

**AWARD/CONTRACT**

1. THIS CONTRACT IS A RATED ORDER UNDER D-AS (15 CFR 350) RATING **DX-A2** PAGE OF 1 PAGES 49

2. CONTRACT (Proc. Inst. Item) NO. **DASG50-98-C-0001**

3. EFFECTIVE DATE **38 Jul 98**

4. REQUISITION/PURCHASE REQUEST/PROJECT NO. **ORDER NO. ER8D730500-01**

5. ISSUED BY **U.S. ARMY SPACE AND MISSILE DEFENSE COMMAND CONTR & ACQ MGT OFC, SMDC-CM-CN P.O. BOX 1500, HUNTSVILLE, AL 35807-3801** CODE **W31RPD**

6. ADMINISTERED BY (If other than Item 5) **DEFENSE LOGISTICS AGENCY P.O. BOX 6364 ANAHEIM, CA 92816** CODE

SCD: A ADP: NA PAS: NONE

7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, State and ZIP Code)

**H & R COMPANY  
A JOINT VENTURE OF  
HUGHES AIRCRAFT COMPANY AND THE RAYTHEON COMPANY  
2175 PARK PLACE  
PO BOX 902  
EL SEGUNDO CA 90245  
ATTN: [REDACTED]**

8. DELIVERY  FOB ORIGIN  OTHER (See below)

9. DISCOUNT FOR PROMPT PAYMENT **NET**

10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN: **ITEM See Section G, Para. G-1**

CODE **1CEX7** FACILITY CODE

11. SHIP TO/MARK FOR **SEE DISTRIBUTION LIST ATTACHED TO DD FORM 1423** CODE

12. PAYMENT WILL BE MADE BY **DFAS Columbus Center mailing procedures provided under separate cover** CODE

13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION:  10 USC 2304a(c) ( 6)  41 USC 253(a) ( )

14. ACCOUNTING AND APPROPRIATION DATA **See Section G-5**

15A. ITEM NO.	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
See Section B for Items 15A through 15F					

15G. TOTAL AMOUNT OF CONTRACT → **92,541,554**

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CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE

17.  CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return 1 copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract; (b) the solicitation, if any; and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)

18.  AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number \_\_\_\_\_ 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) **See Page 1A**

20A. NAME OF CONTRACTING OFFICER **See Page 1A**

19B. NAME OF CONTRACTOR BY \_\_\_\_\_ (Signature of person authorized to sign)

19C. DATE SIGNED

20B. UNITED STATES OF AMERICA BY \_\_\_\_\_ (Signature of Contracting Officer)

20C. DATE SIGNED

000001

CONTRACT DASG60-98-C-0001  
SIGNATURE PAGE

Raytheon Company  
Successor in interest to  
Hughes Aircraft Company  
2175 Park Place  
El Segundo, CA 90245

BY: \_\_\_\_\_  
NAME & TITLE: \_\_\_\_\_

DATE: 28 January 1998

Raytheon Company  
180 Hartwell Road  
Bedford, MA 01730

BY: \_\_\_\_\_  
NAME & TITLE: \_\_\_\_\_

DATE: 28 January 1998

(b)(6)

H&R Company  
A Joint Venture of Hughes Aircraft Company and Raytheon Company  
2175 Park Place

BY: \_\_\_\_\_  
NAME & TITLE: \_\_\_\_\_

DATE: 30 January 1998

U.S. Army Space and Missile Defense Command  
Contr & Acq Mgmt Ofc. SMDC-CM-CN  
P.O. Box 1500  
Huntsville, AL 35807-3801  
DEPARTMENT OF THE ARMY

BY: \_\_\_\_\_  
NAME & TITLE: \_\_\_\_\_

DATE: 30 January 1998

PART I - THE SCHEDULESECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

B-1. LINE ITEM DESCRIPTION: In accordance with this contract, the contractor, independently and not as an agent of the Government, shall provide all necessary materials, labor, equipment, and facilities, except as specified herein to be furnished by the Government, and shall do all that which is necessary or incident to the satisfactory and timely performance of the following Contract Line Item Number (CLIN):

<u>CLIN</u>	<u>SUPPLIES OR SERVICES</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>AMOUNT</u>
<u>BASIC (SEGMENT 1)</u>				
0001	Scope of Work SW-JLENS-16-97, dated 13 Jan 98, titled "JLENS Demonstration Program", incorporated herein and attached as set forth in Part III, Section J, hereof. Paragraphs designated as S1A in said Scope of Work and the contractor's Risk Mitigation Approach attached to this contract as Attachment A6.	1	Task	\$ 1,482,003
0002	Contract Data Requirements List (CDRL), DD Form 1423, Exhibit A, consisting of Exhibit Line Item Nos. A001, A002, A004, A006, A008, A015, A019 and A020 incorporated herein and attached as set forth in Part III, Section J, hereof.	1	Lot	Not Separately Priced
0003	Scope of Work SW-JLENS-16-97, dated 13 Jan 98, titled "JLENS Demonstration Program", incorporated herein and attached as set forth in Part III, Section J, hereof. Paragraphs designated as S1B in said Scope of Work.	1	Task	\$ 91,059,553
0004	Contract Data Requirements List (CDRL), DD Form 1423, Exhibit A, consisting of Exhibit Line Item Nos. A001 through A020, except A004, incorporated herein and attached as set forth in Part III, Section J, hereof.	1	Lot	Not Separately Priced

000003

<u>CLIN</u>	<u>SUPPLIES OR SERVICES</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>AMOUNT</u>
<b><u>OPTION I (SEGMENT 2)</u></b>				
0005	Scope of Work SW-JLENS-16-97, dated 13 Jan 98, titled "JLENS Demonstration Program", incorporated herein and attached as set forth in Part III, Section J, hereof. Paragraphs designated as S2 in said Scope of Work.	1	Task	\$183,473,939
0006	Contract Data Requirements List (CDRL), DD Form 1423, Exhibit B, consisting of Exhibit Line Item Nos. B001 through B019, incorporated herein and attached as set forth in Part III, Section J, hereof.	1	Lot	Not Separately Priced
<b><u>OPTION II (SEGMENT 3)</u></b>				
0007	Scope of Work SW-JLENS-16-97, dated 13 Jan 98, titled "JLENS Demonstration Program", incorporated herein and attached as set forth in Part III, Section J, hereof. Paragraphs designated as S3 in said Scope of Work.	1	Task	\$ 16,171,655
0008	Contract Data Requirements List (CDRL), DD Form 1423, Exhibit C, consisting of Exhibit Line Item Nos. C001 through C002, incorporated herein and attached as set forth in Part III, Section J, hereof.	1	Lot	Not Separately Priced

TOTAL

B-2. ESTIMATED COST FOR CLINs 0001/0002:

- a. The estimated cost of the CLIN, is \$1,482,003.
- b. The total CLIN amount is \$1,482,003.

000004

B-3 TARGET COST, TARGET FEE, MINIMUM INCENTIVE FEE, MAXIMUM INCENTIVE FEE, AND INCENTIVE ARRANGEMENT FOR CLINs 0003/0004:

- a. Target cost: [REDACTED]
- b. Target fee: [REDACTED]
- c. Minimum incentive fee: [REDACTED]
- d. Maximum incentive fee: [REDACTED]

(b)(4)

B-4 ESTIMATED COST, BASE FEE, MAXIMUM AWARD FEE, AND TOTAL CONTRACT AMOUNT FOR CLINs 0005/0006:

- a. Estimated cost: [REDACTED]
- b. Base fee: [REDACTED]
- c. Estimated cost plus base fee: [REDACTED]
- d. Maximum award fee: [REDACTED]
- e. Total estimated cost, base fee, and maximum award fee: \$183,473,939

(b)(4)

B-5 ESTIMATED COST, FIXED FEE, AND TOTAL AMOUNT FOR CLINs 0007/0008:

- a. The estimated cost, exclusive of fixed fee of the contract, is [REDACTED]
- b. The fixed fee of the contract is [REDACTED]
- c. The total contract amount is \$16,171,655.

(b)(4)

B-6 COST/SHARE RATIO STRUCTURE FOR CLINs 0001/0002: The performance of the effort required by CLINs 0001 and 0002 shall be on a cost-reimbursement basis.

SEGMENT 1A RISK MITIGATION: In accordance with General Provisions FAR 52.216-7, entitled "Allowable Cost and Payment", and FAR 52.216-12, "Cost Sharing Contract - No Fee", as applicable, the total amount for reimbursement of costs for performance under CLINs 0001 and 0002 is as set forth below:

	CLIN 0001	CLIN 0002	TOTAL TARGET COST
Target Cost	[REDACTED]	NSP*	[REDACTED]

(b)(4)

\*Not Separately Priced

000005

Notwithstanding FAR 52.232-22, "Limitation of Funds", the contractor agrees to the following cost share ratio:

100/0 (government/contractor) for the total allowable cost of CLINs 0001 and 0002 until the allowable cost equals [REDACTED]. Notwithstanding any other provision of the contract, the Government will reimburse the contractor [REDACTED] the allowable cost of performance under CLINs 0001 and 0002 until the allowable cost equals [REDACTED] at which point the contractor shall continue performance of the effort required by CLINs 0001 and 0002 at a share ratio of [REDACTED] (government/contractor) until completion or until the contractor's share equals [REDACTED] whichever ever occurs first. All costs in excess of the amount when the contractor's share equals [REDACTED] will be [REDACTED] government/contractor

(b)(4)

**B-7. INCENTIVE FEE FOR CLINs 0003/0004:**

SEGMENT 1B DESIGN: In accordance with General Provisions FAR 52.216-7, entitled "Allowable Cost and Payments", and FAR 52.216-10, entitled "Incentive Fee", the total amount for reimbursement of cost and fee for performance under CLINs 0003 and 0004 is set forth below:

Target Cost [REDACTED]  
Target Fee [REDACTED]

(b)(4)

Incentive Arrangement: Maximum Fee - [REDACTED]  
Threshold Minimum Fee - [REDACTED]

Notwithstanding FAR 52.232-22, "Limitation of Funds", the contractor agrees to the following:

**FAR 52.216-10 INCENTIVE FEE**

Paragraph (e)(1) is stated as follows:

"(e) Fee Payable. (1) The fee payable under this contract shall be the target fee increased by [REDACTED] for every dollar that the total allowable cost is less than the target cost or decreased by [REDACTED] for every dollar that the total allowable cost exceeds the target cost until a threshold minimum fee amount of [REDACTED] is reached. In no event shall the fee be greater than [REDACTED]. For allowable costs which exceed the point at which a threshold minimum fee of [REDACTED] is reached, the government's share will be [REDACTED] and the contractor's share will be [REDACTED] until the contractor's share equals [REDACTED] thereafter the government will reimburse the contractor [REDACTED] of the allowable cost, the contractor's share being [REDACTED] until the contractor's share of such allowable costs equals [REDACTED] of target cost at which point the share ratio will be [REDACTED] government and [REDACTED] contractor until completion of this CLIN.

(b)(4)

**B-8. AWARD FEE (APPLICABLE TO CLINs 0005/0006):**

a. The contractor's performance hereunder shall be evaluated in accordance with this provision and H-6 "AWARD FEE EVALUATION". Award fee earned by the contractor, as determined by the Award Fee Determining Official, will be awarded by the execution of a unilateral modification to the contract issued approximately sixty (60) days following completion of each award fee period.

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b. Fee determinations by the Award Fee Determining Official shall not be subject to the clause of this contract titled "Disputes" and shall be final.

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

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

(k)(4)

d. Following the award fee determination for the period, the Government will modify the contract to definitize the award fee earned by the contractor. The contractor may, in turn, voucher for the earned award fee.

**B-9 COMPLETION TYPE COST REIMBURSEMENT CONTRACT:**

a. Performance of Contract Line Items 0001/0002, 0003/0004, 0005/0006 (if exercised) and 0007/0008 (if exercised) shall be accomplished on a completion basis as defined in FAR 16.306(d)(1). Pending satisfactory completion of the task, fee payments are provisional and are not final. Fee payments will not become final unless and until the contractor performs the task required by CLINs 0003, 0005 (if exercised), and 0007 (if exercised) and delivers data required by CLINs 0006 (if exercised), and 0008 (if exercised) and such are accepted by the Government as being satisfactory. In the event the task cannot be completed by the contractor within the estimated cost of the CLIN, the Government may require completion of the task without increase in fee, provided the Government increases the estimated cost of the CLIN under the LIMITATION OF COST or FUNDS contract clause.

b. CLIN 0001 will be considered complete based upon the completion of CCDR and SOW requirements.

c. CLIN 0003 will be considered complete based upon the completion of CCDR and SOW requirements.

d. CLIN 0005 (if exercised) will be considered complete based upon the completion of establishment of functional system integration laboratory, PTIR/SR fabrication complete and tested on ground, successful JLENS Demonstration, Early User Test (EUT) and SOW requirements.

e. CLIN 0007 (if exercised) will be considered complete based upon the completion of the scope of work requirements.

f. CLINs 0002, 0004, 0006 (if exercised), 0008 (if exercised) will be considered complete based upon a determination that all data and reports have been submitted and accepted, as set forth in Block 8 of each exhibit line item number of the DD Form 1423.

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B-10. SEPARATE APPLICATION OF FUNDING: The Limitation of Funds and Allowable Cost and Payments clauses apply separately to each of CLIN sets: 0001/0002, 0003/0004, 0005/0006 and 0007/0008.

000008

SECTION D - PACKAGING AND MARKING

PRESERVATION, MARKING AND LABELING, PACKAGING AND PACKING, AND WEIGHING:

Preservation, packaging, marking and labeling, and weighing of supplies shall be in accordance with MIL-STD-2073-1B, 21 Jun 91, adequate to insure safe arrival at destination. MIL-STD-129M, 15 Jun 93, marking requirements shall apply to shipments of nonhazardous materials moving wholly or in part within the Department of Defense transportation system and ASTM Designation D3951-90 shall apply to commercial transportation shipments. Marking requirements for shipment of hazardous materials shall be in accordance with CFR Title 49, MIL-STD-129M, and TM 38-250.

000009

SECTION E - INSPECTION AND ACCEPTANCE

E-1. CLAUSE INCORPORATED BY REFERENCE (JUN 1988)(FAR 52.252-2): This contract incorporates one or more clauses by reference, with the same force and effect as if it were given in full text. Upon request, the Contracting Officer will make its full text available.

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSE

<u>CLAUSE NUMBER</u>	<u>FAR CITATION</u>	<u>CLAUSE TITLE</u>	<u>DATE</u>
1	52.246-8	INSPECTION OF RESEARCH AND DEVELOPMENT - COST REIMBURSEMENT	APR 1984

E-2. ACCEPTANCE:

a. In conjunction with Section B, Paragraph B-9, the contractor shall separately submit certifications that the requirements of the CLIN have been accomplished in accordance with the terms and conditions of this contract and that related data have been delivered in accordance with the attendant data CLIN. Contracting Officer's acceptance will be furnished following a determination that the requirements have been satisfactorily completed. This shall constitute final inspection and acceptance under the contracts clause titled "INSPECTION OF RESEARCH AND DEVELOPMENT - COST REIMBURSEMENT."

b. The "Final Report" required by the CDRLs shall be accepted by the Government by Contracting Officer's letter. All other data required by the data CLINs shall be accepted in accordance with Block 8 of the sequence numbers of the DD Form 1423.

000010

**SECTION F - DELIVERIES OR PERFORMANCE**

**F-1. COMPLETION OF REQUIREMENT:**

- a. The contractor shall complete the task required by CLIN 0001 and complete delivery of all data and reports required by CLIN 0002 within nineteen (19) months after the effective date of the contract. (00 AUG 29)
- b. The contractor shall complete the task required by CLIN 0003 and complete delivery of all data and reports required by CLIN 0004 within nineteen (19) months after the effective date of the contract. (00 AUG 29)
- c. The contractor shall complete the task required by CLIN 0005 and complete delivery of all data and reports required by CLIN 0006 within thirty (30) months after the effective date of the exercise of the option.
- d. The contractor shall complete the task required by CLIN 0007 and complete delivery of all data and reports required by CLIN 0008 within twenty-four (24) months after the effective date of the exercise of the option.

**F-2. DATA AND REPORTS:** The contractor shall prepare and deliver data and reports in accordance with the Contract Data Requirements List, DD Form 1423.

**F-3. PLACE AND METHOD OF DELIVERY:**

- a. The contractor shall deliver the reports and data specified in the Contract Data Requirements List, DD Form 1423, transportation charges paid, and addressed to the attention of offices by symbol as shown in Block 14 of DD Form 1423.
- b. The contractor shall furnish the Procuring Contracting Officer and the Administrative Contracting Officer one (1) copy of the transmittal letters submitting data requirements to the offices shown in Block 14 of DD Form 1423.

**F-4. CLAUSE INCORPORATED BY REFERENCE (JUN 1988)(FAR 52.252-2):** This contract incorporates one or more clauses by reference, with the same force and effect as if it were given in full text. Upon request, the Contracting Officer will make its full text available.

**FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSE**

<u>CLAUSE NUMBER</u>	<u>FAR CITATION</u>	<u>CLAUSE TITLE</u>	<u>DATE</u>
1	52.242-15	STOP WORK ORDER ALTERNATE I	AUG 1989 APR 1984

000011

F-5. MILESTONE EVENTS AND PERFORMANCE PERIOD: The contractor shall accomplish the following milestone events within the specified performance period to assure timely completion of total contract requirements:

<u>MILESTONE EVENT</u>	<u>TIME PERIOD</u>
<u>CLIN 0001</u>	
Kickoff Meeting	15 Days After Contract Award
<u>CLIN 0003</u>	
CPDR	9 Months After Contract Award
CCDR	18 Months After Contract Award
<u>CLIN 0005</u>	
Establishment of Functional System Integration Laboratory <b>NOTE: Government will not invest in equipment defined in the FAR as plant equipment or facilities</b>	Twelve Months After Exercise of Option
PTIR/SR Fabrication Complete and Tested on Ground	Twenty-Three Months After Exercise of Option
Successful JLENS Demonstration	Thirty Months After Exercise Of Option
JLENS Demonstration Program Early User Test	Thirty Months After Exercise of Option
Provide Leave-Behind System for Testing during Operation and Sustainment	Thirty Months after exercise of option
<u>CLIN 0007</u>	
Deliver Final Report	Twenty-four Months after exercise of option

000012

SECTION G - CONTRACT ADMINISTRATION DATA

G-1. INVOICING AND VOUCHERING:

a. Public vouchers, together with any necessary supporting documentation, shall be submitted to the cognizant Defense Contract Audit Agency (DCAA) Office, prior to payment by the Finance and Accounting Office specified in Block 12, Page 1, Section A, of Standard Form 26.

b. A copy of each voucher, together with any necessary supporting documentation, shall also be submitted to the issuing office specified in Block 5, Page 1, Section A of Standard Form 26, concurrently with submission to the DCAA.

c. The contractor shall identify on each public voucher: (1) The accounting classification reference number (ACRN) assigned to the accounting classification which pertains to the charges billed, e.g. "ACRN: AA;" (2) the [REDACTED] Order Number/PRON; and (3) the words "[REDACTED]" in bold type on the face page of the voucher. Since vouchers are paid by [REDACTED] Order Number/PRON within accounting classification, it is necessary that the [REDACTED] Order Number/PRON be shown on each voucher.

(b)(3)  
(A)  
(i)&Title  
10 Sec  
130 (a)  
(c)

d. The contractor may include in provisional vouchers target fee based on the percentage of work completed, subject to the withholding reserve of the contract clause titled "Incentive Fee." The Contracting Officer may elect to withhold or accelerate fee payment based upon the Contractor's actual performance as compared to the milestone events target dates as set forth in Section F-5 hereof. (Applicable to CLINs 0003/0004).

e. The contractor may include in provisional vouchers base fee based on the percentage of work completed, subject to the withholding reserve of the contract clause titled "Fixed Fee." The Contracting Officer may elect to withhold or accelerate fee payment based upon the Contractor's actual performance as compared to the milestone events target dates as set forth in Section F-5 hereof. (Applicable to CLINs 0005/0006).

f. The contractor may include in provisional vouchers fixed fee based on the percentage of work completed, subject to the withholding reserve of the contract clause titled "Fixed Fee." The Contracting Officer may elect to withhold or accelerate fee payment based upon the Contractor's actual performance as compared to the milestone events target dates as set forth in Section F-5 hereof. (Applicable to CLINs 0007/0008).

g. The Paying Office shall ensure that the voucher is disbursed for each ACRN as indicated on the voucher (or as specified herein).

G-2. CONTRACT ADMINISTRATION: Administration of this contract will be performed by the cognizant office as shown in Block 6, Page 1, Section A, of Standard Form 26. 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.

000013

G-3. CONTRACTING ACTIVITY REPRESENTATIVE:

Contractual Matters

NAME:  
ORGANIZATIONAL CODE:  
TELEPHONE NUMBERS:  
COMMERCIAL:  
DEFENSE SWITCHED NETWORK (DSN):



(b)(6)

G-4. IDENTIFICATION OF CORRESPONDENCE: All correspondence and data submitted by the contractor under this contract shall reference the contract number.

G-5. ACCOUNTING AND APPROPRIATION DATA:

CLIN 0001

ACRN: AA  
ACCT CLASS: 2182040 36 9618 P172419E55 2587 ER8D730400 S01021  
ER8D730400/8HHJLE/H

ORDER NO/PRON: ER8D730400-01 (b)(3)(A)(i)&Title 10 Sec  
FUNDED AMOUNT: \$482,003 130 (a)(b)

(b)(6)

CLIN 0003

ACRN AB  
ACCT CLASS: 2172040 36 9618 P172419E55 2587 ER7D730700 S01021  
ER7D730700/7HHAER/H

ORDER NO/PRON: ER7D730700-01 (b)(3)(A)  
FUNDED AMOUNT: \$928,000 (i)&Title 10 Sec  
130 (a)(b)

ACRN: AC  
ACCT CLASS: 2182040 36 9618 P172419E55 2587 ER8D730500 S01021  
ER8D730500/8HHJLE/H

ORDER NO/PRON: ER8D730500-01 (b)(3)(A)(i)&Title 10 Sec  
FUNDED AMOUNT: \$10,517,997 130 (a)(b)

G-6. IMPLEMENTATION OF AND EXPLANATION OF THE RELATIONSHIP OF THE LIMITATION OF FUNDS (LOF) CLAUSE TO FEE OBLIGATIONS: The amount of funds estimated to be required for full performance, including fee(s); the amount of funds allotted pursuant to the Contract Clause hereof entitled, Limitations of Funds; the amount of funds currently obligated for fee; and the estimated period of performance covered by the funds allotted are set forth below. Amounts obligated for fee are separate from and are not to be commingled with the amounts allotted for costs and are not available to the contractor to cover costs in excess of those allotted to the contract for cost.

000014

a. CLINs 0001 and 0002:

- (1) Amount Required for Full Funding: \$ 1,482,003
- (2) Amount Allotted Under the LOF Clause for Payment of Costs: [REDACTED]
- (3) Total Amount Allotted and Obligated: [REDACTED]
- (4) Net Amount Required for Full Funding: \$ 1,000,000
- (5) Estimated Period of Performance the Allotted Amount Will Cover: 20 Mar 98

(b)(4)

b. CLINs 0003 and 0004:

- (1) Amount Required for Full Funding, Including Fee(s): \$ 91,059,553
- (2) Amount Allotted Under the LOF Clause for Payment of Target Costs: [REDACTED]
- (3) Amount Separately Obligated for Payment of Target Fee: [REDACTED]
- (4) Total Amount Allotted and Obligated: \$ 11,445,997
- (5) Net Amount Required for Full Funding: \$ 79,613,556
- (6) Estimated Period of Performance the Allotted Amount Will Cover: 31 Jul 98

(b)(4)

c. CLINs 0005 and 0006:

- (1) Amount Required for Full Funding, Including Fee(s): \$183,473,939
- (2) Amount Allotted Under the LOF Clause for Payment of Costs: \$ TBD
- (3) Amount Separately Obligated for Payment of Base Fee: \$ \_\_\_\_\_
- (4) Amount Separately Obligated for Payment of Award Fee: \$ \_\_\_\_\_
- (5) Total Amount Allotted and Obligated: \$ \_\_\_\_\_
- (6) Net Amount Required for Full Funding: \$ \_\_\_\_\_
- (7) Estimated Period of Performance the Allotted Amount Will Cover:

000015

d. CLINs 0007 and 0008:

- (1) Amount Required for Full Funding, Including Fee(s): \$ 16,171,655
- (2) Amount Allotted Under the LOF Clause for Payment of Costs: \$ TBD
- (3) Amount Separately Obligated for Payment of Fee: \$ \_\_\_\_\_
- (4) Total Amount Allotted and Obligated: \$ \_\_\_\_\_
- (5) Net Amount Required for Full Funding: \$ \_\_\_\_\_
- (6) Estimated Period of Performance the Allotted Amount Will Cover:

G-7. PAYMENTS BY ELECTRONIC FUND TRANSFER (EFT) PROCEDURES: Payments shall be made by EFT procedures in accordance with FAR 52.232-33, Mandatory Information for Electronic Funds Transfer Payments. The Contractor shall designate a financial institution for receipt of electronic funds transfer payments and shall submit this designation to the government payment office no later than 14 days before an invoice or contract financing request is submitted.

G-8. Remittance Address:

H&R Company  
P.O. Box 360  
50 Apple Hill Drive  
Tewksbury, MA 01876-0360

000016

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H-1 TECHNICAL COGNIZANCE AND TECHNICAL DIRECTION:

a. The U.S. Army Space and Missile Defense Command is the cognizant Government technical organization for this contract and will provide technical direction as defined herein. Technical direction shall be exercised by the Project Manager or the Deputy Project Manager:

<u>Name</u>	<u>Office Symbol</u>	<u>Phone Number</u>
Joint Land Attack Cruise Missile Defense Elevated Netted Sensor System Project Office (JLENSPO)	[REDACTED]	[REDACTED]

(b)(6)

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

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

H-2. AWARD FEE EVALUATION (APPLICABLE TO CLINs 0005/0006): During each award fee evaluation period, the Government shall subjectively evaluate the contractor's performance in accordance with the following:

a. EVALUATION FREQUENCY: Evaluations will be completed with sixty (60) days after the completion of the following milestones contained in Section F:

SIL	Twelve Months After Exercise of Option
PTIR & SR Fabrication Complete, Integrated and Tested	Twenty-three Months After Exercise of Option
JLENS Demo with [REDACTED]	Thirty Months After Exercise of Option

(b)(3)(A)  
(i)&Title  
10 Sec 130  
(a)(b)

000017

Paragraph b. below reflects the evaluation criteria and weights for these milestones

b PERFORMANCE AREAS:

PERCENTAGE OF  
TOTAL AWARD  
FEE

1.0 Establishment of Functional System Integration Laboratory (SIL)

[REDACTED]

2.0 PTIR and SR Fabrication Complete, Integrated and Successfully Tested On Ground

[REDACTED]

(b)(4)

3.0 Successful JLENS Demonstration:

[REDACTED]

[REDACTED]

(b)(3)  
(A)(i)&Title 10  
Sec 130 (a)(c)

(1) SIL. The contractor will be evaluated on his design of the system integration laboratory, its adequacy and accuracy in representing the total JLENS in a virtual world, [REDACTED] system and capabilities [REDACTED] its potential to grow to accommodate new and/or alternative missions, its adaptability to accommodate new and emerging protocols in the distributed interactive simulation environment, and its overall ability [REDACTED] and training missions. Control of contract costs will be assessed by comparison of the actual costs and the latest revised estimate reported in contract cost reports with the negotiated contract value.

(b)(3)  
(A)  
(i)&Title  
10 Sec  
130 (a)  
(c)

(2) PTIR and SR Fabrication. The contractor shall be evaluated on his ability to implement his radar hardware, software design in a full scale prototype radar(s), the success of ground based tests to validate and verify antenna and radar performance models, the success with which the fabricated radars perform their required function in a test against specification threat surrogates in the JLENS Demonstration Program environment, and the probability that the contractor's design will be producible in a cost effective means. Control of contract costs will be assessed by comparison of the actual costs and the latest revised estimate reported in contract cost reports with the negotiated contract value.

(3) Demonstration. The contractor will be evaluated on his ability to simulate the [REDACTED] of his JLENS architecture, demonstrate the ability [REDACTED]

[REDACTED] JLENS. Control of contract costs will be assessed by comparison of the actual costs and the latest revised estimate reported in contract cost reports with the negotiated contract value.

(b)(3)  
(A)  
(i)&Title  
10 Sec  
130 (a)(c)

NOTE: Each performance area will be evaluated in accordance with the adjective rating criteria in paragraph e and multiplied by the individual performance area weights in paragraph b to obtain a performance area weighted score. The weighted scores for the performance areas will then be added together to reach a recommended composite score.

000018

c SELF ASSESSMENT. The contractor will submit a self-assessment of his performance directly to the Contracting Officer within 10 working days of the end of each milestone period. The Contracting Officer will forward the report to the JLENS Award Fee Chairperson who will share the assessment with all members of the evaluation board. The Chairperson will forward the Government's recommendation and the contractor's self assessment to the Award Fee Determining Official (AFDO) for a final award fee determination.

d. THE AWARD FEE PROVISION IS NOT SUBJECT TO THE "DISPUTES" CLAUSE, FAR 52.233-1 (Oct 95). The AFDO determination is final.

e Rating Plan and Performance Standards:

(1) The adjective rating, the percentage range of the available award fee which may be earned at each composite rating level, and a brief definition of each rating are listed below. The Rating Plan and Performance Standards are to be used during each evaluation period by the members of the PEB to select a recommended rating for each performance area and for the composite performance. The AFDO will make the final decision on the composite rating and the specific percent of award fee to be earned based on the board recommendation.

<u>ADJECTIVE RATING</u>	<u>PERCENTAGE RANGE OF AWARD FEE EARNED ON COMPOSITE RATINGS</u>	<u>DEFINITION</u>
EXCELLENT	[REDACTED]	Performance substantially exceeds success criteria as defined in *STE Approach and effective cost control.
BETTER THAN ACCEPTABLE	[REDACTED]	Performance generally exceeds success criteria as defined in STE Approach and effective cost control. (b)(4)
ACCEPTABLE	[REDACTED]	Performance exceeding criteria offset by criteria not met as defined in STE Approach.
MINIMUM ACCEPTABLE	[REDACTED]	Does not meet success criteria as defined in STE Approach.

\*STE - Simulation, Test and Evaluation Approach.

The amount of award fee earned for each event will be computed by multiplying the potential award fee available for that event by the score derived from the adjective rating assigned. For example, an adjective rating that is assigned a score of [REDACTED] would be converted to [REDACTED] and multiplied times the potential award fee to calculate the award fee earned for that event. (b)(4)

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H-3 OPTIONS: The option CLINs stipulated in the contract may be exercised at the unilateral option of the government. The exercise of the option CLIN shall be by written notice provided to the contractor by the Contracting Officer not later than the dates shown below provided preliminary notice is given by the government thirty (30) days prior to option exercise. The contractor shall incur no costs chargeable to any option CLIN until the Contracting Officer has provided written notification that the option CLIN has been exercised. The option CLINs may be exercised individually and the exercise of an option CLIN will include its attendant data item CLIN:

OPTION	DATE
CLINs 0005/0006 (OPTION I)	NLT 1 Dec 99
CLINs 0007/0008 (OPTION II)	NLT 15 Mar 02

In the event the contractor fails to complete the milestones required by F-5 of the contract for CLIN 0003, the government may postpone the exercise of the option for CLINs 0005/0006 without increase in the estimated cost and fee. In the event the contractor fails to complete the milestones required by F-5 of the contract for CLIN 0005, the government may postpone the exercise of the option for CLINs 0007/0008 without increase in the estimated cost and fee.

H-4. COST FOR RISK MITIGATION: During Segment 1, costs allocated to CLIN 0001 shall be limited to those costs directly related to risk mitigation tasks, including associated burden and overhead. These costs shall be exclusive of other development costs, direct and indirect. For example, costs of systems engineering and such support activities as configuration management shall be charged exclusively to CLIN 0003.

H-5. PUBLIC RELEASE OF INFORMATION: The release of information to the public shall be governed by the Security Classification Guide. Requests for release shall be submitted to the U.S. Army Space and Missile Defense Command (USASMDC), ATTN: SMDC-AJ, Program Security Manager, P.O. Box 1500, Huntsville, AL 35807-3801. [REDACTED]

(b)(3)(A)  
(i)& Title 10 Sec (b)(7)(E)  
130 (a)(b)

H-6. DISTRIBUTION CONTROL OF TECHNICAL INFORMATION:

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

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

(2) **Scientific and Technical Information**. Communicable knowledge or information resulting from or pertaining to conducting and managing a scientific or engineering research effort.

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

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b. Except as may otherwise be set forth in the Contract Data Requirements List (CDRL), DD Form 1423, (i) the distribution of any technical document prepared under this contract, in any stage of development or completion, is prohibited without the approval of the Contracting Officer and (ii) all technical documents prepared under this contract shall initially be marked with the following distribution statement, warning, and destruction notice:

(1) DISTRIBUTION STATEMENT F - Further dissemination only as directed by SMDC-IM-PA or higher DOD authority.

(2) WARNING - This document contains technical data whose export is restricted by the Arms Export Control Act (Title 22, U.S.C., Sec 2751 et seq.) or the Export Administration Act of 1979, as amended, Title 50, U.S.C., app 2401 et seq. Violation of these export laws are subject to severe criminal penalties. Disseminate in accordance with provisions of DOD Directive 5230.25.

(3) DESTRUCTION NOTICE - For classified documents, follow the procedures in DOD 5200.22-M, National Industrial Security Program Operating Manual (NISPOM), Chapter 5, Section 7, or DOD 5200.1-R, Information Security Program Regulation, Chapter IX. For unclassified, limited documents, destroy by any method that will prevent disclosure of contents or reconstruction of the document.

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

H-7. MINIMUM INSURANCE LIABILITY: Pursuant to the requirements of the contract clause 52.228-7, "Insurance - Liability to Third Persons," the contractor shall obtain and maintain at least the following kinds of insurance and minimum liability coverage during any period of contract performance:

a. Workmen's Compensation and Employers' Liability Insurance: Compliance with applicable workmen's compensation and occupational disease statutes is required. Employers' liability coverage in the minimum amount of \$100,000 is required.

b. General Liability Insurance: Bodily injury liability insurance, in the minimum limits of \$500,000 per occurrence, is required on the comprehensive form of policy; however, property damage liability insurance is not required.

c. Automobile Liability Insurance: This insurance is required on the comprehensive form of policy and shall provide bodily injury liability and property damage liability covering the operation of all automobiles used in connection with the performance of the contract. At least the minimum limits of \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage is required.

000021

H-8. GOVERNMENT-FURNISHED FUELS PROVIDED THROUGH [REDACTED]

Fuels as identified below will be provided through [REDACTED] in accordance with the clause of this contract entitled Government Property (Cost-Reimbursement, Time and Material, or Labor-Hour Contracts). From time to time the contractor may order with the supplier for partial deliveries of fuel. To assist the Contracting Officer in maintaining accountability of total orders, the contractor shall notify the Contracting Officer when fuels ordered exceed 85 percent of the amount specified below. This is requested for each fuels type listed. The contractor will be financially responsible for orders for fuels in excess of the amount stipulated below:

(b)(3)  
(A)(i)&Title  
10 Sec 130 (a)  
(c)

NOMENCLATURE	NATIONAL STOCK NO. (NSN)	UNIT OF ISSUE	QUANTITY AUTHORIZED AS GFP
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H-9. DESIGN SENSITIVITY TO COST (COST AS AN INDEPENDENT VARIABLE). The contractor may propose changes to the proposed design conforming to cost as an independent variable (CAIV). Those changes which do not alter the Aerostat Performance Specification (APS) may be implemented by the contractor 10 working days after notice of intent specifying the changes is provided to the government. Changes which alter the APS by reducing the requirements may only be undertaken without an equitable reduction in the estimated cost and schedule of the contract if the contractor demonstrates 1) a comparable gain in other performance requirements, 2) such changes are acceptable to the government, and 3) the change does not alter the overall estimated cost of the program. In no event, however, shall the contractor propose to reduce or alter the requirements of paragraph A.2 of Appendix A of the APS.

H-10. INCREMENTAL FUNDING OF THE CONTRACT:

a. It is expected that allotments within each fiscal year will be made on an incremental basis in accordance with the LIMITATION OF FUNDS clause.

b. Pursuant to the Limitation of Funds clause, the sum of [REDACTED] is presently allotted to CLIN 0001 and available for payment to cover the work to be performed hereunder until 20 Mar 98. The amount of [REDACTED] is obligated for Potential Fee for a total amount of [REDACTED] for CLIN 0001.

(b)(4)

c. Pursuant to the LIMITATION OF FUNDS clause, the sum of \$10,513,744 is presently allotted to CLIN 0003 and available for payment to cover the work to be performed hereunder until 31 Jul 98. The amount of [REDACTED] is obligated for Potential Fee (if applicable), for a total amount of [REDACTED] for CLIN 0003. It is anticipated that the balance will be allotted and obligated (combined amounts for Cost and Potential Fee) as follows:

(b)(4)

	PLANNED DATE OF FUNDING	AMOUNT	CUMULATIVE
CLIN 0001	FY98 - Second Quarter	\$ 546,043	\$ 546,043
	FY98 - Third Quarter	\$ 934,701	\$ 1,480,744
	FY98 - Fourth Quarter	\$ 1,259	\$ 1,482,003

(b)(4)

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	<u>PLANNED DATE OF FUNDING</u>	<u>AMOUNT</u>	<u>CUMULATIVE</u>	
CLIN 0003	FY98 - Second Quarter	\$ 798,740	\$ 798,740	
	FY98 - Third Quarter	\$ 6,190,873	\$ 6,989,613	
	FY98 - Fourth Quarter	\$12,596,910	\$ 19,586,523	
	FY99 - First Quarter	\$22,807,831	\$ 42,394,354	
	FY99 - Second Quarter	\$18,854,648	\$ 61,249,002	
	FY99 - Third Quarter	\$18,939,214	\$ 80,188,216	
	FY99 - Fourth Quarter	\$10,871,337	\$ 91,059,553	
	CLIN 0005 (OPTION I)	FY99 - Fourth Quarter	\$ 1,301,395	\$ 1,301,395
FY00 - First Quarter		\$13,222,658	\$ 14,524,053	
FY00 - Second Quarter		\$19,178,654	\$ 33,702,707	
FY00 - Third Quarter		\$29,974,654	\$ 63,677,361	
FY00 - Fourth Quarter		\$27,165,885	\$ 90,843,246	
FY01 - First Quarter		\$23,976,708	\$114,819,954	
FY01 - Second Quarter		\$20,047,262	\$134,867,216	
FY01 - Third Quarter		\$15,622,515	\$150,489,731	
FY01 - Fourth Quarter		\$14,211,480	\$164,701,211	
FY02 - First Quarter		\$ 7,610,339	\$172,311,550	
FY02 - Second Quarter		\$11,162,389	\$183,473,939	
CLIN 0007 (OPTION II)		TBD	TBD	TBD

c. The Government may unilaterally change planned allotments. Such changes in planned allotments will not in and of themselves entitle the contractor to an equitable adjustment under this contract. However, any equitable adjustment which is required will be settled in accordance with the CHANGES clause of the contract. If the contractor incurs costs at a pace which exceeds the foregoing allotment schedule then the contractor shall not be entitled to an increase in the potential award fee unless and to the extent that the accelerated spending is caused by a change to the contract independently changing the work.

d. Nothing herein shall be interpreted as creating an obligation in advance of an appropriation or allotment.

e. At any time the contractor determines that the next planned allotment or any succeeding allotment will not be sufficient, the contractor shall notify the Contracting Officer in writing. In accordance with the LIMITATION OF FUNDS clause, this notice is required 30 days prior to the end of the then current funding period. (This notice is in addition to the notice required by paragraph (c) of the LIMITATION OF FUNDS clause.)

000023

H-11. GOVERNMENT RIGHTS IN SOFTWARE: The contractor has made an assertion with which the government neither agrees or disagrees that the data and computer software identified in the attachment to this contract entitled, "Technical Data and Computer Software to be Furnished with Other Than Unlimited Rights," has been developed at private expense. The contractor plans to furnish the listed technical data with "limited rights" and the computer software with "restricted rights" as those terms are defined in DFARS Clause 252.227-7013, "Rights in Technical Data Noncommercial Items (Nov 1995) and Rights Noncommercial Computer Software and Noncommercial Computer Documentation (June 1995), respectively. With respect to such data, the Government reserves its rights under DFARS clause 252.227-7037, Validation of Restrictive Markings on Technical Data, and DFARS clause 252.227-7019, Validation of Restricted Rights in Computer Software (June 1995), including the right to claim government purpose rights with respect to any further development of the listed items in the course of this contract.

H-12. GOVERNMENT FURNISHED PROPERTY/SERVICES: As of the date of award of this contract, the contractor has not verified the availability of the government-furnished property and services (GFP/S) it has requested. Accordingly, the parties have been unable to reach agreement on the government furnished property and services. However, the government agrees in principle to provide the property and services listed in the document listed in Section J of the contract, entitled, "Government Furnished Property/Services." The contractor shall, within one hundred and twenty (120) days of contract award, working in an Integrated Product Team with the government, achieve definitive agreement on the GFP/S list. This agreement will include equipment, components, and services. In reaching this agreement, the contractor recognizes and agrees to flexibility in the exact item and model and detail period of contract need. Consequently, any adjustment to the contract which results from substitutions in the GFP/S list will be without increase in the estimated cost and fee. Deletions to GFP/S list will be in accordance with FAR 52.245-5, "Government Property Cost-Reimbursement, Time and Materials, or Labor-Hour Contracts." After one hundred and twenty (120) days, FAR 52.245-5 shall apply to all changes.

H-13. LIVING CONTRACT: Modifications to this contract shall be made by substituting pages of the contract so that at all times the contract will form a complete, connected, and coherent text. Each page of a modification shall be annotated with the contract and modification number and date of issuance. Those portions of the contract changed by the modification shall be appropriately identified.

H-14. KEY PERSONNEL:

a. The key personnel listed in paragraph b. below are considered to be critical to the successful performance of this contract. Prior to replacing these key personnel, the contractor shall obtain written consent of the contracting officer. Such consent shall be provided within thirty (30) days and shall not be unreasonably withheld. In order to obtain such consent, the contractor must provide thirty (30) days advance written notice of the proposed changes and must demonstrate that the qualifications of the proposed substitute personnel are generally equivalent to or better than the qualifications of the personnel being replaced.

000024

b Key Personnel List

<u>NAME</u>	<u>POSITION</u>
[REDACTED]	[REDACTED]

(b)(6)

H-15 PARTNERING FOR SUCCESS: In an effort to most effectively accomplish the objectives of this contract, the government, the contractor, and the contractor's major subcontractors propose to engage in the Partnering process. The objective of Partnering is the establishment of a commitment between government and industry to improve communications and avoid disputes. After award, the parties will decide whether or not to engage in the Partnering process. If the parties decide to engage in Partnering, the parties will also decide the aspects of Partnering most applicable to the performance of this contract. It is intended that the frame work for the process will be the Army Space and Missile Defense Command Model Partnering Process. The establishment of a Partnering arrangement will not affect the legal responsibilities of or relationship of the parties and cannot be used to alter, supplement, or deviate from the terms of the contract. Any changes to the contract must be executed in writing by the Contracting Officer.

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**PART II - CONTRACT CLAUSES**  
**SECTION I - CONTRACT CLAUSES**

CLAUSES INCORPORATED BY REFERENCE (JUN 1988)(FAR 52.252-2): 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.

**I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES**

<u>CLAUSE NUMBER</u>	<u>FAR CITATION</u>	<u>CLAUSE TITLE</u>	<u>DATE</u>
1	52.202-1	DEFINITIONS	OCT 1995
2	52.203-3	GRATUITIES	APR 1984
3	52.203-5	COVENANT AGAINST CONTINGENT FEES	APR 1984
4	52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	JUL 1995
5	52.203-7	ANTI-KICKBACK PROCEDURES	JUL 1995
6	52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
7	52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
8	52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	JUN 1997
9	52.204-2	SECURITY REQUIREMENTS	AUG 1996
10	52.204-4	PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER	JUN 1996
11	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	JUL 1995
12	52.211-5	NEW MATERIAL	OCT 1997
13	52.211-6	LISTING OF OTHER THAN NEW MATERIAL, RESIDUAL INVENTORY, AND FORMER GOVERNMENT SURPLUS PROPERTY	MAY 1995

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<u>CLAUSE NUMBER</u>	<u>FAR CITATION</u>	<u>CLAUSE TITLE</u>	<u>DATE</u>
14	52.211-7	OTHER THAN NEW MATERIAL, RESIDUAL INVENTORY, AND FORMER GOVERNMENT SURPLUS PROPERTY	MAY 1995
15	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	SEP 1990
16	52.212-5	CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS - COMMERCIAL ITEMS	AUG 1996
17	52.214-34	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE	APR 1991
18	52.214-35	SUBMISSION OF OFFERS IN U.S. CURRENCY	APR 1991
19	52.215-2	AUDIT AND RECORDS - NEGOTIATION	AUG 1996
20	52.215-8	ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT	OCT 1997
21	52.215-10	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA	OCT 1997
22	52.215-12	SUBCONTRACTOR COST OR PRICING DATA	OCT 1997
23	52.215-14	INTEGRITY OF UNIT PRICES	OCT 1997
24	52.215-15	TERMINATION OF DEFINED BENEFIT PENSION PLANS	OCT 1997
25	52.215-16	FACILITIES CAPITAL COST OF MONEY	OCT 1997
26	52.215-18	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS	OCT 1997
27	52.215-19	NOTIFICATION OF OWNERSHIP CHANGES	OCT 1997
28	52.215-21	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA - MODIFICATIONS	OCT 1997
29	52.216-7	ALLOWABLE COST AND PAYMENT	MAR 1997

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<u>CLAUSE NUMBER</u>	<u>FAR CITATION</u>	<u>CLAUSE TITLE</u>	<u>DATE</u>
30	52.216-8	FIXED FEE (Applicable to CLINs 0007/0008) (APPLICABLE TO BASE FEE ONLY FOR CLINs 0005/0006	MAR 1997
31	52.216-10	INCENTIVE FEE (Applicable to CLINs 0003/0004)	MAR 1997
32	52.216-12	COST-SHARING CONTRACT - NO FEE (Applicable to CLINs 0001/0002)	APR 1984
33	52.219-8	UTILIZATION OF SMALL, SMALL DISADVANTAGED, AND WOMEN-OWNED SMALL BUSINESS CONCERNS	JUN 1997
34	52.219-9	SMALL , SMALL DISADVANTAGED, AND WOMEN- OWNED SMALL BUSINESS SUBCONTRACTING PLAN ALTERNATE II	AUG 1996 MAR 1996
35	52.219-16	LIQUIDATED DAMAGES - SUBCONTRACTING PLAN	OCT 1995
36	52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB 1997
37	52.222-2	PAYMENT FOR OVERTIME PREMIUMS Insert <u>0</u> at end of first sentence, paragraph (a).	JUL 1990
38	52.222-3	CONVICT LABOR	AUG 1996
39	52.222-4	CONTRACT WORK HOURS AND SAFETY STANDARDS ACT-OVERTIME COMPENSATION	JUL 1995
40	52.222-20	WALSH-HEALEY PUBLIC CONTRACTS ACT	DEC 1996
41	52.222-26	EQUAL OPPORTUNITY	APR 1984
42	52.222-28	EQUAL OPPORTUNITY PREAWARD CLEARANCE OF SUBCONTRACTS	APR 1984
43	52.222-35	AFFIRMATIVE ACTION FOR SPECIAL DISABLED AND VIETNAM ERA VETERANS	APR 1984
44	52.222-36	AFFIRMATIVE ACTION FOR HANDICAPPED WORKERS	APR 1984

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<u>CLAUSE NUMBER</u>	<u>FAR CITATION</u>	<u>CLAUSE TITLE</u>	<u>DATE</u>
45	52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA	JAN 1988
46	52.223-2	CLEAN AIR AND WATER	APR 1984
47	52.223-3	HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA	JAN 1997
48	52.223-6	DRUG-FREE WORKPLACE	JAN 1997
49	52.223-10	WASTE REDUCTION PROGRAM	MAY 1995
50	52.223-11	OZONE-DEPLETING SUBSTANCES	JUN 1996
51	52.223-12	REFRIGERATION EQUIPMENT AND AIR CONDITIONERS	JAN 1997
52	52.223-14	TOXIC CHEMICAL RELEASE REPORTING	OCT 1996
53	52.225-3	BUY AMERICAN ACT - SUPPLIES	JAN 1994
54	52.225-7	BALANCE OF PAYMENTS PROGRAM	APR 1984
55	52.225-10	DUTY-FREE ENTRY	APR 1984
56	52.225-11	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	OCT 1996
57	52.226-1	UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES	SEP 1996
58	52.227-1	AUTHORIZATION AND CONSENT ALTERNATE I	JUL 1995 APR 1984
59	52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	AUG 1996
60	52.227-10	FILING OF PATENT APPLICATIONS - CLASSIFIED SUBJECT MATTER	APR 1984
61	52.227-12	PATENT RIGHTS - RETENTION BY THE CONTRACTOR (LONG FORM)	JAN 1997

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<u>CLAUSE NUMBER</u>	<u>FAR CITATION</u>	<u>CLAUSE TITLE</u>	<u>DATE</u>
62	52.228-7	INSURANCE - LIABILITY TO THIRD PERSONS	MAR 1996
63	52.230-2	COST ACCOUNTING STANDARDS	APR 1996
64	52.230-3	DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES	APR 1996
65	52.230-6	ADMINISTRATION OF COST ACCOUNTING STANDARDS	APR 1996
66	52.232-1	PAYMENTS	APR 1984
67	52.232-8	DISCOUNTS FOR PROMPT PAYMENTS	MAY 1997
68	52.232-9	LIMITATION ON WITHHOLDING OF PAYMENTS	APR 1984
69	52.232-11	EXTRAS	APR 1984
70	52.232-17	INTEREST	JUN 1996
71	52.232-22	LIMITATION OF FUNDS	APR 1984
72	52.232-23	ASSIGNMENT OF CLAIMS ALTERNATE I	JAN 1986 APR 1984
73	52.232-25	PROMPT PAYMENT In paragraph (b)(2), second sentence, insert "14th" in the blank.	MAY 1997
74	52.232-33	MANDATORY INFORMATION FOR ELECTRONIC FUNDS TRANSFER PAYMENTS	AUG 1996
75	52.233-1	DISPUTES	OCT 1995
76	52.233-3	PROTEST AFTER AWARD ALTERNATE I	AUG 1996 JUN 1985
77	52.236-9	PROTECTION OF EXISTING VEGETATION STRUCTURES, EQUIPMENT UTILITIES AND IMPROVEMENTS	APR 1984
78	52.236-12	CLEANING UP	APR 1984

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<u>CLAUSE NUMBER</u>	<u>FAR CITATION</u>	<u>CLAUSE TITLE</u>	<u>DATE</u>
79	52.236-13	ACCIDENT PREVENTION	NOV 1991
80	52.242-1	NOTICE OF INTENT TO DISALLOW COSTS	APR 1984
81	52.242-3	PENALTIES FOR UNALLOWABLE COSTS	OCT 1995
82	52.242-13	BANKRUPTCY	JUL 1995
83	52.242-15	STOP-WORK ORDER ALTERNATE I	AUG 1989 APR 1984
84	52.243-2	CHANGES - COST-REIMBURSEMENT ALTERNATE V	AUG 1987 APR 1984
85	52.243-6	CHANGE ORDER ACCOUNTING	APR 1984
86	52.243-7	NOTIFICATION OF CHANGES	APR 1984
87	52.244-2	SUBCONTRACTS (COST-REIMBURSEMENT AND LETTER CONTRACTS) ALTERNATE I	FEB 1997 AUG 1996
88	52.244-5	COMPETITION IN SUBCONTRACTING	DEC 1996
89	52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS	OCT 1995
90	52.245-5	GOVERNMENT PROPERTY (COST-REIMBURSEMENT, TIME-AND-MATERIAL, OR LABOR-HOUR CONTRACTS)(DEVIATION)	JAN 1986
91	52.245-18	SPECIAL TEST EQUIPMENT	FEB 1993
92	52.246-23	LIMITATION OF LIABILITY	FEB 1997
93	52.246-24	LIMITATION OF LIABILITY - HIGH VALUE ITEMS ALTERNATE I	FEB 1997 APR 1984
94	52.246-25	LIMITATION OF LIABILITY - SERVICES	FEB 1997
95	52.247-34	F.O.B. DESTINATION	NOV 1991
96	52.247-63	PREFERENCE FOR U.S. FLAG CARRIERS	JAN 1997

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<u>CLAUSE NUMBER</u>	<u>FAR CITATION</u>	<u>CLAUSE TITLE</u>	<u>DATE</u>
97	52.247-64	PREFERENCE FOR PRIVATELY OWNED U.S. FLAG COMMERCIAL VESSELS	AUG 1996
98	52.249-6	TERMINATION (COST REIMBURSEMENT)	SEP 1996
99	52.249-14	EXCUSABLE DELAYS	APR 1984
100	52.251-1	GOVERNMENT SUPPLY SOURCES	APR 1984
101	52.253-1	COMPUTER GENERATED FORMS	JAN 1991

**II. DOD FAR SUPPLEMENT (48 CFR CHAPTER 2) CLAUSES**

<u>CLAUSE NUMBER</u>	<u>DFARS CITATION</u>	<u>CLAUSE TITLE</u>	<u>DATE</u>
1	252.203-7001	SPECIAL PROHIBITION ON EMPLOYMENT	NOV 1995
2	252.203-7002	DISPLAY OF DOD HOTLINE POSTER	DEC 1991
3	252.204-7000	DISCLOSURE OF INFORMATION	DEC 1991
4	252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR 1992
5	252.205-7000	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS	DEC 1991
6	252.208-7000	INTENT TO FURNISH PRECIOUS METALS AS GOVERNMENT-FURNISHED MATERIAL	DEC 1991
7	252.209-7000	ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER THE INTER-MEDIATE-RANGE NUCLEAR FORCES (INF) TREATY	NOV 1995
8	252.209-7004	REPORTING OF COMMERCIAL TRANSACTIONS WITH THE GOVERNMENT OF A TERRORIST COUNTRY	SEP 1994
9	252.211-7000	ACQUISITION STREAMLINING	NOV 1995

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<u>CLAUSE NUMBER</u>	<u>DFARS CITATION</u>	<u>CLAUSE TITLE</u>	<u>DATE</u>
10	252.215-7000	PRICING ADJUSTMENTS	DEC 1991
11	252.215-7002	COST ESTIMATING SYSTEM REQUIREMENTS (Set forth in full text herein)	JUL 1997
12	252.219-7003	SMALL, SMALL DISADVANTAGED AND WOMEN- OWNED SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS)	APR 1996
13	252.219-7004	SMALL, SMALL DISADVANTAGED AND WOMEN- OWNED SMALL BUSINESS SUBCONTRACTING PLAN (TEST PROGRAM)	JUN 1997
14	252.219-7005	INCENTIVE FOR SUBCONTRACTING WITH SMALL BUSINESSES, SMALL DISADVANTAGED BUSINESSES, HISTORICALLY BLACK COLLEGES AND UNIVERSITIES, AND MINORITY INSTITUTIONS	NOV 1995
15	252.223-7002	SAFETY PRECAUTIONS FOR AMMUNITION AND EXPLOSIVES	MAY 1994
16	252.223-7003	CHANGE IN PLACE OF PERFORMANCE - AMMUNITION AND EXPLOSIVES	DEC 1991
17	252.223-7004	DRUG-FREE WORK FORCE	SEP 1988
18	252.223-7006	PROHIBITION ON STORAGE AND DISPOSAL OF TOXIC AND HAZARDOUS MATERIALS ALTERNATE I	APR 1993 NOV 1995
19	252.225-7009	DUTY-FREE ENTRY - QUALIFYING COUNTRY END PRODUCTS AND SUPPLIES (Set forth in full text herein)	JAN 1997
20	252.225-7010	DUTY-FREE ENTRY - ADDITIONAL PROVISIONS (Set forth in full text herein)	JAN 1997
21	252.225-7012	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	FEB 1997

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<u>CLAUSE NUMBER</u>	<u>DFARS CITATION</u>	<u>CLAUSE TITLE</u>	<u>DATE</u>
22	252.225-7014	PREFERENCE FOR DOMESTIC, SPECIALTY METALS ALTERNATE I	FEB 1997 FEB 1997
23	252.225-7016	RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS	JUN 1997
24	252.225-7022	RESTRICTION ON ACQUISITION OF POLYACRYLONITRILE (PAN) BASED CARBON FIBER	DEC 1991
25	252.225-7025	RESTRICTIONS ON ACQUISITION OF FOREIGN TRADE	JUN 1997
26	252.225-7026	REPORTING OF CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES	NOV 1995
27	252.225-7031	SECONDARY ARAB BOYCOTT OF ISRAEL	JUN 1992
28	252.227-7013	RIGHTS IN TECHNICAL DATA - NONCOMMERCIAL ITEMS	NOV 1995
29	252.227-7014	RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION	JUN 1995
30	252.227-7015	TECHNICAL DATA - COMMERCIAL ITEMS	NOV 1995
31	252.227-7016	RIGHTS IN BID OR PROPOSAL INFORMATION	JUN 1995
32	252.227-7017	IDENTIFICATION AND ASSERTION OF USE RELEASE OR DISCLOSURE RESTRICTION	JUN 1997
33	252.227-7025	LIMITATIONS ON THE USE OR DISCLOSURE OF GOVERNMENT-FURNISHED INFORMATION MARKED WITH RESTRICTIVE LEGENDS	JUN 1995
34	252.227-7030	TECHNICAL DATA - WITHHOLDING OF PAYMENT	OCT 1988
35	252.227-7034	PATENTS-SUBCONTRACTS	APR 1984

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<u>CLAUSE NUMBER</u>	<u>DFARS CITATION</u>	<u>CLAUSE TITLE</u>	<u>DATE</u>
36	252.227-7036	DECLARATION OF TECHNICAL DATA CONFORMITY (Set forth in full text herein)	JAN 1997
37	252.227-7037	VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA	NOV 1995
38	252.228-7002	AIRCRAFT FLIGHT RISKS	SEP 1996
39	252.228-7005	ACCIDENT REPORTING AND INVESTIGATION INVOLVING AIRCRAFT, MISSILES, AND SPACE LAUNCH VEHICLES	DEC 1991
40	252.231-7000	SUPPLEMENTAL COST PRINCIPLES	DEC 1991
41	252.232-7006	REDUCTION OR SUSPENSION OF CONTRACT PAYMENTS UPON FINDING OF FRAUD	AUG 1992
42	252.233-7000	CERTIFICATION OF CLAIMS AND REQUESTS FOR ADJUSTMENT OR RELIEF	MAY 1994
43	252.234-7001	EARNED VALUE MANAGEMENT SYSTEM	MAR 1997
44	252.235-7003	FREQUENCY AUTHORIZATION	DEC 1991
45	252.235-7011	FINAL SCIENTIFIC OR TECHNICAL REPORT	MAY 1995
46	252.242-7005	COST/SCHEDULE STATUS REPORT	MAR 1997
47	252.243-7000	ENGINEERING CHANGE PROPOSALS ALTERNATE I	MAY 1994 MAY 1994
48	252.244-7000	SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (DOD CONTRACTS)	FEB 1997
49	252.245-7001	REPORTS OF GOVERNMENT PROPERTY	MAY 1994
50	252.247-7023	TRANSPORTATION OF SUPPLIES BY SEA (Set forth in full text herein)	NOV 1995
51	252.247-7024	NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA (Set forth in full text herein)	NOV 1995

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<u>CLAUSE NUMBER</u>	<u>DFARS CITATION</u>	<u>CLAUSE TITLE</u>	<u>DATE</u>
52	252.249-7001	NOTIFICATION OF SUBSTANTIAL IMPACT ON EMPLOYMENT	DEC 1991
53	252.249-7002	NOTIFICATION OF ANTICIPATED CONTRACT TERMINATION OR REDUCTION (Set forth in full text herein)	DEC 1996
54	252.251-7000	ORDERING FROM GOVERNMENT SUPPLY SOURCES	MAY 1995

**THE FOLLOWING DOD FAR SUPPLEMENT FULL TEXT CLAUSES APPLY:**

11. COST ESTIMATING SYSTEM REQUIREMENTS (JUL 1997)(252.215-7002)

(a) Definition. "Estimating system" means the Contractor's policies, procedures, and practices for generating estimates of costs and other data included in proposals submitted to customers in the expectation of receiving contract awards. Estimating system includes the Contractor's --

- (1) Organizational structure;
- (2) Established lines of authority, duties, and responsibilities;
- (3) Internal controls and managerial reviews;
- (4) Flow of work, coordination, and communication; and

(5) Estimating methods, techniques, accumulation of historical costs, and other analyses used to generate cost estimates.

(b) General.

(1) The Contractor shall establish, maintain, and comply with an estimating system that is consistently applied and produces reliable, verifiable, supportable, and documented cost estimates that are an acceptable basis for negotiation of fair and reasonable prices.

- (2) The system should be --
  - (i) Consistent and integrated with the Contractor's related management systems; and
  - (ii) Subject to applicable financial control systems.

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(c) Applicability. Paragraphs (d) and (e) of this clause apply if the contractor is a large business and either --

(1) In its fiscal year preceding award of this contract, received Department of Defense (DoD) prime contracts or subcontracts, totaling \$50 million or more for which cost or pricing data were required; or

(2) In its fiscal year preceding award of this contract --

(i) Received DoD prime contracts or subcontracts totaling \$10 million or more (but less than \$50 million) for which cost or pricing data were required; and

(ii) Was notified in writing by the Contracting Officer that paragraphs (d) and (e) of this clause apply.

(d) System requirements.

(1) The Contractor shall disclose its estimating system to the Administrative Contracting Officer (ACO) in writing. If the Contractor wishes the Government to protect the information as privileged or confidential, the Contractor must mark the documents with the appropriate legends before submission.

(2) An estimating system disclosure is adequate when the Contractor has provided the ACO with documentation which --

(i) Accurately describes those policies, procedures, and practices that the Contractor currently uses in preparing cost proposals; and

(ii) Provides sufficient detail for the Government to reasonably make an informed judgment regarding the adequacy of the contractor's estimating practices.

(3) The Contractor shall --

(i) Comply with its disclosed estimating system; and

(ii) Disclose significant changes to the cost estimating system to the ACO on a timely basis.

(e) Estimating system deficiencies.

(1) The Contractor shall respond to a written report from the Government which identifies deficiencies in the Contractor's estimating system as follows:

(i) If the Contractor agrees with the report findings and recommendations, the Contractor shall --

(A) Within 30 days, state its agreement in writing; and

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(B) Within 60 days, correct the deficiencies or submit a corrective action plan showing proposed milestones and actions leading to elimination of the deficiencies.

(ii) If the Contractor disagrees with the report, the Contractor shall, within 30 days, state its rationale for disagreeing.

(2) The ACO will evaluate the Contractor's response and notify the Contractor of the determination concerning remaining deficiencies and/or the adequacy of any proposed or completed corrective action.

19. DUTY-FREE ENTRY -- QUALIFYING COUNTRY END PRODUCTS AND SUPPLIES (JAN 1997)(DFARS 252.225-7009):

(a) Definitions. "Qualifying country" and "qualifying country end products" have the meaning given in the Buy American Act and Balance of Payments Program clause of this contract.

(b) The requirements of this clause apply to this contract and subcontracts, including purchase orders, that involve supplies to be accorded duty-free entry whether --

(1) Placed directly with a foreign concern as a prime contract; or

(2) As a subcontract or purchase order under a contract placed with a domestic concern.

(c) Except as otherwise approved by the Contracting Officer, no amount is or will be included in the contract price for duty for --

(1) End items that are qualifying country end products; or

(2) Supplies (including without limitation, raw materials, components, and intermediate assemblies) produced or made in qualifying countries, that are to be incorporated in the end items to be delivered under this contract, provided that the end items are manufactured in the United States or in a qualifying country, except supplies imported into the United States before the date of this contract or, in the case of supplies imported by a first or lower tier subcontractor, before the date of the subcontract.

(d) The Contractor warrants that --

(1) All qualifying country supplies, for which duty-free entry is to be claimed, are intended to be delivered to the Government or incorporated in the end items to be delivered under this contract; and

(2) The Contractor will pay duty to the extent that such supplies or any portion thereof (if not scrap or salvage) are diverted to nongovernmental use, other than as a result of a competitive sale made, directed, or authorized by the Contracting Officer.

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(e) The Government agrees to execute duty-free entry certificates and to afford such assistance as appropriate to obtain the duty-free entry of qualifying country supplies for which the shipping documents bear the notation specified in paragraph (f) of this clause, except as the Contractor may otherwise agree.

(f) All shipping documents submitted to Customs, covering foreign end products or supplies for which duty-free entry certificates are to be issued under this clause, shall --

(1) Consign the shipments to the appropriate --

(i) Military department in care of the Contractor, including the Contractor's delivery address; or

(ii) Military installation; and

(2) Include the following information --

(i) Prime contract number, and delivery order if applicable;

(ii) Number of the subcontract/purchase order for foreign supplies if applicable;

(iii) Identification of carrier;

(iv) The notation: United States Government, Department of Defense Duty-Free Entry to be claimed pursuant to Section XXII, Chapter 98, Subchapter VIII, Item 9808.00.30 of the Harmonized Tariff Schedule of the United States. Upon arrival of shipment at the appropriate port of entry, District Director of Customs, please release shipment under 19 CFR part 142 and notify Commander, Defense Contract Management Area Operations (DCMAO) New York, Attn: Customs Team, DCMDN-GNIC, 207 New York Avenue, Staten Island, New York, 10305-5013, for execution of Customs Forms 7501, 7501A, or 7506 and any required duty-free entry certificates. (Note: This notation shall be used only for direct shipments to a U.S. military installation. In cases where the shipment will be consigned to other than a military installation, e.g., a domestic contractor's plant, the shipping document notation shall be altered to insert the name and address of the contractor, agent or broker who will notify Commander, Defense Contract Management Area Operations (DCMAO) New York, for execution of the duty-free certificate.)

(v) Gross weight in pounds (if freight is based on space tonnage, state cubic feet in addition to gross shipping weight);

(vi) Estimated value in U.S. dollars; and

(vii) Activity Address Number of the contract administration office actually administering the prime contract, e.g., for DCMAO Dayton, DLA&DP.

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## (g) Preparation of customs forms.

(1) Except for shipments consigned to a military installation, the Contractor shall prepare, or authorize an agent to prepare, any customs forms required for the entry of foreign supplies in connection with DoD contracts into the United States, its possessions, or Puerto Rico. Submit the completed customs forms to the District Director of Customs with a copy to DCMAO NY for execution of any required duty-free entry certificates. Shipments consigned directly to a military installation will be released in accordance with 10.101 and 10.102 of the U.S. Custom regulations.

(2) For shipments containing both supplies which are to be accorded duty-free entry and supplies which are not, the Contractor shall identify on the customs forms those items that are eligible for duty-free entry.

## (h) The contractor agrees --

(1) To prepare (if this contract is placed directly with a foreign supplier), or to instruct the foreign supplier to prepare, a sufficient number of copies of the bill of lading (or other shipping document) so that at least two of the copies accompanying the shipment will be available for use by the District Director of Customs at the port of entry;

(2) To consign the shipment as specified in paragraph (f) of this clause; and

(3) To mark the exterior of all packages as follows:

(i) "United States Government, Department of Defense;" and

(ii) The activity address number of the contract administration office actually administering the prime contract.

(iii) The Contractor agrees to notify the Contracting Officer administering the prime contract in writing of any purchase under the contract of qualifying country supplies to be accorded duty-free entry that are to be imported into the United States for delivery to the Government or for incorporation in end items to be delivered to the Government. The notice shall be furnished to the contract administration office immediately upon award to the qualifying country supplier. The notice shall contain --

(1) Prime contractor's name, address, and CAGE code;

(2) Prime contract number, and delivery order number if applicable;

(3) Total dollar value of the prime contract or delivery order;

(4) Expiration date of the prime contract or delivery order;

(5) Foreign supplier's name and address;

(6) Number of the subcontract/purchase order for foreign supplies;

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- (7) Total dollar value of the subcontract for foreign supplies;
- (8) Expiration date of the subcontract for foreign supplies;
- (9) List of items purchased, and
- (10) An agreement by Contractor that duty shall be paid by the Contractor to the extent that such supplies, or any portion (if not scrap or salvage) are diverted to nongovernmental use other than as a result of a competitive sale made, directed or authorized by the Contracting Officer;
- (11) The qualifying country; and
- (12) The scheduled delivery date(s).

(j) This clause does not apply to purchases of qualifying country supplies in connection with this contract if --

(1) The qualifying country supplies are identical in nature to supplies purchased by the Contractor or any subcontractor in connection with its commercial business; and

(2) It is not economical or feasible to account for such supplies so as to ensure that the amount of the supplies for which duty-free entry is claimed does not exceed the amount purchased in connection with this contract.

(k) The Contractor agrees to insert the substance of this clause, including this paragraph (k) in all subcontracts for supplies. Each subcontract shall require the subcontractor to identify this contract by including its contract number on any shipping documents submitted to Customs covering supplies for which duty-free entry is to be claimed pursuant to this clause. The Contractor also agrees that the name and address of the Contracting Officer administering the prime contract (name and address of the contract administration office cognizant of the prime contract), and its activity address number (Appendix G of the Defense FAR Supplement), and the information required by paragraphs (i)(1), (2), and (3) of this clause will be included in applicable subcontracts.

20. DUTY-FREE ENTRY -- ADDITIONAL PROVISIONS (JAN 1997)(DFARS 252.225-7010):

(a) The requirements of this clause supplement the Duty- Free Entry clause of this contract. Both of these clauses apply to this contract and subcontracts, including purchase orders, that involve supplies to be accorded duty-free entry whether placed --

- (1) Directly with a foreign concern as a prime contract; or
- (2) As a subcontractor purchase order under a contract with a domestic concern.

(b) The Contractor shall send the notification required by paragraph (b)(1) of the Duty-Free Entry clause of this contract to the Contracting Officer administering this contract.

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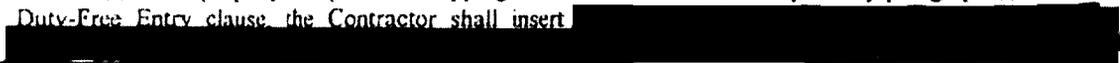
(c) In addition to any data required by paragraph (b)(1) of the Duty-Free Entry clause, the Contractor shall furnish the following for all foreign supplies to be imported pursuant to paragraphs (a) or (b) of the Duty-Free Entry clause. Furnish this information to the Contracting Officer administering the prime contract immediately upon award of any contract or subcontract involving supplies to be accorded duty-free entry

- (1) Prime contractor's name, address, and CAGE code;
- (2) Prime contract number plus delivery order number, if applicable;
- (3) Total dollar value of the prime contract or delivery order;
- (4) Expiration date of the prime contract or delivery order;
- (5) Foreign supplier's name and address;
- (6) Number of the subcontract/purchase order for foreign supplies;
- (7) Total dollar value of the subcontract for foreign supplies;
- (8) Expiration date of the subcontract for foreign supplies;
- (9) List of items purchased; and

(10) An agreement by the Contractor that duty shall be paid by the Contractor to the extent that such supplies, or any portion (if not scrap or salvage) are diverted to nongovernmental use other than as a result of a competitive sale made, directed, or authorized by the Contracting Officer.

(d) The Contractor agrees to incorporate the substance of this clause, including this paragraph (d), in any subcontract (including purchase orders) in accordance with paragraph (i) of the Duty-Free Entry clause of this contract. The Contractor agrees that the name and address of the Contracting Officer administering the prime contract (name and address of the contract administration office cognizant of the prime contract and its activity address number (Appendix G of the Defense FAR Supplement)) and the information required by paragraphs (c)(1), (2), and (3) of this clause will be included in applicable subcontracts

(e) To properly complete the shipping document instructions as required by paragraph (f) of the Duty-Free Entry clause, the Contractor shall insert

 (b)(6)  
 as the cognizant contract administration office (for paragraph (f) only) in those cases when the shipment is consigned directly to a military installation. When the shipment will be consigned to a location other than a military installation, e.g., a domestic contractor's plant, change the shipping document notation required by paragraph (f) of the clause to insert the name and address of the Contractor, agent or broker that will prepare the customs documentation for execution of the Duty-Free Entry certificates. In either case, the shipping documents will contain the following items in addition to those required by paragraph (f) of the Duty-Free Entry clause:

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- (1) Delivery order number on the Government prime contract, if applicable;
- (2) Number of the subcontract/purchase order for foreign supplies, if applicable;
- (3) Activity address number of the contract administration office actually administering the prime contract, e.g., for DCMAO Dayton, DLA&DP.

(f) Except for shipments consigned to a military installation, the Contractor shall prepare, or authorize an agent to prepare, any customs forms required for the entry into the United States, its possessions, or Puerto Rico of foreign supplies in connection with DoD contracts. The Contractor shall submit the completed customs forms to the District Director of Customs with a copy to DCMAO New York for execution of any required duty-free entry certificates. For shipments containing both supplies which are to be accorded duty-free entry and supplies which are not, the Contractor shall identify on the customs forms those items which are eligible for duty-free entry under the provisions of the Duty-Free Entry clause. Shipments consigned directly to a military installation will be released in accordance with Section 10.101 and 10.102 of the U.S. Customs regulations.

(g) The Contractor shall ensure that all exterior containers are marked in accordance with paragraph (g) of the Duty-Free Entry clause, including the following additional data --

- (1) "United States Government, Department of Defense;" and
- (2) The activity address number for the contract administration office actually administering the prime contract.

36. CERTIFICATION OF TECHNICAL DATA CONFORMITY (JAN 1997)(DFARS 252.227-7036):

All technical data delivered under this contract shall be accompanied by the following written declaration:

The Contractor, \_\_\_\_\_, hereby declares that, to the best of its knowledge and belief, the technical data delivered herewith under Contract No. \_\_\_\_\_ is complete, accurate, and complies with all requirements of the contract.

Date \_\_\_\_\_

Name and Title of Authorized Official \_\_\_\_\_

50. TRANSPORTATION OF SUPPLIES BY SEA (NOV 1995)(DFARS 252.247-7023):

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.

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(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. However, effective May 1, 1996, the term does not include a supplier, materialman, distributor, or vendor of commercial items or commercial components.

(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. The Contractor shall employ U.S.-flag vessels in the transportation by sea of any supplies to be furnished in the performance of this contract. 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.

c. 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;

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(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.

d. The Contractor shall, within 30 days after each shipment covered by this clause, provide the Contracting Officer and the Division of National Cargo, Office of Market Development, Maritime Administration, U.S. Department of Transportation, 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.

e. The Contractor agrees to 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

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(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 CONTRACT		
TOTAL	DESCRIPTION	LINE ITEMS	QUANTITY

f. 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.

g. The Contractor shall include this clause, including this paragraph g. in all subcontracts under this contract, which exceed the simplified acquisition threshold in Part 13 of the Federal Acquisition Regulation.

51. NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA (NOV 1995)(DFARS 252.247-7024):

a. The Contractor has indicated by the response to the solicitation provision, Representation of Extent of Transportation by Sea, that it did not anticipate transporting by sea any supplies. If, however, after the award of this contract, the Contractor learns that supplies, as defined in the Transportation of Supplies by Sea clause of this contract, will be transported by sea, the Contractor—

(1) Shall notify the Contracting Officer of that fact; and

(2) Hereby agrees to comply with all the terms and conditions of the Transportation of Supplies by Sea clause of this contract.

b. The Contractor shall include this clause, including this paragraph b., revised as necessary to reflect the relationship of the contracting parties, in all subcontracts hereunder, except (effective May 1, 1996) subcontracts for the acquisition of commercial items or components.

53 NOTIFICATION OF ANTICIPATED CONTRACT TERMINATION OR REDUCTION (DEC 1996) (DFARS 252.249-7002):

(a) Definitions.

"Major defense program" means a program that is carried out to produce or acquire a major system (as defined in 10 U.S.C.2302(5)) (see also DoD Instruction 5000.2, Defense Acquisition Management Policies and Procedures, Acquisition Categories I and II DoD 5000.2-R, Mandatory Procedures for Major Defense Acquisition Programs (MDAPs) and Major Automated Information System (MAIS) Acquisition Programs).

"Substantial reduction" means a reduction of 25 percent or more in the total dollar value of funds obligated by the contracts under the program.

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(b) Section 1372 of the National Defense Authorization Act for Fiscal Year 1994 and Section 824 of the National Defense Authorization Act for Fiscal Year 1997 (Pub. L. 104-201) are intended to help establish benefit eligibility under the Job Training Partnership Act (29 U.S.C. 1661 and 1662) for employees of DoD contractors and subcontractors adversely affected by contract terminations or substantial reductions under major defense programs.

(c) Notice to employees and state and local officials. Within two weeks after the Contracting Officer notifies the Contractor that a contract funding will be terminated or substantially reduced, the Contractor shall provide notice of such anticipated termination or reduction to -

(1) Each employee representative of the Contractor's employees whose work is directly defense contract; or

(2) If there is no such representative, each such employee;

(3) The State dislocated worker unit or office described in section 311(b)(2) of the Job Training Partnership Act (29 U.S.C. 1661(b)(2)); and

(4) The chief elected official of the unit of general local government within which the adverse effect may occur.

(d) Notice to subcontractors. Not later than 60 days after the Contractor receives the Contracting Officer's notice of the anticipated termination or reduction, the Contractor shall -

(1) Provide notice of the anticipated termination or reduction to each first-tier subcontractor with a subcontract of \$500,000 or more; and

(2) Require that each such subcontractor -

(i) Provide notice to each of its subcontractors with a subcontract of \$100,000 or more; and

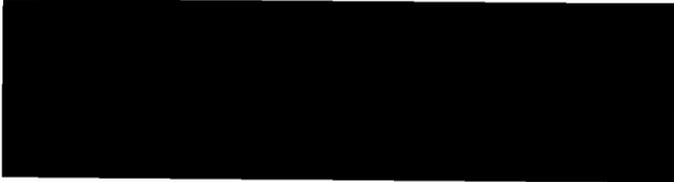
(ii) Impose a similar notice and flowdown requirement to subcontractors with subcontracts of \$100,000 or more.

(e) The notice provided an employee under paragraph (c) of this clause shall have the same effect as a notice of termination to the employee for the purposes of determining whether such employee is eligible for training, adjustment assistance, and employment services under section 325 or 325A of the Job Training Partnership Act (29 U.S.C. 1662d, 1662d-1). If the Contractor has specified that the anticipated contract termination or reduction is not likely to result in plant closure or mass layoff, as defined in 29 U.S.C. 2101, the employee shall be eligible only for services under section 314(b) and paragraphs (1) through (14), (16), and (18) of section 314(c) of the Job Training Partnership Act (29 U.S.C. 1661c(b) and paragraphs (1) through (14), (16), and (18) of section 1661c(c)).

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PART III - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

SECTION 3 - LIST OF ATTACHMENTS

<u>TITLE</u>	<u>DATE</u>	<u># OF PAGES</u>
Award/Contract (SF 26) and Continuation Sheets	30 Jan 98	49
Contract Security Classification Specification (DD Form 254-E)	13 Jan 98	6
Contract Data Requirements List (DD Form 1423) Exhibits A, B, and C, with Distribution List	18 Apr 97	50
Scope of Work SW-JLENS-16-97, "JLENS Demonstration Program " with Attachment 2 (1 page)	13 Jan 98	13
U.S. Army Strategic Defense Command Ballistic Missile Defense (BMD) Classification Guide, incorporated herein by reference. Upon request, the Contracting Officer will provide.	03 Jul 89	132
		(b)(3)(A) (i)&Title 10 Sec 130 (a)(b)  (b)(7)(E)
U.S. Army Strategic Defense Command Industrial Operations Security (OPSEC) Guide, incorporated herein by reference. Upon request, the Contracting Officer will provide.	Sep 91	88
Military Standard (MIL-STD) 1806, Marking Technical Data Prepared by or for the Department of Defense, incorporated herein by reference.	1 Feb 90	43
Joint Aerostat Project Management Office Aerostat Development Program Security Classification Guide incorporated by reference and previously furnished.	12 Jun 96	28
		(b)(3)(A) (i)&Title 10 Sec 130 (a)(b)  (b)(7)(E)

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<u>TITLE</u>	<u>DATE</u>	<u># OF PAGES</u>
[REDACTED]	[REDACTED]	(b)(3)(A)(i)&Title 10 Sec 130 (a)(c) (b)(7)(E)
[REDACTED]	[REDACTED]	(b)(3)(A)(i)&Title 10 10 Sec 130 (a)(c) (b)(7)(E)
[REDACTED]	[REDACTED]	(b)(3)(A)(i)&Title 10 Sec 130 (a)(c) 1 (b)(7)(E)
GFP Worksheet	9 Jan 98	1
Memorandum of Agreement Regarding Comprehensive Small Business Subcontracting Plan Raytheon Electronic Systems, attached hereto by reference.	1 Oct 97 – 30 Sep 98	24
Hughes Aircraft Company Defense Systems Subcontracting Plan for the Aerostat Demonstration Program, attached hereto by reference.	28 Oct 97	9
The Aerostat Demonstration Program (97-ADP/DS-106/1266) Approaches are hereby incorporated into the contract by reference:		
Program Management Approach	14 Nov 97	16
CAIV Approach	15 Nov 97	8
Systems Engineering	14 Nov 97	18
Simulation, Test and Evaluation	9 Jan 98	47
Risk Mitigation Approach	14 Nov 97	22
Integrated Logistic Approach	9 Jan 98	12
Product Assurance Approach	14 Nov 97	12
Configuration Management Approach	14 Nov 97	10
Operation and Sustainment (O&S) Approach	14 Nov 97	13
Acronym List	14 Nov 97	7

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<u>TITLE</u>	<u>DATE</u>	<u># OF PAGES</u>
The Section K Representations, Certifications and Other Statements of Offeror submitted by contractor in response to RFP DASG60-97-R-0030 are hereby incorporated into this contract by reference.		

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**U.S. ARMY SPACE AND MISSILE  
DEFENSE COMMAND (SMDC)  
JOINT LAND ATTACK CRUISE MISSILE  
DEFENSE ELEVATED NETTED SENSOR  
SYSTEM (JLENS) PROJECT OFFICE**

**JLENS DEMONSTRATION PROGRAM (JDP)**

**SW-JLENS-16-97**

**DASG60-98-C-0001**

**STATEMENT OF WORK**

13 January 1998

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## **1.0 INTRODUCTION**

### **1.1 Objective**

The JLENS Demonstration Program (JDP) has three primary objectives: 1) mitigation of the risk associated with the execution of the JDP; 2) design, development, fabrication, integration, test, demonstration, and maintenance of a system which meets the JLENS performance requirements; and 3) provide an operational "leave behind" system. (S1A, S1B, S2, S3)

### **1.2 Scope**

This Statement of Work (SOW) defines the requirements for a JDP. Technical requirements are contained in the Aerostat Performance Specification (APS). The JDP is composed of three segments: 1) Risk Mitigation/Design (RM/D); 2) Development, Demonstration, and Test (DD&T); and 3) Operations and Sustainment (O&S). The contractor shall design, develop, procure, fabricate, integrate, test, demonstrate, operate, and maintain a system that meets the requirements of this SOW and the JDP. (S1A, S1B, S2, S3)

### **1.3 Integrated Product Teams (IPTs)**

The JLENS system shall be developed using a partnership between the government and industry. The IPTs shall be the basis of this partnership. The contractor shall implement IPTs as an integral part of the JDP. The contractor shall be an integral member of all government IPTs and the government will be an integral member of all contractor IPTs. (S1A, S1B, S2, S3)

## **2.0 PROGRAM MANAGEMENT**

### **2.1 General**

The contractor shall ensure all activities are controlled, scheduled, monitored, reported, and managed consistent with and supportive of the requirements set forth in this SOW. The contractor shall implement an integrated master approach defining the events, accomplishments, criteria, and associated processes in accordance with (IAW) contract Attachment A1 entitled, "Program Management Approach". (S1A, S1B, S2, S3)

### **2.2 Meetings and Reviews - Contractor Internal**

The contractor shall identify, conduct, support, attend, and document reviews, and make assessments by which the degree of completion of technical and programmatic efforts related to major schedule milestones can be made. The contractor shall notify and invite the government to all such contractor and subcontractor reviews in a timely manner. (S1A, S1B, S2, S3)

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**2.3 Meetings and Reviews - Contractor/Government**

The contractor shall conduct a kick off meeting. The contractor shall present for government approval detailed paths/entrance and exit criteria for Concept Preliminary Design Review (CPDR) and Concept Critical Design Review (CCDR). The contractor shall present a draft master integrated program schedule (MIPS); specification tree diagram; Contract Work Breakdown Structure (CWBS); subcontractor award schedules/status; and the draft Simulation, Test, and Evaluation Plan (STEP). The contractor shall conduct quarterly program reviews (QPRs). The QPRs shall address the technical performance; cost, technical and schedule progress; program status; staffing; and issues that could affect program execution. The contractor shall relate technical accomplishment to cost and schedule using earned value during QPRs. For the RM/D Segment, there shall be QPRs for Risk Management and Design. The contractor shall conduct PM level reviews at the request of the JLENS Project Manager. (CDRL A001, B001) (S1A, S1B, S2, S3)

**2.4 Master Integrated Program Schedule (MIPS)**

The contractor shall plan, organize, and document the sequence of program events in a MIPS by which the program's progress is measured and assessed. The contractor shall document and provide the relationship between the MIPS and the CWBS. (CDRL A002, B002) (S1A, S1B, S2, S3)

**2.5 Contract Work Breakdown Structure (CWBS)**

The contractor shall implement and maintain a CWBS and dictionary. The contractor shall use the CWBS as the primary framework for planning, budgeting, controlling, and reporting the status of program cost, schedules, and technical performance. The CWBS shall be developed to the lowest level at which work is performed. (CDRL A003; B003) (S1B, S2, S3)

**2.6 Cost Reporting****2.6.1 Funds Manhour Expenditure Report**

The contractor shall provide a Funds Manhour Expenditure Report. (CDRL A004, C002) (S1A, S3)

**2.6.2 Cost/Schedule Status Reports (C/SSR)**

The contractor shall develop and implement a management control process that effectively uses earned value for integrated cost, schedule, and technical performance management. This shall include an earned value management control process which provides the basis for planning and controlling cost and schedule, measuring performance and progress, and generating timely, reliable reports. The contractor shall flow down earned value management and reporting requirements to major subcontractors which,

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based on risk, schedule criticality, and dollar value of their subcontract, are important to the successful completion of the program. The contractor shall prepare and provide C/SSRs (CDRL A005, B020), and Contract Funds Status Reports (CFSRs) (CDRL A006, B004). The contractor shall report to CWBS level 3 except payload elements (PTIR and SR) shall be reported to CWBS level 4. Lower level reporting may be required based upon risk and will be determined at the Integrated Baseline Review (IBR). (CDRL A001, B001). The contractor shall provide a one-page white paper in contractor format explaining variances upon the request of the JLENS Project Manager. (CDRL A005, B020) (S1B, S2)

**2.7 Program Budgetary Cost Estimate (PBCE)**

The contractor shall develop, update, and maintain a PBCE. The PBCE shall be based upon the C/SSR and the FMER for the existing segment. For future segments the contract price shall be used for a baseline. Rough estimated cost for EMD, procurement, and sustainment shall be developed. Anticipated EMD, procurement and sustainment requirements are at Attachment A2. Updates to Attachment 2 shall be provided periodically via a Contracting Officer letter. (CDRL A007, B005) (S1B, S2, S3)

**2.8 Cost As An Independent Variable (CAIV)**

Cost As An Independent Variable (CAIV) shall be an integral consideration in all aspects of this contract. The contractor shall implement CAIV as authorized by the contracting officer IAW the contract Attachment A3 entitled, "Cost as An Independent Variable Approach". (S1B, S2, S3)

**2.9 Data Management**

The contractor shall establish and implement a data management process that shall reproduce, catalog, store, and deliver data items. The contractor shall make available all technical and programmatic data as required by the government. (CDRL A008, B006) The contractor shall maintain a data repository for classified and unclassified storage and an efficient means to accomplish fast and accurate data retrieval. All contractual data items shall be delivered in electronic format on permitted media. [REDACTED]

(b)(3)(A)  
(i)&Title  
10 Sec 130  
(a)(b)

[REDACTED] These requirements may be revised at the sole discretion of the government in order to incorporate newer or improved versions of software. The following electronic media is permissible: CD-ROM, Zip Disk, JAZZ drive and 3.5 inch diskettes. Media (e.g., diskettes, tapes, etc.) under this contract shall be free of viruses. The contractor shall test such media for viruses prior to delivery. (S1A, S1B, S2, S3)

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### **3.0 SYSTEM ENGINEERING**

#### **3.1 General**

The contractor shall implement systems engineering practices and provide a system design that meets the requirements of this SOW and the APS. Systems Engineering shall include system engineering requirements allocation, system analyses, hardware, software, test requirements/plans, interface management and integration, safety, modeling and simulations, and technical reviews and meetings. The contractor shall implement system engineering IAW contract Attachment A4, entitled, "System Engineering Approach". **(S1B, S2)**

#### **3.2 System Engineering Requirements Allocation**

The contractor shall develop and provide a Specification Tree to the equivalent of the Critical Item (CI)/subsystem level. (CDRL A009, B007) The contractor shall flow down the requirements of the APS to the equivalent of the CI/subsystem level. . The contractor shall develop and maintain hardware design documentation that will allow the contractor to replicate the JLENS hardware. The contractor shall document this requirement allocation and supporting analyses in a Design Notebook (CDRL A010, B008). The Design Notebook shall include refinements of and updates to the information presented in the technical proposal. The contractor shall define and document the details of the design and requirements in hardware and software performance specifications to the level annotated in the JDP. (CDRL A011, B009). Below this level, the contractor shall develop and maintain in contractor format, performance specifications to the equivalent CI/subsystem level. The contractor shall develop Interface Control Documents (ICDs) for internal and external interfaces. (CDRL A012, B010) **(S1B, S2)**

#### **3.3 System Analyses**

The contractor shall conduct performance analyses to support the system design IAW the requirements of the JDP. System error budgets (to include timing errors) up to the weapon system interface shall be established to include all components. The contractor shall conduct analyses that establish the sensitivity of system performance to these error budgets. Performance analyses shall be completed and system design shall be established prior to CPDR and updated prior to CCDR. The contractor shall conduct trade studies that shall be completed prior to CPDR. All trade studies shall address CAIV. All analyses generated in paragraph 3.3 shall be included in the Design Notebook. (CDRL A010, B008) **(S1B, S2)**

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### **3.4 Hardware**

The contractor shall design, develop and integrate hardware that meets the requirements of the hardware performance specifications and ICDs. The contractor shall provide and maintain sufficient hardware to meet the requirements of this contract. The contractor shall be responsible for total support of the hardware, including all maintenance and provision of spare and repair parts. (S1B, S2)

### **3.5 Software**

#### **3.5.1 Reuse**

The contractor shall maximize use of reusable software products. (S1, S2)

#### **3.5.2 Software Engineering Environment (SEE)**

The contractor shall establish, control, and maintain a SEE. The SEE is the facilities, hardware, software, firmware, procedures, and documentation needed to perform software development and software testing. Elements may include, but are not limited to, computer-aided software engineering (CASE) tools, software development library, software development files, compilers, assemblers, linkers, loaders, operating systems, debuggers, simulators, emulators, documentation tools, database management systems, simulators, code analyzers, test case generators, and path analyzers. (S1, S2)

#### **3.5.3 Software Development**

The contractor shall develop, document, provide and implement a software development plan. (CDRL A013, B011) The contractor shall design, develop, and integrate software that meets the requirements of the software performance specifications and ICDs. The contractor shall develop and maintain software documentation and code that will allow the contractor to replicate and modify the JLENS software. The contractor shall document the design decisions, algorithm descriptions, and the architectural and interface design for each CSCI. The contractor shall document the detailed design and requirements traceability for each software unit in a CSCI. (S1, S2)

#### **3.5.4 Software Testing**

The contractor shall develop, document, and implement a software test plan for software testing. The contractor shall conduct unit and unit integration testing for all software units and shall document the specific test cases and related test procedures. The government may participate in all software testing. (S1, S2)

#### **3.5.5 Software Version**

The contractor shall document the exact version of each software release. (S1, S2)

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**3.5.6 Corrective Action**

The contractor shall implement a closed-loop corrective action system for resolving detected software product problems after Concept Critical Design Review (CCDR). The contractor shall document each detected software product problem and its solution. (S1, S2, S3)

**3.5.7 Management Indicators**

The contractor shall collect, interpret, use, and report software management indicators. The contractor shall address software management indicators and corrective actions at the QPRs. (S1, S2)

**3.6 Test Requirements/Plans**

The contractor shall develop and document test requirements/plans to ensure system integration and to verify the system meets the requirements of the JDP. (CDRL A017, B014) (S1B, S2)

**3.7 Interface Management and Integration**

The design shall be modular to the maximum extent possible. The design of the surveillance radar and precision track and illumination radar shall enhance interchangeability on an Aerostat and shall facilitate substitution of radars from a separate source. (CDRL A012, B010) (S1B, S2)

**3.8 Safety**

The contractor shall conduct system safety engineering in support of all design, development, and test activities. A safety assessment report shall be prepared. (CDRL A014, B012) Safety shall be addressed at each QPR. (S1A, S1B, S2, S3)

**3.9 Modeling and Simulation**

The contractor shall implement modeling and simulation IAW contract Attachment A5, entitled, "Simulation, Test and Evaluation Approach". (S1B, S2)

**3.9.1 Engineering Modeling and Simulations**

The contractor shall develop simulation tools that model system and subsystems performance to support system engineering, design, development, test and evaluation. Simulation results shall be available for government review. The models and simulations shall include the capabilities and functions as represented in the APS. These models and simulations shall be configured to operate either individually or collectively as a JLENS System. [REDACTED]

[REDACTED] JLENS System Model shall be provided to the government. (CDRL A015, B013) (S1B, S2)

(b)(3)(A)  
(i)&Title  
10 Sec 130  
(a)(b)

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**3.9.2 System Integration Laboratory (SIL)**

The contractor shall develop and maintain a SIL consisting of simulations, models, hardware and software that replicates the JLENS system. The SIL shall be used for integration of hardware and software. Actual JLENS system hardware and software shall be integrated and tested at the SIL prior to shipment for system level testing. The SIL shall be used for all pre- and post-test analysis. **(S1B, S2)**

**3.10 Technical Reviews and Meetings**

**3.10.1 Concept Preliminary Design Review (CPDR)**

Using the government approved path to CPDR, the contractor shall conduct a CPDR at the contractor's facilities. **(CDRL A016) (S1B)**

**3.10.1.1 CPDR Entrance Criteria**

Minimum CPDR entrance requirements shall include contractor completed Specification Tree, System Analyses, flow down of requirements, and Hardware and Software Performance Specifications as specified in the APS; status of risk mitigation efforts; CAIV; and any additional criteria agreed to at the kick-off meeting. **(S1B)**

**3.10.1.2 CPDR Exit Criteria**

Minimum CPDR exit criteria shall include: government approved CPDR minutes, closed critical action items as agreed at the CPDR, and any additional criteria agreed to at the kick-off meeting. **(S1B)**

**3.10.2 CCDR**

Using the government approved path to CCDR, the contractor shall conduct a CCDR at the contractor's facilities. **(CDRL A016) (S1B)**

**3.10.2.1 CCDR Entrance Criteria**

Minimum CCDR entrance requirements shall include update of CPDR items and contractor completed: performance specifications; hardware and software design; ICDs; trade studies; risk mitigation status and test data; CAIV; and any additional agreed to criteria. **(S1B)**

**3.10.2.2 CCDR Exit Criteria**

Minimum CCDR exit criteria shall include: government approved CCDR minutes, closed critical action items as agreed at the CCDR, establishment of the closed loop corrective action system, and any additional criteria agreed to at the CPDR. **(S1B)**

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#### **4.0 RISK MITIGATION**

##### **4.1 General**

Risk mitigation is the demonstration by the contractor that technical, schedule, and cost risks of the JLENS system have been reduced to acceptable levels to justify entry into the next segment of the JDP. The contractor shall implement by segments the contract Attachment A6 entitled, "Risk Mitigation Approach". (S1A, S1B, S2)

##### **4.2 Risk Mitigation Tasks of RM/D Segment**

The contractor shall provide the status of risk mitigation tasks during the execution of this segment. All changes to the Risk Mitigation Approach for this segment shall be submitted to the government for approval. Risk Mitigation shall be addressed at each QPR. Risk Mitigation test results shall be incorporated into the Design Notebook. (CDRL A010, B008) (S1A)

##### **4.3 Design and Development Risk Mitigation Tasks**

The contractor shall provide the status of risk mitigation tasks during the execution of the Design and Development segments. All changes to the Risk Mitigation Approach for the segments shall be submitted to the government for approval. Risk Mitigation shall be addressed at each QPR. (S1B, S2)

#### **5.0 TEST AND EVALUATION**

##### **5.1 General**

The contractor shall conduct a contractor Test and Evaluation (T&E) program and support a government T&E program. The contractor's T&E program shall demonstrate that the requirements contained in the APS have been satisfied. The contractor shall maintain traceability from the APS to all specifications when defining or developing required tests to meet the JLENS test objectives. The contractor shall allow government participation (on a non-interference basis) in contractor and subcontractor tests and demonstrations. The contractor shall implement Test and Evaluation IAW the contract Attachment A5 entitled, "Simulation, Test and Evaluation Approach". As a minimum, the contractor shall perform component and subsystem level testing, system ground tests, and system demonstration. The contractor shall support Early User Testing (EUT). (S2)

##### **5.2 Test Plans, Reports, and Reviews**

The contractor shall prepare and submit detailed test plans for component, subsystem, and system test events and system level integration testing. (CDRL B014) The contractor shall include entrance and exit criteria for each test event described in the test plans. The contractor shall prepare and

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submit test reports to document the results of component, subsystem and system test events and system level integration testing. (CDRL B015) The contractor shall conduct test readiness reviews (TRRs) prior to ground testing, system demonstrations, and EUT. The government will be the approval authority for all TRRs. (CDRL B016) (S2)

**5.3 Component and Subsystem Testing**

The contractor shall perform component and subsystem tests and integration testing that demonstrate the maturity of the components and subsystems to enter into Ground Testing. Testing shall be conducted IAW approved test plans. (S2)

**5.4 Ground Testing**

The contractor shall perform Ground Testing that demonstrates the maturity of the system to enter into System Demonstration. Ground Testing is the system level demonstration, less air vehicle or with the air vehicle moored, of the full technical capability and integration of the system at a land based site. The contractor shall demonstrate that all components of the JLENS system operate IAW the APS to include both internal and external interfaces. Testing shall be conducted IAW approved test plans. (S2)

**5.5 System Demonstrations**

The contractor shall perform System Demonstrations that demonstrate all components of the JLENS system operate IAW the APS to include both internal and external interfaces. System Demonstrations are system level demonstrations of the full technical capability and integration of the system at a land based site with the air vehicle deployed. [REDACTED]

(b)(3)

[REDACTED] Testing shall be conducted IAW approved test plans. (S2)

**5.6 Early User Test (EUT)**

The contractor shall support the government in the conduct of an Aerostat EUT using government test plans and procedures. The EUT will demonstrate and verify the capabilities of the contractor's total "leave-behind" system for acceptance by the government as an operational and supportable system. The EUT will employ trained military/civilian operators with contractor oversight.

[REDACTED]

(b)(3)

The contractor shall be responsible for the delivery of test articles (hardware and software) in the approved configuration and the integration/checkout of the system at the government designated test sites. EUT readiness shall be determined by the government after completion of an EUT TRR. The contractor shall

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assist the government with collection, reduction, analysis, and reporting of EUT test data. The EUT may be conducted concurrently with the system demonstrations. (S3)

## **6.0 SPECIALTY ENGINEERING**

### **6.1 Logistics**

The contractor shall provide for total contractor logistics support. The contractor shall develop and document a logistics support program for the JLENS system using DoDI 5000.2, AR 700-127, and MIL-PRF-49506, as guides. The contractor shall implement integrated logistics support IAW the contract Attachment A7 entitled, "Integrated Logistics Support Approach". (S1B, S2, S3)

#### **6.1.1 Integrated Support Plan**

The logistics support program shall be documented in an integrated support plan (ISP) that delineates the contractor's logistics support concepts, plans, and procedures for the JLENS system. (CDRL A018, B017) The ISP shall include provisions for MANPRINT, maintenance, supply support, equipment, and training planning. (S1B, S2, S3)

#### **6.1.2 Training**

The contractor shall develop, maintain, and submit a training plan as part of the ISP. The contractor shall develop and conduct a training program for government and contractor personnel that provide for proper operation and maintenance of the JLENS system. (S2, S3)

### **6.2 Product Assurance**

The contractor shall implement a quality system that meets the requirements of the applicable ISO 9000 series. The quality system procedures, planning, and all other documentation and data which comprise the quality system shall be documented by the contractor and made available for government review at contractor facilities. The contractor shall implement Product Assurance (PA) IAW the contract Attachment A8 entitled, "Product Assurance Approach". (S1B, S2, S3)

### **6.3 Environmental Management**

The contractor shall comply with all applicable federal, state, and local laws, regulations, and guidelines. The contractor shall notify the contracting officer immediately upon failure to comply with any regulatory requirements. (CDRL A019, B018) (S1A, S1B, S2, S3)

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**6.4 Configuration Management**

The contractor shall implement and maintain configuration management control of all hardware, software, and interface control documentation using internal contractor procedures. The contractor shall develop and maintain a listing and status of all configuration management documentation. The contractor shall implement Configuration Management IAW the contract Attachment A9 entitled, "Configuration Management Approach". (S1B, S2, S3)

**7.0 OPERATIONS SECURITY**

The contractor shall update, provide, and implement the OPSEC Plan. (CDRL A020, B019). The contractor shall update the OPSEC Plan IAW specific instructions of the Contracting Officer/Contracting Officer Representative for Security and the USASSDC Industrial OPSEC Guide, September 1991. The contractor shall adhere to the approved OPSEC Plan and the security requirements of the DD Form 254 of this contract. (S1A, S1B, S2, S3)

**8.0 OPERATIONS AND SUSTAINMENT**

The contractor shall operate and provide total contractor logistic support of the JLENS system for a period of two years on a 1/8/5 basis at [REDACTED] after completion of EUT. The contractor shall be responsible for all aspects of operating, maintaining, repairing, and supporting the JLENS system. This includes but is not limited to personnel, consumable and repairable materials, petroleum, oil, and lubricants, helium, maintenance, overhaul and rework, total contractor logistics support, facilities, transportation, and training. The contractor shall support government post fielding evaluation of the JLENS. The contractor shall implement software upgrades. The contractor shall implement these requirements in accordance with Attachment A10 entitled, "Operations and Sustainment Approach." The contractor shall report operations and sustainment activities. (CDRL C001) (S3)

(b)(3)(A)  
(i)&Title  
10 Sec 130  
(a)(b)

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Attachment 2

To

Statement of Work

Future Requirements

During the EMD the Government may request up to approximately [redacted] JLENS Systems be demonstrated prior to a possible production contract.

(b)(3)(A)  
(i)&Title  
10 Sec 130  
(a)(b)

The first production effort will be a possible thirty-month low rate initial production (LRIP) of up to approximately [redacted] JLENS systems. In addition, the EMD systems will be retrofitted during the LRIP at a rate of [redacted] per quarter to bring the EMD systems up to the production system configuration.

(b)(3)(A)  
(i)&Title  
10 Sec  
130 (a)(b)

During EMD, operation and support of EMD JLENS Systems will include spares and repair parts and operator training for contractor and government personnel.

The LRIP and JLENS Systems will have a field life of [redacted] years. The contractor will provide operation and support through system fielding life.

(b)(3)(A)  
(i)&Title 10  
Sec 130 (a)(b)

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**DEPARTMENT OF DEFENSE**  
**CONTRACT SECURITY CLASSIFICATION SPECIFICATION**  
*(The requirements of the National Industrial Security Program Operating Manual apply to all security aspects of this form)*

1 CLEARANCE AND SAFEGUARDING (b)(7)(E)  
 a. FACILITY CLEARANCE REQUIRED [REDACTED] (E)  
 b. LEVEL OF SAFEGUARDING REQUIRED [REDACTED]

2 THIS SPECIFICATION IS FOR (X and complete as applicable)

3. THIS SPECIFICATION IS (X and complete as applicable) (b)(7)(E)

a. PRIME CONTRACT NUMBER  
 DASG60-98-C-0001

b. SUBCONTRACT NUMBER

c. SOLICITATION OR OTHER NUMBER Due Date (YYMMDD)

a. ORIGINAL (Complete date in all cases) Date (YYMMDD)  
 980113

b. REVISED (Prepared as all previous spec) Revision No Date (YYMMDD)

c. FINAL (Complete item 5 in all cases) Date (YYMMDD)

4 IS THIS A FOLLOW-ON CONTRACT? [X YES] NO YES complete the following  
 Classified material received or generated under DASG60-98-C-0190 (Preceding Contract Number) is transferred to this follow-on contract

5 IS THIS A FINAL DD FORM 254 [ ] YES [X] NO. If yes, complete the following:  
 In response to the contractor's request dated [REDACTED] retention of the identified classified material is authorized for [REDACTED] no. of [REDACTED]

6 CONTRACTOR (Include Commercial and Government Entity (CAGE) Code)

a. NAME, ADDRESS, AND ZIP  
 H&R Company  
 2175 Park Place  
 PO Box 902  
 El Segundo, CA 90245

b. CAGE CODE  
 1CEX7

c. COGNIZANT SECURITY OFFICE (Name, Address, and Zip Code)  
 Defense Investigative Service  
 Pacific Region, Southern Sector  
 3605 Long Beach Blvd, Suite 405  
 Long Beach, CA 90807-4013

7 SUBCONTRACTOR

a. NAME, ADDRESS, AND ZIP

b. CAGE CODE

c. COGNIZANT SECURITY OFFICE (Name, Address, and Zip Code)

8. ACTUAL PERFORMANCE

a. LOCATION

b. CAGE CODE

c. COGNIZANT SECURITY OFFICE (Name, Address, and Zip Code)

9 GENERAL IDENTIFICATION OF THIS PROCUREMENT  
 [REDACTED] (b)(3)

10 THIS CONTRACT WILL REQUIRE ACCESS TO

a. COMMUNICATIONS SECURITY (COMSEC) INFORMATION

b. RESTRICTED DATA

c. CRITICAL INFORMATION/AVIATION DESIGN INFORMATION

d. FORMERLY RESTRICTED DATA

e. SPECIAL ACCESS INFORMATION

(1) Sensitive Compartmented Information (SCI)

(2) Non-SCI

[REDACTED] (b)(7)(E)

f. STATE INFORMATION

g. FOREIGN GOVERNMENT ACQUISITION

h. UNCLASSIFIED INFORMATION

i. FOREIGN/US/US ONLY INFORMATION

11 IN PERFORMING THIS CONTRACT, THE CONTRACTOR WILL:

a. HAVE ACCESS TO CLASSIFIED INFORMATION ONLY AT ANOTHER CONTRACTOR'S FACILITY OR GOVERNMENT ACTIVITY

b. RECEIVE CLASSIFIED DOCUMENTS ONLY

c. RECEIVE AND GENERATE CLASSIFIED MATERIAL

d. FABRICATE, MOOVE, OR STORE CLASSIFIED MATERIAL

e. PERFORM SERVICES ONLY

f. HAVE ACCESS TO USE CLASSIFIED INFORMATION OUTSIDE THE U.S., PUERTO RICO, U.S. POSSESSIONS AND

g. BE AUTHORIZED TO USE THE SERVICES OF THE DEFENSE TECHNICAL INFORMATION CENTER (DTIC) OR OTHER SECONDARY

h. REQUIRE A COMSEC ACCOUNT

i. HAVE TEMPEST REQUIREMENTS

j. HAVE OPERATIONAL SECURITY (OPSEC) REQUIREMENTS

k. BE AUTHORIZED TO USE THE DEFENSE COUNSEL SERVICE

OTHER: [REDACTED]

SEE BLOCK 11 REMARKS

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(b)(7)(E)

12 PUBLIC RELEASE. Any information (classified or unclassified) pertaining to this contract shall not be released for public dissemination except as provided by the National Industrial Security Program Operating Manual unless it has been approved for public release by appropriate U.S. Government authority. Proposed public releases shall be submitted for approval prior to release.

[ ] DIRECT [X] THROUGH (Specify)

Deputy Commander, U.S. Army Space and Missile Defense Command  
ATTN: SMDC-PA  
P.O. Box 1500  
Huntsville, Alabama 35807-3801

(b)(7)(E)

(b)(3)(A)

(i)&Title 10 Sec

130 (a)(b)

to the Directorate for Freedom of Information and Security Review, Office of the Assistant Secretary of Defense (Public Affairs)\* for review

13 SECURITY GUIDANCE. The security classification guidance needed for this classified effort is identified below. If any difficulty is encountered in applying this guidance or if any other contributing factor indicates a need for changes in this guidance, the contractor is authorized and encouraged to provide recommended changes, to challenge the guidance or the classification assigned to any information or material furnished or generated under this contract, and to submit any questions for interpretation of this guidance to the official identified below. Pending final decision, the information involved shall be handled and protected at the highest level of classification assigned or recommended. (Fill in as appropriate for the classified effort. Attach or forward under separate correspondence any documents, guides, or extracts referenced herein. Add additional pages as needed to provide complete guidance.)

SEE ATTACHED PAGES

14. ADDITIONAL SECURITY REQUIREMENTS. Requirements, in addition to NI&SPOM requirements, are established for this contract. [X] YES [ ] NO

(If Yes, identify the pertinent contractual clauses in the contract document itself, or provide an appropriate statement which identifies additional requirements. Provide a copy of the requirements to the cognizant security office. Use item 13 if additional

(b)(3)(A)(i)&Title 10 Sec 130 (a)(b)

(b)(7)(E)

15. INSPECTIONS. ELEMENTS OF THIS CONTRACT ARE OUTSIDE THE INSPECTION RESPONSIBILITY OF THE COGNIZANT SECURITY OFFICE. (If yes, explain and identify specific areas or elements carved out, and the activity responsible for inspections. Use item 13 if more space is needed.) [ ] YES [X] NO

16. CLASSIFICATION AND SIGNATURE. Security requirements stated herein are complete and adequate for safeguarding the classified information to be released or generated under this classified effort. All questions shall be referred to the official named below.

a. TYPED NAME OF CERTIFYING OFFICIAL

(b) (6)

b. TITLE

Contracting Officer's Representative for Industrial Security

TELEPHONE (Include Area Code)

(b)(6)

d. ADDRESS (Include Zip Code)

Deputy Commander, U.S. Army  
Space and Missile Defense Command  
ATTN: SMDC-AJ-S, P.O. Box 1500  
Huntsville, AL 35807-3801

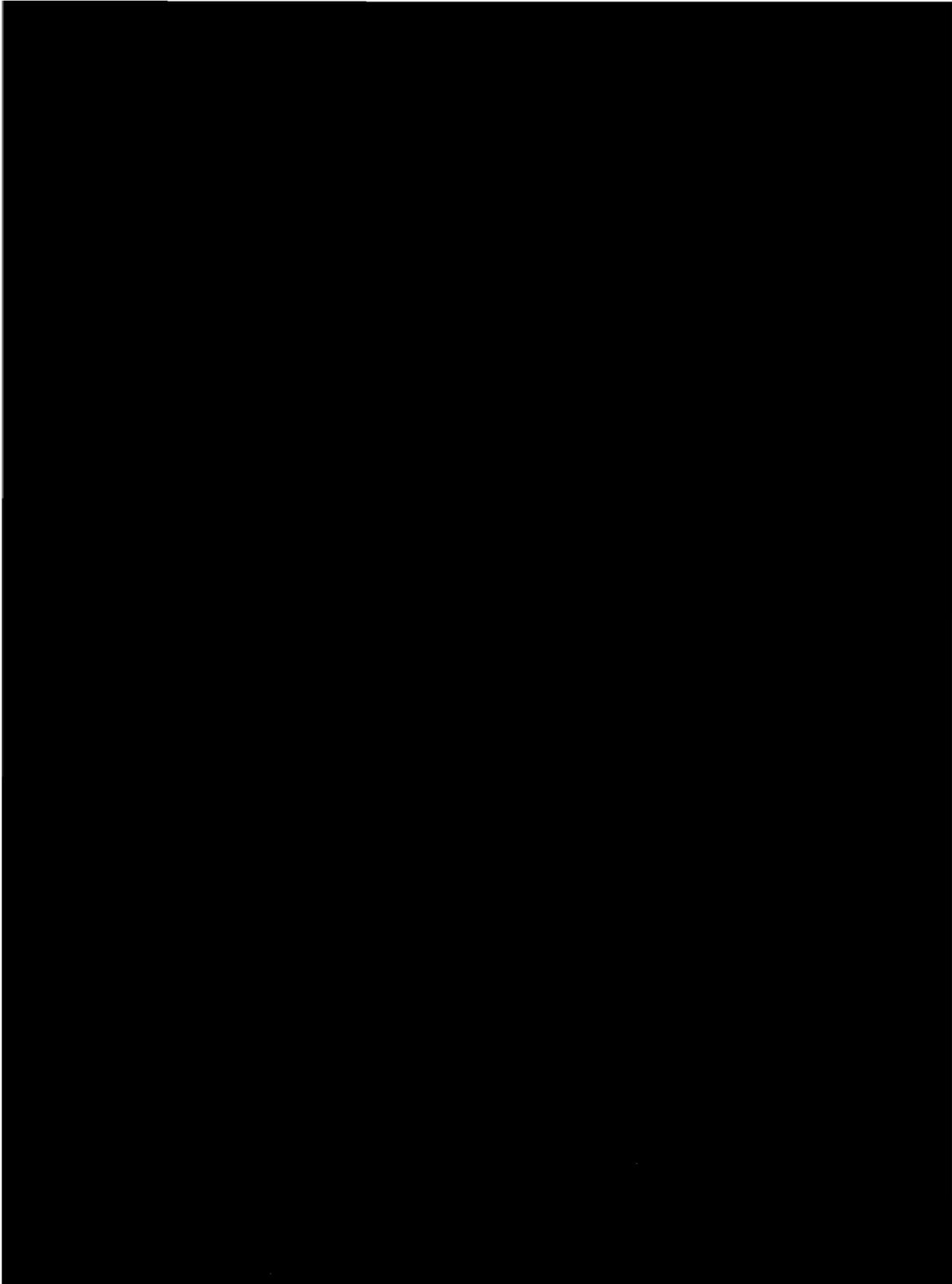
17. REQUIRED DISTRIBUTION

- (X) CONTRACTOR
- ( ) SUBCONTRACTOR
- ( ) COG FOR PRIME & SUBCONTRACTOR
- (X) ADMINISTRATIVE CONTRACTING OFFICER
- (X) OTHERS AS NECESSARY

(b) (6)

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(b)(6)

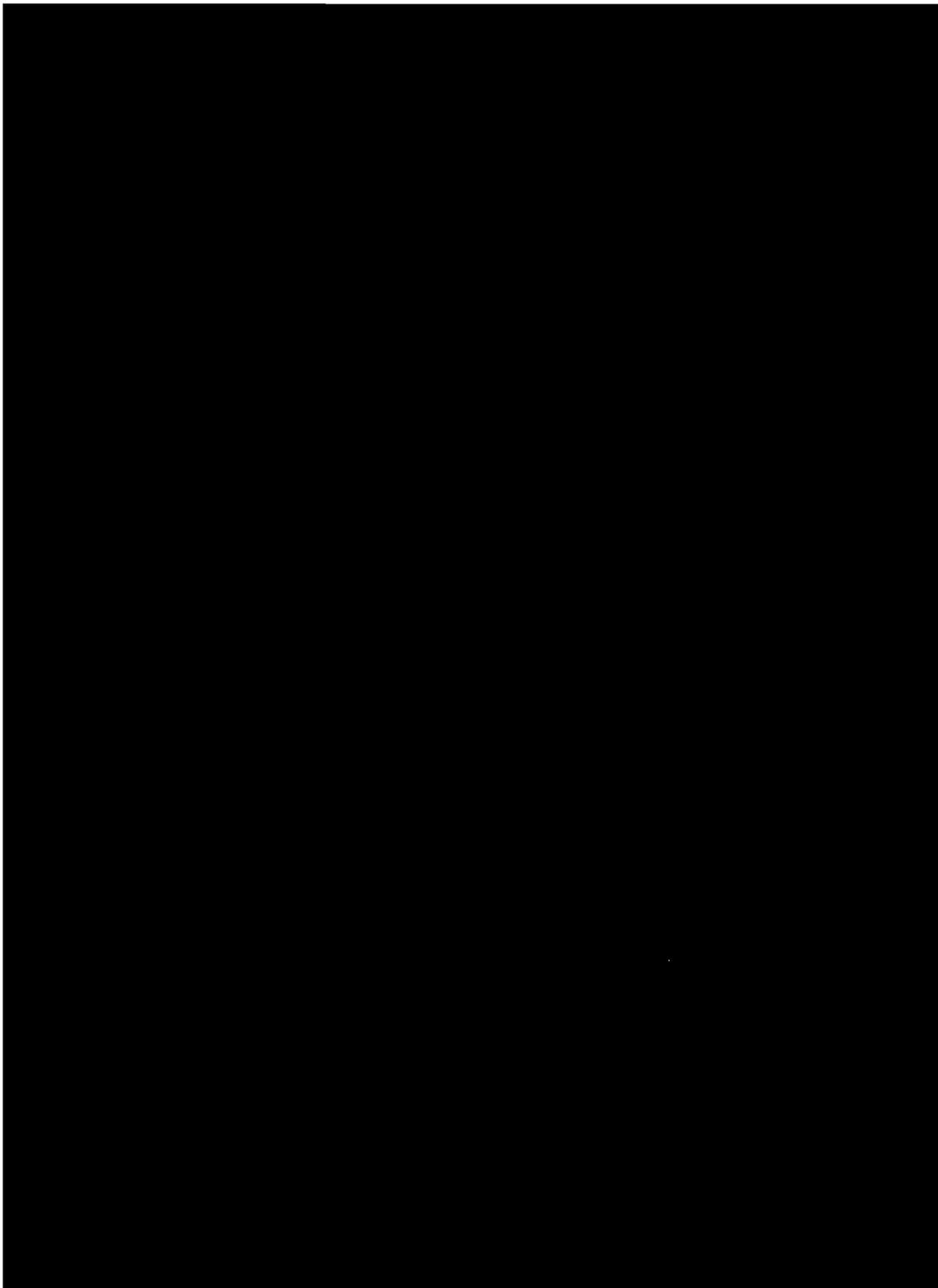


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(E)

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(E)

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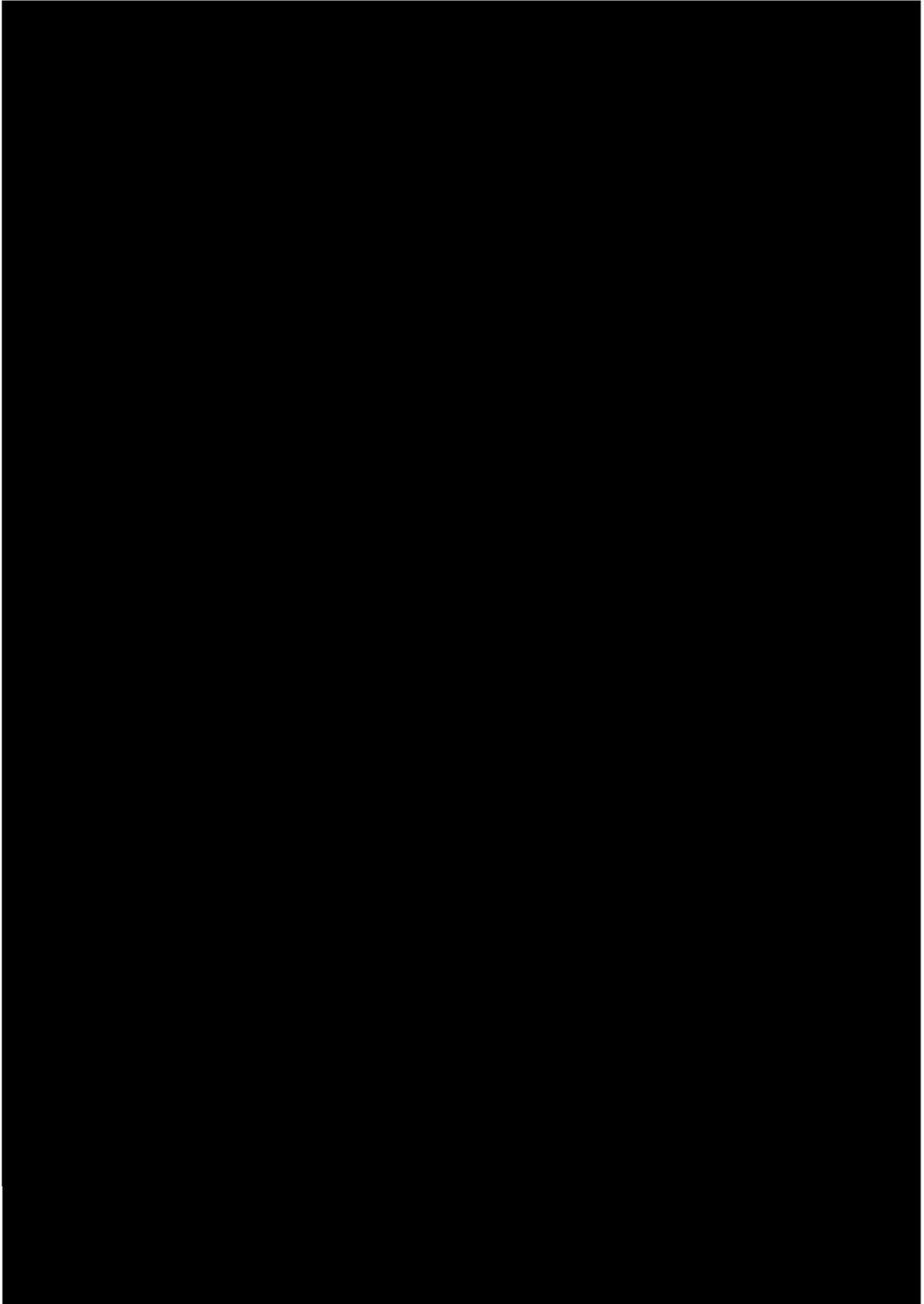


(b)(7)  
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(E)

(b)(7)  
(E)

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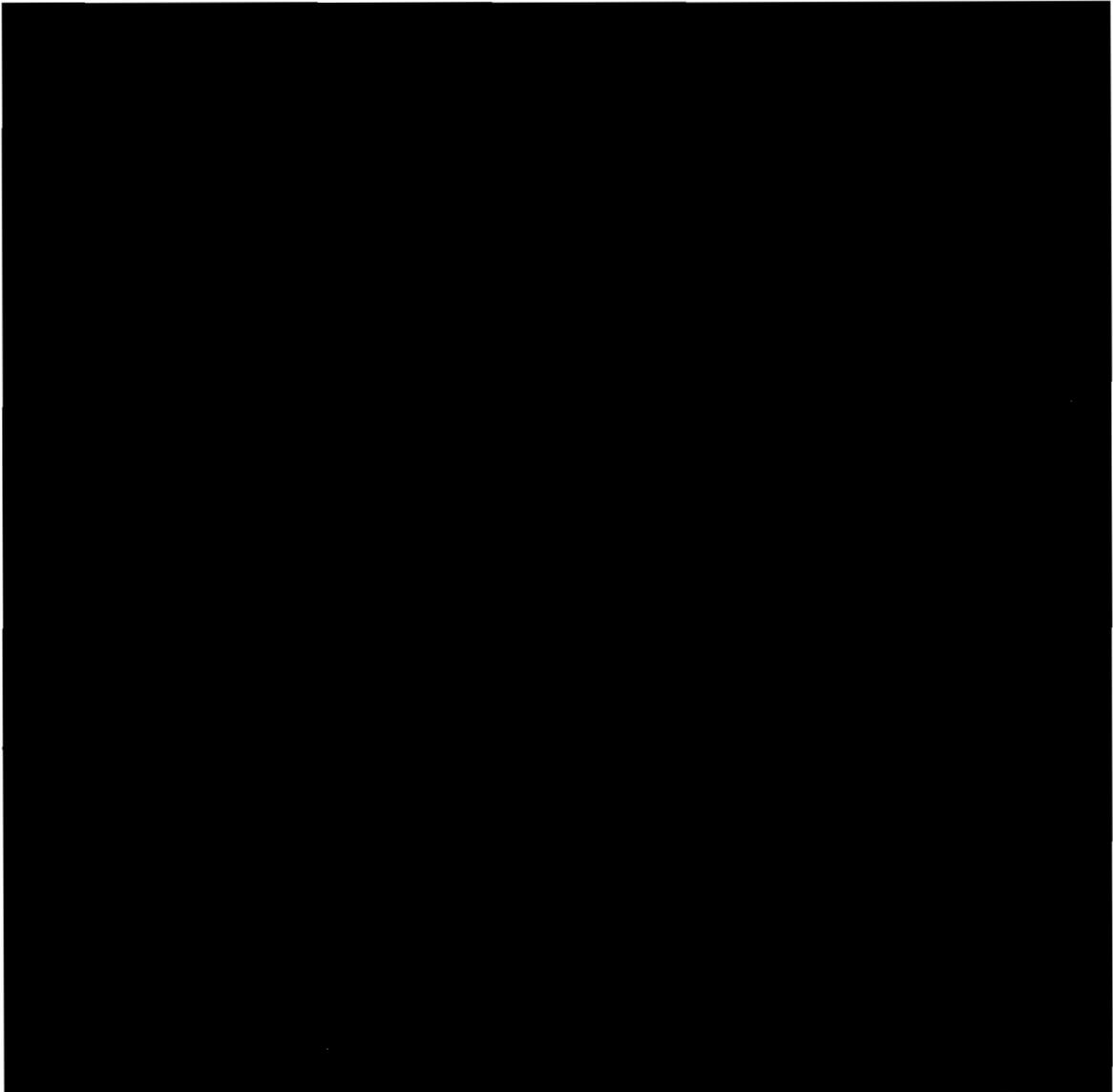


(b)(7)(E)

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(b)(7)(E)

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(b)(7)(E)

(b)(7)(E)

(b)(7)(E)

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CONTRACT DATA REQUIREMENTS LIST (1 Data Item)						Form Approved OMB No. 0704-0188	
Public reporting burden for this collection of information is estimated to average 110 hours per year including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing the reviewing the collection of information. Send comments regarding this burden, estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DO NOT send your form to either of these addresses. Send completed form to the Government Issuing Contracting Office for the Contract/PR NO listed Block E.							
A. CONTRACT LINE ITEM NO. 0002, 0004		B. EXHIBIT A		C. CATEGORY: TDP          TM          OTHER			
D. SYSTEM/ITEM AEROSTAT			E. CONTRACT/PR NO.		F. CONTRACTOR		
1. DATA ITEM NO A001		2. TITLE OF DATA ITEM RECORDS OF MEETING/MINUTES REPORT			3. SUBTITLE		
4. AUTHORITY (DATA ACQUISITION DOC NO. DI-ADMN-81505		5. CONTRACT REFERENCE SOW PARA 2.3, 2.6.2			6. REQUIRING OFFICE CSSD-TC-SA		
7. DD 250 REQ LT	9. DIST STATEMENT REQUIRED	10. FREQ ASREQ	12. DATE OF FIRST SUB ASREQ	14. DISTRIBUTION			
8. APP CODE A		11. AOD	13. DATE OF SUBSEQ SUB ASREQ	a. ADDRESSEE		b. COPIES Draft    Final Reg    Repr	
<p>16. REMARKS</p> <p>DEVELOP AND SUBMIT A DETAILED AGENDA 10 WORKING DAYS PRIOR TO THE MEETING DATE. THE AGENDA WILL INCLUDE THE LIST OF EXPECTED GOVERNMENT, CONTRACTOR, SUBCONTRACTOR, AND IPT ATTENDEES.</p> <p>KICK-OFF MTG: CONDUCT AT CONTRACTOR FACILITY WITHIN 15 DAC. PRESENT FOR GOV APPROVAL DETAILED PATHS/ENTRANCE AND EXIT CRITERIA FOR CPDR AND CCDR.</p> <p>IBR: INTEGRATED BASELINE REVIEW SHALL BE CONDUCTED WITHIN 30 DAYS AFTER CONTRACT AWARD AT THE CONTRACTOR FACILITY.</p> <p>QPRs: THREE QUARTERLY PROGRAM REVIEWS SHALL BE CONDUCTED AT THE CONTRACTOR FACILITY AND ONE AT THE AEROSTAT JPO, HUNTSVILLE, AL.</p> <p>PMR: PROJECT MANAGER REVIEWS SHALL BE CONDUCTED AT THE REQUEST OF THE GOVERNMENT. THE CONTRACTOR WILL UTILIZE VIDEO TELECONFERENCE (VTC) TO THE MAXIMUM EXTENT POSSIBLE TO CONDUCT PMRs.</p> <p>SUBMIT THE MINUTES AND LIST OF ATTENDEES OF EACH MEETING WITHIN 5 WORKING DAYS AFTER MEETING COMPLETION. THE MINUTES SHALL INCLUDE ACTION ITEMS (CONTRACTOR AND GOVT), THE PERSON RESPONSIBLE, AND REQUIRED COMPLETION DATE.</p> <p>CONTRACTOR FORMAT ACCEPTABLE. APPROVAL: G10/C10.</p> <p>*LETTER OF TRANSMITTAL ONLY.</p>				-TC-SA		1	4
				ONE DISK			
				*-CM-CN			
				15. TOTAL ---->			
G. PREPARED BY		H. DATE		I. APPROVED		DATE	
[REDACTED]		(b) (6)		[REDACTED]		8 Apr 97	
17. PRICE GROUP		18. ESTIMATED TOTAL PRICE		Page 1 of 20			

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CONTRACT DATA REQUIREMENTS LIST (1 Data Item)				Form Approved OMB No. 0704-0188		
Public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing the reviewing the collection of information. Send comments regarding this burden, estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DO NOT send your form to either of these addresses. Send completed form to the Government Issuing Contracting Office for the Contract/PR NO listed Block E.						
A. CONTRACT LINE ITEM NO. 0002, 0004		B. EXHIBIT A	C. CATEGORY: TDP          TM          OTHER			
D. SYSTEM/ITEM AEROSTAT		E. CONTRACT/PR NO.		F. CONTRACTOR		
1. DATA ITEM NO A002	2. TITLE OF DATA ITEM INTEGRATED MASTER SCHEDULE (IMS)		3. SUBTITLE MASTER INTEGRATED PROGRAM SCHEDULE (MIPS)			
4. AUTHORITY (DATA ACQUISITION DOC NO. DI-MISC-81183A)		5. CONTRACT REFERENCE SOW PARA 2.4		6. REQUIRING OFFICE CSSD-TC-SA		
7. DD 250 REQ LT	9. DIST STATEMENT REQUIRED	10. FREQ BLK16	12. DATE OF FIRST SUB 15 DAC	14. DISTRIBUTION		
8. APP CODE A		11. AOD	13. DATE OF SUBSEQ SUB BLK 16	a. ADDRESSEE	b. COPIES Draft    Final Reg    Rep	
16. REMARKS SUBMIT THE MIPS AT THE KICK-OFF MEETING 15 DAC. INITIAL SUBMISSION SHALL USE PROPOSAL NEGOTIATED INTEGRATED SCHEDULE AS A BASELINE FROM WHICH THE SCHEDULES SHALL BE DEVELOPED.  THE MIPS SHALL BE MAINTAINED CURRENT TO REFLECT PROGRAM CHANGE AND PROGRESS. SUBMIT QUARTERLY UPDATES IN CONJUNCTION WITH THE QUARTERLY PROGRAM REVIEW (QPRs).  APPROVAL: G15/C15.  *LETTER OF TRANSMITTAL ONLY.				-TC-SA 1 DISK *-CM-CN		
				15. TOTAL ---->      0      1		
G. PREPARED BY		H. DATE	I. APPROVED BY		J. DATE	
17. PRICE GROUP		18. ESTIMATED TOTAL PRICE		Page 2 of 20 Pages		

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**CONTRACT DATA REQUIREMENTS LIST**

(1 Data Item)

Form Approved  
OMB No. 0704-0188

Public reporting burden for this collection of information is estimated to average 110 hours per including the time for reviewing instructions, searching existing data sources, gathering and ma the data needed, and completing the reviewing the collection of information. Send comments rega burden, estimate or any other aspect of this collection of information, including suggestions fo this burden, to Department of Defense, Washington Headquarters Services, Directorate for Informa and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Offic Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DO your form to either of these addresses. Send completed form to the Government Issuing Contracting for the Contract/PR NO listed Block E.

<b>A. CONTRACT LINE ITEM NO.</b> 0004	<b>B. EXHIBIT</b> A	<b>C. CATEGORY:</b> TDP          TM          OTHER
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<b>D. SYSTEM/ITEM</b> AEROSTAT	<b>E. CONTRACT/PR NO.</b>	<b>F. CONTRACTOR</b>
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<b>1. DATA ITEM NO</b> A003	<b>2. TITLE OF DATA ITEM</b> CONTRACT WORK BREAKDOWN STRUCTURE	<b>3. SUBTITLE</b>
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<b>4. AUTHORITY</b> (DATA ACQUISITION DOC NO. DI-MGMT-81334	<b>5. CONTRACT REFERENCE</b> SOW PARA 2.5	<b>6. REQUIRING OFFIC</b> CSSD-TC-SA
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<b>7. DD 250 REQ</b> LT	<b>9. DIST STATEMENT</b> REQUIRED	<b>10. FREQ</b> ASREQ	<b>12. DATE OF FIRST SUB</b> 15 DAC	<b>14. DISTRIBUTION</b>	
<b>8. APP CODE</b> A		<b>11. AOD</b>	<b>13. DATE OF SUBSEQ SUB</b> ASREQ	<b>a. ADDRESSEE</b>	<b>b. COPI</b> Draft    Fin Reg    Re

<b>16. REMARKS</b> SUBMIT A DRAFT CWBS AND DICTIONARY AT THE KICK-OFF MEETING 15 DAC. THE CWBS SHALL BE DEVELOPED TO THE LOWEST LEVEL AT WHICH WORK IS PERFORMED. SUBMIT CHANGES AS REQUIRED TO MAINTAIN CURRENT. A NOTIONAL WBS IS ENCLOSED.  CONTRACTOR FORMAT ACCEPTABLE.  ONE DISK SUBMITTED TO [REDACTED] ONLY.  APPROVAL: G30/C30.	-TC-SA	2	
	-CM-CN	1	
	1 DISK		
<b>15. TOTAL ----&gt;</b>		0	3

<b>G. PREPARED BY</b>	<b>H. DATE</b>	<b>I. APPROVED BY</b>	<b>J. DATE</b>
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<b>17. PRICE GROUP</b>	<b>18. ESTIMATED TOTAL PRICE</b>	Page 3 of 20 Page
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<b>CONTRACT DATA REQUIREMENTS LIST</b> (1 Data Item)						Form Approved OMB No. 0704-0188					
Public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DO NOT send your form to either of these addresses. Send completed form to the Government Issuing Contracting Office for the Contract/PR NO listed Block E.											
<b>A. CONTRACT LINE ITEM NO.</b> 0002		<b>B. EXHIBIT</b> A		<b>C. CATEGORY:</b> TDP      TM      OTHER							
<b>D. SYSTEM/ITEM</b> AEROSTAT			<b>E. CONTRACT/PR NO.</b>		<b>F. CONTRACTOR</b>						
<b>1. DATA ITEM NO</b> A004	<b>2. TITLE OF DATA ITEM</b> FUNDS AND MANHOOR EXPENDITURE REPORT (FMER)				<b>3. SUBTITLE</b>						
<b>4. AUTHORITY</b> (DATA ACQUISITION DOC NO.) DI-FNCL-80331		<b>5. CONTRACT REFERENCE</b> SOW PARA 2.6.1			<b>6. REQUIRING OFFICE</b> CSSD-TC-SA						
<b>7. DD 250 REQ</b> LT	<b>9. DIST</b> STATEMENT	<b>10. FREQ</b> MTHLY	<b>12. DATE OF FIRST SUB</b> BLK 16	<b>14. DISTRIBUTION</b>							
<b>8. APP CODE</b> N/A	<b>9. DIST</b> REQUIRED	<b>11. AOD</b>	<b>13. DATE OF SUBSEQ SUB</b> BLK 16	<b>a. ADDRESSEE</b>		<b>b. COPIES</b>					
<b>16. REMARKS</b> ITEM 12: 20 CALENDAR DAYS AFTER CLOSE OF FIRST FULL ACCOUNTING MONTH AFTER CONTRACT AWARD.  ITEM 13: 20 DAYS AFTER CLOSE OF ACCOUNTING MONTH.  THE FMER SHALL BE SUBMITTED FOR THE RISK MITIGATION SEGMENT (CLIN 0001) OF THE CONTRACT.  TAILOR DID: BLOCK 10, PREPARATION INSTRUCTIONS, 10.3.2, FUNDS EXPENDITURE GRAPH IS NOT REQUIRED.  *LETTER OF TRANSMITTAL ONLY.				-TC-SA		Draft	Final				
				-RM-M		5	1	Reg	Rep		
				*CM-CN		1	1	0	0		
				15. TOTAL ---->		0	6	0	0		
				<b>G. PREPARED BY</b>		<b>H. DATE</b>		<b>I. APPROVED BY</b>		<b>J. DATE</b>	
				<b>17. PRICE GROUP</b>		<b>18. ESTIMATED TOTAL PRICE</b>		Page 4 of 10 Pages			

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CONTRACT DATA REQUIREMENTS LIST (1 Data Item)				Form Approved OMB No. 0704-0188			
<p>PUBLIC REPORTING BURDEN FOR THIS COLLECTION OF INFORMATION IS ESTIMATED TO AVERAGE 110 HOURS PER YEAR INCLUDING THE TIME FOR REVIEWING INSTRUCTIONS, SEARCHING EXISTING DATA SOURCES, GATHERING AND MAINTAINING THE DATA NEEDED, AND COMPLETING THE REVIEWING THE COLLECTION OF INFORMATION. SEND COMMENTS REGARDING BURDEN, ESTIMATE OR ANY OTHER ASPECT OF THIS COLLECTION OF INFORMATION, INCLUDING SUGGESTIONS FOR REDUCING THIS BURDEN, TO DEPARTMENT OF DEFENSE, WASHINGTON HEADQUARTERS SERVICES, DIRECTORATE FOR INFORMATION AND REPORTS, 1215 JEFFERSON DAVIS HIGHWAY, SUITE 1204, ARLINGTON, VA 22202-4302, AND TO THE OFFICE OF MANAGEMENT AND BUDGET, PAPERWORK REDUCTION PROJECT (0704-0188), WASHINGTON, DC 20503. PLEASE DO NOT RETURN YOUR FORM TO EITHER OF THESE ADDRESSES. SEND COMPLETED FORM TO THE GOVERNMENT ISSUING CONTRACTING OFFICE FOR THE CONTRACT/PR NO LISTED BLOCK E.</p>							
A. CONTRACT LINE ITEM NO. 0002, 0004		B. EXHIBIT A		C. CATEGORY: TDP _____ TM _____ OTHER _____			
D. SYSTEM/ITEM AEROSTAT			E. CONTRACT/PR NO.		F. CONTRACTOR		
1. DATA ITEM NO. A010	2. TITLE OF DATA ITEM DATABASE DESIGN DESCRIPTION			3. SUBTITLE DESIGN NOTEBOOK			
4. AUTHORITY (DATA ACQUISITION DOC NO.) DI-IPSC-81437		5. CONTRACT REFERENCE SOW PARA 4.2, 4.3			6. REQUIRING OFFICE CSSD-TC-SA		
7. DD 250 REQ LT	9. DIST STATEMENT REQUIRED	10. FREQ	12. DATE OF FIRST SUB 90 DAC		14. DISTRIBUTION		
8. APP CODE N/A		11. AOD	13. DATE OF SUBSEQ SUB BLK 16		a. ADDRESSEE		b. COPIES
<p>16. REMARKS</p> <p>SUBMIT THE DESIGN NOTEBOOK 90 DAYS AFTER CONTRACT AWARD. SUBSEQUENT UPDATE SUBMISSIONS SHALL BE AT 6 MONTH INTERVALS AND AT CPDR AND CCDR. THE UPDATES SHALL BE SUBMITTED AS CHANGE PAGES TO THE BASIC DOCUMENT.</p> <p>THE DESIGN NOTEBOOK SHALL BE BASED ON MATERIAL PROVIDED IN THE PROPOSAL. THE NOTEBOOK SHALL CONSIST OF TWO VOLUMES. VOLUME I SHALL CONTAIN THE KEY ANALYSES AND TRADEOFF STUDIES CONDUCTED TO SUPPORT REQUIREMENTS ALLOCATION, DESIGN AND DESIGN TRADEOFFS. VOLUME II SHALL CONTAIN A DESCRIPTION OF THE SYSTEM ARCHITECTURE THAT IS BEING DEVELOPED AND FABRICATED. THE DESCRIPTION SHALL BE PROVIDED IN TERMS OF VISUAL DESCRIPTIONS, PERFORMANCE ESTIMATES, AND PHYSICAL PROPERTIES.</p> <p>CONTRACTOR FORMAT IS ACCEPTABLE.</p> <p>*LETTER OF TRANSMITTAL ONLY.</p>					-TC-SA	1	
					*-CM-CN		
					1 DISK		
15. TOTAL ---->					0	1	
G. PREPARED BY		H. DATE		I. APPROVED BY		J. DATE	
17. PRICE GROUP		18. ESTIMATED TOTAL PRICE			Page 10 of 10		

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CONTRACT DATA REQUIREMENTS LIST (1 Data Item)						Form Approved OMB No. 0704-0188	
Public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing the reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DO NOT send your form to either of these addresses. Send completed form to the Government Issuing Contracting Office for the Contract/PR NO listed Block E.							
A. CONTRACT LINE ITEM NO. 0004		B. EXHIBIT A		C. CATEGORY: TDP      TM      OTHER			
D. SYSTEM/ITEM AEROSTAT			E. CONTRACT/PR NO.		F. CONTRACTOR		
1. DATA ITEM NO A011		2. TITLE OF DATA ITEM PERFORMANCE SPECIFICATIONS DOCUMENTS			3. SUBTITLE HARDWARE/SOFTWARE PERFORMANCE SPECIFICATIONS		
4. AUTHORITY (DATA ACQUISITION DOC NO. DI-SDMP-81465			5. CONTRACT REFERENCE SOW PARA 3.2		6. REQUIRING OFFICE CSSD-TC-SA		
7. DD 250 REQ LT	9. DIST STATEMENT REQUIRED	10. FREQ BLK16	12. DATE OF FIRST SUB BLK 16	14. DISTRIBUTION			
8. APP CODE A		11. AOD	13. DATE OF SUBSEQ SUB BLK 16	a. ADDRESSEE		b. COPIES Draft    Final Reg    Rep	
16. REMARKS SUBMIT PERFORMANCE SPECIFICATIONS 60 DAYS PRIOR TO CPDR AND CCDR. THE HW/SW PERFORMANCE SPECIFICATIONS SHALL INCLUDE THE FOLLOWING:  1. SYSTEM LEVEL SPEC 2. PLATFORM SPEC 3. PAYLOAD SPEC 4. PTIR 5. SURV SPEC 6. PROCESSING STATION SPEC  SUBSEQUENT SUBMISSIONS AS REQUIRED.  CONTRACTOR FORMAT ACCEPTABLE.  APPROVAL: G30/C30.          *LETTER OF TRANSMITTAL ONLY.				-TC-SA			
				*-CM-CN			
				1 DISK			
				15. TOTAL ---->			
G. PREPARED BY		H. DATE		I. APPROVED BY		J. DATE	
17. PRICE GROUP		18. ESTIMATED TOTAL PRICE		Page 11 of 20 Pages			

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<b>CONTRACT DATA REQUIREMENTS LIST</b> (1 Data Item)						Form Approved OMB No. 0704-0188	
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<b>A. CONTRACT LINE ITEM NO.</b> 0004		<b>B. EXHIBIT</b> A		<b>C. CATEGORY:</b> TDP _____ TM _____ OTHER _____			
<b>D. SYSTEM/ITEM</b> AEROSTAT			<b>E. CONTRACT/PR NO.</b>		<b>F. CONTRACTOR</b>		
<b>1. DATA ITEM NO</b> A012		<b>2. TITLE OF DATA ITEM</b> INTERFACE CONTROL DRAWING DOCUMENTATION			<b>3. SUBTITLE</b> INTERFACE CONTROL DOCUMENTS (ICD)		
<b>4. AUTHORITY</b> (DATA ACQUISITION DOC NO.) DI-CMAN-81248		<b>5. CONTRACT REFERENCE</b> SOW PARA 3.2, 3.7			<b>6. REQUIRING OFFICE</b> CSSD-TC-SA		
<b>7. DD 250 REQ</b> LT	<b>9. DIST STATEMENT</b> REQUIRED	<b>10. FREQ</b> BLK16	<b>12. DATE OF FIRST SUB</b> BLK 16		<b>14. DISTRIBUTION</b>		
<b>8. APP CODE</b> A		<b>11. AOD</b>	<b>13. DATE OF SUBSEQ SUB</b> BLK 16		<b>a. ADDRESSEE</b>		<b>b. COPIES</b>
<b>16. REMARKS</b> SUBMIT THE ICD 60 DAYS PRIOR TO THE CPDR AND CDR. CONTRACTOR FORMAT ACCEPTABLE.  APPROVAL: G30/C30.  *LETTER OF TRANSMITTAL ONLY.					-TC-SA	Draft	Final
					*-CM-CN		
					<b>15. TOTAL ----&gt;</b>		
<b>G. PREPARED BY</b>		<b>H. DATE</b>		<b>I. APPROVED BY</b>		<b>J. DATE</b>	
<b>17. PRICE GROUP</b>		<b>18. ESTIMATED TOTAL PRICE</b>			Page 12 of 20 Page		

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A016 (Continued)

The contractor shall meet all the requirements for conducting a CPDR or CCDR.

1.0 Risk.

1.1 Maturity to Enter Next Part or Segment.

1.1.1 Payload(s) Risk to Enter Next Part or Segment.

1.1.1.1 Precision Track Illumination Radar (PTIR) Technical Risk Mitigation.

a. The contractor shall submit data to demonstrate the maturity of the PTIR to enter next part or segment. Data shall address all hardware and software components of the PTIR. For the purposes of this solicitation, components are defined to be low-level software units for software, and to circuit card assembly (CCA) and equivalent mechanical part levels for hardware. Do not include data on hardware or software that does not directly relate to the next part or segment. Detailed specification trees to the component level (hardware and software) shall be provided. All data shall be indexed to the specification trees. Integration shall be addressed at all levels. All claims shall be supported by data (test, simulation, analysis) and the sources of all leveraged technology shall be stated. All data shall be capable of being validated. Risk definitions of high, medium, and low shall not be used. Rather, submit a specific definition of the risk area, with the appropriate data that shows specifically how the risk has been mitigated and what risk areas remain.

b. If appropriate, the offeror may submit other data to demonstrate the maturity of the PTIR to enter next part or segment.

1.1.1.2 Surveillance Radar (SR) Technical Risk Mitigation.

a. The contractor shall submit data to demonstrate the maturity of the SR to enter next part or segment. Data shall address all hardware and software components of the SR. For the purposes of this solicitation, components are defined to be low-level software units for software, and to circuit card assembly (CCA) and equivalent mechanical part levels for hardware. Do not include data on hardware or software that does not directly relate to the next part or segment. Detailed specification trees to the component level (hardware and software) shall be provided. All data shall be indexed to the specification trees. Integration shall be addressed at all levels. All claims shall be supported by data (test, simulation, analysis) and the sources of all leveraged technology shall be stated. All data shall be capable of being validated. Risk definitions of high, medium, and low shall not be used. Rather, submit a specific definition of the risk area, with the appropriate data that shows specifically how the risk has been mitigated and what risk areas remain.

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b. If appropriate, the offeror may submit other data to demonstrate the maturity of the SR to enter next part or segment.

1.1.2 Integration Risk (Technical) to Enter Next Part or Segment.

a. The contractor shall submit data to demonstrate the maturity of the aerostat system integration to enter next part or segment. Data shall address all hardware and software components of the aerostat system. For the purposes of this solicitation, components are defined to be low-level software units for software, and to circuit card assembly (CCA) and equivalent mechanical part levels for hardware. Do not include data on hardware or software that does not directly relate to the next part or segment. Detailed specification trees to the component level (hardware and software) shall be provided. All data shall be indexed to the specification trees. Integration shall be addressed at all levels. All claims shall be supported by data (test, simulation, analysis) and the sources of all leveraged technology shall be stated. All data shall be capable of being validated. Risk definitions of high, medium, and low shall not be used. Rather, submit a specific definition of the risk area, with the appropriate data that shows specifically how the risk has been mitigated and what risk areas remain.

b. If appropriate, the offeror may submit other data to demonstrate the maturity of the aerostat system to enter next part or segment.

1.1.3 Platform(s) Technical Risk to Enter Next Part or Segment.

a. The contractor shall submit data to demonstrate the maturity of the platform(s) to enter next part or segment. Data shall address all hardware and software components of the platform(s). For the purposes of this solicitation, components are defined to be low-level software units for software, and to circuit card assembly (CCA) and equivalent mechanical part levels for hardware. Do not include data on hardware or software that does not directly relate to the next part or segment. Detailed specification trees to the component level (hardware and software) shall be provided. All data shall be indexed to the specification trees. Integration shall be addressed at all levels. All claims shall be supported by data (test, simulation, analysis) and the sources of all leveraged technology shall be stated. All data shall be capable of being validated. Risk definitions of high, medium, and low shall not be used. Rather, submit a specific definition of the risk area, with the appropriate data that shows specifically how the risk has been mitigated and what risk areas remain.

b. If appropriate, the offeror may submit other data to demonstrate the maturity of the platform(s) to enter next part or segment.

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1.1.4 Processing Station(s) Technical Risk to Enter Next Part or Segment.

a. The contractor shall submit data to demonstrate the maturity of the processing station(s) to enter next part or segment. Data shall address all hardware and software components of the processing station(s). For the purposes of this solicitation, components are defined to be low-level software units for software, and to circuit card assembly (CCA) and equivalent mechanical part levels for hardware. Do not include data on hardware or software that does not directly relate to the next part or segment. Detailed specification trees to the component level (hardware and software) shall be provided. All data shall be indexed to the specification trees. Integration shall be addressed at all levels. All claims shall be supported by data (test, simulation, analysis) and the sources of all leveraged technology shall be stated. All data shall be capable of being validated. Risk definitions of high, medium, and low shall not be used. Rather, submit a specific definition of the risk area, with the appropriate data that shows specifically how the risk has been mitigated and what risk areas remain.

b. If appropriate, the offeror may submit other data to demonstrate the maturity of the processing station(s) to enter next part or segment.

2.0 Technical.

2.1 Effectiveness.

2.1.1 Target Track Performance. The contractor shall provide rationale to demonstrate that the proposed design meets or exceeds the target track performance requirements of the aerostat system, as stated in the aerostat performance specification. Specifically address each requirement of the aerostat performance specification. The offeror shall provide a detailed design and justify in detail the feasibility of the design. The design shall be indexed to the requirements of the aerostat performance specification and traceable to the applicable WBS level.

2.1.2 Target Acquisition Performance. The contractor shall provide rationale to demonstrate that the proposed design meets or exceeds the target acquisition performance requirements of the aerostat system, as stated in the aerostat performance specification. Specifically address each requirement of the aerostat performance specification. The offeror shall provide a detailed design and justify in detail the feasibility of the design. The design shall be indexed to the requirements of the aerostat performance specification and traceable to the applicable WBS level.

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2.1.3 Performance. The contractor shall provide rationale to demonstrate that the proposed design meets or exceeds the performance requirements of the aerostat system, as stated in the aerostat performance specification. Specifically address each requirement of the aerostat performance specification. The offeror shall provide a detailed design and justify in detail the feasibility of the design. The design shall be indexed to the requirements of the aerostat performance specification and traceable to the applicable WBS level.

(b)(3)(A)  
(i)&Title 10  
Sec 130 (a)(b)

2.1.4 Survivability and Countermeasures Performance. The contractor shall provide rationale to demonstrate that the proposed design meets or exceeds the survivability and countermeasures performance requirements of the aerostat system, as stated in the aerostat performance specification. Specifically address each requirement of the aerostat performance specification. The offeror shall provide a detailed design and justify in detail the feasibility of the design. The design shall be indexed to the requirements of the aerostat performance specification and traceable to the applicable WBS level.

2.1.5 Inherent Availability. The contractor shall provide rationale to demonstrate that the proposed design meets or exceeds the survivability and countermeasures performance requirements of the aerostat system, as stated in the aerostat performance specification. Specifically address each requirement of the aerostat performance specification. The offeror shall provide a detailed design and justify in detail the feasibility of the design. The design shall be indexed to the requirements of the aerostat performance specification and traceable to the applicable WBS level.

2.2 Design.

2.2.1 Modularity/Growth. The contractor shall provide rationale to demonstrate that the proposed design meets or exceeds the modularity/growth requirements of the aerostat system, as stated in the aerostat performance specification. The offeror shall provide a detailed design and justify in detail the flexibility of the design. The design shall be indexed to the requirements of the aerostat performance specification.

3.0 Cost. To enter the next part or segment, the contractor shall submit cost reports, in C/SSR format, to show how the contractor has met original cost proposal goals during the previous part or segment. Cost reports shall be presented in sufficient detail to allow government evaluation of offeror's ability to meet the original cost proposal goals.

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CONTRACT DATA REQUIREMENTS LIST  
(1 Data Item)

Form Approved  
OMB No. 0704-0188

Public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing the reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DO NOT RETURN your form to either of these addresses. Send completed form to the Government Issuing Contracting Office for the Contract/PR NO listed Block E.

A. CONTRACT LINE ITEM NO. 0004		B. EXHIBIT A		C. CATEGORY: TDP _____ TM _____ OTHER _____	
D. SYSTEM/ITEM AEROSTAT			E. CONTRACT/PR NO.		F. CONTRACTOR
1. DATA ITEM NO. A018		2. TITLE OF DATA ITEM INTEGRATED SUPPORT PLAN			3. SUBTITLE
4. AUTHORITY (DATA ACQUISITION DOC NO.) DI-ILSS-80395		5. CONTRACT REFERENCE SOW PARA 6.1.1			6. REQUIRING OFFICE CSSD-TC-SA
7. DD 250 REQ LT	9. DIST STATEMENT REQUIRED	10. FRQG BLK16	12. DATE OF FIRST SUB BLK 16	14. DISTRIBUTION	
8. APP CODE A		11. AOD	13. DATE OF SUBSEQ SUB BLK 16	a. ADDRESSEE	b. COPIES Draft Final Reg Rep
16. REMARKS SUBMIT 60 DAYS PRIOR TO CPDR AND CCDR. THE INTEGRATED SUPPORT PLAN (ISP) SHALL INCLUDE:				-TC-SA	1 4
1. MAINTENANCE PLAN FOR ADP, LEAVE BEHIND (LB) AND OBJECTIVE SYSTEMS. INCLUDE SPECIFIC INFORMATION ON BIT/BITE, FAILURE ANALYSIS/DIAGNOSTICS, ON-LINE DIAGNOSTICS, ON GROUND RESOLUTION OF SOFTWARE ANOMALIES, AND RAM CHARACTERISTICS.				-TC-EV	1
2. SUPPLY SUPPORT PLAN FOR ADP, LB, AND OBJECTIVE SYSTEMS.				-TC-WS	1
3. EQUIPMENT PLAN FOR ADP, LB, AND OBJECTIVE SYSTEMS. (INCLUDE SPECIFIC INFORMATION CONCERNING COTS AND GOTS EQUIPMENT SUCH AS COST, RANGE & QUANTITY, AND REQUIREMENTS SCHEDULE).				*-CM-CN	
4. MANPRINT MANAGEMENT PLAN FOR ADP, LB, AND OBJECTIVE SYSTEMS.					
5. TRAINING PLAN FOR ADP, LB, AND OBJECTIVE SYSTEMS.					
6. DEPLOYMENT PLAN FOR DEPLOYMENT OF OPERATIONAL LB SYSTEM.					
CONTRACTOR FORMAT ACCEPTABLE. APPROVAL: G45/C30					
SUBMIT DISK TO -TC-SA ONLY.					
* LETTER OF TRANSMITTAL ONLY.					
				5. TOTAL	

G. PREPARED BY

H. DATE

I. APPROVED BY

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(b)(6)

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<b>A. CONTRACT LINE ITEM NO.</b> 0002, 0004		<b>B. EXHIBIT</b> A		<b>C. CATEGORY:</b> TDP _____ TM _____ OTHER _____			
<b>D. SYSTEM/ITEM</b> AEROSTAT			<b>E. CONTRACT/PR NO.</b>		<b>F. CONTRACTOR</b>		
<b>1. DATA ITEM NO</b> A019		<b>2. TITLE OF DATA ITEM</b> SCIENTIFIC AND TECHNICAL REPORTS SUMMARIES			<b>3. SUBTITLE</b> ENVIRONMENTAL FAILURE REPORT		
<b>4. AUTHORITY</b> (DATA ACQUISITION DOC NO. DI-MISC-80048		<b>5. CONTRACT REFERENCE</b> SOW PARA 6.3			<b>6. REQUIRING OFFICE</b> CSSD-TC-SA		
<b>7. DD 250 REQ</b> LT	<b>9. DIST STATEMENT</b> REQUIRED	<b>10. FREQ ASREQ</b>	<b>12. DATE OF FIRST SUB</b> BLK 16	<b>14. DISTRIBUTION</b>			
<b>8. APP CODE</b> N/A		<b>11. AOD</b>	<b>13. DATE OF SUBSEQ SUB</b> BLK 16	<b>a. ADDRESSEE</b>		<b>b. COPIES</b>	
<b>16. REMARKS</b> THE CONTRACTOR SHALL IMMEDIATELY NOTIFY BY TELEPHONE THE CONTRACTING OFFICER OF FAILURES OR PROJECTED FAILURES OF COMPLIANCE WITH ENVIRONMENTAL REQUIREMENT.  A WRITTEN REPORT SHALL BE SUBMITTED WITHIN FIVE (5) WORKING DAYS. THE REPORT SHALL DEFINE THE PROBLEMS, WHEN, WHERE, AND HOW IT OCCURRED, ACTIONS THAT WERE TAKEN IMMEDIATELY, WHO WAS NOTIFIED, THE ACTIONS THAT WERE TAKEN TO CORRECT THE PROBLEM, AND TO PREVENT FUTURE OCCURRENCES.  *LETTER OF TRANSMITTAL ONLY.				-TC-SA		1	2
				-TC-EV			1
				-TC-WS			1
				*-CM-CN			
				<b>15. TOTAL -----&gt;</b>			
<b>G. PREPARED BY</b>		<b>H. DATE</b>		<b>I. APPROVED BY</b>		<b>J. DATE</b>	
<b>17. PRICE GROUP</b>		<b>18. ESTIMATED TOTAL PRICE</b>				Page 19 of 20 Page:	

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Public reporting burden for this collection of information is estimated to average 110 hours per res including the time for reviewing instructions, searching existing data sources, gathering and mainta the data needed, and completing the reviewing the collection of information. Send comments regardin burden, estimate or any other aspect of this collection of information, including suggestions for re this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office o Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DO NOT your form to either of these addresses. Send completed form to the Government Issuing Contracting Of for the Contract/PR NO listed Block E.								
<b>A. CONTRACT LINE ITEM NO.</b> 0002, 0004			<b>B. EXHIBIT</b> A		<b>C. CATEGORY:</b> TDP _____ TM _____ OTHER _____			
<b>D. SYSTEM/ITEM</b> AEROSTAT				<b>E. CONTRACT/PR NO.</b>		<b>F. CONTRACTOR</b>		
<b>1. DATA ITEM NO</b> A020		<b>2. TITLE OF DATA ITEM</b> OPERATIONS SECURITY (OPSEC) PLAN				<b>3. SUBTITLE</b>		
<b>4. AUTHORITY</b> (DATA ACQUISITION DOC NO. DI-MGMT-80934			<b>5. CONTRACT REFERENCE</b> SOW PARA 7.0			<b>6. REQUIRING OFFICE</b> CSSD-TC-SA		
<b>7. DD 250 REQ</b> LT	<b>9. DIST STATEMENT</b> REQUIRED	<b>10. FREQ</b> ONE/R	<b>12. DATE OF FIRST SUB</b> 30 DAC		<b>14. DISTRIBUTION</b>			
<b>8. APP CODE</b> A		<b>11. AOD</b>	<b>13. DATE OF SUBSEQ SUB</b> ASREQ		<b>a. ADDRESSEE</b>		<b>b. COPIES</b> Draft Final Reg Repr	
<b>16. REMARKS</b> THE PREVIOUSLY APPROVED OPSEC PLAN SUBMITTED UNDER THE CONCEPT DEFINITION CONTRACT SHALL BE REVISED TO REFLECT THE PRESENT PROGRAM.  MAINTAIN CURRENT TO REFLECT MAJOR PROGRAM CHANGES.  APPROVAL: G30/C30.					-TC-SA		1	
					-CM-CN			1
					<b>15. TOTAL -----&gt;</b>			
<b>G. PREPARED BY</b>			<b>H. DATE</b>		<b>I. APPROVED BY</b>			<b>J. DATE</b>
<b>17. PRICE GROUP</b>			<b>18. ESTIMATED TOTAL PRICE</b>				Page 20 of 20 Pages	

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<b>A. CONTRACT LINE ITEM NO.</b> 0006		<b>B. EXHIBIT</b> B		<b>C. CATEGORY:</b> TDP          TM          OTHER							
<b>D. SYSTEM/ITEM</b> AEROSTAT			<b>E. CONTRACT/PR NO.</b>		<b>F. CONTRACTOR</b>						
<b>1. DATA ITEM NO</b> 8003		<b>2. TITLE OF DATA ITEM</b> CONTRACT WORK BREAKDOWN STRUCTURE			<b>3. SUBTITLE</b>						
<b>4. AUTHORITY</b> (DATA ACQUISITION DOC NO. DI-MGMT-81334			<b>5. CONTRACT REFERENCE</b> SOW PARA 2.5			<b>6. REQUIRING OFFICE</b> CSSD-TC-SA					
<b>7. DD 250 REQ</b> LT	<b>9. DIST STATEMENT</b> REQUIRED	<b>10. FREQ</b> ASREQ	<b>12. DATE OF FIRST SUB</b> BLK 16	<b>14. DISTRIBUTION</b>							
<b>8. APP CODE</b> A		<b>11. AOD</b>	<b>13. DATE OF SUBSEQ SUB</b> ASREQ	<b>a. ADDRESSEE</b>		<b>b. COPII</b>					
<b>16. REMARKS</b> SUBMIT A DRAFT CWBS AND DICTIONARY AT THE KICK-OFF MEETING 15 DAYS AFTER OPTION EXERCISED. THE CWBS SHALL BE DEVELOPED TO THE LOWEST LEVEL AT WHICH WORK IS PERFORMED. SUBMIT CHANGES AS REQUIRED TO MAINTAIN CURRENT. A NOTIONAL WBS IS ENCLOSED.  CONTRACTOR FORMAT ACCEPTABLE.  ONE DISK SUBMITTED TO [REDACTED] ONLY. (b)(7)(E)  APPROVAL: G30/C30.				-TC-SA		2					
				-CM-CN		1					
				<b>15. TOTAL ----&gt;</b>				0		3	
				<b>G. PREPARED BY</b>			<b>H. DATE</b>	<b>I. APPROVED BY</b>		<b>J. DATE</b>	
<b>17. PRICE GROUP</b>			<b>18. ESTIMATED TOTAL PRICE</b>			Page 3 of 19 Pac					

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Notional Work Breakdown Structure

Level 1      2      3      4

Aerostat System

Payload

- Hardware
  - Surveillance Radar
  - PTI Radar
- Software
  - Surveillance Radar
  - PTI Radar
- Other

Integration

- Hardware
- Software
  - System
- Other

(b)(3)(A)(i)&Title  
10 Sec 130 (a)(b)

Platform

- Airframe
- Mooring
- Tether
- Other

Processing Station

- Operator Station
- Communications
- Other

System Engineering/Program Management

- System Engineering
- Program Management
- Product Assurance
- Integrated Logistics Support

System Test & Evaluation

- Development Test and Evaluation
- Operational Test and Evaluation
- Test and Evaluation Support
- Test Facilities

Training

- Training Equipment
- Training Services
- Training Facilities

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Level 1	2	3	4
	Data		
		Engineering Data	
		Management Data	
		Technical Data	
		Support Data	
		Data Depository	
	Peculiar Support Equipment		
		Test and Measurement	
		Support and Handling Equipment	

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<b>A. CONTRACT LINE ITEM NO.</b> 0006		<b>B. EXHIBIT</b> B		<b>C. CATEGORY:</b> TDP          TM          OTHER			
<b>D. SYSTEM/ITEM</b> AEROSTAT			<b>E. CONTRACT/PR NO.</b>		<b>F. CONTRACTOR</b>		
<b>1. DATA ITEM NO</b> B005		<b>2. TITLE OF DATA ITEM</b> LIFE CYCLE COST (LCC) AND INDEPENDENT SCHEDULE ASSESSMENT (ISA) REPORT			<b>3. SUBTITLE</b> PROGRAM BUDGETARY COST ESTIMATE (PBCE)		
<b>4. AUTHORITY</b> (DATA ACQUISITION DOC NO. DI-ENCL-80448		<b>5. CONTRACT REFERENCE</b> SOW PARA 2.7			<b>6. REQUIRING OFFICE</b> CSSD-TC-SA		
<b>7. DD 250 REQ</b> LT	<b>9. DIST STATEMENT</b> REQUIRED	<b>10. FREQ ASREQ</b>	<b>12. DATE OF FIRST SUB</b> BLK 16	<b>14. DISTRIBUTION</b>			
<b>8. APP CODE</b> N/A	<b>9. DIST STATEMENT</b> REQUIRED	<b>11. AOD</b>	<b>13. DATE OF SUBSEQ SUB</b> BLK 16	<b>a. ADDRESSEE</b>		<b>b. COPIES</b>	
<b>16. REMARKS</b> USING THE PBCE SUBMISSION (CLIN 0003) AS A BASELINE, DEVELOP AND MAINTAIN CURRENT A PROGRAM BUDGETARY COST ESTIMATE WITH SUPPORTING RATIONALE. SUBMIT TO GOVERNMENT AS REQUIRED.  CONTRACTOR FORMAT ACCEPTABLE.  *LETTER OF TRANSMITTAL ONLY.				-TC-SA		5	
				*-CM-CN			
				<b>15. TOTAL ----&gt;</b>			

<b>G. PREPARED BY</b>		<b>H. DATE</b>	<b>I. APPROVED BY</b>		<b>J. DATE</b>
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<b>17. PRICE GROUP</b>	<b>18. ESTIMATED TOTAL PRICE</b>	Page 5 of 19 Pages
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<b>A. CONTRACT LINE ITEM NO.</b> 0006	<b>B. EXHIBIT</b> B	<b>C. CATEGORY:</b> TDP _____ TM _____ OTHER _____
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<b>D. SYSTEM/ITEM</b> AEROSTAT	<b>E. CONTRACT/PR NO.</b>	<b>F. CONTRACTOR</b>
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<b>1. DATA ITEM NO</b> B008	<b>2. TITLE OF DATA ITEM</b> DATABASE DESIGN DESCRIPTION	<b>3. SUBTITLE</b> DESIGN NOTEBOOK
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<b>4. AUTHORITY</b> (DATA ACQUISITION DOC NO. DI-IPSC-81437)	<b>5. CONTRACT REFERENCE</b> SOW PARA 4.3	<b>6. REQUIRING OFFICE</b> CSSD-TC-SA
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<b>7. DD 250 REQ</b> LT	<b>9. DIST STATEMENT</b> REQUIRED	<b>10. FREQ</b> BLK 16	<b>12. DATE OF FIRST SUB</b> BLK 16	<b>14. DISTRIBUTION</b>
<b>8. APP CODE</b> A		<b>11. AOD</b>	<b>13. DATE OF SUBSEQ SUB</b> BLK 16	

<b>16. REMARKS</b> SUBMIT THE DESIGN NOTEBOOK 90 DAYS AFTER OPTION EXERCISED. SUBSEQUENT UPDATE SUBMISSIONS SHALL BE AT 6 MONTH INTERVALS AND AT CPDR AND CDR. THE UPDATES SHALL BE SUBMITTED AS CHANGE PAGES TO THE BASIC DOCUMENT.  THE DESIGN NOTEBOOK SHALL BE BASED ON MATERIAL PROVIDED IN THE PROPOSAL. THE NOTEBOOK SHALL CONSIST OF TWO VOLUMES. VOLUME I SHALL CONTAIN THE KEY ANALYSES AND TRADEOFF STUDIES CONDUCTED TO SUPPORT REQUIREMENTS ALLOCATION, DESIGN, AND DESIGN TRADEOFFS. VOLUME II SHALL CONTAIN A DESCRIPTION OF THE SYSTEM ARCHITECTURE THAT IS BEING DEVELOPED AND FABRICATED THE DESCRIPTION SHALL BE PROVIDED IN TERMS OF VISUAL DESCRIPTIONS, PERFORMANCE ESTIMATES, AND PHYSICAL PROPERTIES.  CONTRACTOR FORMAT IS ACCEPTABLE.  *LETTER OF TRANSMITTAL ONLY.	<b>a. ADDRESSEE</b>	<b>b. COPIES</b>	
	-TC-SA		Final
	*-CM-CN		Reg
	ONE DISK		1

15. TOTAL 0

<b>G. PREPARED BY</b>	<b>H. DATE</b>	<b>I. APPROVED BY</b>	<b>J. DATE</b>
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0001011



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<b>A. CONTRACT LINE ITEM NO.</b> 0006	<b>B. EXHIBIT</b> B	<b>C. CATEGORY:</b> TDP <u>        </u> TM <u>        </u> OTHER <u>        </u>
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<b>D. SYSTEM/ITEM</b> AEROSTAT	<b>E. CONTRACT/PR NO.</b>	<b>F. CONTRACTOR</b>
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<b>1. DATA ITEM NO</b> B010	<b>2. TITLE OF DATA ITEM</b> INTERFACE CONTROL DRAWING DOCUMENTATION	<b>3. SUBTITLE</b> INTERFACE CONTROL DOCUMENTS (ICD)
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<b>4. AUTHORITY</b> (DATA ACQUISITION DOC NO.) DI-CMAN-81248	<b>5. CONTRACT REFERENCE</b> SOW PARA 3.2, 3.7	<b>6. REQUIRING OFFICE</b> CSSD-TC-SA
--	---	--

<b>7. DD 250 REQ</b> LT	<b>9. DIST STATEMENT</b> REQUIRED	<b>10. FREQ</b> BLK16	<b>12. DATE OF FIRST SUB</b> BLK 16	<b>14. DISTRIBUTION</b>
<b>8. APP CODE</b> A		<b>11. AOD</b>	<b>13. DATE OF SUBSEQ SUB</b> BLK 16	

16. REMARKS	b. COPIES	
	Draft	Final
SUBMIT THE UPDATED ICD 30 DAYS AFTER OPTION EXERCISED.  CONTRACTOR FORMAT ACCEPTABLE.  APPROVAL: G30/C30.  *LETTER OF TRANSMITTAL ONLY.	-TC-SA	1 4
	*-CM-CN	
	<b>15. TOTAL ----&gt;</b>	0

<b>G. PREPARED BY</b>	<b>H. DATE</b>	<b>I. APPROVED BY</b>	<b>J. DATE</b>
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<b>17. PRICE GROUP</b>	<b>18. ESTIMATED TOTAL PRICE</b>	Page 10 of 19 Pages
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CONTRACT DATA REQUIREMENTS LIST (1 Data Item)					Form Approved OMB No. 0704-0188		
Public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing the reviewing the collection of information. Send comments regarding this burden, estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DO NOT send your form to either of these addresses. Send completed form to the Government Issuing Contracting Office for the Contract/PR NO listed Block E.							
A. CONTRACT LINE ITEM NO. 0006		B. EXHIBIT B		C. CATEGORY: TDP                      TM                      OTHER			
D. SYSTEM/ITEM AEROSTAT			E. CONTRACT/PR NO.		F. CONTRACTOR		
1. DATA ITEM NO B011		2. TITLE OF DATA ITEM SOFTWARE DEVELOPMENT PLAN			3. SUBTITLE		
4. AUTHORITY (DATA ACQUISITION DOC NO.) DI-IPSC-81427			5. CONTRACT REFERENCE SOW PARA 3.5.3		6. REQUIRING OFFICE CSSD-TC-SA		
7. DD 250 REQ LT	9. DIST STATEMENT REQUIRED	10. FREQ ASREQ	12. DATE OF FIRST SUB BLK 16	14. DISTRIBUTION			
8. APP CODE A	E	11. AOD	13. DATE OF SUBSEQ SUB ASREQ	a. ADDRESSEE		b. COPIES Draft      Final Reg      Rep:	
16. REMARKS SUBMISSIONS AS REQUIRED. CONTENTS OF SOFTWARE DEVELOPMENT PLAN SHALL BE IAW DID.  CONTRACTOR FORMAT ACCEPTABLE.  APPROVAL: G30/C30.  *LETTER OF TRANSMITTAL ONLY.				-TC-SA		1	
				*-CM-CN			
				1 DISK			
				15. TOTAL ---->			
G. PREPARED BY			H. DATE	I. APPROVED BY			J. DATE
17. PRICE GROUP		18. ESTIMATED TOTAL PRICE			Page 11 of 19 Page		

000107



<b>CONTRACT DATA REQUIREMENTS LIST</b> (1 Data Item)						Form Approved OMB No. 0704-0188	
Public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing the reviewing the collection of information. Send comments regarding this burden, estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DO NOT send your form to either of these addresses. Send completed form to the Government Issuing Contracting Office for the Contract/PR NO listed Block E.							
<b>A. CONTRACT LINE ITEM NO.</b> 0006		<b>B. EXHIBIT</b> B		<b>C. CATEGORY:</b> TDP _____ TM _____ OTHER _____			
<b>D. SYSTEM/ITEM</b> AEROSTAT			<b>E. CONTRACT/PR NO.</b>		<b>F. CONTRACTOR</b>		
<b>1. DATA ITEM NO</b> B013		<b>2. TITLE OF DATA ITEM</b> SCIENTIFIC AND TECHNICAL REPORTS SUMMARIES			<b>3. SUBTITLE</b> AEROSTAT SYSTEM MODEL		
<b>4. AUTHORITY</b> (DATA ACQUISITION DOC NO.) DI-MISC-80048		<b>5. CONTRACT REFERENCE</b> SOW PARA 3.9.1			<b>6. REQUIRING OFFICE</b> CSSD-TC-SA		
<b>7. DD 250 REQ</b> LT	<b>9. DIST STATEMENT</b> REQUIRED	<b>10. FREQ</b> ASREQ	<b>12. DATE OF FIRST SUB</b> BLK 16	<b>14. DISTRIBUTION</b>			
<b>8. APP CODE</b> N/A		<b>11. AOD</b>	<b>13. DATE OF SUBSEQ SUB</b> BLK 16	<b>a. ADDRESSEE</b>		<b>b. COPIES</b>	
<b>16. REMARKS</b> THE AEROSTAT MODEL WILL BE PROVIDED FOR REVIEW AT CPDR AND CCDR.  THE CONTRACTOR SHALL DELIVER THE AEROSTAT SYSTEM MODEL TO THE GOVERNMENT 30 DAYS AFTER COMPLETION OF THE SYSTEM DEMONSTRATION.  *LETTER OF TRANSMITTAL ONLY.				-TC-SA		1	
				*-CM-CN			
				<b>15. TOTAL -----&gt;</b>			
<b>G. PREPARED BY</b>		<b>H. DATE</b>		<b>I. APPROVED BY</b>		<b>J. DATE</b>	
<b>17. PRICE GROUP</b>		<b>18. ESTIMATED TOTAL PRICE</b>				Page 13 of 19 Pages	

000109

**CONTRACT DATA REQUIREMENTS LIST**  
(1 Data Item)

Form Approved  
OMB No. 0704-0188

Public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing the reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DO NOT send your form to either of these addresses. Send completed form to the Government Issuing Contracting Office for the Contract/PR NO listed Block E.

<b>A. CONTRACT LINE ITEM NO.</b> 0006	<b>B. EXHIBIT</b> B	<b>C. CATEGORY:</b> TDP <input type="checkbox"/> TM <input type="checkbox"/> OTHER <input type="checkbox"/>
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<b>D. SYSTEM/ITEM</b> AEROSTAT	<b>E. CONTRACT/PR NO.</b>	<b>F. CONTRACTOR</b>
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<b>1. DATA ITEM NO</b> B014	<b>2. TITLE OF DATA ITEM</b> TEST PLAN	<b>3. SUBTITLE</b> DETAILED TEST PLAN
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<b>4. AUTHORITY</b> (DATA ACQUISITION DOC NO.) DI-NDTI-80566	<b>5. CONTRACT REFERENCE</b> SOW PARA 3.6, 5.2	<b>6. REQUIRING OFFICE</b> CSSD-TC-SA
--	---	--

<b>7. DD 250 REQ</b> LT	<b>9. DIST STATEMENT</b> REQUIRED	<b>10. FREQ</b> ASREQ	<b>12. DATE OF FIRST SUB</b> BLK 16	<b>14. DISTRIBUTION</b>
<b>8. APP CODE</b> A		<b>11. AOD</b>	<b>13. DATE OF SUBSEQ SUB</b> BLK 16	

<b>16. REMARKS</b> SUBMIT TEST PLANS FOR COMPONENTS 30 DAYS PRIOR TO COMPONENT TEST. NO APPROVAL.  SUBMIT DRAFT TEST PLANS FOR SUBSYSTEM, INTEGRATION, AND SYSTEM LEVEL TEST 60 DAYS PRIOR TO TEST. SUBMIT FINAL TEST PLAN NLT 30 DAYS PRIOR TO TEST. APPROVAL: G15/C10.  CONTRACTOR FORMAT ACCEPTABLE.  *LETTER OF TRANSMITTAL ONLY.	<b>a. ADDRESSEE</b>	<b>b. COPIES</b>	
	-TC-SA	Draft	Final
	*-CM-CN		
	1 DISK	1	4
	<b>15. TOTAL</b> ---->	0	1

<b>G. PREPARED BY</b>	<b>H. DATE</b>	<b>I. APPROVED BY</b>	<b>J. DATE</b>
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<b>17. PRICE GROUP</b>	<b>18. ESTIMATED TOTAL PRICE</b>	Page 14 of 19 Page
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000110

CONTRACT DATA REQUIREMENTS LIST (1 Data Item)						Form Approved OMB No. 0704-0188	
Public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing the reviewing the collection of information. Send comments regarding this burden, estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DO NOT send your form to either of these addresses. Send completed form to the Government Issuing Contracting Office for the Contract/PR NO listed Block E.							
A. CONTRACT LINE ITEM NO. 0006		B. EXHIBIT B		C. CATEGORY: TDP _____ TM _____ OTHER _____			
D. SYSTEM/ITEM AEROSTAT			E. CONTRACT/PR NO.		F. CONTRACTOR		
1. DATA ITEM NO. B015		2. TITLE OF DATA ITEM TEST/INSPECTION REPORTS			3. SUBTITLE DEMO AND TEST REPORTS		
4. AUTHORITY (DATA ACQUISITION DOC NO.) DI-NDTI-80809A		5. CONTRACT REFERENCE SOW PARA 5.2			6. REQUIRING OFFICE CSSD-TC-SA		
7. DD 250 REQ LT	9. DIST STATEMENT REQUIRED	10. FREQ BLK16	12. DATE OF FIRST SUB BLK 16	14. DISTRIBUTION			
8. APP CODE A		11. AOD	13. DATE OF SUBSEQ SUB BLK 16	a. ADDRESSEE		b. COPIES Draft Fin Reg R	
16. REMARKS QUICK LOOK REPORTS DUE 48 HOURS AFTER EACH TEST.  INTERIM TEST REPORTS DUE 30 DAYS AFTER EACH TEST. APPROVAL: G30/C30.  FINAL COMPREHENSIVE PROGRAM TEST REPORT DUE 60 DAYS AFTER COMPLETION OF TEST PROGRAM. APPROVAL: G30/C30.  CONTRACTOR FORMAT ACCEPTABLE.   *LETTER OF TRANSMITTAL ONLY.				-TC-SA		1	
				*-CM-CN			
				1 DISK			
G. PREPARED BY		H. DATE		I. APPROVED BY		J. DATE	
17. PRICE GROUP		18. ESTIMATED TOTAL PRICE		Page 15 of 19 Pages			

000111





CONTRACT DATA REQUIREMENTS LIST

Form Approved

(1 Data Item)

OFB No. 0704-0188

Public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing the reviewing the collection of information. Send comments regarding this burden, estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DO NOT send your form to either of these addresses. Send completed form to the Government Issuing Contracting Office for the Contract/PR NO listed Block E.

A. CONTRACT LINE ITEM NO. 0006		B. EXHIBIT B		C. CATEGORY: TDP          TM          OTHER		
D. SYSTEM/ITEM AEROSTAT ACTD			E. CONTRACT/PR NO.		F. CONTRACTOR	
1. DATA ITEM NO. B018	2. TITLE OF DATA ITEM SCIENTIFIC AND TECHNICAL REPORTS SUMMARIES			3. SUBTITLE ENVIRONMENTAL FAILURE REPORT		
4. AUTHORITY (DATA ACQUISITION DOC NO.) DI-MISC-80048		5. CONTRACT REFERENCE SOW PARA 6.3		6. REQUIRING OFFICE CSSD-TC-SA		
7. DD 250 REQ LT	9. DIST STATEMENT REQUIRED	10. FREQ ASREQ	12. DATE OF FIRST SUB BLK 16	14. DISTRIBUTION		
8. APP CODE N/A		11. AOD	13. DATE OF SUBSEQ SUB BLK 16	a. ADDRESSEE	b. COPIES Draft    Final Reg Repr.	
16. REMARKS THE CONTRACTOR SHALL IMMEDIATELY NOTIFY BY TELEPHONE THE CONTRACTING OFFICER OF FAILURES OR PROJECTED FAILURES OF COMPLIANCE WITH ENVIRONMENTAL REQUIREMENT.  A WRITTEN REPORT SHALL BE SUBMITTED WITHIN FIVE (5) WORKING DAYS. THE REPORT SHALL DEFINE THE PROBLEMS, WHEN, WHERE, AND HOW IT OCCURRED, ACTIONS THAT WERE TAKEN IMMEDIATELY, WHO WAS NOTIFIED, THE ACTIONS THAT WERE TAKEN TO CORRECT THE PROBLEM, AND TO PREVENT FUTURE OCCURRENCES.  *LETTER OF TRANSMITTAL ONLY.				-TC-SA	1	2
				-TC-EV		1
				-TC-WS		1
				*-CM-CN		
				15. TOTAL ---->		
G. PREPARED BY		H. DATE	I. APPROVED BY		J. DATE	
17. PRICE GROUP		18. ESTIMATED TOTAL PRICE		Page 18 of 19 Pages		

000114









<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>				1. CONTRACT ID CODE	AGE OF PAGES 1   2
2. AMENDMENT/MODIFICATION NO. A00001		3. EFFECTIVE DATE 98 MAR 10	4. REQUISITION/PURCHASE PERM. NO.	5. PROJECT	6. (If applicable)
8. ISSUED BY Logistics Agency Box 6364 Anaheim, CA 92816			7. ADMINISTERED BY (If other than item 8) CODE		

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) H&R Company A Joint Venture of Hughes Aircraft Company and the Raytheon Company 2175 Park Place P.O. Box 902 El Segundo, CA 90245 Attn: [Redacted]		(X) 9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
		10A. MODIFICATION OF CONTRACT/ORDER NO. DASG60-98-0001 (b)(6)
		10B. DATED (SEE ITEM 13) 98 JAN 30
CODE ICEX7	FACILITY CODE	

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of offers  is extended,  is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation as amended, by one of the following methods:  
 (a) By completing Items 8 and 10, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided such telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. Accounting and Appropriation Data (If required)  
N/A

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM \_\_\_\_\_

THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: \_\_\_\_\_

D. OTHER (Specify type of modification and authority): \_\_\_\_\_

**E. IMPORTANT:** Contractor  is not,  is required to sign this document and return \_\_\_\_\_ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Please see page 2 herein.

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

15A. NAME AND TITLE OF SIGNER (Type or print)		15A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) (b)(6)	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	15B. UNITED STATES OF AMERICA BY [Redacted]	15C. DATE SIGNED 3/10/98 (b)(6)

000119

The purpose of this modification is to revise Clause G-1, INVOICING AND VOUCHERING, paragraph (a) and to incorporate paragraph (h), as shown below:

G-1 INVOICING AND VOUCHERING:

- a. An original and three copies of the public voucher, together with any necessary supporting documentation, shall be submitted the cognizant Defense Contract Audit Agency (DCAA) Office, prior to payment by the Finance and Accounting Office specified herein. Upon approval of the voucher by DCAA, the contractor will forward the vouchers to the following address:

DFAS-Columbus Center  
P.O. Box 369025  
Columbus, OH 43236-9025

Attn: DFAS-CO-JV

- h. A copy of the public voucher, signed by DCAA will be submitted to the Administrative Contracting Officer at the following address:

Defense Logistics Agency  
P.O. Box 6364  
Anaheim, CA 92816-0364

000120

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			1. CONTRACT ID CODE	PAGE 1 OF 2 PAGES
2. AMENDMENT/MODIFICATION NO. A00002	3. EFFECTIVE DATE 23-SEP-1999	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (if applicable)	
OFFERED BY LOGISTICS AGENCY P.O. BOX 6364 ANAHEIM, CA 92816		7. ADMINISTERED BY (if other than item 6) CODE		
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) H & R COMPANY 2175 PARK PLACE EL SEGUNDO, CA 90245			9A. AMENDMENT OF SOLICITATION NO.	
			9B. DATED (SEE ITEM 11)	
			10A. MODIFICATION OF CONTRACT/ORDER NO. DASG60-98-C-0001	
			10B. DATED (SEE ITEM 13) 30-JAN-1998	
CODE	FACILITY CODE			

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers  is extended.  is not extended.

Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. Accounting and Appropriation Data (if required)  
N/A

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(D).

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor  is not.  is required to sign this document and return \_\_\_\_\_ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contractor subject matter where feasible.)  
SEE PAGE #2 FOR DETAILS OF THIS MODIFICATION.

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

15A. NAME AND TITLE OF SIGNER (Type or print) CONTRACTOR/OFFEROR	16. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) BY	17. DATE SIGNED	18. DATE SIGNED 9/23/99 (6)(6)
(Signature of person authorized to sign)			

000121

1. A Change of Name Agreement was signed by Raytheon Company dba Raytheon Systems Company (formerly Hughes Aircraft Company) and DCMC Raytheon-Hughes LA (formerly DCMC Hughes LA) on 28 May 1998.
2. The amendment accomplished a change of corporate name only and all rights and obligations of the Government and the Contractor under the contracts are unaffected by the change.
3. As a result of the Change of Name Agreement, the address and cage code for the H&R JLENS contract should be changed as follows:

FROM: H & R COMPANY  
 A JOINT VENTURE OF  
 HUGHES AIRCRAFT COMPANY AND THE RAYTHEON CO.  
 2175 PARK PLACE  
 PO BOX 902  
 EL SEGUNDO, CA 90245  
 ATIN: [REDACTED]

(b)(6)

TO: RAYTHEON COMPANY  
 dba RAYTHEON SYSTEMS COMPANY  
 180 HARTWELL RD  
 BEDFORD, MA 10730

DUNS: 019163930

Cage Code: 04164

4. The cognizant ACO is changed as follows:

FROM: [REDACTED]  
 Phone: [REDACTED]

TO: [REDACTED]  
 Phone: [REDACTED]

[REDACTED]

(b)(3)(A)  
 (i)&Title  
 10 Sec  
 130 (a)(b)  
 (b)(6)  
 (b)(6)

5. The cognizant Contract Administrative Office (CAO) is changed as follows:

FROM: DEFENSE LOGISTICS AGENCY  
 P.O. BOX 6364  
 ANAHEIM, CA 92816

TO: DEFENSE LOGISTICS AGENCY  
 P.O. BOX 928  
 HANOVER, MD 21076

6. All other terms and conditions remain unchanged.

*No code*

*Contracting office code  
4 digits*

*DoDAAC*

*6 digits*

[REDACTED]

(b)(3)(A)  
 (i)&Title  
 10 Sec  
 130 (a)(b)

[REDACTED]

(b)(3)(A)  
 (i)&Title 10  
 Sec 130 (a)(b)

S2206A

000122

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			1. CONTRACT ID CODE	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. A00003	3. EFFECTIVE DATE see block 16c	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)	
6. ISSUED BY CODE	7. ADMINISTERED BY (If other than Item 6) CODE			
NSE LOGISTICS AGENCY PO BOX 688 TYNGSBORO, MA 01879				
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)  RAYTHEON SYSTEMS COMPANY 180 HARTWELL AVENUE BEDFORD, MA 01730			(X) 9A. AMENDMENT OF SOLICITATION NO.	
			9B. DATED (SEE ITEM 11)	
			10A. MODIFICATION OF CONTRACT/ORDER NO.  DASG60-98-C-0001	
			10B. DATED (SEE ITEM 13)  30-JAN-1998	
CODE	FACILITY CODE			

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended.  is not extended.

Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. Accounting and Appropriation Data (If required)  
N/A

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

- B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
- C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
- D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor  is not,  is required to sign this document and return \_\_\_\_\_ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

See page 2 for details of this modification.

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
ACTOR/OFFEROR		[REDACTED] (b)(6)	
15C. DATE SIGNED		16B. BY	16C. DATE SIGNED
[REDACTED]		[REDACTED] (b)(6)	10 NOV 99 (b)(6)
(Signature of person authorized to sign)		(Signature of Contracting Officer)	

This modification is issued to change Modification A00002, paragraphs 4 and 5 as follows:

4. The cognizant ACO is changed as follows:

FROM: [REDACTED]  
Phone: [REDACTED]

TO: [REDACTED]  
Phone: [REDACTED]

(b)(6)  
(b)(6)

5. The cognizant Contract Administrative Office (CAO) is changed as follows:

FROM: DEFENSE LOGISTICS AGENCY  
P.O. BOX 928  
HANOVER, MD 21076

TO: DEFENSE LOGISTICS AGENCY  
P.O. BOX 688  
TYNGSBORO, MA 01879

6. All other terms and conditions remain unchanged.

000124

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			1. CONTRACT ID CODE	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO A00004	3. EFFECTIVE DATE see block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)	
6. ISSUED BY CODE Defense Contract Management Agency Hudson NH		7. ADMINISTERED BY (If other than Item 6) CODE		
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)  Raytheon Systems Company 180 Hartwell Avenue Bedford MA 01730			(R)	9A. AMENDMENT OF SOLICITATION NO.
				9B. DATED (SEE ITEM 11)
			X	10A. MODIFICATION OF CONTRACT/ORDER NO. DASG60-98-C-0001
				10B. DATED (SEE ITEM 13) 30 JAN 98
CODE	FACILITY CODE			

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of offers  is extended,  is not extended.

Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. Accounting and Appropriation Data (If required)

NO CHANGE

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS.  
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

X 9. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

D. OTHER (Specify type of modification and authority)

**E. IMPORTANT:**

Contractor  is not,  is required to sign this document and return \_\_\_\_\_ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

See page 2 of 2

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

15A. NAME AND TITLE OF SIGNER (Type or print)	15B. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
	(b)(6)
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED
(Signature of person authorized to sign)	
15B. U	15B. U
BY	DATE SIGNED (b)(6)
	26 SEP 00

7-01-152-9070  
PREVIOUS EDITION UNUSABLE

PerFORM (OIA)

STANDARD FORM 30 (REV. 10-83)  
Prescribed by GSA  
FAM (48 CFR) 53.243

000125

block 14, continued .....

- 1. Modification A00001 **dated 3 JAN 00** is hereby revoked in its entirety and replaced with terms and conditions as follow.

(Note: Modification A00001 **dated 10 MAR 98** is not revoked but the terms and conditions cited therein are superceded by the following.)

- 2. For purposes of Direct Billing, delete all payment procedure heretofore in effect under this contract and replace with the following.

The contractor will transmit invoices by mail directly to the Disbursing Officer addressed as follows.

DFAS - Columbus Center  
 DFAS-CO-JV  
 POB 369025  
 Columbus OH 43236-9025

Each and every submittal will include the following

- a. The invoice itself will be marked prominently

**DIRECT SUBMISSION AUTHORIZED**

- b. A copy of the DCAA memorandum authorizing Direct Billing will be attached.

- 3. A copy of each invoice will be forwarded simultaneously to the Administrative Contracting Officer (ACO).
- 4. To resolve payment problems or make enquiries, the contractor will contact the ACO only, never the Disbursing Officer.
- 5. The final invoice under this contract is not eligible for Direct Billing and will be sent directly to the ACO, not to the Disbursing Officer.
- 6. The Remittance Address (page 15 of 49, G-8) is changed as follows.

delete: Raytheon Company  
 POB 360  
 50 Applehill Drive  
 Tewksbury MA 01876-0360

substitute: Raytheon Company  
 POB 3434  
 Boston MA 02241

000126

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. A00001	3. EFFECTIVE DATE see block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
TO BY Defense Logistics Agency PO Box 688 Tyngsboro, MA 01879	CODE	7. ADMINISTERED BY (If other than item 5)	CODE
8. NAME AND ADDRESS OF CONTRACTOR (No., street, country, State and ZIP Code)		9A. AMENDMENT OF SOLICITATION NO.	
Raytheon Company 180 Hartwell Road Bedford, MA 01730		9B. DATED (SEE ITEM 11)	
		10A. MODIFICATION OF CONTRACT/ORDER NO. DSAG60-98-C-0001	
		10B. DATED (SEE ITEM 13) 30 JAN 98	
CODE	FACILITY CODE		

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of offers  is extended,  is not extended.

Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing items 8 and 15, and returning \_\_\_\_\_ copies of the amendments (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

**12. Accounting and Appropriation Data (If required)**

Not applicable

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc), SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF PAR 43, 109(b).

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

D. OTHER (Specify type of modification and authority)

**E. IMPORTANT:** Contractor  is not  is required to sign this document and return \_\_\_\_\_ copies to the issuing office.

**14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible)**

1. Direct Billing Procedures.
2. Electronics Funds Transfer.

See page 2/2

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
CONTRACTOR/OFFEROR		BY	
15C. DATE SIGNED		16C. DATE SIGNED	
		3 JAN 00 (b)(6)	

000127

Contract DSAG60-98-C-0001, Modification A00001

Page 2 of 2

block 14, continued.....

1. For the purposes of Direct Billing, delete all payment procedure heretofore in effect under this contract and replace with the following.

The contractor will transmit invoices by mail directly to the Disbursing Officer addressed as follows:

DFAS-Columbus Center  
DFAS-CO-JV  
PO BOX 369025  
Columbus, OH 43236-9025

Each and every submittal will include the following:

b. The invoice itself will be marked prominently

**DIRECT SUBMISSION AUTHORIZED**

b. Attach copy, DCAA memorandum authorizing direct billing.

A copy of each invoice will be forwarded simultaneously to the Administrative Contracting Officer (ACO).

To resolve payment problems or make inquiries, the contractor will Contact the ACO only, never the Disbursing Officer.

The final invoice is not eligible for direct billing and will be sent directly to the ACO, not to the Disbursing Officer.

2. For the purposes of Electronic Funds Transfer, reference Page 15 of 49, G-8 Remittance Address:

Delete:

Raytheon Company  
P. O. Box 360  
50 Applehill Drive  
Tewksbury, MA 01876-0360

Substitute:



b)(4)

000128

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000129

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000130

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000131

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

2. AMENDMENT/MODIFICATION NO. <b>A00005</b>		3. EFFECTIVE DATE <b>see block 16C</b>	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. <i>(if applicable)</i>
1 BY <b>Defense Contract Management Agency Hudson NH</b>	CODE	7. ADMINISTERED BY <i>(if other than item 8)</i>		CODE

8. NAME AND ADDRESS OF CONTRACTOR <i>(No., street, county, State and ZIP Code)</i>  <b>Raytheon Company Integrated Defense Systems 180 Hartwell Avenue Bedford MA 01730</b>	1A)	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED <i>(SEE ITEM 11)</i>
	X	10A. MODIFICATION OF CONTRACT/ORDER NO. <b>DASG60-98-C-0001</b>
		10B. DATED <i>(SEE ITEM 13)</i> <b>30 JAN 98</b>

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended.

Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. Accounting and Appropriation Data *(if required)*  
**not applicable**

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

*IF CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.*

X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES <i>(such as changes in pricing, office, appropriation data, etc.)</i> SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(a).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER <i>(Specify type of modification and authority)</i>

E. IMPORTANT: Contractor  is not,  is required to sign this document and return \_\_\_\_\_ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION *(Organized by UCF section headings, including solicitation/contract subject matter where feasible.)*  
For purposes of payments under this contract by means of Electronic Funds Transfer only, the following information is added to clause G-8 of the contract.



b)(4)

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

15A. NAME AND TITLE OF SIGNER <i>(Type or print)</i>		18A. NAME AND TITLE OF CONTRACTING OFFICER <i>(Type or print)</i>	
		(b)(6)	
15B. CONTRACTOR/OFFEROR	18B. DATE SIGNED	18B. BY	18C. DATE SIGNED
<i>(Signature of person authorized to sign)</i>			<b>14 APR 2003</b> (b)(6)

000132

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			1. CONTRACT ID CODE	PAGE OF
2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)	
ISSUED BY	See 16c	ADMINISTERED BY (If other than item 6) CODE		
PERMITS CONTRACT MANAGEMENT AGENCY, RAYTHEON 2 Wayside Avenue Burlington, Ma 01803-0901	CODE S2205A	Various DCMA Offices		
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)			9. AMENDMENT OF SOLICITATION NO.	
Raytheon Company Various Locations				
CODE See Attached			10A. MODIFICATION OF CONTRACT/ORDER NO.	
IFACILITY CODE			See Attachment No. 1	
			10B. DATED (SEE ITEM 13)	

(b)(6)  
(b)(7)(c)

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of  is extended,  is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing items 9 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. Accounting and Appropriation Data (if required)  
No Change

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

- A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify Authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. \_\_\_\_\_
- B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc). SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
- C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
- D. OTHER (Specify type of modification and authority)

**E. IMPORTANT:** Contractor  is not,  is required to sign this document and return \_\_\_\_\_ copies to the issuing office.

**14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)**  
This modification incorporates the Elimination of the Paid Cost Rule which was authorized by FAC 97-16 into existing contracts awarded by DOD for all CAGE Codes listed in Attach. 1 at no change in contract price and in accordance with the terms and conditions included in the MOA, Attach. 2. Details for the consideration related to this change to existing DOD contracts and method of payment to the Government are set forth in the MOA.

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

15A. NAME AND TITLE OF SIGNER (Type or print)	15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	15A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	15C. DATE SIGNED
	(Signature of person authorized to sign)			00 JUN 01

(b)(6)  
(b)(6)

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PREVIOUS EDITION UNUSABLE

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STANDARD FORM 30 (REV. 10-83)  
Prescribed by GSA  
FAR (48 CFR) 53.243

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(b)(4)

NOTE: ZERO(S) PRECEED  
724 THRU 6845

<u>CITY</u>	<u>STATE</u>	
SAINT PETERSBURG	FL	(b)(4)
MUKILTEO	WA	
FALLS CHURCH	VA	
BEDFORD	MA	
OXNARD	CA	
WALTHAM	MA	
GREENVILLE	TX	
BRISTOL	TN	
ANDOVER	MA	
FULLERTON	CA	
GOLETA	CA	
BALTIMORE	MD	
WATERLOO, ONTARIO	CANADA	
GOLETA	CA	
LEXINGTON	MA	
EL SEGUNDO	CA	(b)(4)
TUCSON	AZ	
SALT LAKE CITY	UT	
MELVILLE	NY	
MALIBU	CA	
HERNDON	VA	
MCKINNEY	TX	
CEDAR RAPIDS	IA	
RICHARDSON	TX	
MIDLAND, ONTARIO	CANADA	
IRVING	TX	
STAMFORD	CT	
FORT WAYNE	IN	
SAN ANTONIO	TX	
LEXINGTON	MA	(b)(4)
ARLINGTON	VA	
NEWPORT BEACH	CA	
DENVER	CO	
SALINA	KS	
NEWPORT BEACH	CA	
BROKEN ARROW	OK	
EL SEGUNDO	CA	
EGLIN AFB	FL	
NEW KENT	VA	
CHESAPEAKE	VA	
WICHITA	KS	
TORRENCE	CA	
CHATTANOOGA	TN	
SALT LAKE CITY	UT	
PHILADELPHIA	PA	
CHICAGO	IL	(b)(4)
HUNTINGTON	IN	

000134

BOSTON	MA	
QUINCY	MA	(b)(4)
PORTSMOUTH	RI	
MCKINNEY	TX	
DALLAS	TX	
STATE COLLEGE	PA	
MARLBOROUGH	MA	
BALTORE	MD	
RANCHO CUCAMONGA	CA	
HUNTSVILLE	AL	
ORLANDO	FL	(b)(4)
COLORADO SPRINGS	CO	
TUCSON	AZ	
JACKSONVILLE	FL	
BIRMINGHAM	AL	
MADISON	MS	
ENGLEWOOD	CO	
TEWKSBURY	MA	
TEWKSBURY	MA	(b)(4)
VIENNA	VA	
LEXINGTON	MA	
EL SEGUNDO	CA	
IRVING	TX	
LOUISVILLE	KY	
INDIANAPOLIS	IN	(b)(4)
FULLERTON	CA	
DALLAS	TX	
ANDOVER	KS	
DALLAS	TX	
PHILADELPHIA	PA	
VAN NUYS	CA	
ATLANTA	GA	
ROCKFORD	IL	
DALLAS	TX	
LONG BEACH	CA	
GREENVILLE	TX	(b)(4)
GARLAND	TX	
GARLAND	TX	
TEWKSBURY	MA	
WACO	TX	
LAS VEGAS	NV	
EL SEGUNDO	CA	
INDIANAPOLIS	IN	
COLORADO SPRINGS	CO	(b)(4)
HONLULU	HI	
SACREMENTO	CA	
TEWKSBURY	MA	
EGLIN AFB	FL	
DAYTON	OH	
CARSON	CA	
FORT WAYNE	IN	
CHAMBERSBURG	PA	(b)(4)

000135

SAN DIEGO	CA	
PALATINE	IL	
WACO	TX	
HUNTSVILLE	AL	
HUNTSVILLE	AL	
POINT MUGU	CA	
MOUNTAIN VIEW	CA	(b)(4)
DALLAS	TX	
ALBURQUERQUE	NM	
HUNTSVILLE	AL	
LEXINGTON	KY	
LEXINGTON	KY	
WHITE SANDS	NM	
NORFOLK	VA	
FAIRBOIRN	OH	(b)(4)
NEWPORT BEACH.	CA	
RESTON	VA	
NORFOLK	VA	
NASHUA	NH	
WASHINGTON	DC	
LONG BEACH	CA	
RESTON	VA	
LANHAM	MD	
MERCHANSTSVILLE	NJ	(b)(4)
TORRANCE,	CA	
RIDGECREST	CA	
CAMAS	WA	
TEWKSBURY	MA	
TEWKSBURY	MA	
TEWKSBURY	MA	
RESTON	VA	
TAMPA	FL	(b)(4)
BURLINGTON	MA	
RICHMOND	CA	
PORTSMOUTH	RI	
LARGO	MD	
EL PASO	TX	
INDIANAPOLIS	IN	
SPRINGFIELD	VA	
VIRGINIA BEACH	VA	
GOLETA	CA	(b)(4)
FORT BLISS	TX	
HERMISTON	OR	
PLANO	TX	
WICHITA	KS	
TEWKSBURY	MA	
ARLINGTON	VA	
DALLAS	TX	
DALLAS	TX	
VIRGINIA BEACH	VA	(b)(4)
SAN JOSE	CA	
NEW YORK	NY	

000136

ARLINGTON	TX	
SAN DIEGO	CA	
SAN DIEGO	CA	
AUSTIN	TX	(b)(4)
AUSTIN	TX	
MANCHESTER	NH	
TEWKSBURY	MA	
SHALIMAR	FL	
ARLINGTON	VA	
TUCSON	AZ	
LAGRANGE	GA	
WARNER ROBINS	GA	
SAN ANTONIO	TX	
BEDFORD	MA	(b)(4)
LONG BEACH	CA	
MELVILLE	NY	
EL DORADO	TX	
PINE BLUFF	AK	
SALT LAKE CITY	UT	
LEWISVILLE	TX	
GOLETA	CA	
BELLEVUE	WA	
LEWISVILLE	TX	(b)(4)
VIRGINIA BEACH	VA	
TUCSON	AZ	
EL SEGUNDO	CA	
INDIANAPOLIS	IN	
CLAIRE FIATO	NY	
FARMINGDALE	NY	
SAN ANTONIO	TX	(b)(4)
FULLERTON	CA	
EL SEGUNDO	CA	
BELLEVUE	NE	
KIRKWOOD	NY	
SAINT PETERSBURG	FL	
LARGO	FL	
VIENNA	VA	
DAYTON	OH	(b)(4)
BURLINGTON	MA	
KEYPORT	WA	
PRINCETON	NJ	
SAN ANTONIO	TX	
CLEAR	WI	
MADISON	MS	
MARYSVILLE	CA	
NEWPORT	RI	
PATRICK AFB	FL	
ORANGEBURG	SC	
MCKINNEY	TX	
MELVILLE	NY	(b)(4)
FULLERTON	CA	
BINGHAMPTON	NY	

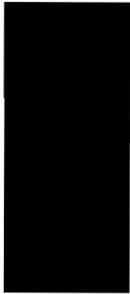
000137

ARLINGTON	VA	
ARLINGTON	VA	
OKLAHOMA CITY	OK	(b)(4)
BURLINGTON	MA	
FULLERTON	CA	
STATEN ISLAND	NY	
TEXARKANA	TX	
HUNTSVILLE	AL	
TEWKSBURY	MA	
POULSBO	WA	
DENVER	CO	
ANNAPOLIS JUNCTION	MD	
WALTHAM	MA	
SUDBURY	MA	(b)(4)
HUNTSVILLE	AL	
VIENNA	VA	
SALT LAKE CITY	UT	
STAMFORD	CT	
FAIRBORN	OH	
TEXARKANA	TX	
EL PASO	TX	
SAN DIEGO	CA	
EATONSTOWN	NJ	
SAN DIEGO	CA	
GREENBELT	MD	
DALLAS	TX	
ANCHORAGE	AK	(b)(4)
DAYTON	OH	
GARDENA	CA	
PASCAGOULA	MS	
BURLINGTON	MA	
BALTIMORE	MD	
EL SEGUNDO	CA	
SAN DIEGO	CA	
LEWISVILLE	TX	
ARLINGTON	VA	
DALLAS	TX	
DALLAS	TX	(b)(4)
SHERMAN	TX	
SHERMAN	TX	
EL SEGUNDO	CA	
EL SEGUNDO	CA	
SAN JOSE	CA	
ARLINGTON	TX	
NEWPORT BEACH	CA	
SUDBURY	MA	
HUNTSVILLE	AL	
LOS ANGELES	CA	
COLORADO SPRINGS	CO	
ARLINGTON	VA	
WHITE SANDS	NM	(b)(4)
ROME	NY	

000138

DALLAS	TX	
EL PASO	TX	
CHULA VISTA	CA	
GLEN BURNIE	MD	(b)(4)
BURLINGTON	MA	
EL PASO	TX	
TEWKSBURY	MA	
TEWKSBURY	MA	
SOUTH HOUSTON	TX	
AURORA	CO	
ANDOVER	MA	
FAIRBORN	OH	
GREAT NECK	NY	
GOLETTA	GA	
WALTHAM	MA	
COLORADO SPRINGS	CO	(b)(4)
EGLIN AFB	FL	
TEWKSBURY	MA	
ORLANDO	FL	
ORLANDO	FL	
FOREST	MS	
EL PASO	TX	
MANCHESTER	NH	
HUDSON	NH	
MARLBOROUGH	MA	(b)(4)
NORFOLK	VA	
NEW ORLEANS	LA	
BEDFORD	MA	
MANCHESTER	NH	
PHILADELPHIA	PA	
HAMPTON	VA	
FALLS CHURCH	VA	
WARNER ROBINS	GA	
GREENVILLE	TX	
TEWKSBURY	MA	(b)(4)
WICHITA	KS	
MARLBOROUGH	MA	
GOLETA	CA	
EL SEGUNDO	CA	
RIDGECREST	CA	
DANBURY	CT	
SUNNYVALE	CA	
MOORESTOWN	NJ	
LINTHICUM HEIGHTS	MD	
INDIANAPOLIS	IN	
DAHLGREN	VA	
NASHUA	NH	
ALBURQUERQUE	NM	
SAN DIEGO	CA	
LANHAM	MD	
NORFOLK	VA	
MARLBOROUGH	MA	(b)(4)

000139



PALATINE  
TEWKSBURY  
TEWKSBURY  
TEWKSBURY  
TEWKSBURY  
TEWKSBURY  
CANOGA PARK  
VIRGINIA BEACH  
TRAVIS AFB

IL  
MA  
MA  
MA  
MA  
CA  
VA  
CA

(b)(4)

(b)(4)

000140

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000142

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1 CONTRACT ID CODE S/V/R/U PAGE 1 OF PAGES 3

2 AMENDMENT/MODIFICATION NO P00001

3 EFFECTIVE DATE 98 FEB 19 W31RPD

4 REQUISITION/PURCHASE REQ. NO. Order No: ER7D730700-03 5. PROJECT NO (If applicable)

SUED BY CODE

7. ADMINISTERED BY (If other than Item 6) CODE

U.S. Army Space and Missile Defense Command Contr & Acq Mgt Ofc, SMDC-CM-CN P.O. Box 1500, Huntsville, AL 35807-3801

Defense Logistics Agency P.O. Box 6364 Anaheim, CA 92816

(b)(6)

SCD: A ADP: N/A PAS: NONE (b)(6)

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)

(X) 9A. AMENDMENT OF SOLICITATION NO.

H&R Company A Joint Venture of Hughes Aircraft Company and The Raytheon Company 2175 Park Place P.O. Box 902 El Segundo, California 90245

9B DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO.

(b)(6)

X DASG60-98-C-0001

10B DATED (SEE ITEM 13) 98 JAN 30

CODE TCEX7

FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12 ACCOUNTING AND APPROPRIATION DATA (If required) SEE BLOCK 14

INCREASE: \$1,175,003

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

X D. OTHER (Specify type of modification and authority) UNILATERAL: Contract Clause No. 71, "LIMITATION OF FUNDS"

E. IMPORTANT: Contractor X is not, is required to sign this document and return copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

WHEREAS, pursuant to the contract clause, "LIMITATION OF FUNDS," the government elects to allot an additional increment of funds to partially fund the contract; and

NOW, THEREFORE, the contract is modified as follows:

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

15A. NAME AND TITLE OF SIGNER (Type or print)

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

CONTRACTOR/OFFEROR

15C. DATE SIGNED

16B. BY

16C. DATE SIGNED

(Signature of person authorized to sign)

19 Feb 98

PREVIOUS EDITION UNUSABLE

STANDARD FORM 30 (REV. 10-83) Prescribed by GSA FAR (48 CFR) 53.243

000143

(b)(6)

1. Paragraph G-5, ACCOUNTING AND APPROPRIATION DATA, is modified to add the following:

a. CLINs 0001 and 0002:

ACRN: AD  
 ACCT CLASS: 2172040 36 9618 P172419E55 2587 ER7D730800 S01021  
 [REDACTED] ORDER NO/PRON: ER7D730800-01 FUNDED AMOUNT: \$842,017 (b)(3)(A)  
 (i)&Title 10 Sec 130 (a)(b)

b. CLINs 0003 and 0004:

ACRN: AB  
 ACCT CLASS: 2172040 36 9618 P172419E55 2587 ER7D730700 S01021  
 [REDACTED] ORDER NO/PRON: ER7D730700-02 FUNDED AMOUNT: \$118,467 (b)(3)(A)  
 ER7D730700-03 FUNDED AMOUNT: \$214,519 (i)&Title 10 Sec 130 (a)(b)

2. Paragraph G-6, IMPLEMENTATION OF AND EXPLANATION OF THE RELATIONSHIP OF THE LIMITATION OF FUNDS (LOF) CLAUSE TO FEE OBLIGATIONS, is modified as follows:

a. CLINs 0001 and 0002:

	<u>PRIOR</u>	<u>THIS MODIFICATION</u>	<u>TOTAL</u>
(1) Amount Required for Full Funding:	\$1,482,003	\$ 0	\$1,482,003
(2) Amount Allotted Under the LOF Clause for Payment of Costs:	[REDACTED]	[REDACTED]	[REDACTED] (b)(4)
(3) Total Amount Allotted and Obligated:	\$ 482,003	\$842,017	\$1,324,020
(4) Net Amount Required for Full Funding:	\$1,000,000	(\$842,017)	\$ 157,983
(5) Estimated Period of Performance the Allotted Amount Will Cover:	20 Mar 98	30 May 98	30 May 98

000144

G-3. CONTRACTING ACTIVITY REPRESENTATIVE:

Contract Matters

NAME:	[REDACTED]	b)(6)
ORGANIZATIONAL CODE:	[REDACTED]	
TELEPHONE NUMBERS:	[REDACTED]	b)(6)
COMMERCIAL:	[REDACTED]	
DEFENSE SWITCHED NETWORK (DSN):	[REDACTED]	b)(6)

G-4. IDENTIFICATION OF CORRESPONDENCE: All correspondence and data submitted by the contractor under this contract shall reference the contract number.

G-5. ACCOUNTING AND APPROPRIATION DATA:

CLIN 0001

ACRN:	AA
ACCT CLASS:	2182040 36 9618 P172419E55 2587 ER8D730400 S01021 ER8D730400/8HHLE/H
BMDO ORDER NO/PRON:	ER8D730400-01 FUNDED AMT: \$482,003 (BASIC)

ACRN:	AD
ACCT CLASS:	2172040 36 9618 P172419E55 2587 ER7D730800 S01021 ER7D730800/7HHAER/H
BMDO ORDER NO/PRON:	ER7D730800-01 FUNDED AMT: \$842,017 (P00001)

CLIN 0003

ACRN:	AB
ACCT CLASS:	2172040 36 9618 P172419E55 2587 ER7D730700 S01021 ER7D730700/7HHAER/H
BMDO ORDER NO/PRON:	ER7D730700-01 FUNDED AMT: \$928,000 (BASIC) ER7D730700-02 FUNDED AMT: \$118,467 (P00001) ER7D730700-03 FUNDED AMT: \$214,519 (P00001)

ACRN:	AC
ACCT CLASS:	2182040 36 9618 P172419E55 2587 ER8D730500 S01021 ER8D730500/8HHLE/H
BMDO ORDER NO/PRON:	ER8D730500-01 FUNDED AMT: \$10,517,997 (BASIC)

G-6. IMPLEMENTATION OF AND EXPLANATION OF THE RELATIONSHIP OF THE LIMITATION OF FUNDS (LOF) CLAUSE TO FEE OBLIGATIONS: The amount of funds estimated to be required for full performance, including fee(s); the amount of funds allotted pursuant to the Contract Clause hereof entitled, Limitations of Funds; the amount of funds currently obligated for fee; and the estimated period of performance covered by the funds allotted are set forth below. Amounts obligated for fee are separate from and are not to be commingled with the amounts allotted for costs and are not available to the contractor to cover costs in excess of those allotted to the contract for cost.

000145

a. CLINs 0001 and 0002:

- (1) Amount Required for Full Funding: \$ 1,482,003
- (2) Amount Allotted Under the LOF Clause for Payment of Costs: [REDACTED]
- (3) Total Amount Allotted and Obligated: [REDACTED]
- (4) Net Amount Required for Full Funding: \$ 157,983
- (5) Estimated Period of Performance the Allotted Amount Will Cover: 30 May 98

b)(4)

b. CLINs 0003 and 0004:

- (1) Amount Required for Full Funding, Including Fee(s): \$ 91,059,553
- (2) Amount Allotted Under the LOF Clause for Payment of Target Costs: [REDACTED]
- (3) Amount Separately Obligated for Payment of Target Fee: [REDACTED]
- (4) Total Amount Allotted and Obligated: \$ 11,778,983
- (5) Net Amount Required for Full Funding: \$ 79,280,570
- (6) Estimated Period of Performance the Allotted Amount Will Cover: 31 Jul 98

(b)(4)

c. CLINs 0005 and 0006:

- (1) Amount Required for Full Funding, Including Fee(s): \$183,473,939
- (2) Amount Allotted Under the LOF Clause for Payment of Costs: \$ TBD
- (3) Amount Separately Obligated for Payment of Base Fee: \$ \_\_\_\_\_
- (4) Amount Separately Obligated for Payment of Award Fee: \$ \_\_\_\_\_
- (5) Total Amount Allotted and Obligated: \$ \_\_\_\_\_
- (6) Net Amount Required for Full Funding: \$ \_\_\_\_\_
- (7) Estimated Period of Performance the Allotted Amount Will Cover:

000146

H-8. [REDACTED] THROUGH [REDACTED]  
[REDACTED] Fuels as identified below will be provided through [REDACTED] with the clause of this contract entitled Government Property (Cost-Reimbursement, Time and Material, or Labor-Hour Contracts). From time to time the contractor may order with the supplier for partial deliveries of fuel. To assist the Contracting Officer in maintaining accountability of total orders, the contractor shall notify the Contracting Officer when fuels ordered exceed 85 percent of the amount specified below. This is requested for each fuels type listed. The contractor will be financially responsible for orders for fuels in excess of the amount stipulated below:

(b)(3)(A)  
(i)&Title  
10 Sec  
130 (a)(b)

NOMENCLATURE	NATIONAL STOCK NO. (NSN)	UNIT OF ISSUE	QUANTITY AUTHORIZED AS GFP
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H-9. DESIGN SENSITIVITY TO COST (COST AS AN INDEPENDENT VARIABLE): The contractor may propose changes to the proposed design conforming to cost as an independent variable (CAIV). Those changes which do not alter the Aerostat Performance Specification (APS) may be implemented by the contractor 10 working days after notice of intent specifying the changes is provided to the government. Changes which alter the APS by reducing the requirements may only be undertaken without an equitable reduction in the estimated cost and schedule of the contract if the contractor demonstrates 1) a comparable gain in other performance requirements, 2) such changes are acceptable to the government, and 3) the change does not alter the overall estimated cost of the program. In no event, however, shall the contractor propose to reduce or alter the requirements of paragraph A.2 of Appendix A of the APS.

H-10. INCREMENTAL FUNDING OF THE CONTRACT:

a. It is expected that allotments within each fiscal year will be made on an incremental basis in accordance with the LIMITATION OF FUNDS clause.

b. Pursuant to the Limitation of Funds clause, the sum of \$1,324,020 is presently allotted to CLIN 0001 and available for payment to cover the work to be performed hereunder until 30 May 98. The amount of [REDACTED] is obligated for Potential Fee for a total amount of [REDACTED] for CLIN 0001.

(b)(4)

c. Pursuant to the LIMITATION OF FUNDS clause, the sum of \$10,819,608 is presently allotted to CLIN 0003 and available for payment to cover the work to be performed hereunder until 31 Jul 98. The amount of [REDACTED] is obligated for Potential Fee (if applicable), for a total amount of [REDACTED] for CLIN 0003. It is anticipated that the balance will be allotted and obligated (combined amounts for Cost and Potential Fee) as follows:

(b)(4)

	PLANNED DATE OF FUNDING	AMOUNT	CUMULATIVE
CLIN 0001	FY98 - Second Quarter	\$546,043	\$ 546,043
	FY98 - Third Quarter	\$934,701	\$1,480,744
	FY98 - Fourth Quarter	\$ 1,259	\$1,482,003

000147

b. CLINs 0003 and 0004:

	<u>PRIOR</u>	<u>THIS MODIFICATION</u>	<u>TOTAL</u>
(1) Amount Required for Full Funding, Including Fee(s):	\$91,059,553	-0-	\$91,059,553
(2) Amount Allotted Under the LOF Clause for Payment of Target Costs:	[REDACTED]	[REDACTED]	[REDACTED]
(3) Amount Separately Obligated for Payment of Target Fee:	[REDACTED]	[REDACTED]	[REDACTED]
(4) Total Amount Allotted and Obligated:	\$11,445,997	\$332,986	\$11,778,983
(5) Net Amount Required for Full Funding:	\$79,613,556	(\$332,986)	\$79,280,570
(6) Estimated Period of Performance the Allotted Amount Will Cover:		31 Jul 98	

(b)(4)

3. The following page substitutions are hereby incorporated into the contract:

DELETE

PAGE 13, BASIC CONTRACT  
PAGE 14, BASIC CONTRACT  
PAGE 21, BASIC CONTRACT

ADD

PAGE 13, MODIFICATION P00001  
PAGE 14, MODIFICATION P00001  
PAGE 21, MODIFICATION P00001

000148

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE SN/R/U	PAGE 1	OF PAGES 3
2. AMENDMENT/MODIFICATION NO P00002	3. EFFECTIVE DATE 98 MAR 19	4. REQUISITION/PURCHASE REQ. NO Order No: ER8D730500-02	5. PROJECT NO. (If applicable)	
SUED BY	CODE W31RPD	7. ADMINISTERED BY (If other than Item 6)	CODE	
.S. Army Space and Missile Defense Command Contr & Acq Mgt Ofc, SMDC-CM-CN P.O. Box 1500, Huntsville, AL 35807-3801		Defense Logistics Agency P.O. Box 6364 Anaheim, CA 92816		
[REDACTED]		SCD: A	ADP: N/A	PAS: NONE (X)
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) H&R Company A Joint Venture of Hughes Aircraft Company and The Raytheon Company 2175 Park Place P.O. Box 902 El Segundo, California 90245 [REDACTED] TIN: 04-2977414		(X) 9A. AMENDMENT OF SOLICITATION NO.		
		9B DATED (SEE ITEM 11)		
		10A. MODIFICATION OF CONTRACT/ORDER NO		
		(X) DASG60-98-C-0001		
		10B. DATED (SEE ITEM 13) 98 JAN 30		
CODE 1CEX7	FACILITY CODE			

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)  
SEE BLOCK 14

INCREASE: \$7,668,829

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS,  
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

(X) D. OTHER (Specify type of modification and authority)  
UNILATERAL: Contract Clause No. 71, "LIMITATION OF FUNDS"

E. IMPORTANT: Contractor  is not,  is required to sign this document and return \_\_\_\_\_ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

WHEREAS, pursuant to the contract clause, "LIMITATION OF FUNDS," the government elects to allot an additional increment of funds to partially fund the contract; and

NOW, THEREFORE, the contract is modified as follows:

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
[REDACTED]		[REDACTED]	
CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. BY	16C. DATE SIGNED
(Signature of person authorized to sign)		(Signature of Contracting Officer)	19 Mar 98

PREVIOUS EDITION UNUSABLE

000149

STANDARD FORM 30 (REV 10-83)  
Prescribed by GSA  
FAR (48 CFR) 53.243

1. Paragraph G-5, ACCOUNTING AND APPROPRIATION DATA, is modified to add the following:

a. CLINs 0001 and 0002:

ACRN: AA  
 ACCT CLASS: 2182040 36 9618 P172419E55 2581 ER8D730400 S01021  
 ER8D730400/8HHJLE/H  
 [REDACTED] ORDER NO/PRON: ER8D730400-02 FUNDED AMOUNT: \$157,983

(b)(3)(A)  
 (i)&Title  
 10 Sec 130

b. CLINs 0003 and 0004:

ACRN: AC  
 ACCT CLASS: 2182040 36 9618 P172419E55 2581 ER8D730500 S01021  
 ER8D730500/8HHJLE/H  
 [REDACTED] ORDER NO/PRON: ER8D730500-02 FUNDED AMOUNT: \$7,510,846

(a)(b)  
 (b)(3)(A)  
 (i)&Title

2. Paragraph G-6, IMPLEMENTATION OF AND EXPLANATION OF THE RELATIONSHIP OF THE LIMITATION OF FUNDS (LOF) CLAUSE TO FEE OBLIGATIONS, is modified as follows:

10 Sec 130  
 (a)(b)

a. CLINs 0001 and 0002:

	<u>PRIOR</u>	<u>THIS MODIFICATION</u>	<u>TOTAL</u>
(1) Amount Required for Full Funding:	\$1,482,003	\$ 0	\$1,482,003
(2) Amount Allotted Under the LOF Clause for Payment of Costs:	[REDACTED]	[REDACTED]	[REDACTED] (b)(4)
(3) Total Amount Allotted and Obligated:	\$1,324,020	\$157,983	\$1,482,003
(4) Net Amount Required for Full Funding:	\$ 157,983	(\$157,983)	\$ 0
(5) Estimated Period of Performance the Allotted Amount Will Cover:		29 Aug 00	

000150

b. CLINs 0003 and 0004:

	<u>PRIOR</u>	<u>THIS MODIFICATION</u>	<u>TOTAL</u>
(1) Amount Required for Full Funding, Including Fee(s):	\$91,059,553	-0-	\$91,059,553
(2) Amount Allotted Under the LOF Clause for Payment of Target Costs:	[REDACTED]		
(3) Amount Separately Obligated for Payment of Target Fee:	[REDACTED]		
(4) Total Amount Allotted and Obligated:	\$11,778,983	\$7,510,846	\$19,289,829
(5) Net Amount Required for Full Funding:	\$79,280,570	(\$7,510,846)	\$71,769,724
(6) Estimated Period of Performance the Allotted Amount Will Cover:		11 Sep 98	

(b)(4)

3. The following page substitutions are hereby incorporated into the contract:

DELETE

PAGE 13, MODIFICATION P00001  
 PAGE 14, MODIFICATION P00001  
 PAGE 21, MODIFICATION P00001

ADD

PAGE 13, MODIFICATION P00002  
 PAGE 14, MODIFICATION P00002  
 PAGE 21, MODIFICATION P00002

000151

G-3. CONTRACTING ACTIVITY REPRESENTATIVE:

Contract Matters

NAME:	[REDACTED]	b)(6)
ORGANIZATIONAL CODE:	[REDACTED]	
TELEPHONE NUMBERS:	[REDACTED]	
COMMERCIAL:	[REDACTED]	
DEFENSE SWITCHED NETWORK (DSN):	[REDACTED]	b)(6)

G-4. IDENTIFICATION OF CORRESPONDENCE: All correspondence and data submitted by the contractor under this contract shall reference the contract number.

G-5. ACCOUNTING AND APPROPRIATION DATA:

CLIN 0001

ACRN:	AA	
ACCT CLASS:	2182040 36 9618 P172419E55 2587 ER8D730400 S01021 ER8D730400/8HHLE/H	(b)(3)(A)
[REDACTED] ORDER NO/PRON:	ER8D730400-01 FUNDED AMT: \$482,003 (BASIC) ER8D730400-02 FUNDED AMT: \$157,983 (P00002)	(i)&Title 10 Sec 130 (a) (b)

ACRN:	AD	
ACCT CLASS:	2172040 36 9618 P172419E55 2587 ER7D730800 S01021 ER7D730800/7HHAER/H	(b)(3)(A)
[REDACTED] ORDER NO/PRON:	ER7D730800-01 FUNDED AMT: \$842,017 (P00001)	(i)&Title 10 Sec 130 (a) (b)

CLIN 0003

ACRN:	AB	
ACCT CLASS:	2172040 36 9618 P172419E55 2587 ER7D730700 S01021 ER7D730700/7HHAER/H	(b)(3)(A)
[REDACTED] ORDER NO/PRON:	ER7D730700-01 FUNDED AMT: \$928,000 (BASIC) ER7D730700-02 FUNDED AMT: \$118,467 (P00001) ER7D730700-03 FUNDED AMT: \$214,519 (P00001)	(i)&Title 10 Sec 130 (a)(b)

ACRN:	AC	
ACCT CLASS:	2182040 36 9618 P172419E55 2587 ER8D730500 S01021 ER8D730500/8HHLE/H	(b)(3)(A)
[REDACTED] ORDER NO/PRON:	ER8D730500-01 FUNDED AMT: \$10,517,997 (BASIC) ER8D730500-02 FUNDED AMT: \$ 7,510,846 (P00002)	(i)&Title 10 Sec 130 (a) (b)

000152

G-6. IMPLEMENTATION OF AND EXPLANATION OF THE RELATIONSHIP OF THE LIMITATION OF FUNDS (LOF) CLAUSE TO FEE OBLIGATIONS: The amount of funds estimated to be required for full performance, including fee(s); the amount of funds allotted pursuant to the Contract Clause hereof entitled, Limitations of Funds; the amount of funds currently obligated for fee; and the estimated period of performance covered by the funds allotted are set forth below. Amounts obligated for fee are separate from and are not to be commingled with the amounts allotted for costs and are not available to the contractor to cover costs in excess of those allotted to the contract for cost.

a. CLINs 0001 and 0002:

(1) Amount Required for Full Funding:	\$ 1,482,003	
(3) Total Amount Allotted and Obligated:	\$ 1,482,003	(b) (4)
(4) Net Amount Required for Full Funding:	\$ -0-	
(5) Estimated Period of Performance the Allotted Amount Will Cover:	29 Aug 00	

b. CLINs 0003 and 0004:

(1) Amount Required for Full Funding, Including Fee(s):	\$ 91,059,553	
(2) Amount Allotted Under the LOF Clause for Payment of Target Costs:	[REDACTED]	(b)(4)
(3) Amount Separately Obligated for Payment of Target Fee:	[REDACTED]	
(4) Total Amount Allotted and Obligated:	\$ 19,289,829	
(5) Net Amount Required for Full Funding:	\$ 71,769,724	
(6) Estimated Period of Performance the Allotted Amount Will Cover:	11 Sep 98	

c. CLINs 0005 and 0006:

(1) Amount Required for Full Funding, Including Fee(s):	\$183,473,939
(2) Amount Allotted Under the LOF Clause for Payment of Costs:	\$ <u>TBD</u>
(3) Amount Separately Obligated for Payment of Base Fee:	\$ _____
(4) Amount Separately Obligated for Payment of Award Fee:	\$ _____
(5) Total Amount Allotted and Obligated:	\$ _____
(6) Net Amount Required for Full Funding:	\$ _____
(7) Estimated Period of Performance the Allotted Amount Will Cover:	

000153

H-8. [REDACTED] THROUGH [REDACTED] Fuels as identified below will be provided through [REDACTED] in accordance with the clause of this contract entitled Government Property (Cost-Reimbursement, Time and Material, or Labor-Hour Contracts). From time to time the contractor may order with the supplier for partial deliveries of fuel. To assist the Contracting Officer in maintaining accountability of total orders, the contractor shall notify the Contracting Officer when fuels ordered exceed 85 percent of the amount specified below. This is requested for each fuels type listed. The contractor will be financially responsible for orders for fuels in excess of the amount stipulated below:

(b)(3)(A)  
(i)&Title  
10 Sec  
130 (a)(b)

NOMENCLATURE	NATIONAL STOCK NO. (NSN)	UNIT OF ISSUE	QUANTITY AUTHORIZED AS GFP
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H-9. DESIGN SENSITIVITY TO COST (COST AS AN INDEPENDENT VARIABLE): The contractor may propose changes to the proposed design conforming to cost as an independent variable (CAIV). Those changes which do not alter the Acrostat Performance Specification (APS) may be implemented by the contractor 10 working days after notice of intent specifying the changes is provided to the government. Changes which alter the APS by reducing the requirements may only be undertaken without an equitable reduction in the estimated cost and schedule of the contract if the contractor demonstrates 1) a comparable gain in other performance requirements, 2) such changes are acceptable to the government, and 3) the change does not alter the overall estimated cost of the program. In no event, however, shall the contractor propose to reduce or alter the requirements of paragraph A.2 of Appendix A of the APS.

H-10. INCREMENTAL FUNDING OF THE CONTRACT:

a. It is expected that allotments within each fiscal year will be made on an incremental basis in accordance with the LIMITATION OF FUNDS clause.

b. Pursuant to the Limitation of Funds clause, the sum of \$1,482,003 is presently allotted to CLIN 0001 and available for payment to cover the work to be performed hereunder until 29 Aug 00. The amount of [REDACTED] obligated for Potential Fee for a total amount of [REDACTED] for CLIN 0001.

(b)(4)

c. Pursuant to the LIMITATION OF FUNDS clause, the sum of \$17,718,711 is presently allotted to CLIN 0003 and available for payment to cover the work to be performed hereunder until 11 Sep 98. The amount of [REDACTED] obligated for Potential Fee (if applicable), for a total amount of [REDACTED] for CLIN 0003. It is anticipated that funds will be allotted and obligated (combined amounts for Cost and Potential Fee) as follows:

(b)(4)

	PLANNED DATE OF FUNDING	AMOUNT	CUMULATIVE
CLIN 0001	FY98 - Second Quarter	\$546,043	\$ 546,043
	FY98 - Third Quarter	\$934,701	\$1,480,744
	FY98 - Fourth Quarter	\$ 1,259	\$1,482,003

000154

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE S/V/R/U PAGE 1 OF PAGES 2

2. AMENDMENT/MODIFICATION NO. P00003

3. EFFECTIVE DATE 98 MAR 25

4. REQUISITION/PURCHASE REQ. NO. Order No: ER7D730700-04

5. PROJECT NO. (If applicable)

6. ISSUED BY

CODE

W31RPD

7. ADMINISTERED BY (If other than Item 6)

CODE

S. Army Space and Missile Defense Command  
Contr & Acq Mgt Ofc, SMDC-CM-CN  
P.O. Box 1500, Huntsville, AL 35807-3801

Defense Logistics Agency  
P.O. Box 6364  
Anaheim, CA 92816

(b)(6)

SCD: A

ADP: N/A

PAS: NONE

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)

H&R Company  
A Joint Venture of Hughes Aircraft Company  
and The Raytheon Company  
2175 Park Place  
P.O. Box 902  
El Segundo, California 90245

(X) 9A. AMENDMENT OF SOLICITATION NO

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO.

(X) DASG60-98-C-0001

10B. DATED (SEE ITEM 13)  
98 JAN 30

TIN: 04-2977414

(b)(6)

CODE 1CEX7

FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

SEE BLOCK 14

INCREASE: \$180,000

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

(X) D. OTHER (Specify type of modification and authority)  
UNILATERAL: Contract Clause No. 71, "LIMITATION OF FUNDS"

E. IMPORTANT: Contractor  is not,  is required to sign this document and return \_\_\_\_\_ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

WHEREAS, pursuant to the contract clause, "LIMITATION OF FUNDS," the government elects to allot an additional increment of funds to partially fund CLINs 0003 and 0004 of the contract; and

NOW, THEREFORE, the contract is modified as follows:

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

15A. NAME AND TITLE OF SIGNER (Type or print)

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

CONTRACTOR/OFFEROR

15C. DATE SIGNED

(b)(6)  
16C. DATE SIGNED

(Signature of person authorized to sign)

(Signature of Contracting Officer)

(b)(6)  
25 Mar 98

PREVIOUS EDITION UNUSABLE

000155

STANDARD FORM 30 (REV. 10-83)  
Prescribed by GSA  
FAR (48 CFR) 53.243

1. Paragraph G-5, ACCOUNTING AND APPROPRIATION DATA, is modified to add the following:

CLINs 0003 and 0004:

ACRN: AB  
 ACCT CLASS: 2172040 36 9618 P172419E55 2581 ER7D730700 S01021  
 ER7D730700/7HHAER/H  
 BMDO ORDER NO/PRON: ER7D730700-04 FUNDED AMOUNT: \$180,000

2. Paragraph G-6, IMPLEMENTATION OF AND EXPLANATION OF THE RELATIONSHIP OF THE LIMITATION OF FUNDS (LOF) CLAUSE TO FEE OBLIGATIONS, is modified as follows:

b. CLINs 0003 and 0004:

	<u>PRIOR</u>	<u>THIS MODIFICATION</u>	<u>TOTAL</u>
(1) Amount Required for Full Funding, Including Fee(s):	\$91,059,553	-0-	\$91,059,553
(2) Amount Allotted Under the LOF Clause for Payment of Target Costs:	[REDACTED]		
(3) Amount Separately Obligated for Payment of Target Fee:	[REDACTED] (b)(4)		
(4) Total Amount Allotted and Obligated:	\$19,289,829	\$180,000	\$19,469,829
(5) Net Amount Required for Full Funding:	\$71,769,724	(\$180,000)	\$71,589,724
(6) Estimated Period of Performance the Allotted Amount Will Cover:		18 Sep 98	

3. The following page substitutions are hereby incorporated into the contract:

DELETE

PAGE 13, MODIFICATION P00002  
 PAGE 14, MODIFICATION P00002  
 PAGE 21, MODIFICATION P00002

ADD

PAGE 13, MODIFICATION P00003  
 PAGE 14, MODIFICATION P00003  
 PAGE 21, MODIFICATION P00003

000156

G-6. IMPLEMENTATION OF AND EXPLANATION OF THE RELATIONSHIP OF THE LIMITATION OF FUNDS (LOF) CLAUSE TO FEE OBLIGATIONS: The amount of funds estimated to be required for full performance, including fee(s); the amount of funds allotted pursuant to the Contract Clause hereof entitled, Limitations of Funds; the amount of funds currently obligated for fee; and the estimated period of performance covered by the funds allotted are set forth below. Amounts obligated for fee are separate from and are not to be commingled with the amounts allotted for costs and are not available to the contractor to cover costs in excess of those allotted to the contract for cost.

a. CLINs 0001 and 0002:

- (1) Amount Required for Full Funding: \$ 1,482,003
- (2) Amount Allotted Under the LOF Clause for Payment of Target Costs: [REDACTED]
- (3) Total Amount Allotted and Obligated: \$ 1,482,003
- (4) Net Amount Required for Full Funding: \$ -0-
- (5) Estimated Period of Performance the Allotted Amount Will Cover: 29 Aug 00

(b)(4)

b. CLINs 0003 and 0004:

- (1) Amount Required for Full Funding, Including Fee(s): \$ 91,059,553
- (2) Amount Allotted Under the LOF Clause for Payment of Target Costs: [REDACTED]
- (3) Amount Separately Obligated for Payment of Target Fee: [REDACTED]
- (4) Total Amount Allotted and Obligated: \$ 19,469,829
- (5) Net Amount Required for Full Funding: \$ 71,589,724
- (6) Estimated Period of Performance the Allotted Amount Will Cover: 18 Sep 98

(b)(4)

c. CLINs 0005 and 0006:

- (1) Amount Required for Full Funding, Including Fee(s): \$183,473,939
- (2) Amount Allotted Under the LOF Clause for Payment of Costs: \$ TBD
- (3) Amount Separately Obligated for Payment of Base Fee: \$ \_\_\_\_\_
- (4) Amount Separately Obligated for Payment of Award Fee: \$ \_\_\_\_\_
- (5) Total Amount Allotted and Obligated: \$ \_\_\_\_\_
- (6) Net Amount Required for Full Funding: \$ \_\_\_\_\_
- (7) Estimated Period of Performance the Allotted Amount Will Cover:

000157

H-8. [REDACTED] THROUGH [REDACTED]  
[REDACTED] Fuels as identified below will be provided through [REDACTED] in accordance with the clause of this contract entitled Government Property (Cost-Reimbursement, Time and Material, or Labor-Hour Contracts). From time to time the contractor may order with the supplier for partial deliveries of fuel. To assist the Contracting Officer in maintaining accountability of total orders, the contractor shall notify the Contracting Officer when fuels ordered exceed 85 percent of the amount specified below. This is requested for each fuels type listed. The contractor will be financially responsible for orders for fuels in excess of the amount stipulated below:

(b)(3)(A)  
(i)&Title  
10 Sec  
130 (a)(b)

NOMENCLATURE	NATIONAL STOCK NO. (NSN)	UNIT OF ISSUE	QUANTITY AUTHORIZED AS GFP
--------------	--------------------------	---------------	----------------------------

H-9. DESIGN SENSITIVITY TO COST (COST AS AN INDEPENDENT VARIABLE): The contractor may propose changes to the proposed design conforming to cost as an independent variable (CAIV). Those changes which do not alter the Aerostat Performance Specification (APS) may be implemented by the contractor 10 working days after notice of intent specifying the changes is provided to the government. Changes which alter the APS by reducing the requirements may only be undertaken without an equitable reduction in the estimated cost and schedule of the contract if the contractor demonstrates 1) a comparable gain in other performance requirements, 2) such changes are acceptable to the government, and 3) the change does not alter the overall estimated cost of the program. In no event, however, shall the contractor propose to reduce or alter the requirements of paragraph A.2 of Appendix A of the APS.

H-10. INCREMENTAL FUNDING OF THE CONTRACT:

a. It is expected that allotments within each fiscal year will be made on an incremental basis in accordance with the LIMITATION OF FUNDS clause.

b. Pursuant to the Limitation of Funds clause, the sum of \$1,482,003 is presently allotted to CLIN 0001 and available for payment to cover the work to be performed hereunder until 29 Aug 00. The amount of [REDACTED] is obligated for Potential Fee for a total amount of [REDACTED] for CLIN 0001.

(b)(4)

c. Pursuant to the LIMITATION OF FUNDS clause, the sum of \$17,884,050 is presently allotted to CLIN 0003 and available for payment to cover the work to be performed hereunder until 18 Sep 98. The amount of [REDACTED] is obligated for Potential Fee (if applicable), for a total amount of [REDACTED] for CLIN 0003. It is anticipated that funds will be allotted and obligated (combined amounts for Cost and Potential Fee) as follows:

(b)(4)

	PLANNED DATE OF FUNDING	AMOUNT	CUMULATIVE
CLIN 0001	FY98 - Second Quarter	\$546,043	\$ 546,043
	FY98 - Third Quarter	\$934,701	\$1,480,744
	FY98 - Fourth Quarter	\$ 1,259	\$1,482,003

000158

G-3. CONTRACTING ACTIVITY REPRESENTATIVE:

Contract Matters

NAME:  
ORGANIZATIONAL CODE:  
TELEPHONE NUMBERS:  
COMMERCIAL:  
DEFENSE SWITCHED NETWORK (DSN):



G-4. IDENTIFICATION OF CORRESPONDENCE: All correspondence and data submitted by the contractor under this contract shall reference the contract number.

G-5. ACCOUNTING AND APPROPRIATION DATA:

CLIN 0001

ACRN: AA  
ACCT CLASS: 2182040 36 9618 P172419E55 2587 ER8D730400 S01021  
ER8D730400/8HHLLE/H  
[REDACTED] ORDER NO/PRON: ER8D730400-01 FUNDED AMT: \$482,003 (BASIC)  
ER8D730400-02 FUNDED AMT: \$157,983 (P00002)

(b)(3)(A)  
(i)&Title  
10 Sec 130  
(a)(b)

ACRN: AD  
ACCT CLASS: 2172040 36 9618 P172419E55 2587 ER7D730800 S01021  
ER7D730800/7HHAER/H  
[REDACTED] ORDER NO/PRON: ER7D730800-01 FUNDED AMT: \$842,017 (P00001)

(b)(3)(A)  
(i)&Title 10  
Sec 130 (a)  
(b)

CLIN 0003

ACRN: AB  
ACCT CLASS: 2172040 36 9618 P172419E55 2587 ER7D730700 S01021  
ER7D730700/7HHAER/H  
[REDACTED] ORDER NO/PRON: ER7D730700-01 FUNDED AMT: \$928,000 (BASIC)  
ER7D730700-02 FUNDED AMT: \$118,467 (P00001)  
ER7D730700-03 FUNDED AMT: \$214,519 (P00001)  
ER7D730700-04 FUNDED AMT: \$180,000 (P00003)

(b)(3)(A)  
(i)&Title  
10 Sec 130  
(a)(b)

ACRN: AC  
ACCT CLASS: 2182040 36 9618 P172419E55 2587 ER8D730500 S01021  
ER8D730500/8HHJLE/H  
[REDACTED] ORDER NO/PRON: ER8D730500-01 FUNDED AMT: \$10,517,997 (BASIC)  
ER8D730500-02 FUNDED AMT: \$ 7,510,846 (P00002)

(b)(3)(A)  
(i)&Title  
10 Sec  
130 (a)(b)

000159

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE SN/R/U	PAGE 1	OF PAGES 2
2. AMENDMENT/MODIFICATION NO. PC0004	3. EFFECTIVE DATE 98 MAR 31	4. REQUISITION/PURCHASE REQ. NO Order No: ER7D730700-04A	5. PROJECT NO (If applicable)	
ISSUED BY	CODE W31RPD	7. ADMINISTERED BY (If other than item 6)		CODE
U.S. Army Space and Missile Defense Command Contr & Acq Mgt Ofc, SMOC-CI -CN P.O. Box 1500, Huntsville, AL : 3807-3801		Defense Logistics Agency P.O. Box 6364 Anaheim, CA 92816		
(b)(6) <b>BMD</b>		SCD: A	ADP: N/A	PAS: NONE (b)(6)
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) H&R Company A Joint Venture of Hughes Aircraft Company and The Raytheon Company 2175 Park Place P.O. Box 902 El Segundo, California 90245		(X) 9A. AMENDMENT OF SOLICITATION NO.		
(b)(6)		9B. DATED (SEE ITEM 11)		
11N: 04-2977414		10A. MODIFICATION OF CONTRACT/ORDER NO.		
CODE	1CEX7	(X) DASG60-98-C-0001	(b)(6)	
	FACILITY CODE	10B. DATED (SEE ITEM 13)	98 JAN 30	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of offers  is extended,  is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

N/A

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor  is not,  is required to sign this document and return \_\_\_\_\_ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

1. Modification P00003, G-8., CLINs 0003 and 0004, (3) Amount Separately Obligated for Payment of Target Fee, column for this modification is corrected to read \_\_\_\_\_ and TOTAL is corrected to read \_\_\_\_\_ as shown below: (b)(4)

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
		(b)(6)	
CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. BY	DATE SIGNED
(Signature of person authorized to sign)		(Signature of Contracting Officer)	(b)(6) 100 Mar 9

PREVIOUS EDITION UNUSABLE

STANDARD FORM 30 (REV. 10-83)  
Prescribed by GSA  
FAR (48 CFR) 53.243

000/60

2. Paragraph G-6, IMPLEMENTATION OF AND EXPLANATION OF THE RELATIONSHIP OF THE LIMITATION OF FUNDS (LOF) CLAUSE TO FEE OBLIGATIONS, is modified as follows:

b. CLINs 0003 and 0004.

	<u>PRIOR</u>	<u>MODIFICATION P00002</u>	<u>TOTAL</u>
(1) Amount Required for Full Funding, Including Fee(s):	\$91,059,553	-0-	\$91,059,553
(2) Amount Allotted Under the LOF Clause for Payment of Target Costs:	[REDACTED]		
(3) Amount Separately Obligated for Payment of Target Fee:	[REDACTED] (b)(4)		
(4) Total Amount Allotted and Obligated:	\$19,289,829	\$180,000	\$19,469,829
(5) Net Amount Required for Full Funding:	\$71,769,724	(\$180,000)	\$71,589,724
(6) Estimated Period of Performance the Allotted Amount Will Cover:		18 Sep 98	

3. The following page substitutions are hereby incorporated into the contract:

DELETE

ADD

PAGE 14, MODIFICATION P00003  
PAGE 21, MODIFICATION P00003

PAGE 14, MODIFICATION P00004  
PAGE 21, MODIFICATION P00004

000/61

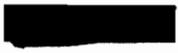
G-6. IMPLEMENTATION OF AND EXPLANATION OF THE RELATIONSHIP OF THE LIMITATION OF FUNDS (LOF) CLAUSE TO FEE OBLIGATIONS: The amount of funds estimated to be required for full performance, including fee(s); the amount of funds allotted pursuant to the Contract Clause hereof entitled, Limitations of Funds; the amount of funds currently obligated for fee; and the estimated period of performance covered by the funds allotted are set forth below. Amounts obligated for fee are separate from and are not to be commingled with the amounts allotted for costs and are not available to the contractor to cover costs in excess of those allotted to the contract for cost.

a. CLINs 0001 and 0002:

(1) Amount Required for Full Funding:	\$ 1,482,003
	
(3) Total Amount Allotted and Obligated:	\$ 1,482,003
(4) Net Amount Required for Full Funding:	\$ -0-
(5) Estimated Period of Performance the Allotted Amount Will Cover:	29 Aug 00

(b)(4)

b. CLINs 0003 and 0004:

(1) Amount Required for Full Funding, Including Fee(s):	\$ 91,059,553
(2) Amount Allotted Under the LOF Clause for Payment of Target Costs:	
(3) Amount Separately Obligated for Payment of Target Fee:	
(4) Total Amount Allotted and Obligated:	\$ 19,469,829
(5) Net Amount Required for Full Funding:	\$ 71,589,724
(6) Estimated Period of Performance the Allotted Amount Will Cover:	18 Sep 98

(b)(4)

c. CLINs 0005 and 0006:

(1) Amount Required for Full Funding, Including Fee(s):	\$183,473,939
(2) Amount Allotted Under the LOF Clause for Payment of Costs:	\$ <u>TBD</u>
(3) Amount Separately Obligated for Payment of Base Fee:	\$ _____
(4) Amount Separately Obligated for Payment of Award Fee:	\$ _____
(5) Total Amount Allotted and Obligated:	\$ _____
(6) Net Amount Required for Full Funding:	\$ _____
(7) Estimated Period of Performance the Allotted Amount Will Cover:	

000162

H-8. GOVERNMENT-FURNISHED FUELS PROVIDED

Fuels as identified below will be provided through [redacted] in accordance with the clause of this contract entitled Government Property (Cost-Reimbursement, Time and Material, or Labor-Hour Contracts). From time to time the contractor may order with the supplier for partial deliveries of fuel. To assist the Contracting Officer in maintaining accountability of total orders, the contractor shall notify the Contracting Officer when fuels ordered exceed 85 percent of the amount specified below. This is requested for each fuels type listed. The contractor will be financially responsible for orders for fuels in excess of the amount stipulated below:

(b)(3)(A)  
 (i)&Title 10  
 Sec 130 (a)(b)

NOMENCLATURE	NATIONAL STOCK NO. (NSN)	UNIT OF ISSUE	QUANTITY AUTHORIZED AS GFP
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H-9. DESIGN SENSITIVITY TO COST (COST AS AN INDEPENDENT VARIABLE): The contractor may propose changes to the proposed design conforming to cost as an independent variable (CAIV). Those changes which do not alter the Aerostat Performance Specification (APS) may be implemented by the contractor 10 working days after notice of intent specifying the changes is provided to the government. Changes which alter the APS by reducing the requirements may only be undertaken without an equitable reduction in the estimated cost and schedule of the contract if the contractor demonstrates 1) a comparable gain in other performance requirements, 2) such changes are acceptable to the government, and 3) the change does not alter the overall estimated cost of the program. In no event, however, shall the contractor propose to reduce or alter the requirements of paragraph A.2 of Appendix A of the APS.

H-10. INCREMENTAL FUNDING OF THE CONTRACT:

a. It is expected that allotments within each fiscal year will be made on an incremental basis in accordance with the LIMITATION OF FUNDS clause.

b. Pursuant to the Limitation of Funds clause, the sum of \$1,482,003 is presently allotted to CLIN 0001 and available for payment to cover the work to be performed hereunder until 29 Aug 00. The amount of [redacted] obligated for Potential Fee for a total amount of [redacted] for CLIN 0001.

(b)(4)

c. Pursuant to the LIMITATION OF FUNDS clause, the sum of \$17,884,050 is presently allotted to CLIN 0003 and available for payment to cover the work to be performed hereunder until 18 Sep 98. The amount of [redacted] obligated for Potential Fee (if applicable), for a total amount of [redacted] for CLIN 0003. It is anticipated that funds will be allotted and obligated (combined amounts for Cost and Potential Fee) as follows:

(b)(4)

	PLANNED DATE OF FUNDING	AMOUNT	CUMULATIVE
CLIN 0001	FY98 - Second Quarter	\$546,043	\$ 546,043
	FY98 - Third Quarter	\$934,701	\$1,480,744
	FY98 - Fourth Quarter	\$ 1,259	\$1,482,003

000163

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1 CONTRACT ID CODE SV/R/U PAGE 1 OF PAGES 2

2 AMENDMENT/MODIFICATION NO. P00005 3. EFFECTIVE DATE 98 APR 13 4. REQUISITION/PURCHASE REQ. NO Order No: ER7D730700-05 5. PROJECT NO. (If applicable) 7. ADMINISTERED BY (If other than Item 6) CODE

U.S. Army Space and Missile Defense Command BMD Contr & Acq Mgt Ofc, SMDC-CM-CN P.O. Box 1500, Huntsville, AL 35807-3801

Defense Logistics Agency P.O. Box 6364 Anaheim, CA 92816

(b)(6)

SCD: A ADP: N/A PAS: NONE (b)(6)

8 NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) H&R Company A Joint Venture of Hughes Aircraft Company and The Raytheon Company 2175 Park Place P.O. Box 902 El Segundo, California 90245 TIN: 04-2977474 (b)(6) CODE 1CEX7 FACILITY CODE

(X) 9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11) 10A. MODIFICATION OF CONTRACT/ORDER NO. (X) DASG60-98-C-0001 (b)(6) 10B. DATED (SEE ITEM 13) 98 JAN 30

11 THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

SEE BLOCK 14.

INCREASE: \$20,437

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM, PURSUANT TO THE AUTHORITY OF (AG 1603)(b).

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

(X) D. OTHER (Specify type of modification and authority) UNILATERAL: Contract Clause No. 71, "LIMITATION OF FUNDS"

E IMPORTANT: Contractor (X) is not, is required to sign this document and return copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

WHEREAS, pursuant to the contract clause, "LIMITATION OF FUNDS", the Government elects to allot an additional increment of funds to partially fund CLINs 0003 and 0004 of the contract; and

NOW, THEREFORE, the contract is modified as follows:

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

15A. NAME AND TITLE OF SIGNER (Type or print) 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) (b)(6) (b) 15C. DATE SIGNED 16B. DATE SIGNED BY (Signature of person authorized to sign) (Signature of Contracting Officer) 98

PREVIOUS EDITION UNUSABLE

STANDARD FORM 30 (REV 10-83) Prescribed by GSA FAR (48 CFR) 53.243

000164

1. Paragraph G-5, ACCOUNTING AND APPROPRIATION DATA, is modified to add the following:

CLINs 0003 and 0004:

ACRN: AB  
ACCT CLASS: 2172040 36 9618 P172419E55 2581 ER7D730700 S01021  
ER7D730700/7HHAER/H  
ORDER NO/PRON: ER7D730700-05 FUNDED AMOUNT: \$20,437

2. Paragraph G-6, IMPLEMENTATION OF AND EXPLANATION OF THE RELATIONSHIP OF THE LIMITATION OF FUNDS (LOF) CLAUSE TO FEE OBLIGATIONS, is modified as follows:

b. CLINs 0003 and 0004:

	<u>PRIOR</u>	<u>THIS MODIFICATION</u>	<u>TOTAL</u>
(1) Amount Required for Full Funding, Including Fee(s):	\$91,059,553	-0-	\$91,059,553
(2) Amount Allotted Under the LOF Clause for Payment of Target Costs:	[REDACTED]		
(3) Amount Separately Obligated for Payment of Target Fee:	[REDACTED] (b)(4)		
(4) Total Amount Allotted and Obligated:	\$19,469,829	\$20,437	\$19,490,266
(5) Net Amount Required for Full Funding:	\$71,589,724	(\$20,437)	\$71,569,287
(6) Estimated Period of Performance the Allotted Amount Will Cover:		18 Sep 98	

3. The following page substitutions are hereby incorporated into the contract:

DELETE

ADD

PAGE 13, MODIFICATION P00003  
PAGE 14, MODIFICATION P00004  
PAGE 21, MODIFICATION P00004

PAGE 13, MODIFICATION P00005  
PAGE 14, MODIFICATION P00005  
PAGE 21, MODIFICATION P00005

000165

G-3. CONTRACTING ACTIVITY REPRESENTATIVE:

Contract Matters

NAME:  
ORGANIZATIONAL CODE:  
TELEPHONE NUMBERS:  
COMMERCIAL:  
DEFENSE SWITCHED NETWORK (DSN):



(b)(6)  
(b)(6)  
(b)(6)  
(b)(6)

G-4. IDENTIFICATION OF CORRESPONDENCE: All correspondence and data submitted by the contractor under this contract shall reference the contract number.

G-5. ACCOUNTING AND APPROPRIATION DATA:

CLIN 0001

ACRN: AA  
ACCT CLASS: 2182040 36 9618 P172419E55 2587 ER8D730400 S01021  
ER8D730400/8HHLE/H  
ORDER NO/PRON: ER8D730400-01 FUNDED AMT: \$482,003 (BASIC)  
ER8D730400-02 FUNDED AMT: \$157,983 (P00002)

ACRN: AD  
ACCT CLASS: 2172040 36 9618 P172419E55 2587 ER7D730800 S01021  
ER7D730800/7HHAER/H  
ORDER NO/PRON: ER7D730800-01 FUNDED AMT: \$842,017 (P00001)

CLIN 0003

ACRN: AB  
ACCT CLASS: 2172040 36 9618 P172419E55 2587 ER7D730700 S01021  
ER7D730700/7HHAER/H  
ORDER NO/PRON: ER7D730700-01 FUNDED AMT: \$928,000 (BASIC)  
ER7D730700-02 FUNDED AMT: \$118,467 (P00001)  
ER7D730700-03 FUNDED AMT: \$214,519 (P00001)  
ER7D730700-04 FUNDED AMT: \$180,000 (P00003)  
ER7D730700-05 FUNDED AMT: \$ 20,437 (P00005)

ACRN: AC  
ACCT CLASS: 2182040 36 9618 P172419E55 2587 ER8D730500 S01021  
ER8D730500/8HHLE/H  
ORDER NO/PRON: ER8D730500-01 FUNDED AMT: \$10,517,997 (BASIC)  
ER8D730500-02 FUNDED AMT: \$ 7,510,846 (P00002)

000166

G-6. IMPLEMENTATION OF AND EXPLANATION OF THE RELATIONSHIP OF THE LIMITATION OF FUNDS (LOF) CLAUSE TO FEE OBLIGATIONS: The amount of funds estimated to be required for full performance, including fee(s); the amount of funds allotted pursuant to the Contract Clause hereof entitled, Limitations of Funds; the amount of funds currently obligated for fee; and the estimated period of performance covered by the funds allotted are set forth below. Amounts obligated for fee are separate from and are not to be commingled with the amounts allotted for costs and are not available to the contractor to cover costs in excess of those allotted to the contract for cost.

a. CLINs 0001 and 0002:

(1) Amount Required for Full Funding: \$ 1,482,003

[REDACTED]

(3) Total Amount Allotted and Obligated: \$ 1,482,003

(4) Net Amount Required for Full Funding: \$ -0-

(5) Estimated Period of Performance the Allotted Amount Will Cover: 29 Aug 00

(b)  
(4)

b. CLINs 0003 and 0004:

(1) Amount Required for Full Funding, Including Fee(s): \$ 91,059,553

(2) Amount Allotted Under the LOF Clause for Payment of Target Costs: [REDACTED]

(3) Amount Separately Obligated for Payment of Target Fee: [REDACTED]

(4) Total Amount Allotted and Obligated: \$ 19,490,266

(5) Net Amount Required for Full Funding: \$ 71,569,287

(6) Estimated Period of Performance the Allotted Amount Will Cover: 18 Sep 98

(b)(4)

c. CLINs 0005 and 0006:

(1) Amount Required for Full Funding, Including Fee(s): \$183,473,939

(2) Amount Allotted Under the LOF Clause for Payment of Costs: \$ TBD

(3) Amount Separately Obligated for Payment of Base Fee: \$ \_\_\_\_\_

(4) Amount Separately Obligated for Payment of Award Fee: \$ \_\_\_\_\_

(5) Total Amount Allotted and Obligated: \$ \_\_\_\_\_

(6) Net Amount Required for Full Funding: \$ \_\_\_\_\_

(7) Estimated Period of Performance the Allotted Amount Will Cover:

000167

H-8. GOVERNMENT-FURNISHED FUELS PROVIDED

Fuels as identified below will be provided through [redacted], in accordance with the clause of this contract entitled Government Property (Cost-Reimbursement, Time and Material, or Labor-Hour Contracts). From time to time the contractor may order with the supplier for partial deliveries of fuel. To assist the Contracting Officer in maintaining accountability of total orders, the contractor shall notify the Contracting Officer when fuels ordered exceed 85 percent of the amount specified below. This is requested for each fuels type listed. The contractor will be financially responsible for orders for fuels in excess of the amount stipulated below:

(b)(3)(A)  
(i)&Title  
10 Sec  
130 (a)(b)

NOMENCLATURE	NATIONAL STOCK NO. (NSN)	UNIT OF ISSUE	QUANTITY AUTHORIZED AS GFP
--------------	--------------------------	---------------	----------------------------

H-9. DESIGN SENSITIVITY TO COST (COST AS AN INDEPENDENT VARIABLE): The contractor may propose changes to the proposed design conforming to cost as an independent variable (CAIV). Those changes which do not alter the Aerostat Performance Specification (APS) may be implemented by the contractor 10 working days after notice of intent specifying the changes is provided to the government. Changes which alter the APS by reducing the requirements may only be undertaken without an equitable reduction in the estimated cost and schedule of the contract if the contractor demonstrates 1) a comparable gain in other performance requirements, 2) such changes are acceptable to the government, and 3) the change does not alter the overall estimated cost of the program. In no event, however, shall the contractor propose to reduce or alter the requirements of paragraph A.2 of Appendix A of the APS.

H-10. INCREMENTAL FUNDING OF THE CONTRACT:

a. It is expected that allotments within each fiscal year will be made on an incremental basis in accordance with the LIMITATION OF FUNDS clause.

b. Pursuant to the Limitation of Funds clause, the sum of \$1,482,003 is presently allotted to CLIN 0001 and available for payment to cover the work to be performed hereunder until 29 Aug 00. The amount of [redacted] is obligated for Potential Fee for a total amount of [redacted] for CLIN 0001.

(b)(4)

c. Pursuant to the LIMITATION OF FUNDS clause, the sum of \$17,902,822 is presently allotted to CLIN 0003 and available for payment to cover the work to be performed hereunder until 18 Sep 98. The amount of [redacted] obligated for Potential Fee (if applicable), for a total amount of [redacted] for CLIN 0003. It is anticipated that funds will be allotted and obligated (combined amounts for Cost and Potential Fee) as follows:

	PLANNED DATE OF FUNDING	AMOUNT	CUMULATIVE
CLIN 0001	FY98 - Second Quarter	\$546,043	\$ 546,043
	FY98 - Third Quarter	\$934,701	\$1,480,744
	FY98 - Fourth Quarter	\$ 1,259	\$1,482,003

000168

2. AMENDMENT/MODIFICATION NO.  
P00006

3. EFFECTIVE DATE  
98 MAY 8

4. REQUISITION/PURCHASE REQ. NO.  
ORDER NO.: ER80730500-03

5. PROJECT NO (If applicable)

ED BY

CODE W3TRPD

7. ADMINISTERED BY (If other than Item 6)

CODE

J.S. ARMY SPACE AND MISSILE DEFENSE COMMAND  
CONTR & ACQ MGT OFC, SMDC-CM-CN  
P.O. BOX 1500, HUNTSVILLE, AL 35807-3801

DEFENSE LOGISTICS AGENCY  
P.O. BOX 6364  
ANAHEIM, CA 92816

SCD: A

ADP: N/A

PAS: NONE

3. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)

(X) 9A AMENDMENT OF SOLICITATION NO

H & R COMPANY  
A JOINT VENTURE OF HUGHES AIRCRAFT COMPANY  
AND THE RAYTHEON COMPANY  
2175 PARK PLACE  
P.O. BOX 902  
EL SEGUNDO, CA 90245

9B DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO  
DASG60-98-C-0001

TIN: 04-2977414

10B. DATED (SEE ITEM 13)

98 JAN 30

CODE 1CEX7

FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) INCREASE: \$1,407,652  
SEE BLOCK 14.

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF

X D. OTHER (Specify type of modification and authority)  
UNILATERAL: Contract Clause No. 71, "LIMITATION OF FUNDS"

E. IMPORTANT: Contractor  is not,  is required to sign this document and return \_\_\_\_\_ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

WHEREAS, pursuant to the contract clause, "LIMITATION OF FUNDS", the Government elects to allot an additional increment of funds to partially fund CLINs 0003 and 0004 of the contract; and

NOW, THEREFORE, the contract is modified as follows:

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

15A. NAME AND TITLE OF SIGNER (Type or print)

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

CONTRACTOR/OFFEROR

15C. DATE SIGNED

16B. UN  
BY

16C. DATE SIGNED

(Signature of person authorized to sign)

PREVIOUS EDITION UNUSABLE

000169

(6)

1. Paragraph G-5, ACCOUNTING AND APPROPRIATION DATA, is modified to add the following:

CLINs 0003 and 0004:

ACRN: AC  
ACCT CLASS: 2182040 36 9618 P1724 19E55 2581 ER8D730500 S01021  
ER8D730500/8HHJLE/H  
ORDER NO/PRON: ER8D730500-03 FUNDED AMOUNT: \$1,407,652

2. Paragraph G-6, IMPLEMENTATION OF AND EXPLANATION OF THE RELATIONSHIP OF THE LIMITATION OF FUNDS (LOF) CLAUSE TO FEE OBLIGATIONS, is modified as follows:

b. CLINs 0003 and 0004

	<u>PRIOR</u>	<u>THIS MODIFICATION</u>	<u>TOTAL</u>
(1) Amount Required for Full Funding, Including Fee(s):	\$91,059,553	-0-	\$91,059,553
(2) Amount Allotted Under the LOF Clause for Payment of Target Costs:			(b)(4)
(3) Amount Separately Obligated for Payment of Target Fee:			(b)(4)
(4) Total Amount Allotted and Obligated:	\$19,490,266	\$1,407,652	\$20,897,918
(5) Net Amount Required for Full Funding:	\$71,569,287	(\$1,407,652)	\$70,161,635
(6) Estimated Period of Performance the Allotted Amount Will Cover:		28 Sep 98	

3. The following page substitutions are hereby incorporated into the contract:

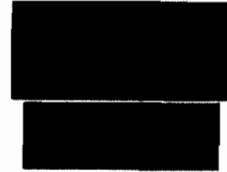
<u>DELETE</u>	<u>ADD</u>
PAGE 13, MODIFICATION P00005	PAGE 13, MODIFICATION P00006
PAGE 14, MODIFICATION P00005	PAGE 14, MODIFICATION P00006
PAGE 21, MODIFICATION P00005	PAGE 21, MODIFICATION P00006

000170

G-3. CONTRACTING ACTIVITY REPRESENTATIVE:

Contract Matters

NAME:  
ORGANIZATIONAL CODE:  
TELEPHONE NUMBERS:  
COMMERCIAL:  
DEFENSE SWITCHED NETWORK (DSN):



(b)(6)  
(b)(6)  
(b)(6)  
(b)(6)

G-4. IDENTIFICATION OF CORRESPONDENCE: All correspondence and data submitted by the contractor under this contract shall reference the contract number.

G-5. ACCOUNTING AND APPROPRIATION DATA.

CLIN 0001

ACRN: AA  
ACCT CLASS: 2182040 36 9618 P172419E55 2587 ER8D730400 S01021  
ER8D730400/8HHLE/H  
ORDER NO/PRON: ER8D730400-01 FUNDED AMT: \$482,003 (BASIC)  
ER8D730400-02 FUNDED AMT: \$157,983 (P00002)

ACRN: AD  
ACCT CLASS: 2172040 36 9618 P172419E55 2587 ER7D730800 S01021  
ER7D730800/7HHAER/H  
ORDER NO/PRON: ER7D730800-01 FUNDED AMT: \$842,017 (P00001)

CLIN 0003

ACRN: AB  
ACCT CLASS: 2172040 36 9618 P172419E55 2587 ER7D730700 S01021  
ER7D730700/7HHAER/H  
ORDER NO/PRON: ER7D730700-01 FUNDED AMT: \$928,000 (BASIC)  
ER7D730700-02 FUNDED AMT: \$118,467 (P00001)  
ER7D730700-03 FUNDED AMT: \$214,519 (P00001)  
ER7D730700-04 FUNDED AMT: \$180,000 (P00003)  
ER7D730700-05 FUNDED AMT: \$ 20,437 (P00005)

ACRN: AC  
ACCT CLASS: 2182040 36 9618 P172419E55 2587 ER8D730500 S01021  
ER8D730500/8HHLE/H  
ORDER NO/PRON: ER8D730500-01 FUNDED AMT: \$10,517,997 (BASIC)  
ER8D730500-02 FUNDED AMT: \$ 7,510,846 (P00002)  
ER8D730500-03 FUNDED AMT: \$ 1,407,652 (P00006)

000171

G-6. IMPLEMENTATION OF AND EXPLANATION OF THE RELATIONSHIP OF THE LIMITATION OF FUNDS (LOF) CLAUSE TO FEE OBLIGATIONS. The amount of funds estimated to be required for full performance, including fee(s); the amount of funds allotted pursuant to the Contract Clause hereof entitled, Limitations of Funds; the amount of funds currently obligated for fee; and the estimated period of performance covered by the funds allotted are set forth below. Amounts obligated for fee are separate from and are not to be commingled with the amounts allotted for costs and are not available to the contractor to cover costs in excess of those allotted to the contract for cost.

a. CLINs 0001 and 0002:

(1) Amount Required for Full Funding: \$ 1,482,003

[Redacted]

(b)(4)

(3) Total Amount Allotted and Obligated: \$ 1,482,003

(4) Net Amount Required for Full Funding: \$ -0-

(5) Estimated Period of Performance the Allotted Amount Will Cover: 29 Aug 00

b. CLINs 0003 and 0004:

(1) Amount Required for Full Funding, Including Fee(s): \$ 91,059,553

(2) Amount Allotted Under the LOF Clause for Payment of Target Costs: [Redacted]

(b)(4)

(3) Amount Separately Obligated for Payment of Target Fee: [Redacted]

(4) Total Amount Allotted and Obligated: \$ 20,897,918

(5) Net Amount Required for Full Funding: \$ 70,161,635

(6) Estimated Period of Performance the Allotted Amount Will Cover: 28 Sep 98

c. CLINs 0005 and 0006:

(1) Amount Required for Full Funding, Including Fee(s): \$183,473,939

(2) Amount Allotted Under the LOF Clause for Payment of Costs: \$ TBD

(3) Amount Separately Obligated for Payment of Base Fee: \$ \_\_\_\_\_

(4) Amount Separately Obligated for Payment of Award Fee: \$ \_\_\_\_\_

(5) Total Amount Allotted and Obligated: \$ \_\_\_\_\_

(6) Net Amount Required for Full Funding: \$ \_\_\_\_\_

(7) Estimated Period of Performance the Allotted Amount Will Cover:

000172

H-8. GOVERNMENT-FURNISHED FUELS PROVIDED

(b)(3)(A)  
(i)&Title 10  
Sec 130 (a)(b)

Fuels as identified below will be provided through [redacted] in accordance with the clause of this contract entitled Government Property (Cost-Reimbursement, Time and Material, or Labor-Hour Contracts). From time to time the contractor may order with the supplier for partial deliveries of fuel. To assist the Contracting Officer in maintaining accountability of total orders, the contractor shall notify the Contracting Officer when fuels ordered exceed 85 percent of the amount specified below. This is requested for each fuels type listed. The contractor will be financially responsible for orders for fuels in excess of the amount stipulated below:

NOMENCLATURE	NATIONAL STOCK NO. (NSN)	UNIT OF ISSUE	QUANTITY AUTHORIZED AS GFP
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H-9. DESIGN SENSITIVITY TO COST (COST AS AN INDEPENDENT VARIABLE): The contractor may propose changes to the proposed design conforming to cost as an independent variable (CAIV). Those changes which do not alter the Aerostat Performance Specification (APS) may be implemented by the contractor 10 working days after notice of intent specifying the changes is provided to the government. Changes which alter the APS by reducing the requirements may only be undertaken without an equitable reduction in the estimated cost and schedule of the contract if the contractor demonstrates 1) a comparable gain in other performance requirements, 2) such changes are acceptable to the government, and 3) the change does not alter the overall estimated cost of the program. In no event, however, shall the contractor propose to reduce or alter the requirements of paragraph A.2 of Appendix A of the APS.

H-10. INCREMENTAL FUNDING OF THE CONTRACT:

a. It is expected that allotments within each fiscal year will be made on an incremental basis in accordance with the LIMITATION OF FUNDS clause.

b. Pursuant to the Limitation-of Funds clause, the sum of \$1,482,003 is presently allotted to CLIN 0001 and available for payment to cover the work to be performed hereunder until 29 Aug 00. The amount of [redacted] obligated for Potential Fee for a total amount of [redacted] for CLIN 0001.

(b)(4)

c. Pursuant to the LIMITATION OF FUNDS clause, the sum of \$19,195,793 is presently allotted to CLIN 0003 and available for payment to cover the work to be performed hereunder until 28 Sep 98. The amount of [redacted] is obligated for Potential Fee (if applicable), for a total amount of [redacted] for CLIN 0003. It is anticipated that funds will be allotted and obligated (combined amounts for Cost and Potential Fee) as follows:

(b)(4)

	PLANNED DATE OF FUNDING	AMOUNT	CUMULATIVE
CLIN 0001	FY98 - Second Quarter	\$546,043	\$ 546,043
	FY98 - Third Quarter	\$934,701	\$1,480,744
	FY98 - Fourth Quarter	\$ 1,259	\$1,482,003

000173

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1 CONTRACT ID CODE S/V/R/U PAGE 1 OF PAGES 2

2. AMENDMENT/MODIFICATION NO P00007  
 3. EFFECTIVE DATE 98 MAY 21  
 4. REQUISITION/PURCHASE REQ. NO Order No: ER8D730500-04  
 5. PROJECT NO. (If applicable)  
 ISSUED BY CODE W31RPD 7. ADMINISTERED BY (If other than Item 6) CODE

U.S. Army Space and Missile Defense Command  
 Contr & Acq Mgt Ofc, SMDC-CM-CN  
 P.O. Box 1500, Huntsville, AL 35807-3801

Defense Logistics Agency  
 P.O. Box 6364  
 Anaheim, CA 92816

(b) (6) SCD: A ADP: N/A PAS: NONE (b)

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)  
 H&R Company  
 A Joint Venture of Hughes Aircraft Company  
 and The Raytheon Company  
 2175 Park Place  
 P.O. Box 902  
 El Segundo, California 90245  
 ATTN: (b) (6)  
 TIN: 04-2977414

(X) 9A. AMENDMENT OF SOLICITATION NO.  
 9B. DATED (SEE ITEM 11)  
 10A. MODIFICATION OF CONTRACT/ORDER NO.  
 X DASG60-98-C-0001 (b)  
 10B. DATED (SEE ITEM 13)  
 98 JAN 30

CODE ICEX7 FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:  
 (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)  
 SEE BLOCK 14. DECREASE: \$1,329,658

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

- B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM. PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
- C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
- X D. OTHER (Specify type of modification and authority)  
 UNILATERAL: Contract Clause No. 71, "LIMITATION OF FUNDS"

E. IMPORTANT: Contractor  is not,  is required to sign this document and return \_\_\_\_\_ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

WHEREAS, pursuant to the contract clause, "LIMITATION OF FUNDS", the Government elects to withdraw increment of funds from CLINs 0003 and 0004 of the contract; and

NOW, THEREFORE, the contract is modified as follows:

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

15A. NAME AND TITLE OF SIGNER (Type or print)  
 CONTRACTOR/OFFEROR  
 (Signature of person authorized to sign)  
 15C. DATE SIGNED  
 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)  
 (b) (6) (b)  
 16B. DATE SIGNED  
 BY (b) (6) (b)  
 21 May 98

PREVIOUS EDITION UNUSABLE

000174

1. Paragraph G-5, ACCOUNTING AND APPROPRIATION DATA, is modified to add the following:

CLINs 0003 and 0004:

ACRN: AC  
ACCT CLASS: 2182040 36 9618 P172419E55 2581 ER8D730500 S01021  
ER8D730500/8HHJLE/H  
ORDER NO/PRON: ER8D730500-04 FUNDED AMOUNT: (\$1,329,658)

2. Paragraph G-6, IMPLEMENTATION OF AND EXPLANATION OF THE RELATIONSHIP OF THE LIMITATION OF FUNDS (LOF) CLAUSE TO FEE OBLIGATIONS, is modified as follows:

b. CLINs 0003 and 0004:

	<u>PRIOR</u>	<u>THIS MODIFICATION</u>	<u>TOTAL</u>
(1) Amount Required for Full Funding, Including Fee(s):	\$91,059,553	-0-	\$91,059,553
(2) Amount Allotted Under the LOF Clause for Payment of Target Costs:	[REDACTED]		
(3) Amount Separately Obligated for Payment of Target Fee:	[REDACTED] (b)(4)		
(4) Total Amount Allotted and Obligated:	\$20,897,918	(\$1,329,658)	\$19,568,260
(5) Net Amount Required for Full Funding:	\$70,161,635	\$1,329,658	\$71,491,293
(6) Estimated Period of Performance the Allotted Amount Will Cover:		18 Sep 98	

3. The following page substitutions are hereby incorporated into the contract:

<u>DELETE</u>	<u>ADD</u>
PAGE 13, MODIFICATION P00006	PAGE 13, MODIFICATION P00007
PAGE 14, MODIFICATION P00006	PAGE 14, MODIFICATION P00007
PAGE 21, MODIFICATION P00006	PAGE 21, MODIFICATION P00007

000175

G-3. CONTRACTING ACTIVITY REPRESENTATIVE:

Contract Matters

NAME:  
ORGANIZATIONAL CODE:  
TELEPHONE NUMBERS:  
COMMERCIAL:  
DEFENSE SWITCHED NETWORK (DSN):

[REDACTED]

(b) (6)

[REDACTED]

(b) (6)

(b)(6)

G-4. IDENTIFICATION OF CORRESPONDENCE: All correspondence and data submitted by the contractor under this contract shall reference the contract number.

G-5. ACCOUNTING AND APPROPRIATION DATA:

CLIN 0001

ACRN: AA  
ACCT CLASS: 2182040 36 9618 P172419E55 2587 ER8D730400 S01021  
ER8D730400/8HHLLE/H  
ORDER NO/PRON: ER8D730400-01 FUNDED AMT: \$482,003 (BASIC)  
ER8D730400-02 FUNDED AMT: \$157,983 (P00002)

ACRN: AD  
ACCT CLASS: 2172040 36 9618 P172419E55 2587 ER7D730800 S01021  
ER7D730800/7HHAER/H  
ORDER NO/PRON: ER7D730800-01 FUNDED AMT: \$842,017 (P00001)

CLIN 0003

ACRN: AB  
ACCT CLASS: 2172040 36 9618 P172419E55 2587 ER7D730700 S01021  
ER7D730700/7HHAER/H  
ORDER NO/PRON: ER7D730700-01 FUNDED AMT: \$928,000 (BASIC)  
ER7D730700-02 FUNDED AMT: \$118,467 (P00001)  
ER7D730700-03 FUNDED AMT: \$214,519 (P00001)  
ER7D730700-04 FUNDED AMT: \$180,000 (P00003)  
ER7D730700-05 FUNDED AMT: \$ 20,437 (P00005)

ACRN: AC  
ACCT CLASS: 2182040 36 9618 P172419E55 2587 ER8D730500 S01021  
ER8D730500/8HHLLE/H  
ORDER NO/PRON: ER8D730500-01 FUNDED AMT: \$10,517,997 (BASIC)  
ER8D730500-02 FUNDED AMT: \$ 7,510,846 (P00002)  
ER8D730500-03 FUNDED AMT: \$ 1,407,652 (P00006)  
ER8D730500-04 FUNDED AMT: (\$ 1,329,658)(P00007)

000176

G-6. IMPLEMENTATION OF AND EXPLANATION OF THE RELATIONSHIP OF THE LIMITATION OF FUNDS (LOF) CLAUSE TO FEE OBLIGATIONS: The amount of funds estimated to be required for full performance, including fee(s); the amount of funds allotted pursuant to the Contract Clause hereof entitled, Limitations of Funds; the amount of funds currently obligated for fee; and the estimated period of performance covered by the funds allotted are set forth below. Amounts obligated for fee are separate from and are not to be commingled with the amounts allotted for costs and are not available to the contractor to cover costs in excess of those allotted to the contract for cost.

a. CLINs 0001 and 0002:

- (1) Amount Required for Full Funding: \$ 1,482,003
- (2) Amount Allotted Under the LOF Clause for Payment of Target Costs: [REDACTED]
- (3) Total Amount Allotted and Obligated: \$ 1,482,003
- (4) Net Amount Required for Full Funding: \$ -0-
- (5) Estimated Period of Performance the Allotted Amount Will Cover: 29 Aug 00

(b)(4)

b. CLINs 0003 and 0004:

- (1) Amount Required for Full Funding, Including Fee(s): \$ 91,059,553
- (2) Amount Allotted Under the LOF Clause for Payment of Target Costs: [REDACTED]
- (3) Amount Separately Obligated for Payment of Target Fee: [REDACTED]
- (4) Total Amount Allotted and Obligated: \$ 19,568,260
- (5) Net Amount Required for Full Funding: \$ 71,491,293
- (6) Estimated Period of Performance the Allotted Amount Will Cover: 18 Sep 98

(b)(4)

c. CLINs 0005 and 0006:

- (1) Amount Required for Full Funding, Including Fee(s): \$183,473,939
- (2) Amount Allotted Under the LOF Clause for Payment of Costs: \$ TBD
- (3) Amount Separately Obligated for Payment of Base Fee: \$ \_\_\_\_\_
- (4) Amount Separately Obligated for Payment of Award Fee: \$ \_\_\_\_\_
- (5) Total Amount Allotted and Obligated: \$ \_\_\_\_\_
- (6) Net Amount Required for Full Funding: \$ \_\_\_\_\_
- (7) Estimated Period of Performance the Allotted Amount Will Cover:

000177

H-8. GOVERNMENT-FURNISHED FUELS PROVIDED

Fuels as identified below will be provided through [redacted] in accordance with the clause of this contract entitled Government Property (Cost-Reimbursement, Time and Material, or Labor-Hour Contracts). From time to time the contractor may order with the supplier for partial deliveries of fuel. To assist the Contracting Officer in maintaining accountability of total orders, the contractor shall notify the Contracting Officer when fuels ordered exceed 85 percent of the amount specified below. This is requested for each fuels type listed. The contractor will be financially responsible for orders for fuels in excess of the amount stipulated below:

(b)(3)(A)  
(i)&Title  
10 Sec 130  
(a)(b)

NOMENCLATURE	NATIONAL STOCK NO. (NSN)	UNIT OF ISSUE	QUANTITY AUTHORIZED AS GFP
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H-9. DESIGN SENSITIVITY TO COST (COST AS AN INDEPENDENT VARIABLE): The contractor may propose changes to the proposed design conforming to cost as an independent variable (CAIV). Those changes which do not alter the Aerostat Performance Specification (APS) may be implemented by the contractor 10 working days after notice of intent specifying the changes is provided to the government. Changes which alter the APS by reducing the requirements may only be undertaken without an equitable reduction in the estimated cost and schedule of the contract if the contractor demonstrates 1) a comparable gain in other performance requirements, 2) such changes are acceptable to the government, and 3) the change does not alter the overall estimated cost of the program. In no event, however, shall the contractor propose to reduce or alter the requirements of paragraph A.2 of Appendix A of the APS.

H-10. INCREMENTAL FUNDING OF THE CONTRACT:

a. It is expected that allotments within each fiscal year will be made on an incremental basis in accordance with the LIMITATION OF FUNDS clause.

b. Pursuant to the Limitation of Funds clause, the sum of \$1,482,003 is presently allotted to CLIN 0001 and available for payment to cover the work to be performed hereunder until 29 Aug 00. The amount of [redacted] is obligated for Potential Fee for a total amount of [redacted] for CLIN 0001.

(b)(4)

c. Pursuant to the LIMITATION OF FUNDS clause, the sum of \$17,974,433 is presently allotted to CLIN 0003 and available for payment to cover the work to be performed hereunder until 18 Sep 98. The amount of [redacted] is obligated for Potential Fee (if applicable), for a total amount of [redacted] for CLIN 0003. It is anticipated that funds will be allotted and obligated (combined amounts for Cost and Potential Fee) as follows:

(b)(4)

	PLANNED DATE OF FUNDING	AMOUNT	CUMULATIVE
CLIN 0001	FY98 - Second Quarter	\$546,043	\$ 546,043
	FY98 - Third Quarter	\$934,701	\$1,480,744
	FY98 - Fourth Quarter	\$ 1,259	\$1,482,003

000178

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE S/V/R/U	PAGE 1 OF PAGES 3
2. AMENDMENT/MODIFICATION NO. 0008	3. EFFECTIVE DATE 98 JUN 11	4. REQUISITION/PURCHASE REQ NO Order No: ER7d730700-06	5. PROJECT NO. (If applicable)	
ED BY	CODE W31RPD	7. ADMINISTERED BY (If other than Item 6)		CODE
U.S. Army Space and Missile Defense Command Contr & Acq Mgt Ofc, SMDC-CM-CN P.O. Box 1500, Huntsville, AL 35807-3801 (b) (6)		Defense Logistics Agency P.O. Box 6364 Anaheim, CA 92816 SCD: A ADP: N/A PAS: NONE (b)(6)		
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) H&R Company A Joint Venture of Hughes Aircraft Company and The Raytheon Company 2175 Park Place P.O. Box 902 El Segundo, California 90245 ATTN: [REDACTED] TIN: 04-2977414 (b) (6)			(X) 9A. AMENDMENT OF SOLICITATION NO.	
			9B. DATED (SEE ITEM 11)	
			10A. MODIFICATION OF CONTRACT/ORDER NO.	
			X DASG60-98-C-0001 (b)(6)	
			10B. DATED (SEE ITEM 13) 98 JAN 30	
CODE 1CEX7	FACILITY CODE			

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)  
SEE BLOCK 14.

DECREASE: \$1,672,771

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(X) THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

X D. OTHER (Specify type of modification and authority)  
UNILATERAL: Contract Clause No. 71, "LIMITATION OF FUNDS"

E. IMPORTANT: Contractor  is not,  is required to sign this document and return \_\_\_\_\_ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

WHEREAS, pursuant to the contract clause, "LIMITATION OF FUNDS", the Government elects to withdraw an increment of funds from CLINs 0001/0002 (ACRN AD) and CLINs 0003 and 0004 (ACRN AC) of the contract and to add an increment of funds to CLINs 0003/0004 (ACRN AB); and

NOW, THEREFORE, the contract is modified as follows:

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
CONTRACTOR/OFFEROR		[REDACTED] (b) (6) (b)(6)	
15C. DATE SIGNED		16C. DATE SIGNED	
BY [REDACTED]		BY [REDACTED] 98	
(Signature of person authorized to sign)			

PREVIOUS EDITION UNUSABLE

STANDARD FORM 30 (REV. 10-83)  
Prescribed by GSA  
FAR 148 CFR 153.243 (b) (6)

000179

1. Paragraph G-5, ACCOUNTING AND APPROPRIATION DATA, is modified to add the following:

CLINs 0001 and 0002:

ACRN: AD  
 ACCT CLASS: 2172040 36 9618 P172419E55 2587 ER7D730800 S01021  
 ER7D730800/7HHAER/H  
 ORDER NO/PRON: ER7D730800-02 FUNDED AMOUNT: (\$842,017) (P00008)

CLINs 0003 and 0004:

ACRN: AB  
 ACCT CLASS: 2172040 36 9618 P172419E55 2581 ER7D730700 S01021  
 ER7D730700/7HHAER/H  
 ORDER NO/PRON: ER7D730700-06 FUNDED AMOUNT: \$11,263 (P00008)

ACRN: AC  
 ACCT CLASS: 2182040 36 9618 P172419E55 2581 ER8D730500 S01021  
 ER8D730500/8HHJLE/H  
 ORDER NO/PRON: ER8D730500-04 FUNDED AMOUNT: (\$1,329,658) (P00007)  
 ER8D730500-05 FUNDED AMOUNT: (\$ 842,017) (P00008)

2. Paragraph G-6, IMPLEMENTATION OF AND EXPLANATION OF THE RELATIONSHIP OF THE LIMITATION OF FUNDS (LOF) CLAUSE TO FEE OBLIGATIONS, is modified as follows:

a. CLINs 0001 and 0002:

	PRIOR	THIS MODIFICATION	TOTAL
(1) Amount Required for Full Funding:	\$1,482,003	\$ 0	\$1,482,003
(2) Amount Allotted Under the LOF Clause for Payment of Costs:	(b)(4)		
(3) Total Amount Allotted and Obligated:	(b)(4)		
(4) Net Amount Required for Full Funding:	\$ 0	\$842,017	\$ 842,017
(5) Estimated Period of Performance the Allotted Amount Will Cover:		24 Jul 98	

000180

b. CLINs 0003 and 0004:

	<u>PRIOR</u>	<u>THIS MODIFICATION</u>	<u>TOTAL</u>
(1) Amount Required for Full Funding, Including Fee(s):	\$91,059,553	\$ 0	\$91,059,553
(2) Amount Allotted Under the LOF Clause for Payment of Target Costs:	[REDACTED]		
(3) Amount Separately Obligated for Payment of Target Fee:	[REDACTED] (b)(4)		
(4) Total Amount Allotted and Obligated:	\$19,568,260	(\$830,754)	\$18,737,506
(5) Net Amount Required for Full Funding:	\$71,491,293	\$830,754	\$72,322,047
(6) Estimated Period of Performance the Allotted Amount Will Cover:		21 Aug 98	

3. The following page substitutions are hereby incorporated into the contract:

DELETE

PAGE 13, MODIFICATION P00007  
 PAGE 14, MODIFICATION P00007  
 PAGE 21, MODIFICATION P00007

ADD

PAGE 13, MODIFICATION P00008  
 PAGE 14, MODIFICATION P00008  
 PAGE 21, MODIFICATION P00008

000181

G-3. CONTRACTING ACTIVITY REPRESENTATIVE:

Contract Matters

NAME: [REDACTED] (b) (6)  
ORGANIZATIONAL CODE: [REDACTED] (b) (6)  
TELEPHONE NUMBERS: [REDACTED] (b) (6)  
COMMERCIAL: [REDACTED] (b) (6)  
DEFENSE SWITCHED NETWORK (DSN): [REDACTED] (b) (6)

(b) (6)  
(b) (6)  
(b) (6)  
(b) (6)

G-4. IDENTIFICATION OF CORRESPONDENCE: All correspondence and data submitted by the contractor under this contract shall reference the contract number.

G-5. ACCOUNTING AND APPROPRIATION DATA:

CLIN 0001

ACRN: AA  
ACCT CLASS: 2182040 36 9618 P172419E55 2587 ER8D730400 S01021  
ER8D730400/8HHLLE/H  
ORDER NO/PRON: ER8D730400-01 FUNDED AMT: \$482,003 (BASIC)  
ER8D730400-02 FUNDED AMT: \$157,983 (P00002)

ACRN: AD  
ACCT CLASS: 2172040 36 9618 P172419E55 2587 ER7D730800 S01021  
ER7D730800/7HHAER/H  
ORDER NO/PRON: ER7D730800-01 FUNDED AMT: \$842,017 (P00001)  
ER7D730800-02 FUNDED AMT: (\$842,017)(P00008)

CLIN 0003

ACRN: AB  
ACCT CLASS: 2172040 36 9618 P172419E55 2587 ER7D730700 S01021  
ER7D730700/7HHAER/H  
ORDER NO/PRON: ER7D730700-01 FUNDED AMT: \$928,000 (BASIC)  
ER7D730700-02 FUNDED AMT: \$118,467 (P00001)  
ER7D730700-03 FUNDED AMT: \$214,519 (P00001)  
ER7D730700-04 FUNDED AMT: \$180,000 (P00003)  
ER7D730700-05 FUNDED AMT: \$ 20,437 (P00005)  
ER7D730700-06 FUNDED AMT: \$ 11,263 (P00008)

ACRN: AC  
ACCT CLASS: 2182040 36 9618 P172419E55 2587 ER8D730500 S01021  
ER8D730500/8HHJLE/H  
ORDER NO/PRON: ER8D730500-01 FUNDED AMT: \$10,517,997 (BASIC)  
ER8D730500-02 FUNDED AMT: \$ 7,510,846 (P00002)  
ER8D730500-03 FUNDED AMT: \$ 1,407,652 (P00006)  
ER8D730500-04 FUNDED AMT: (\$ 1,329,658)(P00007)  
ER8D730500-05 FUNDED AMT: (\$ 842,017)(P00008)

000182

G-6. IMPLEMENTATION OF AND EXPLANATION OF THE RELATIONSHIP OF THE LIMITATION OF FUNDS (LOF) CLAUSE TO FEE OBLIGATIONS: The amount of funds estimated to be required for full performance, including fee(s); the amount of funds allotted pursuant to the Contract Clause hereof entitled, Limitations of Funds; the amount of funds currently obligated for fee; and the estimated period of performance covered by the funds allotted are set forth below. Amounts obligated for fee are separate from and are not to be commingled with the amounts allotted for costs and are not available to the contractor to cover costs in excess of those allotted to the contract for cost.

a. CLINs 0001 and 0002:

(1) Amount Required for Full Funding: \$ 1,482,003

[REDACTED]

(b)(4)

(3) Total Amount Allotted and Obligated: \$ 639,986

(4) Net Amount Required for Full Funding: \$ 842,017

(5) Estimated Period of Performance the Allotted Amount Will Cover: 24 Jul 98

b. CLINs 0003 and 0004:

(1) Amount Required for Full Funding, Including Fee(s): \$ 91,059,553

(2) Amount Allotted Under the LOF Clause for Payment of Target Costs: [REDACTED]

(b)(4)

(3) Amount Separately Obligated for Payment of Target Fee: [REDACTED]

(4) Total Amount Allotted and Obligated: \$ 18,737,506

(5) Net Amount Required for Full Funding: \$ 72,322,047

(6) Estimated Period of Performance the Allotted Amount Will Cover: 21 Aug 98

c. CLINs 0005 and 0006:

(1) Amount Required for Full Funding, Including Fee(s): \$183,473,939

(2) Amount Allotted Under the LOF Clause for Payment of Costs: \$ TBD

(3) Amount Separately Obligated for Payment of Base Fee: \$ \_\_\_\_\_

(4) Amount Separately Obligated for Payment of Award Fee: \$ \_\_\_\_\_

(5) Total Amount Allotted and Obligated: \$ \_\_\_\_\_

(6) Net Amount Required for Full Funding: \$ \_\_\_\_\_

(7) Estimated Period of Performance the Allotted Amount Will Cover

000183

H-8. GOVERNMENT-FURNISHED FUELS PROVIDED

[REDACTED] Fuels as identified below will be [REDACTED] with the clause of this contract entitled Government Property (Cost-Reimbursement, Time and Material, or Labor-Hour Contracts). From time to time the contractor may order with the supplier for partial deliveries of fuel. To assist the Contracting Officer in maintaining accountability of total orders, the contractor shall notify the Contracting Officer when fuels ordered exceed 85 percent of the amount specified below. This is requested for each fuels type listed. The contractor will be financially responsible for orders for fuels in excess of the amount stipulated below:

(b)(3)(A)  
(i)&Title  
10 Sec 130  
(a)(b)

NOMENCLATURE	NATIONAL STOCK NO. (NSN)	UNIT OF ISSUE	QUANTITY AUTHORIZED AS GFP
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H-9. DESIGN SENSITIVITY TO COST (COST AS AN INDEPENDENT VARIABLE): The contractor may propose changes to the proposed design conforming to cost as an independent variable (CAIV). Those changes which do not alter the Aerostat Performance Specification (APS) may be implemented by the contractor 10 working days after notice of intent specifying the changes is provided to the government. Changes which alter the APS by reducing the requirements may only be undertaken without an equitable reduction in the estimated cost and schedule of the contract if the contractor demonstrates 1) a comparable gain in other performance requirements, 2) such changes are acceptable to the government, and 3) the change does not alter the overall estimated cost of the program. In no event, however, shall the contractor propose to reduce or alter the requirements of paragraph A.2 of Appendix A of the APS.

H-10. INCREMENTAL FUNDING OF THE CONTRACT:

a. It is expected that allotments within each fiscal year will be made on an incremental basis in accordance with the LIMITATION OF FUNDS clause.

b. Pursuant to the Limitation of Funds clause, the sum of \$639,986 is presently allotted to CLIN 0001 and available for payment to cover the work to be performed hereunder until 24 Jul 98. The amount of [REDACTED] is obligated for Potential Fee for a total amount of [REDACTED] for CLIN 0001.

(b)(4)

c. Pursuant to the LIMITATION OF FUNDS clause, the sum of \$17,211,343 is presently allotted to CLIN 0003 and available for payment to cover the work to be performed hereunder until 21 Aug 98. The amount of [REDACTED] is obligated for Potential Fee (if applicable), for a total amount of [REDACTED] for CLIN 0003. It is anticipated that funds will be allotted and obligated (combined amounts for Cost and Potential Fee) as follows:

(b)(4)

	PLANNED DATE OF FUNDING	AMOUNT	CUMULATIVE
CLIN 0001	FY98 - Second Quarter	\$546,043	\$ 546,043
	FY98 - Third Quarter	\$934,701	\$1,480,744
	FY98 - Fourth Quarter	\$ 1,259	\$1,482,003

000184

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE S/V/R/U	PAGE 1	OF PAGES 3
2. AMENDMENT/MODIFICATION NO P00009	3. EFFECTIVE DATE 98 JUN 16	4. REQUISITION/PURCHASE REQ. NO Order No: ER7D730700-07	5. PROJECT NO. (If applicable)	
SUED BY J.S. Army Space and Missile Defense Command Contr & Acq Mgt Ofc, SMDC-CM-CN P.O. Box 1500, Huntsville, AL 35807-3801	CODE W31RPD	7. ADMINISTERED BY (If other than Item 6) Defense Logistics Agency P.O. Box 6364 Anaheim, CA 92816		CODE
(b) (6)		SCD: A	ADP: N/A	PAS: NONE (b)(6)
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) H&R Company A Joint Venture of Hughes Aircraft Company and The Raytheon Company 2175 Park Place P.O. Box 902 El Segundo, California 90245		(b) (6)		
TIN: 04-2977414		9A. AMENDMENT OF SOLICITATION NO. (X)		
CODE ICEX7		9B. DATED (SEE ITEM 11)		
FACILITY CODE		10A. MODIFICATION OF CONTRACT/ORDER NO. X DASG60-98-C-0001 (b)(6)		
		10B. DATED (SEE ITEM 13) 98 JAN 30		

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:

(a) By completing items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)  
SEE BLOCK 14 INCREASE: \$1,684,034

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

X D. OTHER (Specify type of modification and authority)  
UNILATERAL: Contract Clause No. 71, "LIMITATION OF FUNDS"

E. IMPORTANT Contractor  is not,  is required to sign this document and return \_\_\_\_\_ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

WHEREAS, pursuant to the contract clause, "LIMITATION OF FUNDS", the Government elects to add an increment of funds to 0001/0002 (ACRN AA) and CLINs 0003 and 0004 (ACRN AB) of the contract; and

NOW, THEREFORE, the contract is modified as follows:

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

15A. NAME AND TITLE OF SIGNER (Type or print) CONTRACTOR/OFFEROR	15C. DATE SIGNED	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) (b) (6)	16B. DATE SIGNED 16 June 98
(Signature of person authorized to sign)			

1. Paragraph G-5, ACCOUNTING AND APPROPRIATION DATA, is modified to add the following:

CLINs 0001 and 0002:

ACRN: AA  
 ACCT CLASS: 2182040 36 9618 P172419E55 2587 ER8D730400 S01021  
 ER8D730400/8HHLE/H  
 ORDER NO/PRON: ER8D730400-01 FUNDED AMOUNT: \$482,003 (BASIC)  
 ER8D730400-02 FUNDED AMOUNT: \$157,983 (P00002)  
 ER8D730400-03 FUNDED AMOUNT: \$842,017 (P00009)

ACRN: AD  
 ACCT CLASS: 2172040 36 9618 P172419E55 2587 ER7D730800 S01021  
 ER7D730800/7HHAER/H  
 ORDER NO/PRON: ER7D730800-02 FUNDED AMOUNT: (\$842,017) (P00008)

CLINs 0003 and 0004:

ACRN: AB  
 ACCT CLASS: 2172040 36 9618 P172419E55 2581 ER7D730700 S01021  
 ER7D730700/7HHAER/H  
 ORDER NO/PRON: ER7D730700-06 FUNDED AMOUNT: \$ 11,263 (P00008)  
 ER7D730700-07 FUNDED AMOUNT: \$842,017 (P00009)

ACRN: AC  
 ACCT CLASS: 2182040 36 9618 P172419E55 2581 ER8D730500 S01021  
 ER8D730500/8HHJLE/H  
 ORDER NO/PRON: ER8D730500-04 FUNDED AMOUNT: (\$1,329,658) (P00007)  
 ER8D730500-05 FUNDED AMOUNT: (\$ 842,017) (P00008)

2. Paragraph G-6, IMPLEMENTATION OF AND EXPLANATION OF THE RELATIONSHIP OF THE LIMITATION OF FUNDS (LOF) CLAUSE TO FEE OBLIGATIONS, is modified as follows:

a. CLINs 0001 and 0002:

	<u>PRIOR</u>	<u>THIS MODIFICATION</u>	<u>TOTAL</u>
(1) Amount Required for Full Funding:	\$1,482,003	\$ 0	\$1,482,003



(3) Total Amount Allotted and Obligated:	\$ 639,986	\$842,017	\$1,482,003
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000186

(b)(4)

	<u>PRIOR</u>	<u>THIS MODIFICATION</u>	<u>TOTAL</u>
(4) Net Amount Required for Full Funding:	\$842,017	(\$842,017)	\$ 0
(5) Estimated Period of Performance the Allotted Amount Will Cover:		29 Aug 00	
b. CLINs 0003 and 0004:			
(1) Amount Required for Full Funding, Including Fee(s):	\$91,059,553	\$ 0	\$91,059,553
(2) Amount Allotted Under the LOF Clause for Payment of Target Costs:	[REDACTED]		
(3) Amount Separately Obligated for Payment of Target Fee:	[REDACTED] (b)(4)		
(4) Total Amount Allotted and Obligated:	\$18,737,506	\$842,017	\$19,579,523
(5) Net Amount Required for Full Funding:	\$72,322,047	(\$842,017)	\$71,480,030
(6) Estimated Period of Performance the Allotted Amount Will Cover:		18 Sep 98	

3. The following page substitutions are hereby incorporated into the contract:

DELETE

PAGE 13, MODIFICATION P00008  
 PAGE 14, MODIFICATION P00008  
 PAGE 21, MODIFICATION P00008

ADD

PAGE 13, MODIFICATION P00009  
 PAGE 14, MODIFICATION P00009  
 PAGE 21, MODIFICATION P00009

000187

G-3. CONTRACTING ACTIVITY REPRESENTATIVE:

Contract Matters

NAME:	[REDACTED]	(b) (6)	(b)
ORGANIZATIONAL CODE:	[REDACTED]	(b) (6)	(b)
TELEPHONE NUMBERS:	[REDACTED]		
COMMERCIAL:	[REDACTED]	(b) (6)	(b)
DEFENSE SWITCHED NETWORK (DSN):	[REDACTED]		(b)

G-4. IDENTIFICATION OF CORRESPONDENCE: All correspondence and data submitted by the contractor under this contract shall reference the contract number.

G-5. ACCOUNTING AND APPROPRIATION DATA:

CLIN 0001

ACRN:	AA
ACCT CLASS:	2182040 36 9618 P172419E55 2587 ER8D730400 S01021 ER8D730400/8HHLE/H
ORDER NO/PRON:	ER8D730400-01 FUNDED AMT: \$482,003 (BASIC) ER8D730400-02 FUNDED AMT: \$157,983 (P00002) ER8D730400-03 FUNDED AMT: \$842,017 (P00009)

ACRN:	AD
ACCT CLASS:	2172040 36 9618 P172419E55 2587 ER7D730800 S01021 ER7D730800/7HHAER/H
ORDER NO/PRON:	ER7D730800-01 FUNDED AMT: \$842,017 (P00001) ER7D730800-02 FUNDED AMT: (\$842,017)(P00008)

CLIN 0003

ACRN:	AB
ACCT CLASS:	2172040 36 9618 P172419E55 2587 ER7D730700 S01021 ER7D730700/7HHAER/H
ORDER NO/PRON:	ER7D730700-01 FUNDED AMT: \$928,000 (BASIC) ER7D730700-02 FUNDED AMT: \$118,467 (P00001) ER7D730700-03 FUNDED AMT: \$214,519 (P00001) ER7D730700-04 FUNDED AMT: \$180,000 (P00003) ER7D730700-05 FUNDED AMT: \$ 20,437 (P00005) ER7D730700-06 FUNDED AMT: \$ 11,263 (P00008) ER7D730700-07 FUNDED AMT: \$842,017 (P00009)

ACRN:	AC
ACCT CLASS:	2182040 36 9618 P172419E55 2587 ER8D730500 S01021 ER8D730500/8HHLE/H
ORDER NO/PRON:	ER8D730500-01 FUNDED AMT: \$10,517,997 (BASIC) ER8D730500-02 FUNDED AMT: \$ 7,510,846 (P00002) ER8D730500-03 FUNDED AMT: \$ 1,407,652 (P00006) ER8D730500-04 FUNDED AMT: (\$ 1,329,658)(P00007) ER8D730500-05 FUNDED AMT: (\$ 842,017)(P00008)

000188

G-6. IMPLEMENTATION OF AND EXPLANATION OF THE RELATIONSHIP OF THE LIMITATION OF FUNDS (LOF) CLAUSE TO FEE OBLIGATIONS: The amount of funds estimated to be required for full performance, including fee(s); the amount of funds allotted pursuant to the Contract Clause hereof entitled, Limitations of Funds; the amount of funds currently obligated for fee; and the estimated period of performance covered by the funds allotted are set forth below. Amounts obligated for fee are separate from and are not to be commingled with the amounts allotted for costs and are not available to the contractor to cover costs in excess of those allotted to the contract for cost.

a. CLINs 0001 and 0002:

(1) Amount Required for Full Funding:	\$ 1,482,003	
		(b)(4)
(3) Total Amount Allotted and Obligated:	\$ 1,482,003	
(4) Net Amount Required for Full Funding:	\$ 0	
(5) Estimated Period of Performance the Allotted Amount Will Cover:	29 Aug 00	

b. CLINs 0003 and 0004:

(1) Amount Required for Full Funding, Including Fee(s):	\$ 91,059,553	
(2) Amount Allotted Under the LOF Clause for Payment of Target Costs:		(b)(4)
(3) Amount Separately Obligated for Payment of Target Fee:		
(4) Total Amount Allotted and Obligated:	\$ 19,579,523	
(5) Net Amount Required for Full Funding:	\$ 71,480,030	
(6) Estimated Period of Performance the Allotted Amount Will Cover:	18 Sep 98	

c. CLINs 0005 and 0006:

(1) Amount Required for Full Funding, Including Fee(s):	\$183,473,939
(2) Amount Allotted Under the LOF Clause for Payment of Costs:	\$ <u>TBD</u>
(3) Amount Separately Obligated for Payment of Base Fee:	\$ _____
(4) Amount Separately Obligated for Payment of Award Fee:	\$ _____
(5) Total Amount Allotted and Obligated:	\$ _____
(6) Net Amount Required for Full Funding:	\$ _____
(7) Estimated Period of Performance the Allotted Amount Will Cover:	

000189

H-8. GOVERNMENT-FURNISHED FUELS PROVIDED

[REDACTED] Fuels as identified below will be in accordance with the clause of this contract entitled Government Property (Cost-Reimbursement, Time and Material, or Labor-Flour Contracts). From time to time the contractor may order with the supplier for partial deliveries of fuel. To assist the Contracting Officer in maintaining accountability of total orders, the contractor shall notify the Contracting Officer when fuels ordered exceed 85 percent of the amount specified below. This is requested for each fuels type listed. The contractor will be financially responsible for orders for fuels in excess of the amount stipulated below:

(b)(3)(A)  
(i)&Title  
10 Sec 130  
(a)(b)

NOMENCLATURE	NATIONAL STOCK NO. (NSN)	UNIT OF ISSUE	QUANTITY AUTHORIZED AS GFP
--------------	--------------------------	---------------	----------------------------

H-9. DESIGN SENSITIVITY TO COST (COST AS AN INDEPENDENT VARIABLE): The contractor may propose changes to the proposed design conforming to cost as an independent variable (CAIV). Those changes which do not alter the Aerostat Performance Specification (APS) may be implemented by the contractor 10 working days after notice of intent specifying the changes is provided to the government. Changes which alter the APS by reducing the requirements may only be undertaken without an equitable reduction in the estimated cost and schedule of the contract if the contractor demonstrates 1) a comparable gain in other performance requirements, 2) such changes are acceptable to the government, and 3) the change does not alter the overall estimated cost of the program. In no event, however, shall the contractor propose to reduce or alter the requirements of paragraph A.2 of Appendix A of the APS.

H-10. INCREMENTAL FUNDING OF THE CONTRACT:

a. It is expected that allotments within each fiscal year will be made on an incremental basis in accordance with the LIMITATION OF FUNDS clause.

b. Pursuant to the Limitation of Funds clause, the sum of \$1,482,003 is presently allotted to CLIN 0001 and available for payment to cover the work to be performed hereunder until 29 Aug 00. The amount of [REDACTED] is obligated for Potential Fee for a total amount of [REDACTED] for CLIN 0001.

(b)(4)

c. Pursuant to the LIMITATION OF FUNDS clause, the sum of \$17,984,779 is presently allotted to CLIN 0003 and available for payment to cover the work to be performed hereunder until 18 Sep 88. The amount of [REDACTED] is obligated for Potential Fee (if applicable), for a total amount of [REDACTED] for CLIN 0003. It is anticipated that funds will be allotted and obligated (combined amounts for Cost and Potential Fee) as follows:

(b)(4)

	PLANNED DATE OF FUNDING	AMOUNT	CUMULATIVE
CLIN 0001	FY98 - Second Quarter	\$546,043	\$ 546,043
	FY98 - Third Quarter	\$934,701	\$1,480,744
	FY98 - Fourth Quarter	\$ 1,259	\$1,482,003

000190

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE SV/RJU	PAGE 1	OF PAGES 2
2. AMENDMENT/MODIFICATION NO. P00010	3. EFFECTIVE DATE 98 JUN 18	4. REQUISITION/PURCHASE REQ. NO. ER8D730400-03A	5. PROJECT NO. (If applicable)	
ED BY	CODE W31RPD	7. ADMINISTERED BY (If other than Item 6)	CODE	
U.S. Army Space and Missile Defense Command Contr & Acq Mgt Ofc, SMDC-CM-CN P.O. Box 1500, Huntsville, AL 35807-3801		Defense Logistics Agency P.O. Box 6364 Anaheim, CA 92816		
(b) (6)		SCD: AI	ADP: N/A	PAS: NONE
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) H&R Company A Joint Venture of Hughes Aircraft Company and The Raytheon Company 2175 Park Place P.O. Box 902 El Segundo, CA 90245		(X) 9A. AMENDMENT OF SOLICITATION NO.		
ATTN: (b) (6)		9B. DATED (SEE ITEM 11)		
TIN: 04-2977414		10A. MODIFICATION OF CONTRACT/ORDER NO. DASG60-98-C-0001	(b) (6)	
CODE 1CEX7		10B. DATED (SEE ITEM 13) 98 JAN 30		
FACILITY CODE				

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

N/A

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

- A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
- B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
- C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
- D. OTHER (Specify type of modification and authority): UNILATERAL: Contract Clause No. 83, FAR 52.242-15, "Stop-Work Order Alternate I"

E. IMPORTANT: Contractor  is not,  is required to sign this document and return \_\_\_\_\_ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

SEE PAGE 2

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

15A. NAME AND TITLE OF SIGNER (Type or print)	15C. DATE SIGNED	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	16C. DATE SIGNED
CONTRACTOR/OFFEROR		(b) (6)	18 June 98
(Signature of person authorized to sign)		BY	

PREVIOUS EDITION UNUSABLE

000191

STANDARD FORM 30 (REV. 10-67)  
Prescribed by GSA  
FAR (48 CFR) 53.243

(b) (6)

1. Due to uncertainties with the budget process, pursuant to the contract clause, "Stop-Work Order Alternate I," the government hereby issues a partial Stop Work Order as follows:

Stop all work under CLIN 0001 relating to the Surveillance Radar and stop all work under CLIN 0003 relating to the Master Integrated Program Schedule (MIPS).

2. This stop work order is effective for ninety (90) days unless sooner ended by action of the Contracting Officer in accordance with the Stop Work Order clause of the contract.

3. Request that the contractor acknowledge receipt of this notice by signing and returning it to the Contracting Officer.

Receipt Acknowledged:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

000192

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE S/V/R/U	PAGE 1	OF PAGES 2
2. AMENDMENT/MODIFICATION NO. P00010	3. EFFECTIVE DATE 98 JUN 18	4. REQUISITION/PURCHASE REQ. NO. ER8D730400-03A	5. PROJECT NO. (If applicable)	
6. ADMINISTERED BY U.S. Army Space and Missile Defense Command Contr & Acq Mgt Ofc, SMDC-CM-CN P.O. Box 1500, Huntsville, AL 35807-3801	CODE W31RPD	7. ADMINISTERED BY (If other than Item 6) Defense Logistics Agency P.O. Box 8384 Anaheim, CA 92816		CODE
(b) (6)		SCD: AI	ADP: N/A	PAS: NONE (b)(6)
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) H&R Company A Joint Venture of Hughes Aircraft Company and The Raytheon Company 2175 Park Place P.O. Box 902 El Segundo, CA 90245		9A. AMENDMENT OF SOLICITATION NO. (X)		
ATTN: (b)(6) TIN: 04-2977414		9B. DATED (SEE ITEM 11)		
CODE 1CEX7		10A. MODIFICATION OF CONTRACT/ORDER NO. DASG80-98-C-0001 (b)(6)		
FACILITY CODE		10B. DATED (SEE ITEM 13) 98 JAN 30		

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of offers  is extended,  is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:  
 (a) By completing items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

N/A

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

- B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14 PURSUANT TO THE AUTHORITY OF FAR 43.100(a).
- C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
- X D. OTHER (Specify type of modification and authority) UNILATERAL: Contract Clause No. 83, FAR 52.242-15, "Stop-Work Order Alternate 1"

E. IMPORTANT: Contractor  is not,  is required to sign this document and return \_\_\_\_\_ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

SEE PAGE 2.

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
CONTRACTOR/OFFEROR		(b) (6) (b)(6)	
15C. DATE SIGNED	15B. BY	16B. DATE SIGNED	16C. BY
		18 Jun 98	

PREVIOUS EDITION UNUSABLE

Standard Form 30 (REV. 1/75)  
Prescribed by GSA  
FAR (48 CFR) 53.243

000193

(b) (6)

H&R COMPANY

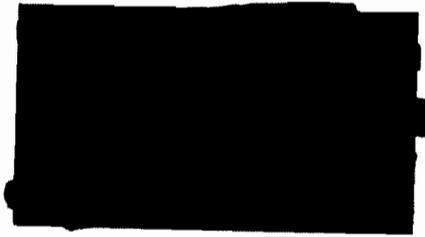
MODIFICATION P00010 TO  
CONTRACT DASG60-98-C-0001  
PAGE 2 OF 2 PAGES

1. Due to uncertainties with the budget process, pursuant to the contract clause, "Stop-Work Order Alternate I," the government hereby issues a partial Stop Work Order as follows:

Stop all work under CLIN 0001 relating to the Surveillance Radar and stop all work under CLIN 0003 relating to the Master Integrated Program Schedule (MIPS).

2. This stop work order is effective for ninety (90) days unless sooner ended by action of the Contracting Officer in accordance with the Stop Work Order clause of the contract.
3. Request that the contractor acknowledge receipt of this notice by signing and returning it to the Contracting Officer.

Receipt Acknowledged:



(b)(4)

6-22-98

Date

000194

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE S/N/R/U	PAGE 1	OF PAGES 3
2. AMENDMENT/MODIFICATION NO. P00011	3. EFFECTIVE DATE 98 JUN 24	4. REQUISITION/PURCHASE REQ. NO. Order No: ER8D730400-04	5. PROJECT NO. (If applicable)	
6. ORDERED BY	CODE W31RPD	7. ADMINISTERED BY (If other than Item 6)		CODE

U.S. Army Space and Missile Defense Command  
Contr & Acq Mgt Ofc. SMDC-CM-CN  
P.O. Box 1500, Huntsville, AL 35807-3801

Defense Logistics Agency  
P.O. Box 6364  
Anaheim, CA 92816

SCD: A ADP: N/A PAS: NONE (b)(6)

3. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) H&R Company A Joint Venture of Hughes Aircraft Company and The Raytheon Company 2175 Park Place P.O. Box 902 El Segundo, California 90245  ATTN: [REDACTED] TIN: 04-2977414	(X) 9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED (SEE ITEM 11)
	10A. MODIFICATION OF CONTRACT/ORDER NO
	X DASG60-98-C-0001 (b)(6)
	10B DATED (SEE ITEM 13) 98 JAN 30
CODE 1CEX7	FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers  is extended,  is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment, (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)  
SEE BLOCK 14. DECREASE: \$500,000

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS,  
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14

THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF.

X  D. OTHER (Specify type of modification and authority)  
UNILATERAL: Contract Clause No. 71, "LIMITATION OF FUNDS"

E. IMPORTANT: Contractor  is not,  is required to sign this document and return \_\_\_\_\_ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

WHEREAS, pursuant to the contract clause, "LIMITATION OF FUNDS", the Government elects to withdraw an increment of funds from 0001/0002 (ACRN AA) of the contract; and

NOW, THEREFORE, the contract is modified as follows:

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

15A. NAME AND TITLE OF SIGNER (Type or print)  CONTRACTOR/OFFEROR	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)  [REDACTED] (b)(6)
15C. DATE SIGNED	16C. DATE SIGNED (b)(6) 24 Jun 98
(Signature of person authorized to sign)	BY [REDACTED]

PREVIOUS EDITION UNUSABLE

000195

1. Paragraph G-5, ACCOUNTING AND APPROPRIATION DATA, is modified to add the following:

CLINs 0001 and 0002:

ACRN: AA  
 ACCT CLASS: 2182040 36 9618 P172419E55 2587 ER8D730400 S01021  
 ER8D730400/8HHLE/H  
 ORDER NO/PRON: ER8D730400-01 FUNDED AMOUNT: \$482,003 (BASIC)  
 ER8D730400-02 FUNDED AMOUNT: \$157,983 (P00002)  
 ER8D730400-03 FUNDED AMOUNT: \$842,017 (P00009)  
 ER8D730400-04 FUNDED AMOUNT: (\$500,000) (P00011)

ACRN: AD  
 ACCT CLASS: 2172040 36 9618 P172419E55 2587 ER7D730800 S01021  
 ER7D730800/7HHAER/H  
 ORDER NO/PRON: ER7D730800-02 FUNDED AMOUNT: (\$842,017) (P00008)

CLINs 0003 and 0004:

ACRN: AB  
 ACCT CLASS: 2172040 36 9618 P172419E55 2581 ER7D730700 S01021  
 ER7D730700/7HHAER/H  
 ORDER NO/PRON: ER7D730700-06 FUNDED AMOUNT: \$ 11,263 (P00008)  
 ER7D730700-07 FUNDED AMOUNT: \$842,017 (P00009)

ACRN: AC  
 ACCT CLASS: 2182040 36 9618 P172419E55 2581 ER8D730500 S01021  
 ER8D730500/8HHLE/H  
 ORDER NO/PRON: ER8D730500-04 FUNDED AMOUNT: (\$1,329,658) (P00007)  
 ER8D730500-05 FUNDED AMOUNT: (\$ 842,017) (P00008)

2. Paragraph G-6, IMPLEMENTATION OF AND EXPLANATION OF THE RELATIONSHIP OF THE LIMITATION OF FUNDS (LOF) CLAUSE TO FEE OBLIGATIONS, is modified as follows:

a. CLINs 0001 and 0002:

	<u>PRIOR</u>	<u>THIS MODIFICATION</u>	<u>TOTAL</u>
(1) Amount Required for Full Funding:	\$1,482,003	\$ 0	\$1,482,003
(2) Amount Allotted Under the LOF Clause for Payment of Costs:	\$ 1,482,003	(\$500,000)	\$ 982,003
(3) Total Amount Allotted and Obligated:	\$ 1,482,003	(\$500,000)	\$ 982,003

000196

	<u>PRIOR</u>	<u>THIS MODIFICATION</u>	<u>TOTAL</u>
(4) Net Amount Required for Full Funding:	\$ 0	\$500,000	\$500,000
(5) Estimated Period of Performance the Allotted Amount Will Cover:		31 Jan 99	

The following page substitutions are hereby incorporated into the contract:

DELETE

PAGE 13, MODIFICATION P00009  
PAGE 14, MODIFICATION P00009  
PAGE 21, MODIFICATION P00009

ADD

PAGE 13, MODIFICATION P00011  
PAGE 14, MODIFICATION P00011  
PAGE 21, MODIFICATION P00011

000197

G-3. CONTRACTING ACTIVITY REPRESENTATIVE:

Contract Matters

NAME: [REDACTED] (b) (6) (b)  
 ORGANIZATIONAL CODE: [REDACTED] (b) (6) (b)  
 TELEPHONE NUMBERS: [REDACTED] (b) (6) (b)  
 COMMERCIAL: [REDACTED] (b) (6) (b)  
 DEFENSE SWITCHED NETWORK (DSN): [REDACTED] (b) (6) (b)

G-4. IDENTIFICATION OF CORRESPONDENCE: All correspondence and data submitted by the contractor under this contract shall reference the contract number.

G-5. ACCOUNTING AND APPROPRIATION DATA:

CLIN 0001

ACRN: AA  
 ACCT CLASS: 2182040 36 9618 P172419E55 2587 ER8D730400 S01021  
 ER8D730400/8HHLE/H  
 ORDER NO/PRON: ER8D730400-01 FUNDED AMT: \$482,003 (BASIC)  
 ER8D730400-02 FUNDED AMT: \$157,983 (P00002)  
 ER8D730400-03 FUNDED AMT: \$842,017 (P00009)  
 ER8D730400-04 FUNDED AMT: (\$500,000) (P00011)

ACRN: AD  
 ACCT CLASS: 2172040 36 9618 P172419E55 2587 ER7D730800 S01021  
 ER7D730800/7HHAER/H  
 ORDER NO/PRON: ER7D730800-01 FUNDED AMT: \$842,017 (P00001)  
 ER7D730800-02 FUNDED AMT: (\$842,017)(P00008)

CLIN 0003

ACRN: AB  
 ACCT CLASS: 2172040 36 9618 P172419E55 2587 ER7D730700 S01021  
 ER7D730700/7HHAER/H  
 ORDER NO/PRON: ER7D730700-01 FUNDED AMT: \$928,000 (BASIC)  
 ER7D730700-02 FUNDED AMT: \$118,467 (P00001)  
 ER7D730700-03 FUNDED AMT: \$214,519 (P00001)  
 ER7D730700-04 FUNDED AMT: \$180,000 (P00003)  
 ER7D730700-05 FUNDED AMT: \$ 20,437 (P00005)  
 ER7D730700-06 FUNDED AMT: \$ 11,263 (P00008)  
 ER7D730700-07 FUNDED AMT: \$842,017 (P00009)

ACRN: AC  
 ACCT CLASS: 2182040 36 9618 P172419E55 2587 ER8D730500 S01021  
 ER8D730500/8HHLE/H  
 ORDER NO/PRON: ER8D730500-01 FUNDED AMT \$10,517,997 (BASIC)  
 ER8D730500-02 FUNDED AMT: \$ 7,510,846 (P00002)  
 ER8D730500-03 FUNDED AMT: \$ 1,407,652 (P00006)  
 ER8D730500-04 FUNDED AMT: (\$ 1,329,658)(P00007)  
 ER8D730500-05 FUNDED AMT: (\$ 842,017)(P00008)

000198

G-6. IMPLEMENTATION OF AND EXPLANATION OF THE RELATIONSHIP OF THE LIMITATION OF FUNDS (LOF) CLAUSE TO FEE OBLIGATIONS: The amount of funds estimated to be required for full performance, including fee(s); the amount of funds allotted pursuant to the Contract Clause hereof entitled, Limitations of Funds; the amount of funds currently obligated for fee; and the estimated period of performance covered by the funds allotted are set forth below. Amounts obligated for fee are separate from and are not to be commingled with the amounts allotted for costs and are not available to the contractor to cover costs in excess of those allotted to the contract for cost.

a. CLINs 0001 and 0002:

(1) Amount Required for Full Funding:	\$ 1,482,003
	
(3) Total Amount Allotted and Obligated:	\$ 982,003
(4) Net Amount Required for Full Funding:	\$ 500,000
(5) Estimated Period of Performance the Allotted Amount Will Cover:	31 Jan 99

b. CLINs 0003 and 0004:

(1) Amount Required for Full Funding, Including Fee(s):	\$ 91,059,553
(2) Amount Allotted Under the LOF Clause for Payment of Target Costs:	 (b)(4)
(3) Amount Separately Obligated for Payment of Target Fee:	 (b)(4)
(4) Total Amount Allotted and Obligated:	\$ 19,579,523
(5) Net Amount Required for Full Funding:	\$ 71,480,030
(6) Estimated Period of Performance the Allotted Amount Will Cover:	18 Sep 98

c. CLINs 0005 and 0006:

(1) Amount Required for Full Funding, Including Fee(s):	\$183,473,939
(2) Amount Allotted Under the LOF Clause for Payment of Costs:	\$ <u>TBD</u>
(3) Amount Separately Obligated for Payment of Base Fee:	\$ _____
(4) Amount Separately Obligated for Payment of Award Fee:	\$ _____
(5) Total Amount Allotted and Obligated:	\$ _____
(6) Net Amount Required for Full Funding:	\$ _____
(7) Estimated Period of Performance the Allotted Amount Will Cover:	

000199

H-8. GOVERNMENT-FURNISHED FUELS PROVIDED

[REDACTED] Fuels as identified below will be [REDACTED] in accordance with the clause of this contract entitled Government Property (Cost-Reimbursement, Time and Material, or Labor-Hour Contracts). From time to time the contractor may order with the supplier for partial deliveries of fuel. To assist the Contracting Officer in maintaining accountability of total orders, the contractor shall notify the Contracting Officer when fuels ordered exceed 85 percent of the amount specified below. This is requested for each fuels type listed. The contractor will be financially responsible for orders for fuels in excess of the amount stipulated below:

(b)(3)(A)  
(i)&Title  
10 Sec 130  
(a)(b)

NOMENCLATURE	NATIONAL STOCK NO. (NSN)	UNIT OF ISSUE	QUANTITY AUTHORIZED AS GFP
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H-9. DESIGN SENSITIVITY TO COST (COST AS AN INDEPENDENT VARIABLE): The contractor may propose changes to the proposed design conforming to cost as an independent variable (CAIV). Those changes which do not alter the Aerostat Performance Specification (APS) may be implemented by the contractor 10 working days after notice of intent specifying the changes is provided to the government. Changes which alter the APS by reducing the requirements may only be undertaken without an equitable reduction in the estimated cost and schedule of the contract if the contractor demonstrates 1) a comparable gain in other performance requirements, 2) such changes are acceptable to the government, and 3) the change does not alter the overall estimated cost of the program. In no event, however, shall the contractor propose to reduce or alter the requirements of paragraph A.2 of Appendix A of the APS.

H-10. INCREMENTAL FUNDING OF THE CONTRACT:

a. It is expected that allotments within each fiscal year will be made on an incremental basis in accordance with the LIMITATION OF FUNDS clause.

b. Pursuant to the Limitation of Funds clause, the sum of \$982,003 is presently allotted to CLIN 0001 and available for payment to cover the work to be performed hereunder until 31 Jan 99. The amount of [REDACTED] is obligated for Potential Fee for a total amount of [REDACTED] for CLIN 0001.

(b)(4)

c. Pursuant to the LIMITATION OF FUNDS clause, the sum of \$17,984,779 is presently allotted to CLIN 0003 and available for payment to cover the work to be performed hereunder until 18 Sep 98. The amount of [REDACTED] is obligated for Potential Fee (if applicable), for a total amount of [REDACTED] for CLIN 0003. It is anticipated that funds will be allotted and obligated (combined amounts for Cost and Potential Fee) as follows:

(b)(4)

	<u>PLANNED DATE OF FUNDING</u>	<u>AMOUNT</u>	<u>CUMULATIVE</u>
CLIN 0001	FY98 - Second Quarter	\$546,043	\$ 546,043
	FY98 - Third Quarter	\$934,701	\$1,480,744
	FY98 - Fourth Quarter	\$ 1,259	\$1,482,003

000200

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE SN/R/U	PAGE 1	OF PAGES 3
2. AMENDMENT/MODIFICATION NO. P00012	3. EFFECTIVE DATE 98 JUL 14	4. REQUISITION/PURCHASE REQ. NO. ORDER NO.: ER8D730500-06	5. PROJECT NO. (If applicable)	
O BY	CODE W31RPD	7. ADMINISTERED BY (If other than Item 6)		CODE
J.S. ARMY SPACE AND MISSILE DEFENSE COMMAND CONTR & ACQ MGT OFC, SMDC-CM-CN P.O. BOX 1500, HUNTSVILLE, AL 35807-3801		DEFENSE LOGISTICS AGENCY P.O. BOX 6364 ANAHEIM, CA 92816 - 0364		
(b) (6)		SCD: A	ADP: N/A	PAS: NONE (b)(6)
3. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) H & R COMPANY A JOINT VENTURE OF HUGHES AIRCRAFT COMPANY AND THE RAYTHEON COMPANY 2175 PARK PLACE P.O. BOX 902 EL SEGUNDO, CA 90245		(b) (6)		
ATTN: [REDACTED] TIN: 04-2977414		9A. AMENDMENT OF SOLICITATION NO. (X)		
CODE TCEX7		9B. DATED (SEE ITEM 11)		
FACILITY CODE		10A. MODIFICATION OF CONTRACT/ORDER NO. DASG80-98-C-0001 (b)		
		10B. DATED (SEE ITEM 13) 98 JAN 30		

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

SEE BLOCK 14. DECREASE: \$1,200,000

13 THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

- A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
- B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14 PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
- C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
- D. OTHER (Specify type of modification and authority)  
UNILATERAL: Contract Clause No. 71, "LIMITATION OF FUNDS"
- E. IMPORTANT. Contractor  is not,  is required to sign this document and return \_\_\_\_\_ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

WHEREAS, pursuant to the contract clause, "LIMITATION OF FUNDS", the Government elects to withdraw an increment of funds from CLINs 0003 and 0004 (ACRN AC) of the contract; and

NOW, THEREFORE, the contract is modified as follows:

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

15A. NAME AND TITLE OF SIGNER (Type or print)	15C. DATE SIGNED	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	16C. DATE SIGNED
CONTRACTOR/OFFEROR		[REDACTED] (b) (6)	14 Jul 98 <sup>16</sup>
(Signature of person authorized to sign)		BY	

PREVIOUS EDITION UNUSABLE

STANDARD FORM TO (REV 12-83)  
Prescribed by GSA  
FAR 48 CFR 53.243

000201

(b) (6)

1. Paragraph G-5, ACCOUNTING AND APPROPRIATION DATA, is modified to add the following:

CLINs 0001 and 0002:

ACRN: AA  
ACCT CLASS: 2182040 36 9618 P172419E55 2587 ER8D730400 S01021  
ER8D730400/8HHLLE/H  
ORDER NO/PRON: ER8D730400-01 FUNDED AMOUNT: \$482,003 (BASIC)  
ER8D730400-02 FUNDED AMOUNT: \$157,983 (P00002)  
ER8D730400-03 FUNDED AMOUNT: \$842,017 (P00009)

ACRN: AD  
ACCT CLASS: 2172040 36 9618 P172419E55 2587 ER7D730800 S01021  
ER7D730800/7HHAER/H  
ORDER NO/PRON: ER7D730800-02 FUNDED AMOUNT: (\$842,017) (P00008)

CLINs 0003 and 0004:

ACRN: AB  
ACCT CLASS: 2172040 36 9618 P172419E55 2581 ER7D730700 S01021  
ER7D730700/7HHAER/H  
ORDER NO/PRON: ER7D730700-06 FUNDED AMOUNT: \$ 11,263 (P00008)  
ER7D730700-07 FUNDED AMOUNT: \$842,017 (P00009)

ACRN: AC  
ACCT CLASS: 2182040 36 9618 P172419E55 2581 ER8D730500 S01021  
ER8D730500/8HHJLE/H  
ORDER NO/PRON: ER8D730500-04 FUNDED AMOUNT: (\$1,329,658) (P00007)  
ER8D730500-05 FUNDED AMOUNT: (\$ 842,017) (P00008)  
ER8D730500-06 FUNDED AMOUNT: (\$1,200,000) (P00012)

000202

2. Paragraph G-6, IMPLEMENTATION OF AND EXPLANATION OF THE RELATIONSHIP OF THE LIMITATION OF FUNDS (LOF) CLAUSE TO FEE OBLIGATIONS, is modified as follows:

	<u>PRIOR</u>	<u>THIS MODIFICATION</u>	<u>TOTAL</u>
CLINs 0003 and 0004:			
(1) Amount Required for Full Funding, Including Fee(s):	\$91,059,553	\$ 0	\$91,059,553
(2) Amount Allotted Under the LOF Clause for Payment of Target Costs:	[REDACTED]		
(3) Amount Separately Obligated for Payment of Target Fee:	[REDACTED] (b)(4)		
(4) Total Amount Allotted and Obligated:	\$19,579,523	(\$1,200,000)	\$18,379,523
(5) Net Amount Required for Full Funding:	\$71,480,030	\$1,200,000	\$72,680,030
(6) Estimated Period of Performance the Allotted Amount Will Cover:		11 Sep 98	

3. The following page substitutions are hereby incorporated into the contract:

<u>DELETE</u>	<u>ADD</u>
PAGE 13, MODIFICATION P00011	PAGE 13, MODIFICATION P00012
PAGE 14, MODIFICATION P00011	PAGE 14, MODIFICATION P00012
PAGE 21, MODIFICATION P00011	PAGE 21, MODIFICATION P00012

000203

G-3. CONTRACTING ACTIVITY REPRESENTATIVE:

Contract Matters

NAME:  
ORGANIZATIONAL CODE:  
TELEPHONE NUMBERS:  
COMMERCIAL:  
DEFENSE SWITCHED NETWORK (DSN):



(b)(6)  
(b)(6)  
(b)(6)  
(b)(6)

G-4. IDENTIFICATION OF CORRESPONDENCE: All correspondence and data submitted by the contractor under this contract shall reference the contract number.

G-5. ACCOUNTING AND APPROPRIATION DATA:

CLIN 0001

ACRN: AA  
ACCT CLASS: 2182040 36 9618 P172419E55 2587 ER8D730400 S01021  
ER8D730400/8HHLE/H  
ORDER NO/PRON: ER8D730400-01 FUNDED AMT: \$482,003 (BASIC)  
ER8D730400-02 FUNDED AMT: \$157,983 (P00002)  
ER8D730400-03 FUNDED AMT: \$842,017 (P00009)

ACRN: AD  
ACCT CLASS: 2172040 36 9618 P172419E55 2587 ER7D730800 S01021  
ER7D730800/7HHAER/H  
ORDER NO/PRON: ER7D730800-01 FUNDED AMT: \$842,017 (P00001)  
ER7D730800-02 FUNDED AMT: (\$842,017)(P00008)

CLIN 0003

ACRN: AB  
ACCT CLASS: 2172040 36 9618 P172419E55 2587 ER7D730700 S01021  
ER7D730700/7HHAER/H  
ORDER NO/PRON: ER7D730700-01 FUNDED AMT: \$928,000 (BASIC)  
ER7D730700-02 FUNDED AMT: \$118,467 (P00001)  
ER7D730700-03 FUNDED AMT: \$214,519 (P00001)  
ER7D730700-04 FUNDED AMT: \$180,000 (P00003)  
ER7D730700-05 FUNDED AMT: \$ 20,437 (P00005)  
ER7D730700-06 FUNDED AMT: \$ 11,263 (P00008)  
ER7D730700-07 FUNDED AMT: \$842,017 (P00009)

ACRN: AC  
ACCT CLASS: 2182040 36 9618 P172419E55 2587 ER8D730500 S01021  
ER8D730500/8HHLE/H  
ORDER NO/PRON: ER8D730500-01 FUNDED AMT: \$10,517,997 (BASIC)  
ER8D730500-02 FUNDED AMT: \$ 7,510,846 (P00002)  
ER8D730500-03 FUNDED AMT: \$ 1,407,652 (P00006)  
ER8D730500-04 FUNDED AMT: (\$ 1,329,658)(P00007)  
ER8D730500-05 FUNDED AMT: (\$ 842,017)(P00008)  
ER8D730500-06 FUNDED AMT: (\$ 1,200,000)(P00012)

000204

**G-6. IMPLEMENTATION OF AND EXPLANATION OF THE RELATIONSHIP OF THE LIMITATION OF FUNDS (LOF) CLAUSE TO FEE OBLIGATIONS:** The amount of funds estimated to be required for full performance, including fee(s); the amount of funds allotted pursuant to the Contract Clause hereof entitled, Limitations of Funds; the amount of funds currently obligated for fee; and the estimated period of performance covered by the funds allotted are set forth below. Amounts obligated for fee are separate from and are not to be commingled with the amounts allotted for costs and are not available to the contractor to cover costs in excess of those allotted to the contract for cost.

a. CLINs 0001 and 0002:

(1) Amount Required for Full Funding:	\$ 1,482,003	
		(b)(4)
(3) Total Amount Allotted and Obligated:	\$ 500,000	
(4) Net Amount Required for Full Funding:	\$ 0	
(5) Estimated Period of Performance the Allotted Amount Will Cover:	31 Jan 99	

b. CLINs 0003 and 0004:

(1) Amount Required for Full Funding, Including Fee(s):	\$ 91,059,553	
(2) Amount Allotted Under the LOF Clause for Payment of Target Costs:		(b)(4)
(3) Amount Separately Obligated for Payment of Target Fee:		
(4) Total Amount Allotted and Obligated:	\$ 18,379,523	
(5) Net Amount Required for Full Funding:	\$ 72,680,030	
(6) Estimated Period of Performance the Allotted Amount Will Cover:	11 Sep 98	

c. CLINs 0005 and 0006:

(1) Amount Required for Full Funding, Including Fee(s):	\$183,473,939
(2) Amount Allotted Under the LOF Clause for Payment of Costs:	\$ <u>TBD</u>
(3) Amount Separately Obligated for Payment of Base Fee:	\$ _____
(4) Amount Separately Obligated for Payment of Award Fee:	\$ _____
(5) Total Amount Allotted and Obligated:	\$ _____
(6) Net Amount Required for Full Funding:	\$ _____
(7) Estimated Period of Performance the Allotted Amount Will Cover:	

000205

H-8 GOVERNMENT-FURNISHED FUELS PROVIDED

Fuels as identified below will be provided through [redacted] in accordance with the clause of this contract entitled Government Property (Cost-Reimbursement, Time and Material, or Labor-Hour Contracts). From time to time the contractor may order with the supplier for partial deliveries of fuel. To assist the Contracting Officer in maintaining accountability of total orders, the contractor shall notify the Contracting Officer when fuels ordered exceed 85 percent of the amount specified below. This is requested for each fuels type listed. The contractor will be financially responsible for orders for fuels in excess of the amount stipulated below:

(b)(3)(A)  
(i)&Title  
10 Sec  
130 (a)(b)

NOMENCLATURE	NATIONAL STOCK NO. (NSN)	UNIT OF ISSUE	QUANTITY AUTHORIZED AS GFP
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H-9. DESIGN SENSITIVITY TO COST (COST AS AN INDEPENDENT VARIABLE): The contractor may propose changes to the proposed design conforming to cost as an independent variable (CAIV). Those changes which do not alter the Aerostat Performance Specification (APS) may be implemented by the contractor 10 working days after notice of intent specifying the changes is provided to the government. Changes which alter the APS by reducing the requirements may only be undertaken without an equitable reduction in the estimated cost and schedule of the contract if the contractor demonstrates 1) a comparable gain in other performance requirements, 2) such changes are acceptable to the government, and 3) the change does not alter the overall estimated cost of the program. In no event, however, shall the contractor propose to reduce or alter the requirements of paragraph A.2 of Appendix A of the APS.

H-10. INCREMENTAL FUNDING OF THE CONTRACT:

a. It is expected that allotments within each fiscal year will be made on an incremental basis in accordance with the LIMITATION OF FUNDS clause.

b. Pursuant to the Limitation of Funds clause, the sum of \$982,003 is presently allotted to CLIN 0001 and available for payment to cover the work to be performed hereunder until 31 Jan 99. The amount of [redacted] obligated for Potential Fee for a total amount of [redacted] for CLIN 0001.

(b)(4)

c. Pursuant to the LIMITATION OF FUNDS clause, the sum of \$16,882,517 is presently allotted to CLIN 0003 and available for payment to cover the work to be performed hereunder until 11 Sep 98. The amount of [redacted] obligated for Potential Fee (if applicable), for a total amount of [redacted] for CLIN 0003. It is anticipated that funds will be allotted and obligated (combined amounts for Cost and Potential Fee) as follows:

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

	PLANNED DATE OF FUNDING	AMOUNT	CUMULATIVE
CLIN 0001	FY98 - Second Quarter	\$546,043	\$ 546,043
	FY98 - Third Quarter	\$934,701	\$1,480,744
	FY98 - Fourth Quarter	\$ 1,259	\$1,482,003

000206

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE SV/RU	PAGE 1 OF PAGES 4
2. AMENDMENT/MODIFICATION NO. P00013	3. EFFECTIVE DATE 98 JUL 30	4. REQUISITION/PURCHASE REQ. NO ORDER NO.: ER80730500-07	5. PROJECT NO. (If applicable)
ISSUED BY	CODE W3TRPD	7. ADMINISTERED BY (If other than Item 5)	CODE
S ARMY SPACE AND MISSILE DEFENSE COMMAND ONTR & ACQ MGT OFC, SMDC-CM-CN O. BOX 1500, HUNTSVILLE, AL 35807-3801		DEFENSE LOGISTICS AGENCY P.O. BOX 6364 ANAHEIM, CA 92818	
[REDACTED]		SCD: A	ADP: N/A PAS: NONE (b)(6)
NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) & R COMPANY JOINT VENTURE OF HUGHES AIRCRAFT COMPANY AND THE RAYTHEON COMPANY 175 PARK PLACE O. BOX 902 L SEGUNDO, CA 90245		(X) 9A. AMENDMENT OF SOLICITATION NO	
ATTN: [REDACTED] TELEPHONE: 04-2977414		9B. DATED (SEE ITEM 11)	
CODE 1CEX7		10A. MODIFICATION OF CONTRACT/ORDER NO. DASG60-98-C-0001 (b)(6)	
FACILITY CODE		10B. DATED (SEE ITEM 13) 98 JAN 30	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods.

- (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment;
  - (b) By acknowledging receipt of this amendment on each copy of the offer submitted;
  - (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers.
- FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(X) A THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

B THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14 PURSUANT TO THE AUTHORITY OF FAR 43.103(a).

X C THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Mutual Agreement FAR 43.103(a)(3)

D OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor  is not,  is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

WHEREAS, based on lead time requirements, the contractor has requested authorization to perform effort required under CLIN 0005 under CLIN 0003 instead;

WHEREAS, the parties have agreed to adjustments to CLIN 0003 and CLIN 0005 by reason of the request; and

WHEREAS, the Contracting Officer has determined that approving the request is in the best interests of the government

NOW, THEREFORE, the contract is modified as follows:

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

15A. NAME AND TITLE OF SIGNER (Type or print) [REDACTED]	15B. DATE SIGNED 30 July 98	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) [REDACTED] (b)(6)	16B. DATE SIGNED 30 Jul 98
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PREVIOUS EDITION UNUSABLE

STANDARD FORM 30 (REV. 11/83)  
Prescribed by GSA  
FAR (48 CFR) 53.207

000207

(b)(6)

1. Standard Form 26, block 15G, Total Amount of Contract, is increased by \$4,916,270 from \$92,541,556 to \$97,457,826

2. SECTION B – SUPPLIES OR SERVICES AND PRICES/COSTS is modified as shown below:

a. Part B-1. LINE ITEM DESCRIPTION: is modified to change the AMOUNT for CLIN 0003 and CLIN 0005 as shown below:

(1) The AMOUNT for CLIN 0003 is increased by \$4,916,270 from \$91,059,553 to \$95,975,823.

(2) The AMOUNT for CLIN 0005 is decreased by \$4,916,270 from \$183,473,939 to \$178,557,669.

b. Part B-3. TARGET COST, TARGET FEE, MINIMUM INCENTIVE FEE, MAXIMUM INCENTIVE FEE, AND INCENTIVE ARRANGEMENT FOR CLINS 0003 AND 0004: is modified as shown below:

- a. Target cost:
- b. Target fee:
- c. Minimum incentive fee:
- d. Maximum incentive fee:



(b)(4)

c. Part B-4. ESTIMATED COST, BASE FEE, MAXIMUM AWARD FEE, AND TOTAL CONTRACT AMOUNT FOR CLINS 0005 AND 0006: is modified to read as follows:

- a. Estimated cost:
- b. Base fee:
- c. Estimated cost plus base fee:
- d. Maximum award fee:
- e. Total estimated cost, base fee, and maximum award fee:



(b)(4)

d. Part B-7. INCENTIVE FEE FOR CLINS 0003 AND 0004: is modified to change the amounts as shown below:

- Target Cost:
- Target Fee:
- Incentive Arrangement: Maximum Fee -
- Threshold Minimum Fee -



(b)(4)

000208

FAR 52.216-10 INCENTIVE FEE:  
Paragraph (e)(1) is stated as follows:

"(e) Fee Payable. (1) The fee payable under this contract shall be the target fee increased by [redacted] for every dollar that the total allowable cost is less than the target cost or decreased by [redacted] for every dollar that the total allowable cost exceeds the target cost until a threshold minimum fee amount of [redacted] is reached. In no event shall the fee be greater than [redacted]. For allowable costs which exceed the point at which a threshold minimum fee amount of [redacted] is reached. In no event shall the fee be greater than [redacted]. For allowable costs which exceed the point at which a threshold minimum fee of [redacted] is reached, the government's share will be [redacted] and the contractor's share will be [redacted] until the contractor's share equals [redacted] thereafter the government will reimburse the contractor [redacted] of the allowable cost, the contractor's share being [redacted] until the contractor's share of such allowable costs equals [redacted] of target cost at which point the share ration will be [redacted] government and [redacted] contractor until completion of this CLIN."

(b)(4)

e. Part B-8. AWARD FEE (APPLICABLE TO CLINS 0005 AND 0006), paragraph c., is modified to change the AWARD FEE AVAILABLE as shown below:

First  
Second  
Third

[redacted]

(b)(4)

3. SECTION G - CONTRACT ADMINISTRATION DATA, Part G-6. IMPLEMENTATION OF AND EXPLANATION OF THE RELATIONSHIP OF THE LIMITATION OF FUNDS (LOF) CLAUSE TO FEE OBLIGATIONS: is modified to change subparagraphs as shown below:

a. CLINs 0001 and 0002: (correction from Modification P00012)

(3) Total Amount Allotted and Obligated: \$982,003  
(4) Net Amount Required for Full Funding: \$500,000

b. CLINs 0003 and 0004:

(1) Amount Required for Full Funding, Including Fee(s): [redacted]  
(5) Net Amount Required for Full Funding: \$77,596,300

(b)(4)

c. CLINs 0005 and 0006:

(1) Amount Required for Full Funding, Including (Fee(s): [redacted]

(b)(4)

4. SECTION H - SPECIAL CONTRACT REQUIREMENTS, is modified as follows:

a. H-10. INCREMENTAL FUNDING IN THE CONTRACT: is modified to the amounts for CLIN 0003 and CLIN 0005 as shown on the slip sheet page.

b. H-16. PROCUREMENT PRIOR TO CDR is added to the contract to read as follows:

000209

H-16. PROCUREMENT PRIOR TO CDR: The contractor is authorized to fabricate the items associated with the following prior to CDR:

- a. [REDACTED] (b)(3)(A)(i)&Title 10
- b. [REDACTED] Sec 130 (a)(b)
- c. Weather Instruments

5. The following page substitutions are hereby incorporated into the contract:

DELETE

PAGE 1, BASIC CONTRACT  
PAGE 2, BASIC CONTRACT  
PAGE 3, BASIC CONTRACT  
PAGE 4, BASIC CONTRACT  
PAGE 5, BASIC CONTRACT  
PAGE 6, BASIC CONTRACT  
PAGE 14, MODIFICATION P00012  
PAGE 22, BASIC CONTRACT  
PAGE 24, BASIC CONTRACT

ADD

PAGE 1, MODIFICATION P00013  
PAGE 2, MODIFICATION P00013  
PAGE 3, MODIFICATION P00013  
PAGE 4, MODIFICATION P00013  
PAGE 5, MODIFICATION P00013  
PAGE 6, MODIFICATION P00013  
PAGE 14, MODIFICATION P00013  
PAGE 22, MODIFICATION P00013  
PAGE 24, MODIFICATION P00013

<b>AWARD/CONTRACT</b>		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)	RATING DX-A2	PAGE OF 1	PAGES 3
2. CONTRACT (Proc. Inst. Idem.) NO. DASG60-98-C-0001		3. EFFECTIVE DATE 98 Jan 30	4. REQUISITION/PURCHASE REQUISITION SUBJECT NO. ORDER NO.: ER8D730500-01		

IED BY ARMY SPACE AND MISSILE DEFENSE COMMAND NTR & ACQ MGT OFC, SMDC-CM-CN P.O. BOX 1500, HUNTSVILLE, AL 35807-3801	CODE W31RPD 6. ADMINISTERED BY (If other than Item 5) DEFENSE LOGISTICS AGENCY P.O. BOX 6364 ANAHEIM, CA 92816	SCD: A      ADP: NA      PAS: NONE (b)(4)
---	--	---

7. NAME AND ADDRESS OF CONTRACTOR (No. street, city, country, State and ZIP Code)  H & R COMPANY A JOINT VENTURE OF HUGHES AIRCRAFT COMPANY AND THE RAYTHEON COMPANY 2175 PARK PLACE PO BOX 902 EL SEGUNDO CA 90245 ATTN: (b)(4)		8. DELIVERY <input type="checkbox"/> FOB ORIGIN <input checked="" type="checkbox"/> OTHER (See below)
CODE 1CEX7      FACILITY CODE		9. DISCOUNT FOR PROMPT PAYMENT  NET
		10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN: ITEM See Section G, Para. G-1

11. SHIP TO/MARK FOR CODE SEE DISTRIBUTION LIST ATTACHED TO DD FORM 1423	12. PAYMENT WILL BE MADE BY CODE DFAS Columbus Center mailing procedures provided under separate cover
---	---

13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input checked="" type="checkbox"/> 10 USC 2304(a) ( 8) <input type="checkbox"/> 41 USC 253(e) ( 1)	14. ACCOUNTING AND APPROPRIATION DATA See Section G-5
--	--

15A. ITEM NO.	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
See Section B for items 15A through 15F					
15G. TOTAL AMOUNT OF CONTRACT					1,974,578.26

(✓) SEC.	DESCRIPTION	PAGE(S)	(✓) SEC.	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE			PART II - CONTRACT CLAUSES		
✓ A	SOLICITATION/CONTRACT FORM	1	✓ I	CONTRACT CLAUSES	25-4
✓ B	SUPPLIES OR SERVICES AND PRICES/COSTS	2-7	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.		
✓ C	DESCRIPTION/SPEC./WORK STATEMENT		✓ J	LIST OF ATTACHMENTS	47-48
✓ D	PACKAGING AND MARKING	8	PART IV - REPRESENTATIONS AND INSTRUCTIONS		
✓ E	INSPECTION AND ACCEPTANCE	9	✓ K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERS	
✓ F	DELIVERIES OR PERFORMANCE	10-11	✓ L	INSTRS., CONDS., AND NOTICES TO OFFERORS	
✓ G	CONTRACT ADMINISTRATION DATA	12-15	✓ M	EVALUATION FACTORS FOR AWARD	
✓ H	SPECIAL CONTRACT REQUIREMENTS	16-24			

CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE

17. <input checked="" type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return 1 copy 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 AND TITLE OF SIGNER (Type or print)  See Page 1A NAME OF CONTRACTOR	19C. DATE SIGNED	20A. NAME OF CONTRACTING OFFICER  See Page 1A	20B. UNITED STATES OF AMERICA  BY _____ (Signature of Contracting Officer)	20C. DATE SIGNED
--	------------------	---	---	------------------

000211

PART I - THE SCHEDULE

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

B-1. LINE ITEM DESCRIPTION: In accordance with this contract, the contractor, independently and not as an agent of the Government, shall provide all necessary materials, labor, equipment, and facilities, except as specified herein to be furnished by the Government, and shall do all that which is necessary or incident to the satisfactory and timely performance of the following Contract Line Item Number (CLIN):

<u>CLIN</u>	<u>SUPPLIES OR SERVICES</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>AMOUNT</u>
<u>BASIC (SEGMENT 1)</u>				
0001	Scope of Work SW-JLENS-16-97, dated 13 Jan 98, titled "JLENS Demonstration Program", incorporated herein and attached as set forth in Part III, Section J, hereof. Paragraphs designated as S1A in said Scope of Work and the contractor's Risk Mitigation Approach attached to this contract as Attachment A6.	1	Task	[REDACTED] (b)(4)
0002	Contract Data Requirements List (CDRL), DD Form 1423, Exhibit A, consisting of Exhibit Line Item Nos. A001, A002, A004, A006, A008, A015, A019 and A020 incorporated herein and attached as set forth in Part III, Section J, hereof.	1	Lot	Not Separately Priced
0003	Scope of Work SW-JLENS-16-97, dated 13 Jan 98, titled "JLENS Demonstration Program", incorporated herein and attached as set forth in Part III, Section J, hereof. Paragraphs designated as S1B in said Scope of Work.	1	Task	[REDACTED] (b)(4)
0004	Contract Data Requirements List (CDRL), DD Form 1423, Exhibit A, consisting of Exhibit Line Item Nos. A001 through A020, except A004, incorporated herein and attached as set forth in Part III, Section J, hereof.	1	Lot	Not Separately Priced

000212

<u>CLIN</u>	<u>SUPPLIES OR SERVICES</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>AMOUNT</u>
-------------	-----------------------------	-----------------	-------------	---------------

OPTION I (SEGMENT 2)

0005	Scope of Work SW-JLENS-16-97, dated 13 Jan 98, titled "JLENS Demonstration Program", incorporated herein and attached as set forth in Part III, Section J, hereof. Paragraphs designated as S2 in said Scope of Work.	1	Task	[REDACTED] 1 (b)(4)
0006	Contract Data Requirements List (CDRL), DD Form 1423, Exhibit B, consisting of Exhibit Line Item Nos. B001 through B019, incorporated herein and attached as set forth in Part III, Section J, hereof.	1	Lot	Not Separately Priced

OPTION II (SEGMENT 3)

0007	Scope of Work SW-JLENS-16-97, dated 13 Jan 98, titled "JLENS Demonstration Program", incorporated herein and attached as set forth in Part III, Section J, hereof. Paragraphs designated as S3 in said Scope of Work.	1	Task	[REDACTED] (b)(4)
0008	Contract Data Requirements List (CDRL), DD Form 1423, Exhibit C, consisting of Exhibit Line Item Nos. C001 through C002, incorporated herein and attached as set forth in Part III, Section J, hereof.	1	Lot	Not Separately Priced

TOTAL

B-2. ESTIMATED COST FOR CLINs 0001/0002:

- a. The estimated cost of the CLIN, is [REDACTED]
- b. The total CLIN amount is \$1,482,003

(b)(4)

000213

B-3. TARGET COST, TARGET FEE, MINIMUM INCENTIVE FEE, MAXIMUM INCENTIVE FEE, AND INCENTIVE ARRANGEMENT FOR CLINs 0003/0004:

- a. Target cost: [REDACTED]
- b. Target fee: [REDACTED] (b)(4)
- c. Minimum incentive fee: [REDACTED]
- d. Maximum incentive fee: [REDACTED]

B-4. ESTIMATED COST, BASE FEE, MAXIMUM AWARD FEE, AND TOTAL CONTRACT AMOUNT FOR CLINs 0005/0006:

- a. Estimated cost: [REDACTED]
- b. Base fee: [REDACTED] (b)(4)
- c. Estimated cost plus base fee: [REDACTED]
- d. Maximum award fee: [REDACTED]
- e. Total estimated cost, base fee, and maximum award fee: [REDACTED]

B-5. ESTIMATED COST, FIXED FEE, AND TOTAL AMOUNT FOR CLINs 0007/0008:

- a. The estimated cost, exclusive of fixed fee of the contract, is [REDACTED]
- b. The fixed fee of the contract is [REDACTED] (b)(4)
- c. The total contract amount is \$16,171,655.

B-6. COST/SHARE RATIO STRUCTURE FOR CLINs 0001/0002: The performance of the effort required by CLINs 0001 and 0002 shall be on a cost-reimbursement basis.

**SEGMENT 1A RISK MITIGATION:** In accordance with General Provisions FAR 52.216-7, entitled "Allowable Cost and Payment", and FAR 52.216-12, "Cost Sharing Contract - No Fee", as applicable, the total amount for reimbursement of costs for performance under CLINs 0001 and 0002 is as set forth below:

	CLIN 0001	CLIN 0002	TOTAL TARGET COST
Target Cost	[REDACTED]	NSP*	[REDACTED] (b)(4)

\*Not Separately Priced

000214

Notwithstanding FAR 52.232-22, "Limitation of Funds", the contractor agrees to the following cost share ratio:

(b)(4)  
[redacted] (government/contractor) for the total allowable cost of CLINs 0001 and 0002 until the allowable cost equals [redacted]. Notwithstanding any other provision of the contract, the Government will reimburse the contractor [redacted] of the allowable cost of performance under CLINs 0001 and 0002 until the allowable cost equals [redacted], at which point the contractor shall continue performance of the effort required by CLINs 0001 and 0002 at a share ratio of [redacted] (government/contractor) until completion or until the contractor's share equals [redacted], whichever ever occurs first. All costs in excess of the amount when the contractor's share equals [redacted] will be [redacted] government [redacted] contractor.

**B-7. INCENTIVE FEE FOR CLINs 0003/0004:**

SEGMENT 1B DESIGN: In accordance with General Provisions FAR 52.216-7, entitled "Allowable Cost and Payments", and FAR 52.216-10, entitled "Incentive Fee", the total amount for reimbursement of cost and fee for performance under CLINs 0003 and 0004 is set forth below:

Target Cost	[redacted]
Target Fee	[redacted]
Incentive Arrangement:	Maximum Fee - [redacted] Threshold Minimum Fee - [redacted]

(b)(4)

Notwithstanding FAR 52.232-22, "Limitation of Funds", the contractor agrees to the following:

**FAR 52.216-10 INCENTIVE FEE**

Paragraph (e)(1) is stated as follows:  
"(c) Fee Payable. (1) The fee payable under this contract shall be the target fee increased by [redacted] for every dollar that the total allowable cost is less than the target cost or decreased by [redacted] for every dollar that the total allowable cost exceeds the target cost until a threshold minimum fee amount of [redacted] is reached. In no event shall the fee be greater than [redacted]. For allowable costs which exceed the point at which a threshold minimum fee of [redacted] reached, the government's share will be [redacted] and the contractor's share will be [redacted] until the contractor's share equals [redacted] thereafter the government will reimburse the contractor [redacted] of the allowable cost, the contractor's share being [redacted] until the contractor's share of such allowable costs equals [redacted] of target cost at which point the share ratio will be [redacted] government and [redacted] contractor until completion of this CLIN.

(b)(4)

**B-8. AWARD FEE (APPLICABLE TO CLINs 0005/0006):**

a. The contractor's performance hereunder shall be evaluated in accordance with this provision and H-6 "AWARD FEE EVALUATION". Award fee earned by the contractor, as determined by the Award Fee Determining Official, will be awarded by the execution of a unilateral modification to the contract issued approximately sixty (60) days following completion of each award fee period.

000215

b. Fee determinations by the Award Fee Determining Official shall not be subject to the clause of this contract titled "Disputes" and shall be final.

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

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

(1,)(4)

d. Following the award fee determination for the period, the Government will modify the contract to definitize the award fee earned by the contractor. The contractor may, in turn, voucher for the earned award fee.

**B-9. COMPLETION TYPE COST REIMBURSEMENT CONTRACT:**

a. Performance of Contract Line Items 0001/0002, 0003/0004, 0005/0006 (if exercised) and 0007/0008 (if exercised) shall be accomplished on a completion basis as defined in FAR 16.306(d)(1). Pending satisfactory completion of the task, fee payments are provisional and are not final. Fee payments will not become final unless and until the contractor performs the task required by CLINs 0003, 0005 (if exercised), and 0007 (if exercised) and delivers data required by CLINs 0006 (if exercised), and 0008 (if exercised) and such are accepted by the Government as being satisfactory. In the event the task cannot be completed by the contractor within the estimated cost of the CLIN, the Government may require completion of the task without increase in fee, provided the Government increases the estimated cost of the CLIN under the *LIMITATION OF COST or FUNDS* contract clause.

b. CLIN 0001 will be considered complete based upon the completion of CCDD and SOW requirements.

c. CLIN 0003 will be considered complete based upon the completion of CCDD and SOW requirements.

d. CLIN 0005 (if exercised) will be considered complete based upon the completion of establishment of functional system integration laboratory, PTIR/SR fabrication complete and tested on ground, successful JLENS Demonstration, Early User Test (EUT) and SOW requirements.

e. CLIN 0007 (if exercised) will be considered complete based upon the completion of the scope of work requirements.

f. CLINs 0002, 0004, 0006 (if exercised), 0008 (if exercised) will be considered complete based upon a determination that all data and reports have been submitted and accepted, as set forth in Block 8 of each exhibit line item number of the DD Form 1423.

000216

G-6. IMPLEMENTATION OF AND EXPLANATION OF THE RELATIONSHIP OF THE LIMITATION OF FUNDS (LOF) CLAUSE TO FEE OBLIGATIONS: The amount of funds estimated to be required for full performance, including fee(s); the amount of funds allotted pursuant to the Contract Clause hereof entitled, Limitations of Funds; the amount of funds currently obligated for fee; and the estimated period of performance covered by the funds allotted are set forth below. Amounts obligated for fee are separate from and are not to be commingled with the amounts allotted for costs and are not available to the contractor to cover costs in excess of those allotted to the contract for cost.

a. CLINs 0001 and 0002:

(1) Amount Required for Full Funding: \$ 1,482,003

[REDACTED]

(3) Total Amount Allotted and Obligated: \$ 982,003

(b)(4)

(4) Net Amount Required for Full Funding: \$ 500,000

(5) Estimated Period of Performance the Allotted Amount Will Cover: 31 Jan 99

b. CLINs 0003 and 0004:

(1) Amount Required for Full Funding, Including Fee(s): \$ 95,975,823

(2) Amount Allotted Under the LOF Clause for Payment of Target Costs: [REDACTED]

(b)(4)

(3) Amount Separately Obligated for Payment of Target Fee: [REDACTED]

(4) Total Amount Allotted and Obligated: \$ 18,379,523

(5) Net Amount Required for Full Funding: \$ 77,596,300

(6) Estimated Period of Performance the Allotted Amount Will Cover: 11 Sep 98

c. CLINs 0005 and 0006:

(1) Amount Required for Full Funding, Including Fee(s): \$178,557,669

(2) Amount Allotted Under the LOF Clause for Payment of Costs: \$ TBD

(3) Amount Separately Obligated for Payment of Base Fee: \$ \_\_\_\_\_

(4) Amount Separately Obligated for Payment of Award Fee: \$ \_\_\_\_\_

(5) Total Amount Allotted and Obligated: \$ \_\_\_\_\_

(6) Net Amount Required for Full Funding: \$ \_\_\_\_\_

(7) Estimated Period of Performance the Allotted Amount Will Cover:

000217

	<u>PLANNED DATE OF FUNDING</u>	<u>AMOUNT</u>	<u>CUMULATIVE</u>	
CLIN 0003	FY98 - Second Quarter	\$ 798,740	\$ 798,740	
	FY98 - Third Quarter	\$ 6,190,873	\$ 6,989,613	
	FY98 - Fourth Quarter	\$11,389,910	\$ 18,379,523	
	FY99 - First Quarter	\$24,383,121	\$ 42,762,644	
	FY99 - Second Quarter	\$21,352,543	\$ 64,115,187	
	FY99 - Third Quarter	\$20,242,025	\$ 84,357,212	
	FY99 - Fourth Quarter	\$11,618,611	\$ 95,975,823	
	CLIN 0005 (OPTION I)	FY99 - Fourth Quarter	\$ 1,301,395	\$ 1,301,395
FY00 - First Quarter		\$12,495,050	\$ 13,796,445	
FY00 - Second Quarter		\$18,126,572	\$ 31,923,017	
FY00 - Third Quarter		\$28,327,704	\$ 60,250,721	
FY00 - Fourth Quarter		\$25,676,255	\$ 85,926,976	
FY01 - First Quarter		\$23,976,708	\$109,903,684	
FY01 - Second Quarter		\$20,047,262	\$129,950,946	
FY01 - Third Quarter		\$15,622,515	\$145,573,461	
FY01 - Fourth Quarter		\$14,211,480	\$159,784,941	
FY02 - First Quarter		\$ 7,610,339	\$167,395,280	
FY02 - Second Quarter		\$11,162,389	\$178,557,669	
CLIN 0007 (OPTION II)		TBD	TBD	TBD

c. The Government may unilaterally change planned allotments. Such changes in planned allotments will not in and of themselves entitle the contractor to an equitable adjustment under this contract. However, any equitable adjustment which is required will be settled in accordance with the CHANGES clause of the contract. If the contractor incurs costs at a pace which exceeds the foregoing allotment schedule then the contractor shall not be entitled to an increase in the potential award fee unless and to the extent that the accelerated spending is caused by a change to the contract independently changing the work.

d. Nothing herein shall be interpreted as creating an obligation in advance of an appropriation or allotment.

e. At any time the contractor determines that the next planned allotment or any succeeding allotment will not be sufficient, the contractor shall notify the Contracting Officer in writing. In accordance with the LIMITATION OF FUNDS clause, this notice is required 30 days prior to the end of the then current funding period. (This notice is in addition to the notice required by paragraph (c) of the LIMITATION OF FUNDS clause.)

000218

b. Key Personnel List:

<u>NAME</u>	<u>POSITION</u>
[REDACTED]	[REDACTED]

(b)(6)

H-15. PARTNERING FOR SUCCESS: In an effort to most effectively accomplish the objectives of this contract, the government, the contractor, and the contractor's major subcontractors propose to engage in the Partnering process. The objective of Partnering is the establishment of a commitment between government and industry to improve communications and avoid disputes. After award, the parties will decide whether or not to engage in the Partnering process. If the parties decide to engage in Partnering, the parties will also decide the aspects of Partnering most applicable to the performance of this contract. It is intended that the framework for the process will be the Army Space and Missile Defense Command Model Partnering Process. The establishment of a Partnering arrangement will not affect the legal responsibilities of or relationship of the parties and cannot be used to alter, supplement, or deviate from the terms of the contract. Any changes to the contract must be executed in writing by the Contracting Officer.

H-16. PROCUREMENT PRIOR TO CDR: The contractor is authorized to fabricate the items associated with the following prior to CDR:

- a. [REDACTED]
- b. [REDACTED]
- c. Weather Instruments

(b)(3)(A)  
(i)&Title  
10 Sec 130  
(a)(b)

000219

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE S/V/R/U	PAGE 1 OF PAGES 2
2. AMENDMENT/MODIFICATION NO P00014	3. EFFECTIVE DATE 98 AUG 21	4. REQUISITION/PURCHASE REQ. NO. ORDER NO.: ER7D730700-08	5. PROJECT NO. (if applicable)
6. ISSUED BY	CODE W3TRPD	7. ADMINISTERED BY (if other than Item 6)	CODE
U.S. ARMY SPACE AND MISSILE DEFENSE COMMAND CONTR & ACQ MGT OFC, SMDC-CM-CN P.O. BOX 1500, HUNTSVILLE, AL 35807-3801		DEFENSE LOGISTICS AGENCY P.O. BOX 6364 ANAHEIM, CA 92816-0364	
[REDACTED]		SCD: A	ADP: N/A PAS: NONE (b)(6)
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) H & R COMPANY A JOINT VENTURE OF HUGHES AIRCRAFT COMPANY AND THE RAYTHEON COMPANY 2175 PARK PLACE P.O. BOX 902 EL SEGUNDO, CA 90245  ATTN: [REDACTED] (b)(6) TIN: 04-2977414		9A. AMENDMENT OF SOLICITATION NO.  9B. DATED (SEE ITEM 11)  10A. MODIFICATION OF CONTRACT/ORDER NO. DASG60-98-C-0001  10B. DATED (SEE ITEM 13) 98 JAN 30	
CODE TCX7	FACILITY CODE		

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment, (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (if required)  
SEE BLOCK 14.

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14 PURSUANT TO THE AUTHORITY OF FAR 43.103(a).

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

D. OTHER (Specify type of modification and authority)

IMPORTANT: Contractor  is not,  is required to sign this document and return \_\_\_\_\_ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

WHEREAS, the government elects to modify the Accounting and Appropriation Data for the purpose of making offsetting adjustments in the funds allocated.

NOW, THEREFORE, the contract is modified as follows:

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

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)		
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. U.S. ARMY SPACE AND MISSILE DEFENSE COMMAND	16C. DATE SIGNED
(Signature of person authorized to sign)		BY [REDACTED]	21 Aug 98 (b)(6)

PREVIOUS EDITION UNUSABLE

000220

1. Paragraph G-5, ACCOUNTING AND APPROPRIATION DATA, is hereby modified as shown below:

CLINs 0003 and 0004:

ACRN: AB  
ACCT CLASS: 2172040 36 9618 P172419E55 2581 ER7D730700 S01021  
ER7D730700/7HHAER/H  
ORDER NO/PRON: ER7D730700-08 FUNDED AMOUNT: (\$19,764) (P00014)

ACRN: AC  
ACCT CLASS: 2182040 36 9618 P172419E55 2581 ER8D730500 S01021  
ER8D730500/8HHJLE/H  
BMDO ORDER NO: ER8D730500-08 FUNDED AMOUNT: \$19,764 (P00014)

3. The following page substitutions are hereby incorporated into the contract:

DELETE

PAGE 13, MODIFICATION P00012

ADD

PAGE 13, MODIFICATION P00014  
PAGE 13A, MODIFICATION P00014

000221

G-3 CONTRACTING ACTIVITY REPRESENTATIVE

Contract Matters

NAME:  
ORGANIZATIONAL CODE:  
TELEPHONE NUMBERS:  
COMMERCIAL.  
DEFENSE SWITCHED NETWORK (DSN):



(b)(6)  
(b)(6)  
(b)(6)  
(b)(6)

G-4. IDENTIFICATION OF CORRESPONDENCE: All correspondence and data submitted by the contractor under this contract shall reference the contract number.

G-5. ACCOUNTING AND APPROPRIATION DATA:

CLIN 0001

ACRN: AA  
ACCT CLASS: 2182040 36 9618 P172419E55 2587 ER8D730400 S01021  
ER8D730400/8HHLLE/H  
ORDER NO/PRON: ER8D730400-01 FUNDED AMT: \$482,003 (BASIC)  
ER8D730400-02 FUNDED AMT: \$157,983 (P00002)  
ER8D730400-03 FUNDED AMT: \$842,017 (P00009)

ACRN: AD  
ACCT CLASS: 2172040 36 9618 P172419E55 2587 ER7D730800 S01021  
ER7D730800/7HHAER/H  
ORDER NO/PRON: ER7D730800-01 FUNDED AMT: \$842,017 (P00001)  
ER7D730800-02 FUNDED AMT: (\$842,017)(P00008)

CLIN 0003

ACRN: AB  
ACCT CLASS: 2172040 36 9618 P172419E55 2587 ER7D730700 S01021  
ER7D730700/7HHAER/H  
ORDER NO/PRON: ER7D730700-01 FUNDED AMT: \$928,000 (BASIC)  
ER7D730700-02 FUNDED AMT: \$118,467 (P00001)  
ER7D730700-03 FUNDED AMT: \$214,519 (P00001)  
ER7D730700-04 FUNDED AMT: \$180,000 (P00003)  
ER7D730700-05 FUNDED AMT: \$ 20,437 (P00005)  
ER7D730700-06 FUNDED AMT: \$ 11,263 (P00008)  
ER7D730700-07 FUNDED AMT: \$842,017 (P00009)  
ER7D730700-08 FUNDED AMT: (\$ 19,764)(P00014) |

000222

H&R COMPANY

MODIFICATION P00014 TO  
CONTRACT DASG60-98-C-0001  
PAGE 13A OF 49 PAGES  
ADDED: MOD P00014

ACRN:	AC
ACCT CLASS	2182040 36 9618 P172419E55 2587 ER8D730500 S01021 ER8D730500/8HHJLE/H
ORDER NO/PRON:	ER8D730500-01 FUNDED AMT: \$10,517,997 (BASIC) ER8D730500-02 FUNDED AMT: \$ 7,510,846 (P00002) ER8D730500-03 FUNDED AMT: \$ 1,407,652 (P00006) ER8D730500-04 FUNDED AMT: (\$ 1,329,658)(P00007) ER8D730500-05 FUNDED AMT: (\$ 842,017)(P00008) ER8D730500-06 FUNDED AMT: (\$ 1,200,000)(P00012) ER8D730500-08 FUNDED AMT: \$ 19,764 (P00014)

000223

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

1 CONTRACT ID CODE **V** PAGE OF PAGES **1** | **3**

2. AMENDMENT/MODIFICATION NO. **P00015** 3. EFFECTIVE DATE **98 SEP 9** 4. REQUISITION/PURCHASE REQ. NO. **ER8D730500-10** 5. PROJECT NO. (If applicable)

ISSUED BY **A SPACE AND MISSILE DEFENSE COMMAND** CODE **W31RPD** 7. ADMINISTERED BY (If other than item 6) **DEFENSE LOGISTICS AGENCY** CODE  
 SMDG-CM-CN PO BOX 1500 HUNTSVILLE, AL 35807-3801 P. O. BOX 6364 ANAHEIM, CA 92816

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and Zip Code)  
**H&R COMPANY**  
**2175 PARK PLACE**  
**EL SEGUNDO, CA 90245**

9A. AMENDMENT OF SOLICITATION NO.  
 9B. DATED (SEE ITEM 11)  
 10A. MOD. OF CONTRACT/ORDER NO. **DASG60-98-C-0001**  
 10B. DATED (SEE ITEM 13) **30-Jan-1998**

CODE **LCX7** FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS  
 The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer  is extended,  is not extended.  
 Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:  
 (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the document; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN THE REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)  
**SEE SCHEDULE** Decrease: **\$30,000**

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS.  
 IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.  
 B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).  
 C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:  
 D. OTHER (Specify type of modification and authority)  
**UNILATERAL: Contract Clause No. 71, "Limitation of Funds"**  
 E. IMPORTANT: Contractor  is not,  is required to sign this document and return \_\_\_\_\_ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
**WHEREAS, pursuant to the contract clause, "Limitation of Funds," the government elects to withdraw an increment of funds from CLINs 0003 and 0004 (ACRN AC) of the contract, and**  
**NOW, THEREFORE, the contract is modified as follows:**

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

15A. NAME AND TITLE OF SIGNER (Type or print) **[REDACTED]**  
 15B. CONTRACTOR/OFFEROR **[REDACTED]** 15C. DATE SIGNED **[REDACTED]** 16B. SIGNATURE OF CONTRACTING OFFICER **[REDACTED]** 16C. DATE SIGNED **9 Sep 98**

(Signature of person authorized to sign)  
 RECEPTION TO SF 30 APPROVED BY OIRM 11-84 30-105-04 STANDARD FORM 30 (Rev. 10-83) Prescribed by GSA FAR (48 CFR) 53.243

000224

(b)(1) (6)  
 (b)(6)

**CONTINUATION SHEET**REFERENCE NO. OF DOCUMENT BEING CONTINUED  
DASG60-98-C-0001-P00015PAGE  
2 OF 3NAME OF OFFEROR OR CONTRACTOR  
H&R COMPANY

## SECTION SF 30 BLOCK 14 CONTINUATION PAGE

1. Paragraph G-5, ACCOUNTING AND APPROPRIATION DATA, is modified as follows:

CLINs 0001 and 0002:

ACRN: AA  
 ACCT CLASS: 2182040 36 9618 P172419E55 2587 ER8D730400 S01021  
 ER8D730400/8HHLLE/H  
 ORDER NO/PRON: ER8D730400-01 FUNDED AMOUNT: \$482,003 (BASIC)  
 ER8D730400-02 FUNDED AMOUNT: \$157,983 (P00002)  
 ER8D730400-03 FUNDED AMOUNT: \$842,017 (P00009)

ACRN: AD  
 ACCT CLASS: 2172040 36 9618 P172419E55 2587 ER7D730800 S01021  
 ER7D730800/7HHAER/H  
 ORDER NO/PRON: ER7D730800-02 FUNDED AMOUNT: (\$842,017) (P00008)

CLINs 0003 and 0004:

ACRN: AB  
 ACCT CLASS: 2172040 36 9618 P172419E55 2581 ER7D730700 S01021  
 ER7D730700/7HHAER/H  
 ORDER NO/PRON: ER7D730700-06 FUNDED AMOUNT: \$ 11,263 (P00008)  
 ER7D730700-07 FUNDED AMOUNT: \$842,017 (P00009)  
 ER7D730700-08 FUNDED AMOUNT: (\$ 19,764)(P00014)

ACRN: AC  
 ACCT CLASS: 2182040 36 9618 P172419E55 2581 ER8D730500 S01021  
 ER8D730500/8HHJLE/H  
 ORDER NO/PRON: ER8D730500-04 FUNDED AMOUNT: (\$1,329,658) (P00007)  
 ER8D730500-05 FUNDED AMOUNT: (\$ 842,017) (P00008)  
 ER8D730500-06 FUNDED AMOUNT: (\$1,200,000) (P00012)  
 ER8D730500-08 FUNDED AMOUNT: \$ 19,764 (P00014)  
 ER8D730500-10 FUNDED AMOUNT: (\$ 30,000) (P00015)

000225

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
DASG60-98-C-0001-P00015

PAGE  
3 OF 3

NAME OF OFFEROR OR CONTRACTOR  
H&R COMPANY

2. Paragraph G-6, IMPLEMENTATION OF AND EXPLANATION OF THE RELATIONSHIP OF THE LIMITATION OF FUNDS (LOF) CLAUSE TO FEE OBLIGATIONS, is modified as follows:

	<u>PRIOR</u>	<u>THIS MODIFICATION</u>	<u>TOTAL</u>
CLINs 0003 and 0004:			
(1) Amount Required for Full Funding, Including Fee(s):	\$95,975,823	\$ 0	\$95,975,823
(2) Amount Allotted Under the LOF Clause for Payment of Target Costs:	[REDACTED]		(b)(4)
(3) Amount Separately Obligated for Payment of Target Fee:	[REDACTED]		(b)(4)
(4) Total Amount Allotted and Obligated:	\$18,379,523	(\$30,000)	\$18,349,523
(5) Net Amount Required for Full Funding:	\$77,596,300	\$30,000	\$77,626,300
(6) Estimated Period of Performance the Allotted Amount Will Cover:		30 Sep 98	

3. The following page substitutions are hereby incorporated into the contract:

DELETE

PAGE 13A, MODIFICATION P00014  
PAGE 14, MODIFICATION P00013  
PAGE 21, MODIFICATION P00012

ADD

PAGE 13A, MODIFICATION P00015  
PAGE 14, MODIFICATION P00015  
PAGE 21, MODIFICATION P00015

000226

H&R COMPANY

MODIFICATION P00015 TO  
CONTRACT DASG60-98-C-0001  
PAGE 13A OF 49 PAGES  
PREVIOUS: MOD P00014

ACRN: AC  
ACCT CLASS: 2182040 36 9618 P172419E55 2587 ER8D730500 S01021  
ER8D730500/8HHJLE/H  
ORDER NO/PRON: ER8D730500-01 FUNDED AMT: \$10,517,997 (BASIC)  
ER8D730500-02 FUNDED AMT: \$ 7,510,846 (P00002)  
ER8D730500-03 FUNDED AMT: \$ 1,407,652 (P00006)  
ER8D730500-04 FUNDED AMT: (\$ 1,329,658)(P00007)  
ER8D730500-05 FUNDED AMT: (\$ 842,017)(P00008)  
ER8D730500-06 FUNDED AMT: (\$ 1,200,000)(P00012)  
ER8D730500-08 FUNDED AMT: \$ 19,764 (P00014)  
ER8D730500-10 FUNDED AMT: (\$ 30,000)(P00015) }

000227

G-6. IMPLEMENTATION OF AND EXPLANATION OF THE RELATIONSHIP OF THE LIMITATION OF FUNDS (LOF) CLAUSE TO FEE OBLIGATIONS: The amount of funds estimated to be required for full performance, including fee(s); the amount of funds allotted pursuant to the Contract Clause hereof entitled, Limitations of Funds; the amount of funds currently obligated for fee; and the estimated period of performance covered by the funds allotted are set forth below. Amounts obligated for fee are separate from and are not to be commingled with the amounts allotted for costs and are not available to the contractor to cover costs in excess of those allotted to the contract for cost.

a. CLINs 0001 and 0002:  
(1) Amount Required for Full Funding: \$ 1,482,003

[Redacted]

(b)(4)

(3) Total Amount Allotted and Obligated: \$ 500,000  
(4) Net Amount Required for Full Funding: \$ 0  
(5) Estimated Period of Performance the Allotted Amount Will Cover: 31 Jan 99

b. CLINs 0003 and 0004:  
(1) Amount Required for Full Funding, Including Fee(s): \$ 95,975,823

(2) Amount Allotted Under the LOF Clause for Payment of Target Costs: [Redacted]

(b)(4)

(3) Amount Separately Obligated for Payment of Target Fee: [Redacted]

(4) Total Amount Allotted and Obligated: \$ 18,349,523

(5) Net Amount Required for Full Funding: \$ 77,626,300

(6) Estimated Period of Performance the Allotted Amount Will Cover: 30 Sep 98

c. CLINs 0005 and 0006:  
(1) Amount Required for Full Funding, Including Fee(s): \$178,557,669

(2) Amount Allotted Under the LOF Clause for Payment of Costs: \$ TBD

(3) Amount Separately Obligated for Payment of Base Fee: \$ \_\_\_\_\_

(4) Amount Separately Obligated for Payment of Award Fee: \$ \_\_\_\_\_

(5) Total Amount Allotted and Obligated: \$ \_\_\_\_\_

(6) Net Amount Required for Full Funding: \$ \_\_\_\_\_

(7) Estimated Period of Performance the Allotted Amount Will Cover:

000228

H-8. GOVERNMENT-FURNISHED FUELS PROVIDED

Fuels as identified below will be provided through [redacted] in accordance with the clause of this contract entitled Government Property (Cost-Reimbursement, Time and Material, or Labor-Hour Contracts). From time to time the contractor may order with the supplier for partial deliveries of fuel. To assist the Contracting Officer in maintaining accountability of total orders, the contractor shall notify the Contracting Officer when fuels ordered exceed 85 percent of the amount specified below. This is requested for each fuels type listed. The contractor will be financially responsible for orders for fuels in excess of the amount stipulated below:

(b)(3)(A)  
(i)&Title  
10 Sec 130  
(a)(b)

NOMENCLATURE	NATIONAL STOCK NO. (NSN)	UNIT OF ISSUE	QUANTITY AUTHORIZED AS GFP
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H-9. DESIGN SENSITIVITY TO COST (COST AS AN INDEPENDENT VARIABLE): The contractor may propose changes to the proposed design conforming to cost as an independent variable (CAIV). Those changes which do not alter the Aerostat Performance Specification (APS) may be implemented by the contractor 10 working days after notice of intent specifying the changes is provided to the government. Changes which alter the APS by reducing the requirements may only be undertaken without an equitable reduction in the estimated cost and schedule of the contract if the contractor demonstrates 1) a comparable gain in other performance requirements, 2) such changes are acceptable to the government, and 3) the change does not alter the overall estimated cost of the program. In no event, however, shall the contractor propose to reduce or alter the requirements of paragraph A.2 of Appendix A of the APS.

H-10. INCREMENTAL FUNDING OF THE CONTRACT:

a. It is expected that allotments within each fiscal year will be made on an incremental basis in accordance with the LIMITATION OF FUNDS clause.

b. Pursuant to the Limitation of Funds clause, the sum of \$982,003 is presently allotted to CLIN 0001 and available for payment to cover the work to be performed hereunder until 31 Jan 99. The amount of [redacted] is obligated for Potential Fee for a total amount of [redacted] CLIN 0001.

(b)(4)

c. Pursuant to the LIMITATION OF FUNDS clause, the sum of \$16,854,984 is presently allotted to CLIN 0003 and available for payment to cover the work to be performed hereunder until 30 Sep 98. The amount of [redacted] is obligated for Potential Fee (if applicable), for a total amount of [redacted] for CLIN 0003. It is anticipated that funds will be allotted and obligated (combined amounts for Cost and Potential Fee) as follows:

(b)(4)

	PLANNED DATE OF FUNDING	AMOUNT	CUMULATIVE
CLIN 0001	FY98 - Second Quarter	\$546,043	\$ 546,043
	FY98 - Third Quarter	\$934,701	\$1,480,744
	FY98 - Fourth Quarter	\$ 1,259	\$1,482,003

000229

# AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE: U PAGE OF PAGES: 1 | 1

AMENDMENT/MODIFICATION NO. 11-016	3. EFFECTIVE DATE 98 SEP 28	4. REQUISITION/PURCHASE REQ. NO. ERRD730500-10A	5. PROJECT NO. (If applicable)
ISSUED BY SA SPACE AND MISSILE DEFENSE COMMAND MOC-CM-CN O BOX 1500 MONTGOMERY, AL 35807-1401	CODE W31RPD	7. ADMINISTERED BY (If other than item 6) DEFENSE LOGISTICS AGENCY P. O. BOX 0384 ANAHEIM, CA 92818	CODE

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and Zip Code)  H&R COMPANY 2175 PARK PLACE  EL SEGUNDO, CA 90245	9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED (SEE ITEM 11)
	X 10A. MOD. OF CONTRACT/ORDER NO. DABG00-88-C-0001
	X 10B. DATED (SEE ITEM 13) 30-Jan-1998

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer  is extended.  is not extended.

Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:  
 (a) By completing Items 8 and 15, and returning copies of the document; (b) By submitting copies of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN THE REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided such telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)  
SEE SCHEDULE

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS.  
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).

X C. SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:  
FAR 52.242-15, "Stop Work Order Alternate I"

D. OTHER (Specify type of modification and authority)

IMPORTANT: Contractor  is not,  is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
 Page Code: 1CEX7  
 TIN: 04-2977414

Pursuant to the contract clause, "Stop Work Order Alternate I," the government hereby extends the partial Stop Work Order issued by Modification P00010 for thirty (30) days for all work under CLIN 0003 relating to the Master Integrated Program Schedule (MIPS).

15. SIGNATURE AND DATE

DATE SIGNED 9/23/98	BY [Redacted]	DATE SIGNED 28 Sep 98	BY [Redacted]
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16. SIGNATURE AND DATE

17. SIGNATURE AND DATE

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50. SIGNATURE AND DATE

000230

2. AMENDMENT/MODIFICATION NO. P00017 3. EFFECTIVE DATE 98 SEP 23 4. REQUISITION/PURCHASE REQ. NO. 5. PROJECT NO. (If applicable)

6. ISSUED BY CODE W31RPD 7. ADMINISTERED BY (If other than Item 6) CODE  
 US ARMY SPACE AND MISSILE DEFENSE COMMAND CONTR & ACQ MGT OFC, SMDC-CM-CN PO BOX 1500, HUNTSVILLE, AL 35807-3801 (b)(6)  
 DEFENSE LOGISTICS AGENCY PO BOX 6364 ANAHEIM, CA 92816 (b)

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) (X) 9A. AMENDMENT OF SOLICITATION NO.  
 H&R COMPANY 2175 PARK PLACE EL SEGUNDO, CA 90245  
 98. DATED (SEE ITEM 11)  
 10A. MODIFICATION OF CONTRACT/ORDER NO. X DASG60-98-C-0001  
 10B. DATED (SEE ITEM 13) 98 JAN 30  
 CODE FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS  
 The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers  is extended,  is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:  
 (a) By completing items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) SEE SCHEDULE

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.  
 A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.  
 B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).  
 C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:  
 X D. OTHER (Specify type of modification and authority) UNILATERAL: FAR 52.242-15, "STOP-WORK ORDER ALTERNATE I"  
 E. IMPORTANT: Contractor  is not,  is required to sign this document and return \_\_\_\_\_ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
 CAGE CODE: 1CEX7  
 TIN: 04-2977414  
 SEE PAGE 2

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

15A. NAME AND TITLE OF SIGNER (Type or print) 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)  
 CONTRACTOR/OFFEROR 15C. DATE SIGNED 16B. BY (b)(6)  
 (Signature of person authorized to sign) 16C. DATE SIGNED (b)(6) 23 Sep 98 (b)  
 PREVIOUS EDITION UNUSABLE (REV 10-83)

000231

**H&R COMPANY**

**MODIFICATION P00017 TO  
CONTRACT DASG60-98-C-0001  
PAGE 2 OF 2 PAGES**

1. Due to uncertainties with the budget process, pursuant to the contract clause, "Stop-Work Order Alternate I," the government hereby issues a partial Stop Work Order as follows:

Stop all work under CLINs 0001 and 0003 except for (a) activities relating to Roving Sands '99; (b) activities relating to contract restructure including the IPT process of planning for changes to the contract based on a level of funding in accordance with the current budget (activities relating to contract restructure could also include purchase of LLI required to satisfy CFE/CFP windows); and (c) to complete SFR by 30 Sep 98. Submit a weekly report on number of personnel assigned to the program and dollars expended.

2. This stop work order is effective for ninety (90) days unless sooner ended by action of the Contracting Officer in accordance with the Stop Work Order clause of the contract.

3. The Limitation of Funds Clause, FAR 52.232-22, shall apply.

4. Request the contractor acknowledge receipt of this notice by signing and returning it to the Contracting Officer.

**Receipt Acknowledge:**

[Redacted signature area]

(b)(6)  
(b)(6)

**NAME AND TITLE**

9/23/98

**DATE**

000232

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

V 1 2

2. AMENDMENT/MODIFICATION NO. PC0018	3. EFFECTIVE DATE 98 SEP 29	4. REQUISITION/PURCHASE REQ NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY USA SPACE AND MISSILE DEFENSE COMMAND 10C-CM-CN BOX 1500 HUNTSVILLE, AL 35807-3801	CODE W31RPO	7. ADMINISTERED BY (If other than item 6) DEFENSE LOGISTICS AGENCY P O. BOX 8384 ANAHEIM, CA 92816	

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and Zip Code)  H&R COMPANY 2175 PARK PLACE  EL SEGUNDO, CA 90245  CODE	9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED (SEE ITEM 11)
	X 10A. MOD. OF CONTRACT/ORDER NO DASG60-98-C-0001
	X 10B. DATED (SEE ITEM 13) 30-Jan-1998
FACILITY CODE	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer  is extended,  is not extended

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:  
 (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the document. (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN THE REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)  
SEE SCHEDULE

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS.  
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

D. OTHER (Specify type of modification and authority)  
UNILATERAL Contract Clause No.71, "Limitation of Funds"

15. IMPONANT: Contractor  is not,  is required to sign this document and return \_\_\_\_\_ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
 Caga Code: 1CEX7  
 T N: 04-2977414  
 Order No.: ER7D730700-09  
 SEE PAGES:

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

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
15B. CONTRACTOR/OFFEROR	16B. UNITED STATES OF AMERICA
15C. DATE SIGNED	16C. DATE SIGNED
(Signature of person authorized to sign)	BY <i>29 Sep 98</i>

000233

NAME OF OFFEROR OR CONTRACTOR  
H&R COMPANY

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

Whereas, pursuant to the contract clause, "Limitation of Funds," the government elects to allot an additional increment of funds to partially fund CLINs 0003 and 0004 of the contract, and

NOW, THEREFORE, the contract is modified as follows:

1 Paragraph G-5 ACCOUNTING AND APPROPRIATION DATA, is modified to add the following:

CLINs 0003 and 0004:

ACRN: AB  
ACCT CLASS: 2172040 36 9618 P172419E55 2581 ER7D730700 S01021 ER7D730700/7HHAER/H  
ORDER NO: ER7D730700-09  
FUNDED AMT: \$3,296

2. Paragraph G-6. IMPLEMENTATION OF AND EXPLANATION OF THE RELATIONSHIP OF THE LIMITATION OF FUNDS (LOF) CLASUE TO FEE OBLIGATIONS, is modified as follows.

CLINs 0003 and 0004:

	PRIOR	THIS MODIFICATION	TOTAL
(1) Amount Required for Full Funding, Including Fee(s).	\$95,975,823	- 0 -	\$95,975,823
(2) Amount Allotted under the LOF Clause for Payment of Target Costs:			
(3) Amount Separately Obligated			
(4) Amount Separately Obligated and Obligated:	\$12,349,819	\$3,296	\$12,353,115
(5) Net Amount Required for Full Funding:	\$77,626,300	(\$3,296)	\$77,623,004
(6) Estimated Period of Performance the Allotted Amount will cover:			30 Sep 98

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

3. The following page substitutions are hereby incorporated into the contract.

DELETE	ADD
Page 13, Modification P00014	Page 13, Modification P00018
Page 14, Modification P00015	Page 14, Modification P00018

000234

G-3. CONTRACTING ACTIVITY REPRESENTATIVE:

Contract Matters

NAME  
ORGANIZATIONAL CODE  
TELEPHONE NUMBERS:  
COMMERCIAL  
DEFENSE SWITCHED NETWORK (DSN).



(b)(6)  
(b)(7)(C)

(b)(6)  
(b)(7)(C)

G-4. IDENTIFICATION OF CORRESPONDENCE: All correspondence and data submitted by the contractor under this contract shall reference the contract number.

G-5. ACCOUNTING AND APPROPRIATION DATA:

CLIN 0001

ACRN: AA  
ACCT CLASS. 2182040 36 9618 P172419E55 2587 ER8D730400 S01021  
ER8D730400/8HHLLE/H  
ORDER NO/PRON: ER8D730400-01 FUNDED AMT: \$482,003 (BASIC)  
ER8D730400-02 FUNDED AMT: \$157,983 (P00002)  
ER8D730400-03 FUNDED AMT: \$842,017 (P00009)

ACRN: AD  
ACCT CLASS. 2182040 36 9618 P172419E55 2587 ER7D730700 S01021  
ER7D730700/7HHAER/H  
ORDER NO/PRON: ER7D730700-01 FUNDED AMT: \$928,000 (BASIC)  
ER7D730700-02 FUNDED AMT: \$118,467 (P00001)  
ER7D730700-03 FUNDED AMT: \$214,519 (P00001)  
ER7D730700-04 FUNDED AMT: \$180,000 (P00003)  
ER7D730700-05 FUNDED AMT: \$ 20,437 (P00005)  
ER7D730700-06 FUNDED AMT: \$ 11,263 (P00008)  
ER7D730700-07 FUNDED AMT: \$842,017 (P00009)  
ER7D730700-08 FUNDED AMT: (\$ 19,764)(P00014)  
ER7D730700-09 FUNDED AMT: \$ 3,296 (P00018)

CLIN 0003

ACRN: AB  
ACCT CLASS. 2172040 36 9618 P172419E55 2587 ER7D730700 S01021  
ER7D730700/7HHAER/H  
ORDER NO/PRON: ER7D730700-01 FUNDED AMT: \$928,000 (BASIC)  
ER7D730700-02 FUNDED AMT: \$118,467 (P00001)  
ER7D730700-03 FUNDED AMT: \$214,519 (P00001)  
ER7D730700-04 FUNDED AMT: \$180,000 (P00003)  
ER7D730700-05 FUNDED AMT: \$ 20,437 (P00005)  
ER7D730700-06 FUNDED AMT: \$ 11,263 (P00008)  
ER7D730700-07 FUNDED AMT: \$842,017 (P00009)  
ER7D730700-08 FUNDED AMT: (\$ 19,764)(P00014)  
ER7D730700-09 FUNDED AMT: \$ 3,296 (P00018)

000235

G-6. IMPLEMENTATION OF AND EXPLANATION OF THE RELATIONSHIP OF THE LIMITATION OF FUNDS (LOF) CLAUSE TO FEE OBLIGATIONS: The amount of funds estimated to be required for full performance, including fee(s), the amount of funds allotted pursuant to the Contract Clause hereof entitled, Limitations of Funds, the amount of funds currently obligated for fee; and the estimated period of performance covered by the funds allotted are set forth below. Amounts obligated for fee are separate from and are not to be commingled with the amounts allotted for costs and are not available to the contractor to cover costs in excess of those allotted to the contract for cost.

a. CLINs 0001 and 0002:

(1) Amount Required for Full Funding:	\$ 1,482,003
[REDACTED]	
(3) Total Amount Allotted and Obligated:	\$ 982,003
(4) Net Amount Required for Full Funding:	\$ 500,000
(5) Estimated Period of Performance the Allotted Amount Will Cover:	31 Jan 99

(b)  
(4)

b. CLINs 0003 and 0004:

(1) Amount Required for Full Funding, Including Fee(s):	\$ 95,975,823
(2) Amount Allotted Under the LOF Clause for Payment of Target Costs:	[REDACTED]
(3) Amount Separately Obligated for Payment of Target Fee:	[REDACTED]
(4) Total Amount Allotted and Obligated:	\$ 11,352,810
(5) Net Amount Required for Full Funding:	\$ 77,623,004
(6) Estimated Period of Performance the Allotted Amount Will Cover:	30 Sep 98

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

c. CLINs 0005 and 0006:

(1) Amount Required for Full Funding, Including Fee(s):	\$ 178,557,669
(2) Amount Allotted Under the LOF Clause for Payment of Costs:	\$ TBD
(3) Amount Separately Obligated for Payment of Base Fee:	\$ _____
(4) Amount Separately Obligated for Payment of Award Fee:	\$ _____
(5) Total Amount Allotted and Obligated:	\$ _____
(6) Net Amount Required for Full Funding:	\$ _____
(7) Estimated Period of Performance the Allotted Amount Will Cover:	

000236



NAME OF OFFEROR OR CONTRACTOR  
H&R COMPANY

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

WHEREAS, pursuant to the contract clause, "Limitation of Funds," the government elects to withdraw an increment of funds from CLINs 0001 and 0002 (ACRN AA) of the contract, and

NOW, THEREFORE, the contract is modified as follows:

1. Paragraph G-5. ACCOUNTING AND APPROPRIATION DATA, is modified to add the following:

CLINs 0001 and 0002:

ACRN: AA  
ACCT CLASS: 2182040 36 9618 P172419E55 2581 ER8D730400 S01021 ER8D730400/8HHJLE/H  
ORDER NO/PRON: ER8D730400-05 FUNDED AMOUNT: (\$525,000) (MODIFICATION P00019)

2. Paragraph G-6. IMPLEMENTATION OF AND EXPLANATION OF THE RELATIONSHIP OF THE LIMITATION OF FUNDS (LOF) CLAUSE TO FEE OBLIGATIONS, is modified as follows:

- a. CLINs 0001 and 0002:

	PRIOR	THIS MODIFICATION	TOTAL
(1) Amount Required for Full Funding:	\$1,482,003	\$ 0	\$1,482,003
(2) Amount Allotted Under the LOF Clause for Payment of Costs:	(b)(4)		(b)(4)
(3) Total Amount Allotted and Obligated:	\$ 982,003	(\$525,000)	\$ 457,003
(4) Net Amount required for Full Funding:	\$ 500,000	\$525,000	\$1,025,000
(5) Estimated Period of Performance the Allotted Amount will Cover:		23 Sep 98	

3. The following page substitutions are hereby incorporated into the contract:

DELETE  
Page 13, Modification P00018  
Page 14, Modification P00018  
Page 21, Modification P00015

ADD  
Page 13, Modification P00019  
Page 14, Modification P00019  
Page 21, Modification P00019

G-3. CONTRACTING ACTIVITY REPRESENTATIVE:

Contract Matters

NAME:  
ORGANIZATIONAL CODE:  
TELEPHONE NUMBERS:  
COMMERCIAL:  
DEFENSE SWITCHED NETWORK (DSN):



G-4. IDENTIFICATION OF CORRESPONDENCE: All correspondence and data submitted by the contractor under this contract shall reference the contract number.

G-5. ACCOUNTING AND APPROPRIATION DATA:

CLIN 0001

ACRN: AA  
ACCT CLASS: 2182040 36 9618 P172419E55 2581 ER8D730400 S01021  
ER8D730400/8HHLLE/H  
ORDER NO/PRON: ER8D730400-01 FUNDED AMT: \$482,003 (BASIC)  
ER8D730400-02 FUNDED AMT: \$157,983 (P00002)  
ER8D730400-03 FUNDED AMT: \$842,017 (P00009)  
ER8D730400-04 FUNDED AMT: (\$500,000)(P00011)  
ER8D730400-05 FUNDED AMT: (\$525,000)(P00019) (

ACRN: AD  
ACCT CLASS: 2172040 36 9618 P172419E55 2587 ER7D730800 S01021  
ER7D730800/7HHAER/H  
ORDER NO/PRON: ER7D730800-01 FUNDED AMT: \$842,017 (P00001)  
ER7D730800-02 FUNDED AMT: (\$842,017)(P00008)

CLIN 0003

ACRN: AB  
ACCT CLASS: 2172040 36 9618 P172419E55 2587 ER7D730700 S01021  
ER7D730700/7HHAER/H  
ORDER NO/PRON: ER7D730700-01 FUNDED AMT: \$928,000 (BASIC)  
ER7D730700-02 FUNDED AMT: \$118,467 (P00001)  
ER7D730700-03 FUNDED AMT: \$214,519 (P00001)  
ER7D730700-04 FUNDED AMT: \$180,000 (P00003)  
ER7D730700-05 FUNDED AMT: \$ 20,437 (P00005)  
ER7D730700-06 FUNDED AMT: \$ 11,263 (P00008)  
ER7D730700-07 FUNDED AMT: \$842,017 (P00009)  
ER7D730700-08 FUNDED AMT: (\$ 19,764)(P00014)  
ER7D730700-09 FUNDED AMT: \$ 3,296 (P00018)

000239

G-6. IMPLEMENTATION OF AND EXPLANATION OF THE RELATIONSHIP OF THE LIMITATION OF FUNDS (LOF) CLAUSE TO FEE OBLIGATIONS: The amount of funds estimated to be required for full performance, including fee(s); the amount of funds allotted pursuant to the Contract Clause hereof entitled, Limitations of Funds; the amount of funds currently obligated for fee; and the estimated period of performance covered by the funds allotted are set forth below. Amounts obligated for fee are separate from and are not to be commingled with the amounts allotted for costs and are not available to the contractor to cover costs in excess of those allotted to the contract for cost. <sup>4</sup>

a. CLINs 0001 and 0002:

(1) Amount Required for Full Funding: \$ 1,482,003

[REDACTED]

(b)(4)

(3) Total Amount Allotted and Obligated: \$ 457,003

(4) Net Amount Required for Full Funding: \$ 1,025,000

(5) Estimated Period of Performance the Allotted Amount Will Cover: 23 Sep 98

b. CLINs 0003 and 0004:

(1) Amount Required for Full Funding, Including Fee(s): \$ 95,975,823

(2) Amount Allotted Under the LOF Clause for Payment of Target Costs:

[REDACTED]

(b)(4)

(3) Amount Separately Obligated for Payment of Target Fee:

[REDACTED]

(b)(4)

(4) Total Amount Allotted and Obligated: \$ 18,352,819

(5) Net Amount Required for Full Funding: \$ 77,623,004

(6) Estimated Period of Performance the Allotted Amount Will Cover: 30 Sep 98

c. CLINs 0005 and 0006:

(1) Amount Required for Full Funding, Including Fee(s): \$178,557,669

(2) Amount Allotted Under the LOF Clause for Payment of Costs: \$ TBD

(3) Amount Separately Obligated for Payment of Base Fee: \$ \_\_\_\_\_

(4) Amount Separately Obligated for Payment of Award Fee: \$ \_\_\_\_\_

(5) Total Amount Allotted and Obligated: \$ \_\_\_\_\_

(6) Net Amount Required for Full Funding: \$ \_\_\_\_\_

(7) Estimated Period of Performance the Allotted Amount Will Cover:

000240

H-8. GOVERNMENT-FURNISHED FUELS PROVIDED

Fuels as identified below will be provided through [redacted] in accordance with the clause of this contract entitled Government Property (Cost-Reimbursement, Time and Material, or Labor-Hour Contracts). From time to time the contractor may order with the supplier for partial deliveries of fuel. To assist the Contracting Officer in maintaining accountability of total orders, the contractor shall notify the Contracting Officer when fuels ordered exceed 85 percent of the amount specified below. This is requested for each fuels type listed. The contractor will be financially responsible for orders for fuels in excess of the amount stipulated below:

(b)(3)(A)  
(i)&Title  
10 Sec 130  
(a)(b)

NOMENCLATURE	NATIONAL STOCK NO. (NSN)	UNIT OF ISSUE	QUANTITY AUTHORIZED AS GFP
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H-9. DESIGN SENSITIVITY TO COST (COST AS AN INDEPENDENT VARIABLE): The contractor may propose changes to the proposed design conforming to cost as an independent variable (CAIV). Those changes which do not alter the Aerostat Performance Specification (APS) may be implemented by the contractor 10 working days after notice of intent specifying the changes is provided to the government. Changes which alter the APS by reducing the requirements may only be undertaken without an equitable reduction in the estimated cost and schedule of the contract if the contractor demonstrates 1) a comparable gain in other performance requirements, 2) such changes are acceptable to the government, and 3) the change does not alter the overall estimated cost of the program. In no event, however, shall the contractor propose to reduce or alter the requirements of paragraph A.2 of Appendix A of the APS.

H-10. INCREMENTAL FUNDING OF THE CONTRACT:

a. It is expected that allotments within each fiscal year will be made on an incremental basis in accordance with the LIMITATION OF FUNDS clause.

b. Pursuant to the Limitation of Funds clause, the sum of \$457,000 is presently allotted to CLIN 0001 and available for payment to cover the work to be performed hereunder until 23 Sep 98. The amount of [redacted] is obligated for Potential Fee for a total amount of [redacted] for CLIN 0001.

(b)(4)

c. Pursuant to the LIMITATION OF FUNDS clause, the sum of \$16,854,954 is presently allotted to CLIN 0003 and available for payment to cover the work to be performed hereunder until 30 Sep 98. The amount of [redacted] is obligated for Potential Fee (if applicable), for a total amount of [redacted] for CLIN 0003. It is anticipated that funds will be allotted and obligated (combined amounts for Cost and Potential Fee) as follows:

(b)(4)

	PLANNED DATE OF FUNDING	AMOUNT	CUMULATIVE
CLIN 0001	FY98 - Second Quarter	\$546,043	\$ 546,043
	FY98 - Third Quarter	\$934,701	\$1,480,744
	FY98 - Fourth Quarter	\$ 1,259	\$1,482,003

000241

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE V	PAGE OF PAGES 1   3
2. AMENDMENT/MODIFICATION NO. PC0020	3. EFFECTIVE DATE 98 OCT 16	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)		
ISSUED BY 3A SPACE AND MISSILE DEFENSE COMMAND SMDC-CM-CN PO BOX 1500 HUNTSVILLE, AL 35807-3801	CODE W31RPD	7. ADMINISTERED BY (If other than item 6) DEFENSE LOGISTICS AGENCY P O BOX 6364 ANAHEIM, CA 92816		CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and Zip Code)  H&R COMPANY 2175 PARK PLACE  EL SEGUNDO, CA 90245  CODE				9A. AMENDMENT OF SOLICITATION NO.	
				9B. DATED (SEE ITEM 11)	
				X	10A. MOD. OF CONTRACT/ORDER NO. DASG60-98-C-0001
				X	10B. DATED (SEE ITEM 13) 30-Jan-1998
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the document; (b) By acknowledging receipt of this amendment on each copy of the offer submitted, or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN THE REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA (If required) <b>SEE SCHEDULE</b>					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).					
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:					
X D. OTHER (Specify type of modification and authority) Unilateral: Contract Clause No. 71, "Limitation of Funds"					
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Cage Code: 1CEX7 TIN: 04-2977414 Order No.: ER8D730500-11 See Page 2					
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.					
15A. NAME AND TITLE OF SIGNER (Type or print)				16. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
15B. CONTRACTOR/OFFEROR				15C. DATE SIGNED	
(Signature of person authorized to sign)				Signature of Contracting Officer	
RECEPTION TO SF 30 APPROVED BY OIRM 11-84				30-105-04	
				16C. DATE SIGNED 16 Oct 98	

STANDARD FORM 30 (Rev. 10-83)  
Prescribed by GSA  
FAR (48 CFR) 53.243

000242

NAME OF OFFEROR OR CONTRACTOR  
H&R COMPANY

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

Whereas, pursuant to the contract clause, "Limitation of Funds," the government elects to allot an additional increment of funds to partially fund CLINs 0003 and 0004 of the contract, and

NOW, THEREFORE, the contract is modified as follows:

1. Paragraph G-5. ACCOUNTING AND APPROPRIATION DATA, is modified to add the following:

CLINs 0003 and 0004:

ACRN: AC  
ACCT CLASS: 2182040 36 9618 P172419E55 2581 ER8D730500 S01021 ER8D730500/8HHJLE/H  
ORDER NO.: ER8D730500-11  
FUNDED AMT: \$525,000

2. Paragraph G-6. IMPLEMENTATION OF AND EXPLANATION OF THE RELATIONSHIP OF THE LIMITATION OF FUNDS (LOF) CLAUSE TO FEE OBLIGATIONS, is modified as follows:

CLINs 0003 and 0004:

	PRIOR	THIS MODIFICATION	CUMULATIVE TOTAL
(1) Amount Required for Full Funding, Including Fee(s):	\$95,975,823	- 0 -	\$95,975,823
(2) Amount Allotted under the LOF Clause for Payment of Target Costs:	[REDACTED]		(b)(4)
(3) Amount Separately Obligated for Payment of Target Fee:	[REDACTED]		(b)(4)
(4) Total Amount Allotted and Obligated	\$18,352,819	\$525,000	\$18,877,819
(5) Net Amount Required for Full Funding	\$77,623,004	(\$525,000)	\$77,098,004
(6) Estimated Period of Performance the Allotted Amount will cover:		25 Oct 98	

000243

<b>CONTINUATION SHEET</b>	REFERENCE NO. OF DOCUMENT BEING CONTINUED DASG60-98-C-0001-P00020	PAGE 3	OF 3	3
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NAME OF OFFEROR OR CONTRACTOR  
H&R COMPANY

3. The following page substitutions are hereby incorporated into the contract:

DELETE  
Page 13A, Modification P00015  
Page 14, Modification P00019  
Page 21, Modification P00019

ADD  
Page 13A, Modification P00020  
Page 14, Modification P00020  
Page 21, Modification P00020

000244

H&R COMPANY

MODIFICATION P00020 TO  
CONTRACT DASG60-98-C-0001  
PAGE 13A OF 49 PAGES  
PREVIOUS: MOD P00015

ACRN: AC  
ACCT CLASS: 2182040 36 9618 P172419E55 2581 ER8D730500 S01021  
ER8D730500/8HHJLE/H  
ORDER NO/PRON: ER8D730500-01 FUNDED AMT: \$10,517,997 (BASIC)  
ER8D730500-02 FUNDED AMT: \$ 7,510,846 (P00002)  
ER8D730500-03 FUNDED AMT: \$ 1,407,652 (P00006)  
ER8D730500-04 FUNDED AMT: (\$ 1,329,658)(P00007)  
ER8D730500-05 FUNDED AMT: (\$ 842,017)(P00008)  
ER8D730500-06 FUNDED AMT: (\$ 1,200,000)(P00012)  
ER8D730500-08 FUNDED AMT: \$ 19,764 (P00014)  
ER8D730500-10 FUNDED AMT: (\$ 30,000)(P00015)  
ER8D730500-11 FUNDED AMT: \$ 525,000 (P00020)

000245

G-6 IMPLEMENTATION OF AND EXPLANATION OF THE RELATIONSHIP OF THE LIMITATION OF FUNDS (LOF) CLAUSE TO FEE OBLIGATIONS: The amount of funds estimated to be required for full performance, including fee(s); the amount of funds allotted pursuant to the Contract Clause hereof entitled, Limitations of Funds; the amount of funds currently obligated for fee; and the estimated period of performance covered by the funds allotted are set forth below. Amounts obligated for fee are separate from and are not to be commingled with the amounts allotted for costs and are not available to the contractor to cover costs in excess of those allotted to the contract for cost.

a. CLINs 0001 and 0002:

(1) Amount Required for Full Funding: \$ 1,482,003

[Redacted]

(3) Total Amount Allotted and Obligated: \$ 457,003

(4) Net Amount Required for Full Funding: \$ 1,025,000

(5) Estimated Period of Performance the Allotted Amount Will Cover: 23 Sep 98

(b)(4)

b. CLINs 0003 and 0004:

(1) Amount Required for Full Funding, Including Fee(s): \$ 95,975,823

(2) Amount Allotted Under the LOF Clause for Payment of Target Costs:

[Redacted]

(3) Amount Separately Obligated for Payment of Target Fee:

[Redacted]

(b)(4)

(4) Total Amount Allotted and Obligated: \$ 18,877,819

(5) Net Amount Required for Full Funding: \$ 77,098,004

(6) Estimated Period of Performance the Allotted Amount Will Cover: 25 Oct 98

c. CLINs 0005 and 0006:

(1) Amount Required for Full Funding, Including Fee(s): \$178,557,669

(2) Amount Allotted Under the LOF Clause for Payment of Costs: \$ TBD

(3) Amount Separately Obligated for Payment of Base Fee: \$ \_\_\_\_\_

(4) Amount Separately Obligated for Payment of Award Fee: \$ \_\_\_\_\_

(5) Total Amount Allotted and Obligated: \$ \_\_\_\_\_

(6) Net Amount Required for Full Funding: \$ \_\_\_\_\_

(7) Estimated Period of Performance the Allotted Amount Will Cover:

000246

H-8. GOVERNMENT-FURNISHED FUELS PROVIDED

Fuels as identified below will be provided through [redacted] in accordance with the clause of this contract entitled Government Property (Cost-Reimbursement, Time and Material, or Labor-Hour Contracts). From time to time the contractor may order with the supplier for partial deliveries of fuel. To assist the Contracting Officer in maintaining accountability of total orders, the contractor shall notify the Contracting Officer when fuels ordered exceed 85 percent of the amount specified below. This is requested for each fuels type listed. The contractor will be financially responsible for orders for fuels in excess of the amount stipulated below:

(b)(3)(A)  
(i)&Title  
10 Sec 130  
(a)(b)

NOMENCLATURE	NATIONAL STOCK NO. (NSN)	UNIT OF ISSUE	QUANTITY AUTHORIZED AS GFP
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H-9. DESIGN SENSITIVITY TO COST (COST AS AN INDEPENDENT VARIABLE): The contractor may propose changes to the proposed design conforming to cost as an independent variable (CAIV). Those changes which do not alter the Aerostat Performance Specification (APS) may be implemented by the contractor 10 working days after notice of intent specifying the changes is provided to the government. Changes which alter the APS by reducing the requirements may only be undertaken without an equitable reduction in the estimated cost and schedule of the contract if the contractor demonstrates 1) a comparable gain in other performance requirements, 2) such changes are acceptable to the government, and 3) the change does not alter the overall estimated cost of the program. In no event, however, shall the contractor propose to reduce or alter the requirements of paragraph A.2 of Appendix A of the APS.

H-10. INCREMENTAL FUNDING OF THE CONTRACT:

a. It is expected that allotments within each fiscal year will be made on an incremental basis in accordance with the LIMITATION OF FUNDS clause.

b. Pursuant to the Limitation of Funds clause, the sum of \$457,000 is presently allotted to CLIN 0001 and available for payment to cover the work to be performed hereunder until 23 Sep 98. The amount of [redacted] is obligated for Potential Fee for a total amount of [redacted] for CLIN 0001.

(b)(4)

c. Pursuant to the LIMITATION OF FUNDS clause, the sum of \$17,339,844 is presently allotted to CLIN 0003 and available for payment to cover the work to be performed hereunder until 25 Oct 98. The amount of [redacted] is obligated for Potential Fee (if applicable), for a total amount of [redacted] CLIN 0003. It is anticipated that funds will be allotted and obligated (combined amounts for Cost and Potential Fee) as follows:

(b)(4)

	PLANNED DATE OF FUNDING	AMOUNT	CUMULATIVE
CLIN 0001	FY98 - Second Quarter	\$546,043	\$ 546,043
	FY98 - Third Quarter	\$934,701	\$1,480,744
	FY98 - Fourth Quarter	\$ 1,259	\$1,482,003

000247

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				CONTRACT ID CODE V	PAGE OF PAGES 1   3
2. AMENDMENT/MODIFICATION NO. P00021		3. EFFECTIVE DATE 98 OCT 30	4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (if applicable)
6. ISSUED BY A SPACE AND MISSILE DEFENSE COMMAND OC-CM-CN O BOX 1500 HUNTSVILLE, AL 35807-3801		CODE W31RPD	7. ADMINISTERED BY (If other than item 6) DEFENSE LOGISTICS AGENCY P O BOX 6364 ANAHEIM, CA 92816		CODE
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and Zip Code)  H&R COMPANY 2175 PARK PLACE  EL SEGUNDO, CA 90245				9A. AMENDMENT OF SOLICITATION NO.	
				9B. DATED (SEE ITEM 11)	
				X 10A. MOD. OF CONTRACT/ORDER NO. DASG60-98-C-0001	
				X 10B. DATED (SEE ITEM 13) 30-Jan-1998	
CODE		FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the document; (b) By acknowledging receipt of this amendment on each copy of the offer submitted, or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN THIS REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA (If required) SEE SCHEDULE					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).					
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:					
D. OTHER (Specify type of modification and authority) Unilateral: Contract Clause No. 71, "Limitation of Funds"					
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Cage Code: 1CEX7 TIN: 04-2977414 Order No.: ER9D730100-01 See Page 2					
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.					
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)		
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED	16B. UNITED STATES OF AMERICA		16C. DATE SIGNED
(Signature of person authorized to sign)			BY [Redacted Signature] (Signature of Contracting Officer)		30 Oct 98 (b)(6)

RECEPTION TO SF 30  
PROVED BY OIRM 11-84

30-105-04

STANDARD FORM 30 (Rev. 10-83)  
Prescribed by GSA  
FAR (48 CFR) 53.243

000248

NAME OF OFFEROR OR CONTRACTOR  
H&R COMPANY

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

Whereas, pursuant to the contract clause, "Limitation of Funds," the government elects to allot an additional increment of funds to partially fund CLINs 0003 and 0004 of the contract, and

Now, Therefore, the contract is modified as follows:

1. Paragraph G-5. ACCOUNTING AND APPROPRIATION DATA, is modified to add the following:

CLINs 0003 and 0004:

ACRN: AEI  
 ACCT CLASS: 2192040 36 9618 P172419E55 2581 ER9D730100 S01021 ER9D730100/9HHJLE/H  
 ORDER NO.: ER9D730100-01  
 FUNDED AMT: \$3,243,000

2. Paragraph G-6. IMPLEMENTATION OF AND EXPLANATION OF THE RELATIONSHIP OF THE LIMITATION OF FUNDS (LOF) CLAUSE TO FEE OBLIGATIONS, is modified as follows:

CLINs 0003 and 0004:

	PRIOR	THIS MODIFICATION	CUMULATIVE TOTAL
(1) Amount Required for Full Funding, Including Fee(s):	\$95,975,823	- 0 -	\$95,975,823
(2) Amount Allotted under the LOF Clause for Payment of Target Costs:	[REDACTED] (b)(4)		
(3) Amount Separately Obligated for Payment of Target Fee:	[REDACTED] (b)(4)		
(4) Total Amount Allotted and Obligated:	\$18,877,819	\$3,243,000	\$22,120,819
(5) Net Amount Required for Full Funding:	\$77,098,004	(\$3,243,000)	\$73,855,004
(6) Estimated Period of Performance the Allotted Amount will cover:		22 Jan 99	

000249

**CONTINUATION SHEET**REFERENCE NO. OF DOCUMENT BEING CONTINUED  
DASG60-98-C-0001-P00021PAGE  
3 OF 3NAME OF OFFEROR OR CONTRACTOR  
H&R COMPANY

3. The following page substitutions are hereby incorporated into the contract:

**DELETE**Page 13A, Modification P00020  
Page 14, Modification P00020  
Page 21, Modification P00020**ADD**Page 13A, Modification P00021  
Page 14, Modification P00021  
Page 21, Modification P00021

000250

H&R COMPANY

MODIFICATION P00021 TO  
CONTRACT DASG60-98-C-0001  
PAGE 13A OF 49 PAGES  
PREVIOUS: MOD P00020

ACRN: AC  
ACCT CLASS: 2182040 36 9618 P172419E55 2581 ER8D730500 S01021  
ER8D730500/8HHJLE/H  
ORDER NO/PRON: ER8D730500-01 FUNDED AMT: \$10,517,997 (BASIC)  
ER8D730500-02 FUNDED AMT: \$ 7,510,846 (P00002)  
ER8D730500-03 FUNDED AMT: \$ 1,407,652 (P00006)  
ER8D730500-04 FUNDED AMT: (\$ 1,329,658)(P00007)  
ER8D730500-05 FUNDED AMT: (\$ 842,017)(P00008)  
ER8D730500-06 FUNDED AMT: (\$ 1,200,000)(P00012)  
ER8D730500-08 FUNDED AMT: \$ 19,764 (P00014)  
ER8D730500-10 FUNDED AMT: (\$ 30,000)(P00015)  
ER8D730500-11 FUNDED AMT: \$ 525,000 (P00020)

ACRN: ~~AC~~  
ACCT CLASS: 2192040 36 9618 P172419E55 2581 ER9D730100 S01021  
ER9D730100/9HHJLE/H  
ORDER NO/PRON: ER9D730100-01 FUNDED AMT: \$3,243,000 (P00021)

000251

G-6. IMPLEMENTATION OF AND EXPLANATION OF THE RELATIONSHIP OF THE LIMITATION OF FUNDS (LOF) CLAUSE TO FEE OBLIGATIONS: The amount of funds estimated to be required for full performance, including fee(s); the amount of funds allotted pursuant to the Contract Clause hereof entitled, Limitations of Funds; the amount of funds currently obligated for fee; and the estimated period of performance covered by the funds allotted are set forth below. Amounts obligated for fee are separate from and are not to be commingled with the amounts allotted for costs and are not available to the contractor to cover costs in excess of those allotted to the contract for cost.

a. CLINs 0001 and 0002:

(1) Amount Required for Full Funding:	\$ 1,482,003	
[REDACTED]		(b)(4)
(3) Total Amount Allotted and Obligated:	\$ 457,003	
(4) Net Amount Required for Full Funding:	\$ 1,025,000	
(5) Estimated Period of Performance the Allotted Amount Will Cover:	23 Sep 98	

b. CLINs 0003 and 0004:

(1) Amount Required for Full Funding, Including Fee(s):	\$ 95,975,823	
(2) Amount Allotted Under the LOF Clause for Payment of Target Costs:	[REDACTED]	(b)(4)
(3) Amount Separately Obligated for Payment of Target Fee:	[REDACTED]	
(4) Total Amount Allotted and Obligated:	\$ 22,120,819	
(5) Net Amount Required for Full Funding:	\$ 73,855,004	
(6) Estimated Period of Performance the Allotted Amount Will Cover:	22 Jan 99	

c. CLINs 0005 and 0006:

(1) Amount Required for Full Funding, Including Fee(s):	\$178,557,669
(2) Amount Allotted Under the LOF Clause for Payment of Costs:	\$ <u>TBD</u>
(3) Amount Separately Obligated for Payment of Base Fee:	\$ _____
(4) Amount Separately Obligated for Payment of Award Fee:	\$ _____
(5) Total Amount Allotted and Obligated:	\$ _____
(6) Net Amount Required for Full Funding:	\$ _____
(7) Estimated Period of Performance the Allotted Amount Will Cover:	

000252

H-8. GOVERNMENT-FURNISHED FUELS PROVIDED

Fuels as identified below will be provided through [redacted] in accordance with the clause of this contract entitled Government Property (Cost-Reimbursement, Time and Material, or Labor-Hour Contracts). From time to time the contractor may order with the supplier for partial deliveries of fuel. To assist the Contracting Officer in maintaining accountability of total orders, the contractor shall notify the Contracting Officer when fuels ordered exceed 85 percent of the amount specified below. This is requested for each fuels type listed. The contractor will be financially responsible for orders for fuels in excess of the amount stipulated below:

(b)(3)(A)  
(i)&Title  
10 Sec 130  
(a)(b)

NOMENCLATURE	NATIONAL STOCK NO. (NSN)	UNIT OF ISSUE	QUANTITY AUTHORIZED AS GFP
--------------	--------------------------	---------------	----------------------------

H-9. DESIGN SENSITIVITY TO COST (COST AS AN INDEPENDENT VARIABLE): The contractor may propose changes to the proposed design conforming to cost as an independent variable (CAIV). Those changes which do not alter the Aerostat Performance Specification (APS) may be implemented by the contractor 10 working days after notice of intent specifying the changes is provided to the government. Changes which alter the APS by reducing the requirements may only be undertaken without an equitable reduction in the estimated cost and schedule of the contract if the contractor demonstrates 1) a comparable gain in other performance requirements, 2) such changes are acceptable to the government, and 3) the change does not alter the overall estimated cost of the program. In no event, however, shall the contractor propose to reduce or alter the requirements of paragraph A.2 of Appendix A of the APS.

H-10. INCREMENTAL FUNDING OF THE CONTRACT:

a. It is expected that allotments within each fiscal year will be made on an incremental basis in accordance with the LIMITATION OF FUNDS clause.

b. Pursuant to the Limitation of Funds clause, the sum of \$457,000 is presently allotted to CLIN 0001 and available for payment to cover the work to be performed hereunder until 23 Sep 98. The amount of [redacted] obligated for Potential Fee for a total amount [redacted] for CLIN 0001.

(b)(4)

c. Pursuant to the LIMITATION OF FUNDS clause, the sum of \$20,316,210 is presently allotted to CLIN 0003 and available for payment to cover the work to be performed hereunder until 22 Jan 99. The amount of [redacted] obligated for Potential Fee (if applicable), for a total amount of [redacted] for CLIN 0003. It is anticipated that funds will be allotted and obligated (combined amounts for Cost and Potential Fee) as follows:

(b)(4)

	PLANNED DATE OF FUNDING	AMOUNT	CUMULATIVE
CLIN 0001	FY98 - Second Quarter	\$546,043	\$ 546,043
	FY98 - Third Quarter	\$934,701	\$1,480,744
	FY98 - Fourth Quarter	\$ 1,259	\$1,482,003

000253

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>				1. CONTRACT ID CODE <b>V</b>	PAGE OF PAGES <b>1   2</b>
2. AMENDMENT/MODIFICATION NO. <b>22</b>		3. EFFECTIVE DATE <b>98 DEC 14</b>	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)	
6. ISSUED BY USA SPACE AND MISSILE DEFENSE COMMAND SMDC-CM-CN PO BOX 1800 HUNTSVILLE, AL 35807-3801		CODE <b>W31RFD</b>	7. ADMINISTERED BY (If other than item 6) DEFENSE LOGISTICS AGENCY P. O. BOX 6384 ANNARIM, CA 92818		CODE
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and Zip Code)  <b>H&amp;R COMPANY 2175 PARK PLACE  EL SEGUNDO, CA 90245</b>				9A. AMENDMENT OF SOLICITATION NO.	
				9B. DATED (SEE ITEM 11)	
				X 10A. MOD. OF CONTRACT/ORDER NO. <b>DASG90-88-C-0001</b>	
				X 10B. DATED (SEE ITEM 13) <b>30-Jan-1998</b>	
CODE		FACILITY CODE			
<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 13, and returning _____ copies of the document; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN THE REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided such telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA (If required) <b>SEE SCHEDULE</b>					
<b>13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.</b>					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) <b>THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.</b>					
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B). <b>THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.249-15, "Stop Work Order"</b>					
D. OTHER (Specify type of modification and authority)					
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <b>1</b> copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) <b>Cage Code: 1CEX7 TIN: 04-3977414 Order No.: ER98D730100-01A See Page 2</b>					
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as hereinafter changed, remain unchanged and in full force and effect.					
15A. CONTRACT NUMBER (Type or print) <b>MGR MAJOR PROGRAMS CONTRACTS</b>		15B. DATE SIGNED <b>12-14-98</b>		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) <b>(b)(6)</b>	
15C. DATE SIGNED <b>12-14-98</b>		16B. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) <b>(b)(6)</b>		16C. DATE SIGNED <b>(b)(6)</b>	

OPTION TO SF 30  
APPROVED BY OIRM 11-44

30-109-04

STANDARD FORM 30 (Rev. 10-83)  
Prescribed by GSA  
FAR (48 CFR) 53.243

000254

**CONTINUATION SHEET**REFERENCE NO. OF DOCUMENT BEING CONTINUED  
DASG60-98-C-0001-P00022PAGE  
2 OF 2NAME OF OFFEROR OR CONTRACTOR  
H&R COMPANY

## SECTION SF 30 BLOCK 14 CONTINUATION PAGE

Based on the FY 99 Appropriation Act the amount of FY99 planned funding for Contract DASG60-98-C-0001 will not exceed \$8.5M. The Stop Work Order agreed to by Modification P00017 is extended through 30 Sep 99 and is expanded and clarified as follows:

- A. Stop all Work except for [REDACTED] and system/subsystem/sensor engineering to support sensor demonstration planning. (b)(3)(A)  
(i)&Title  
10 Sec 130
- B. Also Stop all work related to CDRLs except CDRLs A001, A005, A006, A016, A017, A019, A020. Work on these CDRLs is limited to report of [REDACTED] activities. (a)(b)
- C. Within the work related to [REDACTED] priority shall be given to development of the JLENS Prototype Processing Station (PPS) and communication payload. This also includes effort for participation in the [REDACTED] demonstration that is part of JLENS preparation for [REDACTED]. This does not include planning or work towards [REDACTED]. (b)(3)(A)  
(i)&Title  
10 Sec  
130 (a)(b)
- D. With respect to C. above, the performance schedule is as follows: The first of a series of technical reviews will be held in Dec 98. This review will be used by the government to determine the readiness of the PPS for participation in [REDACTED]. Final DRRs are scheduled for Feb 99 for [REDACTED] and Apr 99 for [REDACTED]. (b)(3)(A)  
(i)&Title  
10 Sec 130
- E. The government will continue to provide the 71M testbed and/or the 15M platform in FY 99 as GFE to support FY 99 exercises and demonstrations. (a)(b)
- F. The contractor shall participate in program reviews, such as monthly face-to-face PM level meetings, and make maximum use of VTC capability.
- G. Stop all effort associated with JLENS System Model (JSM).

The parties agree that the options for CLINs 0005/0006 and 0007/0008 are extended by the total period of time of the stop work orders issued under this contract, subject to an equitable adjustment, prior to their execution.

000255

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

1. CONTRACT ID CODE: **V** PAGE OF PAGES: **1 | 2**

2. AMENDMENT/MODIFICATION NO.: **P00023**  
 3. EFFECTIVE DATE: **98 DEC 16**  
 4. REQUISITION/PURCHASE REQ. NO.:  
 5. PROJECT NO. (If applicable):

ISSUED BY: **A SPACE AND MISSILE DEFENSE COMMAND** CODE: **W31RPO**  
 7. ADMINISTERED BY (If other than item 6): **DEFENSE LOGISTICS AGENCY** CODE:  
 P. O. BOX 6384  
 ANAHEIM, CA 92618

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and Zip Code):  
**H&R COMPANY**  
**2175 PARK PLACE**  
**EL SEGUNDO, CA 90245**

9A. AMENDMENT OF SOLICITATION NO.  
 9B. DATED (SEE ITEM 11)  
 X 10A. MOD. OF CONTRACT/ORDER NO. **DASG60-98-C-0001**  
 10B. DATED (SEE ITEM 13)  
 X **30-Jan-1998**

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer  is extended.  is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:  
 (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the document; (b) By acknowledging receipt of this amendment on each copy of the offer submitted;  
 or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN THE REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)  
**SEE SCHEDULE**

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS.  
 IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:  
 Mutual Agreement "FAR 43.103(a)"  
 D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor  is not,  is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
 Cage Code: **1CEX7**  
 TIN: **04-2877414**  
 Order No.: **ER9D730100-01B**  
 See Page 2

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

16A. NAME AND TITLE OF CONTRACTING OFFICER: (b)(6)  
 16B. DATE SIGNED: (b)(6)  
 BY: (b)(6)  
 DATE SIGNED: **12/16/98**  
 (Signature of person authorized to sign)

EXCEPTION TO SF 30  
 APPROVED BY OIRM 11-84  
 30-105-0  
 STANDARD FORM 30 (Rev. 10-83)  
 Prescribed by GSA  
 FAR (48 CFR) 53.243

000256

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
DASG60-98-C-0001-P00023

PAGE  
2 OF 2

NAME OF OFFEROR OR CONTRACTOR  
H&R COMPANY

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

Whereas, pursuant to FAR 43.103(b), the government elects to make an administrative correction to the ACRN assigned in Modification P00021, and

Whereas, pursuant to Paragraph H-14 KEY PERSONNEL of the contract, the contractor has requested the consent of the contracting officer for changes to the Key Personnel List in the contract, and

Now, Therefore, the contract is modified as follows:

1. Paragraph G-5. ACCOUNTING AND APPROPRIATION DATA, is modified to correct the ACRN in Modification P00021 for ACCT CLASS 2192040 36 9618 P172419E55 2581 ER9D730100 S01021 ER9D730100/9HHJLE/H from ACRN AD to ACRN AE.
2. Paragraph H-14. KEY PERSONNEL, is modified to change subparagraph b. Key Personnel List to read as follows:

b. Key Personnel List:

NAME

POSITION

[REDACTED]

[REDACTED]

3. The following page substitutions are hereby incorporated into the contract:

**DELETE**

**ADD**

Page 24, Modification P00013  
Page 13A, Modification P00021

Page 24, Modification P00023  
Page 13A, Modification P00023

000257

H&R COMPANY

MODIFICATION P00023 TO  
CONTRACT DASG60-98-C-0001  
PAGE 13A OF 49 PAGES  
PREVIOUS: MOD P00021

ACRN: AC  
ACCT CLASS: 2182040 36 9618 P172419E55 2581 ER8D730500 S01021  
ER8D730500/8HHJLE/H  
ORDER NO/PRON: ER8D730500-01 FUNDED AMT: \$10,517,997 (BASIC)  
ER8D730500-02 FUNDED AMT: \$ 7,510,846 (P00002)  
ER8D730500-03 FUNDED AMT: \$ 1,407,652 (P00006)  
ER8D730500-04 FUNDED AMT: (\$ 1,329,658)(P00007)  
ER8D730500-05 FUNDED AMT: (\$ 842,017)(P00008)  
ER8D730500-06 FUNDED AMT: (\$ 1,200,000)(P00012)  
ER8D730500-08 FUNDED AMT: \$ 19,764 (P00014)  
ER8D730500-10 FUNDED AMT: (\$ 30,000)(P00015)  
ER8D730500-11 FUNDED AMT: \$ 525,000 (P00020)

ACRN: AE  
ACCT CLASS: 2192040 36 9618 P172419E55 2581 ER9D730100 S01021  
ER9D730100/9HHJLE/H  
ORDER NO/PRON: ER9D730100-01 FUNDED AMT: \$3,243,000 (P00021)

000258

b. Key Personnel List:

<u>NAME</u>	<u>POSITION</u>
[REDACTED]	[REDACTED]

H-15. PARTNERING FOR SUCCESS: In an effort to most effectively accomplish the objectives of this contract, the government, the contractor, and the contractor's major subcontractors propose to engage in the Partnering process. The objective of Partnering is the establishment of a commitment between government and industry to improve communications and avoid disputes. After award, the parties will decide whether or not to engage in the Partnering process. If the parties decide to engage in Partnering, the parties will also decide the aspects of Partnering most applicable to the performance of this contract. It is intended that the framework for the process will be the Army Space and Missile Defense Command Model Partnering Process. The establishment of a Partnering arrangement will not affect the legal responsibilities of or relationship of the parties and cannot be used to alter, supplement, or deviate from the terms of the contract. Any changes to the contract must be executed in writing by the Contracting Officer.

H-16. PROCUREMENT PRIOR TO CDR: The contractor is authorized to fabricate the items associated with the following prior to CDR:

- a. [REDACTED]
- b. [REDACTED]
- c. Weather Instruments

(b)(3)(A)(i)&Title  
10 Sec 130 (a)(b)

000259

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				CONTRACT ID CODE V	PAGE OF PAGES 1   4
2. AMENDMENT/MODIFICATION NO. P00024		3. EFFECTIVE DATE 99 JAN 20	4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If applicable)
ISSUED BY A SPACE AND MISSILE DEFENSE COMMAND SMDC-CM-CN PO BOX 1500 HUNTSVILLE, AL 35807-3801		CODE W31RFD	7. ADMINISTERED BY (If other than item 5) DEFENSE LOGISTICS AGENCY P O BOX 6364 ANAHEIM, CA 92815		CODE
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and Zip Code)  H&R COMPANY 2175 PARK PLACE  EL SEGUNDO, CA 90245				9A. AMENDMENT OF SOLICITATION NO.	
				9B. DATED (SEE ITEM 11)	
				X 10A. MOD. OF CONTRACT/ORDER NO DASG60-98-C-0001	
				X 10B. DATED (SEE ITEM 13) 30-Jan-1998	
CODE		FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the document; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN THE REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA (If required) <b>SEE SCHEDULE</b>					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).					
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:					
X D. OTHER (Specify type of modification and authority) UNILATERAL: Contract Clause No. 71, "Limitation of Funds"					
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Cage Code: 1CEX7 TIN: 04-2977414 Order No.: ER9D730100-02 See Page 2					
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.					
15A. NAME AND TITLE OF SIGNER (Type or print)			16. [REDACTED] (b)(6)		
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED		16C. DATE SIGNED	
(Signature of person authorized to sign)		30-105 [REDACTED]		20 JAN 1999 (b)(6)	
RECEPTION TO SF 30		30-105		ORD FORM 30 (Rev. 10-83)	
APPROVED BY OIRM 11-84				Prescribed by GSA FAR (48 CFR) 53.243	

000260

<b>CONTINUATION SHEET</b>	REFERENCE NO. OF DOCUMENT BEING CONTINUED	PAGE
	DASG60-98-C-0001-P00024	2 OF 4

NAME OF OFFEROR OR CONTRACTOR  
H&R COMPANY

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

WHEREAS, pursuant to the contract clause, "Limitation of Funds," the government elects to withdraw an increment of funds from CLINs 0001 and 0002 (ACRN AA) of the contract, and

WHEREAS, pursuant to the contract clause, "Limitation of Funds," the government elects to add an additional increment of funds to partially fund CLINs 0003 and 0004 of the contract, and

NOW, THEREFORE, the contract is modified as follows:

1. Paragraph G-5. ACCOUNTING AND APPROPRIATION DATA, is modified to add the following:

a. CLINs 0001 and 0002:

ACRN: AA

ACCT CLASS: 2182030 36 9618 P172419E55 2581 ER8D730400 S01021 ER8D730400/8HHJLE/H  
ORDER NO/PRON: ER8D730400-06 FUNDED AMOUNT: (\$9,503) MODIFICATION P00024

b. CLINs 0003 and 0004:

ACRN: AC

ACCT CLASS: 2182040 36 9618 P172419E55 2581 ER8D730500 S01021 ER8D730500/8HHJLE/H  
ORDER NO/PRON: ER8D730500-12 FUNDED AMOUNT: \$9,503 MODIFICATION P00024

ACRN: AE

ACCT CLASS: 2192040 36 9618 P172419E55 2581 ER9D730100 S01021 ER9D730100/9HHJLE/H  
ORDER NO/PRON: ER9D730100-02 FUNDED AMOUNT: \$5,257,000 MODIFICATION P00024

000261

**CONTINUATION SHEET**REFERENCE NO. OF DOCUMENT BEING CONTINUED  
DASG60-98-C-0001-P00024PAGE  
3 OF 4NAME OF OFFEROR OR CONTRACTOR  
H&R COMPANY

2. Paragraph G-6. IMPLEMENTATION OF AND EXPLANATION OF THE RELATIONSHIP OF THE LIMITATION OF FUNDS (LOF) CLAUSE TO FEE OBLIGATIONS, is modified as follows:

a. CLINs 0001 and 0002:

	PRIOR	THIS MODIFICATION	TOTAL
(1) Amount Required for Full Funding:	\$1,482,003	- 0 -	\$1,482,003
(2) Amount Allotted under the LOF Clause for Payment of Costs:	(b)(4)		(b)(4)
(3) Total Amount Allotted and Obligated:	\$ 457,003	(\$9,503)	\$ 447,500
(4) Net Amount Required for Full Funding:	\$1,025,000	\$9,503	\$1,034,503
(5) Estimated Period of Performance the Allotted Amount will Cover:		30 Sep 99	

b. CLINs 0003 and 0004:

(1) Amount Required for Full Funding, including Fee(s):	\$95,975,823	- 0 -	\$95,975,823
(2) Amount Allotted under the LOF Clause for Payment of Target Costs:	(b)(4)		(b)(4)
(3) Amount Separately Obligated for Payment of Target Fee:	(b)(4)		(b)(4)
(4) Total Amount Allotted and Obligated:	\$22,120,819	\$5,266,503	\$27,387,322
(5) Net Amount Required for Full Funding:	\$73,855,004	(\$5,266,503)	\$68,588,501
(6) Estimated Period of Performance the Allotted Amount will cover:		30 Sep 99	

000262

<b>CONTINUATION SHEET</b>	REFERENCE NO. OF DOCUMENT BEING CONTINUED	PAGE	
	DASG60-98-C-0001-P00024	4	OF 4

NAME OF OFFEROR OR CONTRACTOR  
H&R COMPANY

3. The following page substitutions are hereby incorporated into the contract:

DELETE	ADD
Page 13, Modification P00019	Page 13, Modification P00024
Page 13A, Modification P00023	Page 13A, Modification P00024
Page 14, Modification P00021	Page 14, Modification P00024
Page 21, Modification P00021	Page 21, Modification P00024

000263

**H&R COMPANY**

**MODIFICATION P00024 TO  
CONTRACT DASG60-98-C-0001  
PAGE 13A OF 49 PAGES  
PREVIOUS: MOD P00023**

ACRN: AC  
ACCT CLASS: 2182040 36 9618 P172419E55 2581 ER8D730500 S01021  
ER8D730500/8HHJLE/H  
ORDER NO/PRON: ER8D730500-01 FUNDED AMT: \$10,517,997 (BASIC)  
ER8D730500-02 FUNDED AMT: \$ 7,510,846 (P00002)  
ER8D730500-03 FUNDED AMT: \$ 1,407,652 (P00006)  
ER8D730500-04 FUNDED AMT: (\$ 1,329,658)(P00007)  
ER8D730500-05 FUNDED AMT: (\$ 842,017)(P00008)  
ER8D730500-06 FUNDED AMT: (\$ 1,200,000)(P00012)  
ER8D730500-08 FUNDED AMT: \$ 19,764 (P00014)  
ER8D730500-10 FUNDED AMT: (\$ 30,000)(P00015)  
ER8D730500-11 FUNDED AMT: \$ 525,000 (P00020)  
ER8D730500-12 FUNDED AMT: \$ 9,503 (P00024)

ACRN: AE  
ACCT CLASS: 2192040 36 9618 P172419E55 2581 ER9D730100 S01021  
ER9D730100/9HHJLE/H  
ORDER NO/PRON: ER9D730100-01 FUNDED AMT: \$3,243,000 (P00021)  
ER9D730100-02 FUNDED AMT: \$5,257,000 (P00024)

000264

G-6. IMPLEMENTATION OF AND EXPLANATION OF THE RELATIONSHIP OF THE LIMITATION OF FUNDS (LOF) CLAUSE TO FEE OBLIGATIONS The amount of funds estimated to be required for full performance, including fee(s); the amount of funds allotted pursuant to the Contract Clause hereof entitled, Limitations of Funds; the amount of funds currently obligated for fee; and the estimated period of performance covered by the funds allotted are set forth below. Amounts obligated for fee are separate from and are not to be commingled with the amounts allotted for costs and are not available to the contractor to cover costs in excess of those allotted to the contract for cost.

a. CLINs 0001 and 0002:

(1) Amount Required for Full Funding:	\$ 1,482,003
(2) Amount Allotted Under the LOF Clause for Payment of Costs:	[REDACTED] (b)(4)
(3) Total Amount Allotted and Obligated:	\$ 447,500
(4) Net Amount Required for Full Funding:	\$ 1,034,503
(5) Estimated Period of Performance the Allotted Amount Will Cover:	30 Sep 99

b. CLINs 0003 and 0004:

(1) Amount Required for Full Funding, Including Fee(s):	\$ 95,975,823
(2) Amount Allotted Under the LOF Clause for Payment of Target Costs:	[REDACTED] (b)(4)
(3) Amount Separately Obligated for Payment of Target Fee:	[REDACTED]
(4) Total Amount Allotted and Obligated:	\$ 27,387,322
(5) Net Amount Required for Full Funding:	\$ 68,588,501
(6) Estimated Period of Performance the Allotted Amount Will Cover:	30 Sep 99

c. CLINs 0005 and 0006:

(1) Amount Required for Full Funding, Including Fee(s):	\$ 178,557,669
(2) Amount Allotted Under the LOF Clause for Payment of Costs:	\$ <u>TBD</u>
(3) Amount Separately Obligated for Payment of Base Fee:	\$ _____
(4) Amount Separately Obligated for Payment of Award Fee:	\$ _____
(5) Total Amount Allotted and Obligated:	\$ _____
(6) Net Amount Required for Full Funding:	\$ _____
(7) Estimated Period of Performance the Allotted Amount Will Cover:	

000265

H-8 GOVERNMENT-FURNISHED FUELS PROVIDED

Fuels as identified below will be provided through [redacted] in accordance with the clause of this contract entitled Government Property (Cost-Reimbursement, Time and Material, or Labor-Hour Contracts). From time to time the contractor may order with the supplier for partial deliveries of fuel. To assist the Contracting Officer in maintaining accountability of total orders, the contractor shall notify the Contracting Officer when fuels ordered exceed 85 percent of the amount specified below. This is requested for each fuels type listed. The contractor will be financially responsible for orders for fuels in excess of the amount stipulated below:

(b)(3)(A)  
(i)&Title 10  
Sec 130 (a)(b)

NOMENCLATURE	NATIONAL STOCK NO. (NSN)	UNIT OF ISSUE	QUANTITY AUTHORIZED AS GFP
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H-9. DESIGN SENSITIVITY TO COST (COST AS AN INDEPENDENT VARIABLE): The contractor may propose changes to the proposed design conforming to cost as an independent variable (CAIV). Those changes which do not alter the Aerostat Performance Specification (APS) may be implemented by the contractor 10 working days after notice of intent specifying the changes is provided to the government. Changes which alter the APS by reducing the requirements may only be undertaken without an equitable reduction in the estimated cost and schedule of the contract if the contractor demonstrates 1) a comparable gain in other performance requirements, 2) such changes are acceptable to the government, and 3) the change does not alter the overall estimated cost of the program. In no event, however, shall the contractor propose to reduce or alter the requirements of paragraph A.2 of Appendix A of the APS.

H-10. INCREMENTAL FUNDING OF THE CONTRACT:

a. It is expected that allotments within each fiscal year will be made on an incremental basis in accordance with the LIMITATION OF FUNDS clause.

b. Pursuant to the Limitation of Funds clause, the sum of \$447,500 is presently allotted to CLIN 0001 and available for payment to cover the work to be performed hereunder until 30 Sep 99. The amount of [redacted] obligated for Potential Fee for a total amount of [redacted] for CLIN 0001.

(b)(4)

c. Pursuant to the LIMITATION OF FUNDS clause, the sum of \$25,149,711 is presently allotted to CLIN 0003 and available for payment to cover the work to be performed hereunder until 30 Sep 99. The amount of [redacted] is obligated for Potential Fee (if applicable), for a total amount of [redacted] for CLIN 0003. It is anticipated that funds will be allotted and obligated (combined amounts for Cost and Potential Fee) as follows:

(b)(4)

	PLANNED DATE OF FUNDING	AMOUNT	CUMULATIVE
CLIN 0001	FY98 - Second Quarter	\$546,043	\$ 546,043
	FY98 - Third Quarter	\$934,701	\$1,480,744
	FY98 - Fourth Quarter	\$ 1,259	\$1,482,003

000266

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

2. AMENDMENT/MODIFICATION NO. **9025**      3. EFFECTIVE DATE **27-Jan-1999**      4. REQUISITION/PURCHASE REQ. NO.      5. PROJECT NO. (If applicable)

ISSUED BY **USA SPACE AND MISSILE DEFENSE COMMAND** CODE **W31RPO**      7. ADMINISTERED BY (If other than item 6) CODE  
**SMDC-CM-CN**      **DEFENSE LOGISTICS AGENCY**  
**PO BOX 1500**      **P O BOX 6364**  
**HUNTSVILLE, AL 35807-3801**      **ANAHEIM, CA 92818**

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and Zip Code)  
**H&R COMPANY**  
**2175 PARK PLACE**  
  
**EL SEGUNDO, CA 90245**

9A. AMENDMENT OF SOLICITATION NO.  
9B. DATED (SEE ITEM 11)  
X 10A. MOD. OF CONTRACT/ORDER NO. **DASG60-98-C-0001**  
10B. DATED (SEE ITEM 13)  
X **30-Jan-1998**

CODE      FACILITY CODE

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer  is extended  is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:  
(a) By completing items 8 and 15, and returning \_\_\_\_\_ copies of the document; (b) By acknowledging receipt of this amendment on each copy of the offer submitted, or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN THE REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

**12. ACCOUNTING AND APPROPRIATION DATA (If required)**  
**SEE SCHEDULE**

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS.**  
**IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) **THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.**

B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

X D. OTHER (Specify type of modification and authority)  
**UNILATERAL: Contract Clause No. 71, "Limitation of Funds"**

E. IMPORTANT: Contractor  is not,  is required to sign this document and return \_\_\_\_\_ copies to the issuing office.

**14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)**  
**Cage Code: 1CEX7**  
**TIN: 04-2977414**  
**Order No.: ER8D730500-14**  
**See Page 2**

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

15A. NAME AND TITLE OF SIGNER (Type or print)      16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)  
\_\_\_\_\_  
\_\_\_\_\_  
15B. CONTRACTOR/OFFEROR      15C. DATE SIGNED      16B. UNITED STATES OF AMERICA      16C. DATE SIGNED  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
16C. DATE SIGNED **27-Jan-1999** (b)(6)

<b>CONTINUATION SHEET</b>	REFERENCE NO. OF DOCUMENT BEING CONTINUED	PAGE
	DASG60-98-C-0001-P00025	2 OF 3

NAME OF OFFEROR OR CONTRACTOR  
H&R COMPANY

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

WHEREAS, pursuant to the contract clause, "Limitation of Funds," the government elects to add an additional increment of funds to partially fund CLINs 0003 and 0004 of the contract, and

NOW, THEREFORE, the contract is modified as follows:

1. Paragraph G-5. ACCOUNTING AND APPROPRIATION DATA, is modified to add the following:

CLINs 0003 and 0004:

ACRN: AC

ACCT CLASS: 2182040 36 9618 P172419E55 2581 ER8D730500 S01021 ER8D730500/8HHJLE/H  
ORDER NO/PRON: ER8D730500-14 FUNDED AMOUNT: \$236,500 MODIFICATION P00025

2. Paragraph G-6. IMPLEMENTATION OF AND EXPLANATION OF THE RELATIONSHIP OF THE LIMITATION OF FUNDS (LOF) CLAUSE TO FEE OBLIGATIONS, is modified as follows:

CLINs 0003 and 0004:

	PRIOR	THIS MODIFICATION	CUMULATIVE TOTAL
(1) Amount Required for Full Funding, Including Fee(s):	\$95,975,823	- 0 -	\$95,975,823
(2) Amount Allotted under the LOF Clause for Payment of Target Costs:	[REDACTED]	[REDACTED]	(b)(4)
(3) Amount Separately Obligated for Payment of Target Fee:	[REDACTED]	[REDACTED]	(b)(4)
(4) Total Amount Allotted and Obligated:	\$27,387,322	\$236,500	\$27,623,822
(5) Net Amount Required for Full Funding:	\$68,588,501	(\$236,500)	\$68,352,001
(6) Estimated Period of Performance the Allotted Amount will cover:		30 Sep 99	

000268

**CONTINUATION SHEET**REFERENCE NO. OF DOCUMENT BEING CONTINUED  
DASG60-98-C-0001-P00025PAGE  
3 OF 3NAME OF OFFEROR OR CONTRACTOR  
H&R COMPANY

3. The following page substitutions are hereby incorporated into the contract:

## DELETE

Page 13A, Modification P00024  
Page 14, Modification P00024  
Page 21, Modification P00024

## ADD

Page 13A, Modification P00025  
Page 14, Modification P00025  
Page 21, Modification P00025

000269

H&R COMPANY

MODIFICATION P00025 TO  
CONTRACT DASG60-98-C-0001  
PAGE 13A OF 49 PAGES  
PREVIOUS: MOD P00024

ACRN: AC  
ACCT CLASS: 2182040 36 9618 P172419E55 2581 ER8D730500 S01021  
ER8D730500/8HHJLE/H  
ORDER NO/PRON: ER8D730500-01 FUNDED AMT: \$10,517,997 (BASIC)  
ER8D730500-02 FUNDED AMT: \$ 7,510,846 (P00002)  
ER8D730500-03 FUNDED AMT: \$ 1,407,652 (P00006)  
ER8D730500-04 FUNDED AMT: (\$ 1,329,658)(P00007)  
ER8D730500-05 FUNDED AMT: (\$ 842,017)(P00008)  
ER8D730500-06 FUNDED AMT: (\$ 1,200,000)(P00012)  
ER8D730500-08 FUNDED AMT: \$ 19,764 (P00014)  
ER8D730500-10 FUNDED AMT: (\$ 30,000)(P00015)  
ER8D730500-11 FUNDED AMT: \$ 525,000 (P00020)  
ER8D730500-12 FUNDED AMT: \$ 9,503 (P00024)  
ER8D730500-14 FUNDED AMT: \$ 236,500 (P00025)

ACRN: AE  
ACCT CLASS: 2192040 36 9618 P172419E55 2581 ER9D730100 S01021  
ER9D730100/9HHJLE/H  
ORDER NO/PRON: ER9D730100-01 FUNDED AMT: \$3,243,000 (P00021)  
ER9D730100-02 FUNDED AMT: \$5,257,000 (P00024)

000270

G-6 IMPLEMENTATION OF AND EXPLANATION OF THE RELATIONSHIP OF THE LIMITATION OF FUNDS (LOF) CLAUSE TO FEE OBLIGATIONS: The amount of funds estimated to be required for full performance, including fee(s); the amount of funds allotted pursuant to the Contract Clause hereof entitled, Limitations of Funds; the amount of funds currently obligated for fee, and the estimated period of performance covered by the funds allotted are set forth below. Amounts obligated for fee are separate from and are not to be commingled with the amounts allotted for costs and are not available to the contractor to cover costs in excess of those allotted to the contract for cost

a CLINs 0001 and 0002:

- (1) Amount Required for Full Funding: \$ 1,482,003
- (2) Amount Allotted Under the LOF Clause for Payment of Costs: [REDACTED]
- (3) Total Amount Allotted and Obligated: \$ 447,500
- (4) Net Amount Required for Full Funding: \$ 1,034,503
- (5) Estimated Period of Performance the Allotted Amount Will Cover: 30 Sep 99

(b)(4)

b. CLINs 0003 and 0004:

- (1) Amount Required for Full Funding, Including Fee(s): \$ 95,975,823
- (2) Amount Allotted Under the LOF Clause for Payment of Target Costs: [REDACTED]
- (3) Amount Separately Obligated for Payment of Target Fee: [REDACTED]
- (4) Total Amount Allotted and Obligated: \$ 27,623,822
- (5) Net Amount Required for Full Funding: \$ 68,352,001
- (6) Estimated Period of Performance the Allotted Amount Will Cover: 30 Sep 99

(b)(4)

c. CLINs 0005 and 0006:

- (1) Amount Required for Full Funding, Including Fee(s): \$178,557,669
- (2) Amount Allotted Under the LOF Clause for Payment of Costs: \$ TBD
- (3) Amount Separately Obligated for Payment of Base Fee: \$ \_\_\_\_\_
- (4) Amount Separately Obligated for Payment of Award Fee: \$ \_\_\_\_\_
- (5) Total Amount Allotted and Obligated: \$ \_\_\_\_\_
- (6) Net Amount Required for Full Funding: \$ \_\_\_\_\_
- (7) Estimated Period of Performance the Allotted Amount Will Cover:

000271

H-8 GOVERNMENT-FURNISHED FUELS PROVIDED

Fuels as identified below will be provided through [redacted] in accordance with the clause of this contract entitled Government Property (Cost-Reimbursement, Time and Material, or Labor-Hour Contracts). From time to time the contractor may order with the supplier for partial deliveries of fuel. To assist the Contracting Officer in maintaining accountability of total orders, the contractor shall notify the Contracting Officer when fuels ordered exceed 85 percent of the amount specified below. This is requested for each fuels type listed. The contractor will be financially responsible for orders for fuels in excess of the amount stipulated below.

(b)(3)(A)  
(i)&Title  
10 Sec 130  
(a)(b)

NOMENCLATURE	NATIONAL STOCK NO. (NSN)	UNIT OF ISSUE	QUANTITY AUTHORIZED AS GFP
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H-9 DESIGN SENSITIVITY TO COST (COST AS AN INDEPENDENT VARIABLE): The contractor may propose changes to the proposed design conforming to cost as an independent variable (CAIV). Those changes which do not alter the Aerostat Performance Specification (APS) may be implemented by the contractor 10 working days after notice of intent specifying the changes is provided to the government. Changes which alter the APS by reducing the requirements may only be undertaken without an equitable reduction in the estimated cost and schedule of the contract if the contractor demonstrates 1) a comparable gain in other performance requirements, 2) such changes are acceptable to the government, and 3) the change does not alter the overall estimated cost of the program. In no event, however, shall the contractor propose to reduce or alter the requirements of paragraph A.2 of Appendix A of the APS.

H-10 INCREMENTAL FUNDING OF THE CONTRACT:

a. It is expected that allotments within each fiscal year will be made on an incremental basis in accordance with the LIMITATION OF FUNDS clause.

b. Pursuant to the Limitation of Funds clause, the sum of \$447,500 is presently allotted to CLIN 0001 and available for payment to cover the work to be performed hereunder until 30 Sep 99. The amount of [redacted] is obligated for Potential Fee for a total amount of [redacted] for CLIN 0001.

(b)(4)

c. Pursuant to the LIMITATION OF FUNDS clause, the sum of \$25,366,766 is presently allotted to CLIN 0003 and available for payment to cover the work to be performed hereunder until 30 Sep 99. The amount of [redacted] is obligated for Potential Fee (if applicable), for a total amount of [redacted] for CLIN 0003. It is anticipated that funds will be allotted and obligated (combined amounts for Cost and Potential Fee) as follows

(b)(4)

	PLANNED DATE OF FUNDING	AMOUNT	CUMULATIVE
CLIN 0001	FY98 - Second Quarter	\$546,043	\$ 546,043
	FY98 - Third Quarter	\$934,701	\$1,480,744
	FY98 - Fourth Quarter	\$ 1,259	\$1,482,003

000272

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				CONTRACT ID CODE	PAGE OF PAGES	
				V	1   2	
2. AMENDMENT/MODIFICATION NO. P00026	3. EFFECTIVE DATE 99 FEB 4	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO (If applicable)			
ISSUED BY A SPACE AND MISSILE DEFENSE COMMAND SMDC-CM-CN PO BOX 1500 HUNTSVILLE, AL 35807-3801	CODE W31RPD	7. ADMINISTERED BY (If other than item 6) DEFENSE LOGISTICS AGENCY P. O. BOX 6364 ANAHEIM, CA 92816		CODE		
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and Zip Code)  H&R COMPANY 2175 PARK PLACE  EL SEGUNDO, CA 90245  CODE FACILITY CODE				9A. AMENDMENT OF SOLICITATION NO.		
				9B. DATED (SEE ITEM 11)		
				X	10A. MOD. OF CONTRACT/ORDER NO DASG60-98-C-0001	
				X	10B. DATED (SEE ITEM 13) 30-Jan-1998	
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS						
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the document; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN THE REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.						
12. ACCOUNTING AND APPROPRIATION DATA (If required) <b>SEE SCHEDULE</b>						
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.						
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.						
X B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).						
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:						
D. OTHER (Specify type of modification and authority)						
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.						
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Cage Code: 1CEX7 TIN: 04-2977414 Order No.: ER9D730100-03						
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.						
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)			
			(b)(6)			
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. SIGNATURE OF CONTRACTOR/OFFEROR	16C. DATE SIGNED			
(Signature of person authorized to sign)		BY (Signature of Contracting Officer)	04-Feb-1999		(b)(6)	

APPROVED BY OIRM 11-84

30-105-04

STANDARD FORM 30 (Rev. 10-83)  
Prescribed by GSA  
FAR (48 CFR) 53.243

000273

**CONTINUATION SHEET**REFERENCE NO. OF DOCUMENT BEING CONTINUED  
DASG60-98-C-0001-P00026PAGE  
2 OF 2NAME OF OFFEROR OR CONTRACTOR  
H&R COMPANY

## SECTION SF 30 BLOCK 14 CONTINUATION PAGE

Modification P00024, first paragraph, is corrected to read: "WHEREAS, pursuant to the contract Clause, "Limitation of Funds," the government elects to add an additional increment of funds to partially fund CLINs 0003 and 0004 of the contract, and "

WHEREAS, the government elects to modify the Accounting and Appropriation Data for the purpose of making offsetting adjustments in the funds allocated, and

NOW, THEREFORE, the contract is modified as follows:

1. Paragraph G-5. ACCOUNTING AND APPROPRIATION DATA, is modified as shown below:

CLINs 0003 and 0004:

ACRN: AE  
ACCT CLASS: 2192040 36 9618 P172419E55 2581 ER9D730100 S01021 ER9D730100/9HHJLE/H  
ORDER NO.: ER9D730100-03 FUNDED AMT: (\$1,000,000) MODIFICATION P00026

ACRN: AC  
ACCT CLASS: 2182040 36 9618 P172419E55 2581 ER8D730500 S01021 ER8D730500/8HHJLE/H  
ORDER NO.: ER8D730500-15 FUNDED AMT: \$1,000,000 MODIFICATION P00026

2. The following page substitutions are incorporated into the contract:

DELETE  
Page 13A, Modification P00025

ADD  
Page 13A, Modification P00026

000274

H&R COMPANY

MODIFICATION P00026 TO  
CONTRACT DASG60-98-C-0001  
PAGE 13A OF 49 PAGES  
PREVIOUS: MOD P00025

ACRN: AC  
ACCT CLASS: 2182040 36 9618 P172419E55 2581 ER8D730500 S01021  
ER8D730500/8HHJLE/H  
ORDER NO/PRON: ER8D730500-01 FUNDED AMT: \$10,517,997 (BASIC)  
ER8D730500-02 FUNDED AMT: \$ 7,510,846 (P00002)  
ER8D730500-03 FUNDED AMT: \$ 1,407,652 (P00006)  
ER8D730500-04 FUNDED AMT: (\$ 1,329,658)(P00007)  
ER8D730500-05 FUNDED AMT: (\$ 842,017)(P00008)  
ER8D730500-06 FUNDED AMT: (\$ 1,200,000)(P00012)  
ER8D730500-08 FUNDED AMT: \$ 19,764 (P00014)  
ER8D730500-10 FUNDED AMT: (\$ 30,000)(P00015)  
ER8D730500-11 FUNDED AMT: \$ 525,000 (P00020)  
ER8D730500-12 FUNDED AMT: \$ 9,503 (P00024)  
ER8D730500-14 FUNDED AMT: \$ 236,500 (P00025)  
ER8D730500-15 FUNDED AMT: \$ 1,000,000 (P00026)

ACRN: AE  
ACCT CLASS: 2192040 36 9618 P172419E55 2581 ER9D730100 S01021  
ER9D730100/9HHJLE/H  
ORDER NO/PRON: ER9D730100-01 FUNDED AMT: \$3,243,000 (P00021)  
ER9D730100-02 FUNDED AMT: \$5,257,000 (P00024)  
ER9D730100-03 FUNDED AMT: (\$1,000,000)(P00026)

000275

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE	PAGE OF PAGES
				V	1   4
2. AMENDMENT/MODIFICATION NO. 027		3. EFFECTIVE DATE 26-Apr-1999	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)	
ISSUED BY USA SPACE AND MISSILE DEFENSE COMMAND SMDC-CM-CN PO BOX 1600 HUNTSVILLE, AL 35807-3801		CODE W31RPO	7. ADMINISTERED BY (If other than item 6) DEFENSE LOGISTICS AGENCY P. O. BOX 6984 ANAHEIM, CA 92816		CODE
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and Zip Code)			9A. AMENDMENT OF SOLICITATION NO.		
H&R COMPANY 2175 PARK PLACE  EL SEGUNDO, CA 90245					
CODE			FACILITY CODE		
			9B. DATED (SEE ITEM 11)		
			X 10A. MOD. OF CONTRACT/ORDER NO. DASG80-08-C-0001		
			X 10B. DATED (SEE ITEM 13) 30-Jan-1999		
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of offers <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended.					
<p>Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:</p> <p>(a) By completing Items 8 and 15, and returning _____ copies of the document; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN THE REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.</p>					
12. ACCOUNTING AND APPROPRIATION DATA (If required) SEE SCHEDULE					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).					
THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.249-15, "Stop Work Order" & FAR 52.232-22 "Limitation of Funds"					
D. OTHER (Specify type of modification and authority)					
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Cage Code: 1CEX7 TIN: 04-2977414 Order No: ER9D740100-01 See Page 2					
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.					
15A.	[REDACTED]		16.	[REDACTED] (b)(6)	
15B.	[REDACTED]		16.	[REDACTED] (b)(6)	
15C. DATE SIGNED		4/26/99		BY [REDACTED] (b)(6)	
RECEPTION TO SF 30		30-103		STANDARD FORM 30 (Rev. 10-83)	
PROVED BY OIRM 11-84				Prescribed by GSA	
				FAR (48 CFR) 53.243	

000276

NAME OF OFFEROR OR CONTRACTOR  
H&R COMPANY

SECTION B Supplies or Services and Prices

1. The Stop Work Order agreed to in Modifications P00017 and P00022 is further modified to release the following tasks from the stop work order:

a. The contractor shall perform JLENS system hardware and software design and modification to support the following [REDACTED] (b)(3)(A)  
(i)&Title 10  
Sec 130 (a)(b)

(1) The contractor shall develop the system level interface-control document (ICD) to include interfaces between the JLENS surrogate Precision Tracking/Illuminating Radar (PTIR), Prototype Processing Station (PPS), [REDACTED] (b)(3)  
(A)

(2) The contractor shall develop and [REDACTED] between the PPS and the surrogate PTIR. (i)&Title  
10 Sec  
130 (a)

(3) The contractor shall develop [REDACTED] This includes, but not limited to, [REDACTED] (b)  
(b)(3)(A)  
(i)&Title  
10 Sec  
130 (a)(b)

(4) The contractor shall develop and [REDACTED] (b)(3)(A)  
(i)&Title  
10 Sec  
130 (a)(b)

(5) The contractor shall modify the PPS [REDACTED] (b)(3)(A)  
(i)&Title  
10 Sec 130  
(a)(b)

b. The contractor shall perform program management and system engineering/test engineering requirements for developing and maintaining program schedule, financial reports, system ICD, system integration plan, system test plan. The contractor shall participate in [REDACTED] (b)(3)(A)  
(i)&Title  
10 Sec 130  
(a)(b)

c. The contractor shall continue to submit data in accordance with CDRLs A001, A005, A006, A016, A017, A019, and A020.

d. The contractor shall support forward pass PDR and CDR and other IPT/technical reviews.

e. The contractor shall support the [REDACTED] (b)(3)(A)  
(i)&Title 10  
Sec 130 (a)(b)

f. The contractor shall submit a final Test Report in accordance with CDRL B015.

g. The government will provide [REDACTED]

**CONTINUATION SHEET**REFERENCE NO. OF DOCUMENT BEING CONTINUED  
DASG60-98-C-0001-P00027PAGE  
3 OF 4NAME OF OFFEROR OR CONTRACTOR  
H&R COMPANY

2. Pursuant to the contract clause, "Limitation of Funds," the contract is modified to withdraw an increment of funds from CLINs 0001 and 0002 and to add an increment of funds to partially fund CLINs 0003 and 0004 as shown below:

a. Paragraph G-5 ACCOUNTING AND APPROPRIATION DATA, is modified to add the following:

CLINs 0001 and 0002:

ACRN: AA  
ACCT CLASS: 2182040 36 9618 P172419E55 2581 ER8D730400 S01021 ER8D730400/8HHJLE/H  
ORDER NO.: ER8D730400-07 FUNDED AMOUNT: (\$7,400) MODIFICATION P00027

CLINs 0003 and 0004:

ACRN: AF  
ACCT CLASS: 9790400.2501 36-6011 P407500.00000 2552 ER9D740100 S01021 ER9D740100/9HHJL6/H  
ORDER NO.: ER9D740100-01 FUNDED AMOUNT: \$4,300,000 MODIFICATION P00027

b. Paragraph G-6. IMPLEMENTATION OF AND EXPLANATION OF THE RELATIONSHIP OF THE LIMITATION OF FUNDS (LOF) CLAUSE TO FEE OBLIGATIONS, is modified as follows:

CLINs 0001 and 0002:

	PRIOR	THIS MODIFICATION	CUMULATIVE TOTAL
(1) Amount Required for Full Funding:	\$ 1,482,000	- 0 -	\$1,482,003
(2) Amount Allotted under the LOF Clause of Payment of Costs:	(b)(4)		(b)(4)
(3) Total Amount Allotted and Obligated:	\$ 447,500	(\$7,400)	\$ 440,100
(4) Net Amount Required for Full Funding:	\$ 1,034,503	\$7,400	\$1,041,903
(5) Estimated Period of Performance the Allotted Amount will cover:		30 Sep 99	

000278

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
DASG60-98-C-0001-P00027

PAGE  
4 OF 4

NAME OF OFFEROR OR CONTRACTOR  
H&R COMPANY

CLINs 0003 and 0004:

	PRIOR	THIS MODIFICATION	CUMULATIVE TOTAL
(1) Amount Required for Full Funding, Including Fee(s):	\$95,975,823	- 0 -	\$95,975,823*
(2) Amount Allotted under the LOF Clause for Payment of Target Costs:	[REDACTED]		
(3) Amount Separately Obligated for Payment of Target Fee:	[REDACTED]		
(4) Total Amount Allotted and Obligated:	\$27,623,822	\$4,300,000	\$31,923,822*
(5) Net Amount Required for Full Funding:	\$68,352,001	(\$4,300,000)	\$64,052,001*
(6) Estimated Period of Performance the Allotted Amount will cover:		30 Sep 99	

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

\*This amount is pending settlement of Modifications P00017, P00022, and P00027

3. The following page substitutions are hereby incorporated into the contract:

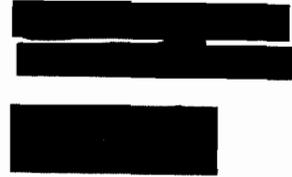
DELETE	ADD
Page 13, Modification P00024	Page 13, Modification P00027
Page 13A, Modification P00026	Page 13A, Modification P00027
Page 14, Modification P00025	Page 14, Modification P00027
Page 21, Modification P00025	Page 21, Modification P00027

000279

G-3. CONTRACTING ACTIVITY REPRESENTATIVE:

Contract Matters

NAME:  
ORGANIZATIONAL CODE:  
TELEPHONE NUMBERS:  
COMMERCIAL:  
DEFENSE SWITCHED NETWORK (DSN):



G-4. IDENTIFICATION OF CORRESPONDENCE: All correspondence and data submitted by the contractor under this contract shall reference the contract number.

G-5. ACCOUNTING AND APPROPRIATION DATA:

CLIN 0001

ACRN:	AA
ACCT CLASS:	2182040 36 9618 P172419E55 2581 ER8D730400 S01021 ER8D730400/8HHJLE/H
ORDER NO/PRON:	ER8D730400-01 FUNDED AMT: \$482,003 (BASIC) ER8D730400-02 FUNDED AMT: \$157,983 (P00002) ER8D730400-03 FUNDED AMT: \$842,017 (P00009) ER8D730400-04 FUNDED AMT: (\$500,000)(P00011) ER8D730400-05 FUNDED AMT: (\$525,000)(P00019) ER8D730400-06 FUNDED AMT: (\$ 9,503)(P00024) ER8D730400-07 FUNDED AMT: (\$ 7,400)(P00027)

ACRN:	AD
ACCT CLASS:	2172040 36 9618 P172419E55 2587 ER7D730800 S01021 ER7D730800/7HHAER/H
ORDER NO/PRON:	ER7D730800-01 FUNDED AMT: \$842,017 (P00001) ER7D730800-02 FUNDED AMT: (\$842,017)(P00008)

CLIN 0003

ACRN:	AB
ACCT CLASS:	2172040 36 9618 P172419E55 2587 ER7D730700 S01021 ER7D730700/7HHAER/H
ORDER NO/PRON:	ER7D730700-01 FUNDED AMT: \$928,000 (BASIC) ER7D730700-02 FUNDED AMT: \$118,467 (P00001) ER7D730700-03 FUNDED AMT: \$214,519 (P00001) ER7D730700-04 FUNDED AMT: \$180,000 (P00003) ER7D730700-05 FUNDED AMT: \$ 20,437 (P00005) ER7D730700-06 FUNDED AMT: \$ 11,263 (P00008) ER7D730700-07 FUNDED AMT: \$842,017 (P00009) ER7D730700-08 FUNDED AMT: (\$ 19,764)(P00014) ER7D730700-09 FUNDED AMT: \$ 3,296 (P00018)

000280

H&R COMPANY

MODIFICATION P00027 TO  
CONTRACT DASG60-98-C-0001  
PAGE 13A OF 49 PAGES  
PREVIOUS: MOD P00026

ACRN: AC  
ACCT CLASS: 2182040 36 9618 P172419E55 2581 ER8D730500 S01021  
ER8D730500/8HHJLE/H  
ORDER NO/PRON: ER8D730500-01 FUNDED AMT: \$10,517,997 (BASIC)  
ER8D730500-02 FUNDED AMT: \$ 7,510,846 (P00002)  
ER8D730500-03 FUNDED AMT: \$ 1,407,652 (P00006)  
ER8D730500-04 FUNDED AMT: (\$ 1,329,658)(P00007)  
ER8D730500-05 FUNDED AMT: (\$ 842,017)(P00008)  
ER8D730500-06 FUNDED AMT: (\$ 1,200,000)(P00012)  
ER8D730500-08 FUNDED AMT: \$ 19,764 (P00014)  
ER8D730500-10 FUNDED AMT: (\$ 30,000)(P00015)  
ER8D730500-11 FUNDED AMT: \$ 525,000 (P00020)  
ER8D730500-12 FUNDED AMT: \$ 9,503 (P00024)  
ER8D730500-14 FUNDED AMT: \$ 236,500 (P00025)  
ER8D730500-15 FUNDED AMT: \$ 1,000,000 (P00026)

ACRN: AE  
ACCT CLASS: 2192040 36 9618 P172419E55 2581 ER9D730100 S01021  
ER9D730100/9HHJLE/H  
ORDER NO/PRON: ER9D730100-01 FUNDED AMT: \$3,243,000 (P00021)  
ER9D730100-02 FUNDED AMT: \$5,257,000 (P00024)  
ER9D730100-03 FUNDED AMT: (\$1,000,000)(P00026)

ACRN: AF  
ACCT CLASS: 9790400.2501 36-6011 P407500.00000 2552 ER9D740100  
S01021 ER9D740100/9HHJL6/H  
ORDER NO/PRON: ER9D740100-01 FUNDED AMT: \$4,300,000 (P00027)

000281

G-6. IMPLEMENTATION OF AND EXPLANATION OF THE RELATIONSHIP OF THE LIMITATION OF FUNDS (LOF) CLAUSE TO FEE OBLIGATIONS: The amount of funds estimated to be required for full performance, including fee(s); the amount of funds allotted pursuant to the Contract Clause hereof entitled, Limitations of Funds; the amount of funds currently obligated for fee; and the estimated period of performance covered by the funds allotted are set forth below. Amounts obligated for fee are separate from and are not to be commingled with the amounts allotted for costs and are not available to the contractor to cover costs in excess of those allotted to the contract for cost.

a. CLINs 0001 and 0002:

(1) Amount Required for Full Funding:	\$ 1,482,003	
(2) Amount Allotted Under the LOF Clause for Payment of Costs:		(b)(4)
(3) Total Amount Allotted and Obligated:	\$ 440,100	
(4) Net Amount Required for Full Funding:	\$ 1,041,903	
(5) Estimated Period of Performance the Allotted Amount Will Cover:	30 Sep 99	

b. CLINs 0003 and 0004:

(1) Amount Required for Full Funding, Including Fee(s):	\$95,975,823*	
(2) Amount Allotted Under the LOF Clause for Payment of Target Costs:		(b)(4)
(3) Amount Separately Obligated for Payment of Target Fee:		
(4) Total Amount Allotted and Obligated:	\$31,923,822*	
(5) Net Amount Required for Full Funding:	\$64,052,001*	
(6) Estimated Period of Performance the Allotted Amount Will Cover:	30 Sep 99	

c. CLINs 0005 and 0006:

(1) Amount Required for Full Funding, Including Fee(s):	\$178,557,669
(2) Amount Allotted Under the LOF Clause for Payment of Costs:	\$ <u>TBD</u>
(3) Amount Separately Obligated for Payment of Base Fee:	\$ _____
(4) Amount Separately Obligated for Payment of Award Fee:	\$ _____
(5) Total Amount Allotted and Obligated:	\$ _____
(6) Net Amount Required for Full Funding:	\$ _____
(7) Estimated Period of Performance the Allotted Amount Will Cover:	

\*THIS AMOUNT IS PENDING SETTLEMENT OF MODIFICATION P00017, P00022 AND P00027.

000282

H-8. GOVERNMENT-FURNISHED FUELS PROVIDED

Fuels as identified below will be provided through [redacted] in accordance with the clause of this contract entitled Government Property (Cost-Reimbursement, Time and Material, or Labor-Hour Contracts). From time to time the contractor may order with the supplier for partial deliveries of fuel. To assist the Contracting Officer in maintaining accountability of total orders, the contractor shall notify the Contracting Officer when fuels ordered exceed 85 percent of the amount specified below. This is requested for each fuels type listed. The contractor will be financially responsible for orders for fuels in excess of the amount stipulated below:

(b)(3)(A)  
(i)&Title  
10 Sec 130  
(a)(b)

NOMENCLATURE	NATIONAL STOCK NO. (NSN)	UNIT OF ISSUE	QUANTITY AUTHORIZED AS GFP
--------------	--------------------------	---------------	----------------------------

H-9. DESIGN SENSITIVITY TO COST (COST AS AN INDEPENDENT VARIABLE): The contractor may propose changes to the proposed design conforming to cost as an independent variable (CAIV). Those changes which do not alter the Aerostat Performance Specification (APS) may be implemented by the contractor 10 working days after notice of intent specifying the changes is provided to the government. Changes which alter the APS by reducing the requirements may only be undertaken without an equitable reduction in the estimated cost and schedule of the contract if the contractor demonstrates 1) a comparable gain in other performance requirements, 2) such changes are acceptable to the government, and 3) the change does not alter the overall estimated cost of the program. In no event, however, shall the contractor propose to reduce or alter the requirements of paragraph A.2 of Appendix A of the APS.

H-10. INCREMENTAL FUNDING OF THE CONTRACT:

a. It is expected that allotments within each fiscal year will be made on an incremental basis in accordance with the LIMITATION OF FUNDS clause.

b. Pursuant to the Limitation of Funds clause, the sum of \$440,100 is presently allotted to CLIN 0001 and available for payment to cover the work to be performed hereunder until 30 Sep 99. The amount of [redacted] is obligated for Potential Fee for a total amount of [redacted] for CLIN 0001.

(b)(4)

c. Pursuant to the LIMITATION OF FUNDS clause, the sum of \$29,313,228 is presently allotted to CLIN 0003 and available for payment to cover the work to be performed hereunder until 30 Sep 99. The amount of [redacted] is obligated for Potential Fee (if applicable), for a total amount of [redacted] for CLIN 0003. It is anticipated that funds will be allotted and obligated (combined amounts for Cost and Potential Fee) as follows:

(b)(4)

	PLANNED DATE OF FUNDING	AMOUNT	CUMULATIVE
CLIN 0001	FY98 - Second Quarter	\$546,043	\$ 546,043
	FY98 - Third Quarter	\$934,701	\$1,480,744
	FY98 - Fourth Quarter	\$ 1,259	\$1,482,003

000283

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

1. CONTRACT ID CODE: V PAGE OF PAGES: 1 | 2

2. AMENDMENT/MODIFICATION NO. <u>028</u>	3. EFFECTIVE DATE <u>11-May-1999</u>	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO (If applicable)
6. ISSUED BY USA SPACE AND MISSILE DEFENSE COMMAND SMDC-CM-CN PO BOX 1500 HUNTSVILLE, AL 35807-3801	CODE <u>W31RFD</u>	7. ADMINISTERED BY (If other than item 6) DEFENSE LOGISTICS AGENCY P. O. BOX 6364 ANAHEIM, CA 92816	

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)  H&R COMPANY 2175 PARK PLACE  EL SEGUNDO, CA 90245  CODE _____ FACILITY CODE _____	9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED (SEE ITEM 11)
	X 10A. MOD. OF CONTRACT/ORDER NO. <u>DASG60-98-C-0001</u>
	X 10B. DATED (SEE ITEM 13) <u>30-Jan-1998</u>

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offer  is extended,  is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:  
 (a) By completing items 8 and 15, and returning \_\_\_\_\_ copies of the document; (b) By acknowledging receipt of this amendment on each copy of the offer submitted, or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN THE REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

**12. ACCOUNTING AND APPROPRIATION DATA (If required)**  
SEE SCHEDULE

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:  
52.204-2 "Security Requirements"

D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor  is not,  is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
 Cage Code: 1CEX7  
 TIN: 04-2977414  
 Order No: ER9D740100-01A  
 See Page 2

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

15B. CONTRACT OFFEROR <u>(b)(6)</u> (Signature of person authorized to sign)	15C. DATE SIGNED <u>5-10-99</u>	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) <u>(b)(6)</u>	16B. DATE SIGNED <u>(b)(6)</u> <u>11 May 99</u>
--	------------------------------------	---	---

OPTION TO SF 30 APPROVED BY OIRM 11-84

000284

STANDARD FORM 30 (Rev. 10-83)  
Prescribed by GSA  
FAR (48 CFR) 53.243

<b>CONTINUATION SHEET</b>	REFERENCE NO. OF DOCUMENT BEING CONTINUED DASG60-98-C-0001-P00028	PAGE 2 OF 2
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NAME OF OFFEROR OR CONTRACTOR  
H&R COMPANY

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SECTION J - LIST OF ATTACHMENTS is modified to delete Contract Security Classification Specification (DD Form 254-E), dated 13 Jan 98, 6 pages and add Contract Security Classification Specification (DD Form 254-E), dated 26 Apr 99, 6 pages.

The parties agree there is no monetary or schedule impact as the result of this modification.

The following page substitution is hereby incorporated into the contract:

DELETE  
Page 47, Basic Contract

ADD  
Page 47, Modification P00028

000285

PART III - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS

<u>TITLE</u>	<u>DATE</u>	<u># OF PAGES</u>
Award/Contract (SF 26) and Continuation Sheets		49
Contract Security Classification Specification (DD Form 254-E)	26 Apr 99	6
Contract Data Requirements List (DD Form 1423) Exhibits A, B, and C, with Distribution List	18 Apr 97	50
Scope of Work SW-JLENS-16-97, "JLENS Demonstration Program" with Attachment 2 (1 page)	13 Jan 98	13
U.S. Army Strategic Defense Command Ballistic Missile Defense (BMD) Classification Guide, incorporated herein by reference. Upon request, the Contracting Officer will provide.	03 Jul 89	132
		
		(b)(7)(E)
U.S. Army Strategic Defense Command Industrial Operations Security (OPSEC) Guide, incorporated herein by reference. Upon request, the Contracting Officer will provide.	Sep 91	88
Military Standard (MIL-STD) 1806, Marking Technical Data Prepared by or for the Department of Defense, incorporated herein by reference.	1 Feb 90	43
Joint Aerostat Project Management Office Aerostat Development Program Security Classification Guide incorporated by reference and previously furnished.	12 Jun 96	28
		
		(b)(7)(E)

000286

**DEPARTMENT OF DEFENSE**  
**CONTRACT SECURITY CLASSIFICATION SPECIFICATION**  
*(The requirements of the National Industrial Security Program Operating Manual apply to all security aspects of this effort)*

1 CLEARANCE AND SAFEGUARDING	(b)(7)(E)
2 FACILITY CLEARANCE REQUIRED	(b)(7)(E)
3 LEVEL OF SAFEGUARDING REQUIRED	(b)(7)(E)

THIS SPECIFICATION IS FOR:  X and complete as applicable

3 THIS SPECIFICATION IS:  (X and complete as applicable) (b)(7)(E)

X	a PRIME CONTRACT NUMBER DASG60-98-C-0001	a. ORIGINAL (Complete date in all cases)	Date (YYMMDD) 980113
	b. SUBCONTRACT NUMBER	X b. REVISED (Supersedes all previous specs)	Revision No 1 Date (YYMMDD) 990426
	c SOLICITATION OR OTHER NUMBER	Due Date (YYMMDD)	c. FINAL (Complete item 5 in all cases)
			Date (YYMMDD)

4 IS THIS A FOLLOW-ON CONTRACT?  YES  NO, if yes, complete the following  
 Classified material received or generated under DASG60-98-C0190 (Preceding Contract Number) is transferred to this follow-on contract

5 IS THIS A FINAL DD FORM 254  YES  NO, if yes, complete the following:  
 In response to the contractor's request dated \_\_\_\_\_, retention of the identified classified material is authorized for a period of \_\_\_\_\_

6 CONTRACTOR (Include Commercial and Government Entity (CAGE) Code)

a. NAME, ADDRESS, AND ZIP H&R Company 2175 Park Place PO Box 902 El Segundo, CA 90245	b. CAGE CODE 1CEX7	c. COGNIZANT SECURITY OFFICE (Name, Address, and Zip Code) Defense Investigative Service Pacific Region, Southern Sector 3605 Long Beach Blvd, Suite 405 Long Beach, CA 90807-4013
---	-----------------------	--

7 SUBCONTRACTOR

a. NAME, ADDRESS, AND ZIP	b. CAGE CODE	c. COGNIZANT SECURITY OFFICE (Name, Address, and Zip Code)
---------------------------	--------------	--

8 ACTUAL PERFORMANCE

--	--	--

9. GENERAL IDENTIFICATION OF THIS PROCUREMENT  
 (b)(3)

10 THIS CONTRACT WILL REQUIRE ACCESS TO	11. IN PERFORMING THIS CONTRACT, THE CONTRACTOR WILL
1 COMMUNICATIONS SECURITY (COMSEC) INFORMATION	a. HAVE ACCESS TO CLASSIFIED INFORMATION ONLY AT ANOTHER CONTRACTOR'S FACILITY OR GOVERNMENT ACTIVITY
2 RESTRICTED DATA	b. RECEIVE CLASSIFIED DOCUMENTS ONLY
3 CRITICAL NUCLEAR WEAPON DESIGN INFORMATION	c. RECEIVE AND GENERATE CLASSIFIED MATERIAL (b)(7)(E)
4 FORMERLY RESTRICTED DATA	d. FABRICATE, MODIFY OR STORE CLASSIFIED HARDWARE
5 INTELLIGENCE INFORMATION	e. PERFORM SERVICES ONLY
(1) Sensitive Compartmented Information (SCI)	f. HAVE ACCESS TO US CLASSIFIED INFORMATION OUTSIDE THE U.S. PUERTO RICO U.S. POSSESSIONS AND
(2) Non-SCI	g. BE AUTHORIZED TO USE THE SERVICES OF THE DEFENSE TECHNICAL INFORMATION CENTER (DTIC) OR OTHER SECONDARY
6 SPECIAL ACCESS INFORMATION	h. REQUIRE A COMSEC ACCOUNT
7 NATO INFORMATION	i. HAVE TEMPSET REQUIREMENTS
8 NON-GOVERNMENT INFORMATION	j. HAVE OPERATIONS SECURITY (OPSEC) REQUIREMENTS
9 FED DISSEMINATION INFORMATION	k. BE AUTHORIZED TO USE THE DEFENSE CARRIER SERVICE
10 FOR OFFICIAL USE ONLY INFORMATION	l. OTHER (Specify)
11 OTHER (Specify)	SEE BLOCK 13 REMARKS

000287

12. PUBLIC RELEASE. Any information (classified or unclassified) pertaining to this contract shall not be released for public dissemination except as provided by the National Industrial Security Program Operating Manual or unless it has been approved for public release by appropriate U.S. Government authority. Proposed public releases shall be submitted for approval prior to release.

DIRECT  THROUGH (Specify)

Deputy Commander, U.S. Army Space and Missile Defense Command  
ATTN: SMDC-PA  
P.O. Box 1500  
Huntsville, Alabama 35807-3801

(b)(3)(A)  
(i)&Title 10 Sec  
130 (a)(b)  
(b)(7)(E)

to the Directorate for Freedom of Information and Security Review, Office of the Assistant Secretary of Defense (Public Affairs)\* for review

13. SECURITY GUIDANCE. The security classification guidance needed for the classified effort is identified below. If any difficulty is encountered in applying the guidance or if any other controlling factor indicates a need for change in this guidance, the contractor is authorized and encouraged to provide recommended changes to challenge the guidance or the classification assigned to any information or material furnished or generated under the contract, and to submit any questions for interpretation of the guidance to the official identified below. Pending final decision, the information involved shall be handled and protected at the highest level of classification assigned or recommended. If it is appropriate for the classified effort, attach or forward under separate cover (enclosed, any document) update or corrects referenced herein. Add additional pages as needed to provide complete guidance.

SEE ATTACHED PAGES

14. ADDITIONAL SECURITY REQUIREMENTS. Requirements, in addition to NISPOM requirements, are established for this contract.  YES  NO (i)&Title 10 Sec 130 (a)(b)  
*(If Yes, identify the pertinent contractual clause in the contract document itself, or provide an appropriate statement which identifies additional requirements. Provide a copy of the requirements to the cognizant security office. Use item 13 if appropriate.)*

(b)(7)(E)

15. INSPECTIONS. ELEMENTS OF THIS CONTRACT ARE OUTSIDE THE INSPECTION RESPONSIBILITY OF THE COGNIZANT SECURITY OFFICE. *(If yes, explain and identify specific areas or elements carved out and the activity responsible for inspections. Use item 13 if more space is needed.)*  YES  NO

16. CLASSIFICATION AND SIGNATURE. Security requirements stated herein are complete and adequate for safeguarding the classified information to be released or generated under this classified effort. All questions shall be referred to the official named below.

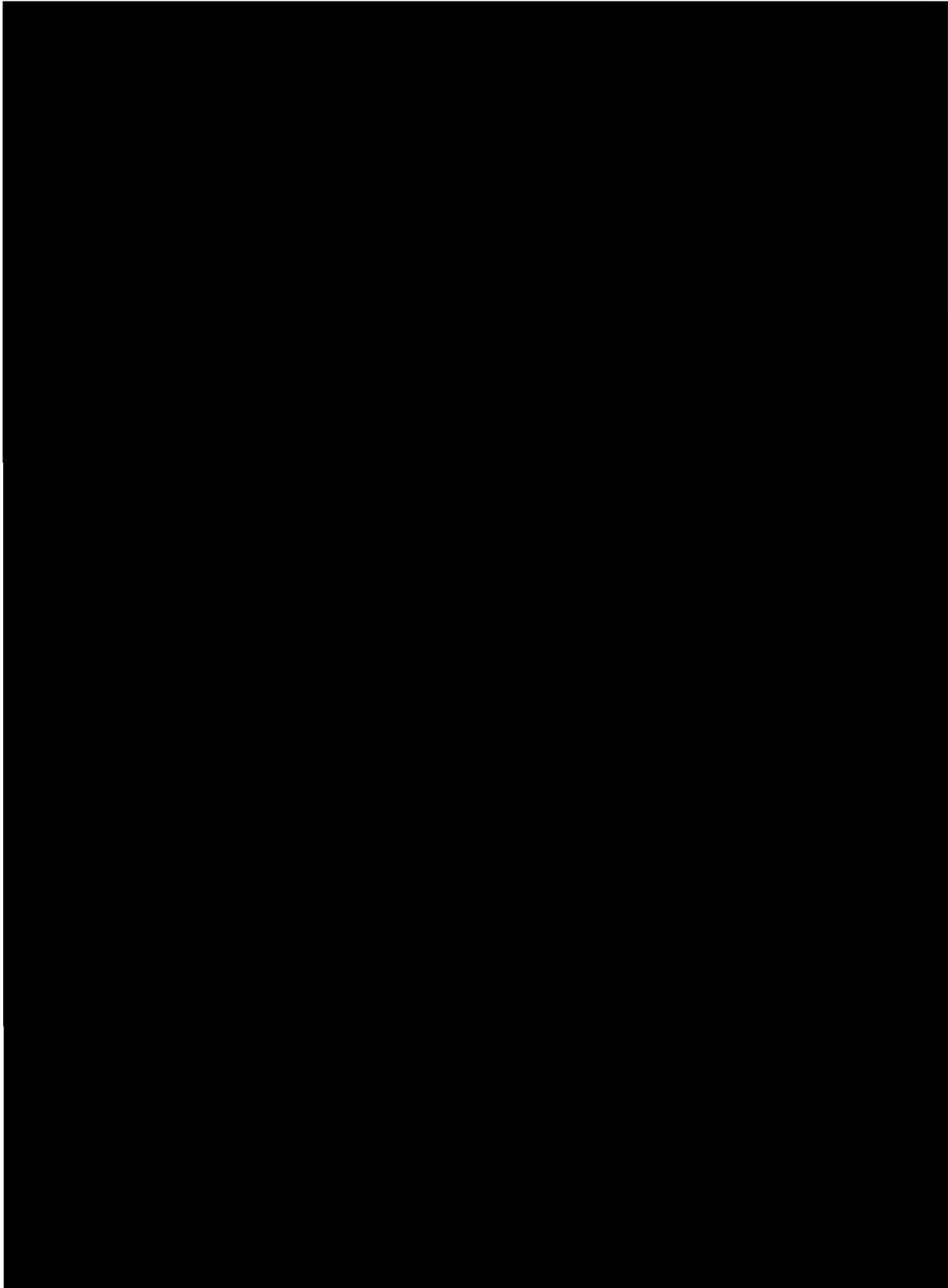
NAME OF CERTIFYING OFFICIAL (b)(6) (b)(6)

d. ADDRESS (Include Zip Code)  
Deputy Commander, U.S. Army  
Space and Missile Defense Command  
ATTN: SMDC-AJ-S, P.O. Box 1500  
Huntsville, AL 35807-3801

17. REQUIRED DISTRIBUTION  
 CONTRACTOR  
 SUBCONTRACTOR  
 COG FOR PRIME & SUBCONTRACTOR  
 ADMINISTRATIVE CONTRACTING OFFICER  
 OTHERS AS NECESSARY

(b)(6)

000288

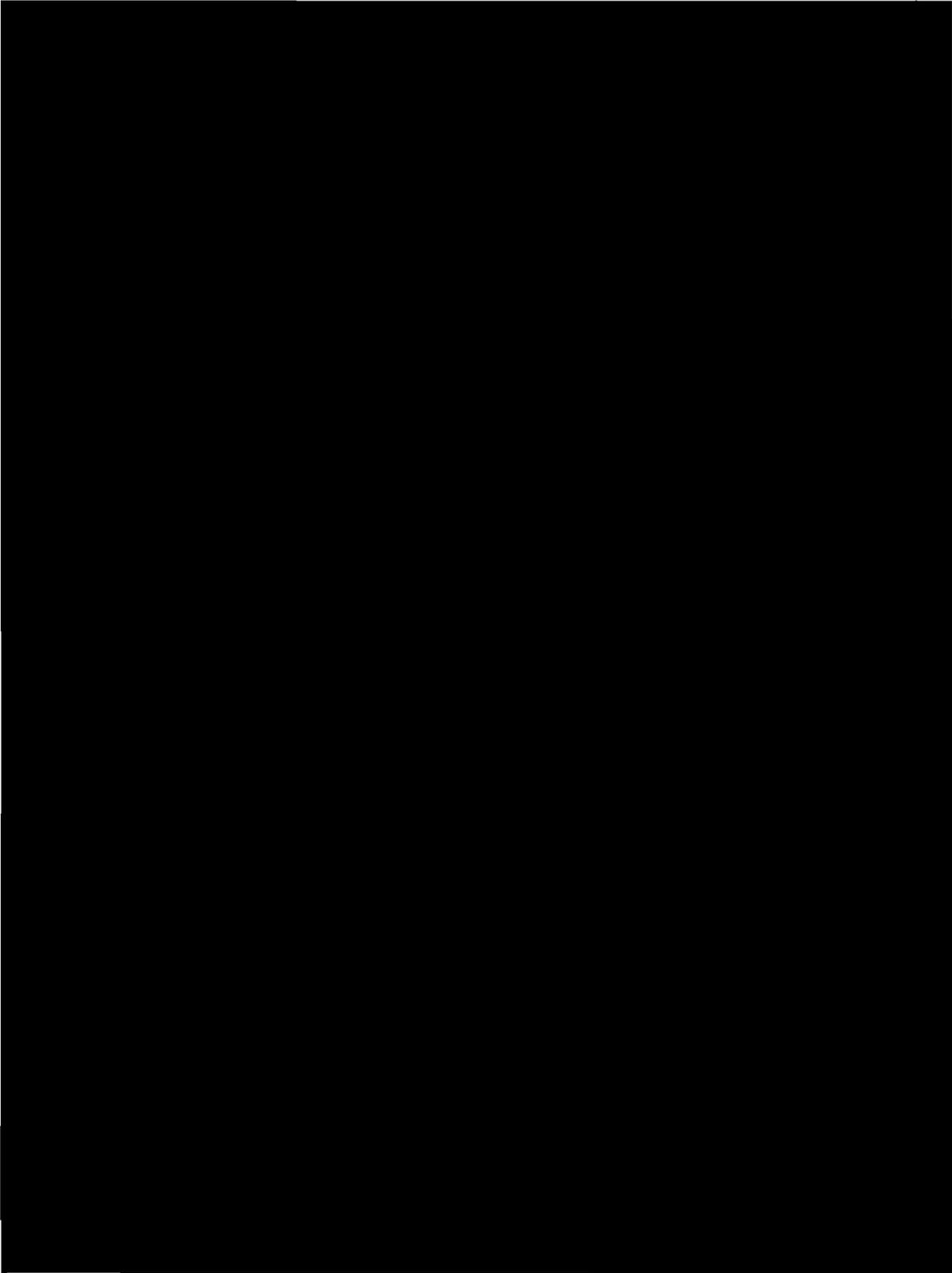


(b)(7)(E)

(b)(7)(E)

(b)(7)(E)

000289



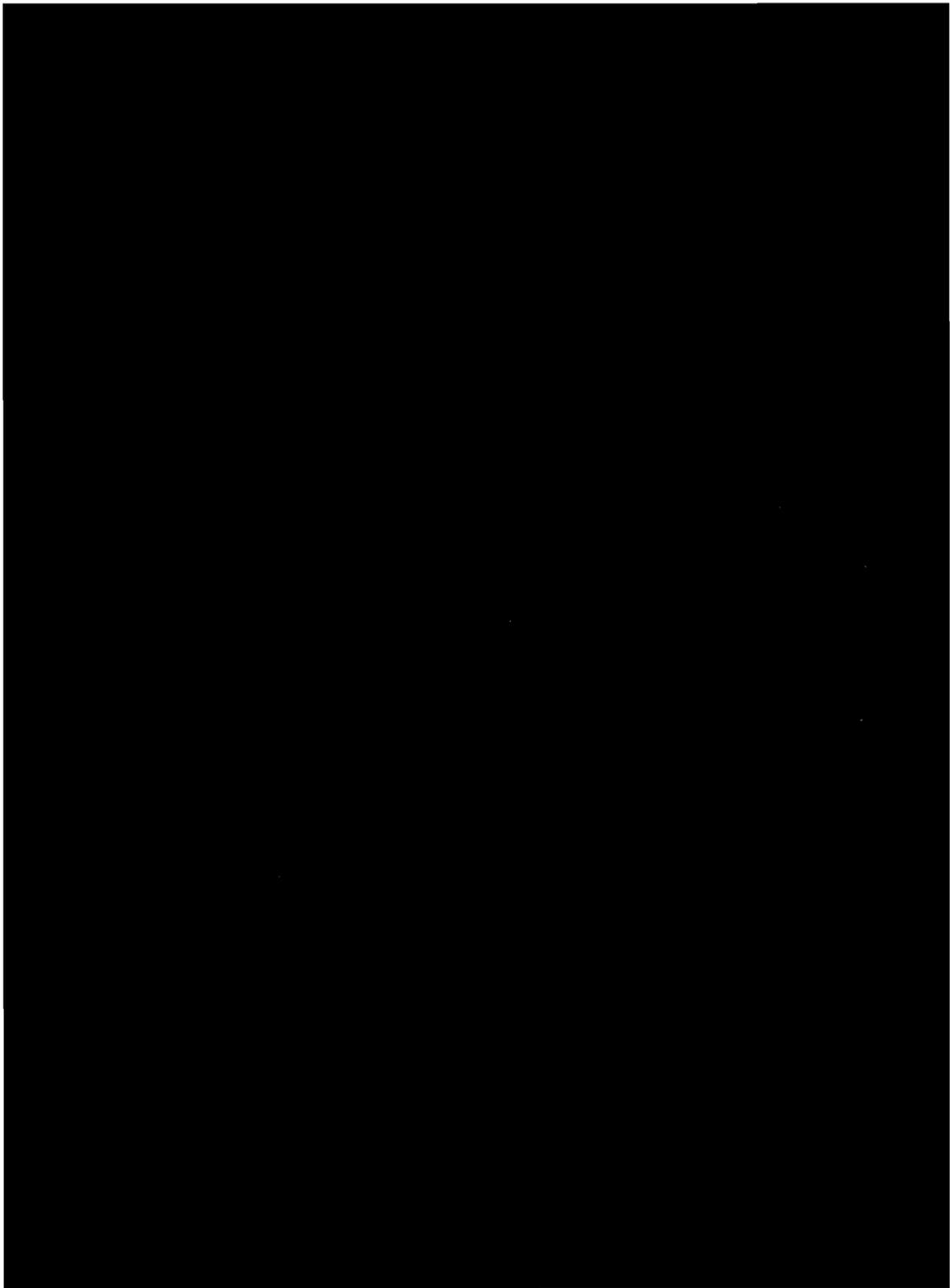
(b)(7)(E)

(b)(7)(E)

(b)(7)(E)

(b)(7)(E)

000290



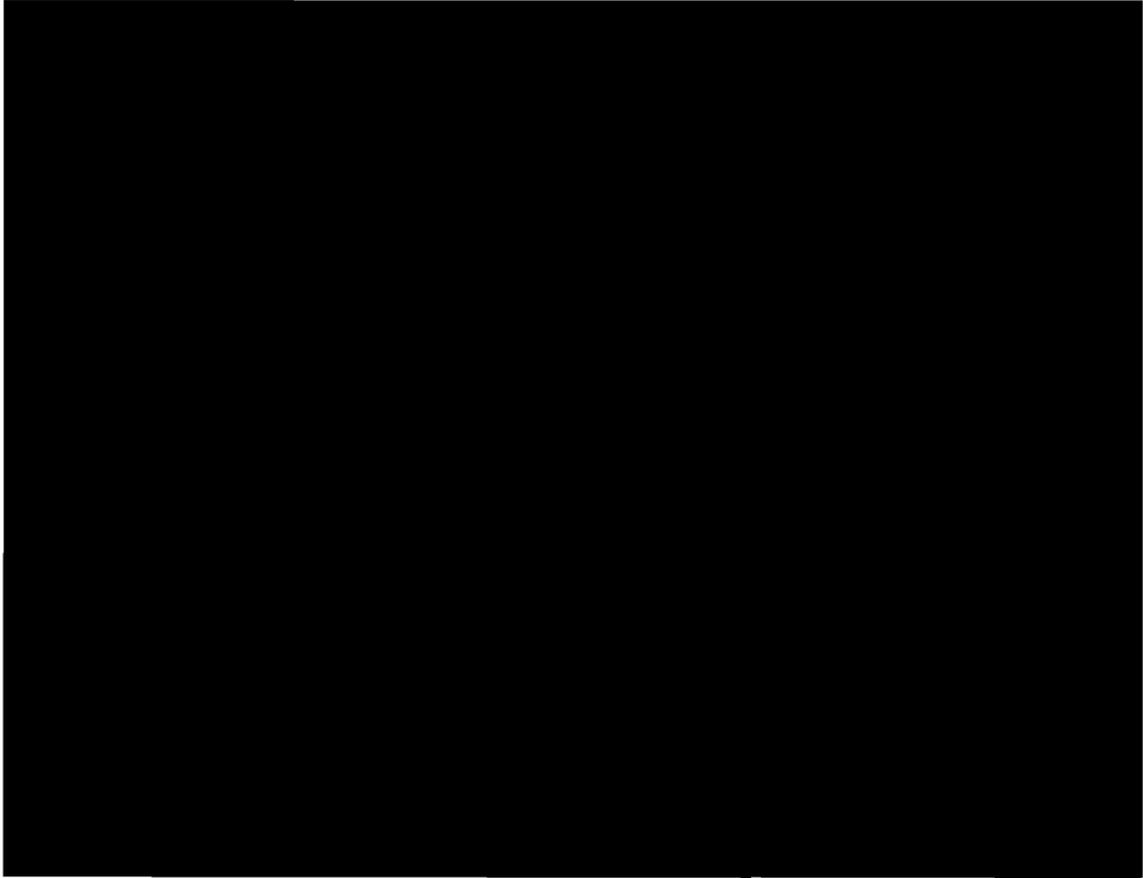
(b)(7)(E)

(b)(7)(E)

(b)(7)(E)

(b)(7)(E)

000291



(b)(7)(E)

(b)(7)(E)

(b)(7)(E)

000292

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			CONTRACT ID CODE V	PAGE OF PAGES 1   2
2. AMENDMENT/MODIFICATION NO. P00029	3. EFFECTIVE DATE 15-Jun-1999	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)	
6. ISSUED BY SPACE AND MISSILE DEFENSE COMMAND SMDC-CM-CN PO BOX 1500 HUNTSVILLE, AL 35807-3801	CODE: W31RPD	7. ADMINISTERED BY (If other than item 6) DEFENSE LOGISTICS AGENCY P. O. BOX 6364 ANAHEIM, CA 92816		CODE
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) H&R COMPANY 2175 PARK PLACE EL SEGUNDO, CA 90245		9A. AMENDMENT OF SOLICITATION NO.		9B. DATED (SEE ITEM 11)
CODE		FACILITY CODE		X 10A. MOD. OF CONTRACT/ORDER NO. DASG60-98-C-0001
				X 10B DATED (SEE ITEM 13) 30-Jan-1998
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
<input type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended.				
<p>Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:</p> <p>(a) By completing items 8 and 15, and returning _____ copies of the document; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN THE REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.</p>				
12. ACCOUNTING AND APPROPRIATION DATA (If required) SEE SCHEDULE				
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.				
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A				
THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).				
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF FAR 52.242.15, "Stop Work Order" and H-10 Incremental Funding of the Contract				
D. OTHER (Specify type of modification and authority)				
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.				
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Cage Code: 1CEX7 TIN: 04-2977414 Order No.: ER9D740100-018 See Page 2				
Except as provided hereon, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.				
15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)		
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. BY	16C. DATE SIGNED	
signature of person authorized to sign		(Signature of Contracting Officer)	15-Jun-1999	

RECEPTION TO SF 30  
APPROVED BY OIRM 11-84

30-105-04

STANDARD FORM 30 (Rev. 10-83)  
Prescribed by GSA  
FAR (48 CFR) 53.243

000293

**CONTINUATION SHEET**REFERENCE NO. OF DOCUMENT BEING CONTINUED  
DASG60-98-C-0001-P00029PAGE  
2 OF 2NAME OF OFFEROR OR CONTRACTOR  
H&R COMPANY

## SECTION SF 30 BLOCK 14 CONTINUATION PAGE

- The Stop Work Order issued by Modifications P00017, P00022 and P00027 is hereby canceled.
- Special Contract Requirement H-10. INCREMENTAL FUNDING OF THE CONTRACT, paragraph c., is modified to change Planned Date of Funding, Amount, and Cumulative as shown below:

	PLANNED DATE OF FUNDING	AMOUNT (in millions)	CUMULATIVE
CLIN 0001	Current Obligations (Jun 99)		\$ 440,100
	FY 00	.521	
	FY 01	.520	
CLIN 0003	Current Obligations (Jun 99)		\$31,923,822
	FY 00	15.480	
	FY 01	17.051	
	FY 02	20.65	
	FY 03	20.65	
CLIN 0005 (Option I)	TBD	TBD	TBD
CLIN 0007 (Option II)	TBD	TBD	TBD

- The following page substitutions are hereby incorporated into the contract:

DELETE	ADD
Page 21, Modification P00027	Page 21, Modification P00029
Page 22, Modification P00013	Page 22, Modification P00029

000294

H-8 GOVERNMENT-FURNISHED FUELS PROVIDED

Fuels as identified below will be provided through [redacted] in accordance with the clause of this contract entitled Government Property (Cost-Reimbursement, Time and Material, or Labor-Hour Contracts). From time to time the contractor may order with the supplier for partial deliveries of fuel. To assist the Contracting Officer in maintaining accountability of total orders, the contractor shall notify the Contracting Officer when fuels ordered exceed 85 percent of the amount specified below. This is requested for each fuels type listed. The contractor will be financially responsible for orders for fuels in excess of the amount stipulated below:

(b)(3)(A)  
(i)&Title  
10 Sec  
130 (a)  
(b)

NOMENCLATURE	NATIONAL STOCK NO. (NSN)	UNIT OF ISSUE	QUANTITY AUTHORIZED AS GFP
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H-9 DESIGN SENSITIVITY TO COST (COST AS AN INDEPENDENT VARIABLE): The contractor may propose changes to the proposed design conforming to cost as an independent variable (CAIV). Those changes which do not alter the Aerostat Performance Specification (APS) may be implemented by the contractor 10 working days after notice of intent specifying the changes is provided to the government. Changes which alter the APS by reducing the requirements may only be undertaken without an equitable reduction in the estimated cost and schedule of the contract if the contractor demonstrates 1) a comparable gain in other performance requirements, 2) such changes are acceptable to the government, and 3) the change does not alter the overall estimated cost of the program. In no event, however, shall the contractor propose to reduce or alter the requirements of paragraph A.2 of Appendix A of the APS.

H-10. INCREMENTAL FUNDING OF THE CONTRACT:

a. It is expected that allotments within each fiscal year will be made on an incremental basis in accordance with the LIMITATION OF FUNDS clause.

b. Pursuant to the Limitation of Funds clause, the sum of [redacted] is presently allotted to CLIN 0001 and available for payment to cover the work to be performed hereunder until 30 Sep 99. The amount of [redacted] is obligated for Potential Fee for a total amount of [redacted] for CLIN 0001.

(b)(4)

c. Pursuant to the LIMITATION OF FUNDS clause, the sum of \$[redacted] is presently allotted to CLIN 0003 and available for payment to cover the work to be performed hereunder until 30 Sep 99. The amount of [redacted] is obligated for Potential Fee (if applicable), for a total amount of \$31,923,822 for CLIN 0003. It is anticipated that funds will be allotted and obligated (combined amounts for Cost and Potential Fee) as follows:

(b)(4)

	<u>PLANNED DATE OF FUNDING</u>	<u>AMOUNT</u>	<u>CUMULATIVE</u>
		(In Millions)	
CLIN 0001	Current Obligations (Jun 99)		\$440,100
	FY 00	.521	
	FY 01	.520	

000295

	<u>PLANNED DATE OF FUNDING</u>	<u>AMOUNT</u>	<u>CUMULATIVE</u>
		(In Millions)	
CLIN 0003	Current Obligations (Jun 99)		\$31,923,822
	FY 00	15.480	
	FY 01	17.051	
	FY 02	20.65	
	FY 03	20.65	
CLIN 0005 (OPTION I)	TBD	TBD	TBD
CLIN 0007 (OPTION II)	TBD	TBD	TBD

c. The Government may unilaterally change planned allotments. Such changes in planned allotments will not in and of themselves entitle the contractor to an equitable adjustment under this contract. However, any equitable adjustment which is required will be settled in accordance with the CHANGES clause of the contract. If the contractor incurs costs at a pace which exceeds the foregoing allotment schedule then the contractor shall not be entitled to an increase in the potential award fee unless and to the extent that the accelerated spending is caused by a change to the contract independently changing the work.

d. Nothing herein shall be interpreted as creating an obligation in advance of an appropriation or allotment.

e. At any time the contractor determines that the next planned allotment or any succeeding allotment will not be sufficient, the contractor shall notify the Contracting Officer in writing. In accordance with the LIMITATION OF FUNDS clause, this notice is required 30 days prior to the end of the then current funding period. (This notice is in addition to the notice required by paragraph (c) of the LIMITATION OF FUNDS clause.)

000296

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				CONTRACT ID/NO	PAGE OF PAGES
2. AMENDMENT/MODIFICATION NO. P00030		3. EFFECTIVE DATE 22-Jun-1999	4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (if applicable)
ED BY SPACE AND MISSILE DEFENSE COMMAND SMDC-CM-CN PO BOX 1500 HUNTSVILLE, AL 35807-3801		CODE W31RPO	7 ADMINISTERED BY (If other than item 6) DEFENSE LOGISTICS AGENCY P. O. BOX 6364 ANAHEIM, CA 92816		CODE
8. NAME AND ADDRESS OF CONTRACTOR (No. , Street, County, State and Zip Code)  H&R COMPANY 2175 PARK PLACE  EL SEGUNDO, CA 90245  CODE				9A. AMENDMENT OF SOLICITATION NO	
				9B. DATED (SEE ITEM 11)	
				X 10A. MOD. OF CONTRACT/ORDER NO. DASG60-98-C-0001	
				X 10B. DATED (SEE ITEM 13) 30-Jan-1998	
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the document; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN THE REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA (if required) SEE SCHEDULE					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
IF ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in pricing (i.e., appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).					
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:					
X D. OTHER (Specify type of modification and authority) UNILATERAL. Contract Clause No. 71, "Limitation of Funds"					
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible) Cage Code: 1CEX7 TIN: 04-2977414 Order No.: ER8D730500-16 See Page 2					
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.					
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. _____ (b)(6)		
15B. CONTRACTOR/OFFEROR  _____ (signature of person authorized to sign)		15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY _____ (signature of contracting agency)		16C. DATE SIGNED (b)(6) 22 Jun-1999

EXCEPTION TO SF 30  
APPROVED BY OIRM 11-84

30-105-04

STANDARD FORM 30 (Rev. 10-83)  
Prescribed by GSA  
FAR (48 CFR) 53.243

000297

<b>CONTINUATION SHEET</b>	REFERENCE NO. OF DOCUMENT BEING CONTINUED	PAGE
	DASG60-98-C-0001-P00030	2 OF 3

NAME OF OFFEROR OR CONTRACTOR  
H&R COMPANY

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

Whereas, pursuant to the contract clause, "Limitation of Funds," the government elects to add an additional increment of funds to partially fund CLINs 0003 and 0004 of the contract, and

NOW, THEREFORE, the contract is modified as follows:

1. Paragraph G-5. ACCOUNTING AND APPROPRIATION DATA, is modified to add the following:

CLINs 0003 and 0004:

ACRN: AC  
ACCT CLASS: 2182040 36 9618 P172419E55 2581 ER8D730500 S01021 ER8D730500/8HHJLE/H  
ORDER NO/PRON: ER8D730500-16 FUNDED AMOUNT: \$7,400 MODIFICATION P00030

2. Paragraph G-6. IMPLEMENTATION OF AND EXPLANATION OF THE RELATIONSHIP OF THE LIMITATION OF FUNDS (LOF) CLAUSE TO FEE OBLIGATIONS, is modified as follows:

CLINs 0003 and 0004:

	PRIOR	THIS MODIFICATION	CUMULATIVE TOTAL
(1) Amount Required for Full Funding, Including Fee(s):	\$95,975,823	- 0 -	\$95,975,823*
(2) Amount Allotted under the LOF Clause for Payment of Target Costs:	[REDACTED]		
(3) Amount Separately Obligated for Payment of Target Fee:	[REDACTED]		
(4) Total Amount Allotted and Obligated:	\$31,923,822	\$7,400	\$31,931,222*
(5) Net Amount Required for Full Funding:	\$64,052,001	(\$7,400)	\$64,044,601*
(6) Estimated Period of Performance the Allotted Amount will cover:	30 Sep 99		

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

\*This amount is pending settlement of Modifications P00017, P00022, P00027, and P00029

000298

<b>CONTINUATION SHEET</b>	REFERENCE NO. OF DOCUMENT BEING CONTINUED DASG60-98-C-0001-P00030	PAGE 3 OF 3
---------------------------	--	----------------

NAME OF OFFEROR OR CONTRACTOR  
H&R COMPANY

3. The following page substitutions are hereby incorporated into the contract:

DELETE	ADD
Page 13A, Modification P00027	Page 13A, Modification P00030
Page 14, Modification P00027	Page 14, Modification P00030
Page 21, Modification P00029	Page 21, Modification P00030

000299

H&R COMPANY

MODIFICATION P00030 TO  
CONTRACT DASG60-98-C-0001  
PAGE 13A OF 49 PAGES  
PREVIOUS: MOD P00027

ACRN: AC  
ACCT CLASS: 2182040 36 9618 P172419E55 2581 ER8D730500 S01021  
ER8D730500/8HHJLE/H  
ORDER NO/PRON: ER8D730500-01 FUNDED AMT: \$10,517,997 (BASIC)  
ER8D730500-02 FUNDED AMT: \$ 7,510,846 (P00002)  
ER8D730500-03 FUNDED AMT: \$ 1,407,652 (P00006)  
ER8D730500-04 FUNDED AMT: (\$ 1,329,658)(P00007)  
ER8D730500-05 FUNDED AMT: (\$ 842,017)(P00008)  
ER8D730500-06 FUNDED AMT: (\$ 1,200,000)(P00012)  
ER8D730500-08 FUNDED AMT: \$ 19,764 (P00014)  
ER8D730500-10 FUNDED AMT: (\$ 30,000)(P00015)  
ER8D730500-11 FUNDED AMT: \$ 525,000 (P00020)  
ER8D730500-12 FUNDED AMT: \$ 9,503 (P00024)  
ER8D730500-14 FUNDED AMT: \$ 236,500 (P00025)  
ER8D730500-15 FUNDED AMT: \$ 1,000,000 (P00026)  
ER8D730500-16 FUNDED AMT: \$ 7,400 (P00030)

ACRN: AE  
ACCT CLASS: 2192040 36 9618 P172419E55 2581 ER9D730100 S01021  
ER9D730100/9HHJLE/H  
ORDER NO/PRON: ER9D730100-01 FUNDED AMT: \$3,243,000 (P00021)  
ER9D730100-02 FUNDED AMT: \$5,257,000 (P00024)  
ER9D730100-03 FUNDED AMT: (\$1,000,000)(P00026)

ACRN: AF  
ACCT CLASS: 9790400.2501 36-6011 P407500.00000 2552 ER9D740100  
S01021 ER9D740100/9HHJL6/H  
ORDER NO/PRON: ER9D740100-01 FUNDED AMT: \$4,300,000 (P00027)

000300

G-6. IMPLEMENTATION OF AND EXPLANATION OF THE RELATIONSHIP OF THE LIMITATION OF FUNDS (LOF) CLAUSE TO FEE OBLIGATIONS The amount of funds estimated to be required for full performance, including fee(s); the amount of funds allotted pursuant to the Contract Clause hereof entitled, Limitations of Funds, the amount of funds currently obligated for fee, and the estimated period of performance covered by the funds allotted are set forth below. Amounts obligated for fee are separate from and are not to be commingled with the amounts allotted for costs and are not available to the contractor to cover costs in excess of those allotted to the contract for cost.

a. CLINs 0001 and 0002:

- (1) Amount Required for Full Funding: \$ 1,482,003
- (2) Amount Allotted Under the LOF Clause for Payment of Costs: [REDACTED] (b)(4)
- (3) Total Amount Allotted and Obligated: \$ 440,100
- (4) Net Amount Required for Full Funding: \$ 1,041,903
- (5) Estimated Period of Performance the Allotted Amount Will Cover: 30 Sep 99

b. CLINs 0003 and 0004:

- (1) Amount Required for Full Funding, Including Fee(s): \$95,975,823\*
- (2) Amount Allotted Under the LOF Clause for Payment of Target Costs: [REDACTED] (b)(4)
- (3) Amount Separately Obligated for Payment of Target Fee: [REDACTED]
- (4) Total Amount Allotted and Obligated: \$31,931,222\*
- (5) Net Amount Required for Full Funding: \$64,044,601\*
- (6) Estimated Period of Performance the Allotted Amount Will Cover: 30 Sep 99

c. CLINs 0005 and 0006:

- (1) Amount Required for Full Funding, Including Fee(s): \$178,557,669
- (2) Amount Allotted Under the LOF Clause for Payment of Costs: \$ TBD
- (3) Amount Separately Obligated for Payment of Base Fee: \$ \_\_\_\_\_
- (4) Amount Separately Obligated for Payment of Award Fee: \$ \_\_\_\_\_
- (5) Total Amount Allotted and Obligated: \$ \_\_\_\_\_
- (6) Net Amount Required for Full Funding: \$ \_\_\_\_\_
- (7) Estimated Period of Performance the Allotted Amount Will Cover:

\*THIS AMOUNT IS PENDING SETTLEMENT OF MODIFICATIONS P00017, P00022, P00027, AND P00029

000301

H-8. GOVERNMENT FURNISHED FUELS PROVIDED

Fuels as identified below will be provided through [redacted] in accordance with the clause of this contract entitled Government Property (Cost-Reimbursement, Time and Material, or Labor-Hour Contracts). From time to time the contractor may order with the supplier for partial deliveries of fuel. To assist the Contracting Officer in maintaining accountability of total orders, the contractor shall notify the Contracting Officer when fuels ordered exceed 85 percent of the amount specified below. This is requested for each fuels type listed. The contractor will be financially responsible for orders for fuels in excess of the amount stipulated below:

(b)(3)(A)  
 (i)&Title 10  
 Sec 130 (a)(b)

NOMENCLATURE	NATIONAL STOCK NO. (NSN)	UNIT OF ISSUE	QUANTITY AUTHORIZED AS GFP
--------------	--------------------------	---------------	----------------------------

H-9. DESIGN SENSITIVITY TO COST (COST AS AN INDEPENDENT VARIABLE): The contractor may propose changes to the proposed design conforming to cost as an independent variable (CAIV). Those changes which do not alter the Aerostat Performance Specification (APS) may be implemented by the contractor 10 working days after notice of intent specifying the changes is provided to the government. Changes which alter the APS by reducing the requirements may only be undertaken without an equitable reduction in the estimated cost and schedule of the contract if the contractor demonstrates 1) a comparable gain in other performance requirements, 2) such changes are acceptable to the government, and 3) the change does not alter the overall estimated cost of the program. In no event, however, shall the contractor propose to reduce or alter the requirements of paragraph A.2 of Appendix A of the APS.

H-10. INCREMENTAL FUNDING OF THE CONTRACT:

a. It is expected that allotments within each fiscal year will be made on an incremental basis in accordance with the LIMITATION OF FUNDS clause.

b. Pursuant to the Limitation of Funds clause, the sum of \$440,100 is presently allotted to CLIN 0001 and available for payment to cover the work to be performed hereunder until 30 Sep 99. The amount of [redacted] is obligated for Potential Fee for a total amount of [redacted] for CLIN 0001.

(b)(4)

c. Pursuant to the LIMITATION OF FUNDS clause, the sum of \$29,320,019 is presently allotted to CLIN 0003 and available for payment to cover the work to be performed hereunder until 30 Sep 99. The amount of [redacted] is obligated for Potential Fee (if applicable), for a total amount of [redacted] for CLIN 0003. It is anticipated that funds will be allotted and obligated (combined amounts for Cost and Potential Fee) as follows:

(b)(4)

	<u>PLANNED DATE OF FUNDING</u>	<u>AMOUNT</u>	<u>CUMULATIVE</u>
		(In Millions)	
CLIN 0001	Current Obligations (Jun 99)		\$440,100
	FY 00	.521	
	FY 01	520	

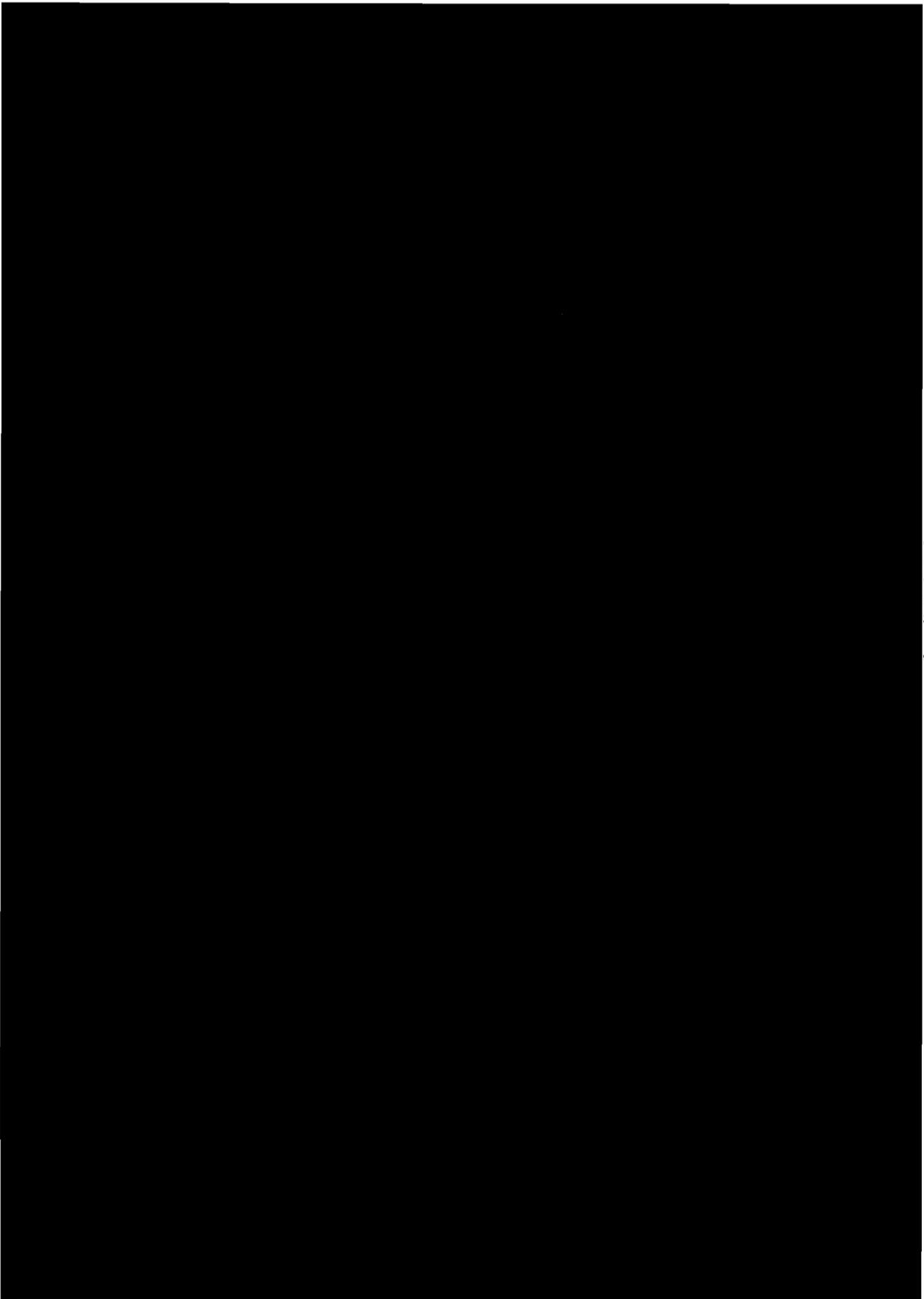
000302

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**Not a Contract Document**

000303

REVISED NOTIONAL SCHEDULE 3-25-99

UNCLASSIFIED



(b)(3)  
(A)  
(i)&T  
Title 10  
Sec  
130  
(a)(b)

000 304



<b>CONTINUATION SHEET</b>	REFERENCE NO. OF DOCUMENT BEING CONTINUED DASG60-98-C-0001-P00031	PAGE 2 OF 2
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NAME OF OFFEROR OR CONTRACTOR  
H&R COMPANY

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

Whereas, pursuant to Contract Clause No. 90, FAR 245-5, "Government property (Cost-Reimbursement, Time-and-Material, or Labor-Hour Contracts (Deviation)," the government elects to incorporate a revised GFP List into the contract,

Whereas, the parties hereto agree that this revised GFP List may be incorporated into the contract without cost or schedule impact, and

NOW, THEREFORE, the contract is modified as follows:

1. SECTION J – LIST OF ATTACHMENTS is modified to delete GFP Worksheet, 9 Jan 98, 1 page and add Raytheon Government Furnished Property List, 2 Aug 99, 2 pages.
2. The following page substitution is hereby incorporated into the contract:

ADD	DELETE
Page 48, Basic Contract	Page 48, Modification P00031

000306

TITLE	DATE	# OF PAGES	
			(b)(3)(A) (i)&Title 10 Sec 130 (a)(b)
			(b)(7)(F)
			(b)(3)(A) (i)&Title 10 Sec 130 (a)(b)
			(b)(7)(E)
Raytheon Government Furnished Property List	2 Aug 99	2	
Memorandum of Agreement Regarding Comprehensive Small Business Subcontracting Plan Raytheon Electronic Systems, attached hereto by reference.	1 Oct 97 – 30 Sep 98	24	
Hughes Aircraft Company Defense Systems Subcontracting Plan for the Aerostat Demonstration Program, attached hereto by reference.	28 Oct 97	9	
The Aerostat Demonstration Program (97-ADP/DS-106/1266) Approaches are hereby incorporated into the contract by reference:			
Program Management Approach	14 Nov 97	16	
CAIV Approach	15 Nov 97	8	
Systems Engineering	14 Nov 97	18	
Simulation, Test and Evaluation	9 Jan 98	47	
Risk Mitigation Approach	14 Nov 97	22	
Integrated Logistic Approach	9 Jan 98	12	
Product Assurance Approach	14 Nov 97	12	
Configuration Management Approach	14 Nov 97	10	
Operation and Sustainment (O&S) Approach	14 Nov 97	13	
Acronym List	14 Nov 97	7	

000307

(b)(3)(A)  
(i)&Title  
10 Sec 130  
(a)(b)

CONTRACT DASG60-98-C-0001  
MODIFICATION P00031

(b)(4)

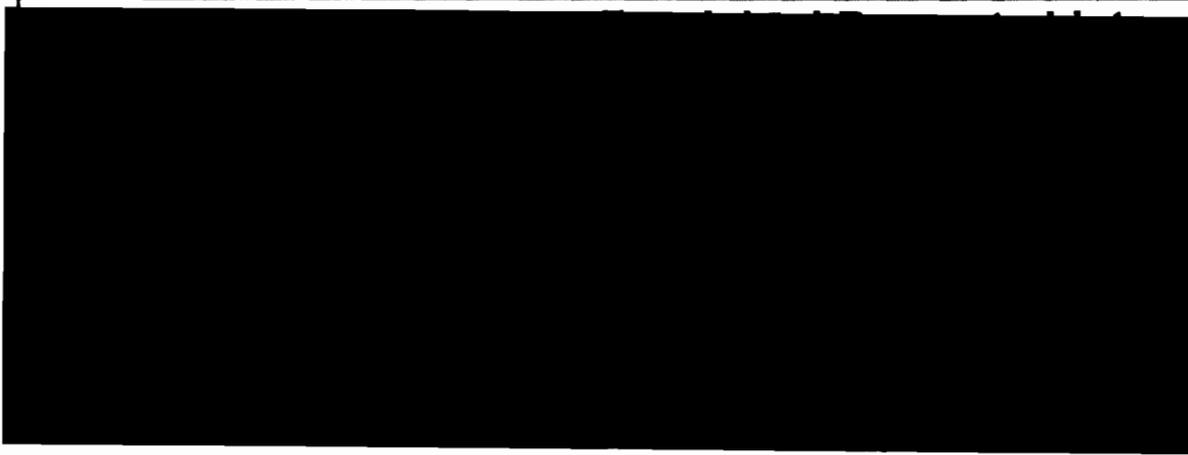
		As of 26 Jun 99	
		QTY	O/H
		1	1
		4	4
		5	5
		5	5
		5	5
		7	7
		2	2
		3	0
		4	4
		2	2
		2	2
		2	2
		2	2
		2	2
		4	4
		4	4

000308

(b)(3)(A)(i)&Title 10 Sec 130 (a)  
(b)

CONTRACT DASG60-98-C-0001  
MODIFICATION P00031

(b)(4)

	As of 26 Jun 99		
	QTY	O/H	
	2	2	
	2	2	
	4	4	
	4	4	
		TOTAL	

000309

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE: V PAGE OF PAGES: 1 | 3

2. AMENDMENT/MODIFICATION NO.: 2 32 3. EFFECTIVE DATE: 27-Sep-1999 4. REQUISITION/PURCHASE REQ. NO. 5. PROJECT NO. (if applicable):

6. ISSUED BY: [Redacted] DEFENSE COMMAND CODE: WQTRPO 7. ADMINISTERED BY (if other than item 5): DEFENSE LOGISTICS AGENCY P. O. BOX 8384 ANAHEIM, CA 92816

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code): H&R COMPANY 2175 PARK PLACE EL SEGUNDO, CA 90245 9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11) 10A. MOD. OF CONTRACT/ORDER NO. DASG60-98-C-0001 10B. DATED (SEE ITEM 13) 30-Jan-1998

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing forms 8 and 15, and returning copies of the documents; (b) By acknowledging receipt of this amendment on each copy of the offer or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) SEE SCHEDULE

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

IF ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Contract Clause No. 71, "Limitation of Funds"

D. OTHER (Specify type of modification and authority)

IMPORTANT: Contractor [ ] is not, [X] is required to sign this document and return 1 copies to the issuing office.

A. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible) Page Code: 1CEX7 TIN: 04-2977414 Order No.: ER9D740100-02 See Page 2

14A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) [Redacted] (b)(6) DATE SIGNED [Redacted] Sep 1999

Signature of person authorized to sign: [Redacted] APPROVED BY OIRM 11-84 (b)(6) 30-105-04 STANDARD FORM 30 (Rev. 10-83) Prescribed by GSA FAR (48 CFR) 53.243

000310

NAME OF OFFEROR OR CONTRACTOR  
H&R COMPANY

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

Whereas, pursuant to the contract clause, "Limitation of Funds," the government elects to withdraw an increment of funds from CLINs 0003 and 0004 of the contract, and

NOW, THEREFORE, the contract is modified as follows:

1. Paragraph G-5. ACCOUNTING AND APPROPRIATION DATA, is modified to add the following:

CLINs 0003 and 0004:

ACRN: AF  
ACCT CLASS: 9790400.2501 36-6011 P407500.00000 2552 ER9D740100 S01021 ER9D740100/9HHJL6/H  
ORDER NO.: ER9D740100-02 FUNDED AMT: (\$1,000,000) Modification P00032

2. Paragraph G-6. IMPLEMENTATION OF AND EXPLANATION OF THE RELATIONSHIP OF THE LIMITATION OF FUNDS (lof) CLAUSE TO FEE OBLIGATIONS, is modified as follows:

CLINs 0003 and 0004:

	PRIOR	THIS MODIFICATION	CUMULATIVE TOTAL
(1) Amount Required for Full Funding, Including Fee(s):	\$95,975,823	- 0 -	\$95,975,823*
(2) Amount Allotted under the LOF Clause for Payment of Target Costs:			(b)(4)
(3) Amount Separately Obligated for Payment of Target fee:			(b)(4)
(4) Total Amount Allotted and Obligated:	\$31,931,222	(\$1,000,000)	\$30,931,222*
(5) Net Amount Required for Full Funding:	\$64,044,601	\$1,000,000	\$65,044,601*
(6) Estimated Period of Performance the Allotted Amount will cover:		30 Sep 99	

\*This amount is pending settlement of Modifications P00017, P00022, P00027, and P00029

**CONTINUATION SHEET**REFERENCE NO. OF DOCUMENT BEING CONTINUED  
DASG60-98-C-0001- P00032PAGE  
3 OF 3NAME OF OFFEROR OR CONTRACTOR  
H&R COMPANY

3. The following page substitutions are hereby incorporated into the contract:

**DELETE**

Page 13A, Modification P00030  
Page 14, Modification P00030  
Page 21, Modification P00030

**ADD**

Page 13A, Modification P00032  
Page 14, Modification P00032  
Page 21, Modification P00032

000312

ACRN: AC  
ACCT CLASS: 2182040 36 9618 P172419E55 2581 ER8D730500 S01021  
ER8D730500/8HHJLE/H  
ORDER NO/PRON: ER8D730500-01 FUNDED AMT: \$10,517,997 (BASIC)  
ER8D730500-02 FUNDED AMT: \$ 7,510,846 (P00002)  
ER8D730500-03 FUNDED AMT: \$ 1,407,652 (P00006)  
ER8D730500-04 FUNDED AMT: (\$ 1,329,658)(P00007)  
ER8D730500-05 FUNDED AMT: (\$ 842,017)(P00008)  
ER8D730500-06 FUNDED AMT: (\$ 1,200,000)(P00012)  
ER8D730500-08 FUNDED AMT: \$ 19,764 (P00014)  
ER8D730500-10 FUNDED AMT: (\$ 30,000)(P00015)  
ER8D730500-11 FUNDED AMT: \$ 525,000 (P00020)  
ER8D730500-12 FUNDED AMT: \$ 9,503 (P00024)  
ER8D730500-14 FUNDED AMT: \$ 236,500 (P00025)  
ER8D730500-15 FUNDED AMT: \$ 1,000,000 (P00026)  
ER8D730500-16 FUNDED AMT: \$ 7,400 (P00030)

ACRN: AE  
ACCT CLASS: 2192040 36 9618 P172419E55 2581 ER9D730100 S01021  
ER9D730100/9HHJLE/H  
ORDER NO/PRON: ER9D730100-01 FUNDED AMT: \$3,243,000 (P00021)  
ER9D730100-02 FUNDED AMT: \$5,257,000 (P00024)  
ER9D730100-03 FUNDED AMT: (\$1,000,000)(P00026)

ACRN: AF  
ACCT CLASS: 9790400.2501 36-6011 P407500.00000 2552 ER9D740100  
S01021 ER9D740100/9HHJL6/H  
ORDER NO/PRON: ER9D740100-01 FUNDED AMT: \$4,300,000 (P00027)  
ER9D740100-02 FUNDED AMT (\$1,000,000)(P00032)

G-6 IMPLEMENTATION OF AND EXPLANATION OF THE RELATIONSHIP OF THE LIMITATION OF FUNDS (LOF) CLAUSE TO FEE OBLIGATIONS: The amount of funds estimated to be required for full performance, including fee(s); the amount of funds allotted pursuant to the Contract Clause hereof entitled, *Limitations of Funds*; the amount of funds currently obligated for fee; and the estimated period of performance covered by the funds allotted are set forth below. Amounts obligated for fee are separate from and are not to be commingled with the amounts allotted for costs and are not available to the contractor to cover costs in excess of those allotted to the contract for cost.

a. CLINs 0001 and 0002:

- (1) Amount Required for Full Funding: \$ 1,482,003
- (2) Amount Allotted Under the LOF Clause for Payment of Costs: [REDACTED] (b)(4)
- (3) Total Amount Allotted and Obligated: \$ 440,100
- (4) Net Amount Required for Full Funding: \$ 1,041,903
- (5) Estimated Period of Performance the Allotted Amount Will Cover: 30 Sep 99

b. CLINs 0003 and 0004:

- (1) Amount Required for Full Funding, Including Fee(s): \$95,975,823\*
- (2) Amount Allotted Under the LOF Clause for Payment of Target Costs: [REDACTED] (b)(4)
- (3) Amount Separately Obligated for Payment of Target Fee: [REDACTED] (b)(4)
- (4) Total Amount Allotted and Obligated: \$30,931,222\*
- (5) Net Amount Required for Full Funding: \$65,044,601\*
- (6) Estimated Period of Performance the Allotted Amount Will Cover: 30 Sep 99

c. CLINs 0005 and 0006:

- (1) Amount Required for Full Funding, Including Fee(s): \$178,557,669
- (2) Amount Allotted Under the LOF Clause for Payment of Costs: \$ TBD
- (3) Amount Separately Obligated for Payment of Base Fee: \$ \_\_\_\_\_
- (4) Amount Separately Obligated for Payment of Award Fee: \$ \_\_\_\_\_
- (5) Total Amount Allotted and Obligated: \$ \_\_\_\_\_
- (6) Net Amount Required for Full Funding: \$ \_\_\_\_\_
- (7) Estimated Period of Performance the Allotted Amount Will Cover:

\*THIS AMOUNT IS PENDING SETTLEMENT OF MODIFICATIONS P00017, P00022, P00027, AND P00029

000314

H-8. GOVERNMENT-FURNISHED FUELS PROVIDED

(b)(3)

Fuels as identified below will be provided through [redacted] in accordance with the clause of this contract entitled Government Property (Cost-Reimbursement, Time and Material, or Labor-Hour Contracts). From time to time the contractor may order with the supplier for partial deliveries of fuel. To assist the Contracting Officer in maintaining accountability of total orders, the contractor shall notify the Contracting Officer when fuels ordered exceed 85 percent of the amount specified below. This is requested for each fuels type listed. The contractor will be financially responsible for orders for fuels in excess of the amount stipulated below:

NOMENCLATURE	NATIONAL STOCK NO. (NSN)	UNIT OF ISSUE	QUANTITY AUTHORIZED AS GFP
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H-9. DESIGN SENSITIVITY TO COST (COST AS AN INDEPENDENT VARIABLE): The contractor may propose changes to the proposed design conforming to cost as an independent variable (CAIV). Those changes which do not alter the Aerostat Performance Specification (APS) may be implemented by the contractor 10 working days after notice of intent specifying the changes is provided to the government. Changes which alter the APS by reducing the requirements may only be undertaken without an equitable reduction in the estimated cost and schedule of the contract if the contractor demonstrates 1) a comparable gain in other performance requirements, 2) such changes are acceptable to the government, and 3) the change does not alter the overall estimated cost of the program. In no event, however, shall the contractor propose to reduce or alter the requirements of paragraph A.2 of Appendix A of the APS.

H-10. INCREMENTAL FUNDING OF THE CONTRACT:

a. It is expected that allotments within each fiscal year will be made on an incremental basis in accordance with the LIMITATION OF FUNDS clause.

b. Pursuant to the Limitation of Funds clause, the sum of \$440,100 is presently allotted to CLIN 0001 and available for payment to cover the work to be performed hereunder until 30 Sep 99. The amount of [redacted] is obligated for Potential Fee for a total amount of [redacted] for CLIN 0001.

(b)(4)

c. Pursuant to the LIMITATION OF FUNDS clause, the sum of \$28,402,238 is presently allotted to CLIN 0003 and available for payment to cover the work to be performed hereunder until 30 Sep 99. The amount of [redacted] is obligated for Potential Fee (if applicable), for a total amount of [redacted] for CLIN 0003. It is anticipated that funds will be allotted and obligated (combined amounts for Cost and Potential Fee) as follows:

(b)(4)

	<u>PLANNED DATE OF FUNDING</u>	<u>AMOUNT</u>	<u>CUMULATIVE</u>
		(In Millions)	
CLIN 0001	Current Obligations (Jun 99)		\$440,100
	FY 00	.521	
	FY 01	.520	

000 315

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>				1. CONTRACT ID CODE V	PAGE OF PAGES 1   3
2. AMENDMENT/MODIFICATION NO. 003		3. EFFECTIVE DATE 13-Oct-1999		4. REQUISITION/PURCHASE REQ. NO.	
ED BY MISSILE DEFENSE COMMAND (b)(6)		CODE W31RPD		7. ADMINISTERED BY (If other than item 6) DEFENSE LOGISTICS AGENCY P. O. BOX 6364 ANAHEIM, CA 92816	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) H&R COMPANY 2175 PARK PLACE EL SEGUNDO, CA 90245				9A. AMENDMENT OF SOLICITATION NO.	
CODE				9B. DATED (SEE ITEM 11)	
FACILITY CODE				X 10A. MOD. OF CONTRACT/ORDER NO. DASG60-98-C-0001	
				X 10B. DATED (SEE ITEM 13) 30-Jan-1998	
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of _____ is extended, <input type="checkbox"/> is not extended.					
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the document; (b) By acknowledging receipt of this amendment on each copy of the offer or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA (If required) SEE SCHEDULE					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
E ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).					
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:					
X D. OTHER (Specify type of modification and authority) Unilateral: Contract Clause No.: 71, "Limitation of Funds"					
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Cage Code: 1CEX7 TIN: 04-2977414 Order No.: EROD730200-01 See Page 2					
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.					
5A. NAME AND TITLE OF SIGNER (Type or print)		16. NAME AND TITLE OF CONTRACTOR (Type or print) (b)(6)			
5B. CONTRACTOR/OFFEROR		15C. DATE SIGNED		16. DATE SIGNED (b)(6)	
Signature of person authorized to sign		30-105809		3 Oct 99	

EXCEPTION TO SF 30  
APPROVED BY OIRM 11-84

30-105809

STANDARD FORM 30 (Rev. 10-83)  
Prescribed by GSA  
FAR (48 CFR) 53.243

000316

<b>CONTINUATION SHEET</b>	REFERENCE NO. OF DOCUMENT BEING CONTINUED	PAGE
	DASG60-98-C-0001-P00033	2 OF 3

NAME OF OFFEROR OR CONTRACTOR  
H&R COMPANY

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

Whereas, pursuant to the contract clause, "Limitation of Funds," the government elects to add an increment of funds to CLINs 0003 and 0004 of the contract, and

NOW, THEREFORE, the contract is modified as follows:

1. Paragraph G-5. ACCOUNTING AND APPROPRIATION DATA, is modified to add the following:

CLINs 0003 and 0004:

ACRN: AG  
ACCT CLASS: 2102040 36 9618 P172419E55 2581 ER0D730200 S01021 ER0D730200/OHHJLE/H  
ORDER NO.: ER0D730200-01 FUNDED AMT: \$500,000 Modification P00033

2. Paragraph G-6. IMPLEMENTATION OF AND EXPLANATION OF THE RELATIONSHIP OF THE LIMITATION OF FUNDS (LOF) CLAUSE TO FEE OBLIGATIONS, is modified as follows:

CLINs 0003 and 0004:

	PRIOR	THIS MODIFICATION	CUMULATIVE TOTAL
(1) Amount Required for Full Funding, Including Fee(s):	\$95,975,823	- 0 -	\$95,975,823*
(2) Amount Allotted under the LOF Clause for Payment of Target Costs:	[REDACTED]		(b)(4)
(3) Amount Separately Obligated for Payment of Target Fee:	[REDACTED]		(b)(4)
(4) Total Amount Allotted and Obligated:	\$30,931,222	\$500,000	\$31,431,222*
(5) Net Amount Required for Full Funding:	\$65,044,601	(\$500,000)	\$64,544,601*
(6) Estimated Period of Performance the Allotted Amount will cover:		29 Oct 99	

\*This amount is pending settlement of Modifications P00017, P00022, P00027, and P00029.

000317

**CONTINUATION SHEET**REFERENCE NO. OF DOCUMENT BEING CONTINUED  
DASG60-98-C-0001-P00033PAGE  
3 OF 3NAME OF OFFEROR OR CONTRACTOR  
H&R COMPANY

3. The following page substitutions are hereby incorporated into the contract:

DELETE	ADD
Page 13A, Modification P00032	Page 13A, Modification P00033
Page 14, Modification P00032	Page 14, Modification P00033
Page 21, Modification P00032	Page 21, Modification P00033

000318

H&R COMPANY

MODIFICATION P00033 TO  
CONTRACT DASG60-98-C-0001  
PAGE 13A OF 49 PAGES  
PREVIOUS: MOD P00032

ACRN: AC  
ACCT CLASS: 2182040 36 9618 P172419E55 2581 ER8D730500 S01021  
ER8D730500/8HHJLE/H  
ORDER NO/PRON: ER8D730500-01 FUNDED AMT: \$10,517,997 (BASIC)  
ER8D730500-02 FUNDED AMT: \$ 7,510,846 (P00002)  
ER8D730500-03 FUNDED AMT: \$ 1,407,652 (P00006)  
ER8D730500-04 FUNDED AMT: (\$ 1,329,658)(P00007)  
ER8D730500-05 FUNDED AMT: (\$ 842,017)(P00008)  
ER8D730500-06 FUNDED AMT: (\$ 1,200,000)(P00012)  
ER8D730500-08 FUNDED AMT: \$ 19,764 (P00014)  
ER8D730500-10 FUNDED AMT: (\$ 30,000)(P00015)  
ER8D730500-11 FUNDED AMT: \$ 525,000 (P00020)  
ER8D730500-12 FUNDED AMT: \$ 9,503 (P00024)  
ER8D730500-14 FUNDED AMT: \$ 236,500 (P00025)  
ER8D730500-15 FUNDED AMT: \$ 1,000,000 (P00026)  
ER8D730500-16 FUNDED AMT: \$ 7,400 (P00030)

ACRN: AE  
ACCT CLASS: 2192040 36 9618 P172419E55 2581 ER9D730100 S01021  
ER9D730100/9HHJLE/H  
ORDER NO/PRON: ER9D730100-01 FUNDED AMT: \$3,243,000 (P00021)  
ER9D730100-02 FUNDED AMT: \$5,257,000 (P00024)  
ER9D730100-03 FUNDED AMT: (\$1,000,000)(P00026)

ACRN: AF  
ACCT CLASS: 9790400.2501 36-6011 P407500.00000 2552 ER9D740100  
S01021 ER9D740100/9HHJL6/H  
ORDER NO/PRON: ER9D740100-01 FUNDED AMT: \$4,300,000 (P00027)  
ER9D740100-02 FUNDED AMT (\$1,000,000)(P00032)

ACRN: AG  
ACCT CLASS: 2102040 36 9618 P172419E55 2581 ER0D730200 S01021  
ER0D730200/0HHJLE/H  
ORDER NO/PRON: ER0D730200-01 FUNDED AMT: \$500,000 (P00033)

000319

**G-6. IMPLEMENTATION OF AND EXPLANATION OF THE RELATIONSHIP OF THE LIMITATION OF FUNDS (LOF) CLAUSE TO FEE OBLIGATIONS:** The amount of funds estimated to be required for full performance, including fee(s); the amount of funds allotted pursuant to the Contract Clause hereof entitled, Limitations of Funds; the amount of funds currently obligated for fee; and the estimated period of performance covered by the funds allotted are set forth below. Amounts obligated for fee are separate from and are not to be commingled with the amounts allotted for costs and are not available to the contractor to cover costs in excess of those allotted to the contract for cost.

a. CLINs 0001 and 0002:

- (1) Amount Required for Full Funding: \$ 1,482,003
- (2) Amount Allotted Under the LOF Clause for Payment of Costs: [REDACTED] (b)(4)
- (3) Total Amount Allotted and Obligated: \$ 440,100
- (4) Net Amount Required for Full Funding: \$ 1,041,903
- (5) Estimated Period of Performance the Allotted Amount Will Cover: 30 Sep 99

b. CLINs 0003 and 0004:

- (1) Amount Required for Full Funding, Including Fee(s): \$95,975,823\*
- (2) Amount Allotted Under the LOF Clause for Payment of Target Costs: [REDACTED] (b)(4)
- (3) Amount Separately Obligated for Payment of Target Fee: [REDACTED] (b)(4)
- (4) Total Amount Allotted and Obligated: \$31,431,222\*
- (5) Net Amount Required for Full Funding: \$64,544,601\*
- (6) Estimated Period of Performance the Allotted Amount Will Cover: 29 Oct 99

c. CLINs 0005 and 0006:

- (1) Amount Required for Full Funding, Including Fee(s): \$178,557,669
- (2) Amount Allotted Under the LOF Clause for Payment of Costs: \$ TBD
- (3) Amount Separately Obligated for Payment of Target Fee: \$ \_\_\_\_\_
- (4) Total Amount Allotted and Obligated: \$ \_\_\_\_\_
- (5) Net Amount Required for Full Funding: \$ \_\_\_\_\_
- (6) Estimated Period of Performance the Allotted Amount Will Cover:

\*THIS AMOUNT IS PENDING SETTLEMENT OF MODIFICATIONS P00017, P00022, P00027, AND P00029

. 000 320

H-8 GOVERNMENT-FURNISHED FUELS PROVIDED

Fuels as identified below will be provided through [redacted] in accordance with the clause of this contract entitled Government Property (Cost-Reimbursement, Time and Material, or Labor-Hour Contracts). From time to time the contractor may order with the supplier for partial deliveries of fuel. To assist the Contracting Officer in maintaining accountability of total orders, the contractor shall notify the Contracting Officer when fuels ordered exceed 85 percent of the amount specified below. This is requested for each fuels type listed. The contractor will be financially responsible for orders for fuels in excess of the amount stipulated below:

(b)(3)(A)  
(i)&Title  
10 Sec 130  
(a)(b)

NOMENCLATURE	NATIONAL STOCK NO. (NSN)	UNIT OF ISSUE	QUANTITY AUTHORIZED AS GFP
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H-9. DESIGN SENSITIVITY TO COST (COST AS AN INDEPENDENT VARIABLE): The contractor may propose changes to the proposed design conforming to cost as an independent variable (CAIV). Those changes which do not alter the Aerostat Performance Specification (APS) may be implemented by the contractor 10 working days after notice of intent specifying the changes is provided to the government. Changes which alter the APS by reducing the requirements may only be undertaken without an equitable reduction in the estimated cost and schedule of the contract if the contractor demonstrates 1) a comparable gain in other performance requirements, 2) such changes are acceptable to the government, and 3) the change does not alter the overall estimated cost of the program. In no event, however, shall the contractor propose to reduce or alter the requirements of paragraph A.2 of Appendix A of the APS.

H-10. INCREMENTAL FUNDING OF THE CONTRACT:

a. It is expected that allotments within each fiscal year will be made on an incremental basis in accordance with the LIMITATION OF FUNDS clause.

b. Pursuant to the Limitation of Funds clause, the sum of \$440,100 is presently allotted to CLIN 0001 and available for payment to cover the work to be performed hereunder until 30 Sep 99. The amount of [redacted] is obligated for Potential Fee for a total amount of [redacted] for CLIN 0001.

(b)(4)

c. Pursuant to the LIMITATION OF FUNDS clause, the sum of \$28,861,128 is presently allotted to CLIN 0003 and available for payment to cover the work to be performed hereunder until 29 Oct 99. The amount of [redacted] is obligated for Potential Fee (if applicable), for a total amount of [redacted] for CLIN 0003. It is anticipated that funds will be allotted and obligated (combined amounts for Cost and Potential Fee) as follows:

(b)(4)

	PLANNED DATE OF FUNDING	AMOUNT	CUMULATIVE
		(In Millions)	
CLIN 0001	Current Obligations (Jun 99)		\$440,100
	FY 00	.521	
	FY 01	.520	

000321

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

CONTRACT ID CODE: V PAGE OF PAGE: 1 11

2. AMENDMENT/MODIFICATION NO: P00034 3. EFFECTIVE DATE: 26-Oct-1999 4. REQUISITION/PURCHASE REQ. NO. 5. PROJECT NO (If applicable)

6. ISSUED BY: USA SPACE AND MISSILE DEFENSE COMMAND, PO BOX 1500, HUNTSVILLE, AL 35807-3801  
 CODE: W31RPD  
 7. ADMINISTERED BY: DEFENSE LOGISTICS AGENCY, P.O. BOX 928, HANOVER, MD 21076  
 CODE: S2208A (b)(6)

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code): RAYTHEON COMPANY, 180 HARTWELL ROAD, BEDFORD, MA 01730-0000  
 CODE: 019163930 FACILITY CODE  
 9A. AMENDMENT OF SOLICITATION NO.  
 9B. DATED (SEE ITEM 11)  
 10A. MOD. OF CONTRACT/ORDER NO. DASG60-98-C-0001  
 10B. DATED (SEE ITEM 11) X 30-Jan-1998

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is awarded as set forth in item 4. The hour and date specified for receipt of  is extended,  is not extended.  
 Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as extended by one of the following methods:  
 (a) By completing items 8 and 13, and returning \_\_\_\_\_ copies of the document; (b) By acknowledging receipt of this amendment on each copy of the offer or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required): SEE SCHEDULE

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.  
 B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).  
 X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Contract Clause No. 84, "Changes Cost-Reimbursement At V" and FAR 8.302-8  
 D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor  is not,  is required to sign this document and return \_\_\_\_\_ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCP section headings, including solicitation/contract subject matter where feasible):  
 Cage Code: 1CEX7  
 TIN: 04-2977414  
 Order No.: EROD730200-01A  
 See Page 2

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remain unchanged and in full force and effect.  
 15A. NAME AND TITLE OF SIGNER (Type or print): Paul J. Abely 15B. NAME AND TITLE OF CONTRACTING OFFICER (Type or print): (b)(6)  
 15C. DATE SIGNED: 10/25/99 15D. DATE SIGNED: 16 Oct 99

000322

**CONTINUATION SHEET**REFERENCE NO. OF DOCUMENT BEING CONTINUED  
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RAYTHEON COMPANY

## SECTION SF 30 BLOCK 14 CONTINUATION PAGE

Whereas, due to reduced Fiscal Year funding, the government and the contractor have agreed to modify the contract; and

Whereas, the contractor has submitted a proposal for this modification, and

Whereas, the parties have negotiated an equitable adjustment for this modification to the contract, and

NOW, THEREFORE, the contract is modified as follows:

1. Section B- SUPPLIES OR SERVICES AND PRICES/COSTS is modified as follows:

a. Paragraph B-1. Line Item Description of the contract is modified to delete the Contract Line Item Number (CLIN) structure in the contract and replace it with the CLIN structure shown below:

**B-1. LINE ITEM DESCRIPTION:** In accordance with this contract, the contractor, independently and not as an agent of the Government, shall provide all necessary materials, labor, equipment, and facilities, except as specified herein to be furnished by the Government, and shall do all that which is necessary or incident to the satisfactory and timely performance of the following Contract Line Item Number (CLIN):

<u>CLIN</u>	<u>SUPPLIES OR SERVICES</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>AMOUNT</u>
	<b>BASIC</b>			
0001	Risk Mitigation - Statement of Work SW-JLENS-16-97, dated 1 Oct 99, Rev 1, titled "JLENS Program", incorporated herein and attached as set forth in Part III, Section J, hereof. Paragraphs for Risk Mitigation in said SOW and the contractor's Risk Mitigation Approach attached to this contract as Attachment A6.	1	Task	\$ 437,946
0002	Contract Data Requirements List (CDRL), DD Form 1423, Exhibit A, consisting of Exhibit Line Item Nos. A001, A002, A004, A006, A008, A015, A019 and A020 incorporated herein and attached as set forth in Part III, Section J, hereof.	1	Lot	Not Separately Priced
0003	Program Definition and Risk Reduction (PDRR) - Statement of Work SW-JLENS-16-97, dated 1 Oct 99, Rev 1, titled "JLENS Program", incorporated herein and attached as set forth in Part III, Section J, hereof. Paragraphs 1.1, 1.2, 1.3, 2.1, 2.2, 2.3, 2.4, 2.5, 2.6, 2.6.2, 2.6.3, 2.9, 3.1, 3.2, 3.3, 3.4, 3.5.1, 3.5.2, 3.5.3, 3.5.4, 3.5.5, 3.5.6, 3.5.7, 3.5.8, 3.6, 3.7, 3.8, 3.9,	1	Task	\$ 145,166,476

000323

NAME OF OFFEROR OR CONTRACTOR  
RAYTHEON COMPANY

<u>CLIN</u>	<u>SUPPLIES OR SERVICES</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>AMOUNT</u>
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3.9.1, 3.9.2, 3.10.1, 3.10.1.1, 3.10.1.2, 4.1, 4.2, 5.1, 5.2, 5.3, 5.4, 5.5, 6.1, 6.1.1, 6.1.2, 6.2, 6.3, 6.4, and 7.0 in said SOW.

0004	Contract Data Requirements List (CDRL), DD Form 1423, Exhibit A, consisting of Exhibit Line Item Nos. A001 through A020, incorporated herein and attached as set forth in Part III, Section J, hereof.	1	Lot	Not Separately Priced
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**OPTION I**

0005	PTIR Fabrication, Integration, Test & Demonstration - Statement of Work SW-JLENS-16-97, dated 1 Oct 99, Rev 1, titled "JLENS Program", incorporated herein and attached as set forth in Part III, Section J, hereof. Paragraphs 1.1, 1.2, 1.3, 2.1, 2.2, 2.3, 2.4, 2.5, 2.6, 2.6.2, 2.6.3, 2.9, 3.1, 3.2, 3.3, 3.4, 3.5.1, 3.5.2, 3.5.3, 3.5.4, 3.5.5, 3.5.6, 3.5.7, 3.5.8, 3.6, 3.7, 3.8, 3.9, 3.9.1, 3.9.2, 3.10.1, 3.10.1.1, 3.10.1.2, 4.1, 4.2, 5.1, 5.2, 5.3, 5.4, 5.5, 5.6, 6.1, 6.1.1, 6.1.2, 6.2, 6.3, 6.4, and 7.0 in said SOW.	1	<u>Task</u>	\$164,011,800 NTE*
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	0005AA PTIR Fabrication, Integration, and Test		<u>Task</u>	
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	0005AB Mobile Mooring Station	1		\$ 16,934,000 NTE*
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	0005AC Leave Behind Capability including Ground Support Equipment	1	Task	\$ 33,303,900 NTE*
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0006	Contract Data Requirements List (CDRL), DD Form 1423, Exhibit A, consisting of Exhibit Line Item Nos. A001 through A020, incorporated herein and attached as set forth in Part III, Section J, hereof.	1	Lot	Not Separately Priced
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4 OF 11NAME OF OFFEROR OR CONTRACTOR  
RAYTHEON COMPANY**OPTION II**

0007	SuR Design, Fabrication, Integration, Test & Demonstration - Statement of Work SW-JLENS-16-97, dated 1 Oct 99, Rev 1, titled "JLENS Program", incorporated herein and attached as set forth in Part III, Section J, hereof. Paragraphs 1.1, 1.2, 1.3, 2.1, 2.2, 2.3, 2.4, 2.5, 2.6, 2.6.2, 2.6.3, 2.9, 3.1, 3.2, 3.3, 3.4, 3.5.1, 3.5.2, 3.5.3, 3.5.4, 3.5.5, 3.5.6, 3.5.7, 3.5.8, 3.6, 3.7, 3.8, 3.9, 3.9.1, 3.9.2, 3.10.1, 3.10.1.1, 3.10.1.2, 4.1, 4.2, 5.1, 5.2, 5.3, 5.4, 5.5, 5.6, 6.1, 6.1.1, 6.1.2, 6.2, 6.3, 6.4, and 7.0 in said SOW.			
	0007AA SuR Design, Fabrication, Integration, Test	1	Task	\$185,932,600 NTE*
	0007AB Mobile Mooring Station	1	Task	\$ 10,868,600 NTE*
	0007AC Leave Behind Capability including Ground Support Equipment	1	Task	\$ 61,868,600 NTE *
0008	Contract Data Requirements List (CDRL), DD Form 1423, Exhibit A, consisting of Exhibit Line Item Nos. A001 through A020, incorporated herein and attached as set forth in Part III, Section J, hereof.	1	Lot	Not Separately Priced

**OPTION III**

0009	Component Demonstrations/Exercises - Statement of Work SW-JLENS-16-97, dated 1 Oct 99, Rev 1, titled "JLENS Program", incorporated herein and attached as set forth in Part III, Section J, hereof. Paragraphs 1.1, 1.2, 1.3, 2.1, 2.2, 2.3, 2.4, 2.5, 2.6, 2.6.1, 2.9, 3.1, 3.4, 3.5.1, 3.5.6, 3.5.7, 3.5.8, 3.6, 3.7, 3.8, 3.9.2, 4.1, 4.2, 5.1, 5.2, 5.4, 5.5, 5.6, 6.1, 6.1.1, 6.1.2, 6.2, 6.3, 6.4, and 7.0 in said SOW.		See B-10	\$ 20,798,700 NTE*
0010	Contract Data Requirements List (CDRL), DD Form 1423, Exhibit A, consisting of Exhibit Line Item Nos. A001, A002, A006, A010, A0012, A0014, A015, A016, A017, A018, A019, A020 and A021 incorporated herein and attached as set forth in Part III, Section J, hereof.	1	Lot	Not Separately Priced

**OPTION IV**

0011	Operations & Sustainment - Statement of Work SW-JLENS-16-97, dated 1 Oct 99, titled "JLENS Demonstration Program", incorporated herein and attached as set forth in Part III, Section J, hereof. Paragraphs 1.1, 1.2, 1.3, 2.1, 2.2, 2.3, 2.4, 2.5, 2.6.1,	1	Task	\$ 41,558,000 NTE*
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**CONTINUATION SHEET**

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2.6.2, 2.6.3, 2.9, 3.1, 3.2, 3.4, 3.5.1, 3.5.6, 3.5.7, 3.5.8,  
3.6, 3.7, 3.8, 3.9.2, 5.6, 6.1, 6.1.1, 6.1.2, 6.2, 6.3, 6.4,  
7.0, and 8.0 in said Scope of Work.

0012	Contract Data Requirements List (CDRL), DD Form 1423, Exhibit B, consisting of Exhibit Line Item Nos. B001 through B010, incorporated herein and attached as set forth in Part III, Section J, hereof.	1	Lot	Not Separately Priced
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\*Not-to-Exceed (NTE) subject to downward negotiations only.

b. Paragraphs B-2 through B-10 of the current contract are deleted and replaced with paragraphs B-2 through B-12 as reflected herein and on the attached slipsheet pages to the contract.

1. B-2. ESTIMATED COST FOR CLINs 0001/0002: is modified to read as follows:

- a. The estimated cost of the CLIN, is [REDACTED]
- b. The total CLIN amount is [REDACTED]

(b)(4)

2. B-3. TARGET COST, TARGET FEE, MINIMUM INCENTIVE FEE, MAXIMUM INCENTIVE FEE, AND INCENTIVE ARRANGEMENT FOR CLINs 0003/0004:

- a. Target cost: [REDACTED]
- b. Target fee: [REDACTED]
- c. Minimum incentive fee: [REDACTED]
- d. Maximum incentive fee: [REDACTED]
- e. Total a. & b. [REDACTED]

(b)(4)

3. B-4 & B-5. TARGET COST, TARGET FEE, MINIMUM INCENTIVE FEE, MAXIMUM INCENTIVE FEE, AND INCENTIVE ARRANGEMENT FOR CLINs 0005/0006 (Option I) and CLINs 0007/0008 (Option II) is modified/added as shown on the attached slipsheet pages.:

4. B-6 & B-7. ESTIMATED COST, FIXED FEE, AND TOTAL AMOUNT FOR CLINs 0009/0010 (Option III) and CLINs 0011/0012 (Option IV) is modified/added as shown as the attached slipsheet pages.:

5. B-8 COST/SHARE RATIO STRUCTURE FOR CLINs 0001/0002: The performance of the effort required by CLINs 0001 and 0002 shall be on a cost-reimbursement basis.

000326

**CONTINUATION SHEET**

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RAYTHEON COMPANY

**RISK MITIGATION:** In accordance with General Provisions FAR 52.216-7, entitled "Allowable Cost and Payment", and FAR 52.216-12, "Cost Sharing Contract - No Fee", as applicable, the total amount for reimbursement of costs for performance under CLINs 0001 and 0002 is as set forth below:

	CLIN 0001	CLIN 0002	TOTAL TARGET COST
Target Cost	[REDACTED]	NSP*	[REDACTED]

(b)(4)

**\*Not Separately Priced**

Notwithstanding FAR 52.232-22, "Limitation of Funds", the contractor agrees to the following cost share ratio:

[REDACTED] (government/contractor) for the total allowable cost of CLINs 0001 and 0002 until the allowable cost equals [REDACTED]. Notwithstanding any other provision of the contract, the Government will reimburse the contractor [REDACTED] of the allowable cost of performance under CLINs 0001 and 0002 until the allowable cost equals [REDACTED] at which point the contractor shall continue performance of the effort required by CLINs 0001 and 0002 at a share ration of [REDACTED] (government/contractor) until completion or until the contractor's share equals [REDACTED] which ever occurs first. All costs in excess of the amount when the contractor's share equals [REDACTED] will be [REDACTED] contractor.

(b)(4)

**6. B-9. INCENTIVE FEE FOR CLINs 0003/0004:**

**Program Definition and Risk Reduction (PDRR) -** In accordance with General Provisions FAR 52.216-7, entitled "Allowable Cost and Payments", and FAR 52.216-10, entitled "Incentive Fee", the total amount for reimbursement of cost and fee for performance under CLINs 0003 and 0004 is set forth below:

Target Cost	[REDACTED]	
Target Fee	[REDACTED]	
Incentive Arrangement:	Maximum Fee -	[REDACTED]
	Minimum Fee -	[REDACTED]

(b)(4)

(Share Ratio: government/contractor)

**Underrun:** [REDACTED] for the amount by which the total allowable cost is less than the target cost until maximum fee is attained.

(b)(4)

**Overrun:** [REDACTED] for the amount by which the total allowable cost exceeds the target cost until minimum fee is attained.

000327

**CONTINUATION SHEET**

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RAYTHEON COMPANY

**FAR 52.216-10 INCENTIVE FEE**

Paragraph (e)(1) is stated as follows:

"(e) Fee Payable. (1) The fee payable under this contract shall be the target fee increased by [REDACTED] for every dollar that the total allowable cost is less than the target cost or decreased by [REDACTED] for every dollar that the total allowable cost exceeds the target cost. In no event shall the fee be greater than [REDACTED] or less than [REDACTED] of the target cost. (b)(4)

7. Paragraph B-10. LEVEL OF EFFORT (APPLICABLE TO CLINs 0009 and 0010) is added as shown on the attached slipsheet pages.

8. Paragraph B-11. COMPLETION TYPE COST REIMBURSEMENT CONTRACT: and paragraph B-12. SEPARATE APPLICATION OF FUNDING: are modified as shown on the attached slipsheet pages to the contract.

9. SECTION F – DELIVERIES OR PERFORMANCE, Paragraph F-1. COMPLETION OF REQUIREMENT; is modified to delete the subparagraph a. through d. and replace with the following subparagraphs:

a. The contractor shall complete the task required by CLIN 0001 and complete delivery of all data and reports required by CLIN 0002 by 30 Aug 99.

b. The contractor shall complete the task required by CLIN 0003 and complete delivery of all data and reports required by CLIN 0004 by 30 Sep 05.

c. The contractor shall complete the task required by CLIN 0005 and complete delivery of all data and reports required by CLIN 0006 by 30 Sep 05 for each Subclin, if exercised.

d. The contractor shall complete the task required by CLIN 0007 and complete delivery of all data and reports required by CLIN 0008 by 30 Sep 05 for each Subclin, if exercised.

e. The contractor shall provide all level of effort, data and reports required by CLINs 0009 and 0010 by 30 Sep 05.

f. The contractor shall complete the task required by CLIN 0011 and complete delivery of all data and reports required by CLIN 0012 by 30 Sep 07.

10. Paragraph F-5. MILESTONE EVENTS AND PERFORMANCE PERIOD: for CLIN 0003 and subsequent CLINs are deleted and replaced with the following:

MILESTONE EVENT	TIME PERIOD	
<u>CLIN 0003</u>		
[REDACTED]	Second Quarter FY 00	(b)(3)(A)
PDRR PTIR CDR	Fourth Quarter FY 01	(i)&Title 10 Sec 130 (a)(b)
PDRR PTIR Near Field Range Test	Fourth Quarter FY 02	

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Mobile Mooring Station Preliminary Design Review	Third Quarter FY 03	
PDRR SuR EMPS [REDACTED]	Third Quarter FY 05	(b)(3)(A)
Mobile Mooring Station Critical Design Review	Third Quarter FY 05	(i)&Title 10 Sec 130 (a)(b)
<u>CLIN 0005</u>		
[REDACTED]	Third Quarter FY 04	(b)(3)(A)(i)&Title 10 Sec 130 (a)(b)
<u>CLIN 0007</u>		
SuR Preliminary Design Review	Fourth Quarter FY 02	
SuR Critical Design Review	Third Quarter FY 03	
[REDACTED]	Third Quarter FY 05	(b)(3)(A) (i)&Title 10 Sec 130 (a)(b)
<u>CLIN 0011</u>		
Deliver Final Report	Twenty-four Months after exercise of Option	

**11. SECTION G – CONTRACT ADMINISTRATION DATA: is modified as follows:**

a. Paragraph G-1. **INVOICING AND VOUCHING:** is modified to reflect the change in the type of contract for each CLIN and the change in the CLIN numbers as shown on the attached slipsheet pages to the contract.

b. Paragraph G-6. **IMPLEMENTATION OF AND EXPLANATION OF THE RELATIONSHIP OF THE LIMITATION OF FUNDS (LOF) CLAUSE TO FEE OBLIGATIONS:** is modified to delete the asteriks and the footnote at the bottom of the page which reads "This amount is pending settlement of Modifications P00017, P00022, P00027, and P00029." This paragraph is also modified as shown on the attached slipsheet pages to reflect the revised negotiated amounts and the new CLIN structure.

c. Paragraph G-8. **REMITTANCE ADDRESS:** is modified to change H&R Company to Raytheon Company.

**12. SECTION H – SPECIAL CONTRACT REQUIREMENTS. Is modified as follows:**

a. Paragraph H-1. **TECHNICAL COGINZANCE AND TECHNICAL DIRECTION:**, subparagraph a. is modified to change the office symbol to SMDC-AC-J.

b. H-2. **AWARD FEE EVALUATION (APPLICABLE TO CLINs 0005 and 0006):** is deleted in its entirety and an H-2. **DOWNWARD ADJUSTMENT PROVISION REGARDING SUBCONTRACT COSTS:** is added as shown below:

NAME OF OFFEROR OR CONTRACTOR  
RAYTHEON COMPANY

H-2. DOWNWARD ADJUSTMENT PROVISION REGARDING SUBCONTRACT COSTS:

a. The target cost and incentive fee of this contract with respect to CLINs 0003 and 0004, are subject to a downward adjustment only, in accordance with the conditions set forth herein. Following is a breakdown of the proposed subcontract efforts and the estimated amounts accepted during negotiations subject to the terms of this clause:

SUBCONTRACTOR	PRICE INCLUDED IN NEGOTIATED VALUE
TRW	
TCOM	

(b)(4)

b. Upon completion of each subcontractor negotiations with the aforementioned subcontractor, the contractor shall notify the Contracting Officer of the amount negotiated and shall submit to the Contracting Officer accurate, complete, current, and subcontractor certified, subcontract cost, or pricing data together with the supporting prime contractor evaluation and negotiation documentation.

c. In the event that the total negotiated amount is less than that stated in a. above, the parties hereto shall negotiate a downward adjustment in the target cost and incentive fee of this contract and the contract shall be modified in writing accordingly to reflect such downward adjustment and the deletion of this provision in its entirety. In the event that the parties are unable to agree upon such downward adjustment, such disagreement shall be deemed to be a dispute in accordance with the terms of the "Disputes" clause of this contract. In the event that the negotiated amount is equal to or greater than that state above, the contract shall be amended in writing to delete this provision in its entirety.

c. Paragraph H-3. OPTIONS is modified to read as follows:

The options CLINs stipulated in the contract may be exercised at the unilateral option of the government. The exercise of the option CLIN shall be by written notice provided to the contractor by the Contracting officer not later than the dates shown below provided preliminary notice is given by the government thirty (30) days prior to option exercise. The contractor shall incur no costs chargeable to any option CLIN until the Contracting Officer has provided written notification that the option CLIN has been exercised. The option CLIN may be exercised individually and the exercise of an option will include its attendant data item CLIN.

OPTION	DATE
CLINs 0005 and 0006 (Option I)	
0005AA	NLT 30 Dec 00
0005AB	NLT 30 Dec 02
0005AC	NLT 30 Jun 03
CLINs 0007 and 0008 (Option II)	
0007AA	NLT 30 Nov 01
0007AB	NT 30 Nov 02
0007AC	NLT 30 Jun 03
CLINs 0009 and 0010 (Option III)	NLT 30 Sep 05
CLINs 00011 and 0012 (Option IV)	NLT 30 Dec 05

000330

**CONTINUATION SHEET**REFERENCE NO. OF DOCUMENT BEING CONTINUED  
DASG60-98-C-0001-P00034PAGE  
10 OF 11NAME OF OFFEROR OR CONTRACTOR  
RAYTHEON COMPANY

CLIN 0009 – At the unilateral option of the government, CLIN 0009 may be exercised incrementally or totally at any time during the period of performance of the contract, up to the amount set forth in Section B of the contract. The CPFF unit price per DPPH (TBD) will be used to exercise CLIN 0009, if it is exercised incrementally

In the event the contractor fails to complete the milestones required by F-5 of the contract for CLIN 0003, the government may postpone the exercise of the option for CLINs 0005/0006 without increase in the estimated cost and fee. In the event the contractor fails to complete the milestones required by F-5 of the contractor for CLIN 0005, the government may postpone the exercise of the option for CLINs 0007/0008 without increase in the estimated cost and fee. In the event the contractor fails to complete the milestones required by F-5 of the contract of CLIN 0005 and/or CLIN 0007, the government may postpone the exercise of the option for CLINs 0011/0012 without increase in the estimated cost and fee.

Subclin 0005AA and Subclin 0005AB may be exercised individually. Subclin 0005AC may only be exercised if Subclin 0005AA and Subclin 0005AB have been exercised. Subclin 0007AA and Subclin 0007AB may be exercised individually. Subclin 0007AC may only be exercised if subclin 0007AA have been exercised.

d. Paragraph H-10. INCREMENTAL FUNDING OF THE CONTRACT is modified to reflect the current planned funding as shown on the attached slipsheets to the contract.

13. SECTION J – LIST OF ATTACHMENTS: is modified as shown on the attached slipsheet pages to the contract. A revised Statement of Work, Contract Data Requirements List (CDRLs), Contract Security Classification Specification (DD Form 254-E), Security Guides, Performance Requirements Document, Government Furnished Property List, Raytheon Systems Company Comprehensive Small Business Subcontracting Plan, and Rights in Technical Data & Computer Software is incorporated into the contract.

14. In consideration for the modification agreed to herein as complete equitable adjustment of the contractor's proposal RAY/CA/0043-99, 15 Sep 99, restructure proposal, the contractor hereby releases the Government from any and all liability under this contract for further equitable adjustment attributable to such facts or circumstances giving rise to the "proposal for adjustment."

15. The following page substitutions are hereby incorporated into the contract:

DELETE	ADD
Page 1, Modification P00013	Page 1, Modification P00034
Page 2, Modification P00013	Page 2, Modification P00034
Page 3, Modification P00013	Page 3, Modification P00034
	Page 3A, Modification P00034
Page 4, Modification P00013	Page 4, Modification P00034
	Page 4A, Modification P00034
	Page 4B, Modification P00034
Page 5, Modification P00013	Page 5, Modification P00034
Page 6, Modification P00013	Page 6, Modification P00034
Page 7, Basic Contract	Page 7, Modification P00034
Page 9, Basic Contract	Page 9, Modification P00034
Page 10, Basic Contract	Page 10, Modification P00034
Page 11, Basic Contract	Page 11, Modification P00034
Page 12, Basic Contract	Page 12, Modification P00034

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**CONTINUATION SHEET**REFERENCE NO. OF DOCUMENT BEING CONTINUED  
DASG60-98-C-0001-P00034PAGE  
11 OF 11NAME OF OFFEROR OR CONTRACTOR  
RAYTHEON COMPANY

Page 14, Modification P00033-	Page 14, Modification P00034
	Page 14A, Modification P00034
	Page 14B, Modification P00034
Page 15, Basic Contract	Page 15, Modification P00034
Page 16, Basic Contract	Page 16, Modification P00034
Page 17, Basic Contract	Page 17, Modification P00034
Page 18, Basic Contract	Page 18, Modification P00034
Page 19, Basic Contract	Page 19, Modification P00034
Page 21, Modification P00033	Page 21, Modification P00034
Page 22, Modification P00029	Page 22, Modification P00034
Page 27, Basic Contract	Page 27, Modification P00034
Page 47, Modification P00028	Page 47, Modification P00034
Page 48, Modification P00031	Page 48, Modification P00034

000332

<b>AWARD/CONTRACT</b>		1. THIS CONTRACT IS A RATFD ORDER UNDER DPAS (15 CFR 350)	RATING DX-A2	PAGE OF PAGES 1   43	
CONTRACT (Proc. Inst. Ident.) NO. ASG60-98-C-0001		3. EFFECTIVE DATE 98 Jan 30	4. REQUISITION/PURCHASE REQUISITION SUBJECT NO. ORDER NO.: ER8D700500-01		
AWARD BY ARMY SPACE AND MISSILE DEFENSE COMMAND ITR & ACQ MGT OFC, SMDC-CM-CN P.O. BOX 1500, HUNTSVILLE, AL 35807-3801  JUDITH A. STAGGS (205)955-4059		CODE W31RPD 6. ADMINISTERED BY (If other than Item 5) DEFENSE LOGISTICS AGENCY P.O. BOX 928 Hanover, MD 21076  SCD: A      ADP: NA      PAS: NONE	8. DELIVERY <input type="checkbox"/> FOB ORIGIN <input checked="" type="checkbox"/> OTHER (See below)		
7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, State and ZIP Code)  RAYTHEON COMPANY dba RAYTHEON SYSTEMS COMPANY 180 HARTWELL ROAD BEDFORD, MA 01730		9. DISCOUNT FOR PROMPT PAYMENT  NET			
CODE 04164 11. SHIP TO/MARK FOR SEE DISTRIBUTION LIST ATTACHED TO DD FORM 1423	FACILITY CODE	10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN: ITEM See Section G, Para. G-1			
12. PAYMENT WILL BE MADE BY DFAS Columbus Center mailing procedures provided under separate cover		13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input checked="" type="checkbox"/> 10 USC 2304(a)(6) <input type="checkbox"/> 41 USC 253(a)(1)			
14. ACCOUNTING AND APPROPRIATION DATA See Section G-5		15. TOTAL AMOUNT OF CONTRACT    \$ 145,604,42			
16. TABLE OF CONTENTS					
(✓) SEC.	DESCRIPTION	PAGE(S)	(✓) SEC.	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE			PART II - CONTRACT CLAUSES		
✓ A	SOLICITATION/CONTRACT FORM	1	✓ I	CONTRACT CLAUSES	25-
✓ B	SUPPLIES OR SERVICES AND PRICES/COSTS	2-7	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.		
✓ C	DESCRIPTION/SPECS./WORK STATEMENT		✓ J	LIST OF ATTACHMENTS	47-
✓ D	PACKAGING AND MARKING	8	PART IV - REPRESENTATIONS AND INSTRUCTIONS		
✓ E	INSPECTION AND ACCEPTANCE	9	✓ K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	
✓ F	DELIVERIES OR PERFORMANCE	10-11	✓ L	INSTRS., CONDS., AND NOTICES TO OFFERORS	
✓ G	CONTRACT ADMINISTRATION DATA	12-15	✓ M	EVALUATION FACTORS FOR AWARD	
✓ H	SPECIAL CONTRACT REQUIREMENTS	16-24			
CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE					
17. <input checked="" type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return 1 copy 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 solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.		
19. NAME AND TITLE OF SIGNER (Type or print)  See Page 1A NAME OF CONTRACTOR  _____ (Signature of person authorized to sign)			20A. NAME OF CONTRACTING OFFICER  See Page 1A 20B. UNITED STATES OF AMERICA BY _____ (Signature of Contracting Officer)		
19C. DATE SIGNED			20C. DATE SIGNED		

PART I - THE SCHEDULESECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

B-1. LINE ITEM DESCRIPTION: In accordance with this contract, the contractor, independently and not as an agent of the Government, shall provide all necessary materials, labor, equipment, and facilities, except as specified herein to be furnished by the Government, and shall do all that which is necessary or incident to the satisfactory and timely performance of the following Contract Line Item Number (CLIN):

<u>CLIN</u>	<u>SUPPLIES OR SERVICES</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>AMOUNT</u>
<u>BASIC (SEGMENT 1)</u>				
0001	Risk Mitigation – Statement of Work SW-JLENS-16-97, dated 1 Oct 99, Rev 1, titled “JLENS Program,” incorporated herein and attached as set forth in Part III, Section J, hereof. Paragraphs for Risk Mitigation in said Statement of Work and the contractor’s Risk Mitigation Approach attached to this contract as Attachment A6.	1	Task	\$ 437,946
0002	Contract Data Requirements List (CDRL), DD Form 1423, Exhibit A, consisting of Exhibit Line Item Nos. A001, A002, A004, A006, A008, A015, A019 and A020 incorporated herein and attached as set forth in Part III, Section J, hereof.	1	Lot	Not Separately Priced
0003	Program Definition and Risk Reduction (PDRR) – Statement of Work SW-JLENS-16-97, dated 1 Oct 99, Rev 1, titled “JLENS Program,” incorporated herein and attached as set forth in Part III, Section J, hereof. Paragraphs 1.1, 1.2, 1.3, 2.1, 2.2, 2.3, 2.4, 2.5, 2.6, 2.6.2, 2.6.3, 2.9, 3.1, 3.2, 3.3, 3.4, 3.5.1, 3.5.2, 3.5.3, 3.5.4, 3.5.5, 3.5.6, 3.5.7, 3.5.8, 3.6, 3.7, 3.8, 3.9, 3.9.1, 3.9.2, 3.10.1, 3.10.1.1, 3.10.1.2, 4.1, 4.2, 5.1, 5.2, 5.3, 5.4, 5.5, 6.1, 6.1.1, 6.1.2, 6.2, 6.3, 6.4, and 7.0 in said Statement of Work.	1	Task	\$145,166,476
0004	Contract Data Requirements List (CDRL), DD Form 1423, Exhibit A, consisting of Exhibit Line Item Nos. A001 through A020, incorporated herein and attached as set forth in Part III, Section J, hereof.	1	Lot	Not Separately Priced

000334

<u>CLIN</u>	<u>SUPPLIES OR SERVICES</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>AMOUNT</u>
<u>OPTION I</u>				
0005	PTIR Fabrication Integration, Test and Demonstration – Statement of Work SW-JLENS-16-97, dated 1 Oct 99, titled “JLENS Program,” incorporated herein and attached as set forth in Part III, Section J, hereof. Paragraphs 1.1, 1.2, 1.3, 2.1, 2.2, 2.3, 2.4, 2.5, 2.6, 2.6.2, 2.6.3, 2.9, 3.1, 3.2, 3.3, 3.4, 3.5.1, 3.5.2, 3.5.3, 3.5.4, 3.5.5, 3.5.6, 3.5.7, 3.5.8, 3.6, 3.7, 3.8, 3.9, 3.9.1, 3.9.2, 3.10.1, 3.10.1.1, 3.10.1.2, 4.1, 4.2, 5.1, 5.2, 5.3, 5.4, 5.5, 5.6, 6.1, 6.1.1, 6.1.2, 6.2, 6.3, 6.4, and 7.0 in said Statement of Work.			
0005AA	PTIR Fabrication, Integration, and Test	1	Task	\$164,011,800*
0005AB	Mobile Mooring Station	1	Task	\$ 16,934,000*
0005AC	Leave Behind Capability including Ground Support Equipment	1	Task	\$ 33,303,900*
0006	Contract Data Requirements List (CDRL), DD Form 1423, Exhibit A, consisting of Exhibit Line Item Nos. A001 through A020, incorporated herein and attached as set forth in Part III, Section J, hereof.	1	Lot	Not Separately Priced
<u>OPTION II</u>				
0007	SuR Design, Fabrication, Integration, Test and Demonstration – Statement of Work SW-JLENS-16-97, dated 1 Oct 99, Rev 1, titled “JLENS Program,” Incorporated herein and attached as set forth in Part III, Section J, hereof. Paragraphs 1.1, 1.2, 1.3, 2.1, 2.2, 2.3, 2.4, 2.5, 2.6, 2.6.2, 2.6.3, 2.9, 3.1, 3.2, 3.3, 3.4, 3.5.1, 3.5.2, 3.5.3, 3.5.4, 3.5.5, 3.5.6, 3.5.7, 3.5.8, 3.6, 3.7, 3.8, 3.9, 3.9.1, 3.9.2, 3.10.1, 3.10.1.1, 3.10.1.2, 4.1, 4.2, 5.1, 5.2, 5.3, 5.4, 5.5, 5.6, 6.1, 6.1.1, 6.1.2, 6.2, 6.3, 6.4, and 7.0 in said Statement of Work.			
0007AA	SuR Design, Fabrication, Integration, Test	1	Task	\$185,932,600*
0007AB	Mobile Mooring Station	1	Task	\$ 10,868,600*
0007AC	Leave Behind Capability including Ground Support Equipment	1	Task	\$ 61,868,600*

\*NOT-TO-EXCEED (NTE) SUBJECT TO DOWNWARD NEGOTIATIONS ONLY.

000335

<u>CLIN</u>	<u>SUPPLIES OR SERVICES</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>AMOUNT</u>
0008	Contract Data Requirements List (CDRL), DD Form 1423, Exhibit A, consisting of Exhibit Line Item Nos. A001 through A020, incorporated herein and attached as set forth in Part III, Section J, hereof.	1	Lot	Not Separately Priced
<u>OPTION III</u>				
0009	Component Demonstrations/Exercises – Statement of Work SW-JLENS-16-97, dated 1 Oct 99, Rev 1, titled “JLENS Program,” incorporated herein and attached as set forth in Part III, Section J, hereof. Paragraphs 1.1, 1.2, 1.3, 2.1, 2.2, 2.3, 2.4, 2.5, 2.6, 2.6.1, 2.9, 3.1, 3.4, 3.5.1, 3.5.6, 3.5.7, 3.5.8, 3.6, 3.7, 3.8, 3.9.2, 4.1, 4.2, 5.1, 5.2, 5.4, 5.5, 5.6, 6.1, 6.1.1, 6.1.2, 6.2, 6.3, 6.4, and 7.0 in said Statement of Work.	See B-10		\$ 20,798,700*
0010	Contract Data Requirements List (CDRL), DD Form 1423, Exhibit A, consisting of Exhibit Line Item Nos. A001, A002, A006, A010, A012, A014, A015, A016, A017, A018, A019, A020 and A021, incorporated herein and attached as set forth in Part III, Section J, hereof.	1	Lot	Not Separately Priced
<u>OPTION IV</u>				
0011	Operations & Sustainment (O&S) Support – Statement of Work SW-JLENS-16-97, dated 1 Oct 99, Rev 1, titled “JLENS Program,” incorporated herein and attached as set forth in Part III, Section J, hereof. Paragraphs 1.1, 1.2, 1.3, 2.1, 2.2, 2.3, 2.4, 2.5, 2.6.1, 2.6.2, 2.6.3, 2.9, 3.1, 3.2, 3.4, 3.5.1, 3.5.6, 3.5.7, 3.5.8, 3.6, 3.7, 3.8, 3.9.2, 5.6, 6.1, 6.1.1, 6.1.2, 6.2, 6.3, 6.4, 7.0 and 8.0 in said Statement of Work.	1	Task	\$ 41,558,000*
0012	Contract Data Requirements List (CDRL), DD Form 1423, Exhibit B, consisting of Exhibit Line Item Nos. B001 through B010, incorporated herein and attached as set forth in Part III, Section J, hereof.	1	Lot	Not Separately Priced

\*NOT-TO-EXCEED (NTE) SUBJECT TO DOWNWARD NEGOTIATIONS ONLY.

000336

B-2. ESTIMATED COST FOR CLINs 0001/0002:

- a. The estimated cost of the CLIN, is [REDACTED]
- b. The total CLIN amount is [REDACTED]

(b)(4)

B-3. TARGET COST, TARGET FEE, MINIMUM INCENTIVE FEE, MAXIMUM INCENTIVE FEE, AND INCENTIVE ARRANGEMENT FOR CLINs 0003/0004:

- a. Target cost: [REDACTED]
- b. Target fee: [REDACTED]
- c. Minimum incentive fee: [REDACTED]
- d. Maximum incentive fee: [REDACTED]
- e. Total target cost and target fee: [REDACTED]

(b)(4)

B-4. TARGET COST, TARGET FEE, MINIMUM INCENTIVE FEE, MAXIMUM INCENTIVE FEE, AND INCENTIVE ARRANGEMENT FOR CLINs 0005/0006:

SUBCLIN 0005AA

- a. Target cost: \$ TBD
- b. Target fee: \$ TBD
- c. Minimum incentive fee: \$ TBD
- d. Maximum incentive fee: \$ TBD
- e. Total target cost and target fee: [REDACTED]

(b)(4)

SUBCLIN 0005AB

- a. Target cost: \$ TBD
- b. Target fee: \$ TBD
- c. Minimum incentive fee: \$ TBD
- d. Maximum incentive fee: \$ TBD
- e. Total target cost and target fee: [REDACTED]

(b)(4)

\*NOT-TO-EXCEED (NTE) SUBJECT TO DOWNWARD NEGOTIATIONS ONLY.

000337

SUBCLIN 0005AC

- a. Target cost: \$ TBD
- b. Target fee: \$ TBD
- c. Minimum incentive fee: \$ TBD
- d. Maximum incentive fee: \$ TBD
- e. Total target cost and target fee: [REDACTED] (b)(4)

B-5. TARGET COST, TARGET FEE, MINIMUM INCENTIVE FEE, MAXIMUM INCENTIVE FEE, AND INCENTIVE ARRANGEMENT FOR CLINs 0007/0008:

SUBCLIN 0007AA

- a. Target cost: \$ TBD
- b. Target fee: \$ TBD
- c. Minimum incentive fee: \$ TBD
- d. Maximum incentive fee: \$ TBD
- e. Total target cost and target fee: [REDACTED] (b)(4)

SUBCLIN 0007AB

- a. Target cost: \$ TBD
- b. Target fee: \$ TBD
- c. Minimum incentive fee: \$ TBD
- d. Maximum incentive fee: \$ TBD
- e. Total target cost and target fee: [REDACTED] (b)(4)

\*NOT-TO-EXCEED (NTE) SUBJECT TO DOWNWARD NEGOTIATIONS ONLY.

000338

SUBCLIN 0007AC

- a. Target cost: \$ TBD
- b. Target fee: \$ TBD
- c. Minimum incentive fee: \$ TBD
- d. Maximum incentive fee: \$ TBD
- e. Total target cost and target fee: [REDACTED] (b)(4)

**B-6. ESTIMATED COST, FIXED FEE, AND TOTAL AMOUNT FOR CLINs 0009/0010:**

- a. The estimated cost, exclusive of fixed fee of the contract, is \$ TBD
- b. The fixed fee of the contract is \$ TBD
- c. The total contract amount is \$20,798,700 NTE\*

**B-7. ESTIMATED COST, FIXED FEE, AND TOTAL AMOUNT FOR CLINs 0011/0012:**

- a. The estimated cost, exclusive of fixed fee of the contract, is \$ TBD
- b. The fixed fee of the contract is \$ TBD
- c. The total contract amount is \$41,558,000 NTE\*

**\*NOT-TO-EXCEED (NTE) SUBJECT TO DOWNWARD NEGOTIATIONS ONLY.**

**B-8. COST/SHARE RATIO STRUCTURE FOR CLINs 0001/0002:** The performance of the effort required by CLINs 0001 and 0002 shall be on a cost-reimbursement basis.

**SEGMENT 1A RISK MITIGATION:** In accordance with General Provisions FAR 52.216-7, entitled "Allowable Cost and Payment", and FAR 52.216-12, "Cost Sharing Contract - No Fee", as applicable, the total amount for reimbursement of costs for performance under CLINs 0001 and 0002 is as set forth below:

	CLIN 0001	CLIN 0002	TOTAL TARGET COST
Target Cost	[REDACTED]	NSP*	[REDACTED] (b)(4)

**\*Not Separately Priced**

Notwithstanding FAR 52.232-22, "Limitation of Funds", the contractor agrees to the following cost share ratio:

000339

(b) government/contractor) for the total allowable cost of CLINs 0001 and 0002 until the allowable cost equals (b) Notwithstanding any other provision of the contract, the Government will reimburse the contractor (b) of the allowable cost of performance under CLINs 0001 and 0002 until the allowable cost equals (b) at which point the contractor shall continue performance of the effort required by CLINs 0001 and 0002 at a share ratio of (b) government/contractor) until completion or until the contractor's share equals (b) which ever occurs first. All costs in excess of the amount when the contractor's share equals (b) will be (b) Government (b) Contractor

(b)(4)

B-9. INCENTIVE FEE FOR CLINs 0003/0004:

SEGMENT 1B DESIGN: In accordance with General Provisions FAR 52.216-7, entitled "Allowable Cost and Payments", and FAR 52.216-10, entitled "Incentive Fee", the total amount for reimbursement of cost and fee for performance under CLINs 0003 and 0004 is set forth below:

Target Cost (b)  
Target Fee (b)

(b)(4)

Incentive Arrangement: Maximum Fee - (b)  
Minimum Fee - (b)

(Share Ratio: government/contractor)

Underrun: (b) for the amount by which the total allowable cost is less than the target Cost until maximum fee is attained.

(b)(4)

Overrun: (b) for the amount by which the total allowable cost exceeds the target cost Until minimum fee is attained.

FAR 52.216-10 INCENTIVE FEE

Paragraph (e)(1) is stated as follows:  
“(e) Fee Payable. (1) The fee payable under this contract shall be the target fee increased by (b) for every dollar that the total allowable cost is less than the target cost or decreased by (b) for every dollar that the total allowable cost exceeds the target cost. In no event shall the fee be greater than (b) or less than (b) of the target cost.”

(b)(4)

B-10. LEVEL OF EFFORT (Applicable to CLINs 0009/0010):

a. In the performance of this contract, the contractor shall provide direct productive person hours (DPPH) level of effort by labor category, as set forth below, within the time period as set forth in Section F hereof:

<u>LABOR CATEGORY</u>	<u>DIRECT PRODUCTIVE PERSON HOURS LEVEL OF EFFORT</u>
Engineering and Support	100,000

b. DPPH are defined as prime contractor, consultant, and subcontractor actual direct labor hours exclusive of vacation, holiday, sick leave, and other absences.

c. In accordance with FAR 16.306(d)(2), entitlement to the total fixed fee is subject to the certification by the contractor to the Administrative Contracting Officer that he has exerted the DPPH level of effort by labor category as specified herein in performing the work called for, has provided the reports called for, and the effort performed and reports provided are considered satisfactory by the Government.

B-11. COMPLETION TYPE COST REIMBURSEMENT CONTRACT:

a. Performance of Contract Line Items 0001/0002, 0003/0004, 0005/0006 (if exercised), 0007/0008 (if exercised) and 0011/0012 (if exercised) shall be accomplished on a completion basis as defined in FAR 16.306(d)(1). Pending satisfactory completion of the task, fee payments are provisional and are not final. Fee payments will not become final unless and until the contractor performs the task required by CLINs 0003, 0005 (if exercised), 0007 (if exercised) and 0011 (if exercised) and delivers data required by CLINs 0006 (if exercised), 0008 (if exercised) and 0012 (if exercised) and such are accepted by the Government as being satisfactory. In the event the task cannot be completed by the contractor within the estimated cost of the CLIN, the Government may require completion of the task without increase in fee, provided the Government increases the estimated cost of the CLIN under the LIMITATION OF COST or FUNDS contract clause.

b. CLIN 0001 will be considered complete based upon the completion of the statement of work requirements.

c. CLIN 0003 will be considered complete based upon the completion of the milestones listed in F-5 and the statement of work requirement.

d. CLIN 0005 (if exercised) will be considered complete based upon the completion of [REDACTED] and statement of work requirements.

e. CLIN 0007 (if exercised) will be considered complete based upon the completion of the statement of work requirements.

(b)(3)  
(A)  
(i)&Title  
10 Sec  
130 (a)  
(b)

000341

f. CLIN 0011 (if exercised) will be considered complete based upon completion of the statement of work requirements.

g. CLINs 0002, 0004, 0006 (if exercised), 0008 (if exercised), and 0012 (if exercised) will be considered complete based upon a determination that all data and reports have been submitted and accepted, as set forth in Block 8 of each exhibit line item number of the DD Form 1423.

**B-12. SEPARATE APPLICATION OF FUNDING:** The Limitation of Funds and Allowable Cost and Payments clauses apply separately to each of CLIN sets: 0001/0002, 0003/0004, 0005/0006, 0007/0008, 0009/0010, and 0011/0012.

000342

SECTION E - INSPECTION AND ACCEPTANCE

E-1. CLAUSE INCORPORATED BY REFERENCE (JUN 1988)(FAR 52.252-2): This contract incorporates one or more clauses by reference, with the same force and effect as if it were given in full text. Upon request, the Contracting Officer will make its full text available.

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSE

<u>CLAUSE NUMBER</u>	<u>FAR CITATION</u>	<u>CLAUSE TITLE</u>	<u>DATE</u>
1	52.246-8	INSPECTION OF RESEARCH AND DEVELOPMENT - COST REIMBURSEMENT	APR 1984

E-2. ACCEPTANCE:

a. In conjunction with Section B, the contractor shall separately submit certifications that the requirements of the CLIN have been accomplished in accordance with the terms and conditions of this contract and that related data have been delivered in accordance with the attendant data CLIN. Contracting Officer's acceptance will be furnished following a determination that the requirements have been satisfactorily completed. This shall constitute final inspection and acceptance under the contracts clause titled "INSPECTION OF RESEARCH AND DEVELOPMENT - COST REIMBURSEMENT."

b. The "Final Report" required by the CDRLs shall be accepted by the Government by Contracting Officer's letter. All other data required by the data CLINs shall be accepted in accordance with Block 8 of the sequence numbers of the DD Form 1423.

000343

SECTION F - DELIVERIES OR PERFORMANCE

F-1. COMPLETION OF REQUIREMENT:

- a. The contractor shall complete the task required by CLIN 0001 and complete delivery of all data and reports required by CLIN 0002 by 30 Aug 99.
- b. The contractor shall complete the task required by CLIN 0003 and complete delivery of all data and reports required by CLIN 0004 by 30 Sep 05.
- c. The contractor shall complete the task required by CLIN 0005 and complete delivery of all data and reports required by CLIN 0006 by 30 Sep 05 for each Subclin, if exercised.
- d. The contractor shall complete the task required by CLIN 0007 and complete delivery of all data and reports required by CLIN 0008 by 30 Sep 05 for each Subclin, if exercised.
- e. The contractor shall provide all level of effort, data, and reports required by CLINs 0009 and 0010 by 30 Sep 05.
- f. The contractor shall complete the task required by CLIN 0011 and complete delivery of all data and reports required by CLIN 0012 by 30 Sep 07.

F-2. DATA AND REPORTS: The contractor shall prepare and deliver data and reports in accordance with the Contract Data Requirements List, DD Form 1423.

F-3. PLACE AND METHOD OF DELIVERY:

- a. The contractor shall deliver the reports and data specified in the Contract Data Requirements List, DD Form 1423, transportation charges paid, and addressed to the attention of offices by symbol as shown in Block 14 of DD Form 1423.
- b. The contractor shall furnish the Procuring Contracting Officer and the Administrative Contracting Officer one (1) copy of the transmittal letters submitting data requirements to the offices shown in Block 14 of DD Form 1423.

F-4. CLAUSE INCORPORATED BY REFERENCE (JUN 1988)(FAR 52.252-2): This contract incorporates one or more clauses by reference, with the same force and effect as if it were given in full text. Upon request, the Contracting Officer will make its full text available.

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSE

<u>CLAUSE NUMBER</u>	<u>FAR CITATION</u>	<u>CLAUSE TITLE</u>	<u>DATE</u>
1	52.242-15	STOP WORK ORDER ALTERNATE I	AUG 1989 APR 1984

000344

F-5. MILESTONE EVENTS AND PERFORMANCE PERIOD: The contractor shall accomplish the following milestone events within the specified performance period to assure timely completion of total contract requirements:

MILESTONE EVENT

TIME PERIOD

CLIN 0001

Kickoff Meeting

15 Days After Contract Award

CLIN 0003

[REDACTED]

Second Quarter FY 00

(b)(3)  
(A)  
(i)&Title  
le 10  
Sec 130  
(a)(b)

PDRR PTIR CDR

Fourth Quarter FY 01

PDRR PTIR Near Field Range Test

Fourth Quarter FY 02

Mobile Mooring Station  
 Preliminary Design Review

Third Quarter FY 03

PDRR SuR [REDACTED]

Third Quarter FY 05

(b)(3)(A)  
(i)&Title  
10 Sec  
130 (a)  
(b)

Mobile Mooring Station  
 Critical Design Review

Third Quarter FY 05

CLIN 0005

[REDACTED]

Third Quarter FY 04

(b)(3)(A)  
(i)&Title  
10 Sec  
130 (a)  
(b)

CLIN 0007

SuR Preliminary Design Review

Fourth Quarter FY 02

SuR Critical Design Review

Third Quarter FY 03

[REDACTED]

Third Quarter FY 05

(b)(3)  
(A)  
(i)&Title  
10 Sec  
130 (a)  
(b)

CLIN 0011

Deliver Final Report

Twenty-four Months after  
 Exercise of Option

000345

SECTION G - CONTRACT ADMINISTRATION DATAG-1. INVOICING AND VOUCHERING:

a. Public vouchers, together with any necessary supporting documentation, shall be submitted to the cognizant Defense Contract Audit Agency (DCAA) Office, prior to payment by the Finance and Accounting Office specified in Block 12, Page 1, Section A, of Standard Form 26.

b. A copy of each voucher, together with any necessary supporting documentation, shall also be submitted to the issuing office specified in Block 5, Page 1, Section A of Standard Form 26, concurrently with submission to the DCAA.

c. The contractor shall identify on each public voucher: (1) The accounting classification reference number (ACRN) assigned to the accounting classification which pertains to the charges billed, e.g. "ACRN: AA;" (2) the Order Number/PRON; and (3) the words "BMD CONTRACT" in bold type on the face page of the voucher. Since vouchers are paid by Order Number/PRON within accounting classification, it is necessary that the Order Number/PRON be shown on each voucher.

d. The contractor may include in provisional vouchers target fee based on the percentage of work completed, subject to the withholding reserve of the contract clause titled "Incentive Fee." The Contracting Officer may elect to withhold or accelerate fee payment based upon the Contractor's actual performance as compared to the milestone events target dates as set forth in Section F-5 hereof. (Applicable to CLINs 0003/0004, 0005/0006, and 0007/0008).

e. The contractor may include in provisional vouchers fixed fee based on the percentage of level of effort hours exerted to the total level of effort hours stipulated in Section B, Paragraph B-18, subject to the withholding reserve of the contract clause titled "Fixed Fee." (Applicable to CLINs 0009/0010).

f. The contractor may include in provisional vouchers fixed fee based on the percentage of work completed, subject to the withholding reserve of the contract clause titled "Fixed Fee." The Contracting Officer may elect to withhold or accelerate fee payment based upon the Contractor's actual performance as compared to the milestone events target dates as set forth in Section F-5 hereof. (Applicable to CLINs 0011/0012).

g. The Paying Office shall ensure that the voucher is disbursed for each ACRN as indicated on the voucher (or as specified herein).

G-2. CONTRACT ADMINISTRATION: Administration of this contract will be performed by the cognizant office as shown in Block 6, Page 1, Section A, of Standard Form 26. 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.

000346

G-6. IMPLEMENTATION OF AND EXPLANATION OF THE RELATIONSHIP OF THE LIMITATION OF FUNDS (LOF) CLAUSE TO FEE OBLIGATIONS: The amount of funds estimated to be required for full performance, including fee(s); the amount of funds allotted pursuant to the Contract Clause hereof entitled, Limitations of Funds; the amount of funds currently obligated for fee; and the estimated period of performance covered by the funds allotted are set forth below. Amounts obligated for fee are separate from and are not to be commingled with the amounts allotted for costs and are not available to the contractor to cover costs in excess of those allotted to the contract for cost.

a. CLINs 0001 and 0002:

- |   |   |        |
|---|---|--------|
| (1) Amount Required for Full Funding:                               | \$ 437,946  |        |
| (2) Amount Allotted Under the LOF Clause for Payment of Costs:      |  | (b)(4) |
| (3) Total Amount Allotted and Obligated:                            | \$ 440,100  |        |
| (4) Net Amount Required for Full Funding:                           | (\$ 2,154)  |        |
| (5) Estimated Period of Performance the Allotted Amount Will Cover: | 30 Sep 99   |        |

b. CLINs 0003 and 0004:

- |   |   |        |
|---|---|--------|
| (1) Amount Required for Full Funding, Including Fee(s):               | \$145,166,476   |        |
| (2) Amount Allotted Under the LOF Clause for Payment of Target Costs: |   | (b)(4) |
| (3) Amount Separately Obligated for Payment of Target Fee:            |  |        |
| (4) Total Amount Allotted and Obligated:                              | \$ 31,431,222   |        |
| (5) Net Amount Required for Full Funding:                             | \$113,735,254   |        |
| (6) Estimated Period of Performance the Allotted Amount Will Cover:   | 29 Oct 99   |        |

c. CLINs 0005 and 0006:

SUBCLIN 0005AA

- |   |                |
|---|----------------|
| (1) Amount Required for Full Funding, Including Fee(s):             | \$164,011,800* |
| (2) Amount Allotted Under the LOF Clause for Payment of Costs:      | \$ -0-         |
| (3) Amount Separately Obligated for Payment of Target Fee:          | \$ -0-         |
| (4) Total Amount Allotted and Obligated:                            | \$ -0-         |
| (5) Net Amount Required for Full Funding:                           | \$164,011,800* |
| (6) Estimated Period of Performance the Allotted Amount Will Cover: |                |

\*NOT-TO-EXCEED (NTE)

000347

SUBCLIN 0005AB

(1) Amount Required for Full Funding, Including Fee(s):	\$ <u>16,934,000*</u>
(2) Amount Allotted Under the LOF Clause for Payment of Costs:	\$ _____ -0-
(3) Amount Separately Obligated for Payment of Target Fee:	\$ _____ -0-
(4) Total Amount Allotted and Obligated:	\$ _____ -0-
(5) Net Amount Required for Full Funding:	\$ <u>16,934,000*</u>
(6) Estimated Period of Performance the Allotted Amount Will Cover:	

SUBCLIN 0005AC

(1) Amount Required for Full Funding, Including Fee(s):	\$ <u>33,303,900*</u>
(2) Amount Allotted Under the LOF Clause for Payment of Costs:	\$ _____ -0-
(3) Amount Separately Obligated for Payment of Target Fee:	\$ _____ -0-
(4) Total Amount Allotted and Obligated:	\$ _____ -0-
(5) Net Amount Required for Full Funding:	\$ <u>33,303,900*</u>
(6) Estimated Period of Performance the Allotted Amount Will Cover:	

d. CLINs 0007 and 0008:

SUBCLIN 0007AA

(1) Amount Required for Full Funding, Including Fee(s):	\$ <u>185,932,600*</u>
(2) Amount Allotted Under the LOF Clause for Payment of Costs:	\$ _____ -0-
(3) Amount Separately Obligated for Payment of Target Fee:	\$ _____ -0-
(4) Total Amount Allotted and Obligated:	\$ _____ -0-
(5) Net Amount Required for Full Funding:	\$ <u>185,932,600*</u>
(6) Estimated Period of Performance the Allotted Amount Will Cover:	

\*NOT-TO-EXCEED (NTE)

000348

SUBCLIN 0007AB

- (1) Amount Required for Full Funding, Including Fee(s): \$ 10,868,600\*
- (2) Amount Allotted Under the LOF Clause for Payment of Costs: \$ -0-
- (3) Amount Separately Obligated for Payment of Target Fee: \$ -0-
- (4) Total Amount Allotted and Obligated: \$ -0-
- (5) Net Amount Required for Full Funding: \$ 10,868,600\*
- (6) Estimated Period of Performance the Allotted Amount Will Cover:

SUBCLIN 0007AC

- (1) Amount Required for Full Funding, Including Fee(s): \$ 61,868,600\*
- (2) Amount Allotted Under the LOF Clause for Payment of Costs: \$ -0-
- (3) Amount Separately Obligated for Payment of Target Fee: \$ -0-
- (4) Total Amount Allotted and Obligated: \$ -0-
- (5) Net Amount Required for Full Funding: \$ 61,868,600\*
- (6) Estimated Period of Performance the Allotted Amount Will Cover:

e. CLINs 0009 and 0010:

- (1) Amount Required for Full Funding, Including Fee(s): \$ 20,798,700\*
- (2) Amount Allotted Under the LOF Clause for Payment of Costs: \$ -0-
- (3) Amount Separately Obligated for Payment of Fee: \$ -0-
- (4) Total Amount Allotted and Obligated: \$ -0-
- (5) Net Amount Required for Full Funding: \$ 20,798,700\*
- (6) Estimated Period of Performance the Allotted Amount Will Cover:

**\*NOT-TO-EXCEED (NTE)**

000349

## d. CLINs 0011 and 0012:

(1) Amount Required for Full Funding, Including Fee(s):	\$ <u>41,558,000*</u>
(2) Amount Allotted Under the LOF Clause for Payment of Costs:	\$ <u>-0-</u>
(3) Amount Separately Obligated for Payment of Fee:	\$ <u>-0-</u>
(4) Total Amount Allotted and Obligated:	\$ <u>-0-</u>
(5) Net Amount Required for Full Funding:	\$ <u>41,558,000*</u>
(6) Estimated Period of Performance the Allotted Amount Will Cover:	

**\*NOT-TO-EXCEED (NTE)**

**G-7. PAYMENTS BY ELECTRONIC FUND TRANSFER (EFT) PROCEDURES:** Payments shall be made by EFT procedures in accordance with FAR 52.232-33, Mandatory Information for Electronic Funds Transfer Payments. The Contractor shall designate a financial institution for receipt of electronic funds transfer payments and shall submit this designation to the government payment office no later than 14 days before an invoice or contract financing request is submitted.

**G-8. Remittance Address:**

Raytheon Company  
P.O. Box 360  
50 Apple Hill Drive  
Tewksbury, MA 01876-0360

000350

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H-1. TECHNICAL COGNIZANCE AND TECHNICAL DIRECTION:

a. The U.S. Army Space and Missile Defense Command is the cognizant Government technical organization for this contract and will provide technical direction as defined herein. Technical direction shall be exercised by the Project Manager or the Deputy Project Manager:

<u>Name</u>	<u>Office Symbol</u>	<u>Phone Number</u>
[REDACTED]	[REDACTED]	[REDACTED]

(b)(6)  
(b)(6)

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

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

H-2. DOWNWARD ADJUSTMENT PROVISION REGARDING SUBCONTRACTOR COSTS:

a. The target cost and incentive fee of this contract with respect to CLINs 0003 and 0004, are subject to a downward adjustment only, in accordance with the conditions set forth herein. Following is a breakdown of the proposed subcontract efforts and the estimated amounts accepted during negotiations subject to the terms of this clause:

<u>SUBCONTRACTOR</u>	<u>PRICE INCLUDED IN NEGOTIATED VALUE</u>
TRW	\$2,176,293
TCOM	\$8,609,850

000351

b. Upon completion of each subcontractor negotiations with the aforementioned subcontractors, the contractor shall notify the Contracting Officer of the amount negotiated and shall submit to the Contracting Officer accurate, complete, current, and subcontractor certified, subcontract cost, or pricing data together with the supporting prime contractor evaluation and negotiation documentation.

c. In the event that the total negotiated amount is less than that stated in a. above, the parties hereto shall negotiate a downward adjustment in the target cost and incentive fee of this contract and the contract shall be modified in writing accordingly to reflect such downward adjustment and the deletion of this provision in its entirety. In the event that the parties are unable to agree upon such downward adjustment, such disagreement shall be deemed to be a dispute in accordance with the terms of the "Disputes" clause of this contract. In the event that the negotiated amount is equal to or greater than that state above, the contract shall be amended in writing to delete this provision in its entirety.

H-3 OPTIONS: The option CLINs stipulated in the contract may be exercised at the unilateral option of the government. The exercise of the option CLIN shall be by written notice provided to the contractor by the Contracting Officer not later than the dates shown below provided preliminary notice is given by the government thirty (30) days prior to option exercise. The contractor shall incur no costs chargeable to any option CLIN until the Contracting Officer has provided written notification that the option CLIN has been exercised. The option CLINs may be exercised individually and the exercise of an option CLIN will include its attendant data item CLIN:

OPTION	DATE
CLINs 0005/0006 (OPTION I)	
0005AA	NLT 30 Dec 00
0005AB	NLT 30 Dec 02
0005AC	NLT 30 Jun 03
CLINs 0007/0008 (OPTION II)	
0007AA	NLT 30 Nov 01
0007AB	NLT 30 Nov 02
0007AC	NLT 30 Jun 03
CLINs 0011 and 0012 (Option IV)	NLT 30 Dec 05

CLIN 0009: At the unilateral option of the government, CLIN 0009 may be exercised incrementally or totally at any time during the period of performance of the contract, up to the amount set forth in Section B of the contract. The CPFF unit price per DPPH will be used to exercise CLIN 0009, if it is exercised incrementally.

000352

In the event the contractor fails to complete the milestones required by F-5 of the contract for CLIN 0003, the government may postpone the exercise of the option for CLINs 0005/0006 without increase in the estimated cost and fee. In the event the contractor fails to complete the milestones required by F-5 of the contract for CLIN 0005, the government may postpone the exercise of the option for CLINs 0007/0008 without increase in the estimated cost and fee. In the event the contractor fails to complete the milestones required by F-5 of the contract for CLIN 0005 and/or CLIN 0007, the government may postpone the exercise of the option for CLINs 0011 and 0012 without increase in the estimated cost and fee.

Subclin 0005AA and Subclin 0005AB may be exercised individually. Subclin 0005AC may only be exercised if Subclin 0005AA and Subclin 0005AB have been exercised. Subclin 0007AA and Subclin 0007AB may be exercised individually. Subclin 0007AC may only be exercised if Subclin 0007AA and Subclin 0007AB have been exercised.

H-4. COST FOR RISK MITIGATION: During Segment 1, costs allocated to CLIN 0001 shall be limited to those costs directly related to risk mitigation tasks, including associated burden and overhead. These costs shall be exclusive of other development costs, direct and indirect. For example, costs of systems engineering and such support activities as configuration management shall be charged exclusively to CLIN 0003.

H-5. PUBLIC RELEASE OF INFORMATION: The release of information to the public shall be governed by the Security Classification Guide. Requests for release shall be submitted to the U.S. Army Space and Missile Defense Command (USASMDC), ATTN: SMDC-AJ, Program Security Manager, P.O. Box 1500, Huntsville, AL 35807-3801. [REDACTED]

(b)(3)(A)(i)&Title  
10 Sec 130 (a)(b)

H-6. DISTRIBUTION CONTROL OF TECHNICAL INFORMATION:

(b)(7)(F)

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

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

(2) Scientific and Technical Information. Communicable knowledge or information resulting from or pertaining to conducting and managing a scientific or engineering research effort.

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

000 353

RAYTHEON COMPANY

MODIFICATION P00034 TO  
CONTRACT DASG60-98-C-0001  
PAGE 19 OF 49 PAGES  
PREVIOUS: BASIC CONTRACT

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000354

H-8. GOVERNMENT-FURNISHED FUELS PROVIDED

Fuels as identified below will be provided through [redacted] in accordance with the clause of this contract entitled Government Property (Cost-Reimbursement, Time and Material, or Labor-Hour Contracts). From time to time the contractor may order with the supplier for partial deliveries of fuel. To assist the Contracting Officer in maintaining accountability of total orders, the contractor shall notify the Contracting Officer when fuels ordered exceed 85 percent of the amount specified below. This is requested for each fuels type listed. The contractor will be financially responsible for orders for fuels in excess of the amount stipulated below:

(b)(3)(A)  
(i)&Title  
10 Sec  
130 (a)(b)

NOMENCLATURE	NATIONAL STOCK NO. (NSN)	UNIT OF ISSUE	QUANTITY AUTHORIZED AS GFP
--------------	--------------------------	---------------	----------------------------

H-9. DESIGN SENSITIVITY TO COST (COST AS AN INDEPENDENT VARIABLE): The contractor may propose changes to the proposed design conforming to cost as an independent variable (CAIV). Those changes which do not alter the Aerostat Performance Specification (APS) may be implemented by the contractor 10 working days after notice of intent specifying the changes is provided to the government. Changes which alter the APS by reducing the requirements may only be undertaken without an equitable reduction in the estimated cost and schedule of the contract if the contractor demonstrates 1) a comparable gain in other performance requirements, 2) such changes are acceptable to the government, and 3) the change does not alter the overall estimated cost of the program. In no event, however, shall the contractor propose to reduce or alter the requirements of paragraph A.2 of Appendix A of the APS.

H-10. INCREMENTAL FUNDING OF THE CONTRACT:

a. It is expected that allotments within each fiscal year will be made on an incremental basis in accordance with the LIMITATION OF FUNDS clause.

b. Pursuant to the Limitation of Funds clause, the sum of \$440,100 is presently allotted to CLIN 0001 and available for payment to cover the work to be performed hereunder until 30 Sep 99. The amount of [redacted] is obligated for Potential Fee for a total amount of [redacted] for CLIN 0001. (b)(4)

c. Pursuant to the LIMITATION OF FUNDS clause, the sum of \$28,861,128 is presently allotted to CLIN 0003 and available for payment to cover the work to be performed hereunder until 29 Oct 99. The amount of [redacted] is obligated for Potential Fee (if applicable), for a total amount of [redacted] for CLIN 0003. It is anticipated that funds will be allotted and obligated (combined amounts for Cost and Potential Fee) as follows: (b)(4)

	<u>PLANNED DATE OF FUNDING</u>	<u>AMOUNT</u>	<u>CUMULATIVE</u>
		(In Millions)	
CLIN 0001	Current Obligations (Jun 99)		\$440,100

000355

	<u>PLANNED DATE OF FUNDING</u>	<u>AMOUNT</u>	<u>CUMULATIVE</u>
		(In Millions)	
CLIN 0003	Current Obligations (Oct 99)		\$31,431,222
	FY 00	16.0000	
	FY 01	17.5000	
	FY 02	20.0650	
	FY 03	20.0650	
	FY 04	20.0650	
	FY 05	20.040254	
CLIN 0005 (OPTION I)	<b>TBD</b>	<b>TBD</b>	
CLIN 0007 (OPTION II)	<b>TBD</b>	<b>TBD</b>	
CLIN 0009 (OPTION III)	<b>TBD</b>	<b>TBD</b>	
CLIN 0011 (OPTION IV)	<b>TBD</b>	<b>TBD</b>	

c. The Government may unilaterally change planned allotments. Such changes in planned allotments will not in and of themselves entitle the contractor to an equitable adjustment under this contract. However, any equitable adjustment which is required will be settled in accordance with the CHANGES clause of the contract. If the contractor incurs costs at a pace which exceeds the foregoing allotment schedule then the contractor shall not be entitled to an increase in the potential award fee unless and to the extent that the accelerated spending is caused by a change to the contract independently changing the work.

d. Nothing herein shall be interpreted as creating an obligation in advance of an appropriation or allotment.

e. At any time the contractor determines that the next planned allotment or any succeeding allotment will not be sufficient, the contractor shall notify the Contracting Officer in writing. In accordance with the LIMITATION OF FUNDS clause, this notice is required 30 days prior to the end of the then current funding period. (This notice is in addition to the notice required by paragraph (c) of the LIMITATION OF FUNDS clause.)

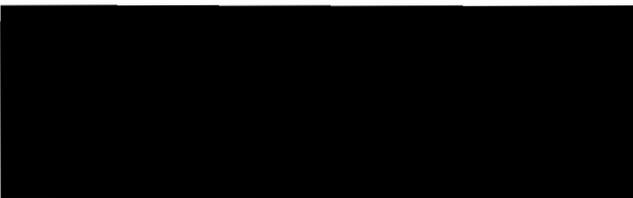
000356

<u>CLAUSE NUMBER</u>	<u>FAR CITATION</u>	<u>CLAUSE TITLE</u>	<u>DATE</u>
30	52.216-8	FIXED FEE (Applicable to CLINs 0009/0010 AND 0011/0012)	MAR 1997
31	52.216-10	INCENTIVE FEE (Applicable to CLINs 0003/0004)	MAR 1997
32	52.216-12	COST-SHARING CONTRACT - NO FEE (Applicable to CLINs 0001/0002)	APR 1984
33	52.219-8	UTILIZATION OF SMALL, SMALL DISADVANTAGED, AND WOMEN-OWNED SMALL BUSINESS CONCERNS	JUN 1997
34	52.219-9	SMALL , SMALL DISADVANTAGED, AND WOMEN- OWNED SMALL BUSINESS SUBCONTRACTING PLAN ALTERNATE II	AUG 1996 MAR 1996
35	52.219-16	LIQUIDATED DAMAGES - SUBCONTRACTING PLAN	OCT 1995
36	52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB 1997
37	52.222-2	PAYMENT FOR OVERTIME PREMIUMS Insert <u>0</u> at end of first sentence, paragraph (a).	JUL 1990
38	52.222-3	CONVICT LABOR	AUG 1996
39	52.222-4	CONTRACT WORK HOURS AND SAFETY STANDARDS ACT-OVERTIME COMPENSATION	JUL 1995
40	52.222-20	WALSH-HEALEY PUBLIC CONTRACTS ACT	DEC 1996
41	52.222-26	EQUAL OPPORTUNITY	APR 1984
42	52.222-28	EQUAL OPPORTUNITY PREAWARD CLEARANCE OF SUBCONTRACTS	APR 1984
43	52.222-35	AFFIRMATIVE ACTION FOR SPECIAL DISABLED AND VIETNAM ERA VETERANS	APR 1984
44	52.222-36	AFFIRMATIVE ACTION FOR HANDICAPPED WORKERS	APR 1984

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PART III - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS

<u>TITLE</u>	<u>DATE</u>	<u># OF PAGES</u>	
Award/Contract (SF 26) and Continuation Sheets		49	
Contract Security Classification Specification (DD Form 254-E) Rev 2	12 Oct 99	6	
Contract Data Requirements List (DD Form 1423) Exhibits A, B, and C, with Distribution List	12 Oct 99	31	
Scope of Work SW-JLENS-16-97, "JLENS Demonstration Program " Rev 1	1 Oct 99	12	
U.S. Army Strategic Defense Command Ballistic Missile Defense (BMD) Classification Guide, incorporated herein by reference. Upon request, the Contracting Officer will provide.	03 Jul 89	132	
			(b)(3)(A) (i)&Title 10 Sec 130 (a)(b)  (b)(7)(E)
U.S. Army Strategic Defense Command Industrial Operations Security (OPSEC) Guide, incorporated herein by reference. Upon request, the Contracting Officer will provide.	Sep 91	88	
Military Standard (MIL-STD) 1806, Marking Technical Data Prepared by or for the Department of Defense, incorporated herein by reference.	1 Feb 90	43	
Joint Aerostat Project Management Office Aerostat Development Program Security Classification Guide incorporated by reference and previously furnished.	12 Jun 96	28	
			(b)(3)(A) (i)&Title 10 Sec 130(a)(b)  (b)(7) (E)

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TITLE	DATE	# OF PAGES	
[REDACTED]	[REDACTED]	(b)(3)(A) (i)&Title 10 Sec 130 (a)(b)	
[REDACTED]	[REDACTED]	(b)(7)(E)	
[REDACTED]	[REDACTED]	(b)(3)(A) (i)&Title 10 Sec 130 (a)(b)	
GFE/S	4 Oct 99	2	
Raytheon Systems Company Comprehensive Subcontracting Plan, Attached hereto by reference.	1 Jan 99 - 30 Nov 99	33	
The Aerostat Demonstration Program (97-ADP/DS-106/1266) Approaches are hereby incorporated into the contract by reference:			
Program Management Approach	14 Nov 97	16	
CAIV Approach	15 Nov 97	8	
Systems Engineering	14 Nov 97	18	
Simulation, Test and Evaluation	9 Jan 98	47	
Risk Mitigation Approach	14 Nov 97	22	
Integrated Logistic Approach	9 Jan 98	12	
Product Assurance Approach	14 Nov 97	12	
Configuration Management Approach	14 Nov 97	10	
Operation and Sustainment (O&S) Approach	14 Nov 97	13	
Acronym List	14 Nov 97	7	
Rights in Technical Data and Computer Software attached hereto by reference.	12 Oct 99	2	

000359

DEPARTMENT OF DEFENSE  
CONTRACT SECURITY CLASSIFICATION SPECIFICATION  
*(The requirements of the National Industrial Security Program Operating Manual apply to all security aspects of effort)*

1 CLEARANCE AND SAFEGUARDING (b)(7)(E)

a FACILITY CLEARANCE REQUIRED

b LEVEL OF SAFEGUARDING REQUIRED

2 THIS SPECIFICATION IS FOR: (X and complete as applicable)		3. THIS SPECIFICATION IS: (X and complete as applicable) (b)(7)(E)		
X	a. PRIME CONTRACT NUMBER DASG60-98-C-0001		a. ORIGINAL (Complete date in all cases)	Date (YYMMDD) 980113
	b. SUBCONTRACT NUMBER	X	b REVISED (Supersedes all previous issues)	Revision No 2 Date (YYMMDD) 991012
	c SOLICITATION OR OTHER NUMBER	Due Date (YYMMDD)	c FINAL (Complete item 5 in all cases)	Date (YYMMDD)

4 IS THIS A FOLLOW-ON CONTRACT? (X) YES ( ) NO. If yes, complete the following:  
Classified material received or generated under DASG60-98-C0190 (Preceding Contract Number) is transferred to this follow-on contract.

5 IS THIS A FINAL DD FORM 254 ( ) YES (X) NO. If yes, complete the following:  
In response to the contractor's request dated \_\_\_\_\_, retention of the identified classified material is authorized for a period of \_\_\_\_\_.

6 CONTRACTOR (Include Commercial and Government Entity (CAGE) Code)

a NAME, ADDRESS, AND ZIP Raytheon Company dba Raytheon Systems Company 180 Hartwell Road Bedford, MA 01730	b. CAGE CODE 04164	c. COGNIZANT SECURITY OFFICE (Name, Address, & Zip Code) Northeast Region, DIS New England Sector Barnes Building 495 Summer Street Boston, MA 02210-2192
--	-----------------------	--

7 SUBCONTRACTOR

a NAME, ADDRESS, AND ZIP	b. CAGE CODE	c. COGNIZANT SECURITY OFFICE (Name, Address, & Zip Code)

8. ACTUAL PERFORMANCE

9. GENERAL IDENTIFICATION OF THIS PROCUREMENT

(b)(3)

10. THIS CONTRACT WILL REQUIRE ACCESS TO	11. IN PERFORMING THIS CONTRACT, THE CONTRACTOR WILL:
1. COMMUNICATIONS SECURITY (COMSEC) INFORMATION	a. HAVE ACCESS TO CLASSIFIED INFORMATION ONLY AT ANOTHER CONTRACTOR'S FACILITY OR GOVERNMENT ACTIVITY
2. RESTRICTED DATA	b. RECEIVE CLASSIFIED DOCUMENTS ONLY
3. CRITICAL NUCLEAR WEAPON DESIGN INFORMATION	c. RECEIVE AND GENERATE CLASSIFIED MATERIAL
4. FORMERLY RESTRICTED DATA	d. FABRICATE, MODIFY, OR STORE CLASSIFIED HARDWARE
5. INTELLIGENCE INFORMATION	e. PERFORM SERVICES ONLY
(1) Sensitive Compartmented Information (SCI)	f. HAVE ACCESS TO USE CLASSIFIED INFORMATION OUTSIDE THE U.S., PUERTO RICO, U.S. POSSESSIONS AND
(2) Non-SCI	g. BE AUTHORIZED TO USE THE SERVICES OF THE DEFENSE TECHNICAL INFORMATION CENTER (DTIC) OR OTHER SECONDARY
6. SPECIAL ACCESS INFORMATION	h. REQUIRE A COMSEC ACCOUNT
7. INFORMATION	i. HAVE TRAVEL REQUIREMENTS
8. REGION GOVERNMENT INFORMATION	j. HAVE OPERATIONS SECURITY (OPSEC) REQUIREMENTS
9. LIMITED DISSEMINATION INFORMATION	k. BE AUTHORIZED TO USE THE DEFENSE COUNSEL SERVICE
10. FOR OFFICIAL USE ONLY INFORMATION	l. OTHER (Specify)
11. OTHER (Specify)	SEE BLOCK 13 REMARKS

12. PUBLIC RELEASE. Any information (classified or unclassified) pertaining to this contract shall not be released for public dissemination except as provided by National Industrial Security Program Operating Manual or unless it has been approved for public release by appropriate U.S. Government authority. Proposed public releases shall be submitted for approval prior to release.

(b)(7)(E)

DIRECT  THROUGH (Specify)  
Deputy Commander, U.S. Army Space and Missile Defense Command  
ATTN: SMDC-PA  
P.O. Box 1500  
Huntsville, Alabama 35807-3801

to the Directorate for Freedom of Information and Security Review, Office of the Assistant Secretary of Defense (Public Affairs)\* for review.

13. SECURITY GUIDANCE. The security classification guidance needed for this classified effort is identified below. If any difficulty is encountered in applying this guidance or if any other contributing factor indicates a need for changes in the guidance, the contractor is authorized and encouraged to provide recommended changes, to challenge the guidance or the classification assigned to any information or material furnished or generated under this contract, and to submit any questions for interpretation of this guidance to the official identified below. Pending final decision, the information involved shall be handled and protected at the highest level of classification assigned or recommended. (If as appropriate for the classified effort. Attach or forward under separate correspondence, any document guidance or directives referenced herein. Add additional pages as needed to provide complete guidance.)

SEE ATTACHED PAGES

(b)(7)(E)  
(b)(3)(A)(i)&Title 10 Sec 130 (a)(b)

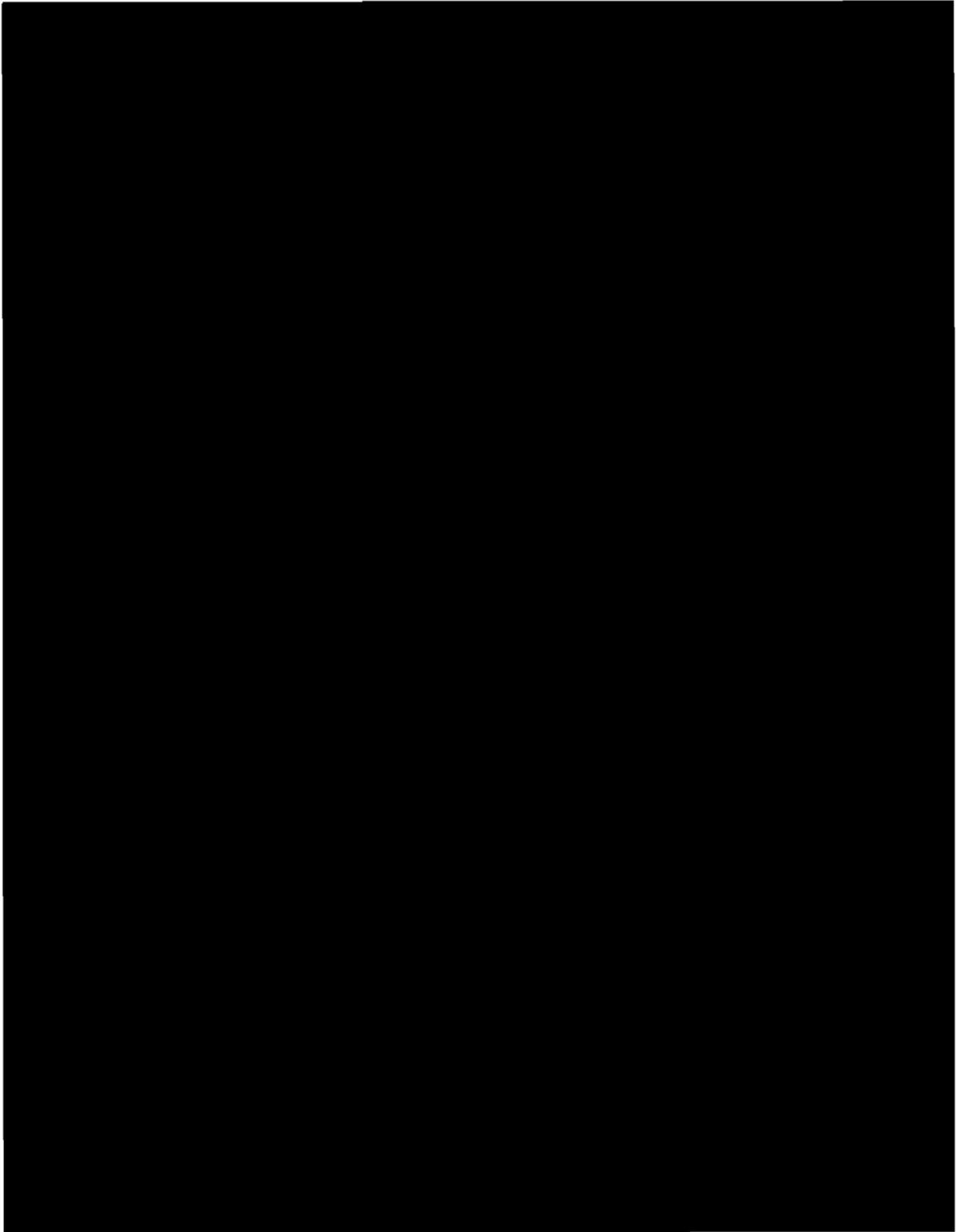
14. ADDITIONAL SECURITY REQUIREMENTS. Requirements, in addition to NISPOM requirements, are established for this contract.  YES  NO  
(If Yes, identify the pertinent contractual clauses in the contract document itself, or provide an appropriate statement which identifies additional requirements. Provide a copy of the requirements to the cognizant security office. Use item 13 if additional space is needed.)

15. INSPECTIONS. ELEMENTS OF THIS CONTRACT ARE OUTSIDE THE INSPECTION RESPONSIBILITY OF THE COGNIZANT SECURITY OFFICE. (If yes, explain and identify specific areas or elements covered and the entity responsible for inspections. Use item 13 if more space is needed.)  YES  NO

16. CLASSIFICATION AND SIGNATURE. Security requirements stated herein are complete and adequate for safeguarding the classified information to be released or generated under this classified effort. All questions shall be referred to the official named below.

a. TYPED NAME OF CERTIFYING OFFICIAL ██████████ (b)(6)	b. TITLE ██████████ (b)(6)	c. TELEPHONE (Include Area Code) ██████████ (0)/6
d. ADDRESS (Include Zip Code) Deputy Commander, U.S. Army Space and Missile Defense Command ██████████ Huntsville, AL 35807-3801	17. REQUIRED DISTRIBUTION <input checked="" type="checkbox"/> CONTRACTOR <input type="checkbox"/> SUBCONTRACTOR <input type="checkbox"/> COG FOR PRIME & SUBCONTRACTOR <input checked="" type="checkbox"/> ADMINISTRATIVE CONTRACTING OFFICER <input checked="" type="checkbox"/> OTHERS AS NECESSARY  (b)(6)	
e. SIGNATURE ██████████		

000361



(b)(7)(E)

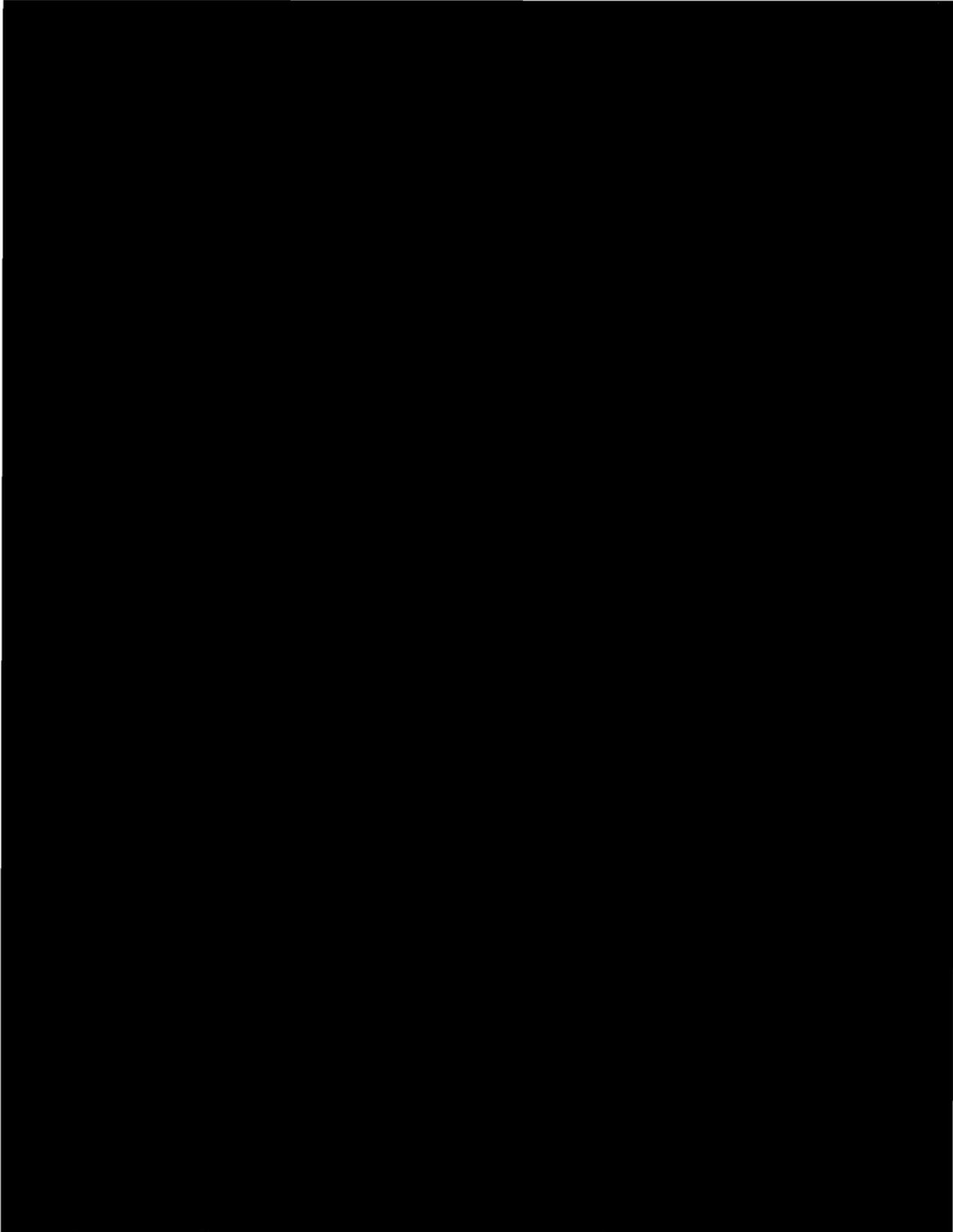
(b)(7)(E)

(b)(7)(E)

(b)(7)(E)

(b)(7)(E)

000362



(b)(7)(E)

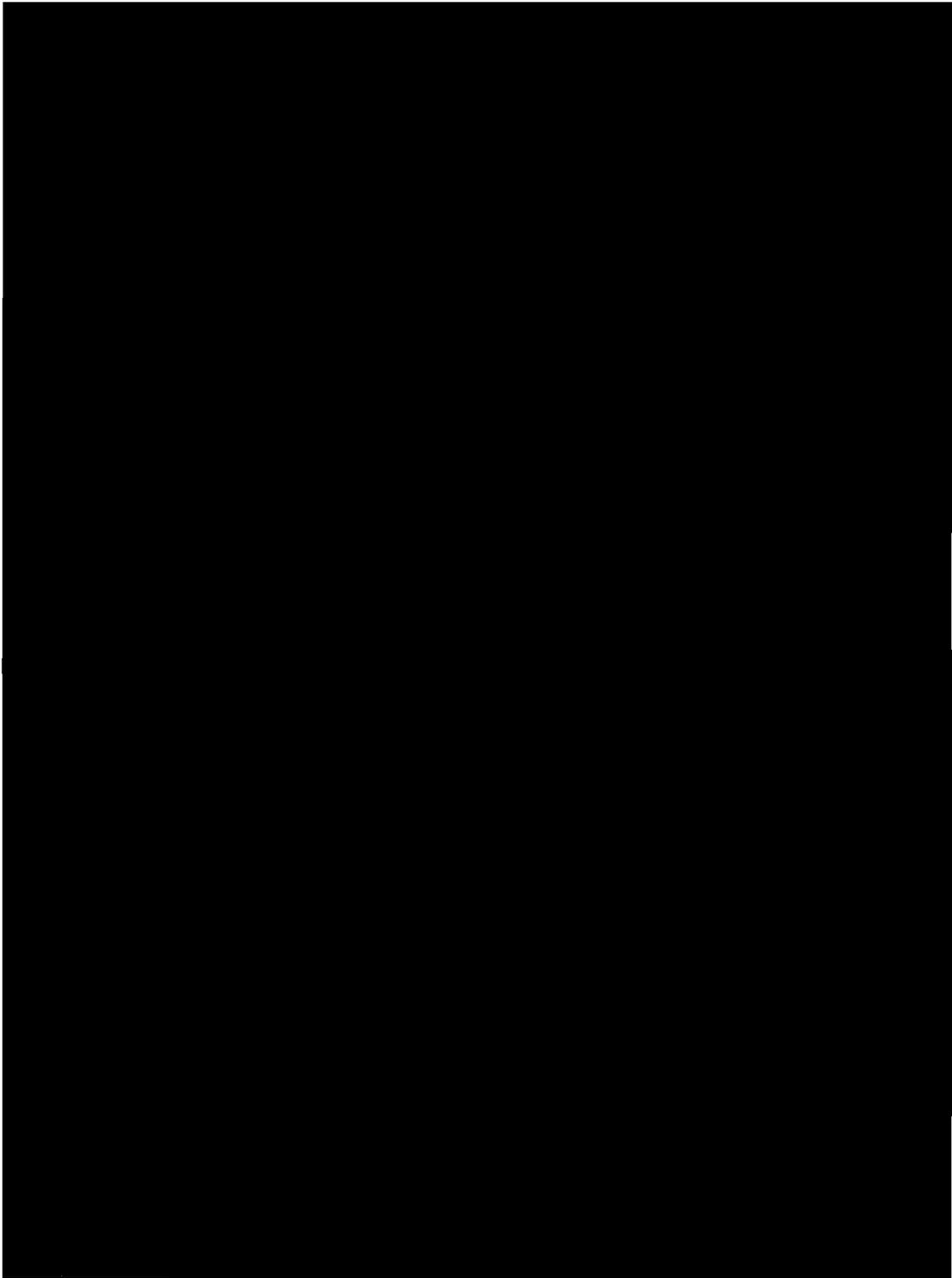
(b)(7)(E)

(b)(7)(E)

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(b)(7)(E)

000363



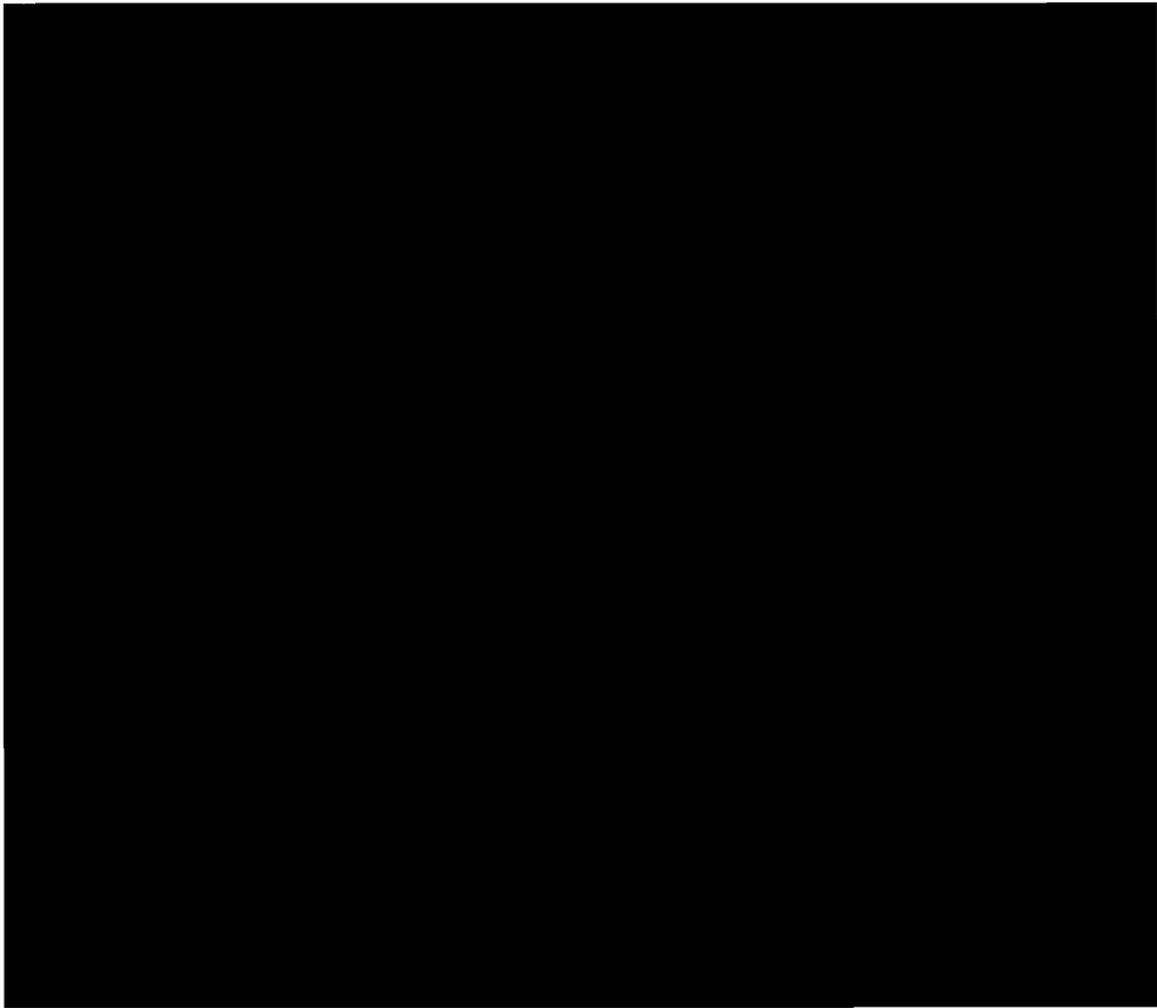
(b)(7)(E)

(b)(7)(E)

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000364



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(b)(7)(E)

(b)(7)(E)

000365

**CONTRACT DATA REQUIREMENTS LIST**

(1 Data Item)

Form Approved

OMB No. 0704-0198

Additional reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering the data needed, reviewing the collection of information, sending comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302 and to the Office of Management and Budget, Paperwork Reduction Project (0704-0198), Washington, D.C. 20503. Please DO NOT RETURN your form to either of these addresses. Send completed form to Government Printing Office for the Contract Form to Blank E.

A. CONTRACT LINE ITEM NO. 0004, 0006, 0008, 0010		B. EXHIBIT A	C. CATEGORY: TOP _____ TM _____ OTHER _____		
D. SYSTEM/ITEM JLENS		E. CONTRACT/PR NO. DASG60-98-C-0001		F. CONTRACTOR Raytheon	
1. DATA ITEM NO. A001	2. TITLE OF DATA ITEM RECORDS OF MEETING/MINUTES REPORT		3. SUBTITLE		
4. AUTHORITY (Data Acquisition Document No.) DI-ADMN-81505		5. CONTRACT REFERENCE SOW PARA 2.3, 2.6.2		8. REQUIRING OFFICE SMDC-AC-J	
7. DD 250 REQ LT	9. DIST STATEMENT REQUIRED	10. FREQUENCY ASREQ	12. DATE OF FIRST SUBMISSION ASREQ	14. DISTRIBUTION	
8. APP CODE A		11. AS OF DATE	13. DATE OF SUBSEQUENT SUBMISSION ASREQ	a. ADDRESSEE	b. COPIES
16. REMARKS DEVELOP AND SUBMIT A DETAILED AGENDA 10 WORKING DAYS PRIOR TO THE MEETING DATE. THE AGENDA WILL INCLUDE THE LIST OF EXPECTED GOVERNMENT, CONTRACTOR, SUBCONTRACTOR, AND IPT ATTENDEES.  PRs: THREE PROGRAM REVIEWS PER YEAR SHALL BE CONDUCTED ROTATED AMONG THE CONTRACTOR FACILITIES AND THE JLENS PROJECT OFFICE, [REDACTED]  PMR: PROJECT MANAGER REVIEWS SHALL BE CONDUCTED AT THE REQUEST OF THE GOVERNMENT. THE CONTRACTOR WILL UTILIZE VIDEO TELECONFERENCE (VTC) TO THE MAXIMUM EXTENT POSSIBLE TO CONDUCT PMRs.  SUBMIT THE MINUTES AND LIST OF ATTENDEES OF EACH MEETING WITHIN 5 WORKING DAYS AFTER MEETING COMPLETION. THE MINUTES SHALL INCLUDE ACTION ITEMS (CONTRACTOR AND GOVT), THE PERSON RESPONSIBLE, AND REQUIRED COMPLETION DATE.  CONTRACTOR FORMAT ACCEPTABLE. APPROVAL: G10/C10.  *LETTER OF TRANSMITTAL ONLY  INTEGRATED BASELINE REVIEW (IBR) OF RESTRUCTURED PROGRAM SHALL BE CONDUCTED 60 TO 120 DAYS AFTER RESTRUCTURE MODIFICATION SIGNED BY PCO. THE CONTRACTOR SHALL HAVE AVAILABLE AT THE IBR AN UPDATED PROGRAM MANAGEMENT PLAN.				SMDC-AC-J	
				1 HARD COPY / 1 DISK *SMDC-CM-CN *ACQ	
18. TOTAL				17. PRICE GROUP	
18. ESTIMATED TOTAL PRICE					
H. DATE 12 Oct 99		I. APP [REDACTED]		J. DATE 12 Oct 99	

17. PRICE GROUP
18. ESTIMATED TOTAL PRICE

(b)(3)(A)  
(i)&Title  
10 Sec 130  
(a)(b)

000366

(b)(6)



**CONTRACT DATA REQUIREMENTS LIST**  
(1 Data Item)

Form Approved  
OMB No. 0704-0188

\*Fully reporting system for the submission of information is estimated to average 10 hours per response, including the time for reviewing requirements, acquiring source data, review, gathering and reviewing the data needed and completing and reviewing the submission of information. Send comments regarding this burden estimate or any other aspect of this submission of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Service, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302 and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington D.C. 20503. Please DO NOT RETURN your form to either of these addresses. Send completed form to Government Printing Office for the Contract/PR No listed in Block E.

A. CONTRACT LINE ITEM NO. 0004, 0006, 0008		B. EXHIBIT A	C. CATEGORY: TOP _____ TM _____ OTHER _____		
D. SYSTEM/ITEM JLENS		E. CONTRACT/PR NO. DASG60-98-C-0001		F. CONTRACTOR Raytheon	
G. DATA ITEM NO. A004	H. TITLE OF DATA ITEM COST/SCHEDULE STATUS REPORT (C/SSR)			I. SUBTITLE	
J. AUTHORITY (Data Acquisition Document No.) DI-F-6010A		K. CONTRACT REFERENCE SOW PARA 2.8.2		L. REQUIRING OFFICE SMDC-AC-J	
M. DD 250 REQ LT	N. DIST STATEMENT REQUIRED STATEMENT REQUIRED	O. FREQUENCY MONTHLY	P. DATE OF FIRST SUBMISSION BLK 16	Q. DISTRIBUTION	
R. APP CODE N/A		S. AG OF DATE	T. DATE OF SUBSEQUENT SUBMISSION BLK 16	U. ADDRESSEE	
V. REMARKS  ITEM 12: 20 CALENDAR DAYS AFTER CLOSE OF FIRST FULL ACCOUNTING MONTH AFTER CONTRACT AWARD.  BLOCK 13: SUBSEQUENT SUBMISSIONS 20 DAYS AFTER CLOSE OF ACCOUNTING MONTH.  REPORT SHALL BE AT LEVEL 3 OF THE CWBS EXCEPT FOR PAYLOAD ELEMENTS (PTIR AND SR) WHICH SHALL BE REPORTED AT LEVEL 4.  LOWER LEVEL REPORTING MAY BE BASED UPON RISK AND WILL BE DETERMINED AT THE INTEGRATED BASELINE REVIEW (IBR).  TAILOR DID AS FOLLOWS: PARA 10.4, NARRATIVE EXPLANATIONS ARE NOT REQUIRED. THE CONTRACTOR SHALL PROVIDE A ONE PAGE WHITE PAPER IN CONTRACTOR FORMAT EXPLAINING VARIANCES.  *LETTER OF TRANSMITTAL ONLY				W. COPIES	
				X. TOTAL	

17. PRICE GROUP
18. ESTIMATED TOTAL PRICE

G. PREPARED BY	H. DATE	I. APPROVED BY	J. DATE
[Redacted]	000710	[Redacted]	

000368

(Handwritten mark)



**CONTRACT DATA REQUIREMENTS LIST**  
(1 Data Item)

Form Approved  
OMB No. 0704-0198

Public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Office of Management and Administration, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0198), Washington, D.C. 20503. Please DO NOT RETURN your form to either of these addresses. Send completed forms to Government Printing Office for the Contract Form No listed in block 6.

A. CONTRACT LINE ITEM NO. 0004, 0006, 0008	B. EXHIBIT A	C. CATEGORY: TOP _____ FM _____ OTHER _____
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D. SYSTEM/ITEM JLENS	E. CONTRACT/PR NO. OASG60-98-C-0001	F. CONTRACTOR Raytheon
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1. DATA ITEM NO. A005	2. TITLE OF DATA ITEM LIFE CYCLE COST (LCC) AND INDEPENDENT SCHEDULE ASSESSMENT (ISA) REPORT	3. SUBTITLE PROGRAM COST ESTIMATE (PCE)
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4. AUTHORITY (Data Acquisition Document No.) DI-FNCL-80448	5. CONTRACT REFERENCE SOW PARA 2.6.3	9. REQUIRING OFFICE SMDC-AC-J
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7. DD 250 REQ LT	9. DIST STATEMENT REQUIRED STATEMENT REQUIRED	10. FREQUENCY AS REQUIRED	12. DATE OF FIRST SUBMISSION BLK 18	14. DISTRIBUTION
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8. APP CODE N/A	11. AS OF DATE	13. DATE OF SUBSEQUENT SUBMISSION BLK 18	14. DISTRIBUTION	
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<p>18. REMARKS STARTING WITH THE NEGOTIATED CONTRACT AS A BASELINE, THE CONTRACTOR SHALL DEVELOP, AND MAINTAIN CURRENT A PROGRAM COST ESTIMATE (PCE) TO ESTIMATE TOTAL LIFE CYCLE COST FOR THE JLENS PROGRAM DESCRIBED BELOW. THE CONTRACTOR SHALL SUBMIT THE PCE TO THE GOVERNMENT ON AN AS REQUIRED BASIS. THE CONTRACTOR HAS 30 DAYS TO PROVIDE THE PCE AFTER A VERBAL REQUEST BY THE GOVERNMENT IS MADE. THE VERBAL REQUEST WILL BE FOLLOWED UP BY A LETTER OF INSTRUCTION FROM THE CONTRACTING OFFICER.</p> <ul style="list-style-type: none"> <li>THE TOTAL COST SHOULD BE IN THEN YEAR (ESCALATED) DOLLARS IN MILLIONS (\$M).</li> <li>A DEMONSTRATION SYSTEM REFLECTING THE NEGOTIATED CONTRACT WITH ALL EVENTS, THE PERIOD OF PERFORMANCE, ETC.</li> <li>AN EMD PROGRAM WHERE 2 RADAR SYSTEMS ARE BUILT FY 08 - FY 08 ASSUMING POM FUNDING.</li> <li>THE PCE SHOULD BE PHASED ACCORDING TO THE YEARS THE SYSTEMS ARE BUILT</li> <li>THE WBS SHOULD REFLECT THE COMPONENTS THAT MAKE UP THE END ITEMS.</li> <li>EACH ACCOUNT REQUIRES DOCUMENTATION, DEFINE THE RATIONALE AS ACTUAL COST, A COST ESTIMATING RELATIONSHIP, OR AN ANALOGY. INCLUDE THE SOURCE OF THE INFORMATION USED IN THE ESTIMATE.</li> </ul> <p>CONTRACT FORMAT ACCEPTABLE: *LETTER OF TRANSMITTAL ONLY</p>	a. ADDRESSEE SMDC-AC-J 1 HARD COPY / 1 DISK * SMDC-CM-CN * ACO	e. COPIES Draft      Final Req      Rep      Room	
	19. TOTAL	→	

17. PRICE GROUP

18. ESTIMATED TOTAL PRICE

(b)(3)(A)  
(i)&Title  
10 Sec 130  
(a)(b)

(b)(3)(A)  
(i)&Title  
10 Sec 130  
(a)(b)

(b)(3)(A)  
(i)&Title  
10 Sec 130  
(a)(b)

G. PREPARED BY	H. DATE	I. APPROVED BY	J. DATE
[Redacted]	000370	[Redacted]	

000370

(b)(6)

**CONTRACT DATA REQUIREMENTS LIST**  
(1 Data Item)

Form Approved  
OMB No. 0704-0188

Public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to Department of Defense, Washington Headquarters Service, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302 and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, D.C. 20503. Please DO NOT RETURN your form to either of these addresses. Send completed form to Government Contracting Officer for the Contract/PR No listed in Block E.

A. CONTRACT LINE ITEM NO. 0004, 0006, 0008, 0010	B. EXHIBIT A	C. CATEGORY: TOP _____ TM _____ OTHER _____
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D. SYSTEM/ITEM JLENS	E. CONTRACT/PR NO. DASG60-98-C-0001	F. CONTRACTOR Raytheon
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1. DATA ITEM NO. A006	2. TITLE OF DATA ITEM DATA ACCESSION LIST	3. SUBTITLE INTERNAL DATA
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4. AUTHORITY (Data Acquisition Document No.) 01-MGMT-81453	5. CONTRACT REFERENCE SOW PARA 2.9	6. REQUIRING OFFICE SMDC-AC-J
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7. DD 250 REQ LT	9. DIST STATEMENT REQUIRED STATEMENT REQUIRED	10. FREQUENCY AS REQUIRED	12. DATE OF FIRST SUBMISSION 90 DAC MODIFICATION	14. DISTRIBUTION		
8. APP CODE N/A		11. AS OF DATE	13. DATE OF SUBSEQUENT SUBMISSION BLK 18	a. ADDRESSEE		
				b. COPIES		
				Draft		Final
				Reg		Repro

18. REMARKS  SUBMIT DATA ACCESSION LIST (DAL) WITHIN 90 DAC MODIFICATION. SUBMIT REVISIONS AS REQUIRED TO MAINTAIN CURRENT. CONTRACTOR SHALL PROVIDE, AT REPRODUCTION COST ONLY, A COPY OF ANY DATA GENERATED UNDER THIS CONTRACT.  CONTRACTOR FORMAT ACCEPTABLE.  *LETTER OF TRANSMITTAL ONLY	SMDC-AC-J			
	1 HARD COPY /			
	1 DISK			
	* SMDC-CM-CN			
	*ACQ			
16. TOTAL	→			

17. PRICE GROUP
18. ESTIMATED TOTAL PRICE

G. PREPARED BY	H. DATE	I. APPROVED BY 000301	J. DATE
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000371

(b)(2)

**CONTRACT DATA REQUIREMENTS LIST**  
(1 Data Item)

Form Approved  
OMB No. 0704-0188

Please refer to the instructions for the submission of information as contained in paragraph 110 hereof for frequency, including the time for reviewing information, reviewing existing data sources, gathering and transmitting the data needed and submitting and reviewing the submission of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302 and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington D.C. 20503. Please DO NOT RETURN your form to either of these addresses. Send completed form to Contractor Submitting Contracting Officer for the Contract/PI as noted in block 2.

<b>A. CONTRACT LINE ITEM NO.</b> 0004, 0008, 0008	<b>B. EXHIBIT</b> A	<b>C. CATEGORY:</b> TOP _____ TM _____ OTHER _____
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<b>D. SYSTEM/ITEM</b> JLENS	<b>E. CONTRACT/PR NO.</b> DASG60-98-C-0001	<b>F. CONTRACTOR</b> Raytheon
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<b>1. DATA ITEM NO.</b> A007	<b>2. TITLE OF DATA ITEM</b> DESIGN SPECIFICATION	<b>3. SUBTITLE</b> SPECIFICATION TREE
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**17. PRICE GROUP**

<b>4. AUTHORITY (OASD Acquisition Document No.)</b> DI-MCCR-81443	<b>5. CONTRACT REFERENCE</b> SOW PARA 3.2	<b>6. REQUIRING OFFICE</b> SMDC-AC-J
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**18. ESTIMATED TOTAL PRICE**

<b>7. DD ISO REQ</b> LT	<b>8. DIST STATEMENT REQUIRED</b> STATEMENT REQUIRED	<b>10. FREQUENCY</b> BLK 18	<b>12. DATE OF FIRST SUBMISSION</b> BLK 18	<b>14. DISTRIBUTION</b>
<b>9. APP CODE</b> N/A	<b>11. AS OF DATE</b>	<b>13. DATE OF SUBSEQUENT SUBMISSION</b> BLK 18	<b>4. ADDRESSEE</b>	

<b>19. REMARKS</b> SUBMIT SPECIFICATION TREE 60 DAYS PRIOR TO DR(s). SUBSEQUENT SUBMISSIONS AS REQUIRED. APPROVAL: G30/C30 CONTRACTOR FORMAT ACCEPTABLE. *LETTER OF TRANSMITTAL ONLY	SMDC-AC-J			
	1 HARD COPY /			
	1 DISK			
	* SMDC-CM-CN			
	*ACQ			
	<b>19. TOTAL</b> →			

<b>G. PREPARED BY</b>	<b>H. DATE</b>	<b>I. APPROVED BY</b> 000372	<b>J. DATE</b>
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000372

(b)(6)



**CONTRACT DATA REQUIREMENTS LIST**  
(1 Data Item)

Form Approved  
OMB No. 0704-0188

Under Executive Order 12812, the collection of information is authorized to continue only if it meets the criteria set forth in the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to the Department of Defense, Office of Management and Enterprise Services, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302 and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, D.C. 20503. Please DO NOT RETURN your form to either of these addresses. Send completed form to the person issuing this form.

A. CONTRACT LINE ITEM NO. 0004, 0008, 0008		B. EXHIBIT A	C. CATEGORY: TCP _____ TM _____ OTHER _____	
D. SYSTEM ITEM JLENS		E. CONTRACT/PR NO. DASG60-98-C-0001		F. CONTRACTOR Raytheon
1. DATA ITEM NO. A009	2. TITLE OF DATA ITEM PERFORMANCE SPECIFICATIONS DOCUMENTS		3. SUBTITLE HARDWARE/SDFTWARE PERFORMANCE SPECIFICATIONS	
4. AUTHORITY (Data Acquisition Document No.) DI-SOMP-81465		5. CONTRACT REFERENCE SOW PARA 3.2		6. REQUIRING OFFICE SMDC-AC-J
7. DD FORM NO. LT	B. DIST STATEMENT REQUIRED STATEMENT REQUIRED	10. FREQUENCY BLK 18	12. DATE OF FIRST SUBMISSION BLK 18	14. DISTRIBUTION A. ADDRESSEE B. COPIES Draft Final Reg Repr
9. APP CODE A		11. AS OF DATE	13. DATE OF SUBSEQUENT SUBMISSION BLK 18	
16. REMARKS SUBMIT PERFORMANCE SPECIFICATIONS 60 DAYS PRIOR TO DR(s). SUBSEQUENT SUBMISSIONS AS REQUIRED. APPROVAL: G30/C30 CONTRACTOR FORMAT ACCEPTABLE. *LETTER OF TRANSMITTAL ONLY				SMDC-AC-J 1 HARD COPY / 1 DISK * SMDC-CM-CM * ACO
				(8. TOTAL) →

17. PRICE GROUP
18. ESTIMATED TOTAL PRICE

G. PREPARED BY	H. DATE	I. APPROVED BY 000374	J. DATE
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(b)(6)



**CONTRACT DATA REQUIREMENTS LIST**  
(1 Data Item)

Form Approved  
OMB No. 0704-0188

Please reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Service, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302 and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DO NOT RETURN your form to either of these addresses. Send completed form to Government Contracting Officer for the Contract/PR No listed in Block E.

A. CONTRACT LINE ITEM NO. 0004, 0006, 0008	B. EXHIBIT A	C. CATEGORY: TOP _____ TM _____ OTHER _____
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D. SYSTEM/ITEM JLENS	E. CONTRACT/PR NO. DASG60-98-C-0001	F. CONTRACTOR Raytheon
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1. DATA ITEM NO. A011	2. TITLE OF DATA ITEM SOFTWARE DEVELOPMENT PLAN	3. SUBTITLE
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4. AUTHORITY (Data Acquisition Document No.) DI-IPSC-81427	5. CONTRACT REFERENCE SOW PARA 3.5.3	6. REQUIRING OFFICE SMDC-AC-J
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7. DD 250 REQ LT	9. DIST STATEMENT REQUIRED STATEMENT REQUIRED	10. FREQUENCY AS REQUIRED	12. DATE OF FIRST SUBMISSION 60 DAC MODIFICATION	14. DISTRIBUTION								
8. APP CODE A		11. AS OF DATE	13. DATE OF SUBSEQUENT SUBMISSION AS REQUIRED	<table border="1"> <tr> <td rowspan="2">4. ADDRESSEE</td> <td colspan="2">5. COPIES</td> </tr> <tr> <td>Draft</td> <td>Final</td> </tr> <tr> <td></td> <td>Reg</td> <td>Repro</td> </tr> </table>	4. ADDRESSEE	5. COPIES		Draft	Final		Reg	Repro
4. ADDRESSEE	5. COPIES											
	Draft	Final										
	Reg	Repro										

16. REMARKS  INITIAL SUBMISSION 60 DAC MODIFICATION AND 60 DAYS PRIOR TO EACH DR(s). SUBSEQUENT SUBMISSIONS AS REQUIRED. CONTENTS OF SOFTWARE DEVELOPMENT PLAN SHALL BE IAW DID.  APPROVAL: G30/C30  CONTRACTOR FORMAT ACCEPTABLE.  *LETTER OF TRANSMITTAL ONLY	SMDC-AC-J 1 HARD COPY / 1 DISK * SMDC-CM-CN *ACQ
	15. TOTAL

17. PRICE GROUP
18. ESTIMATED TOTAL PRICE

G. PREPARED BY	H. DATE	I. APPROVED BY 000376	J. DATE
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(b)(6)

**CONTRACT DATA REQUIREMENTS LIST**  
*(1 Data Item)*

Form Approved  
OMB No. 0704-0188

Public reporting burden for this collection of information is estimated to average 1.5 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to: Department of Defense, Washington Headquarters Service, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302 and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, D.C. 20503. Please DO NOT RETURN your form to either of these addresses. Your completed form to Government Issuing Contracting Office for the Contract/PR No listed in Block E.

<b>A. CONTRACT LINE ITEM NO.</b> 0004, 0006, 0008, 0010	<b>B. EXHIBIT</b> A	<b>C. CATEGORY:</b> TOP _____ TM _____ OTHER _____
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<b>D. SYSTEM/ITEM</b> JLENS	<b>E. CONTRACT/PR NO.</b> DASG60-98-C-0001	<b>F. CONTRACTOR</b> Raytheon
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<b>1. DATA ITEM NO.</b> A012	<b>2. TITLE OF DATA ITEM</b> SAFETY ASSESSMENT REPORT	<b>3. SUBTITLE</b> SAFETY ASSESSMENT REPORT
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<b>4. AUTHORITY (Data Acquisition Document No.)</b> DI-SAFT-80102	<b>5. CONTRACT REFERENCE</b> SOW PARA 3.8	<b>6. REQUIRING OFFICE</b> SMDC-AC-J
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<b>7. DD 250 REQ</b> LT	<b>9. DIST STATEMENT REQUIRED</b> STATEMENT REQUIRED	<b>10. FREQUENCY</b> AS REQUIRED	<b>12. DATE OF FIRST SUBMISSION</b> BLK 16	<b>14. DISTRIBUTION</b>	
<b>8. APP CODE</b> A		<b>11. AS OF DATE</b>	<b>13. DATE OF SUBSEQUENT SUBMISSION</b> BLK 16	<b>a. ADDRESSEE</b>	<b>b. COPIES</b>
				Draft	Final
					Reg
					Repr

<b>16. REMARKS</b>  THE SAFETY ASSESSMENT REPORT SHALL BE PROVIDED AS FOLLOWS: 60 DAYS PRIOR TO TEST. G30 DAYS/C30 DAYS  UPDATED 60 DAYS PRIOR TO TESTING A DIFFERENT CONFIGURATION. G30 DAYS/C30 DAYS.  FINAL SUBMITTAL AT END OF CONTRACT.  CONTRACTOR FORMAT ACCEPTABLE.  *LETTER OF TRANSMITTAL ONLY	SMDC-AC-J		
	1 HARD COPY /		
	1 DISK		
	* SMDC-CM-CN		
	*AGC		
	<b>15. TOTAL</b> →		

<b>G. PREPARED BY</b> [Redacted]	<b>H. DATE</b>	<b>I. APPROVED BY</b> 000377 [Redacted]	<b>J. DATE</b>
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17. PRICE GROUP

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18. ESTIMATED TOTAL PRICE

(b)(6)







CONTRACT DATA REQUIREMENTS LIST (1 Data Item)						Form Approved OMB No. 0704-0188	
Public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Service, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302 and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please do NOT RETURN your form to either of these addresses. Send completed form to Congressional Liaison Contracting Office for the Contractor No. listed on Block E.							
A. CONTRACT LINE ITEM NO. 0004, 0006, 0008, 0010		B. EXHIBIT A	C. CATEGORY: TDP _____ TM _____ OTHER _____				
D. SYSTEM/ITEM JLENS		E. CONTRACT/PR NO. DASG60-98-C-0001		F. CONTRACTOR Raytheon			
1. DATA ITEM NO. A016	2. TITLE OF DATA ITEM TEST INSPECTION REPORTS			3. SUBTITLE DEMO AND TEST REPORTS			
4. AUTHORITY (Data Acquisition Document No.) DI-NDTI-80909A			5. CONTRACT REFERENCE SOW PARA 5.2		6. REQUIRING OFFICE SMDC-AC-J		
7. DD 250 REQ LT	8. DIST STATEMENT REQUIRED STATEMENT REQUIRED	10. FREQUENCY BLK 16	12. DATE OF FIRST SUBMISSION BLK 16		14. DISTRIBUTION		
8. APP CODE A		11. AS OF DATE	13. DATE OF SUBSEQUENT SUBMISSION BLK 18		a. ADDRESSEE	b. COPIES	
					Draft	Final	
						Reg	Appr
18. REMARKS  QUICK LOOK REPORTS DUE 48 HOURS AFTER EACH TEST.  INTERIM TEST REPORTS DUE 30 DAYS AFTER EACH TEST. APPROVAL G30/C30.  FINAL COMPREHENSIVE PROGRAM TEST REPORT DUE 60 DAYS AFTER COMPLETION OF TEST PROGRAM. APPROVAL: G30/C30.  CONTRACTOR FORMAT ACCEPTABLE.  *LETTER OF TRANSMITTAL ONLY					SMDC-AC-J		
					1 HARD COPY		
					1 DISK		
					* SMDC-CM-CN		
					*ACQ		
G. PREPARED BY		H. DATE	I. APPROVED BY		J. DATE		
			000381				

17. PRICE GROUP

18. ESTIMATED TOTAL PRICE

(b)(6)

**CONTRACT DATA REQUIREMENTS LIST**  
(1 Data Item)

Form Approved  
OMB No. 0704-0138

1. This reporting burden for this collection of information is estimated to average 1.5 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and reviewing and revising the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to Department of Defense, Washington Headquarters Service, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302 and to the Office of Management and Budget, Paperwork Reduction Project (0704-0138), Washington, D.C. 20503. Please do not return this form to either of these addresses. Send completed forms to the person listed in the instructions for this collection of information.

A. CONTRACT LINE ITEM NO. 0004, 0006, 0008, 0010	B. EXHIBIT A	C. CATEGORY: TOP _____ TM _____ OTHER _____
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D. SYSTEM/ITEM JLENS	E. CONTRACT/PR NO. DASG6D-98-C-0001	F. CONTRACTOR Raytheon
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1. DATA ITEM NO. A017	2. TITLE OF DATA ITEM SCIENTIFIC AND TECHNICAL REPORTS SUMMARIES	3. SUBJECT DEMONSTRATION READINESS REVIEWS (DRR)
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4. AUTHORITY (Data Acquisition Document No.) DI-MISC-80048	5. CONTRACT REFERENCE SOW PARA 5.2	6. REQUIRING OFFICE SMDC-AC-J
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7. DD FORM LT	8. DIST STATEMENT REQUIRED STATEMENT REQUIRED	9. APP CODE A	10. FREQUENCY AS REQUIRED	11. AS OF DATE	12. DATE OF FIRST SUBMISSION BLK 18	13. DATE OF SUBSEQUENT SUBMISSION BLK 18	14. DISTRIBUTION							
						<table border="1"> <tr> <th rowspan="2">ADDRESS</th> <th colspan="3">COPIES</th> </tr> <tr> <th>Dist</th> <th>Reg</th> <th>Other</th> </tr> </table>		ADDRESS	COPIES			Dist	Reg	Other
ADDRESS	COPIES													
	Dist	Reg	Other											

<p>15. REMARKS</p> <p>AGENDA: SUBMIT 25 DAYS PRIOR TO SCHEDULED REVIEW. APPROVAL: NLT 10 DAYS FOLLOWING RECEIPT OF AGENDA.</p> <p>MINUTES: SUBMIT ONE COPY OF MINUTES (INCLUDING APPROVAL SHEET) NLT 10 DAYS AFTER REVIEW. APPROVAL G15/C10.</p> <p>CONTRACTOR FORMAT ACCEPTABLE.</p> <p>*LETTER OF TRANSMITTAL ONLY</p>	SMDC-AC-J 1 HARD COPY / 1 DISK * SMDC-CM-CN *ACQ
16. TOTAL	→

17. PRICE GROUP
18. ESTIMATED TOTAL PRICE

G. PREPARED BY [Redacted]	H. DATE 000382	I. APPROVED BY [Redacted]	J. DATE
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(b)(6)

**CONTRACT DATA REQUIREMENTS LIST**  
*(1 Data Item)*

Form Approved  
DHB No 0704-0188

Public reporting burden for this collection of information is estimated to average 140 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed and reviewing and revising the submission of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to Department of Defense, Washington Headquarters Service, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302 and to the Office of Management and Budget, Paperwork Reduction Project (2004-0188), Washington D.C. 20503. Please do not return your form to either of these addresses. Send comments here to: Customer Service, Contracting Officer for the Contract/RFI at the time it is issued.

A. CONTRACT LINE ITEM NO. 0004, 0008, 0008, 0010	B. EXHIBIT A	C. CATEGORY: TOP _____ FM _____ OTHER _____
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D. SYSTEM/ITEM JLENS	E. CONTRACT/PR NO. DASG60-98-C-0001	F. CONTRACTOR Raytheon
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1. DATA ITEM NO. A018	2. TITLE OF DATA ITEM INTEGRATED SUPPORT PLAN	3. SUBTITLE
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4. AUTHORITY (Data Acquisition Document No.) DI-ILSS-80395	5. CONTRACT REFERENCE SOW PARA 6.1.1	6. REQUIRING OFFICE SMDC-AC-J
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7. DD FORM NO. LT	8. DIST STATEMENT REQUIRED STATEMENT REQUIRED	9. FREQUENCY BLK 18	10. DATE OF FIRST SUBMISSION BLK 18	14. DISTRIBUTION
11. AS OF DATE	12. DATE OF SUBSEQUENT SUBMISSION BLK 18	a. ADDRESS		
		b. COPIES		
		Draft		
		Final		
		Mag		
		Paper		

13. REMARKS  
FIRST SUBMISSION 60 DAYS AFTER START CONTRACT; SUBSEQUENT SUBMISSION WHEN A MAJOR PROGRAM CHANGE OCCURS. THE INTEGRATED SUPPORT PLAN (ISP) SHALL INCLUDE:

- A. MAINTENANCE PLAN FOR DEMONSTRATION AND OBJECTIVE SYSTEMS.
- B. SUPPLY SUPPORT PLAN FOR DEMONSTRATION AND OBJECTIVE SYSTEMS.
- C. MANPRINT MANAGEMENT PLAN FOR DEMONSTRATION AND OBJECTIVE SYSTEMS. INCLUDE SPECIFIC INFORMATION CONCERNING THE ANALYSIS AND HANDLING OF MANPRINT ISSUES.
- D. TRAINING PLAN FOR DEMONSTRATION AND OBJECTIVE SYSTEMS.
- E. DEPLOYMENT PLAN FOR DEMONSTRATION AND OBJECTIVE SYSTEM. INCLUDE SPECIFIC INFORMATION CONCERNING RESOURCES REQUIRED TO DEPLOY DEMONSTRATION SYSTEM IF A CONTINGENCY WOULD REQUIRE SYSTEM DEPLOYMENT.

APPROVAL: G45/C30  
CONTRACTOR FORMAT ACCEPTABLE.  
\*LETTER OF TRANSMITTAL ONLY

18. TOTAL				
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17. PRICE GROUP
18. ESTIMATED TOTAL PRICE

(b)(3)(A)  
(i)&Title  
10 Sec 130  
(a)(b)

(b)(3)(A)  
(i)&Title 10  
Sec 130 (a)(b)

G. PREPARED BY	H. DATE	I. APPROVED BY	J. DATE
		000383	

(b)(3)(A)

**CONTRACT DATA REQUIREMENTS LIST**  
(1 Data Item)

Form Approved  
OMB No. 0704-0188

Please reporting failures for the collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204 Arlington, VA 22202-4302 and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington D.C. 20503. Please DO NOT RETURN your form to either of these addresses. Send completed form to Performance Testing Contracting Office for the ContractPR No listed in Block 6.

A. CONTRACT LINE ITEM NO. 0004, 0006, 0008, 0010	B. EXHIBIT A	C. CATEGORY: TOP _____ TM _____ OTHER _____
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D. SYSTEM/ITEM JLENS	E. CONTRACT/PR NO. DASG60-98-C-0001	F. CONTRACTOR Raytheon
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1. DATA ITEM NO. A019	2. TITLE OF DATA ITEM SCIENTIFIC AND TECHNICAL REPORTS SUMMARIES	3. SUBTITLE ENVIRONMENTAL FAILURE REPORT
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4. AUTHORITY (Data Acquisition Document No.) DI-MISC-80048	5. CONTRACT REFERENCE SOW PARA 6.3	6. REQUIRING OFFICE SMDC-AC-J
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7. DD 250 REQ LT	9. DIST STATEMENT REQUIRED STATEMENT REQUIRED	10. FREQUENCY AS REQUIRED	12. DATE OF FIRST SUBMISSION BLK 16	14. DISTRIBUTION		
8. APP CODE N/A	11. AS OF DATE	13. DATE OF SUBSEQUENT SUBMISSION BLK 16	a. ADDRESSEE		b. COPIES	
					Craft	Final
					Reg	Repro

16. REMARKS  THE CONTRACTOR SHALL IMMEDIATELY NOTIFY BY TELEPHONE THE CONTRACTING OFFICER OF FAILURES OR PROJECTED FAILURES OF COMPLIANCE WITH ENVIRONMENTAL REQUIREMENT.  A WRITTEN REPORT SHALL BE SUBMITTED WITHIN FIVE (5) WORKING DAYS. THE REPORT SHALL DEFINE THE PROBLEMS, WHEN, WHERE, AND HOW IT OCCURRED, ACTIONS THAT WERE TAKEN IMMEDIATELY, WHO WAS NOTIFIED, THE ACTIONS THAT WERE TAKEN TO CORRECT THE PROBLEM, AND TO PREVENT FUTURE OCCURRENCES.  *LETTER OF TRANSMITTAL ONLY	SMDC-AC-J 1 HARD COPY / 1 DISK * SMDC-CM-CN *ACQ				
15. TOTAL					

17. PRICE GROUP
18. ESTIMATED TOTAL PRICE

G. PREPARED BY	H. DATE	I. APPROVED BY	J. DATE
		000384	

(b)(6)



CONTRACT DATA REQUIREMENTS LIST (1 Data Item)						Form Approved OMB No 0704-0188	
<small>*Table requiring burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed and reviewing and revising the portions of information sent. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to: Department of Defense, Paperwork Reduction Project (0704-0188), Washington D.C. 20301, Please DO NOT RETURN your form to either of these addresses. Send completed form to: Department of Defense, Contracting Office for the Contractor/DoD Office for the Contractor.</small>							
A. CONTRACT LINE ITEM NO. 0010		B. EXHIBIT A	C. CATEGORY: TOP _____ TM _____ OTHER _____				
D. SYSTEM/ITEM JLENS			E. CONTRACT/PR NO. DASG80-98-C-0001		F. CONTRACTOR Raytheon		
1. DATA ITEM NO. A021	2. TITLE OF DATA ITEM FUNDS AND MANHOOR EXPENDITURE REPORT (FMER)				3. SUBTITLE		
4. AUTHORITY (Data Acquisition Document No.) DI-FNCL-80331			5. CONTRACT REFERENCE SOW PARA 2.8.1		6. ACQUIRING OFFICE SMDC-AC-J		
7. DD FORM NO. LT	8. COST STATEMENT REQUIRED STATEMENT REQUIRED	10. FREQUENCY MONTHLY	12. DATE OF FIRST SUBMISSION BLK 16		14. DISTRIBUTION		
9. APP CODE N/A		11. AS OF DATE	13. DATE OF SUBSEQUENT SUBMISSION BLK 16		L. ADDRESSEE	M. COPIES	
						Draft	Final
						Reg	Reps
10. REMARKS  ITEM 12: 20 CALENDAR DAYS AFTER CLOSE OF FIRST FULL ACCOUNTING MONTH AFTER CONTRACT AWARD.  ITEM 13: 20 DAYS AFTER CLOSE OF ACCOUNTING MONTH.  TAILOR DID: BLOCK 10, PREPARATION INSTRUCTION, 10.3.2, FUNDS EXPENDITURE GRAPH IS NOT REQUIRED.  *LETTER OF TRANSMITTAL ONLY					SMDC-AC-J		
					1 HARD COPY /		
					1 DISK		
					SMDC-CM-CN		
					*ACC		
G. PREPARED BY		H. DATE	I. APPROVED BY		J. DATE		
[REDACTED]			000 386 [REDACTED]				

17. PRICE GROUP

18. ESTIMATED TOTAL PRICE

(b)(6)

**CONTRACT DATA REQUIREMENTS LIST**  
(1 Data Item)

Form Approved  
OMB No. 0704-0188

\*This reporting burden for this collection of information is estimated to average 1.6 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and reviewing and revising the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 115 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302 and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, D.C. 20503. Please DO NOT RETURN your form to either of these addresses. Send completed forms to Government Printing Office for the Contract Form to which it refers.

4. CONTRACT LINE ITEM NO. 0012	8. EXHIBIT A	C. CATEGORY: FDP _____ TM _____ OTHER _____
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O. SYSTEM/ITEM JLENS	E. CONTRACT/PR NO. DASG60-98-C-0001	F. CONTRACTOR Raytheon
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1. DATA ITEM NO. 8001	2. TITLE OF DATA ITEM RECORDS OF MEETING/MINUTES REPORT	3. SUBTITLE
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4. AUTHORITY (OIA or Acquisition Government, etc.) OI-ADMN-81505	5. CONTRACT REFERENCE SOW PARA 2.3	6. REQUIREMENT OFFICE SMDC-AC-J
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7. DD FORM NO. LT	8. DIRT STATEMENT REQUIRED	10. FREQUENCY ASREQ	12. DATE OF FIRST SUBMISSION ASREQ	14. DISTRIBUTION
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9. APP CODE A	11. AS OF DATE	13. DATE OF SUBSEQUENT SUBMISSION ASREQ	14. ADDRESS	15. COPIES		
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<p>10. REMARKS</p> <p>DEVELOP AND SUBMIT A DETAILED AGENDA 10 WORKING DAYS PRIOR TO THE MEETING DATE. THE AGENDA WILL INCLUDE THE LIST OF EXPECTED GOVERNMENT, CONTRACTOR, SUBCONTRACTOR, AND IPT ATTENDEES.</p> <p>PRs: THREE PROGRAM REVIEWS PER YEAR SHALL BE CONDUCTED ROTATED AMONG THE CONTRACTOR FACILITIES AND THE JLENS PROJECT OFFICE.</p> <p>PMR: PROJECT MANAGER REVIEWS SHALL BE CONDUCTED AT THE REQUEST OF THE GOVERNMENT. THE CONTRACTOR WILL UTILIZE VIDEO TELECONFERENCE (VTC) TO THE MAXIMUM EXTENT POSSIBLE TO CONDUCT PMRs.</p> <p>SUBMIT THE MINUTES AND LIST OF ATTENDEES OF EACH MEETING WITHIN 5 WORKING DAYS AFTER MEETING COMPLETION. THE MINUTES SHALL INCLUDE ACTION ITEMS (CONTRACTOR AND GOVT), THE PERSON RESPONSIBLE, AND REQUIRED COMPLETION DATE.</p> <p>CONTRACTOR FORMAT ACCEPTABLE. APPROVAL: G10/C10.</p> <p>*LETTER OF TRANSMITTAL ONLY</p>	SMDC-AC-J 1 HARD COPY / 1 DISK *SMDC-GM-CN *ACC				

17. PRICE GROUP
18. ESTIMATED TOTAL PRICE

(b)(3)(A)  
(i)&Title 10  
Sec 130 (a)(b)

H. DATE 12 Oct 99	I. APPROVED BY [Signature]	J. DATE 12 Oct 99	16. TOTAL
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000397

(b)(6)

**CONTRACT DATA REQUIREMENTS LIST**  
(1 Data Item)

FORM 3023-4  
OMB No. 0704-0188

Points / reporting metrics for data collection of information is estimated to average 116 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to Department of Defense, Washington Headquarters Service, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302 and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, D.C. 20503. Please do not return this form to either of these addresses. Send completed form to the appropriate Reporting Burden Office for the Contract/PR No. listed in block 6.

A. CONTRACT LINE ITEM NO. 0012	B. EXHIBIT A	C. CATEGORY: TOP _____ TM _____ OTHER _____
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D. SYSTEM/ITEM JLENS	E. CONTRACT/PR NO. DASG60-98-C-0001	F. CONTRACTOR RAYTHEON
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1. DATA ITEM NO. 8002	2. TITLE OF DATA ITEM FUNDS AND MANHOOR EXPENDITURE REPORT (FMER)	3. SUBTITLE
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G. AUTHORITY (Data Acquisition Document No.) DI-FNCL-80331	H. CONTRACT REFERENCE SOW PARA 2.8.1	I. REGULATING OFFICE SMDC-AC-J
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J. DD FORM NO. LT	K. DIST STATEMENT REQUIRED STATEMENT REQUIRED	L. FREQUENCY MONTHLY	M. DATE OF FIRST SUBMISSION BLK 18	N. DISTRIBUTION
O. APP CODE N/A	P. AS OF DATE	Q. DATE OF SUBSEQUENT SUBMISSION BLK 18	R. ADDRESSEE	S. COPIES Dist Req Repr

16. REMARKS  ITEM 12: 20 CALENDAR DAYS AFTER CLOSE OF FIRST FULL ACCOUNTING MONTH AFTER CONTRACT AWARD.  ITEM 13: 20 DAYS AFTER CLOSE OF ACCOUNTING MONTH.  TAILOR DID: BLOCK 109, PREPARATION INSTRUCTION, 10.3.2, FUNDS EXPENDITURE GRAPH IS NOT REQUIRED.  * LETTER OF TRANSMITTAL ONLY.	SMDC-AC-J		
	1 HARD COPY/		
	1 DISK		
	SMDC-DM-GN		
	* ACC		
	15. TOTAL		

G. PREPARED BY [Redacted]	H. DATE	I. APPROVED BY 000 388 [Redacted]	J. DATE
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17. PRICE GROUP

18. ESTIMATED TOTAL PRICE

(b)(6)

**CONTRACT DATA REQUIREMENTS LIST**  
(1 Data Item)

Form Approved  
OMB No. 0704-0188

Public reporting burden for this collection of information is estimated to average 1 1/2 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to Department of Defense, Washington Headquarters Service, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302 and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, D.C. 20503. Please do not forget to provide your name to assist in data collection. Send completed form to Government Printing Office for the Contract/PR No. Form 1, Blank 1.

A. CONTRACT LINE ITEM NO. 0012	B. EXHIBIT A	C. CATEGORY: TDP _____ TM _____ OTHER _____
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D. SYSTEM/ITEM JLENS	E. CONTRACT/PR NO. OASG60-98-C-0001	F. CONTRACTOR Raytheon
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1. DATA ITEM NO. 8003	2. TITLE OF DATA ITEM LIFE CYCLE COST (LCC) AND INDEPENDENT SCHEDULE ASSESSMENT (ISA) REPORT	3. SUBTITLE PROGRAM COST ESTIMATE (PCE)
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4. AUTHORITY (Data Acquisition Document No.) DI-FNCL-80448	5. CONTRACT REFERENCE SOW PARA 2.6.3	6. REQUIRING OFFICE SMDC-AC-J
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7. DD 250 AEG LT	9. DMT STATEMENT REQUIRED STATEMENT REQUIRED	10. FREQUENCY AS REQUIRED	12. DATE OF FIRST SUBMISSION BLK 18	14. DISTRIBUTION	
8. APP CODE N/A	11. AS OF DATE	13. DATE OF SUBSEQUENT SUBMISSION BLK 18	a. ADDRESSEE		b. COPIES
			Draft		Final
			Req		Repr

10. REMARKS STARTING WITH THE NEGOTIATED CONTRACT AS A BASELINE, THE CONTRACTOR SHALL DEVELOP, AND MAINTAIN CURRENT, A PROGRAM COST ESTIMATE (PCE) TO ESTIMATE TOTAL LIFE CYCLE COST FOR THE JLENS PROGRAM DESCRIBED BELOW. THE CONTRACTOR SHALL SUBMIT THE PCE TO THE GOVERNMENT ON AN AS REQUIRED BASIS. THE CONTRACTOR HAS 30 DAYS TO PROVIDE THE PCE AFTER A VERBAL REQUEST BY THE GOVERNMENT IS MADE. THE VERBAL REQUEST WILL BE FOLLOWED UP BY A LETTER OF INSTRUCTION FROM THE CONTRACTING OFFICER.

THE TOTAL COST SHOULD BE IN THEN YEAR (ESCALATED) DOLLARS IN MILLIONS (\$M).

A DEMONSTRATION SYSTEM REFLECTING THE NEGOTIATED CONTRACT WITH ALL EVENTS, THE PERIOD OF PERFORMANCE, ETC.

AN EMO PROGRAM WHERE 2 RADAR SYSTEMS ARE BUILT FY 08 - FY 08 ASSUMING POM FUNDING.

THE PCE SHOULD BE PHASED ACCORDING TO THE YEARS THE SYSTEMS ARE BUILT.

THE WBS SHOULD REFLECT THE COMPONENTS THAT MAKE UP THE END ITEMS.

EACH ACCOUNT REQUIRES DOCUMENTATION. DEFINE THE RATIONALE AS ACTUAL COST, A COST ESTIMATING RELATIONSHIP, OR AN ANALOGY. INCLUDE THE SOURCE OF THE INFORMATION USED IN THE ESTIMATE.

CONTRACTOR FORMAT ACCEPTABLE.

\*LETTER OF TRANSMITTAL ONLY

G. PREPARED BY	H. DATE	I. APPROVED BY	J. DATE
		000389	

17. PRICE GROUP

18. ESTIMATED TOTAL PRICE

(b)(3)(A)  
(i)&Title 10  
Sec 130 (a)(b)

(b)(3)(A)  
(i)&Title 10  
Sec 130 (a)(b)

(b)(3)(A)  
(i)&Title 10  
Sec 130 (a)(b)

(b)(6)













**CONTRACT DATA REQUIREMENTS LIST**  
(1 Data Item)

Form Approved  
OMB No. 0704-0188

Please refer to the instructions for data submission of information or submitted to coverage 110 hours per response, including the time for reviewing comments, including sending that comment, gathering and maintaining the data, meeting and completing and reviewing the submission of information. Send comments regarding this notice to the relevant agency or to the Office of Management and Enterprise Services, Department of Defense, Washington Headquarters Building, Operations and Logistics Directorate, (211) Defense Civil Agency, Room 1204, Arlington, VA 22202-4302 and to the Office of Management and Enterprise Services, Department of Defense, Washington, D.C. 20303. Please DO NOT RETURN your form to either of these addresses. Send completed form to Government Printing Office for the Contract/PR No listed in Block 6.

A. CONTRACT LINE ITEM NO 0012	B. EXHIBIT A	C. CATEGORY: TOP _____ TM _____ OTHER _____
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D. SYSTEM/ITEM JLENS	E. CONTRACT/PR NO. DASG80-98-C-0001	F. CONTRACTOR Raytheon
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1. DATA ITEM NO. 8010	2. TITLE OF DATA ITEM PRESENTATION MATERIAL	3. SUBTITLE DESIGN REVIEWS
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4. AUTHORITY (Data Acquisition Document No.) DI-ADMN-81373	5. CONTRACT REFERENCE SOW PARA 3.10.1, 3.10.2	6. REQUIREMENT OFFICE SMOC-AC-J
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7. DD 250 REQ LT	8. COST STATEMENT REQUIRED STATEMENT REQUIRED	10. FREQUENCY AS REQUIRED	12. DATE OF FIRST SUBMISSION 8LK 18	14. DISTRIBUTION							
9. APP CODE A	11. AS OF DATE	13. DATE OF SUBSEQUENT SUBMISSION 8LK 18	<table border="1"> <tr> <th rowspan="2">a. ADDRESSEE</th> <th colspan="3">b. COPIES</th> </tr> <tr> <th>Oral</th> <th>Reg</th> <th>Apps</th> </tr> </table>		a. ADDRESSEE	b. COPIES			Oral	Reg	Apps
a. ADDRESSEE	b. COPIES										
	Oral	Reg	Apps								

<p>18. REMARKS</p> <p>SUBMIT AGENDA 25 DAYS PRIOR TO MEETINGS. GOVERNMENT APPROVAL WITHIN 10 DAYS FROM RECEIPT OF AGENDA.</p> <p>SUBMIT HARD COPIES OF PRESENTED MATERIAL WITHIN 10 DAYS AFTER THE MEETING. BLACK/WHITE COPIES SHALL BE PROVIDED IN BLACK/WHITE. COLOR COPIES SHALL BE PROVIDED IN COLOR.</p> <p>SUBMIT MINUTES OF MEETINGS, ATTENDEES, AND ACTION ITEMS WITHIN 10 DAYS AFTER MEETING.</p> <p>SUBMIT COMPLETED ACTION ITEM REPORT WITHIN 10 DAYS AFTER COMPLETION OF ALL ACTION ITEMS.</p> <p>CONTRACTOR FORMAT ACCEPTABLE.</p> <p>*LETTER OF TRANSMITTAL ONLY</p>	<table border="1"> <tr><td>SMOC-AC-J</td><td></td><td></td><td></td></tr> <tr><td>1 HARD COPY /</td><td></td><td></td><td></td></tr> <tr><td>1 DISK</td><td></td><td></td><td></td></tr> <tr><td>* SMOC-CM-CN</td><td></td><td></td><td></td></tr> <tr><td>* ACC</td><td></td><td></td><td></td></tr> <tr><td></td><td></td><td></td><td></td></tr> </table>	SMOC-AC-J				1 HARD COPY /				1 DISK				* SMOC-CM-CN				* ACC																																											
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17. PRICE GROUP
19. ESTIMATED TOTAL PRICE

G. PREPARED BY [Redacted]	H. DATE 000396	I. APPROVED BY [Redacted]	J. DATE
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**U.S. ARMY SPACE AND MISSILE  
DEFENSE COMMAND (SMDC)  
JOINT LAND ATTACK CRUISE MISSILE  
DEFENSE ELEVATED NETTED SENSOR  
SYSTEM (JLENS) PROJECT OFFICE**

**JLENS PROGRAM**

**SW-JLENS-16-97**

**DASG60-98-C-0001**

**STATEMENT OF WORK**

1 Oct 99

Rev 1

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## 1.0 INTRODUCTION

### 1.1 Objective

The JLENS Program has three primary objectives: 1) mitigation of the risk associated with the execution of the program, 2) design, development, fabrication, integration, test, demonstration, and maintenance of a system which meets the JLENS performance requirements, and (3) provide an operational "leave behind" system. (3, 5, 7, 9, 11)

### 1.2 Scope

This Statement of Work (SOW) defines the requirements for a JLENS Program. Technical requirements are contained in the JLENS Performance Specification (JPS). The JLENS Program is composed of three segments: 1) Risk Mitigation (RM); 2) Design, Development, Demonstration, and Test (DDD&T); and 3) Operations and Sustainment (O&S). The contractor shall design, develop, procure, fabricate, integrate, test, demonstrate, operate, and maintain a system that meets the requirements of this SOW and the JPS. (3, 5, 7, 9, 11)

### 1.3 Integrated Product Teams (IPTs)

The JLENS system shall be developed using a partnership between the government and industry. The IPTs shall be the basis of this partnership. The contractor shall implement IPTs as an integral part of the JLENS Program. The contractor shall be an integral member of government IPTs and the government will be an integral member of contractor IPTs. (3, 5, 7, 9, 11)

## 2.0 PROGRAM MANAGEMENT

### 2.1 General

The contractor shall ensure all activities are controlled, scheduled, monitored, reported, and managed consistent with and supportive of the requirements set forth in this SOW. The contractor shall implement an integrated master approach defining the events, accomplishments, criteria, and associated processes in accordance with (IAW) contract Attachment A1 entitled, "Program Management Approach." (3, 5, 7, 9, 11)

### 2.2 Meetings and Reviews - Contractor Internal

The contractor shall identify, conduct, support, attend, and document reviews, and make assessments by which the degree of completion of technical and programmatic efforts related to major schedule milestones can be made. The contractor shall notify and invite the government to all such contractor and subcontractor reviews in a timely manner. (3, 5, 7, 9, 11)

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**2.3 Meetings and Reviews - Contractor/Government**

The contractor shall conduct program reviews (PRs). The PRs shall address the technical performance; cost, technical and schedule progress; program status; staffing; and issues that could affect program execution. The contractor shall relate technical accomplishment to cost and schedule using earned value during PRs. The contractor shall conduct PM level reviews at the request of the JLENS Project Manager. (CDRL A001, B001) (3, 5, 7, 9, 11)

**2.4 Master Integrated Program Schedule (MIPS)**

The contractor shall plan, organize, and document the sequence of program events in a MIPS by which the program's progress is measured and assessed. The contractor shall document and provide the relationship between the MIPS and the CWBS. (CDRL A002) (3, 5, 7, 9, 11)

**2.5 Contract Work Breakdown Structure (CWBS)**

The contractor shall implement and maintain a CWBS and dictionary. The contractor shall use the CWBS as the primary framework for planning, budgeting, controlling, and reporting the status of program cost, schedules, and technical performance. The CWBS shall be developed to the lowest level at which work is performed. (CDRL A003) (3, 5, 7, 9, 11)

**2.6 Cost Reporting**

**2.6.1 Funds Manhour Expenditure Report**

The contractor shall provide a Funds Manhour Expenditure Report. (CDRL B002) (9, 11)

**2.6.2 Cost/Schedule Status Reports (C/SSR)**

The contractor shall develop and implement a management control process that effectively uses earned value for integrated cost, schedule, and technical performance management. This shall include an earned value management control process which provides the basis for planning and controlling cost and schedule, measuring performance and progress, and generating timely, reliable reports. The contractor shall flow down earned value management and reporting requirements to major subcontractors which,

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based on risk, schedule criticality, and dollar value of their subcontract, are important to the successful completion of the program. The contractor shall prepare and provide C/SSRs (CDRL A003), and Contract Funds Status Reports (CFSRs) (CDRL A004). The contractor shall report to CWBS level 3 except payload elements (PTIR and SR) shall be reported to CWBS level 4. Lower level reporting may be required based upon risk and will be determined at the Integrated Baseline Review (IBR). (CDRL A001). The contractor shall provide a one-page white paper in contractor format explaining variances. (CDRL A003) (3, 5, 7)

**2.6.3 Program Cost Estimate**

Rough estimated cost for EMD, procurement, and sustainment shall be developed. Anticipated EMD, procurement and sustainment requirements shall be provided periodically via a Contracting Officer letter. (CDRL A005, B003) (3, 5, 7, 11)

**2.7 Renumbered previous paragraph to paragraph 2.63.**

**2.8 See para 3.1**

**2.9 Data Management**

The contractor shall establish and implement a data management process that shall reproduce, catalog, store, and deliver data items. The contractor shall make available all technical and programmatic data as required by the government. (CDRL A006, B004) The contractor shall maintain a data repository for classified and unclassified storage and an efficient means to accomplish fast and accurate data retrieval. All contractual data items shall be delivered in electronic format on permitted media. [REDACTED]

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[REDACTED] These requirements may be revised at the sole discretion of the government in order to incorporate newer or improved versions of software. The following electronic media is permissible: CD-ROM, Zip Disk, JAZZ drive and 3.5 inch diskettes. Media (e.g., diskettes, tapes, etc.) under this contract shall be free of viruses. The contractor shall test such media for viruses prior to delivery. (3, 5, 7, 9, 11)

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### 3.0 SYSTEM ENGINEERING

#### 3.1 General

The contractor shall implement systems engineering practices and provide a system design that meets the requirements of this SOW and the JPS. Systems Engineering shall include system engineering requirements allocation, system analyses, hardware, software, test requirements/plans, interface management and integration, safety, modeling and simulations, Cost as an Independent Variable (CAIV), and technical reviews and meetings. The contractor shall implement CAIV as authorized by the contracting officer IAW contract Attachment 3 entitled, "Cost as An Independent Variable Approach" and IAW contract Attachment 4 entitled, "System Engineering Approach". (3, 5, 7, 9, 11)

#### 3.2 System Engineering Requirements Allocation

The contractor shall develop and provide a Specification Tree to the equivalent of the Critical Item (CI)/Prime Item/subsystem level. (CDRL A007) The contractor shall flow down the requirements of the JPS to the equivalent of the CI/Prime Item/subsystem level. The contractor shall develop and maintain hardware design documentation that will allow the contractor to replicate the JLENS hardware. The contractor shall document this requirement allocation and supporting analyses in a Design Notebook (CDRL A008). The Design Notebook shall include refinements of and updates to the information presented in the technical proposal. The contractor shall define and document the details of the design and requirements in hardware and software performance specifications to the level annotated in the JPS. (CDRL A009). Below this level, the contractor shall develop and maintain in contractor format, performance specifications to the equivalent CI/Prime Item/subsystem level. The contractor shall develop Interface Control Documents (ICDs) for internal and external interfaces. (CDRL A010) (3, 5, 7)

#### 3.3 System Analyses

The contractor shall conduct performance analyses to support the system design IAW the requirements of the JDP. [REDACTED]

[REDACTED] Performance analyses shall be completed and system design shall be established prior to DRs. The contractor shall conduct trade studies that shall be completed prior to DRs. All trade studies shall address CAIV (9). All analyses generated in paragraph 3.3 shall be included in the Design Notebook. (CDRL A008) (3, 5, 7)

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**3.4 Hardware**

The contractor shall design, develop and integrate hardware that meets the requirements of the hardware performance specifications and ICDs. The contractor shall provide and maintain sufficient hardware to meet the requirements of this contract. The contractor shall be responsible for total support of the hardware, including all maintenance and provision of spare and repair parts. (3, 5, 7, 9, 11)

**3.5 Software**

**3.5.1 Reuse**

The contractor shall maximize use of reusable software products. (3, 5, 7, 11)

**3.5.2 Software Engineering Environment (SEE)**

The contractor shall establish, control, and maintain a SEE. The SEE is the facilities, hardware, software, firmware, procedures, and documentation needed to perform software development, software testing. Elements may include, but are not limited to, computer aided software engineering (CASE) tools, software development library, software development files, compilers, assemblers, linkers, loaders, operating systems, debuggers, simulators, emulators, documentation tools, database management systems, simulators, code analyzers, test case generators, and path analyzers. (3, 5, 7)

**3.5.3 Software Development**

The contractor shall develop, document, provide and implement a software development plan. (CDRL A011) The contractor shall design, develop, and integrate software that meets the requirements of the software performance specifications and ICDs. The contractor shall develop and maintain software documentation and code that will allow the contractor to replicate and modify the JLENS software. [REDACTED]

[REDACTED] The contractor shall document the detailed design and requirements traceability for each software unit in a CSCI. (3, 5, 7)

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**3.5.4 Software Testing**

The contractor shall develop, document, and implement a software test plan for software testing. The contractor shall conduct unit and unit integration testing for all software units and shall document the specific test cases and related test procedures. The government may participate in all software testing. (3, 5, 7)

**3.5.5 Software Version**

The contractor shall document the exact version of each software release. (3, 5, 7)

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**3.5.6 Corrective Action**

The contractor shall implement a closed-loop corrective action system for resolving detected software product problems after Design Reviews (DRs). The contractor shall document each detected software product problem and its solution. (3, 5, 7, 9, 11)

**3.5.7 Management Indicators**

The contractor shall collect, interpret, use, and report software management indicators. The contractor shall address software management indicators and corrective actions at the PRs. (3, 5, 7, 9)

**3.5.8 Y2K Compliance.**

The contractor shall ensure that all hardware and software used on the system is Y2K compliant for use after the year 1999. (3, 5, 7, 9, 11)

**3.6 Test Requirements/Plans**

The contractor shall develop and document test requirements/plans to ensure system integration and to verify the system meets the requirements of the JPS. (CDRL A015) (3, 5, 7, 9, 11)

**3.7 Interface Management and Integration**

The design shall be modular to the maximum extent possible and shall facilitate substitution of radars from a separate source. (CDRL A010) (3, 5, 7, 9, 11)

**3.8 Safety**

The contractor shall conduct system safety engineering in support of all design, development, and test activities. A safety assessment report shall be prepared. (CDRL A012, B005) (3, 5, 7, 9, 11)

**3.9 Modeling and Simulation**

The contractor shall implement modeling and simulation IAW contract Attachment A5, entitled, "Simulation, Test and Evaluation Approach". (3, 5, 7)

**3.9.1 Engineering Modeling and Simulations**

The contractor shall develop simulation tools that model system and subsystems performance to support system engineering, design, development, test and evaluation. Simulation results shall be available for government review. The models and simulations shall include the capabilities and functions as represented in the JPS. These models and simulations shall be configured to operate either individually or collectively. (CDRL A013) (3, 5, 7)

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**3.9.2 System Integration Laboratory (SIL)**

The contractor shall develop and maintain a SIL consisting of simulations, models, hardware and software. The SIL shall be used for integration of hardware and software. Actual JLENS hardware and software shall be integrated and tested at the SIL prior to shipment. (3, 5, 7, 9)

**3.10 Technical Reviews and Meetings**

**3.10.1 Design Reviews (DRs)**

Using the government approved path to DRs, the contractor shall conduct DRs that meets requirements for preliminary design review and critical design review at the contractor's facilities. (CDRL A014) (3, 5, 7)

**3.10.1.1 DR Entrance Criteria**

Minimum DR entrance requirements shall include contractor completed Specification Tree, System Analyses, flow down of requirements, and Hardware and Software Performance Specifications as specified in the JPS; hardware and software design; ICDs, trade studies, status of risk mitigation efforts and test data; and any additional criteria agreed to at the Program Reviews. (3, 5, 7)

**3.10.1.2 DR Exit Criteria**

Minimum DR exit criteria shall include: government approved DR minutes, closed critical action items as agreed at the DR, establishment of the closed loop action system, and any additional criteria agreed to at the Program Reviews. (3, 5, 7)

**3.10.2 Deleted**

**3.10.3 Deleted**

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#### **4.0 RISK MITIGATION**

##### **4.1 General**

Risk mitigation is the demonstration by the contractor that technical, schedule, and cost risks of the JLENS system have been reduced to acceptable levels to justify entry into the next CLIN of the JLENS Program. The contractor shall implement the contract Attachment A6 entitled, "Risk Mitigation Approach". (3, 5, 7, 9)

##### **4.2 Risk Mitigation Tasks**

The contractor shall provide the status of risk mitigation tasks. All changes to the Risk Mitigation Approach shall be submitted to the government for approval. Risk Mitigation shall be addressed at each PR. Risk Mitigation test results shall be incorporated into the Design Notebook. (CDRL A008) (3, 5, 7, 9)

##### **4.3 Deleted**

#### **5.0 TEST AND EVALUATION**

##### **5.1 General**

The contractor shall conduct a contractor Test and Evaluation (T&E) program and support a government T&E program. The contractor's T&E program shall demonstrate that the requirements contained in the JPS have been satisfied. The contractor shall maintain traceability from the JPS to all specifications when defining or developing required tests to meet the JLENS test objectives. The contractor shall allow government participation (on a non-interference basis) in contractor and subcontractor tests and demonstrations. The contractor shall implement Test and Evaluation IAW the contract Attachment A5 entitled, "Simulation, Test and Evaluation Approach". As a minimum, the contractor shall perform component and subsystem level testing, system ground tests, and system demonstrations. The contractor shall support Early User Testing (EUT). (3, 5, 7, 9)

##### **5.2 Test Plans, Reports, and Reviews**

The contractor shall prepare and submit detailed test plans for component, subsystem test, and system demonstrations. (CDRL A015) The contractor shall include entrance and exit criteria for each test/demonstration described in the test plans. The contractor shall prepare and

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submit test reports to document the results of component, subsystem and demonstrations. (CDRL A016)  
The contractor shall conduct test readiness reviews (TRRs) prior to ground testing and system demonstrations. The government will be the approval authority for all TRRs. (CDRL A017) (3, 5, 7, 9)

**5.3 Component and Subsystem Testing**

The contractor shall perform component, subsystem tests and integration testing that demonstrate the maturity of the component and subsystems to enter into Ground Testing. Testing shall be conducted IAW approved test plans. (3, 5, 7)

**5.4 Ground Testing**

The contractor shall perform Ground Testing that demonstrates the maturity of the system to enter into System Demonstration. Ground Testing is the system level demonstration, less air vehicle or with the air vehicle moored, of the full technical capability and integration of the system at a land based site. The contractor shall demonstrate that all components of the JLENS system operate IAW the JPS to include both internal and external interfaces. Testing shall be conducted IAW approved test plans. (3, 5, 7, 9)

**5.5 System Demonstrations/Exercises**

The contractor shall perform system demonstrations that demonstrate all components of the JLENS system operate IAW the [REDACTED] The contractor shall use planned government events such as [REDACTED] etc., where possible to demonstrate system capability. System Demonstrations are system level demonstrations of the full technical capability and integration of the system at a land based site with and/or without the air vehicle deployed. [REDACTED]

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[REDACTED]  
[REDACTED] Testing shall be conducted IAW approved test plans. (3, 5, 7, 9)

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**5.6 Early User Test (EUT)**

The contractor shall support the government in the conduct of a JLENS EUT using government test plans and procedures. The contractor shall be responsible for the delivery of test articles (hardware and software) in the approved configuration and the integration/checkout of the system at the government designated test sites. EUT readiness shall be determined by the government after completion of an EUT TRR. The contractor shall assist the government with collection, reduction, analysis, and reporting of EUT test data. The EUT maybe conducted concurrently with the system demonstration. (5, 7, 9, 11)

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## **6.0 SPECIALTY ENGINEERING**

### **6.1 Logistics**

The contractor shall provide for total contractor logistics support. The contractor shall develop and document a logistics support program for the JLENS system using DoDI 5000.2, AR 700-127, and MIL-PRF-49506, as guides. The contractor shall implement integrated logistics support IAW the contract Attachment A7 entitled, "Integrated Logistics Support Approach". (3, 5, 7, 9, 11)

#### **6.1.1 Integrated Support Plan**

The logistics support program shall be documented in an integrated support plan (ISP) that delineates the contractor's logistics support concepts, plans, and procedures for the JLENS system. (CDRL A018, B006) The ISP shall include provisions for MANPRINT, maintenance, supply support, equipment, and training planning. (3, 5, 7, 9, 11)

#### **6.1.2 Training**

The contractor shall develop, maintain, and submit a training plan as part of the ISP. The contractor shall develop and conduct a training program for government and contractor personnel that provide for proper operation and maintenance of the JLENS system. (3, 5, 7, 9, 11)

### **6.2 Product Assurance**

The contractor shall implement a quality system that meets the requirements of the applicable ISO 9000 series. The quality system procedures, planning, and all other documentation and data which comprise the quality system shall be documented by the contractor and made available for government review at contractor facilities. The contractor shall implement product Assurance (PA) IAW the contract Attachment A8 entitled, "Product Assurance Approach". (3, 5, 7, 9, 11)

### **6.3 Environmental Management**

The contractor shall comply with all applicable federal, state, and local laws, regulations, and guidelines. The contractor shall notify the contracting officer immediately upon failure to comply with any regulatory requirements. (CDRL A019, B007) (3, 5, 7, 9, 11)

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**6.4 Configuration Management**

The contractor shall implement and maintain configuration management control of all hardware, software, and interface control documentation using internal contractor procedures. The contractor shall develop and maintain a listing and status of all configuration management documentation. The contractor shall implement Configuration management IAW the contract Attachment A9, entitled, "Configuration Management Approach". (3, 5, 7, 9, 11)

**7.0 OPERATIONS SECURITY**

The contractor shall update, provide, and implement the OPSEC Plan. (CDRL A020, B008). The contractor shall update the OPSEC Plan IAW specific instructions of the Contracting Officer/Contracting Officer Representative for Security and the USASSDC Industrial OPSEC Guide, September 1991. The contractor shall adhere to the approved OPSEC Plan and the security requirements of the DD Form 254 of this contract. (3, 5, 7, 9, 11)

**8.0 OPERATIONS AND SUSTAINMENT**

The contractor shall operate and provide total contractor logistic support of the JLENS system for a period of [REDACTED]. The contractor shall be responsible for all aspects of operating, maintaining, repairing, and supporting the JLENS system. This includes but is not limited to personnel, consumable and repairable materials, petroleum, oil, and lubricants, helium, maintenance, overhaul and rework, total contractor logistics support, facilities, transportation, and training. The contractor shall support government post fielding evaluation of the JLENS. The contractor shall implement software upgrades. The contractor shall implement these requirements in accordance with Attachment A10 entitled, "Operations and Sustainment Approach." The contractor shall report operations and sustainment activities. (CDRL B001) (11)

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 Sec 130 (a)(b)

GFE/S	As of 4 Oct 1999	Qty	CLIN	Date Required	Acq. Cost K\$
[REDACTED]	[REDACTED]	1	3	1QFY00	[REDACTED]
[REDACTED]	[REDACTED]	1	3	4QFY04 thru 2Q-FY05	[REDACTED]
[REDACTED]	[REDACTED]	1	3	2QFY03 thru 3QFY05	[REDACTED]
[REDACTED]	[REDACTED]	1	3	1QFY03 thru 3QFY05	[REDACTED]
[REDACTED]	[REDACTED]	2	5	4QFY01	[REDACTED]
[REDACTED]	[REDACTED]	1	5	3QFY03	[REDACTED]
[REDACTED]	[REDACTED]	1	5	2QFY00	[REDACTED]
[REDACTED]	[REDACTED]	1	5	3&4QFY03	[REDACTED]
[REDACTED]	[REDACTED]	1	7	3QFY03	[REDACTED]
[REDACTED]	[REDACTED]	1	7	3QFY04	[REDACTED]
[REDACTED]	[REDACTED]	1	7	2QFY02	[REDACTED]
[REDACTED]	[REDACTED]	1	7	3&4QFY03	[REDACTED]
[REDACTED]	[REDACTED]	1	7	3QFY02 thru 3QFY04	[REDACTED]
[REDACTED]	[REDACTED]	1	7	2QFY02 thru 3QFY05	[REDACTED]
[REDACTED]	[REDACTED]	1	9	2QFY02	[REDACTED]
[REDACTED]	[REDACTED]	1	9	3QFY00 thru 4QFY05	[REDACTED]
[REDACTED]	[REDACTED]	1	9	2QFY00 thru 4QFY05	[REDACTED]
[REDACTED]	[REDACTED]	1	9	2Q-FY00 through 4Q-FY05	[REDACTED]
[REDACTED]	[REDACTED]	4	All	on hand	[REDACTED]
[REDACTED]	[REDACTED]	5	All	on hand	[REDACTED]
[REDACTED]	[REDACTED]	5	All	on hand	[REDACTED]
[REDACTED]	[REDACTED]	5	All	on hand	[REDACTED]
[REDACTED]	[REDACTED]	7	All	on hand	[REDACTED]
[REDACTED]	[REDACTED]	2	All	on hand	[REDACTED]
[REDACTED]	[REDACTED]	2	All	on hand	[REDACTED]
[REDACTED]	[REDACTED]	2	All	on hand	[REDACTED]
[REDACTED]	[REDACTED]	4	All	on hand	[REDACTED]

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GFE/S		As of 4 Oct 1999	Qty	CLIN	Date Required	Acq. Cost K\$
(b)(3)	[REDACTED]		1	3	1QFY00	[REDACTED]
(A)			2	All	on hand	[REDACTED]
(i)&Title			4	All	on hand	[REDACTED]
10 Sec			4	All	on hand	[REDACTED]
130 (a)			2	All	on hand	[REDACTED]
(b)			2	All	on hand	[REDACTED]
(b)(3)			4	All	on hand	[REDACTED]
(A)		4	All	on hand	[REDACTED]	
(i)&Title		4	All	on hand	[REDACTED]	
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12 Oct 99

6.

**RIGHTS IN TECHNICAL DATA AND COMPUTER SOFTWARE  
 (pursuant to DFARS 252.227-7013 and 252.227-7014 AND 252.227-7017) Additional Identification and Assertion of Use, Release, or Disclosure of Restrictions**

In accordance with the requirements of DFARS 252.227-7013 Rights in Technical Data-Non-Commercial Items, 252.227-7014 Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation and 252.227-7017 Identification and Assertion of Use, Release, or Disclosure of Restrictions, Raytheon Company hereby provides notification that the noted team members developed the following non classified items at private expense and will be delivered to the Government with limited rights for technical data and restricted rights for computer software.

Raytheon Company asserts for itself, or the persons identified below, that the Government's rights to use, release, or disclose the following technical data should be restricted:

*Note: The Bold faced item listed last is the additional entry.*

Basis for Assertion	Asserted Rights Category	Entity
Developed at private expense	Limited Rights	Raytheon Company
Developed at private expense	Limited Rights	Raytheon Company, [REDACTED]
Developed at private expense	Limited Rights	Raytheon Company,
Developed at private expense	Limited Rights	Raytheon Company, [REDACTED]
Developed at private expense	Limited Rights	Raytheon Company
Developed at private expense	Limited Rights	Raytheon Company

(b)(3)(A)  
 (i)&Title  
 10 Sec 130  
 (a)(b)

(b)(3)(A)  
 (i)&Title  
 10 Sec  
 130 (a)(b)

(b)(3)(A)  
 (i)&Title  
 10 Sec  
 130 (a)(b)

000411



2. AMENDMENT/MODIFICATION NO. P00035	3. EFFECTIVE DATE 28-Oct-1999	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
ED BY SPACE AND MISSILE DEFENSE COMMAND PO BOX 1500 (b)(6) HUNTSVILLE, AL 35807-3801		7. ADMINISTERED BY (If other than item 6) DEFENSE LOGISTICS AGENCY P.O. BOX 928 HANOVER, MD 21076	

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)  Raytheon Company 180 Hartwell Road Bedford, MA 01730-0000	CODE	FACILITY CODE	9A. AMENDMENT OF SOLICITATION NO.
			9B. DATED (SEE ITEM 11)
			X 10A. MOD. OF CONTRACT/ORDER NO. DASG60-98-C-0001
			X 10B. DATED (SEE ITEM 13) 30-Jan-1998

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of \_\_\_\_\_ is extended,  is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:  
 (a) By completing Items 8 and 13, and returning \_\_\_\_\_ copies of the document; (b) By acknowledging receipt of this amendment on each copy of the offer or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

A THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

X D. OTHER (Specify type of modification and authority)  
Unilateral: Contract Clause No. 71, "Limitation of Funds"

E. IMPORTANT: Contractor  is not,  is required to sign this document and return \_\_\_\_\_ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
 Cage Code: 04164  
 TIN: 041760395  
 Order No.: EROD730200-03  
 See Page 2

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

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) (b)(6)
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED
Signature of person authorized to sign	28 Oct 99

000413

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
DASG60-98-C-0001-P00035

PAGE  
2 OF 3

NAME OF OFFEROR OR CONTRACTOR  
RAYTHEON COMPANY

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

Whereas, pursuant to the contract clause, "Limitation of Funds," the government elects to add an increment of funds to CLINs 0003 and 0004 of the contract, and

NOW, THEREFORE, the contract is modified as follows:

1. Paragraph G-5. ACCOUNTING AND APPROPRIATION DATA, is modified to add the following:

CLINs 0003 and 0004:

ACRN: AG  
ACCT CLASS: 2102040 36 9618 P172419E55 2581 ER0D730200 S01021 ER0D730200 /0HHJLE/H  
ORDER NO.: ER0D730200-03 FUNDED AMT: \$1,000,000 Modification P00035

2. Paragraph G-6. IMPLEMENTAATION OF AND EXPLANATION OF THE RELATIONSHIP OF THE LIMITATION OF FUNDS (LOF) CLAUSE TO FEE OBLIGATIONS, is modified as follows:

CLINs 0003 and 0004:

	PRIOR	THIS MODIFICATION	CUMULATIVE AMOUNT
(1) Amount Required for Full Funding, Including Fee(s):	\$145,166,476	- 0 -	\$145,166,476
(2) Amount Allotted under the LOF Clause for Payment of Target Costs:			(b)(4)
(3) Amount Separately Obligated for Payment of Target Fee:			(b)(4)
(4) Total Amount Allotted and Obligated:	\$ 31,431,222	\$1,000,000	\$ 32,431,222
(5) Net Amount Required for Full Funding:	\$113,735,254	(\$1,000,000)	\$112,735,254
(6) Estimated Period of Performance the Allotted Amount will cover:		12 Nov 99	

000414

<b>CONTINUATION SHEET</b>	REFERENCE NO. OF DOCUMENT BEING CONTINUED	PAGE
	DASG60-98-C-0001-P00035	3 OF 3

NAME OF OFFEROR OR CONTRACTOR  
RAYTHEON COMPANY

3. The following page substitutions are hereby incorporated into the contract:

DELETE	ADD
Page 13A, Modification P00033	Page 13A, Modification P00035
Page 14, Modification P00034	Page 14, Modification P00035
Page 21, Modification P00034	Page 21, Modification P00035

ACRN: AC  
ACCT CLASS: 2182040 36 9618 P172419E55 2581 ER8D730500 S01021  
ER8D730500/8HHJLE/H  
ORDER NO/PRON: ER8D730500-01 FUNDED AMT: \$10,517,997 (BASIC)  
ER8D730500-02 FUNDED AMT: \$ 7,510,846 (P00002)  
ER8D730500-03 FUNDED AMT: \$ 1,407,652 (P00006)  
ER8D730500-04 FUNDED AMT: (\$ 1,329,658)(P00007)  
ER8D730500-05 FUNDED AMT: (\$ 842,017)(P00008)  
ER8D730500-06 FUNDED AMT: (\$ 1,200,000)(P00012)  
ER8D730500-08 FUNDED AMT: \$ 19,764 (P00014)  
ER8D730500-10 FUNDED AMT: (\$ 30,000)(P00015)  
ER8D730500-11 FUNDED AMT: \$ 525,000 (P00020)  
ER8D730500-12 FUNDED AMT: \$ 9,503 (P00024)  
ER8D730500-14 FUNDED AMT: \$ 236,500 (P00025)  
ER8D730500-15 FUNDED AMT: \$ 1,000,000 (P00026)  
ER8D730500-16 FUNDED AMT: \$ 7,400 (P00030)

ACRN: AE  
ACCT CLASS: 2192040 36 9618 P172419E55 2581 ER9D730100 S01021  
ER9D730100/9HHJLE/H  
ORDER NO/PRON: ER9D730100-01 FUNDED AMT: \$3,243,000 (P00021)  
ER9D730100-02 FUNDED AMT: \$5,257,000 (P00024)  
ER9D730100-03 FUNDED AMT: (\$1,000,000)(P00026)

ACRN: AF  
ACCT CLASS: 9790400.2501 36-6011 P407500.00000 2552 ER9D740100  
S01021 ER9D740100/9HHJL6/H  
ORDER NO/PRON: ER9D740100-01 FUNDED AMT: \$4,300,000 (P00027)  
ER9D740100-02 FUNDED AMT (\$1,000,000)(P00032)

ACRN: AG  
ACCT CLASS: 2102040 36 9618 P172419E55 2581 ER0D730200 S01021  
ER0D730200/0HHJLE/H  
ORDER NO/PRON: ER0D730200-01 FUNDED AMT: \$500,000 (P00033)  
ER0D730200-03 FUNDED AMT: \$1,000,000 (P00035)

000416

G-6. IMPLEMENTATION OF AND EXPLANATION OF THE RELATIONSHIP OF THE LIMITATION OF FUNDS (LOF) CLAUSE TO FEE OBLIGATIONS: The amount of funds estimated to be required for full performance, including fee(s); the amount of funds allotted pursuant to the Contract Clause hereof entitled, Limitations of Funds; the amount of funds currently obligated for fee; and the estimated period of performance covered by the funds allotted are set forth below. Amounts obligated for fee are separate from and are not to be commingled with the amounts allotted for costs and are not available to the contractor to cover costs in excess of those allotted to the contract for cost.

a. CLINs 0001 and 0002:

(1) Amount Required for Full Funding:	\$ 437,946	
(2) Amount Allotted Under the LOF Clause for Payment of Costs:	[REDACTED]	(b)(4)
(3) Total Amount Allotted and Obligated:	\$ 440,100	
(4) Net Amount Required for Full Funding:	(\$ 2,154)	
(5) Estimated Period of Performance the Allotted Amount Will Cover:	30 Sep 99	

b. CLINs 0003 and 0004:

(1) Amount Required for Full Funding, Including Fee(s):	\$145,166,476	
(2) Amount Allotted Under the LOF Clause for Payment of Target Costs:	[REDACTED]	(b)(4)
(3) Amount Separately Obligated for Payment of Target Fee:	[REDACTED]	
(4) Total Amount Allotted and Obligated:	\$ 32,431,222	
(5) Net Amount Required for Full Funding:	\$112,735,254	
(6) Estimated Period of Performance the Allotted Amount Will Cover:	12 Nov 99	

c. CLINs 0005 and 0006:

SUBCLIN 0005AA

(1) Amount Required for Full Funding, Including Fee(s):	\$164,011,800*
(2) Amount Allotted Under the LOF Clause for Payment of Costs:	\$ -0-
(3) Amount Separately Obligated for Payment of Target Fee:	\$ -0-
(4) Total Amount Allotted and Obligated:	\$ -0-
(5) Net Amount Required for Full Funding:	\$164,011,800*
(6) Estimated Period of Performance the Allotted Amount Will Cover:	

\*NOT-TO-EXCEED (NTE)

000417

H-8. GOVERNMENT-FURNISHED FUELS PROVIDED

Fuels as identified below will be provided through [redacted] in accordance with the clause of this contract entitled Government Property (Cost-Reimbursement, Time and Material, or Labor-Hour Contracts). From time to time the contractor may order with the supplier for partial deliveries of fuel. To assist the Contracting Officer in maintaining accountability of total orders, the contractor shall notify the Contracting Officer when fuels ordered exceed 85 percent of the amount specified below. This is requested for each fuels type listed. The contractor will be financially responsible for orders for fuels in excess of the amount stipulated below:

(b)(3)(A)  
(i)&Title  
10 Sec  
130 (a)(b)

NOMENCLATURE	NATIONAL STOCK NO. (NSN)	UNIT OF ISSUE	QUANTITY AUTHORIZED AS GFP
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H-9. DESIGN SENSITIVITY TO COST (COST AS AN INDEPENDENT VARIABLE): The contractor may propose changes to the proposed design conforming to cost as an independent variable (CAIV). Those changes which do not alter the Aerostat Performance Specification (APS) may be implemented by the contractor 10 working days after notice of intent specifying the changes is provided to the government. Changes which alter the APS by reducing the requirements may only be undertaken without an equitable reduction in the estimated cost and schedule of the contract if the contractor demonstrates 1) a comparable gain in other performance requirements, 2) such changes are acceptable to the government, and 3) the change does not alter the overall estimated cost of the program. In no event, however, shall the contractor propose to reduce or alter the requirements of paragraph A.2 of Appendix A of the APS.

H-10. INCREMENTAL FUNDING OF THE CONTRACT:

a. It is expected that allotments within each fiscal year will be made on an incremental basis in accordance with the LIMITATION OF FUNDS clause.

b. Pursuant to the Limitation of Funds clause, the sum of \$440,100 is presently allotted to CLIN 0001 and available for payment to cover the work to be performed hereunder until 30 Sep 99. The amount of [redacted] obligated for Potential Fee for a total amount of [redacted] for CLIN 0001.

(b)(4)

c. Pursuant to the LIMITATION OF FUNDS clause, the sum of \$29,779,256 is presently allotted to CLIN 0003 and available for payment to cover the work to be performed hereunder until 12 Nov 99. The amount of [redacted] obligated for Potential Fee (if applicable), for a total amount of [redacted] for CLIN 0003. It is anticipated that funds will be allotted and obligated (combined amounts for Cost and Potential Fee) as follows:

(b)(4)

	PLANNED DATE OF FUNDING	AMOUNT	CUMULATIVE
		(In Millions)	
CLIN 0001	Current Obligations (Jun 99)		\$440,100

000418

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

CONTRACT ID CODE ✓ PAGE OF PAGES  
1 3

2. AMENDMENT/MODIFICATION NO P00036	3. EFFECTIVE DATE 8-Nov-1999	4. REQUISITION/PURCHASE REQ. NO	5. PROJECT NO.(If applicable)
6. ADMINISTERED BY (If other than item 6) SPACE AND MISSILE DEFENSE COMMAND PO BOX 1500 HUNTSVILLE, AL 35807-3801	CODE W31RPD	7 ADMINISTERED BY (If other than item 6) DEFENSE LOGISTICS AGENCY P.O. BOX 928 HANOVER, MD 21076	CODE

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)  RAYTHEON COMPANY 180 HARTWELL ROAD  BEDFORD, MA 01730-0000  CODE 04164 FACILITY CODE	9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED (SEE ITEM 11)
	X 10A. MOD. OF CONTRACT/ORDER NO DASG60-98-C-0001
	X 10B. DATED (SEE ITEM 13) 30-Jan-1998

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of  is extended,  is not extended.  
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:  
(a) By completing items 8 and 15, and returning \_\_\_\_\_ copies of the document; (b) By acknowledging receipt of this amendment on each copy of the offer or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

**12. ACCOUNTING AND APPROPRIATION DATA (If required)**

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS.  
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.  
THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).  
THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:  
D. OTHER (Specify type of modification and authority)  
Unilateral: Contract Clause No. 71, "Limitation of Funds"

E. IMPORTANT: Contractor  is not,  is required to sign this document and return \_\_\_\_\_ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
Cage Code: 04164  
TIN: 041760395  
Order No.: ER00730200-04  
See Page 2

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

15A. NAME AND TITLE OF SIGNER (Type or print)	16. [Redacted]
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED
Signature of person authorized to sign	16C. DATE SIGNED 8 Nov 99

RECEPTION TO SF 30 30-105.0 RD FORM 10 (Rev 10-83) Prescribed by GSA FAR (48 CFR) 53.243

000419

**CONTINUATION SHEET**REFERENCE NO. OF DOCUMENT BEING CONTINUED  
DASG60-98-C-0001-P00036PAGE  
2 OF 3NAME OF OFFEROR OR CONTRACTOR  
H&R COMPANY

## SECTION SF 30 BLOCK 14 CONTINUATION PAGE

Whereas, pursuant to the contract clause, "Limitation of Funds," the government elects to add an increment of funds to CLINs 0003 and 0004 of the contract, and

Whereas, pursuant to FAR 43.103(B), the government elects to add the cumulative amount for each ACRN in Section G-5. ACCOUNTING AND APPROPRIATION DATA, and

NOW, THEREFORE, the contract is modified as follows:

CLINs 0003 and 0004:

ACRN: AG  
ACCT CLASS: 2102040 36 9618 P172419E55 2581 ER0D730200 S01021 ER0D730200/0HHJLE/H  
ORDER NO.: ER0D730200-04 Funded Amt: \$1,500,000 Modification P00036

2. Paragraph G-6. IMPLEMENTATION OF AND EXPLANATION OF THE RELATIONSHIP OF THE LIMITATION OF FUNDS (LOF) CLAUSE TO FEE OBLIGATIONS, is modified as follows:

CLINs 0003 and 0004:

	PRIOR	THIS MODIFICATION	CUMULATIVE AMOUNT
(1) Amount Required for Full Funding, Including Fee(s):	\$145,166,476	- 0 -	\$145,166,476
(2) Amount Allotted under the LOF Clause for Payment of Target Costs:			(b)(4)
(3) Amount Separately Obligated for Payment of Target Fee:			(b)(4)
(4) Total Amount Allotted and Obligated:	\$ 32,431,222	\$1,500,000	\$ 33,931,222
(5) Net Amount Required for Full Funding:	\$112,735,254	(\$1,500,000)	\$111,235,254
(6) Estimated Period of Performance the Allotted Amount will cover:		29 Nov 99	

000420

<b>CONTINUATION SHEET</b>	REFERENCE NO. OF DOCUMENT BEING CONTINUED DASG60-98-C-0001-P00036	PAGE 3 OF 3
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NAME OF OFFEROR OR CONTRACTOR  
H&R COMPANY

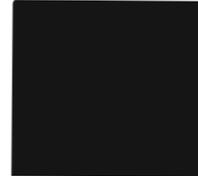
3. The following page substitutions are hereby incorporated into the contract:

DELETE	ADD
Page 13, Modification P00027	Page 13, Modification P00036
Page 13A, Modification P00035	Page 13A, Modification P00036
Page 14, Modification P00035	Page 14, Modification P00036
Page 21, Modification P00035	Page 21, Modification P00036

G-3. CONTRACTING ACTIVITY REPRESENTATIVE:

Contract Matters

NAME:  
ORGANIZATIONAL CODE:  
TELEPHONE NUMBERS:  
COMMERCIAL:  
DEFENSE SWITCHED NETWORK (DSN):



(b)(6)

G-4. IDENTIFICATION OF CORRESPONDENCE: All correspondence and data submitted by the contractor under this contract shall reference the contract number.

G-5. ACCOUNTING AND APPROPRIATION DATA:

CLIN 0001

ACRN:	AA
CUMULATIVE AMOUNT:	\$440,100
ACCT CLASS:	2182040 36 9618 P172419E55 2581 ER8D730400 S01021 ER8D730400/8HHJLE/H
ORDER NO/PRON:	ER8D730400-01 FUNDED AMT: \$482,003 (BASIC) ER8D730400-02 FUNDED AMT: \$157,983 (P00002) ER8D730400-03 FUNDED AMT: \$842,017 (P00009) ER8D730400-04 FUNDED AMT: (\$500,000)(P00011) ER8D730400-05 FUNDED AMT: (\$525,000)(P00019) ER8D730400-06 FUNDED AMT: (\$ 9,503)(P00024) ER8D730400-07 FUNDED AMT: (\$ 7,400)(P00027)

ACRN:	AD
CUMULATIVE AMOUNT:	\$0
ACCT CLASS:	2172040 36 9618 P172419E55 2587 ER7D730800 S01021 ER7D730800/7HHAER/H
ORDER NO/PRON:	ER7D730800-01 FUNDED AMT: \$842,017 (P00001) ER7D730800-02 FUNDED AMT: (\$842,017)(P00008)

CLIN 0003

ACRN:	AB
CUMULATIVE AMOUNT:	\$2,298,235
ACCT CLASS:	2172040 36 9618 P172419E55 2587 ER7D730700 S01021 ER7D730700/7HHAER/H
ORDER NO/PRON:	ER7D730700-01 FUNDED AMT: \$928,000 (BASIC) ER7D730700-02 FUNDED AMT: \$118,467 (P00001) ER7D730700-03 FUNDED AMT: \$214,519 (P00001) ER7D730700-04 FUNDED AMT: \$180,000 (P00003) ER7D730700-05 FUNDED AMT: \$ 20,437 (P00005) ER7D730700-06 FUNDED AMT: \$ 11,263 (P00008) ER7D730700-07 FUNDED AMT: \$842,017 (P00009) ER7D730700-08 FUNDED AMT: (\$ 19,764)(P00014) ER7D730700-09 FUNDED AMT: \$ 3,296 (P00018)

000422

ACRN: AC  
CUMULATIVE AMOUNT: \$17,832,987  
ACCT CLASS: 2182040 36 9618 P172419E55 2581 ER8D730500 S01021  
ER8D730500/8HHJLE/H  
ORDER NO/PRON: ER8D730500-01 FUNDED AMT: \$10,517,997 (BASIC)  
ER8D730500-02 FUNDED AMT: \$ 7,510,846 (P00002)  
ER8D730500-03 FUNDED AMT: \$ 1,407,652 (P00006)  
ER8D730500-04 FUNDED AMT: (\$ 1,329,658)(P00007)  
ER8D730500-05 FUNDED AMT: (\$ 842,017)(P00008)  
ER8D730500-06 FUNDED AMT: (\$ 1,200,000)(P00012)  
ER8D730500-08 FUNDED AMT: \$ 19,764 (P00014)  
ER8D730500-10 FUNDED AMT: (\$ 30,000)(P00015)  
ER8D730500-11 FUNDED AMT: \$ 525,000 (P00020)  
ER8D730500-12 FUNDED AMT: \$ 9,503 (P00024)  
ER8D730500-14 FUNDED AMT: \$ 236,500 (P00025)  
ER8D730500-15 FUNDED AMT: \$ 1,000,000 (P00026)  
ER8D730500-16 FUNDED AMT: \$ 7,400 (P00030)

ACRN: AE  
CUMULATIVE AMOUNT: \$7,500,000  
ACCT CLASS: 2192040 36 9618 P172419E55 2581 ER9D730100 S01021  
ER9D730100/9HHJLE/H  
ORDER NO/PRON: ER9D730100-01 FUNDED AMT: \$3,243,000 (P00021)  
ER9D730100-02 FUNDED AMT: \$5,257,000 (P00024)  
ER9D730100-03 FUNDED AMT: (\$1,000,000)(P00026)

ACRN: AF  
CUMULATIVE AMOUNT: \$3,300,000  
ACCT CLASS: 9790400.2501 36-6011 P407500.00000 2552 ER9D740100  
S01021 ER9D740100/9HHJL6/H  
ORDER NO/PRON: ER9D740100-01 FUNDED AMT: \$4,300,000 (P00027)  
ER9D740100-02 FUNDED AMT (\$1,000,000)(P00032)

ACRN: AG  
CUMULATIVE AMOUNT: \$3,000,000  
ACCT CLASS: 2102040 36 9618 P172419E55 2581 ER0D730200 S01021  
ER0D730200/0HHJLE/H  
ORDER NO/PRON: ER0D730200-01 FUNDED AMT: \$500,000 (P00033)  
ER0D730200-03 FUNDED AMT: \$1,000,000 (P00035)  
ER0D730200-04 FUNDED AMT: \$1,500,000 (P00036)

000423

G-6. IMPLEMENTATION OF AND EXPLANATION OF THE RELATIONSHIP OF THE LIMITATION OF FUNDS (LOF) CLAUSE TO FEE OBLIGATIONS: The amount of funds estimated to be required for full performance, including fee(s); the amount of funds allotted pursuant to the Contract Clause hereof entitled, Limitations of Funds; the amount of funds currently obligated for fee; and the estimated period of performance covered by the funds allotted are set forth below. Amounts obligated for fee are separate from and are not to be commingled with the amounts allotted for costs and are not available to the contractor to cover costs in excess of those allotted to the contract for cost.

a. CLINs 0001 and 0002:

- (1) Amount Required for Full Funding: \$ 437,946
- (2) Amount Allotted Under the LOF Clause for Payment of Costs: [REDACTED]
- (3) Total Amount Allotted and Obligated: \$ 440,100
- (4) Net Amount Required for Full Funding: (\$ 2,154)
- (5) Estimated Period of Performance the Allotted Amount Will Cover: 30 Sep 99

(b)(4)

b. CLINs 0003 and 0004:

- (1) Amount Required for Full Funding, Including Fee(s): \$145,166,476
- (2) Amount Allotted Under the LOF Clause for Payment of Target Costs: [REDACTED]
- (3) Amount Separately Obligated for Payment of Target Fee: [REDACTED]
- (4) Total Amount Allotted and Obligated: \$ 33,931,222
- (5) Net Amount Required for Full Funding: \$111,235,254
- (6) Estimated Period of Performance the Allotted Amount Will Cover: 29 Nov 99

(b)(4)

c. CLINs 0005 and 0006:

SUBCLIN 0005AA

- (1) Amount Required for Full Funding, Including Fee(s): \$164,011,800\*
- (2) Amount Allotted Under the LOF Clause for Payment of Costs: \$ -0-
- (3) Amount Separately Obligated for Payment of Target Fee: \$ -0-
- (4) Total Amount Allotted and Obligated: \$ -0-
- (5) Net Amount Required for Full Funding: \$164,011,800\*
- (6) Estimated Period of Performance the Allotted Amount Will Cover:

\*NOT-TO-EXCEED (NTE)

000424

H-8. GOVERNMENT-FURNISHED FUELS PROVIDED

Fuels as identified below will be provided through [redacted] in accordance with the clause of this contract entitled Government Property (Cost-Reimbursement, Time and Material, or Labor-Hour Contracts). From time to time the contractor may order with the supplier for partial deliveries of fuel. To assist the Contracting Officer in maintaining accountability of total orders, the contractor shall notify the Contracting Officer when fuels ordered exceed 85 percent of the amount specified below. This is requested for each fuels type listed. The contractor will be financially responsible for orders for fuels in excess of the amount stipulated below:

(b)(3)(A)  
 (i)&Title  
 10 Sec 130  
 (a)(b)

NOMENCLATURE	NATIONAL STOCK NO. (NSN)	UNIT OF ISSUE	QUANTITY AUTHORIZED AS GFP
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H-9. DESIGN SENSITIVITY TO COST (COST AS AN INDEPENDENT VARIABLE): The contractor may propose changes to the proposed design conforming to cost as an independent variable (CAIV). Those changes which do not alter the Aerostat Performance Specification (APS) may be implemented by the contractor 10 working days after notice of intent specifying the changes is provided to the government. Changes which alter the APS by reducing the requirements may only be undertaken without an equitable reduction in the estimated cost and schedule of the contract if the contractor demonstrates 1) a comparable gain in other performance requirements, 2) such changes are acceptable to the government, and 3) the change does not alter the overall estimated cost of the program. In no event, however, shall the contractor propose to reduce or alter the requirements of paragraph A.2 of Appendix A of the APS.

H-10. INCREMENTAL FUNDING OF THE CONTRACT:

a. It is expected that allotments within each fiscal year will be made on an incremental basis in accordance with the LIMITATION OF FUNDS clause.

b. Pursuant to the Limitation of Funds clause, the sum of \$440,100 is presently allotted to CLIN 0001 and available for payment to cover the work to be performed hereunder until 30 Sep 99. The amount of [redacted] obligated for Potential Fee for a total amount of [redacted] for CLIN 0001.

(b)(4)

c. Pursuant to the LIMITATION OF FUNDS clause, the sum of \$31,156,448 is presently allotted to CLIN 0003 and available for payment to cover the work to be performed hereunder until 29 Nov 99. The amount of [redacted] obligated for Potential Fee (if applicable), for a total amount [redacted] for CLIN 0003. It is anticipated that funds will be allotted and obligated (combined amounts for Cost and Potential Fee) as follows:

(b)(4)

	<u>PLANNED DATE OF FUNDING</u>	<u>AMOUNT</u>	<u>CUMULATIVE</u>
		(In Millions)	
CLIN 0001	Current Obligations (Jun 99)		\$440,100

000425

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1 CONTRACT ID CODE	PAGE OF PAGES	
				V	1   3	
2. AMENDMENT/MODIFICATION NO. 037	1 EFFECTIVE DATE 2-Dec-1999	4 REQUISITION/PURCHASE REQ NO.	5. PROJECT NO (If applicable)			
6. OFFERED BY [REDACTED] AIR DEFENSE COMMAND PO BOX 1500 HUNTSVILLE, AL 35807-3801	CODE W31RPO	7 ADMINISTERED BY (If other than item 6)		CODE		
		Defense Logistics Agency P.O. Box 688 Tyngsboro, MA 01879		(b)(6)		
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)  RAYTHEON COMPANY 180 HARTWELL ROAD  BEDFORD, MA 01730-0000				9A. AMENDMENT OF SOLICITATION NO.		
				9B DATED (SEE ITEM 11)		
				X	10A. MOD. OF CONTRACT/ORDER NO DASG60-98-C-0001	
				X	10B DATED (SEE ITEM 13) 30-Jan-1998	
CODE: 04164	FACILITY CODE					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS						
<input type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of _____ is extended. <input type="checkbox"/> is not extended.						
<p>Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:</p> <p>(a) By completing items 8 and 15, and returning _____ copies of the document; (b) By acknowledging receipt of this amendment on each copy of the offer or (c) By separate letter or telegram which includes a reference to this solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.</p>						
12. ACCOUNTING AND APPROPRIATION DATA (If required)						
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS						
IF MODIFIED THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14						
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.						
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B). THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF _____						
X D. OTHER (Specify type of modification and authority) Unilateral Contract Clause No. 71, "Limitation of Funds"						
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office						
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible) TIN: 041760395 Order No.: EROD730200-05 See Page 2						
Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as appropriate changed, remains unchanged and in full force and effect.						
15A. NAME AND TITLE OF SIGNER (Type or print)				16. _____ (Type or print)		
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED		17. _____ (Type or print)		
(Signature of person authorized to sign)				299 (Rev. 10-93)		

EXCEPTION TO SUB 30  
APPROVED BY OIRM 11-84

30-10964

Prescribed by GSA  
FAR (48 CFR) 53.243

000426

<b>CONTINUATION SHEET</b>	REFERENCE NO. OF DOCUMENT BEING CONTINUED	PAGE
	DASG60-98-C-0001-P00037	2 OF 3

NAME OF OFFEROR OR CONTRACTOR  
 RAYTHEON COMPANY

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

Whereas, pursuant to the contract clause, "Limitation of Funds," the government elects to add an increment of funds to fund CLINs 0003 and 0004 of the contract, and

Whereas, pursuant to FAR 43.103(B), the government elects to amend the accounting classification for ACRN AG as reflected herein, and

NOW, THEREFORE, the contract is modified as follows:

CLINs 0003 and 0004:

ACRN: AG  
 ACCT CLASS: 2102040 36 9618 P172419E55 255Y ER0D730200 S01021 ER0D730200/DHJLE/H  
 ORDER NO.: ER0D730200-05 Funded Amt: \$3,000,000 Modification P00037

2. Paragraph G-6. IMPLEMENTATION OF AND EXPLANATION OF THE RELATIONSHIP OF THE LIMITATION OF FUNDS (LOF) CLAUSE TO FEE OBLIGATIONS, is modified as follows:

CLINs 0003 and 0004:

	PRIOR	THIS MODIFICATION	CUMULATIVE TOTAL
(1) Amount Required for Full Funding, Including Fee(s):	\$145,166,476	- 0 -	\$145,166,476
(2) Amount Allotted under the LOF clause for Payment of Target Costs:	[REDACTED]		
(3) Amount Separately Obligated for Payment of Target Fee:	[REDACTED]		
(4) Total Amount Allotted and Obligated:	\$ 33,931,222	\$3,000,000	\$ 36,931,222
(5) Net Amount Required for full Funding:	\$111,235,254	(\$3,000,000)	\$108,235,254
(6) Estimated Period of Performance the Allotted Amount will cover:		21 Jan 00	

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

000427

<b>CONTINUATION SHEET</b>	REFERENCE NO. OF DOCUMENT BEING CONTINUED DASG60-98-C-0001-P00037	PAGE 3 OF 3
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NAME OF OFFEROR OR CONTRACTOR  
RAYTHEON COMPANY

3. The following page substitutions are hereby incorporated into the contract:

**DELETE**  
Page 13A, Modification P00036  
Page 14, Modification P00036  
Page 21, Modification P00036

**ADD**  
Page 13A, Modification P00037  
Page 14, Modification P00037  
Page 21, Modification P00037

000428

ACRN: AC  
CUMULATIVE AMOUNT: \$17,832,987  
ACCT CLASS: 2182040 36 9618 P172419E55 2581 ER8D730500 S01021  
ER8D730500/8HHJLE/H  
ORDER NO/PRON: ER8D730500-01 FUNDED AMT: \$10,517,997 (BASIC)  
ER8D730500-02 FUNDED AMT: \$ 7,510,846 (P00002)  
ER8D730500-03 FUNDED AMT: \$ 1,407,652 (P00006)  
ER8D730500-04 FUNDED AMT: (\$ 1,329,658)(P00007)  
ER8D730500-05 FUNDED AMT: (\$ 842,017)(P00008)  
ER8D730500-06 FUNDED AMT: (\$ 1,200,000)(P00012)  
ER8D730500-08 FUNDED AMT: \$ 19,764 (P00014)  
ER8D730500-10 FUNDED AMT: (\$ 30,000)(P00015)  
ER8D730500-11 FUNDED AMT: \$ 525,000 (P00020)  
ER8D730500-12 FUNDED AMT: \$ 9,503 (P00024)  
ER8D730500-14 FUNDED AMT: \$ 236,500 (P00025)  
ER8D730500-15 FUNDED AMT: \$ 1,000,000 (P00026)  
ER8D730500-16 FUNDED AMT: \$ 7,400 (P00030)

ACRN: AE  
CUMULATIVE AMOUNT: \$7,500,000  
ACCT CLASS: 2192040 36 9618 P172419E55 2581 ER9D730100 S01021  
ER9D730100/9HHJLE/H  
ORDER NO/PRON: ER9D730100-01 FUNDED AMT: \$3,243,000 (P00021)  
ER9D730100-02 FUNDED AMT: \$5,257,000 (P00024)  
ER9D730100-03 FUNDED AMT: (\$1,000,000)(P00026)

ACRN: AF  
CUMULATIVE AMOUNT: \$3,300,000  
ACCT CLASS: 9790400.2501 36-6011 P407500.00000 2552 ER9D740100  
S01021 ER9D740100/9HHJL6/H  
ORDER NO/PRON: ER9D740100-01 FUNDED AMT: \$4,300,000 (P00027)  
ER9D740100-02 FUNDED AMT (\$1,000,000)(P00032)

ACRN: AG  
CUMULATIVE AMOUNT: \$6,000,000  
ACCT CLASS: 2102040 36 9618 P172419E55 255Y ER0D730200 S01021  
ER0D730200/0HHJLE/H  
ORDER NO/PRON: ER0D730200-01 FUNDED AMT: \$500,000 (P00033)  
ER0D730200-03 FUNDED AMT: \$1,000,000 (P00035)  
ER0D730200-04 FUNDED AMT: \$1,500,000 (P00036)  
ER0D730200-05 FUNDED AMT: \$3,000,000 (P00037)

000429

G-6. IMPLEMENTATION OF AND EXPLANATION OF THE RELATIONSHIP OF THE LIMITATION OF FUNDS (LOF) CLAUSE TO FEE OBLIGATIONS: The amount of funds estimated to be required for full performance, including fee(s); the amount of funds allotted pursuant to the Contract Clause hereof entitled, Limitations of Funds; the amount of funds currently obligated for fee; and the estimated period of performance covered by the funds allotted are set forth below. Amounts obligated for fee are separate from and are not to be commingled with the amounts allotted for costs and are not available to the contractor to cover costs in excess of those allotted to the contract for cost.

a CLINs 0001 and 0002:

- (1) Amount Required for Full Funding: \$ 437,946
- (2) Amount Allotted Under the LOF Clause for Payment of Costs: [REDACTED] (b)(4)
- (3) Total Amount Allotted and Obligated: \$ 440,100
- (4) Net Amount Required for Full Funding: (\$ 2,154)
- (5) Estimated Period of Performance the Allotted Amount Will Cover: 30 Sep 99

b CLINs 0003 and 0004:

- (1) Amount Required for Full Funding, Including Fee(s): \$145,166,476
- (2) Amount Allotted Under the LOF Clause for Payment of Target Costs: [REDACTED] (b)(4)
- (3) Amount Separately Obligated for Payment of Target Fee: [REDACTED]
- (4) Total Amount Allotted and Obligated: \$ 36,931,222
- (5) Net Amount Required for Full Funding: \$108,235,254
- (6) Estimated Period of Performance the Allotted Amount Will Cover: 21 Jan 00

c CLINs 0005 and 0006:

SUBCLIN 0005AA

- (1) Amount Required for Full Funding, Including Fee(s): \$164,011,800\*
- (2) Amount Allotted Under the LOF Clause for Payment of Costs: \$ -0-
- (3) Amount Separately Obligated for Payment of Target Fee: \$ -0-
- (4) Total Amount Allotted and Obligated: \$ -0-
- (5) Net Amount Required for Full Funding: \$164,011,800\*
- (6) Estimated Period of Performance the Allotted Amount Will Cover:

\*NOT-TO-EXCEED (NTE)

000430

(b)(3)(A)  
(i)&Title 10  
Sec 130 (a)(b)

H-8. GOVERNMENT-FURNISHED FUELS PROVIDED

Fuels as identified below will be provided through [redacted] in accordance with the clause of this contract entitled Government Property (Cost-Reimbursement, Time and Material, or Labor-Hour Contracts). From time to time the contractor may order with the supplier for partial deliveries of fuel. To assist the Contracting Officer in maintaining accountability of total orders, the contractor shall notify the Contracting Officer when fuels ordered exceed 85 percent of the amount specified below. This is requested for each fuels type listed. The contractor will be financially responsible for orders for fuels in excess of the amount stipulated below:

NOMENCLATURE	NATIONAL STOCK NO. (NSN)	UNIT OF ISSUE	QUANTITY AUTHORIZED AS GFP
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H-9. DESIGN SENSITIVITY TO COST (COST AS AN INDEPENDENT VARIABLE): The contractor may propose changes to the proposed design conforming to cost as an independent variable (CAIV). Those changes which do not alter the Aerostat Performance Specification (APS) may be implemented by the contractor 10 working days after notice of intent specifying the changes is provided to the government. Changes which alter the APS by reducing the requirements may only be undertaken without an equitable reduction in the estimated cost and schedule of the contract if the contractor demonstrates 1) a comparable gain in other performance requirements, 2) such changes are acceptable to the government, and 3) the change does not alter the overall estimated cost of the program. In no event, however, shall the contractor propose to reduce or alter the requirements of paragraph A.2 of Appendix A of the APS.

H-10. INCREMENTAL FUNDING OF THE CONTRACT

a. It is expected that allotments within each fiscal year will be made on an incremental basis in accordance with the LIMITATION OF FUNDS clause.

b. Pursuant to the Limitation of Funds clause, the sum of \$440,100 is presently allotted to CLIN 0001 and available for payment to cover the work to be performed hereunder until 30 Sep 99. The amount of [redacted] obligated for Potential Fee for a total amount of [redacted] for CLIN 0001.

(b)(4)

c. Pursuant to the LIMITATION OF FUNDS clause, the sum of \$33,910,833 is presently allotted to CLIN 0003 and available for payment to cover the work to be performed hereunder until 21 Jan 00. The amount of [redacted] obligated for Potential Fee (if applicable), for a total amount of [redacted] for CLIN 0003. It is anticipated that funds will be allotted and obligated (combined amounts for Cost and Potential Fee) as follows.

(b)(4)

	PLANNED DATE OF FUNDING	AMOUNT	CUMULATIVE
		(In Millions)	
CLIN 0001	Current Obligations (Jun 99)		\$440,100

000431

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

V | 1 | 2

AMENDMENT/MODIFICATION NO. 00036	1 EFFECTIVE DATE 09-Dec-1999	4 REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO.(If applicable)
ISSUED BY [REDACTED] [REDACTED] BOX 1600 HUNTSVILLE, AL 35807-3801	CODE W31RPD (b)(6)	7 ADMINISTERED BY (If other than item 6) DEFENSE LOGISTICS AGENCY P.O. BOX 066 TYNCSBORO, MD 01678	CODE S2208A

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)  RAYTHEON COMPANY 160 HARTWELL ROAD  BEDFORD, MA 01730-0000 CODE 04164	FACILITY CODE	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
		X 10A. MOD. OF CONTRACT/ORDER NO. DASG00-88-C-0001
		X 10B. DATED (SEE ITEM 13) 30-Jan-1999

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is suspended as set forth in Item 14. The hour and date specified for receipt of offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as extended by one of the following methods:  
 (a) By completing Items 8 and 13, and returning copies of the document. (b) By acknowledging receipt of this amendment on each copy of the offer or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or provided each telegram or letter contains reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

**12. ACCOUNTING AND APPROPRIATION DATA (If required)**

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14**

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in pricing, office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF FAR 43.103(a) (Specify type of modification and authority)

IMPORTANT: Contractor  is not,  is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible)  
 TRN: 041750365  
 Order No.: EROD730200-05A  
 See Page 2

Except as provided herein, all terms and conditions of the documents referenced in Item 9A or 10A, is heretofore changed, revised, exchanged and in full force and effect.

DATE SIGNED 9 DEC 99 (b)(6)	DATE SIGNED Dec 99 (b)(6)
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EXCEPTION TO SF 30 APPROVED BY OIRM 11-84 30-10 [REDACTED] FAR (48 CFR) 53.243

000432

<b>CONTINUATION SHEET</b>	REFERENCE NO. OF DOCUMENT BEING CONTINUED	PAGE
	DASG60-98-C-0001-P00038	2 OF 2

NAME OF OFFEROR OR CONTRACTOR  
RAYTHEON

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

Whereas, pursuant to FAR 43.103(a), the government elects to incorporate a revised data item into the contract, and

Whereas, the parties hereto agree that this revised data item may be incorporated into the contract without cost or schedule impact, and

Now, Therefore, the contract is modified as follows:

1. SECTION J - LIST OF ATTACHMENTS is modified to delete Contract Data Requirements List (DD form 1423) data item no. 18, dated 12 Oct 99, 1 page, and add Contract Data Requirements List (DD Form 1423) data item no. 18, dated 7 Dec 99, 1 page.

2. The following page substitution is hereby incorporated into the contract:

DELETE	ADD
Page 47, Modification P00034	Page 47, Modification P00038

000433

PART III - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS

<u>TITLE</u>	<u>DATE</u>	<u># OF PAGES</u>
Award/Contract (SF 26) and Continuation Sheets		49
Contract Security Classification Specification (DD Form 254-E) Rev 2	12 Oct 99	6
Contract Data Requirements List (DD Form 1423) Exhibits A, B, and C, with Distribution List & Data Item No. A018	12 Oct 99 07 Dec 99	30 1
Scope of Work SW-JLENS-16-97, "JLENS Demonstration Program " Rev 1	1 Oct 99	12
U.S. Army Strategic Defense Command Ballistic Missile Defense (BMD) Classification Guide, incorporated herein by reference. Upon request, the Contracting Officer will provide	03 Jul 89	132
		(b)(7)(E)
U.S. Army Strategic Defense Command Industrial Operations Security (OPSEC) Guide, incorporated herein by reference. Upon request, the Contracting Officer will provide.	Sep 91	88
Military Standard (MIL-STD) 1806, Marking Technical Data Prepared by or for the Department of Defense, incorporated herein by reference.	1 Feb 90	43
Joint Aerostat Project Management Office Aerostat Development Program Security Classification Guide incorporated by reference and previously furnished.	12 Jun 96	28
		(b)(7)(E)

000434

CONTRACT DATA REQUIREMENTS LIST (1 Data Item)						Form Approved OMB No. 0704-0188	
<small>Public reporting burden for this collection of information is estimated to average 1.5 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to Washington Headquarters Service, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302 and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, D.C. 20503. Please do not return your form to either of these offices. Send completed form to Department of Defense Contracting Officer for this contract/RFI to be used to block C.</small>							
A. CONTRACT LINE ITEM NO. 0004, 0006, 0008, 0010		B. EXHIBIT A	C. CATEGORY: TOP _____ TM _____ OTHER _____				
D. SYSTEM/ITEM LENS		E. CONTRACT/PR NO. DASG00-98-C-0001		F. CONTRACTOR Raytheon			
1. DATA ITEM NO. A018	2. TITLE OF DATA ITEM INTEGRATED SUPPORT PLAN		3. SUBTITLE				
4. AUTHORITY (Name Acquisition Statement No.) OHLSS-80395			5. CONTRACT REFERENCE SOW PARA 6.1.1		6. ACQUIRING OFFICE SMDC-ACJ		
7. DD FORM REQ LT	8. UNIT STATEMENT REQUIRED STATEMENT REQUIRED	10. FREQUENCY BLK 16	12. DATE OF FIRST SUBMISSION BLK 16		14. DISTRIBUTION		
9. APP CODE A		11. AN OP DATE	13. DATE OF RELEASE/PRY SUBMISSION BLK 16		a. ADDRESS	b. COPIES	
					c. DISTR	d. QUANT	e. DATE
16. REMARKS <b>THE CONTRACTOR SHALL SUBMIT PLAN BY 31 MAR 00. SUBSEQUENT SUBMISSION WHEN A MAJOR PROGRAM CHANGE OCCURS. THE INTEGRATED SUPPORT PLAN (ISPI) SHALL INCLUDE:</b>  <b>A. MAINTENANCE PLAN FOR DEMONSTRATION AND OBJECTIVE SYSTEMS. INCLUDE SPECIFIC INFORMATION ON BIT/BITE, FAILURE ANALYSIS/DIAGNOSTICS, ON-LINE DIAGNOSTICS, ON SITE RESOLUTION OF SOFTWARE ANOMALIES, AND RAM CHARACTERISTICS.</b>  <b>B. SUPPLY SUPPORT PLAN FOR DEMONSTRATION AND OBJECTIVE SYSTEMS.</b>  <b>C. EQUIPMENT PLAN FOR DEMONSTRATION AND OBJECTIVE SYSTEMS. INCLUDE SPECIFIC INFORMATION CONCERNING ANTI-TAMPER INITIATIVES AND COTS AND GOTS EQUIPMENT. INCLUDE COST, RANGE AND QUANTITY, AND REQUIRED DELIVERY DATE(S) FOR ALL GOTS REQUIREMENTS.</b>  <b>D. MANPRINT MANAGEMENT PLAN FOR DEMONSTRATION AND OBJECTIVE SYSTEMS. INCLUDE SPECIFIC INFORMATION CONCERNING THE ANALYSIS AND HANDLING OF MANPRINT ISSUES.</b>  <b>E. TRAINING PLAN FOR DEMONSTRATION AND OBJECTIVE SYSTEMS.</b>  <b>F. DEPLOYMENT PLAN FOR DEMONSTRATION AND OBJECTIVE SYSTEM. INCLUDE SPECIFIC INFORMATION CONCERNING RESOURCES REQUIRED TO DEPLOY DEMONSTRATION SYSTEM IF A CONTINGENCY WOULD REQUIRE SYSTEM DEPLOYMENT.</b>  APPROVAL: G45/C3D  CONTRACTOR FORMAT ACCEPTABLE.  *LETTER OF TRANSMITTAL ONLY					SMDC-ACJ 1 HARD COPY / 1 DISK * SMDC-CM-CN *ACD		
G.	H. DATE 7 Dec 1999	I. APPROVED BY	J. DATE 7 Dec 99				

17. PRICE GROUP
18. ESTIMATED TOTAL PRICE

000435

(b)(6)

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>				1. CONTRACT ID CODE V	PAGE OF PAGES 1   3
2. AMENDMENT/MODIFICATION NO. 039	3. EFFECTIVE DATE 03-Jan-2000	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)		
6. ISSUED BY [REDACTED] DEFENSE COMMAND PO BOX 1500 HUNTSVILLE, AL 35807-3801	CODE W31RPD	7. ADMINISTERED BY (If other than item 6) DEFENSE LOGISTICS AGENCY P.O. BOX 688 TYNGSBORO, MD 01879		CODE S2206A	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)  RAYTHEON COMPANY 180 HARTWELL ROAD  BEDFORD, MA 01730-0000				9A. AMENDMENT OF SOLICITATION NO.	
CODE: 04164				FACILITY CODE	
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of _____ is extended, <input type="checkbox"/> is not extended.					
<p>Offices must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:</p> <p>(a) By completing Items 8 and 11, and returning _____ copies of the document; (b) by acknowledging receipt of this amendment on each copy of the offer or (c) by separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.</p>					
12. ACCOUNTING AND APPROPRIATION DATA (If required)					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B)					
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:					
X D. OTHER (Specify type of modification and authority) Unilateral: Contract clause No. 71, "Limitation of Funds"					
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  TIN: 041760396 Order No.: EROD730200 08 See Page 2					
<p>Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.</p>					
15A. NAME AND TITLE OF SIGNER (Type or print)		15C. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)			
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED		DATE SIGNED	
(Signature of person authorized to sign)		[REDACTED]		[REDACTED]	

EXCEPTION TO SF 30  
APPROVED BY OIRM 11-84

30-105-074

Prescribed by GSA  
FAR (48 CFR) 53.243

000436

(b)(6)

(b)(6)

30 (Rev. 10-83)

NAME OF OFFEROR OR CONTRACTOR  
**RAYTHEON COMPANY**

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

Whereas, pursuant to the contract clause, "Limitation of Funds," the government elects to add an increment of funds to fund CLINs 0003 and 0004 of the contract, and

Whereas, pursuant to the contractor's request (letter SDD:99:1473, 20 Dec 99) the Remittance Address in Section G-8 is changed as shown on the slipsheet page to the contract.

NOW, THEREFORE, the contract is modified as follows:

1. Paragraph G-5. ACCOUNTING AND APPROPRIATION DATA, is modified to add the following:

CLINs 0003 and 0004:

ACRN: AG  
 ACCT CLASS: 2102040 36 9618 P172419E55 255Y ER0D730200 S01021 ER0D730200/0HHJLE/H  
 ORDER NO.: ER0D730200-06 Funded Amt: \$1,000,000 Modification P00039  
 ER0D730200-07 Funded Amt: (\$1,000,000) Modification P00039  
 ER0D730200-08 Funded Amt: \$6,000,000 Modification P00039

2. Paragraph G-6. IMPLEMENTATION OF AND EXPLANATION OF THE RELATIONSHIP OF THE LIMITATION OF FUNDS (LOF) CLAUSE TO FEE OBLIGATIONS, is modified as follows:

CLINs 0003 and 0004

	PRIOR	THIS MODIFICATION	CUMULATIVE TOTAL
(1) Amount required for Full Funding, Including Fee(s):	\$145,166,476	- 0 -	\$145,166,476
(2) Amount Allotted under the LOF clause for Payment of Target Costs:	[REDACTED]		
(3) Amount Separately Obligated for Payment of Target Fee:	[REDACTED]		
(4) Total Amount Allotted and Obligated:	\$ 36,931,222	\$6,000,000	\$ 42,931,222
(5) Net Amount Required for Full Funding:	\$108,235,254	(\$6,000,000)	\$102,235,254
(6) Estimated Period of Performance the Allotted Amount will cover:	6 Mar 00		

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

000437

<b>CONTINUATION SHEET</b>	REFERENCE NO. OF DOCUMENT BEING CONTINUED DASG60-98-C-0001-P00039	PAGE 3 OF 3
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NAME OF OFFEROR OR CONTRACTOR  
RAYTHEON COMPANY

3. The following page substitutions are hereby incorporated into the contract:

**DELETE**  
Page 13A, Modification P00037  
Page 14, Modification P00037  
Page 21, Modification P00037  
Page 15, Modification P00034

**ADD**  
Page 13A, Modification P00039  
Page 14, Modification P00039  
Page 21, Modification P00039  
Page 15, Modification P00039

000438

ACRN: AC  
 CUMULATIVE AMOUNT: \$17,832,987  
 ACCT CLASS: 2182040 36 9618 P172419E55 2581 ER8D730500 S01021  
 ER8D730500/8HHJLE/H

ORDER NO/PRON:

ER8D730500-01	FUNDED AMT:	\$10,517,997 (BASIC)
ER8D730500-02	FUNDED AMT:	\$ 7,510,846 (P00002)
ER8D730500-03	FUNDED AMT:	\$ 1,407,652 (P00006)
ER8D730500-04	FUNDED AMT:	(\$ 1,329,658)(P00007)
ER8D730500-05	FUNDED AMT:	(\$ 842,017)(P00008)
ER8D730500-06	FUNDED AMT:	(\$ 1,200,000)(P00012)
ER8D730500-08	FUNDED AMT:	\$ 19,764 (P00014)
ER8D730500-10	FUNDED AMT:	(\$ 30,000)(P00015)
ER8D730500-11	FUNDED AMT:	\$ 525,000 (P00020)
ER8D730500-12	FUNDED AMT:	\$ 9,503 (P00024)
ER8D730500-14	FUNDED AMT:	\$ 236,500 (P00025)
ER8D730500-15	FUNDED AMT:	\$ 1,000,000 (P00026)
ER8D730500-16	FUNDED AMT:	\$ 7,400 (P00030)

ACRN: AE  
 CUMULATIVE AMOUNT: \$7,500,000  
 ACCT CLASS: 2192040 36 9618 P172419E55 2581 ER9D730100 S01021  
 ER9D730100/9HHJLE/H

ORDER NO/PRON:

ER9D730100-01	FUNDED AMT:	\$3,243,000 (P00021)
ER9D730100-02	FUNDED AMT:	\$5,257,000 (P00024)
ER9D730100-03	FUNDED AMT:	(\$1,000,000)(P00026)

ACRN: AF  
 CUMULATIVE AMOUNT: \$3,300,000  
 ACCT CLASS: 9790400.2501 36-6011 P407500.00000 2552 ER9D740100  
 S01021 ER9D740100/9HHJL6/H

ORDER NO/PRON:

ER9D740100-01	FUNDED AMT:	\$4,300,000 (P00027)
ER9D740100-02	FUNDED AMT:	(\$1,000,000)(P00032)

ACRN: AG  
 CUMULATIVE AMOUNT: \$12,000,000  
 ACCT CLASS: 2102040 36 9618 P172419E55 255Y ER0D730200 S01021  
 ER0D730200/0HHJLE/H

ORDER NO/PRON:

ER0D730200-01	FUNDED AMT:	\$500,000 (P00033)
ER0D730200-03	FUNDED AMT:	\$1,000,000 (P00035)
ER0D730200-04	FUNDED AMT:	\$1,500,000 (P00036)
ER0D730200-05	FUNDED AMT:	\$3,000,000 (P00037)
ER0D730200-06	FUNDED AMT:	\$1,000,000 (P00039)
ER0D730200-07	FUNDED AMT:	(\$1,000,000)(P00039)
ER0D730200-08	FUNDED AMT:	\$6,000,000 (P00039)

000439

G-6. IMPLEMENTATION OF AND EXPLANATION OF THE RELATIONSHIP OF THE LIMITATION OF FUNDS (LOF) CLAUSE TO FEE OBLIGATIONS: The amount of funds estimated to be required for full performance, including fee(s); the amount of funds allotted pursuant to the Contract Clause hereof entitled, Limitations of Funds; the amount of funds currently obligated for fee; and the estimated period of performance covered by the funds allotted are set forth below. Amounts obligated for fee are separate from and are not to be commingled with the amounts allotted for costs and are not available to the contractor to cover costs in excess of those allotted to the contract for cost.

a. CLINs 0001 and 0002:

- (1) Amount Required for Full Funding: \$ 437,946
- (2) Amount Allotted Under the LOF Clause for Payment of Costs: [REDACTED] (b)(4)
- (3) Total Amount Allotted and Obligated: \$ 440,100
- (4) Net Amount Required for Full Funding: (\$ 2,154)
- (5) Estimated Period of Performance the Allotted Amount Will Cover: 30 Sep 99

b. CLINs 0003 and 0004:

- (1) Amount Required for Full Funding, Including Fee(s): \$145,166,476
- (2) Amount Allotted Under the LOF Clause for Payment of Target Costs: [REDACTED] (b)(4)
- (3) Amount Separately Obligated for Payment of Target Fee: [REDACTED]
- (4) Total Amount Allotted and Obligated: \$ 42,931,222
- (5) Net Amount Required for Full Funding: \$102,235,254
- (6) Estimated Period of Performance the Allotted Amount Will Cover: 6 Mar 00

c. CLINs 0005 and 0006:

SUBCLIN 0005AA

- (1) Amount Required for Full Funding, Including Fee(s): \$164,011,800\*
- (2) Amount Allotted Under the LOF Clause for Payment of Costs: \$ -0-
- (3) Amount Separately Obligated for Payment of Target Fee: \$ -0-
- (4) Total Amount Allotted and Obligated: \$ -0-
- (5) Net Amount Required for Full Funding: \$164,011,800\*
- (6) Estimated Period of Performance the Allotted Amount Will Cover:

\*NOT-TO-EXCEED (NTE)

000440

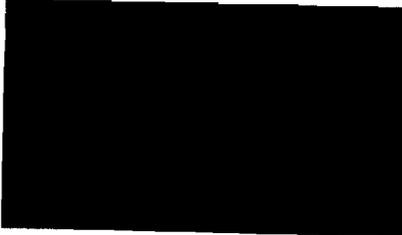
d. CLINs 0011 and 0012:

(1) Amount Required for Full Funding, Including Fee(s):	\$ 41,558,000*
(2) Amount Allotted Under the LOF Clause for Payment of Costs:	\$ _____ -0-
(3) Amount Separately Obligated for Payment of Fee:	\$ _____ -0-
(4) Total Amount Allotted and Obligated:	\$ _____ -0-
(5) Net Amount Required for Full Funding:	\$ 41,558,000*
(6) Estimated Period of Performance the Allotted Amount Will Cover:	

**\*NOT-TO-EXCEED (NTE)**

G-7. PAYMENTS BY ELECTRONIC FUND TRANSFER (EFT) PROCEDURES: Payments shall be made by EFT procedures in accordance with FAR 52.232-33, Mandatory Information for Electronic Funds Transfer Payments. The Contractor shall designate a financial institution for receipt of electronic funds transfer payments and shall submit this designation to the government payment office no later than 14 days before an invoice or contract financing request is submitted.

G-8. Remittance Address:



(b)(4)

000441

H-8 GOVERNMENT FURNISHED FUELS PROVIDED [REDACTED]

[REDACTED] Fuels as identified below will be provided through [REDACTED] in accordance with the clause of this contract entitled Government Property (Cost-Reimbursement, Time and Material, or Labor-Hour Contracts). From time to time the contractor may order with the supplier for partial deliveries of fuel. To assist the Contracting Officer in maintaining accountability of total orders, the contractor shall notify the Contracting Officer when fuels ordered exceed 85 percent of the amount specified below. This is requested for each fuels type listed. The contractor will be financially responsible for orders for fuels in excess of the amount stipulated below:

(b)(3)(A)  
 (i)&Title  
 10 Sec 130  
 (a)(b)

NOMENCLATURE	NATIONAL STOCK NO. (NSN)	UNIT OF ISSUE	QUANTITY AUTHORIZED AS GFP
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H-9. DESIGN SENSITIVITY TO COST (COST AS AN INDEPENDENT VARIABLE): The contractor may propose changes to the proposed design conforming to cost as an independent variable (CAIV). Those changes which do not alter the Aerostat Performance Specification (APS) may be implemented by the contractor 10 working days after notice of intent specifying the changes is provided to the government. Changes which alter the APS by reducing the requirements may only be undertaken without an equitable reduction in the estimated cost and schedule of the contract if the contractor demonstrates 1) a comparable gain in other performance requirements, 2) such changes are acceptable to the government, and 3) the change does not alter the overall estimated cost of the program. In no event, however, shall the contractor propose to reduce or alter the requirements of paragraph A.2 of Appendix A of the APS.

H-10. INCREMENTAL FUNDING OF THE CONTRACT:

a. It is expected that allotments within each fiscal year will be made on an incremental basis in accordance with the LIMITATION OF FUNDS clause.

b. Pursuant to the Limitation of Funds clause, the sum of \$440,100 is presently allotted to CLIN 0001 and available for payment to cover the work to be performed hereunder until 30 Sep 99. The amount of [REDACTED] obligated for Potential Fee for a total amount of [REDACTED] for CLIN 0001.

(b)(4)

c. Pursuant to the LIMITATION OF FUNDS clause, the sum of \$39,419,604 is presently allotted to CLIN 0003 and available for payment to cover the work to be performed hereunder until 6 Mar 00. The amount of [REDACTED] obligated for Potential Fee (if applicable), for a total amount of [REDACTED] for CLIN 0003. It is anticipated that funds will be allotted and obligated (combined amount [REDACTED] and Potential Fee) as follows:

(b)(4)

	PLANNED DATE OF FUNDING	AMOUNT	CUMULATIVE
		(In Millions)	
CLIN 0001	Current Obligations (Jun 99)		\$440,100

000442

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES	
			V	1	3
1. AMENDMENT/MODIFICATION NO. R0000	3. EFFECTIVE DATE 19-Jan-2000	4. REQUESTION/PURCHASE REQ. NO.	5. PROJECT NO. (if applicable)		
6. ISSUED BY AIR ARMY BRACE AND ARMOR DEFENSE COMMAND MUNTSVILLE, AL 36027-3601	CODE VCH RPD	7. ADMINISTERED BY (if other than item 6) DEFENSE LOGISTICS AGENCY P. O. BOX 858 TYNGSBORO, MD 01879		CODE 822098	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) RAYTHEON COMPANY 180 HARTWELL ROAD BEDFORD, MA 01730-0000			9A. AMENDMENT OF SOLICITATION NO.		
CODE 04184			9B. DATED (SEE ITEM 11)		
FACILITY CODE			X 10A. MOD. OF CONTRACT/ORDER NO. DAB00000-C-001		
			X 10B. DATED (SEE ITEM 13) 20-JAN-1999		
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The item and date specified for receipt of offers are unchanged. <input type="checkbox"/> is amended. <input type="checkbox"/> is not amended.					
<p>Offers must acknowledge receipt of this amendment prior to the item and date specified in the solicitation or as amended by one of the following methods:</p> <p>(a) By completing items 9 and 11, and returning _____ copies of this document; (b) By acknowledging receipt of this amendment on each copy of the offer or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE INDICATED FOR THE RECEIPT OF OFFERS PRIOR TO THE ITEM AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If the terms of this amendment are subject to change as offers already submitted, such changes may be made by telegram or provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.</p>					
12. ACCOUNTING AND APPROPRIATION DATA (if required)					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT REFLECTS THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in pricing, effort, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.104(b).					
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Contract Clauses No. 71 and 90					
D. OTHER (Specify type of modification and authority)					
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) TIN: 047 782888 Order No.: ER00782888-00 See Page 2					

(b)(6)

(b)(6)

EXCEPTION TO RF 36  
APPROVED BY OIRM 11-84

W. 101-04

Form 101 by GSA  
FAR (48 CFR) 53.201

000443

<b>CONTINUATION SHEET</b>	REFERENCE NO. OF DOCUMENT BEING CONTINUED	PAGE
	DASGG0-98-C-0001-P00040	2 OF 3

NAME OF OFFEROR OR CONTRACTOR  
RAYTHEON COMPANY

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

Whereas, pursuant to the contract clause, "Limitation of Funds," the government elects to add an increment of funds to fund CLINs 0003 and 0004 of the contract, and

Whereas, pursuant to the contract clause, "Government Furnished Property (Cost Reimbursement, Time-and-Material, or Labor-Hour Contracts (Deviation), the Government Furnished Property List is revised to provide authorization to use government owned facilities accountable under contracts DAAH01-95-E-0001 and DAAH01-97-E-0003 on a non-interference basis, and

Whereas, pursuant to FAR 43.103(a), the Contract Data Requirement List (CDRL) is revised to delete the submission of the Software Development Plan under CLIN 0004, and

NOW, THEREFORE, the contract is modified as follows:

1. Paragraph G-5. ACCOUNTING AND APPROPRIATION DATA, is modified to add the following:

ACRN: AG  
ACCT CLASS: 2102040 36 9618 P172419E55 255Y ER0D730200 S01021 ER0D730200/OHHLE/H  
ORDER NO.: ER0D730200-09 Modification P00040 Funded Amt: \$4,000,000

2. Paragraph G-6. IMPLEMENTATION OF AND EXPLANATION OF THE RELATIONSHIP OF THE LIMITATION OF FUNDS (LOF) CLAUSE TO FEE OBLIGATIONS, is modified as follows:

CLINs 0003 and 0004:

	PRIOR	THIS MODIFICATION	CUMULATIVE TOTAL
(1) Amount Required for Full Funding, Including Fee(s):	\$145,166,476	- 0 -	\$145,166,476
(2) Amount Allotted under the LOF Clause for Payment of Target Costs:			
(3) Amount Separately Obligated for Payment of Target Fee:			
(4) Total Amount Allotted and Obligated:	\$ 42,931,222	\$4,000,000	\$ 46,931,222
(5) Net Amount Required for Full Funding:	\$102,235,254	(\$4,000,000)	\$ 98,235,254

(b)(4)

(b)(4)

000444

<b>CONTINUATION SHEET</b>	REFERENCE NO. OF DOCUMENT BEING CONTINUED	PAGE
	DASG60-98-C-0001-P00040	3 OF 3

NAME OF OFFEROR OR CONTRACTOR  
**RAYTHEON COMPANY**

(6) *Estimated Period of Performance* the Allotted Amount will cover:

31 Aug 00

3. SECTION J – LIST OF ATTACHMENTS is modified as follows.

a. Delete GFE/S, 4 Oct 99, 2 pages and add GFE/S\*, 3 Jan 00, 2 pages.

b. Delete Contract Data Requirements List (DD Form 1423) Exhibits A, B, and C, with Distribution List, 12 Oct 99, 30 pages & Data Item No. A018, 07 Dec 99, 1 page and add Contract Data Requirements List (DD Form 1423) Exhibits A, B, and C, with Distribution List, 12 Oct 99, 29 pages & Data Item No. A018, 07 Dec 99, 1 page and Data Item No. A011, 12 Jan 00, 1 page.

4. The following page substitutions are hereby incorporated into the contract:

DELETE	ADD
Page 13A, Modification P00039	Page 13A, Modification P00040
Page 14, Modification P00039	Page 14, Modification P00040
Page 21, Modification P00039	Page 21, Modification P00040
Page 47, Modification P00038	Page 47, Modification P00040
Page 48, Modification P00034	Page 48, Modification P00040

000445

RAYTHEON COMPANY

MODIFICATION P00040 TO  
CONTRACT DASG60-98-C-0001  
PAGE 13A OF 49 PAGES  
PREVIOUS: MOD P00039

ACRN: AC  
CUMULATIVE AMOUNT: \$17,832,987  
ACCT CLASS: 2182040 36 9618 P172419E55 2581 ER8D730500 S01021  
ER8D730500/8HHJLE/H  
ORDER NO/PRON: ER8D730500-01 FUNDED AMT: \$10,517,997 (BASIC)  
ER8D730500-02 FUNDED AMT: \$ 7,510,846 (P00002)  
ER8D730500-03 FUNDED AMT: \$ 1,407,652 (P00006)  
ER8D730500-04 FUNDED AMT: (\$ 1,329,658)(P00007)  
ER8D730500-05 FUNDED AMT: (\$ 842,017)(P00008)  
ER8D730500-06 FUNDED AMT: (\$ 1,200,000)(P00012)  
ER8D730500-08 FUNDED AMT: \$ 19,764 (P00014)  
ER8D730500-10 FUNDED AMT: (\$ 30,000)(P00015)  
ER8D730500-11 FUNDED AMT: \$ 525,000 (P00020)  
ER8D730500-12 FUNDED AMT: \$ 9,503 (P00024)  
ER8D730500-14 FUNDED AMT: \$ 236,500 (P00025)  
ER8D730500-15 FUNDED AMT: \$ 1,000,000 (P00026)  
ER8D730500-16 FUNDED AMT: \$ 7,400 (P00030)

ACRN: AE  
CUMULATIVE AMOUNT: \$7,500,000  
ACCT CLASS: 2192040 36 9618 P172419E55 2581 ER9D730100 S01021  
ER9D730100/9HHJLE/H  
ORDER NO/PRON: ER9D730100-01 FUNDED AMT: \$3,243,000 (P00021)  
ER9D730100-02 FUNDED AMT: \$5,257,000 (P00024)  
ER9D730100-03 FUNDED AMT: (\$1,000,000)(P00026)

ACRN: AF  
CUMULATIVE AMOUNT: \$3,300,000  
ACCT CLASS: 9790400.2501 36-6011 P407500 00000 2552 ER9D740100  
S01021 ER9D740100/9HHJL6/H  
ORDER NO/PRON: ER9D740100-01 FUNDED AMT: \$4,300,000 (P00027)  
ER9D740100-02 FUNDED AMT: (\$1,000,000)(P00032)

ACRN: AG  
CUMULATIVE AMOUNT: \$16,000,000  
ACCT CLASS: 2102040 36 9618 P172419E55 255Y ER0D730200 S01021  
ER0D730200/0HHJLE/H  
ORDER NO/PRON: ER0D730200-01 FUNDED AMT: \$500,000 (P00033)  
ER0D730200-03 FUNDED AMT: \$1,000,000 (P00035)  
ER0D730200-04 FUNDED AMT: \$1,500,000 (P00036)  
ER0D730200-05 FUNDED AMT: \$3,000,000 (P00037)  
ER0D730200-06 FUNDED AMT: \$1,000,000 (P00039)  
ER0D730200-07 FUNDED AMT: (\$1,000,000)(P00039)  
ER0D730200-08 FUNDED AMT: \$6,000,000 (P00039)  
ER0D730200-09 FUNDED AMT: \$4,000,000 (P00040)

000446

G-6. IMPLEMENTATION OF AND EXPLANATION OF THE RELATIONSHIP OF THE LIMITATION OF FUNDS (LOF) CLAUSE TO FEE OBLIGATIONS: The amount of funds estimated to be required for full performance, including fee(s); the amount of funds allotted pursuant to the Contract Clause hereof entitled, Limitations of Funds; the amount of funds currently obligated for fee; and the estimated period of performance covered by the funds allotted are set forth below. Amounts obligated for fee are separate from and are not to be commingled with the amounts allotted for costs and are not available to the contractor to cover costs in excess of those allotted to the contract for cost.

a. CLINs 0001 and 0002:

- (1) Amount Required for Full Funding: \$ 437,946
- (2) Amount Allotted Under the LOF Clause for Payment of Costs: [REDACTED] (b)(4)
- (3) Total Amount Allotted and Obligated: \$ 440,100
- (4) Net Amount Required for Full Funding: (\$ 2,154)
- (5) Estimated Period of Performance the Allotted Amount Will Cover: 30 Sep 99

b. CLINs 0003 and 0004:

- (1) Amount Required for Full Funding, Including Fee(s): \$145,166,476
- (2) Amount Allotted Under the LOF Clause for Payment of Target Costs: [REDACTED] (b)(4)
- (3) Amount Separately Obligated for Payment of Target Fee: [REDACTED]
- (4) Total Amount Allotted and Obligated: \$ 46,931,222
- (5) Net Amount Required for Full Funding: \$ 98,235,254
- (6) Estimated Period of Performance the Allotted Amount Will Cover: 31 Aug 00

c. CLINs 0005 and 0006:

SUBCLIN 0005AA

- (1) Amount Required for Full Funding, Including Fee(s): \$164,011,800\*
- (2) Amount Allotted Under the LOF Clause for Payment of Costs: \$ -0-
- (3) Amount Separately Obligated for Payment of Target Fee: \$ -0-
- (4) Total Amount Allotted and Obligated: \$ -0-
- (5) Net Amount Required for Full Funding: \$164,011,800\*
- (6) Estimated Period of Performance the Allotted Amount Will Cover:

\*NOT-TO-EXCEED (NTE)

000447

**H-8. GOVERNMENT-FURNISHED FUELS PROVIDED**

Fuels as identified below will be provided through [redacted] in accordance with the clause of this contract entitled *Government Property (Cost-Reimbursement, Time and Material, or Labor-Hour Contracts)*. From time to time the contractor may order with the supplier for partial deliveries of fuel. To assist the Contracting Officer in maintaining accountability of total orders, the contractor shall notify the Contracting Officer when fuels ordered exceed 85 percent of the amount specified below. This is requested for each fuels type listed. The contractor will be financially responsible for orders for fuels in excess of the amount stipulated below:

(b)(3)(A)  
(i)&Title 10  
Sec 130 (a)(b)

NOMENCLATURE	NATIONAL STOCK NO. (NSN)	UNIT OF ISSUE	QUANTITY AUTHORIZED AS GFP
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**H-9. DESIGN SENSITIVITY TO COST (COST AS AN INDEPENDENT VARIABLE):** The contractor may propose changes to the proposed design conforming to cost as an independent variable (CAIV). Those changes which do not alter the Aerostat Performance Specification (APS) may be implemented by the contractor 10 working days after notice of intent specifying the changes is provided to the government. Changes which alter the APS by reducing the requirements may only be undertaken without an equitable reduction in the estimated cost and schedule of the contract if the contractor demonstrates 1) a comparable gain in other performance requirements, 2) such changes are acceptable to the government, and 3) the change does not alter the overall estimated cost of the program. In no event, however, shall the contractor propose to reduce or alter the requirements of paragraph A.2 of Appendix A of the APS.

**H-10. INCREMENTAL FUNDING OF THE CONTRACT:**

a. It is expected that allotments within each fiscal year will be made on an incremental basis in accordance with the LIMITATION OF FUNDS clause.

b. Pursuant to the Limitation of Funds clause, the sum of \$440,100 is presently allotted to CLIN 0001 and available for payment to cover the work to be performed hereunder until 30 Sep 99. The amount of [redacted] obligated for Potential Fee for a total amount of [redacted] for CLIN 0001.

(b)(4)

c. Pursuant to the LIMITATION OF FUNDS clause, the sum of \$43,092,118 is presently allotted to CLIN 0003 and available for payment to cover the work to be performed hereunder until 31 Aug 00. The amount of [redacted] obligated for Potential Fee (if applicable), for a total amount of [redacted] for CLIN 0003. It is anticipated that funds will be allotted and obligated (combined amounts for Cost and Potential Fee) as follows:

(b)(4)

	PLANNED DATE OF FUNDING	AMOUNT	CUMULATIVE
		(In Millions)	
CLIN 0001	Current Obligations (Jun 99)		\$440,100

000448

PART III - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS

<u>TITLE</u>	<u>DATE</u>	<u># OF PAGES</u>
Award/Contract (SF 26) and Continuation Sheets		49
Contract Security Classification Specification (DD Form 254-E) Rev 2	12 Oct 99	6
Contract Data Requirements List (DD Form 1423) Exhibits A, B, and C, with Distribution List & Data Item No. A018 & Data Item No. A011	12 Oct 99 07 Dec 99 12 Jan 00	29 1 1
Scope of Work SW-JLENS-16-97, "JLENS Demonstration Program " Rev 1	1 Oct 99	12
U.S. Army Strategic Defense Command Ballistic Missile Defense (BMD) Classification Guide, incorporated herein by reference. Upon request, the Contracting Officer will provide.	03 Jul 89	132
		(b)(7)(E)
U.S. Army Strategic Defense Command Industrial Operations Security (OPSEC) Guide, incorporated herein by reference. Upon request, the Contracting Officer will provide.	Sep 91	88
Military Standard (MIL-STD) 1806, Marking Technical Data Prepared by or for the Department of Defense, incorporated herein by reference.	1 Feb 90	43
Joint Aerostat Project Management Office Aerostat Development Program Security Classification Guide incorporated by reference and previously furnished.	12 Jun 96	28
		(b)(7)(E)

000449

TITLE	DATE	# OF PAGES	
[REDACTED]	[REDACTED]		(b)(7)(E)
Performance Requirements Document, SUBJECT: JLENS Performance Specification (JPS), (U),	[REDACTED]		(b)(7)(E)
[REDACTED]	[REDACTED]	[REDACTED]	(b)(7)(E)
GFE/S*	3 Jan 00	2	
Raytheon Systems Company Comprehensive Subcontracting Plan, Attached hereto by reference.	1 Jan 99 - 30 Nov 99	33	
The Aerostat Demonstration Program (97-ADP/DS-106/1266) Approaches are hereby incorporated into the contract by reference:			
Program Management Approach	14 Nov 97	16	
CAIV Approach	15 Nov 97	8	
Systems Engineering	14 Nov 97	18	
Simulation, Test and Evaluation	9 Jan 98	47	
Risk Mitigation Approach	14 Nov 97	22	
Integrated Logistic Approach	9 Jan 98	12	
Product Assurance Approach	14 Nov 97	12	
Configuration Management Approach	14 Nov 97	10	
Operation and Sustainment (O&S) Approach	14 Nov 97	13	
Acronym List	14 Nov 97	7	
Rights in Technical Data and Computer Software attached hereto by reference.	12 Oct 99	2	

000450



MODIFICATION P00040 TO  
CONTRACT DASG60-98-C-0001

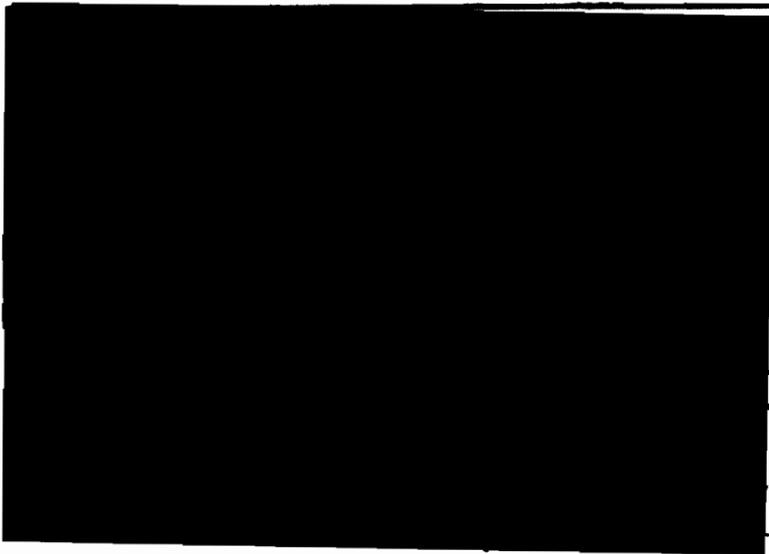
GFE/S*	As of 3 Jan 2000	Qty	CLIN	Date Required	Acq. Cost K\$
(b)(3)(A) (i)&Title 10 Sec 130 (a) (b)	[REDACTED]	1	3	1QFY00	[REDACTED]
		1	3	4QFY04 thru 2Q-FY05	[REDACTED]
		1	3	2QFY03 thru 3QFY05	[REDACTED]
		1	3	1QFY03 thru 3QFY05	[REDACTED]
		2	5	4QFY01	[REDACTED]
		1	5	3QFY03	[REDACTED]
		1	5	2QFY00	[REDACTED]
		1	5	3&4QFY03	[REDACTED]
		1	7	3QFY03	[REDACTED]
		1	7	3QFY04	[REDACTED]
		1	7	2QFY02	[REDACTED]
		1	7	3&4QFY03	[REDACTED]
		(b)(3)(A) (i)&Title 10 Sec 130 (a) (b)	[REDACTED]	1	7
1	7			2QFY02 thru 3QFY05	[REDACTED]
1	9			2QFY02	[REDACTED]
1	9			3QFY00 thru 4QFY05	[REDACTED]
1	9			2QFY00 thru 4QFY05	[REDACTED]
1	9			2Q-FY00 through 4Q-FY05	[REDACTED]
4	All			on hand	[REDACTED]
(b)(3) (A) (i)&Title 10 Sec 130 (a) (b)	[REDACTED]	5	All	on hand	[REDACTED]
		5	All	on hand	[REDACTED]
		5	All	on hand	[REDACTED]
		7	All	on hand	[REDACTED]
		2	All	on hand	[REDACTED]
		2	All	on hand	[REDACTED]
		2	All	on hand	[REDACTED]
4	All	on hand	[REDACTED]		

↑  
(b)(4)  
↓

000452

MODIFICATION P00040 TO  
 CONTRACT DASG60-98-C-0001

(b)(3)(A)  
 (i)&Title  
 10 Sec  
 130 (a)(b)



Qty	CLIN	Date Required	Acq. Cost K\$
1	3	1QFY00	
2	All	on hand	
4	All	on hand	
4	All	on hand	
2	All	on hand	
2	All	on hand	
4	All	on hand	
4	All	on hand	

↑  
 (b)(4)  
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(b)(7)(E)

000453

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE	PAGE OF PAGES	
				V	1	3
2. AMENDMENT/MODIFICATION NO. 0041		3. EFFECTIVE DATE 25-Jan-2000	4. REQUISITION/PURCHASE REQ NO		5. PROJECT NO (If applicable)	
ISSUED BY ██████████ PO BOX 1500 HUNTSVILLE, AL 35807-3801		CODE W31RPD ██████████ AND ANNUALE DEFENSE COMMAND	7. ADMINISTERED BY (If other than item 6) DEFENSE LOGISTICS AGENCY P.O. BOX 688 TYNGSBORO, MD 01879		CODE S2208A	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)  RAYTHEON COMPANY 180 HARTWELL ROAD  BEDFORD, MA 01730-0000  CODE: 04164 FACILITY CODE:				9A. AMENDMENT OF SOLICITATION NO		
				9B. DATED (SEE ITEM 11)		
				X 10A. MOD. OF CONTRACT ORDER NO DASG60-98-C-0001		
				X 10B. DATED (SEE ITEM 11) 30-Jan-1998		
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS						
<input type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the document; (b) By acknowledging receipt of this amendment on each copy of the offer or (c) by separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.						
12. ACCOUNTING AND APPROPRIATION DATA (If required)						
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.						
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.						
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(h).						
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF						
X D. OTHER (Specify type of modification and authority) UNILATERAL: Contract Clause No. 71, "Limitation of Funds"						
E. IMPORTANT: Contract or <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.						
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) TIN: 041760395 Order No.: 4N-O-55103-4N-01 See Page 2						
<small>Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and</small>						
15A. NAME AND TITLE OF SIGNER (Type or print)			16. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)			
15B. CONTRACTOR/OFFEROR			15C. DATE SIGNED		15D. DATE SIGNED	
(Signature of person authorized to sign)			██████████		██████████ 2000	

EXCEPTION TO SF 30  
APPROVED BY OIRM 11-84

HL-105-

Prescribed by GSA  
FAR (48 CFR) 53.243

000454

NAME OF OFFEROR OR CONTRACTOR  
**RAYTHEON COMPANY**

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

Whereas, pursuant to the contract clause, "Limitation of funds," the government elects to add an increment of funds to fund CLINs 003 and 0004 of the contract, and

NOW, THEREFORE, the contract is modified as follows:

1. Paragraph G-5. ACCOUNTING AND APPROPRIATION DATA, is modified to add the following:

CLINs 0003 and 0004:

ACRN: AH  
 ACCT CLASS: 9700400.2501 5Q-5Q07 P40770643873.3155 2514 S01021 4N0551034N/04N551/4N  
 ORDER NO.: 4N-0-55103-4N-01 Modification P00041 Funded Amt: \$700,000

2. Paragraph G-6. IMPLEMENTATION OF AND EXPLANATION OF THE RELATIONSHIP OF THE LIMITATION OF FUNDS (LOF) CLAUSE TO FEE OBLIGATIONS, is modified as follows:

CLINs 0003 and 0004:

	PRIOR	THIS MODIFICATION	CUMULATIVE TOTAL
(1) Amount Required for Full Funding, including Fee(s):	\$145,166,476	- 0 -	\$145,166,476
(2) Amount Allotted under the LOF Clause for Payment of Target Costs:			
(3) Amount Separately Obligated for Payment of Target Fee:			
(4) Total Amount Allotted and Obligated:	\$ 46,931,222	\$700,000	\$ 47,631,222
(5) Net Amount Required for Full Funding:	\$ 98,235,254	(\$700,000)	\$ 97,535,254
(6) Estimated Period of Performance the Allotted Amount will Cover:		30 Sep 00	

(b)(4)

000455

<b>CONTINUATION SHEET</b>	REFERENCE NO. OF DOCUMENT BEING CONTINUED DASG60-98-C-0001-P00041	PAGE 3 OF 3
---------------------------	--	----------------

NAME OF OFFEROR OR CONTRACTOR  
RAYTHEON COMPANY

3. The following page substitutions are hereby incorporated into the contract:

DELETE	ADD
Page 14, Modification P00040	Page 13B, Modification P00041
Page 21, Modification P00040	Page 14, Modification P00041
	Page 21, Modification P00041

000456

**RAYTHEON COMPANY**

**MODIFICATION P00041 TO  
CONTRACT DASG60-98-C-0001  
PAGE 13B OF 49 PAGES  
ADDED: MOD P00041**

<b>ACRN:</b>	<b>AH</b>
<b>CUMULATIVE AMOUNT:</b>	<b>\$700,000</b>
<b>ACCT CLASS:</b>	<b>9700400.2501 5Q-5Q07 P40770643873.3155 2514 S01021 4N0551034N/04N551/4N</b>
<b>ORDER NO/PRON:</b>	<b>4N-0-55103-4N-01 FUNDED AMT: \$700,000 (P00041)</b>

000457

G-6. IMPLEMENTATION OF AND EXPLANATION OF THE RELATIONSHIP OF THE LIMITATION OF FUNDS (LOF) CLAUSE TO FEE OBLIGATIONS: The amount of funds estimated to be required for full performance, including fee(s); the amount of funds allotted pursuant to the Contract Clause hereof entitled, Limitations of Funds; the amount of funds currently obligated for fee; and the estimated period of performance covered by the funds allotted are set forth below. Amounts obligated for fee are separate from and are not to be commingled with the amounts allotted for costs and are not available to the contractor to cover costs in excess of those allotted to the contract for cost.

a. CLINs 0001 and 0002:

- (1) Amount Required for Full Funding: \$ 437,946
- (2) Amount Allotted Under the LOF Clause for Payment of Costs: [REDACTED]
- (3) Total Amount Allotted and Obligated: \$ 440,100
- (4) Net Amount Required for Full Funding: (\$ 2,154)
- (5) Estimated Period of Performance the Allotted Amount Will Cover: 30 Sep 99

(b)(4)

b. CLINs 0003 and 0004:

- (1) Amount Required for Full Funding, Including Fee(s): \$145,166,476
- (2) Amount Allotted Under the LOF Clause for Payment of Target Costs: [REDACTED]
- (3) Amount Separately Obligated for Payment of Target Fee: [REDACTED]
- (4) Total Amount Allotted and Obligated: \$ 47,631,222
- (5) Net Amount Required for Full Funding: \$ 97,535,254
- (6) Estimated Period of Performance the Allotted Amount Will Cover: 30 Sep 00

(b)(4)

c. CLINs 0005 and 0006:

SUBCLIN 0005AA

- (1) Amount Required for Full Funding, Including Fee(s): \$164,011,800\*
- (2) Amount Allotted Under the LOF Clause for Payment of Costs: \$ -0-
- (3) Amount Separately Obligated for Payment of Target Fee: \$ -0-
- (4) Total Amount Allotted and Obligated: \$ -0-
- (5) Net Amount Required for Full Funding: \$164,011,800\*
- (6) Estimated Period of Performance the Allotted Amount Will Cover:

\*NOT-TO-EXCEED (NTE)

000458

**H-8. GOVERNMENT-FURNISHED FUELS PROVIDED**

Fuels as identified below will be provided through [redacted] in accordance with the clause of this contract entitled Government Property (Cost-Reimbursement, Time and Material, or Labor-Hour Contracts). From time to time the contractor may order with the supplier for partial deliveries of fuel. To assist the Contracting Officer in maintaining accountability of total orders, the contractor shall notify the Contracting Officer when fuels ordered exceed 85 percent of the amount specified below. This is requested for each fuels type listed. The contractor will be financially responsible for orders for fuels in excess of the amount stipulated below:

(b)(3)(A)  
(i)&Title  
10 Sec 130  
(a)(b)

NOMENCLATURE	NATIONAL STOCK NO. (NSN)	UNIT OF ISSUE	QUANTITY AUTHORIZED AS GFP
--------------	--------------------------	---------------	----------------------------

**H-9. DESIGN SENSITIVITY TO COST (COST AS AN INDEPENDENT VARIABLE):** The contractor may propose changes to the proposed design conforming to cost as an independent variable (CAIV). Those changes which do not alter the Aerostat Performance Specification (APS) may be implemented by the contractor 10 working days after notice of intent specifying the changes is provided to the government. Changes which alter the APS by reducing the requirements may only be undertaken without an equitable reduction in the estimated cost and schedule of the contract if the contractor demonstrates 1) a comparable gain in other performance requirements, 2) such changes are acceptable to the government, and 3) the change does not alter the overall estimated cost of the program. In no event, however, shall the contractor propose to reduce or alter the requirements of paragraph A.2 of Appendix A of the APS.

**H-10. INCREMENTAL FUNDING OF THE CONTRACT:**

a. It is expected that allotments within each fiscal year will be made on an incremental basis in accordance with the LIMITATION OF FUNDS clause.

b. Pursuant to the Limitation of Funds clause, the sum of \$440,100 is presently allotted to CLIN 0001 and available for payment to cover the work to be performed hereunder until 30 Sep 99. The amount of [redacted] obligated for Potential Fee for a total amount of [redacted] for CLIN 0001.

(b)(4)

c. Pursuant to the LIMITATION OF FUNDS clause, the sum of \$43,734,808 is presently allotted to CLIN 0003 and available for payment to cover the work to be performed hereunder until 30 Sep 00. The amount of [redacted] obligated for Potential Fee (if applicable), for a total amount of [redacted] for CLIN 0003. It is anticipated that funds will be allotted and obligated (combined amounts for Cost and Potential Fee) as follows:

(b)(4)

	PLANNED DATE OF FUNDING	AMOUNT	CUMULATIVE
		(In Millions)	
CLIN 0001	Current Obligations (Jun 99)		\$440,100

000459

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1 CONTRACT ID CODE V	PAGE OF PAGE 1 3
2. AMENDMENT/MODIFICATION NO. 142	3. EFFECTIVE DATE 01-Mar-2000	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)		
CODE: W31RPD DEFENSE COMMAND HUNTSVILLE, AL 35897-3801		7 ADMINISTERED BY (If other than item 6) DEFENSE LOGISTICS AGENCY P.O. BOX 688 TYNGSBORO, MD 01879		CODE: S2205A	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)				9A. AMENDMENT OF SOLICITATION NO.	
RAYTHEON COMPANY 180 HARTWELL ROAD BEDFORD, MA 01730-0000				9B. DATED (SEE ITEM 11)	
CODE 04164				X 10A. MOD. OF CONTRACT/ORDER NO. DASG60-98-C-0001	
FACILITY CODE				X 10B. DATED (SEE ITEM 11) 30-Jan-1998	
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended.					
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as prescribed by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of this document, (b) By acknowledging receipt of this amendment on each copy of the offer submitted or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN THE REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided such telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA (If required)					
See Schedule					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(D).					
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:					
X D. OTHER (Specify type of modification and authority) UNILATERAL Contract Clause No 71, "Limitation of Funds"					
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by LCF section headings, including solicitation/contract subject matter where feasible.)					
TIN 041760395 Order No: ER0D730200-12 See Page 2					
Receipt is provided herein, all terms and conditions of the document referenced at Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.					
15A. NAME AND TITLE OF SIGNER (Type or print)					
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED		16C. DATE SIGNED	
(Signature of person authorized to sign)				01-Mar-2000	

EXCEPTION TO SF 30  
 APPROVED BY OIRM 11-84

10-105-04

STANDARD FORM 30 (Rev. 10-83)  
 Prescribed by GSA  
 FAR (48 CFR) 31.243

000460

<b>CONTINUATION SHEET</b>	REFERENCE NO. OF DOCUMENT BEING CONTINUED	PAGE
	DASG60-98-C-0001-P00042	2 OF 3

NAME OF OFFEROR OR CONTRACTOR  
**RAYTHEON COMPANY**

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

Whereas, pursuant to the contract clause, "Limitation of Funds," the government elects to add an increment of funds to fund CLINs 0003 and 0004 of the contract, and

NOW, THEREFORE, the contract is modified as follows:

1. Paragraph G-5. ACCOUNTING AND APPROPRIATION DATA, is modified to add the following:

CLINs 0003 and 0004:

ACRN: AG  
 ACCT CLASS: 2102040 36 9618 P172419E55 255Y ER0D730200 S01021 ER0D730200/0HHJLE/H  
 ORDER NO.: ER0D730200-10 Funded Amt: \$1,000,000 Modification P00042  
 ER0D730200-11 Funded Amt: (\$1,000,000) Modification P00042  
 ER0D730200-12 Funded Amt: \$ 700,000 Modification P00042

2. Paragraph G-6. IMPLEMENTATION OF AND EXPLANATION OF THE RELATIONSHIP OF THE LIMITATION OF FUNDS (LOF) CLAUSE TO FEE OBLIGATIONS, is modified as follows:

CLINs 0003 and 0004:

	PRIOR	THIS MODIFICATION	CUMULATIVE TOTAL
(1) Amount Required for Full Funding, Including Fee(s):	\$145,166,476	0	\$145,166,476
(2) Amount Allotted under the LOF Clause for Payment of Target Costs:	(b)(4)		
(3) Amount Separately Obligated for Payment of Target Fee:	(b)(4)		
(4) Total Amount Allotted and Obligated:	\$ 47,631,222	\$700,000	\$ 48,331,222
(5) Net Amount Required for Full Funding:	\$ 97,535,254	(\$700,000)	\$96,835,254
(6) Estimated Period of Performance the Allotted Amount will Cover:		30 Sep 00	

000461

<b>CONTINUATION SHEET</b>	REFERENCE NO. OF DOCUMENT BEING CONTINUED	PAGE	
	DASG60-98-C-0001-P00042	3	OF 3

NAME OF OFFEROR OR CONTRACTOR  
RAYTHEON COMPANY

3. The following page substitutions are hereby incorporated into the contract:

**DELETE**  
Page 13A, Modification P00040  
Page 14, Modification P00041  
Page 21, Modification P00041

**ADD**  
Page 13A, Modification P00042  
Page 14, Modification P00042  
Page 21, Modification P00042

000462

ACRN: AC  
 CUMULATIVE AMOUNT: \$17,832,987  
 ACCT CLASS: 2182040 36 9618 P172419E55 2581 ER8D730500 S01021  
 ER8D730500/8HHJLE/H

ORDER NO/PRON:

ER8D730500-01	FUNDED AMT:	\$10,517,997 (BASIC)
ER8D730500-02	FUNDED AMT:	\$ 7,510,846 (P00002)
ER8D730500-03	FUNDED AMT:	\$ 1,407,652 (P00006)
ER8D730500-04	FUNDED AMT:	(\$ 1,329,658)(P00007)
ER8D730500-05	FUNDED AMT:	(\$ 842,017)(P00008)
ER8D730500-06	FUNDED AMT:	(\$ 1,200,000)(P00012)
ER8D730500-08	FUNDED AMT:	\$ 19,764 (P00014)
ER8D730500-10	FUNDED AMT:	(\$ 30,000)(P00015)
ER8D730500-11	FUNDED AMT:	\$ 525,000 (P00020)
ER8D730500-12	FUNDED AMT:	\$ 9,503 (P00024)
ER8D730500-14	FUNDED AMT:	\$ 236,500 (P00025)
ER8D730500-15	FUNDED AMT:	\$ 1,000,000 (P00026)
ER8D730500-16	FUNDED AMT:	\$ 7,400 (P00030)

ACRN: AE  
 CUMULATIVE AMOUNT: \$7,500,000  
 ACCT CLASS: 2192040 36 9618 P172419E55 2581 ER9D730100 S01021  
 ER9D730100/9HHJLE/H

ORDER NO/PRON:

ER9D730100-01	FUNDED AMT:	\$3,243,000 (P00021)
ER9D730100-02	FUNDED AMT:	\$5,257,000 (P00024)
ER9D730100-03	FUNDED AMT:	(\$1,000,000)(P00026)

ACRN: AF  
 CUMULATIVE AMOUNT: \$3,300,000  
 ACCT CLASS: 9790400.2501 36-6011 P407500.00000 2552 ER9D740100  
 S01021 ER9D740100/9HHJL6/H

ORDER NO/PRON:

ER9D740100-01	FUNDED AMT:	\$4,300,000 (P00027)
ER9D740100-02	FUNDED AMT:	(\$1,000,000)(P00032)

ACRN: AG  
 CUMULATIVE AMOUNT: \$16,700,000  
 ACCT CLASS: 2102040 36 9618 P172419E55 255Y ER0D730200 S01021  
 ER0D730200/0HHJLE/H

ORDER NO/PRON:

ER0D730200-01	FUNDED AMT:	\$500,000 (P00033)
ER0D730200-03	FUNDED AMT:	\$1,000,000 (P00035)
ER0D730200-04	FUNDED AMT:	\$1,500,000 (P00036)
ER0D730200-05	FUNDED AMT:	\$3,000,000 (P00037)
ER0D730200-06	FUNDED AMT:	\$1,000,000 (P00039)
ER0D730200-07	FUNDED AMT:	(\$1,000,000)(P00039)
ER0D730200-08	FUNDED AMT:	\$6,000,000 (P00039)
ER0D730200-09	FUNDED AMT:	\$4,000,000 (P00040)
ER0D730200-10	FUNDED AMT:	\$1,000,000 (P00042)
ER0D730200-11	FUNDED AMT:	(\$1,000,000)(P00042)
ER0D730200-12	FUNDED AMT:	\$ 700,000 (P00042)

000463

G-6. IMPLEMENTATION OF AND EXPLANATION OF THE RELATIONSHIP OF THE LIMITATION OF FUNDS (LOF) CLAUSE TO FEE OBLIGATIONS: The amount of funds estimated to be required for full performance, including fee(s); the amount of funds allotted pursuant to the Contract Clause hereof entitled, Limitations of Funds; the amount of funds currently obligated for fee; and the estimated period of performance covered by the funds allotted are set forth below. Amounts obligated for fee are separate from and are not to be commingled with the amounts allotted for costs and are not available to the contractor to cover costs in excess of those allotted to the contract for cost.

a. CLINs 0001 and 0002:

- |   |   |        |
|---|---|--------|
| (1) Amount Required for Full Funding:                               | \$ 437,946  |        |
| (2) Amount Allotted Under the LOF Clause for Payment of Costs:      |  | (b)(4) |
| (3) Total Amount Allotted and Obligated:                            | \$ 440,100  |        |
| (4) Net Amount Required for Full Funding:                           | (\$ 2,154)  |        |
| (5) Estimated Period of Performance the Allotted Amount Will Cover: | 30 Sep 99   |        |

b. CLINs 0003 and 0004:

- |   |   |        |
|---|---|--------|
| (1) Amount Required for Full Funding, Including Fee(s):               | \$145,166,476   |        |
| (2) Amount Allotted Under the LOF Clause for Payment of Target Costs: |   | (b)(4) |
| (3) Amount Separately Obligated for Payment of Target Fee:            |  |        |
| (4) Total Amount Allotted and Obligated:                              | \$ 48,331,222   |        |
| (5) Net Amount Required for Full Funding:                             | \$ 96,835,254   |        |
| (6) Estimated Period of Performance the Allotted Amount Will Cover:   | 30 Sep 00   |        |

c. CLINs 0005 and 0006:

SUBCLIN 0005AA

- |   |                |
|---|----------------|
| (1) Amount Required for Full Funding, Including Fee(s):             | \$164,011,800* |
| (2) Amount Allotted Under the LOF Clause for Payment of Costs:      | \$ -0-         |
| (3) Amount Separately Obligated for Payment of Target Fee:          | \$ -0-         |
| (4) Total Amount Allotted and Obligated:                            | \$ -0-         |
| (5) Net Amount Required for Full Funding:                           | \$164,011,800* |
| (6) Estimated Period of Performance the Allotted Amount Will Cover: |                |

\*NOT-TO-EXCEED (NTE)

000464

H-8. GOVERNMENT-FURNISHED FUELS PROVIDED

Fuels as identified below will be provided through [redacted] in accordance with the clause of this contract entitled Government Property (Cost-Reimbursement, Time and Material, or Labor-Hour Contracts). From time to time the contractor may order with the supplier for partial deliveries of fuel. To assist the Contracting Officer in maintaining accountability of total orders, the contractor shall notify the Contracting Officer when fuels ordered exceed 85 percent of the amount specified below. This is requested for each fuels type listed. The contractor will be financially responsible for orders for fuels in excess of the amount stipulated below:

(b)(3)(A)  
(i)&Title 10  
Sec 130 (a)(b)

NOMENCLATURE	NATIONAL STOCK NO. (NSN)	UNIT OF ISSUE	QUANTITY AUTHORIZED AS GFP
--------------	--------------------------	---------------	----------------------------

H-9. DESIGN SENSITIVITY TO COST (COST AS AN INDEPENDENT VARIABLE): The contractor may propose changes to the proposed design conforming to cost as an independent variable (CAIV). Those changes which do not alter the Aerostat Performance Specification (APS) may be implemented by the contractor 10 working days after notice of intent specifying the changes is provided to the government. Changes which alter the APS by reducing the requirements may only be undertaken without an equitable reduction in the estimated cost and schedule of the contract if the contractor demonstrates 1) a comparable gain in other performance requirements, 2) such changes are acceptable to the government, and 3) the change does not alter the overall estimated cost of the program. In no event, however, shall the contractor propose to reduce or alter the requirements of paragraph A.2 of Appendix A of the APS.

H-10. INCREMENTAL FUNDING OF THE CONTRACT:

a. It is expected that allotments within each fiscal year will be made on an incremental basis in accordance with the LIMITATION OF FUNDS clause.

b. Pursuant to the Limitation of Funds clause, the sum of \$440,100 is presently allotted to CLIN 0001 and available for payment to cover the work to be performed hereunder until 30 Sep 99. The amount of [redacted] is obligated for Potential Fee for a total amount of [redacted] for CLIN 0001.

(b)(4)

c. Pursuant to the LIMITATION OF FUNDS clause, the sum of \$44,377,498 is presently allotted to CLIN 0003 and available for payment to cover the work to be performed hereunder until 30 Sep 00. The amount of [redacted] is obligated for Potential Fee (if applicable), for a total amount of [redacted] for CLIN 0003. It is anticipated that funds will be allotted and obligated (combined amounts for Cost and Potential Fee) as follows:

(b)(4)

	<u>PLANNED DATE OF FUNDING</u>	<u>AMOUNT</u>	<u>CUMULATIVE</u>
		(In Millions)	
CLIN 0001	Current Obligations (Jun 99)		\$440,100

000465

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE	PAGE OF PAGES
				V	1   3
2. AMENDMENT/MODIFICATION NO. PO00M3	3. EFFECTIVE DATE 27-Jun-2000	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)		
5. ISSUED BY [REDACTED] DEFENSE COMMAND HUNTSVILLE, AL 35807-3801		7. ADMINISTERED BY (If other than item 6) DEFENSE LOGISTICS AGENCY P.O. BOX 888 TYNGSBORO, MD 01879		CODE 5Z006A (b)(6)	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) RAYTHEON COMPANY 180 HARTWELL ROAD BEDFORD MA 01730-0000				9A. AMENDMENT OF SOLICITATION NO.	
				9B. DATED (SEE ITEM 11)	
				X 10A. MOD. OF CONTRACT/ORDER NO. DAE-00-0001	
				X 10B. DATED (SEE ITEM 13) 30-Jan-1998	
CODE 0416A		FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above mentioned solicitation is amended as per item 14. The time and date specified by receipt of Offer <input type="checkbox"/> is cancelled. <input type="checkbox"/> is not cancelled. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing items 8 and 11, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By telegram (letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN THE REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided such telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).					
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF Section H-3, Options					
D. OTHER (Specify type of modification and authority)					
E. IMPORTANT: Contractor <input type="checkbox"/> is not <input checked="" type="checkbox"/> is required to sign this document and return 1 copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section heading, including solicitation/contract subject matter where feasible.) Order No.: NACXXX00880704-01 See Page 2					
[REDACTED] DATE SIGNED [REDACTED] 1998 (Rev. 10-83) (b)(6)					

000466

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

Whereas, pursuant to Section H -- Special Contract Requirements, Paragraph H-3. OPTIONS, the government elects to exercise a portion of Option CLIN 0009, and

Whereas, funding in the amount of \$250,000 is provided to exercise 1202 hours of Surge Option Subclin 0009AB, and

Now, Therefore, the contract is modified as follows:

1. The contract is hereby modified to exercise [REDACTED] Subclin 0009AB in the amount of 250,000. Standard Form 26, Block 15G, is increased by \$250,000 from \$145,604,422 to \$145,854,422. (b)(4)

2. Section B, Paragraph B-1, CLIN 0009 is modified to reflect the establishment of Subclin 0009AA for the available DPPH and the establishment of Subclin 0009AB for exercised DPPH with R&D funds as shown below:

CLIN	SUPPLIES OR SERVICES	QUANTITY	UNIT	AMOUNT
0009AA	Available Direct Productive Person Hours (DPPH))	[REDACTED]	See B-10	\$20,548,700
0009AB	Exercised DPPH with R&D Funds	[REDACTED]		\$ 250,000

(b)(4)

3. Section G, Paragraph G-5. ACCOUNTING AND APPROPRIATION DATA, is modified to add the following:

Subclin 0009AB:

ACRN: AJ  
CUMULATIVE AMT: \$200,000  
ACCT CLASS: 5703600 290 4750 674478 28060F 503000 F78100 REF: NACXXX00680104  
ORDER NO.: NACXXX00680104-01  
FUNDED AMT: \$200,000 Modification P00043

ACRN: AK  
CUMULATIVE AMT: \$50,000  
ACCT CLASS: 9700400 2520 0603 173C 2564 BMDO0101129881 012123 REF: [REDACTED] 0101129881 (b)(3)(A)  
ORDER NO.: [REDACTED] 0101129881-2 (i)&Title 10  
FUNDED AMT: \$50,000 Modification P00043 Sec 130 (a)(b)

4. Section G, Paragraph G-6. IMPLEMENTATION OF THE RELATIONSHIP OF THE LIMITATION OF FUNDS (LOF) CLAUSE TO FEE OBLIGATIONS: is modified to add the following:

Subclin 0009AB:

(1) Amount Required for Full Funding, Including Fee(s): \$250,000 NTE\*  
(2) Amount allotted Under the LOF Clause for Payment of Costs: TBD  
(3) Amount Separately Obligated for Payment of Fee: TBD  
(4) Total Amount Allotted and Obligated: \$250,000 NTE\*  
(5) Net Amount Required for Full Funding: - 0 -

\*NOT TO EXCEED (NTE) SUBJECT TO DOWNWARD NEGOTIATIONS ONLY

000467

5. A portion of the option CLIN 0009 has been exercised at the NTE amount shown in Section B. The CPFF unit price per DPPH was used to exercise CLIN 0009 incrementally. The contractor agrees to begin promptly negotiating with the Contracting Officer the terms of a definitive contract modification. The contractor agrees to submit a CPFF proposal for the total DPPH for CLIN 0009 and cost and pricing data supporting the proposal. The schedule for definitizing CLIN 0009 is:

Submission of Proposal	45 days after effective of this modification
Commence Negotiations	Approximately 30 days after receipt of DCAA Audit Report
Award Definitive Contract Modification	180 days after effective date of this modification.

Failure of the parties to reach an agreement is subject to the Disputes Clause, FAR 52.233-1, of the contract.

6. The following page substitutions are hereby incorporated into the contract:

**DELETE**  
Page 1, Modification P00034  
Page 13B, Modification P00041  
Page 14B, Modification P00034

**ADD**  
Page 1, Modification P00043  
Page 3B, Modification P00043  
Page 13B, Modification P00043  
Page 14B, Modification P00043  
Page 14C, Modification P00043

000468

<b>AWARD/CONTRACT</b>		1. THIS CONTRACT IS A RATED ORDER UNDER DFAS (15 CFR 350) <span style="float: right;">RATING DX-A2</span>	PAGE OF PAGES 1 13
CONTRACT (Proc. Inv. Item) NO. ASG60-98-C-0001		3. EFFECTIVE DATE 98 Jan 30	4. REQUISITION/PURCHASE RECL. STA. PROJECT NO. ORDER NO.: ER8070500-01
5. ORDER BY ARMY SPACE AND MISSILE DEFENSE COMMAND ITR & ACQ MGT OFC, SMDC-CM-CN P.O. BOX 1500, HUNTSVILLE, AL 35807-3801		6. ADMINISTERED BY (If other than item 5) DEFENSE LOGISTICS AGENCY P.O. BOX 928 Hanover, MD 21076	
(b)(6)		SCD: A	ADP: NA PAS: NONE

7. NAME AND ADDRESS OF CONTRACTOR (No. street, city, county, State and ZIP Code)		8. DELIVERY <input type="checkbox"/> FOB ORIGIN <input checked="" type="checkbox"/> OTHER (See below)
RAYTHEON COMPANY dba RAYTHEON SYSTEMS COMPANY 180 HARTWELL ROAD BEDFORD, MA 01730		9. DISCOUNT FOR PROMPT PAYMENT  NET
CODE 04164 FACILITY CODE 11. SHIP TO/MARK FOR CODE SEE DISTRIBUTION LIST ATTACHED TO DD FORM 1423		10. SUBMIT INVOICES (If copies unless otherwise specified) TO THE ADDRESS SHOWN BY:  ITEM See Section G, Para. G-1

12. PAYMENT WILL BE MADE BY DFAS Columbus Center mailing procedures provided under separate cover	
13. AUTHORITY FOR USES OTHER THAN FULL AND OPEN COMPETITION: <input checked="" type="checkbox"/> 10 USC 2304(e)(1) (B) <input type="checkbox"/> 41 USC 253(e)(1)	
14. ACCOUNTING AND APPROPRIATION DATA See Section G-5	

15A. ITEM NO.	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
See Section B for Items 15A through 15F					
15G. TOTAL AMOUNT OF CONTRACT					\$ 145,854,422

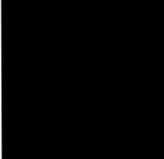
16. TABLE OF CONTENTS							
(✓)	SEC.	DESCRIPTION	PAGE(S)	(✓)	SEC.	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
✓	A	SOLICITATION/CONTRACT FORMS	1	✓	I	CONTRACT CLAUSES	25-42
✓	B	SUPPLIES OR SERVICES AND PRICES/COSTS	2-7	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
✓	C	DESCRIPTION/SPEC./WORK STATEMENT		✓	J	LIST OF ATTACHMENTS	47-49
✓	D	PACKAGING AND MARKING	8	PART IV - REPRESENTATIONS AND RESTRICTIONS			
✓	E	INSPECTION AND ACCEPTANCE	9		K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	
✓	F	DELIVERIES OR PERFORMANCE	10-11		L	RESTRI., COND., AND NOTICES TO OFFERORS	
✓	G	CONTRACT ADMINISTRATION DATA	12-15		M	EVALUATION FACTORS FOR AWARD	
✓	H	SPECIAL CONTRACT REQUIREMENTS	16-24				

**CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE**

17. <input checked="" type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return 1 copy to issuing office.) Contractor agrees to furnish and deliver all items or portions of 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 hereto.)		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.	
19. NAME AND TITLE OF OFFEROR (Type or print)  See Page 1A		20A. NAME OF CONTRACTING OFFICER  See Page 1A	
NAME OF CONTRACTOR	19C. DATE SIGNED	20B. UNITED STATES OF AMERICA	20C. DATE SIGNED
(Signature of person authorized to sign)		BY _____ (Signature of Contracting Officer)	

RAYTHEON COMPANY

MODIFICATION P00043 TO  
CONTRACT DASG60-98-C-0001  
PAGE 3B OF 49 PAGES  
ADD: MOD P00043

<u>CLIN</u>	<u>SUPPLIES OR SERVICES</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>AMOUNT</u>
0009AA	Available Direct Productive Person Hours (DPPH)		See B-10	\$20,548,700
0009AB	Exercised DPPH With R&D Funds		See B-10	\$ 250,000

(b)(4)

000470

RAYTHEON COMPANY

MODIFICATION P00043 TO  
CONTRACT DASG60-98-C-0001  
PAGE 13B OF 49 PAGES  
PREVIOUS: MOD P00041

ACRN: AH  
CUMULATIVE AMOUNT: \$700,000  
ACCT CLASS: 9700400.2501 5Q-5Q07 P40770643873.3155 2514 S01021  
4N0551034N/04N551/4N  
ORDER NO/PRON: 4N-0-55103-4N-01 FUNDED AMT: \$700,000 (P00041)

CLIN 0009

(a) Subclin 0009AB

ACRN: AJ  
CUMULATIVE AMOUNT: \$200,000  
ACCT CLASS: 5703600 290 4750 674478 28060F 503000 F78100  
REF: NACXXX00680104  
ORDER NO/PRON: NACXXX00680104-01 FUNDED AMT: \$200,000 (P00043)

ACRN: AK  
CUMULATIVE AMOUNT: \$50,000  
ACCT CLASS: 9700400.2520 0603173C 2564 [REDACTED] 0101129881 012123  
REF: [REDACTED] 0101129881  
ORDER NO/PRON: [REDACTED] 0101129881-2 FUNDED AMT: \$50,000 (P00043)

(b)(3)(A)  
(i)&Title  
10 Sec 130  
(a)(b)

000471

SUBCLIN 0007AB

- (1) Amount Required for Full Funding, Including Fee(s): \$ 10,868,600\*
- (2) Amount Allotted Under the LOF Clause for Payment of Costs: \$ \_\_\_\_\_ -0-
- (3) Amount Separately Obligated for Payment of Target Fee: \$ \_\_\_\_\_ -0-
- (4) Total Amount Allotted and Obligated: \$ \_\_\_\_\_ -0-
- (5) Net Amount Required for Full Funding: \$ 10,868,600\*
- (6) Estimated Period of Performance the Allotted Amount Will Cover:

SUBCLIN 0007AC

- (1) Amount Required for Full Funding, Including Fee(s): \$ 61,868,600\*
- (2) Amount Allotted Under the LOF Clause for Payment of Costs: \$ \_\_\_\_\_ -0-
- (3) Amount Separately Obligated for Payment of Target Fee: \$ \_\_\_\_\_ -0-
- (4) Total Amount Allotted and Obligated: \$ \_\_\_\_\_ -0-
- (5) Net Amount Required for Full Funding: \$ 61,868,600\*
- (6) Estimated Period of Performance the Allotted Amount Will Cover:

e. CLINs 0009 and 0010:

SUBCLIN 0009AA:

- (1) Amount Required for Full Funding, Including Fee(s): \$ 20,548,700\*
- (2) Amount Allotted Under the LOF Clause for Payment of Costs: \$ \_\_\_\_\_ -0-
- (3) Amount Separately Obligated for Payment of Fee: \$ \_\_\_\_\_ -0-
- (4) Total Amount Allotted and Obligated: \$ \_\_\_\_\_ -0-
- (5) Net Amount Required for Full Funding: \$ 20,548,700\*
- (6) Estimated Period of Performance the Allotted Amount Will Cover:

\*NOT-TO-EXCEED (NTE)

000472

RAYTHEON COMPANY

MODIFICATION P00043 TO  
CONTRACT DASG60-98-C-0001  
PAGE 14C OF 49 PAGES  
ADD: MOD P00043

SUBCLIN 0009AB:

- |   |                    |
|---|--------------------|
| (1) Amount Required for Full Funding, Including Fee(s):             | \$ <u>250,000*</u> |
| (2) Amount Allotted Under the LOF Clause for Payment of Costs:      | \$ <u>-0-</u>      |
| (3) Amount Separately Obligated for Payment of Fee:                 | \$ <u>-0-</u>      |
| (4) Total Amount Allotted and Obligated:                            | \$ <u>-0-</u>      |
| (5) Net Amount Required for Full Funding:                           | \$ <u>250,000*</u> |
| (6) Estimated Period of Performance the Allotted Amount Will Cover: |                    |

\*NOT-TO-EXCEED (NTE)

000473

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE	PAGE OF PAGES	
				V	1	2
2. AMENDMENT/MODIFICATION NO. 44	3. EFFECTIVE DATE 28-JUN-2000	4. REQUISITION/PURCHASE REQ NO	5. PROJECT NO. (If applicable)			
6. ISSUED BY US ARMY SPACE AND MISSILE DEFENSE COMMAND PO BOX 1500 HUNTSVILLE, AL 35807-3801		CODE W31RPD	7. ADMINISTERED BY (If other than item 6) DEFENSE LOGISTICS AGENCY P.O. BOX 688 TYNGSBORO, MD 01879		CODE S2206A	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) RAYTHEON COMPANY 180 HARTWELL ROAD BEDFORD MA 01730-0000				9A. AMENDMENT OF SOLICITATION NO.		
				9B. DATED (SEE ITEM 11)		
				X	10A. MOD. OF CONTRACT/ORDER NO. DASG80-98-C-0001	
				X	10B. DATED (SEE ITEM 13) 30-Jan-1998	
CODE 04164	FACILITY CODE					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS						
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended.						
<p>Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:</p> <p>(a) By completing Items 8 and 15, and returning _____ copies of the document; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN THE REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.</p>						
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule						
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.						
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.						
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(D). THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:						
X D. OTHER (Specify type of modification and authority) UNILATERAL: Contract Clause No. 71, "Limitation of Funds"						
E. IMPORTANT. Contractor <input checked="" type="checkbox"/> is not <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.						
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Order No.: ER0D730200-13 See Page 2						
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remain unchanged and in full force and effect.						
15A. NAME AND TITLE OF SIGNER (Type or print)				15B. CONTRACTING OFFICER (Type or print)		
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)		15C. DATE SIGNED		16C. DATE SIGNED 28-Jun-2000		

EXCEPTION TO SF 30  
APPROVED BY OIRM 11-84

30-105-04

STANDARD FORM 30 (Rev. 10-83)  
Prescribed by GSA  
FAR (48 CFR) 53.243

000474

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

Whereas, pursuant to the contract clause, "Limitation of Funds," the government elects to add an increment of funds to fund CLINs 0003 and 0004 of the contract, and

NOW, THEREFORE, the contract is modified as follows:

1. Paragraph G-5. ACCOUNTING AND APPROPRIATION DATA, is modified to add the following:

CLINs 0003 and 0004:

ACRN: AG  
ACCT CLASS: 212040 36 9618 P172419E55 255Y ER0D730200 S01021 ER0D730200/0HHJLE/H  
ORDER NO.: ER0D730200-13 Funded Amt: \$537,400 Modification P00044

2. Paragraph G-6. IMPLEMENTATION OF AND EXPLANATION OF THE RELATIONSHIP OF THE LIMITATION OF FUNDS (LOF) CLAUSE TO FEE OBLIGATIONS, is modified as follows:

CLINs 0003 and 0004.

	PRIOR	THIS MODIFICATION	CUMULATIVE TOTAL
(1) Amount Required for Full Funding, Including Fee(s).	\$145,166,476	- 0 -	\$145,166,476
(2) Amount Allotted under the LOF Clause for Payment of Target Costs:	[REDACTED]		
(3) Amount Separately Obligated for Payment of Target Fee:	[REDACTED]		
(4) Total Amount Allotted and Obligated:	\$ 48,331,222	\$537,400	\$ 48,868,622
(5) Net Amount Required for Full Funding:	\$ 96,835,254	(\$537,400)	\$ 96,297,854
(6) Estimated Period of Performance the Allotted Amount will Cover:		30 Oct 00	

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

3. The following page substitutions are hereby incorporated into the contract:

DELETE  
Page 13A, Modification P00042  
Page 14, Modification P00042  
Page 21, Modification P00042

ADD  
Page 13A, Modification P00044  
Page 14, Modification P00044  
Page 21, Modification P00044

000475

G-6. IMPLEMENTATION OF AND EXPLANATION OF THE RELATIONSHIP OF THE LIMITATION OF FUNDS (LOF) CLAUSE TO FEE OBLIGATIONS: The amount of funds estimated to be required for full performance, including fee(s); the amount of funds allotted pursuant to the Contract Clause hereof entitled, Limitations of Funds; the amount of funds currently obligated for fee; and the estimated period of performance covered by the funds allotted are set forth below. Amounts obligated for fee are separate from and are not to be commingled with the amounts allotted for costs and are not available to the contractor to cover costs in excess of those allotted to the contract for cost.

a. CLINs 0001 and 0002:

- |   |            |        |
|---|------------|--------|
| (1) Amount Required for Full Funding:                               | \$ 437,946 |        |
| (2) Amount Allotted Under the LOF Clause for Payment of Costs:      | [REDACTED] | (b)(4) |
| (3) Total Amount Allotted and Obligated:                            | \$ 440,100 |        |
| (4) Net Amount Required for Full Funding:                           | (\$ 2,154) |        |
| (5) Estimated Period of Performance the Allotted Amount Will Cover: | 30 Sep 99  |        |

b. CLINs 0003 and 0004:

- |   |               |        |
|---|---------------|--------|
| (1) Amount Required for Full Funding, Including Fee(s):               | \$145,166,476 |        |
| (2) Amount Allotted Under the LOF Clause for Payment of Target Costs: | [REDACTED]    | (b)(4) |
| (3) Amount Separately Obligated for Payment of Target Fee:            | [REDACTED]    | (b)(4) |
| (4) Total Amount Allotted and Obligated:                              | \$ 48,868,622 |        |
| (5) Net Amount Required for Full Funding:                             | \$ 96,297,854 |        |
| (6) Estimated Period of Performance the Allotted Amount Will Cover:   | 30 Oct 00     |        |

c. CLINs 0005 and 0006:

SUBCLIN 0005AA

- |   |                |
|---|----------------|
| (1) Amount Required for Full Funding, Including Fee(s):             | \$164,011,800* |
| (2) Amount Allotted Under the LOF Clause for Payment of Costs:      | \$ -0-         |
| (3) Amount Separately Obligated for Payment of Target Fee:          | \$ -0-         |
| (4) Total Amount Allotted and Obligated:                            | \$ -0-         |
| (5) Net Amount Required for Full Funding:                           | \$164,011,800* |
| (6) Estimated Period of Performance the Allotted Amount Will Cover: | mm476          |

ACRN: AC  
 CUMULATIVE AMOUNT: \$17,832,987  
 ACCT CLASS: 2182040 36 9618 P172419E55 2581 ER8D730500 S01021  
 ER8D730500/8HHJLE/H

ORDER NO/PRON:

ER8D730500-01	FUNDED AMT:	\$10,517,997 (BASIC)
ER8D730500-02	FUNDED AMT:	\$ 7,510,846 (P00002)
ER8D730500-03	FUNDED AMT:	\$ 1,407,652 (P00006)
ER8D730500-04	FUNDED AMT:	(\$ 1,329,658)(P00007)
ER8D730500-05	FUNDED AMT:	(\$ 842,017)(P00008)
ER8D730500-06	FUNDED AMT:	(\$ 1,200,000)(P00012)
ER8D730500-08	FUNDED AMT:	\$ 19,764 (P00014)
ER8D730500-10	FUNDED AMT:	(\$ 30,000)(P00015)
ER8D730500-11	FUNDED AMT:	\$ 525,000 (P00020)
ER8D730500-12	FUNDED AMT:	\$ 9,503 (P00024)
ER8D730500-14	FUNDED AMT:	\$ 236,500 (P00025)
ER8D730500-15	FUNDED AMT:	\$ 1,000,000 (P00026)
ER8D730500-16	FUNDED AMT:	\$ 7,400 (P00030)

ACRN: AE  
 CUMULATIVE AMOUNT: \$7,500,000  
 ACCT CLASS: 2192040 36 9618 P172419E55 2581 ER9D730100 S01021  
 ER9D730100/9HHJLE/H

ORDER NO/PRON:

ER9D730100-01	FUNDED AMT:	\$3,243,000 (P00021)
ER9D730100-02	FUNDED AMT:	\$5,257,000 (P00024)
ER9D730100-03	FUNDED AMT:	(\$1,000,000)(P00026)

ACRN: AF  
 CUMULATIVE AMOUNT: \$3,300,000  
 ACCT CLASS: 9790400.2501 36-6011 P407500.00000 2552 ER9D740100  
 S01021 ER9D740100/9HHJL6/H

ORDER NO/PRON:

ER9D740100-01	FUNDED AMT:	\$4,300,000 (P00027)
ER9D740100-02	FUNDED AMT:	(\$1,000,000)(P00032)

ACRN: AG  
 CUMULATIVE AMOUNT: \$17,237,400  
 ACCT CLASS: 2102040 36 9618 P172419E55 255Y ER0D730200 S01021  
 ER0D730200/0HHJLE/H

ORDER NO/PRON:

ER0D730200-01	FUNDED AMT:	\$500,000 (P00033)
ER0D730200-03	FUNDED AMT:	\$1,000,000 (P00035)
ER0D730200-04	FUNDED AMT:	\$1,500,000 (P00036)
ER0D730200-05	FUNDED AMT:	\$3,000,000 (P00037)
ER0D730200-06	FUNDED AMT:	\$1,000,000 (P00039)
ER0D730200-07	FUNDED AMT:	(\$1,000,000)(P00039)
ER0D730200-08	FUNDED AMT:	\$6,000,000 (P00039)
ER0D730200-09	FUNDED AMT:	\$4,000,000 (P00040)
ER0D730200-10	FUNDED AMT:	\$1,000,000 (P00042)
ER0D730200-11	FUNDED AMT:	(\$1,000,000)(P00042)
ER0D730200-12	FUNDED AMT:	\$ 700,000 (P00042)
ER0D730200-13	FUNDED AMT:	\$ 537,400 (P00044)

000477

H-8. GOVERNMENT-FURNISHED FUELS PROVIDED

Fuels as identified below will be provided through [redacted] in accordance with the clause of this contract entitled Government Property (Cost-Reimbursement, Time and Material, or Labor-Hour Contracts). From time to time the contractor may order with the supplier for partial deliveries of fuel. To assist the Contracting Officer in maintaining accountability of total orders, the contractor shall notify the Contracting Officer when fuels ordered exceed 85 percent of the amount specified below. This is requested for each fuels type listed. The contractor will be financially responsible for orders for fuels in excess of the amount stipulated below:

(b)(3)(A)  
(i)&Title  
10 Sec 130  
(a)(b)

NOMENCLATURE	NATIONAL STOCK NO. (NSN)	UNIT OF ISSUE	QUANTITY AUTHORIZED AS GFP
--------------	--------------------------	---------------	----------------------------

H-9. DESIGN SENSITIVITY TO COST (COST AS AN INDEPENDENT VARIABLE): The contractor may propose changes to the proposed design conforming to cost as an independent variable (CAIV). Those changes which do not alter the Aerostat Performance Specification (APS) may be implemented by the contractor 10 working days after notice of intent specifying the changes is provided to the government. Changes which alter the APS by reducing the requirements may only be undertaken without an equitable reduction in the estimated cost and schedule of the contract if the contractor demonstrates 1) a comparable gain in other performance requirements, 2) such changes are acceptable to the government, and 3) the change does not alter the overall estimated cost of the program. In no event, however, shall the contractor propose to reduce or alter the requirements of paragraph A.2 of Appendix A of the APS.

H-10. INCREMENTAL FUNDING OF THE CONTRACT:

a. It is expected that allotments within each fiscal year will be made on an incremental basis in accordance with the LIMITATION OF FUNDS clause.

b. Pursuant to the Limitation of Funds clause, the sum of \$440,100 is presently allotted to CLIN 0001 and available for payment to cover the work to be performed hereunder until 30 Sep 99. The amount of [redacted] obligated for Potential Fee for a total amount of [redacted] for CLIN 0001.

(b)(4)

c. Pursuant to the LIMITATION OF FUNDS clause, the sum of \$44,870,900 is presently allotted to CLIN 0003 and available for payment to cover the work to be performed hereunder until 30 Oct 00. The amount of [redacted] obligated for Potential Fee (if applicable), for a total amount of [redacted] for CLIN 0003. It is anticipated that funds will be allotted and obligated (combined amounts for Cost and Potential Fee) as follows:

(b)(4)

	<u>PLANNED DATE OF FUNDING</u>	<u>AMOUNT</u>	<u>CUMULATIVE</u>
		(In Millions)	
CLIN 0001	Current Obligations (Jun 99)		\$440,100

000478

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1 CONTRACT ID CODE V PAGE OF PAGES 1 | 3

2 AMENDMENT/MODIFICATION NO. 45 3 EFFECTIVE DATE 25-JUL-2000 4 REQUISITION/PURCHASE REQ. NO. 5 PROJECT NO. (If applicable) 6 ISSUED BY US ARMY SPACE AND MISSILE DEFENSE COMMAND CODE W31RPD 7 ADMINISTERED BY (If other than item 6) DEFENSE LOGISTICS AGENCY CODE S2206A P.O. BOX 688 HUNTSVILLE, AL 35807-3801 TYNGSBORO, MD 01878

8 NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) RAYTHEON COMPANY 180 HARTWELL ROAD BEDFORD MA 01730-0000 9A AMENDMENT OF SOLICITATION NO. 9B DATED (SEE ITEM 11) X 10A MOD. OF CONTRACT/ORDER NO. DAS G80-98-C-0001 X 10B DATED (SEE ITEM 13) 30-Jan-1998

11. THIS ITEM ONLY APPLIES TO AMRNDMENTS OF SOLICITATIONS The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of offer is extended is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning copies of the document; (b) By acknowledging receipt of this amendment on each copy of the offer submitted, or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN THE REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided such telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).

X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Section H-2 Downward Adjustment Provision Regarding Subcontractor Costs and Section H-3 Options D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not, X is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Order No.: BMDa0101129881-03 See Page 2

16. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

APPROVED BY OIRM 11-34

Prescribed by USA FAR (48 CFR) 53.243

000479

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

Whereas, pursuant to Section H – Special Contract Requirements, Paragraph H-2 Downward Adjustment Provision Regarding Subcontractor Costs, the parties agree to delete the provision, and

Whereas, pursuant to Section H – Special Contract Requirements, Paragraph H-3. Options, the government elects to exercise a portion of Option CLIN 0009, and

Whereas, funding in the amount of \$35,000 is provided to exercise [REDACTED] Subclin 0009AB, and (b)(4)

Now, Therefore, the contract is modified as follows:

1. The contract is hereby modified to delete Paragraph H-2 Downward Adjustment Provision Regarding Subcontractor Costs.
2. The contract is hereby modified to [REDACTED] of Subclin 0009AB in the amount of \$35,000. Standard Form 26, Block 15G, is increased by \$35,000 from \$145,854,422 to \$145,889,422. (b)(4)
3. Section B, Paragraph B-1, CLIN 0009 is modified to reflect the exercise [REDACTED] in the amount of \$35,000 by decreasing Subclin 0009AA – [REDACTED] amount \$20,513,700 and increasing Subclin 0009AB – Exercised with R&D funds to: quantity [REDACTED], amount \$285,000. (b)(4)
4. Section G, Paragraph G-5. ACCOUNTING AND APPROPRIATION DATA, is modified to add the following:

Subclin 0009AB:  
ACRN: AK  
ACCT CLASS: 9700400 2520 0603173C 2564 BMDO0101129881 012123 REF: BMDO0101129881  
ORDER NO: BMDO0101129881-03  
FUNDED AMT: \$35,000 Modification P00045

5. Section G, Paragraph G-6. IMPLEMENTATION OF THE RELATIONSHIP OF THE LIMITATION OF FUNDS (LOF) CLAUSE TO FEE OBLIGATIONS, is modified to add the following:

Subclin 0009AB:

	PRIOR	THIS MODIFICATION	CUMULATIVE AMOUNT
(1) Amount Required for Full Funding, Including Fee(s):	\$250,000 NTE*	\$35,000 NTE*	\$285,000 NTE*
(2) Amount Allotted under the LOF Clause for Payment of Costs:	TBD	TBD	TBD
(3) Amount Separately Obligated for Payment Of Fee:	TBD	TBD	TBD
(4) Total Amount Allotted and Obligated:	\$250,000 NTE*	\$35,000 NTE*	\$285,000 NTE*
(5) Net Amount Required for Full Funding:	- 0 -	- 0 -	- 0 -

000480

**\*NOT TO EXCEED (NTE) SUBJECT TO DOWNWARD NEGOTIATIONS ONLY.**

6. A portion of the option CLIN 0009 has been exercised at the NTE amount shown in Section B. The CPFF unit price per DPPH was used to exercise CLIN 0009 incrementally. The contractor agrees to begin promptly negotiating with the Contracting Officer the terms of a definitive contract modification in accordance with the schedule in Modification P00043.

7. The following page substitutions are hereby incorporated into the contract:

**DELETE**

Page 1, Modification P00043  
Page 3B, Modification P00043  
Page 13B, Modification P00043  
Page 14B, Modification P00043  
Page 14C, Modification P00043  
Page 16, Modification P00034  
Page 17, Modification P00034

**ADD**

Page 1, Modification P00045  
Page 3B, Modification P00045  
Page 13B, Modification P00045  
Page 14B, Modification P00045  
Page 14C, Modification P00045  
Page 16, Modification P00045  
Page 17, Modification P00045

000481

<b>AWARD/CONTRACT</b>		1. THIS CONTRACT IS A RATIO ORDER UNDER DPAS (15 CFR 380)	RATING OX-12	PAGE OF 1 PAGES 19
TRACT (Proc. Inv. Item) NO. G60-98-C-0001		3. EFFECTIVE DATE 98 Jan 30	4. REQUESTOR/PURCHASE REG. STA. OBJECT NO. ORDER NO.: ER8D70500-01	
5. ADMINISTERED BY (If other than DPAS) DEFENSE LOGISTICS AGENCY P.O. BOX 928 Hanover, MD 21076 CODE:		6. ADMINISTERED BY (If other than DPAS) DEFENSE LOGISTICS AGENCY P.O. BOX 928 Hanover, MD 21076 SCD: A      ADP: NA      PAS: NONE		
7. NAME AND ADDRESS OF CONTRACTOR (Incl. street, city, country, State and ZIP Code) RAYTHEON COMPANY dba RAYTHEON SYSTEMS COMPANY 180 HARTWELL ROAD BEDFORD, MA 01730		8. DELIVERY <input type="checkbox"/> FOB ORIGIN <input checked="" type="checkbox"/> OTHER (See below) 9. DISCOUNT FOR PROMPT PAYMENT NET 10. SUBMIT INVOICES (4 copies unless otherwise specified TO THE ADDRESS SHOWN BE: ITEM See Section G, Para. G-1		
CODE 04164	FACILITY CODE			
11. SHIP TO/NAME FOR SEE DISTRIBUTION LIST ATTACHED TO DO FORM 1423		12. PAYMENT WILL BE MADE BY DFAS Columbus Center mailing procedures provided under separate cover		
13. AUTHORITY FOR LEGIS OTHER THAN FULL AND OPEN COMPETITION <input checked="" type="checkbox"/> 10 USC 2304(a)(1) (b) <input type="checkbox"/> 41 USC 203(a)(1)		14. ACCOUNTING AND APPROPRIATION DATA See Section G-5		

15A. ITEM NO.	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
See Section B for Items 15A through 15F					
15G. TOTAL AMOUNT OF CONTRACT — \$ 145,889,422					

16. TABLE OF CONTENTS		DESCRIPTION		PAGE(S)
(✓)	SEC.	(✓)	SEC.	PAGE(S)
PART I - THE SCHEDULE				
✓	A	✓	I	1
✓	B	✓	J	2-7
✓	C	✓	K	8
✓	D	✓	L	9
✓	E	✓	M	10-11
✓	F	✓	N	12-15
✓	G	✓	O	16-24
✓	H	✓	P	25-42
PART II - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.				
PART III - REPRESENTATIONS AND RESTRICTIONS				
PART IV - REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFICERS				
PART V - INSTRS., COND., AND NOTICES TO OFFICERS				
PART VI - EVALUATION FACTORS FOR AWARD				

**CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE**

17. <input checked="" type="checkbox"/> <b>CONTRACTOR'S NEGOTIATED AGREEMENT</b> (Contractor is required to sign this document and return 1 copy to (posting 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, intentions, certifications, and specifications, as are attached or stated by reference herein. (Attachments are listed herein.)		18. <input type="checkbox"/> <b>AWARD</b> (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 solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.	
19A. NAME AND TITLE OF SIGNER (Type or print)  See Page 1A		20A. NAME OF CONTRACTING OFFICER  See Page 1A	
19B. DATE SIGNED  01/30/98		20B. UNITED STATES OF AMERICA  BY _____ <small>(Signature of Contracting Officer)</small>	
19C. NAME OF CONTRACTOR  <small>(Signature of person authorized to sign)</small>		20C. DATE SIGNED	

<u>CLIN</u>	<u>SUPPLIES OR SERVICES</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>AMOUNT</u>	
0009AA	Available Direct Productive Person Hours (DPPH)	[REDACTED]	See B-10	[REDACTED]	(b)(4)
0009AB	Exercised DPPH With R&D Funds	[REDACTED]	See B-10	\$ [REDACTED]	

000483

ACRN: AH  
CUMULATIVE AMOUNT : \$700,000  
ACCT CLASS: 9700400.2501 5Q-5Q07 P40770643873.3155 2514 S01021  
4N0551034N/04N551/4N  
ORDER NO/PRON: 4N-0-55103-4N-01 FUNDED AMT: \$700,000 (P00041)

CLIN.0009

(a) Subclin 0009AB

ACRN: AJ  
CUMULATIVE AMOUNT: \$200,000  
ACCT CLASS: 5703600 290 4750 674478 28060F 503000 F78100  
REF: NACXXX00680104  
ORDER NO/PRON : NACXXX00680104-01 FUNDED AMT: \$200,000 (P00043)

ACRN: AK  
CUMULATIVE AMOUNT: \$85,000  
ACCT CLASS: 9700400.2520 0603173C 2564 [REDACTED] 0101129881 012123  
REF: [REDACTED] 0101129881  
ORDER NO/PRON : [REDACTED] 0101129881-2 FUNDED AMT: \$50,000 (P00043)  
[REDACTED] 0101129881-03 FUNDED AMT: \$35,000 (P00045)

(b)(3)(A)  
(i)&Title  
10 Sec 130  
(a)(b)

000484

SUBCLIN 0007AB

- |   |                       |
|---|-----------------------|
| (1) Amount Required for Full Funding, Including Fee(s):             | \$ <u>10,868,600*</u> |
| (2) Amount Allotted Under the LOF Clause for Payment of Costs:      | \$ _____ -0-          |
| (3) Amount Separately Obligated for Payment of Target Fee:          | \$ _____ -0-          |
| (4) Total Amount Allotted and Obligated:                            | \$ _____ -0-          |
| (5) Net Amount Required for Full Funding:                           | \$ <u>10,868,600*</u> |
| (6) Estimated Period of Performance the Allotted Amount Will Cover: |                       |

SUBCLIN 0007AC

- |   |                       |
|---|-----------------------|
| (1) Amount Required for Full Funding, Including Fee(s):             | \$ <u>61,868,600*</u> |
| (2) Amount Allotted Under the LOF Clause for Payment of Costs:      | \$ _____ -0-          |
| (3) Amount Separately Obligated for Payment of Target Fee:          | \$ _____ -0-          |
| (4) Total Amount Allotted and Obligated:                            | \$ _____ -0-          |
| (5) Net Amount Required for Full Funding:                           | \$ <u>61,868,600*</u> |
| (6) Estimated Period of Performance the Allotted Amount Will Cover: |                       |

e. CLINs 0009 and 0010:

SUBCLIN 0009AA:

- |   |                       |
|---|-----------------------|
| (1) Amount Required for Full Funding, Including Fee(s):             | \$ <u>20,513,700*</u> |
| (2) Amount Allotted Under the LOF Clause for Payment of Costs:      | \$ _____ -0-          |
| (3) Amount Separately Obligated for Payment of Fee:                 | \$ _____ -0-          |
| (4) Total Amount Allotted and Obligated:                            | \$ _____ -0-          |
| (5) Net Amount Required for Full Funding:                           | \$ <u>20,513,700*</u> |
| (6) Estimated Period of Performance the Allotted Amount Will Cover: |                       |

\*NOT-TO-EXCEED (NTE)

000485

SUBCLIN 0009AB:

(1) Amount Required for Full Funding, Including Fee(s):	\$ <u>285,000*</u>
(2) Amount Allotted Under the LOF Clause for Payment of Costs:	\$ <u>-0-</u>
(3) Amount Separately Obligated for Payment of Fee:	\$ <u>-0-</u>
(4) Total Amount Allotted and Obligated:	\$ <u>-0-</u>
(5) Net Amount Required for Full Funding:	\$ <u>285,000*</u>
(6) Estimated Period of Performance the Allotted Amount Will Cover:	

\*NOT-TO-EXCEED (NTE)

000486

**SECTION H - SPECIAL CONTRACT REQUIREMENTS**

H-1. **TECHNICAL COGNIZANCE AND TECHNICAL DIRECTION:**

a. The U.S. Army Space and Missile Defense Command is the cognizant Government technical organization for this contract and will provide technical direction as defined herein. Technical direction shall be exercised by the Project Manager or the Deputy Project Manager:

<u>Name</u>	<u>Office Symbol</u>	<u>Phone Number</u>
Joint Land Attack Cruise Missile Defense Elevated Netted Sensor System Project Office (JLENSPO)	SMDC-AC-J	(256)955-2432

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

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

H-2. **RESERVED**

000487

H-3 **OPTIONS.** The option CLINs stipulated in the contract may be exercised at the unilateral option of the government. The exercise of the option CLIN shall be by written notice provided to the contractor by the Contracting Officer not later than the dates shown below provided preliminary notice is given by the government thirty (30) days prior to option exercise. The contractor shall incur no costs chargeable to any option CLIN until the Contracting Officer has provided written notification that the option CLIN has been exercised. The option CLINs may be exercised individually and the exercise of an option CLIN will include its attendant data item CLIN:

OPTION	DATE
CLINs 0005/0006 (OPTION I)	
0005AA	NLT 30 Dec 00
0005AB	NLT 30 Dec 02
0005AC	NLT 30 Jun 03
CLINs 0007/0008 (OPTION II)	
0007AA	NLT 30 Nov 01
0007AB	NLT 30 Nov 02
0007AC	NLT 30 Jun 03
CLINs 0011 and 0012 (Option IV)	NLT 30 Dec 05

CLIN 0009: At the unilateral option of the government, CLIN 0009 may be exercised incrementally or totally at any time during the period of performance of the contract, up to the amount set forth in Section B of the contract. The CPFF unit price per DPPH will be used to exercise CLIN 0009, if it is exercised incrementally.

000488

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

TRACT ID CODES PAGE OF PAGES  
V 1 2

AMENDMENT/MODIFICATION NO. PC0046	3. EFFECTIVE DATE 2-Aug-2000	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
ISSUED BY [REDACTED] HUNTSVILLE, AL 35897-3801	CODE WS1RPO DEFENSE COMMAND	7. ADMINISTERED BY (If other than item 6) DEFENSE LOGISTICS AGENCY P.O. BOX 888 TYNGSBORO, MD 01879	CODE 6Z206A

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) RAYTHEON COMPANY 180 HARTWELL ROAD BEDFORD MA 01730-0000	9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED (SEE ITEM 11)
	X 10A. MOD. OF CONTRACT/ORDER NO. DASCOM-98-C-0001
	X 10B. DATED (SEE ITEM 13) 30-Jan-1999

CODE 04164 FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is executed as set forth in Item 14. The hour and date specified for receipt of Offer  is extended,  is not extended.

Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as extended by one of the following methods:  
 (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the document; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN THE REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided such telegram or letter states reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriations data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: H-3 Options and FAR 43.103(a)
D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor  is not,  is required to sign this document and return \_\_\_\_\_ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by LCF action headings, including solicitation/contract subject matter where feasible.)  
 Order No.: BMD0010112981-03(A)  
 See Page 2

16A. NAME OF CONTRACTING OFFICER (Type or print)	16C. DATE SIGNED
[REDACTED]	2 Aug 00

EXCEPTION TO FAR 30 APPROVED BY OIRM 11-44

FORM 30 (Rev. 10-83) PREPARED BY OBA PAR (48 CFR) 53.243

000489

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

Whereas, pursuant to Section H – Special Contract Requirements, Paragraph H-3, Options, the government elects to exercise a portion of Option CLIN 0009, and

Whereas, the parties hereto agree that an additional [REDACTED] of Surge Option Subclin 0009AB may be exercised to increase the [REDACTED] for the funds in the amount of \$285,000 previously provided in Modifications P00043 and P00045, (b)(4)

NOW, THEREFORE, the contract is modified as follows:

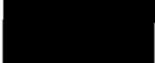
1. Section B, Paragraph B-1, CLIN 0009 is modified to reflect the exercise [REDACTED] at no additional Not to Exceed (NTE) amount by decreasing Subclin 0009AA – Available DPPH to: quantity [REDACTED] and increasing Subclin 0009B – Exercised with R&D funds to: quantity [REDACTED]. The dollar amounts are unchanged. (b)(4)

2. The following page substitutions are hereby incorporated into the contract:

DELETE  
Page 3B, Modification P00045

ADD  
Page 3B, Modification P00046

000490

<u>CLIN</u>	<u>SUPPLIES OR SERVICES</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>AMOUNT</u>	
0009AA	Available Direct Productive Person Hours (DPPH)		See B-10	\$20,513,700	(b)(4)
0009AB	Exercised DPPH With R&D Funds		See B-10	\$ 285,000	

000491

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				CONTRACT IDENTIFIER V	PAGE OF PAGES 1   2
AMENDMENT/MODIFICATION NO. J047		3. EFFECTIVE DATE 18-AUG-2000	4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (if applicable)
6. ISSUED BY US ARMY SPACE AND MISSILE DEFENSE COMMAND PO BOX 1980 HUNTSVILLE, AL 35807-3801		CODE W31RPO	7. ADMINISTERED BY (If other than item 6) DEFENSE LOGISTICS AGENCY P.O. BOX 688 TYNGSBORO, MD 01679		CODE SZZ08A
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) RAYTHEON COMPANY 180 HARTWELL ROAD BEDFORD MA 01730-0000			9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)	
CODE 04184			FACILITY CODE	X 10A. MOD. OF CONTRACT/ORDER NO DASG0108-C-0001	
				X 10B. DATED (SEE ITEM 13) 30-Jan-1988	
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is withdrawn <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of this document; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN THE REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided such telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in pricing, office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).					
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Contract Clause No. 71, "Limitation of Funds"					
D. OTHER (Specify type of modification and authority)					
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Order No.: ER00730200-14 See Page 2					
Except as provided herein, all terms and conditions of the document contained in Item 14 shall apply herefrom signed, remain unchanged and in full force and effect. _____ _____ _____					
13C. DATE BORNED 8-15-00			13C. DATE BORNED 18 Aug 00		

EXCEPTION TO SF 30  
APPROVED BY OGLM 11-84

10-

STANDARD FORM 30 (Rev. 10-83)  
Prescribed by GSA  
FAR (48 CFR) 53.243

000492

(b)(6)

(b)(6)

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

Whereas, pursuant to the contract clause, "Limitation of Funds," the government elects to withdraw an increment of funds from CLINs 0003 and 0004 of the contract, and

NOW, THEREFORE, the contract is modified as follows:

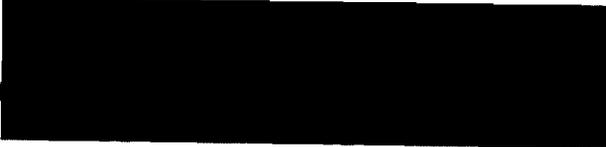
1. Paragraph G-5. ACCOUNTING AND APPROPRIATION DATA, is modified as follows:

CLINs 0003 and 0004:

ACRN: AG  
ACCT CLASS 2102040 36 96 18 P172419E55 255Y ER0D730200 S01021 ER0D730200/0HHJLE/H  
ORDER NO.: ER0D730200-14 Funded Amt: (\$45,000) Modification P00047

2. Paragraph G-6. IMPLEMENTATION OF AND EXPLANATION OF THE RELATIONSHIP OF THE LIMITATION OF FUNDS (LOF) CLAUSE TO FEE OBLIGATIONS, is modified as follows:

CLINs 0003 and 0004:

	PRIOR	THIS MODIFICATION	CUMULATIVE TOTAL
(1) Amount Required for Full Funding, Including Fee(s):	\$145,166,476	- 0 -	\$145,166,476
(2) Amount Allotted under the LOF Clause for Payment of Target Costs:			
(3) Amount Separately Obligated for Payment of Target Fee:			
(4) Total Amount Allotted and Obligated:	\$ 48,868,622	(\$45,000)	\$ 48,823,622
(5) Net Amount Required for Full Funding:	\$96,297,854	\$45,000	\$ 96,342,854
(6) Estimated Period of Performance the Allotted Amount will cover:		30 Oct 00	

(b)(4)

3. The following page substitutions are hereby incorporated into the contract:

DELETE  
Page 13A, Modification P00044  
Page 14, Modification P00044  
Page 21, Modification P00044

ADD  
Page 13A, Modification P00047  
Page 14, Modification P00047  
Page 21, Modification P00047

000493

ACRN: AC  
 CUMULATIVE AMOUNT: \$17,832,987  
 ACCT CLASS: 2182040 36 9618 P172419E55 2581 ER8D730500 S01021  
 ER8D730500/8HHJLE/H

ORDER NO/PRON:

ER8D730500-01	FUNDED AMT:	\$10,517,997 (BASIC)
ER8D730500-02	FUNDED AMT:	\$ 7,510,846 (P00002)
ER8D730500-03	FUNDED AMT:	\$ 1,407,652 (P00006)
ER8D730500-04	FUNDED AMT:	(\$ 1,329,658)(P00007)
ER8D730500-05	FUNDED AMT:	(\$ 842,017)(P00008)
ER8D730500-06	FUNDED AMT:	(\$ 1,200,000)(P00012)
ER8D730500-08	FUNDED AMT:	\$ 19,764 (P00014)
ER8D730500-10	FUNDED AMT:	(\$ 30,000)(P00015)
ER8D730500-11	FUNDED AMT:	\$ 525,000 (P00020)
ER8D730500-12	FUNDED AMT:	\$ 9,503 (P00024)
ER8D730500-14	FUNDED AMT:	\$ 236,500 (P00025)
ER8D730500-15	FUNDED AMT:	\$ 1,000,000 (P00026)
ER8D730500-16	FUNDED AMT:	\$ 7,400 (P00030)

ACRN: AE  
 CUMULATIVE AMOUNT: \$7,500,000  
 ACCT CLASS: 2192040 36 9618 P172419E55 2581 ER9D730100 S01021  
 ER9D730100/9HHJLE/H

ORDER NO/PRON:

ER9D730100-01	FUNDED AMT:	\$3,243,000 (P00021)
ER9D730100-02	FUNDED AMT:	\$5,257,000 (P00024)
ER9D730100-03	FUNDED AMT:	(\$1,000,000)(P00026)

ACRN: AF  
 CUMULATIVE AMOUNT: \$3,300,000  
 ACCT CLASS: 9790400.2501 36-6011 P407500.00000 2552 ER9D740100  
 S01021 ER9D740100/9HHJL6/H

ORDER NO/PRON:

ER9D740100-01	FUNDED AMT:	\$4,300,000 (P00027)
ER9D740100-02	FUNDED AMT:	(\$1,000,000)(P00032)

ACRN: AG  
 CUMULATIVE AMOUNT: \$17,192,400  
 ACCT CLASS: 2102040 36 9618 P172419E55 255Y ER0D730200 S01021  
 ER0D730200/0HHJLE/H

ORDER NO/PRON:

ER0D730200-01	FUNDED AMT:	\$500,000 (P00033)
ER0D730200-03	FUNDED AMT:	\$1,000,000 (P00035)
ER0D730200-04	FUNDED AMT:	\$1,500,000 (P00036)
ER0D730200-05	FUNDED AMT:	\$3,000,000 (P00037)
ER0D730200-06	FUNDED AMT:	\$1,000,000 (P00039)
ER0D730200-07	FUNDED AMT:	(\$1,000,000)(P00039)
ER0D730200-08	FUNDED AMT:	\$6,000,000 (P00039)
ER0D730200-09	FUNDED AMT:	\$4,000,000 (P00040)
ER0D730200-10	FUNDED AMT:	\$1,000,000 (P00042)
ER0D730200-11	FUNDED AMT:	(\$1,000,000)(P00042)
ER0D730200-12	FUNDED AMT:	\$ 700,000 (P00042)
ER0D730200-13	FUNDED AMT:	\$ 537,400 (P00044)
ER0D730200-14	FUNDED AMT:	(\$ 45,000)(P00047)

000494

G-6. IMPLEMENTATION OF AND EXPLANATION OF THE RELATIONSHIP OF THE LIMITATION OF FUNDS (LOF) CLAUSE TO FEE OBLIGATIONS: The amount of funds estimated to be required for full performance, including fee(s); the amount of funds allotted pursuant to the Contract Clause hereof entitled, Limitations of Funds; the amount of funds currently obligated for fee; and the estimated period of performance covered by the funds allotted are set forth below. Amounts obligated for fee are separate from and are not to be commingled with the amounts allotted for costs and are not available to the contractor to cover costs in excess of those allotted to the contract for cost.

- a. CLINs 0001 and 0002:
  - (1) Amount Required for Full Funding: \$ 437,946
  - (2) Amount Allotted Under the LOF Clause for Payment of Costs: [REDACTED] (b)(4)
  - (3) Total Amount Allotted and Obligated: \$ 440,100
  - (4) Net Amount Required for Full Funding: (\$ 2,154)
  - (5) Estimated Period of Performance the Allotted Amount Will Cover: 30 Sep 99
  
- b. CLINs 0003 and 0004:
  - (1) Amount Required for Full Funding, Including Fee(s): \$145,166,476
  - (2) Amount Allotted Under the LOF Clause for Payment of Target Costs: [REDACTED] (b)(4)
  - (3) Amount Separately Obligated for Payment of Target Fee: [REDACTED]
  - (4) Total Amount Allotted and Obligated: \$ 48,823,622
  - (5) Net Amount Required for Full Funding: \$ 96,342,854
  - (6) Estimated Period of Performance the Allotted Amount Will Cover: 30 Oct 00
  
- c. CLINs 0005 and 0006:
  - SUBCLIN 0005AA
  - (1) Amount Required for Full Funding, Including Fee(s): \$164,011,800\*
  - (2) Amount Allotted Under the LOF Clause for Payment of Costs: \$ -0-
  - (3) Amount Separately Obligated for Payment of Target Fee: \$ -0-
  - (4) Total Amount Allotted and Obligated: \$ -0-
  - (5) Net Amount Required for Full Funding: \$164,011,800\*
  - (6) Estimated Period of Performance the Allotted Amount Will Cover:

\*NOT-TO-EXCEED (NTE)

000495

H-8. GOVERNMENT-FURNISHED FUELS PROVIDED

Fuels as identified below will be provided through [redacted] in accordance with the clause of this contract entitled Government Property (Cost-Reimbursement, Time and Material, or Labor-Hour Contracts). From time to time the contractor may order with the supplier for partial deliveries of fuel. To assist the Contracting Officer in maintaining accountability of total orders, the contractor shall notify the Contracting Officer when fuels ordered exceed 85 percent of the amount specified below. This is requested for each fuels type listed. The contractor will be financially responsible for orders for fuels in excess of the amount stipulated below:

(b)(3)(A)  
(i)&Title 10  
Sec 130 (a)(b)

NOMENCLATURE	NATIONAL STOCK NO. (NSN)	UNIT OF ISSUE	QUANTITY AUTHORIZED AS GFP
--------------	--------------------------	---------------	----------------------------

H-9. DESIGN SENSITIVITY TO COST (COST AS AN INDEPENDENT VARIABLE): The contractor may propose changes to the proposed design conforming to cost as an independent variable (CAIV). Those changes which do not alter the Aerostat Performance Specification (APS) may be implemented by the contractor 10 working days after notice of intent specifying the changes is provided to the government. Changes which alter the APS by reducing the requirements may only be undertaken without an equitable reduction in the estimated cost and schedule of the contract if the contractor demonstrates 1) a comparable gain in other performance requirements, 2) such changes are acceptable to the government, and 3) the change does not alter the overall estimated cost of the program. In no event, however, shall the contractor propose to reduce or alter the requirements of paragraph A.2 of Appendix A of the APS.

H-10. INCREMENTAL FUNDING OF THE CONTRACT:

a. It is expected that allotments within each fiscal year will be made on an incremental basis in accordance with the LIMITATION OF FUNDS clause.

b. Pursuant to the Limitation of Funds clause, the sum of \$440,100 is presently allotted to CLIN 0001 and available for payment to cover the work to be performed hereunder until 30 Sep 99. The amount of [redacted] obligated for Potential Fee for a total amount of [redacted] for CLIN 0001.

(b)(4)

c. Pursuant to the LIMITATION OF FUNDS clause, the sum of \$44,829,585 is presently allotted to CLIN 0003 and available for payment to cover the work to be performed hereunder until 30 Oct 00. The amount of [redacted] obligated for Potential Fee (if applicable), for a total amount of [redacted] for CLIN 0003. It is anticipated that funds will be allotted and obligated (combined amounts for Cost and Potential Fee) as follows:

(b)(4)

	<u>PLANNED DATE OF FUNDING</u>	<u>AMOUNT</u>	<u>CUMULATIVE</u>
		(In Millions)	
CLIN 0001	Current Obligations (Jun 99)		\$440,100

000496

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

CONTRACT ID CODE: V  
 PAGE OF PAGES: 1 | 3

AMENDMENT/MODIFICATION NO: 00048  
 3. EFFECTIVE DATE: 28-AUG-2000  
 4. REQUISITION/PURCHASE REQ. NO.:  
 5. PROJECT NO. (If applicable):

6. ISSUED BY: [REDACTED] CODE: W31RPD  
 7. ADMINISTERED BY (If other than item 6): DEFENSE LOGISTICS AGENCY, P.O. BOX 688  
 CODE: 57206A (b)(6)

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code):  
 RAYTHEON COMPANY  
 180 HARTWELL ROAD  
 BEDFORD MA 01730-0000  
 9A. AMENDMENT OF SOLICITATION NO.:  
 9B. DATED (SEE ITEM 11):  
 X 10A. MOD. OF CONTRACT/ORDER NO. DAS068-88-C-0001  
 X 10B. DATED (SEE ITEM 13): 30-Jan-1998

CODE: 04164 FACILITY CODE:

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS  
 The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offer  is extended.  is not extended.  
 Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation, or as amended by one of the following methods:  
 (a) By completing items 8 and 15, and returning \_\_\_\_\_ copies of the document. (b) By return teletype (except for amendments on such copy of the offer submitted as (c) by separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN THE REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided such telegram or letter makes reference to the solicitation and the amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)  
 See Schedule

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS.  
 IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.  
 B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).  
 X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:  
 H-3 Options and FAR 43.103(a)  
 D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor  is not,  is required to sign this document and return \_\_\_\_\_ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
 Order No.: ER00731900-01  
 See Page 2

16A. [REDACTED] SIGNED: [Signature]  
 16B. [REDACTED] SIGNED: [Signature]  
 (Rev. 10-83) (b)(6)

APPROVED BY OIRM 11-84 Prescribed by GSA FAR (48 CFR) 53.243

000497

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

Whereas, pursuant to Section H – Special Contract Requirements, Paragraph H-3. Options, the government elects to exercise a portion of Option CLIN 0009, and

Whereas, funding in the amount of \$45,000 is provided [redacted] Surge Option Subclin 0009AB, and (b)(4)

NOW, THEREFORE, the contract is modified as follows:

1. The contract is hereby modified to [redacted] Subclin 0009AB in the amount of \$45,000. Standard Form 26, Block 15G, is increased by \$45,000 from \$145,889,422 to \$145,934,422. (b)(4)

2. Section B, Paragraph B-1, CLIN 0009 is modified to reflect the exercise of 400 hours in the amount of \$45,000 by decreasing Subclin 0009AA – Available [redacted] amount \$20,468,700 and increasing Subclin 0009AB – Exercised with R&D funds to: [redacted] amount \$330,000. (b)(4)

3. Section G, Paragraph G-5. ACCOUNTING AND APPROPRIATION DATA, is modified to add the following:

Subclin 0009AB:

ACRN: AL  
ACCT CLASS: 2102040 36 9618 P172419E55 255Y ER0D731900 S01021 ER0D731900/0HHLE/H  
ORDER NO.: ER0D731900-01  
FUNDED AMT: \$45,000 (Modification P00049)

4. Section G, Paragraph G-6. IMPLEMENTATION OF THE RELATIONSHIP OF THE LIMITATION OF FUNDS (LOF) CLAUSE TO FEE OBLIGATIONS, is modified to add the following:

Subclin 0009AB:

	PRIOR	THIS MODIFICATION	CUMULATIVE AMOUNT
(1) Amount Required for Full Funding, Including Fee(s):	\$285,000 NTE*	\$45,000 NTE *	\$330,000 NTE*
(2) Amount Allotted under the LOF Clause for Payment of Costs:	TBD	TBD	TBD
(3) Amount Separately Obligated for Payment Of Fee:	TBD	TBD	TBD
(4) Total Amount Allotted and Obligated:	\$285,000 NTE*	\$45,000 NTE*	TBD
(5) Net Amount Required for Full Funding:	- 0 -	- 0 -	- 0 -

\* NOT TO EXCEED SUBJECT TO DOWNWARD NEGOTIATIONS ONLY

000498

5. A portion of the option CLIN 0009 has been exercised at the NTE amount shown in Section B. The contractor agrees to begin promptly negotiating with the Contracting Officer the terms of a definitive contract modification in accordance with the schedule in Modification P00043.

6. The following page substitutions are hereby incorporated into the contract:

**DELETE**

Page 1, Modification P00045  
Page 3B, Modification P00046  
Page 13B, Modification P00045  
Page 14B, Modification P00045  
Page 14C, Modification P00045

**ADD**

Page 1, Modification P00048  
Page 3B, Modification P00048  
Page 13B, Modification P00048  
Page 14B, Modification P00048  
Page 14C, Modification P00048

000499

<b>AWARD/CONTRACT</b>		1. THIS CONTRACT IS A RAISED ORDER UNDER DFAS (15 CFR 350)	ORDER NO.: ER8D705000-01	PAGE OF PAGES 1 29	
TRACT (Proc. Impl. Ident. No.) G60-98-C-0001		3. EFFECTIVE DATE 98 Jan 30	4. ACQUISITION/PURCHASE (ACQ. ST.) ORDER NO.: ER8D705000-01	OBJECT NO.	
OFF BY ARMY SPACE AND MISSILE DEFENSE COMMAND CTR & ACQ MGT OPC, SMDC-CM-CN P.O. BOX 1500, HUNTSVILLE, AL 35807-3801		5. ADMINISTERED BY (If other than item 3) DEFENSE LOGISTICS AGENCY P.O. BOX 928 Hanover, MD 21076		CR #	
7. NAME AND ADDRESS OF CONTRACTOR (No. street, city, county, State and ZIP Code)  RAYTHEON COMPANY dba RAYTHEON SYSTEMS COMPANY 180 HARTWELL ROAD BEDFORD, MA 01730		6. DELIVERY <input type="checkbox"/> FOB ORIGIN <input checked="" type="checkbox"/> OTHER (See below)		8. DISCOUNT FOR PROMPT PAYMENT  NET	
CODE 04164 FACILITY CODE		10. BURET INVOICES (4 copies unless otherwise specified TO THE ADDRESS SHOWN IN:)		ITEM See Section G, Para. G-1	
11. SHIP TO/WARE FOR SEE DISTRIBUTION LIST ATTACHED TO DO FORM 1423		12. PAYMENT WILL BE MADE BY DFAS Columbus Center mailing procedures provided under separate cover			
13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION <input checked="" type="checkbox"/> 10 USC 2306(a) ( 8) <input type="checkbox"/> 41 USC 252(a) ( 1)		14. ACCOUNTING AND APPROPRIATION DATA See Section G-6			
15A. ITEM NO.	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	
See Section B for Items 15A through 15F					
15G. TOTAL AMOUNT OF CONTRACT = \$ 145,934,422					
19. TABLE OF CONTENTS					
SEC.	DESCRIPTION	PAGES	SEC.	DESCRIPTION	PAGES
PART I - REQUISIRE			PART II - CONTRACT CLAUSES		
✓ 1	A SOLICITATION/CONTRACT FORMS	1	✓ 1	CONTRACT CLAUSES	25-46
✓ 2	B SUPPLIES OR SERVICES AND PROLOGISTS	2-7	PART III - LIST OF ENCLOSURES, EXHIBITS AND OTHER ATTACH.		
✓ 3	C DESCRIPTIONS/WORK STATEMENT		✓ 2	J LIST OF ATTACHMENTS	47-62
✓ 4	D FACILITIES AND MARINE	8	PART IV - REPRESENTATIONS AND STATEMENTS		
✓ 5	E INSPECTION AND ACCEPTANCE	9	✓ 3	K REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OPINIONS	
✓ 6	F DELIVERIES OR PERFORMANCE	10-11	✓ 4	L INSTR., CORRELS, AND NOTICES TO OFFERORS	
✓ 7	G CONTRACT ADMINISTRATIVE DATA	12-15	✓ 5	M EVALUATION FACTORS FOR AWARDS	
✓ 8	H SPECIAL CONTRACT REQUIREMENTS	16-24	CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE		
17. <input checked="" type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return to contracting office.) Contractor agrees to furnish and deliver all items or products of the services set forth or otherwise described above and on any modification thereto 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, conditions, certifications, and specifications as are attached or stated 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, as hereby accepted as to the terms listed above and on any modification thereto. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) the award/contract. No further contractual documents is necessary.		
NAME AND TITLE OF OFFER (Type or print)  See Page 1A			20A. NAME OF CONTRACTING OFFICER  See Page 1A		
NAME OF CONTRACTOR  Signature of person authorized to sign		19C. DATE SIGNED	20B. UNITED STATES OF AMERICA  BY _____ Signature of Contracting Officer		20C. DATE SIGNED

000500

<u>CLIN</u>	<u>SUPPLIES OR SERVICES</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>AMOUNT</u>
0009AA	Available Direct Productive Person Hours (DPPH)		See B-10	
0009AB	Exercised DPPH With R&D Funds		See B-10	

(b)(4)

000501

ACRN: AH  
CUMULATIVE AMOUNT: \$700,000  
ACCT CLASS: 9700400.2501 5Q-5Q07 P40770643873.3155 2514 S01021  
4N0551034N/04N551/4N  
ORDER NO/PRON: 4N-0-55103-4N-01 FUNDED AMT: \$700,000 (P00041)

CLIN 0009

(a) Subclin 0009AB

ACRN: AJ  
CUMULATIVE AMOUNT: \$200,000  
ACCT CLASS: 5703600 290 4750 674478 28060F 503000 F78100  
REF: NACXXX00680104  
ORDER NO/PRON: NACXXX00680104-01 FUNDED AMT: \$200,000 (P00043)

ACRN: AK  
CUMULATIVE AMOUNT: \$85,000  
ACCT CLASS: 9700400 2520 0603173C 2564 [REDACTED] 0101129881 012123  
REF: [REDACTED] 0101129881  
ORDER NO/PRON: [REDACTED] 0101129881-2 FUNDED AMT: \$50,000 (P00043)  
[REDACTED] 0101129881-03 FUNDED AMT: \$35,000 (P00045)

(b)(3)  
(A)  
(i)&Title  
10 Sec  
130 (a)  
(b)

ACRN: AL  
CUMULATIVE AMOUNT: \$45,000  
ACCT CLASS: 2102040 36 9618 P172419E55 255Y ER0D731900 S01021  
ER0D731900/0HHJLE/H  
ORDER NO/PRON: ER0D731900-01 FUNDED AMT: \$45,000 (P00048)

000502

SUBCLIN 0007AB

- (1) Amount Required for Full Funding, Including Fee(s): \$ 10,868,600\*
- (2) Amount Allotted Under the LOF Clause for Payment of Costs: \$ \_\_\_\_\_ -0-
- (3) Amount Separately Obligated for Payment of Target Fee: \$ \_\_\_\_\_ -0-
- (4) Total Amount Allotted and Obligated: \$ \_\_\_\_\_ -0-
- (5) Net Amount Required for Full Funding: \$ 10,868,600\*
- (6) Estimated Period of Performance the Allotted Amount Will Cover:

SUBCLIN 0007AC

- (1) Amount Required for Full Funding, Including Fee(s): \$ 61,868,600\*
- (2) Amount Allotted Under the LOF Clause for Payment of Costs: \$ \_\_\_\_\_ -0-
- (3) Amount Separately Obligated for Payment of Target Fee: \$ \_\_\_\_\_ -0-
- (4) Total Amount Allotted and Obligated: \$ \_\_\_\_\_ -0-
- (5) Net Amount Required for Full Funding: \$ 61,868,600\*
- (6) Estimated Period of Performance the Allotted Amount Will Cover:

c. CLINs 0009 and 0010:

SUBCLIN 0009AA:

- (1) Amount Required for Full Funding, Including Fee(s): \$ 20,468,700\*
- (2) Amount Allotted Under the LOF Clause for Payment of Costs: \$ \_\_\_\_\_ -0-
- (3) Amount Separately Obligated for Payment of Fee: \$ \_\_\_\_\_ -0-
- (4) Total Amount Allotted and Obligated: \$ \_\_\_\_\_ -0-
- (5) Net Amount Required for Full Funding: \$ 20,468,700\*
- (6) Estimated Period of Performance the Allotted Amount Will Cover:

**\*NOT-TO-EXCEED (NTE)**

000503

SUBCLIN 0009AD:

(1) Amount Required for Full Funding, Including Fee(s):	\$ <u>330,000*</u>
(2) Amount Allotted Under the LOF Clause for Payment of Costs:	\$ _____ -0-
(3) Amount Separately Obligated for Payment of Fee:	\$ _____ -0-
(4) Total Amount Allotted and Obligated:	\$ _____ -0-
(5) Net Amount Required for Full Funding:	\$ <u>330,000*</u>
(6) Estimated Period of Performance the Allotted Amount Will Cover.	

\*NOT-TO-EXCEED (NTE)

000504

2. AMENDMENT/MODIFICATION NO P00049	3. EFFECTIVE DATE 25-Oct-2000	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
ISSUED BY ARMY SPACE AND MISSILE DEFENSE COMMAND PO BOX 1500 HUNTSVILLE, AL 35807-3801	CODE W31RPD	7. ADMINISTERED BY (If other than item 6) DCM TYNGSBORO PO BOX 888 TYNGSBORO, MA 01879	CODE NONE (b)(6)

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) RAYTHEON COMPANY 180 HARTWELL ROAD BEDFORD MA 01730-0000 CODE 04164	9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED (SEE ITEM 11)
	X 10A. MOD OF CONTRACT/ORDER NO DASG60-98-C-0001
	X 10B. DATED (SEE ITEM 13) 30-Jan-1998
FACILITY CODE	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer  is extended.  is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:  
 (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the document; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN THE REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A

B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B). THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

X D. OTHER (Specify type of modification and authority)  
UNILATERAL: Contract Clause No. 71, "Limitation of Funds"

E. IMPORTANT: Contractor  is not,  is required to sign this document and return \_\_\_\_\_ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
Order No.: ER1D730100-01  
See Page 2

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

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) (b)(6)
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED 25-Oct-2000
(Signature of person authorized to sign)	(Signature of Contracting Officer)

000505

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

Whereas, pursuant to the contract clause, "Limitation of Funds," the government elects to add an increment of funds to CLINs 0003 and 0004 of the contract, and

NOW, THEREFORE, the contract is modified as follows:

1. Paragraph G-5. ACCOUNTING AND APPROPRIATION DATA. is modified as follows:

CLINs 0003 and 0004:

ACRN: AM  
ACCT CLASS: 2112040 36 9618 P172419E55 255Y ER1D730100 S01021 ER1D730100/IHHJLE/H  
ORDER NO.: ER1D730100-01 Funded Amt: \$12,750,000 Modification P00049

2. Paragraph G-6. IMPLEMENTATION OF AND EXPLANATION OF THE RELATIONSHIP OF THE LIMITATION OF FUNDS (LOF) CLAUSE TO FEE OBLIGATIONS, is modified as follows:

CLINs 0003 and 0004:

	PRIOR	THIS MODIFICATION	CUMULATIVE TOTAL
(1) Amount Required for Full Funding, Including Fee(s):	\$145,166,476	- 0-	\$145,166,476
(2) Amount Allotted under the LOF Clause for Payment of Target Costs:	(b)(4)		
(3) Amount Separately Obligated for Payment of Target Fee:	(b)(4)		
(4) Total Amount Allotted and Obligated:	\$ 48,823,622	\$12,750,000	\$ 61,573,622
(5) Net Amount Required for Full Funding:	\$ 96,342,854	(\$12,750,000)	\$ 83,592,854
(6) Estimated Period of Performance the Allotted Amount will cover:		01 Jun 01	

3. The following page substitutions are hereby incorporated into the contract:

DELETE	ADD
Page 13B, Modification P00048	Page 13B, Modification P00049
Page 14, Modification P00047	Page 14, Modification P00049
Page 21, Modification P00047	Page 21, Modification P00049

000506

ACRN: AH  
CUMULATIVE AMOUNT: \$700,000  
ACCT CLASS: 9700400.2501 5Q-5Q07 P40770643873.3155 2514 S01021  
4N0551034N/04N551/4N  
ORDER NO/PRON: 4N-0-55103-4N-01 FUNDED AMT: \$700,000 (P00041)

ACRN: AM  
CUMULATIVE AMOUNT: \$12,750,000  
ACCT CLASS: 2112040 36 9618 P172419E55 255Y ER1D730100 S01021  
ER1D730100/1HHJLE/H  
ORDER NO: ER1D730100-01 FUNDED AMT: \$12,750,000 (P00049)

CLIN 0009

(a) Subclin 0009AB

ACRN: AJ  
CUMULATIVE AMOUNT: \$200,000  
ACCT CLASS: 5703600 290 4750 674478 28060F 503000 F78100  
REF: NACXXX00680104  
ORDER NO/PRON: NACXXX00680104-01 FUNDED AMT: \$200,000 (P00043)

ACRN: AK  
CUMULATIVE AMOUNT: \$85,000  
ACCT CLASS: 9700400.2520 0603173C 2564 [REDACTED] 0101129881 012123  
REF: [REDACTED] 0101129881  
ORDER NO/PRON: [REDACTED] 0101129881-2 FUNDED AMT: \$50,000 (P00043)  
[REDACTED] 0101129881-03 FUNDED AMT: \$35,000 (P00045)

(b)(3)(A)  
(i)&Title 10  
Sec 130 (a)(b)

ACRN: AL  
CUMULATIVE AMOUNT: \$45,000  
ACCT CLASS: 2102040 36 9618 P172419E55 255Y ER0D731900 S01021  
ER0D731900/0HHJLE/H  
ORDER NO/PRON: ER0D731900-01 FUNDED AMT: \$45,000 (P00048)

000507

G-6. IMPLEMENTATION OF AND EXPLANATION OF THE RELATIONSHIP OF THE LIMITATION OF FUNDS (LOF) CLAUSE TO FEE OBLIGATIONS: The amount of funds estimated to be required for full performance, including fee(s); the amount of funds allotted pursuant to the Contract Clause hereof entitled, Limitations of Funds; the amount of funds currently obligated for fee; and the estimated period of performance covered by the funds allotted are set forth below. Amounts obligated for fee are separate from and are not to be commingled with the amounts allotted for costs and are not available to the contractor to cover costs in excess of those allotted to the contract for cost.

a. CLINs 0001 and 0002:

- (1) Amount Required for Full Funding: \$ 437,946
- (2) Amount Allotted Under the LOF Clause for Payment of Costs: [REDACTED] (b)(4)
- (3) Total Amount Allotted and Obligated: \$ 440,100
- (4) Net Amount Required for Full Funding: (\$ 2,154)
- (5) Estimated Period of Performance the Allotted Amount Will Cover: 30 Sep 99

b. CLINs 0003 and 0004:

- (1) Amount Required for Full Funding, Including Fee(s): \$145,166,476
- (2) Amount Allotted Under the LOF Clause for Payment of Target Costs: [REDACTED] (b)(4)
- (3) Amount Separately Obligated for Payment of Target Fee: [REDACTED]
- (4) Total Amount Allotted and Obligated: \$ 61,573,622
- (5) Net Amount Required for Full Funding: \$ 83,592,854
- (6) Estimated Period of Performance the Allotted Amount Will Cover: 01 Jun 01

c. CLINs 0005 and 0006:

SUBCLIN 0005AA

- (1) Amount Required for Full Funding, Including Fee(s): \$164,011,800\*
- (2) Amount Allotted Under the LOF Clause for Payment of Costs: \$ -0-
- (3) Amount Separately Obligated for Payment of Target Fee: \$ -0-
- (4) Total Amount Allotted and Obligated: \$ -0-
- (5) Net Amount Required for Full Funding: \$164,011,800\*
- (6) Estimated Period of Performance the Allotted Amount Will Cover:

\*NOT-TO-EXCEED (NTE)

000508

(b)(3)(A)  
(i)&Title  
10 Sec 130  
(a)(b)

H-8 GOVERNMENT-FURNISHED FUELS PROVIDED

Fuels as identified below will be provided through [redacted] in accordance with the clause of this contract entitled Government Property (Cost-Reimbursement, Time and Material, or Labor-Hour Contracts). From time to time the contractor may order with the supplier for partial deliveries of fuel. To assist the Contracting Officer in maintaining accountability of total orders, the contractor shall notify the Contracting Officer when fuels ordered exceed 85 percent of the amount specified below. This is requested for each fuels type listed. The contractor will be financially responsible for orders for fuels in excess of the amount stipulated below:

NOMENCLATURE	NATIONAL STOCK NO. (NSN)	UNIT OF ISSUE	QUANTITY AUTHORIZED AS GFP
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H-9. DESIGN SENSITIVITY TO COST (COST AS AN INDEPENDENT VARIABLE): The contractor may propose changes to the proposed design conforming to cost as an independent variable (CAIV). Those changes which do not alter the Aerostat Performance Specification (APS) may be implemented by the contractor 10 working days after notice of intent specifying the changes is provided to the government. Changes which alter the APS by reducing the requirements may only be undertaken without an equitable reduction in the estimated cost and schedule of the contract if the contractor demonstrates 1) a comparable gain in other performance requirements, 2) such changes are acceptable to the government, and 3) the change does not alter the overall estimated cost of the program. In no event, however, shall the contractor propose to reduce or alter the requirements of paragraph A.2 of Appendix A of the APS.

H-10. INCREMENTAL FUNDING OF THE CONTRACT:

a. It is expected that allotments within each fiscal year will be made on an incremental basis in accordance with the LIMITATION OF FUNDS clause.

b. Pursuant to the Limitation of Funds clause, the sum of \$440,100 is presently allotted to CLIN 0001 and available for payment to cover the work to be performed hereunder until 30 Sep 99. The amount of [redacted] is obligated for Potential Fee for a total amount of [redacted] for CLIN 0001. (b)(4)

c. Pursuant to the LIMITATION OF FUNDS clause, the sum of \$56,535,725 is presently allotted to CLIN 0003 and available for payment to cover the work to be performed hereunder until 01 Jun 01. The amount of [redacted] is obligated for Potential Fee (if applicable), for a total amount of [redacted] for CLIN 0003. It is anticipated that funds will be allotted and obligated (combined amounts for Cost and Potential Fee) as follows:

(b)(4)

	<u>PLANNED DATE OF FUNDING</u>	<u>AMOUNT</u>	<u>CUMULATIVE</u>
		(In Millions)	
CLIN 0001	Current Obligations (Jun 99)		\$440,100

000509

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

AMENDMENT/MODIFICATION NO: P00050 EFFECTIVE DATE: 13-DEC-00 REQUISITION/PURCHASE REF NO: PROJECT NO. (if applicable):

ISSUED BY: US ARMY SPACE AND MISSILE DEFENSE COMMAND PO BOX 500 HUNTSVILLE, AL 35807-3601 CUIX: W31RPO ADMINISTERED BY: DCM TYNGSBORO PO BOX 688 TYNGSBORO, MA 01879 CODE: NONE (b)(6)

NAME AND ADDRESS OF CONTRACTOR: RAYTHEON COMPANY 180 HARTWELL ROAD BEDFORD MA 01730-0000 FACILITY CODE: 08164

AMENDMENT OF SOLICITATION NO: 9A DATED (SEE ITEM 11): 9B MOD OF CONTRACT/ORDER NO: DASG60-98-C-0001 10B DATE: 30-Jan-1998

THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS. The above numbered solicitation is amended as set forth in item 14. The form and date specified for receipt of Offer is cancelled. is not amended.

ACCOUNTING AND APPROPRIATION DATA (if required)

THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS IF MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14. CHANGES CHANGE ORDERS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

IF THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in pricing, office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.104(D)

THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF FAR 52.243-2, "Changes - Cost-Reimbursement Alternative V"

OTHER (Specify type of modification and authority)

IMPORTANT: Contractor is not required to sign this document and return copies to the issuing office.

DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by LCH action numbers, including solicitation or contract subject matter where available) Order no: P00050 See Page 2

15A NAME AND DATE SIGNED: 12/18/00 15B NAME AND DATE SIGNED: 13 Dec (b)(6)

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

Whereas, pursuant to FAR 52.243-2, "Changes – Cost-Reimbursement Alternate V," the government elects to change the contract as reflected herein, and

NOW, THEREFORE, the contract is changed as follows:

1. Section B- SUPPLIES OR SERVICES AND PRICES/COSTS: Paragraph B-1. Line Item Description of the contract is changed to delete the Contract Line Item Number (CLIN) structure in the contract and replace it with the CLIN structure shown below:

B-1. LINE ITEM DESCRIPTION: In accordance with this contract, the contractor, independently and not as an agent of the Government, shall provide all necessary materials, labor, equipment, and facilities, except as specified herein to be furnished by the Government, and shall do all that which is necessary or incident to the satisfactory and timely performance of the following Contract Line Item Number (CLIN):

<u>CLIN</u>	<u>SUPPLIES OR SERVICES</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>AMOUNT</u>
	<b>BASIC</b>			
0001	Risk Mitigation - Statement of Work SW-JLENS-16-97, dated 16 Nov 00, Rev 2, titled "JLENS Program", incorporated herein and attached as set forth in Part III, Section J, hereof. Paragraphs for Risk Mitigation in said SOW and the contractor's Risk Mitigation Approach attached to this contract as Attachment A6.	1	Task	\$ 437,946
0002	Contract Data Requirements List (CDRL), DD Form 1423, Exhibit A, consisting of Exhibit Line Item Nos. A001, A002, A004, A006, A008, A015, A019 and A020 incorporated herein and attached as set forth in Part III, Section J, hereof.	1	Lot	Not Separately Priced
0003	Program Definition and Risk Reduction (PDRR) and PTIR Block 1: Design, Development, Fabrication, Integration, and Test - Statement of Work SW-JLENS-16-97, dated 16 Nov 00, Rev 2, titled "JLENS Program", incorporated herein and attached as set forth in Part III, Section J, hereof. Paragraphs 1.1, 1.2, 1.3, 2.1, 2.2, 2.3, 2.4, 2.5, 2.6, 2.6.2, 2.6.3, 2.9, 3.1, 3.2, 3.3, 3.4, 3.5.1, 3.5.2, 3.5.3, 3.5.4, 3.5.5, 3.5.6, 3.5.7, 3.5.8, 3.6, 3.7, 3.8, 3.9, 3.9.1, 3.9.2, 3.10.1, 3.10.1.1, 3.10.1.2, 4.1, 4.2, 5.1, 5.2, 5.3, 5.4, 5.5, 6.1, 6.1.1, 6.1.2, 6.2, 6.3, 6.4, and 7.0 in said SOW, less CLIN 0005AD.	1	Task	\$ 145,166,476
0004	Contract Data Requirements List (CDRL), DD Form 1423, Exhibit A, consisting of Exhibit Line Item Nos. A001 through A020, incorporated herein and attached as set forth in Part III, Section J, hereof.	1	Lot	Not Separately Priced

000511

**OPTION I**

0005	PTIR Demonstration - Statement of Work SW-JLENS-16-97, dated 16 Nov 00, Rev 2, titled "JLENS Program", incorporated herein and attached as set forth in Part III, Section J, hereof. Paragraphs 1.1, 1.2, 1.3, 2.1, 2.2, 2.3, 2.4, 2.5, 2.6, 2.6.2, 2.6.3, 2.9, 3.1, 3.2, 3.3, 3.4, 3.5.1, 3.5.2, 3.5.3, 3.5.4, 3.5.5, 3.5.6, 3.5.7, 3.5.8, 3.6, 3.7, 3.8, 3.9, 3.9.1, 3.9.2, 3.10.1, 3.10.1.1, 3.10.1.2, 4.1, 4.2, 5.1, 5.2, 5.3, 5.4, 5.5, 5.6, 6.1, 6.1.1, 6.1.2, 6.2, 6.3, 6.4, and 7.0 in said SOW.	1	<u>Task</u>	\$164,011,800 NTE*
	0005AA PTIR Demonstration		<u>Task</u>	
	0005AB Mobile Mooring Station	1		\$ 16,934,000 NTE*
	0005AC Leave Behind Capability including Ground Support Equipment	1	Task	\$ 33,303,900 NTE*
	0005AD Communication Payload and Processing Station	1	Task	TBD**
0006	Contract Data Requirements List (CDRL), DD Form 1423, Exhibit A, consisting of Exhibit Line Item Nos. A001 through A020, incorporated herein and attached as set forth in Part III, Section J, hereof.	1	Lot	Not Separately Priced

**OPTION II**

0007	SuR Block 2: Design, Development, Fabrication, Integration, Test & Demonstration - Statement of Work SW-JLENS-16-97, dated 16 Nov 00, Rev 2, titled "JLENS Program", incorporated herein and attached as set forth in Part III, Section J, hereof. Paragraphs 1.1, 1.2, 1.3, 2.1, 2.2, 2.3, 2.4, 2.5, 2.6, 2.6.2, 2.6.3, 2.9, 3.1, 3.2, 3.3, 3.4, 3.5.1, 3.5.2, 3.5.3, 3.5.4, 3.5.5, 3.5.6, 3.5.7, 3.5.8, 3.6, 3.7, 3.8, 3.9, 3.9.1, 3.9.2, 3.10.1, 3.10.1.1, 3.10.1.2, 4.1, 4.2, 5.1, 5.2, 5.3, 5.4, 5.5, 5.6, 6.1, 6.1.1, 6.1.2, 6.2, 6.3, 6.4, and 7.0 in said SOW.	1	Task	\$185,932,600 NTE*
	0007AA SuR Block 2: Design, Development, Fabrication, Integration, Test	1	Task	\$ 10,868,600 NTE*
	0007AB Mobile Mooring Station	1	Task	\$ 61,868,600 NTE
	0007AC Leave Behind Capability including Ground Support Equipment			

TBD\*\*\*

000512

	0007AD SuR Risk Mitigation	1	Task	
0008	Contract Data Requirements List (CDRL), DD Form 1423, Exhibit A, consisting of Exhibit Line Item Nos. A001 through A020, incorporated herein and attached as set forth in Part III, Section J, hereof.	1	Lot	Not Separately Priced
	<b>OPTION III</b>			
0009	Component Demonstrations/Exercises - Statement of Work SW-JLENS-16-97, dated 16 Nov 00, Rev 2, titled "JLENS Program", incorporated herein and attached as set forth in Part III, Section J, hereof. Paragraphs 1.1, 1.2, 1.3, 2.1, 2.2, 2.3, 2.4, 2.5, 2.6, 2.6.1, 2.9, 3.1, 3.4, 3.5.1, 3.5.6, 3.5.7, 3.5.8, 3.6, 3.7, 3.8, 3.9.2, 4.1, 4.2, 5.1, 5.2, 5.4, 5.5, 5.6, 6.1, 6.1.1, 6.1.2, 6.2, 6.3, 6.4, and 7.0 in said SOW.		See B-10	\$ 20,798,700 NTE*
0010	Contract Data Requirements List (CDRL), DD Form 1423, Exhibit A, consisting of Exhibit Line Item Nos. A001, A002, A006, A010, A0012, A0014, A015, A016, A017, A018, A019, A020 and A021 incorporated herein and attached as set forth in Part III, Section J, hereof.	1	Lot	Not Separately Priced
	<b>OPTION IV</b>			
0011	Operations & Sustainment – Statement of Work SW-JLENS-16-97, dated 16 Nov 00, Rev 2, titled "JLENS Demonstration Program", incorporated herein and attached as set forth in Part III, Section J, hereof. Paragraphs 1.1, 1.2, 1.3, 2.1, 2.2, 2.3, 2.4, 2.5, 2.6.1, 2.6.2, 2.6.3, 2.9, 3.1, 3.2, 3.4, 3.5.1, 3.5.6, 3.5.7, 3.5.8, 3.6, 3.7, 3.8, 3.9.2, 5.6, 6.1, 6.1.1, 6.1.2, 6.2, 6.3, 6.4, 7.0, and 8.0 in said Scope of Work.	1	Task	\$ 41,558,000 NTE*
0012	Contract Data Requirements List (CDRL), DD Form 1423, Exhibit B, consisting of Exhibit Line Item Nos. B001 through B010, incorporated herein and attached as set forth in Part III, Section J, hereof.	1	Lot	Not Separately Priced

\*Not-to-Exceed (NTE) subject to downward negotiations only.

\*\*TBD – To Be Determined upon submission of the contractor's proposal.

All amounts, except CLINs 0001 and 0002, are subject to an equitable adjustment in accordance with the changes clause.

2. SECTION F – DELIVERIES OR PERFORMANCE, is changed as follows:

a. Paragraph F-1. COMPLETION OF REQUIREMENT; is modified to delete the subparagraph a. through f. and replace with the following subparagraphs:

000513

- a. The contractor shall complete the task required by CLIN 0001 and complete delivery of all data and reports required by CLIN 0002 by 30 Aug 99.
- b. The contractor shall complete the task required by CLIN 0003 and complete delivery of all data and reports required by CLIN 0004 by 30 Sep 05.
- c. The contractor shall complete the task required by CLIN 0005 and complete delivery of all data and reports required by CLIN 0006 by 30 Sep 05 for each Subclin, if exercised.
- d. The contractor shall complete the task required by CLIN 0007 and complete delivery of all data and reports required by CLIN 0008 by 30 Sep 07 for each Subclin, if exercised.
- e. The contractor shall provide all level of effort, data and reports required by CLINs 0009 and 0010 by 30 Sep 05.
- f. The contractor shall complete the task required by CLIN 0011 and complete delivery of all data and reports required by CLIN 0012 by 30 Sep 07.

b. Paragraph F-5. MILESTONE EVENTS AND PERFORMANCE PERIOD: for CLIN 0003 and subsequent CLINs are deleted and replaced with the following:

MILESTONE EVENT	TIME PERIOD	
<u>CLIN 0003 - PDRR</u>		
[REDACTED]	Second Quarter FY 00	(b)(3)(A)(i)&Title 10 Sec 130 (a)(b)
PTIR Block 1 CDR	Fourth Quarter FY 01	
PTIR Block 1 Software	Third Quarter FY 02	
Tether Test	First Quarter FY 03	
SIL Test and Check-Out	Fourth Quarter FY 04	
PTIR Near Field Range Test	First Quarter FY 04	
PTIR Elevated Tracking Test	First Quarter FY 05	
PTIR Pelham Tracking Test	Third Quarter FY 05	
PDRR System and SIL Complete	Fourth Quarter FY 05	
<u>CLIN 0005</u>		
SUBCLIN 0005AA		
[REDACTED]	Second Quarter FY 05	(b)(3)(A)(i)&Title 10 Sec 130 (a)(b)
PDRR System Delivery	Fourth Quarter FY 05	130 (a)(b)

SUBCLIN 005AB

000514

Mobile Mooring Station Preliminary Design Review	Second Quarter FY 04
Mobile Mooring Station Critical Design Review	Third Quarter FY 05
Mobile Mooring Station Delivery	Fourth Quarter FY 05
SUBCLIN 0005AC - PTIR	
Leave Behind Capability including GSE	Fourth Quarter FY 05

CLIN 0007

SUBCLIN 0007AA - SuR

SuR Preliminary Design Review	Third Quarter FY 05
SuR Critical Design Review	Second Quarter FY 06
	Fourth Quarter FY 06
SuR Delivery	Fourth Quarter FY 07

(b)(7)(E)

SUBCLIN 0007AB - SuR

Mobile Mooring Station Delivery	Fourth Quarter FY 07
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SUBCLIN 0007AC - SuR

Leave Behind Capability Including GSE	Fourth Quarter FY 07
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SUBCLIN 0007AD - PDRR

SuR Launch and Recovery	Second Quarter FY 05
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CLIN 0011

Deliver Final Report	Twenty-four Months after exercise of Option
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3. SECTION H - SPECIAL CONTRACT REQUIREMENTS. is changed as follows:

a. Paragraph H-3. OPTIONS is modified to read as follows:

The options CLINs stipulated in the contract may be exercised at the unilateral option of the government. The exercise of the option CLIN shall be by written notice provided to the contractor by the Contracting officer not later than the dates shown below provided preliminary notice is given by the government thirty (30) days prior to option exercise. The contractor shall incur no costs chargeable to any option CLIN until the Contracting Officer has provided written notification that the option CLIN has been exercised. The option CLIN may be exercised individually and the exercise of an option will include its attendant data item CLIN.

OPTION

DATE

CLINs 0005 and 0006 (Option D)

000515

0005AA	NLT 30 Dec 01
0005AB	NLT 30 Dec 02
0005AC	NLT 30 Jun 03
0005AD	NLT 15 May 02
CLINs 0007 and 0008 (Option II)	
0007AA	NLT 30 Nov 01
0007AB	NT 30 Nov 02
0007AC	NLT 30 Jun 03
0007AD	NLT 1 Dec 01
CLINs 0009 and 0010 (Option III)	NLT 30 Sep 05
CLINs 00011 and 0012 (Option IV)	NLT 30 Dec 05

CLIN 0009 – At the unilateral option of the government, CLIN 0009 may be exercised incrementally or totally at any time during the period of performance of the contract, up to the amount set forth in Section B of the contract. The CPFF unit price per DPPH (TBD) will be used to exercise CLIN 0009, if it is exercised incrementally

In the event the contractor fails to complete the milestones required by F-5 of the contract for CLIN 0003, the government may postpone the exercise of the option for CLINs 0005/0006 without increase in the estimated cost and fee. In the event the contractor fails to complete the milestones required by F-5 of the contractor for CLIN 0005, the government may postpone the exercise of the option for CLINs 0007/0008 without increase in the estimated cost and fee. In the event the contractor fails to complete the milestones required by F-5 of the contract of CLIN 0005 and/or CLIN 0007, the government may postpone the exercise of the option for CLINs 0011/0012 without increase in the estimated cost and fee.

Subclin 0005AA and Subclin 0005AB may be exercised individually. Subclin 0005AC may only be exercised if Subclin 0005AA and Subclin 0005AB have been exercised. Subclin 0005AD must be exercised before or concurrently with the exercise of Subclin 0005AA and Subclin 0005AB. Subclin 0007AA and Subclin 0007AB may be exercised individually. Subclin 0007AC may only be exercised if subclin 0007AA have been exercised.

b. Paragraph H-10. INCREMENTAL FUNDING OF THE CONTRACT, paragraph c. CLIN 0003 is changed as follows:

	PLANNED DATE OF FUNDING	AMOUNT (in millions)	CUMULATIVE
CLIN 0003	Current Obligations (Oct 99)		\$31,431,222
	FY 00	\$16.000	
	FY 01	\$17.000	
	FY 02	\$20.500	
	FY 03	\$20.500	
	FY 04	\$25.400	
	FY 05	\$25.400	

4. Section J – List of Attachments is changed as shown below:

<u>TITLE</u>	<u>DATE</u>	<u># OF PAGES</u>
Contract Security Classification Specification (DD Form 254-E) Rev 3	28 Aug 00	6

000516

Scope of Work SW-JLENS-16-97, "JLENS Program," Rev 2 With Attachment A	16 Nov 00 16 Nov 00	12 2
Contract Data Requirements List (DD Form 1423) Exhibits A, B, and C, with Distribution List & Data Item Nos. A001, A008, A011, A013, A018 & A021	12 Oct 99 1 Sep 00	29 6
Joint Aerostat Project Management Office Aerostat Development Program Security Classification Guide incorporated by reference and previously Furnished	7 Jul 00	32

[REDACTED]

[REDACTED]

[REDACTED]

(b)(7)(E)

[REDACTED]

[REDACTED]

[REDACTED]

(b)(3)(A)  
(i)&Title 10  
Sec 130 (a)  
(b)

6. The contractor shall redirect the effort in conformance with the contract as changed herein and submit a proposal for these changes within thirty (30) days that includes the program plan stated as end-products, technical requirements, for the PTIR to be provided under CLIN 0003 and the additional PTIR requirements to be provided under CLIN 0005AD rendering the PTIR in full compliance with the Performance Requirements Document for the PTIR.

7. Slipsheet pages to the contract will be provided upon definitization of the change order

000517

**U.S. ARMY SPACE AND MISSILE  
DEFENSE COMMAND (SMDC)  
JOINT LAND ATTACK CRUISE MISSILE  
DEFENSE ELEVATED NETTED SENSOR  
SYSTEM (JLENS) PROJECT OFFICE**

**JLENS PROGRAM**

**SW-JLENS-16-97**

**DASG60-98-C-0001**

**STATEMENT OF WORK**

16 Nov 00

Rev 2

000518

## 1.0 INTRODUCTION

### 1.1 Objective

The JLENS Program has three primary objectives: 1) mitigation of the risk associated with the execution of the program, 2) design, development, fabrication, integration, test, demonstration, and maintenance of a system which meets the JLENS performance requirements, and (3) provide an operational "leave behind" system. (3, 5, 7, 9, 11)

### 1.2 Scope

This Statement of Work (SOW) defines the requirements for a JLENS Program. Technical requirements are contained in the JLENS Performance Specification (JPS). The JLENS Program is composed of three segments: 1) Risk Mitigation (RM); 2) Design, Development, Demonstration, and Test (DDD&T) (Block Approach- Attachment A included for information only); and 3) Operations and Sustainment (O&S). The contractor shall design, develop, procure, fabricate, integrate, test, demonstrate, operate, and maintain a system that meets the requirements of this SOW and the JPS. (3, 5, 7, 9, 11)

### 1.3 Integrated Product Teams (IPTs)

The JLENS system shall be developed using a partnership between the government and industry. The IPTs shall be the basis of this partnership. The contractor shall implement IPTs as an integral part of the JLENS Program. The contractor shall be an integral member of government IPT's and the government will be an integral member of contractor IPT's.(3, 5, 7, 9, 11)

## 2.0 PROGRAM MANAGEMENT

### 2.1 General

The contractor shall ensure all activities are controlled, scheduled, monitored, reported, and managed consistent with and supportive of the requirements set forth in this SOW. The contractor shall implement an integrated master approach defining the events, accomplishments, criteria, and associated processes in accordance with (IAW) contract Attachment A1 entitled, "Program Management Approach." (3, 5, 7, 9, 11)

### 2.2 Meetings and Reviews - Contractor Internal

The contractor shall identify, conduct, support, attend, and document reviews, and make assessments by which the degree of completion of technical and programmatic efforts related to major schedule milestones can be made. The contractor shall notify and invite the government to all such contractor and subcontractor reviews in a timely manner. (3, 5, 7, 9, 11)

000519

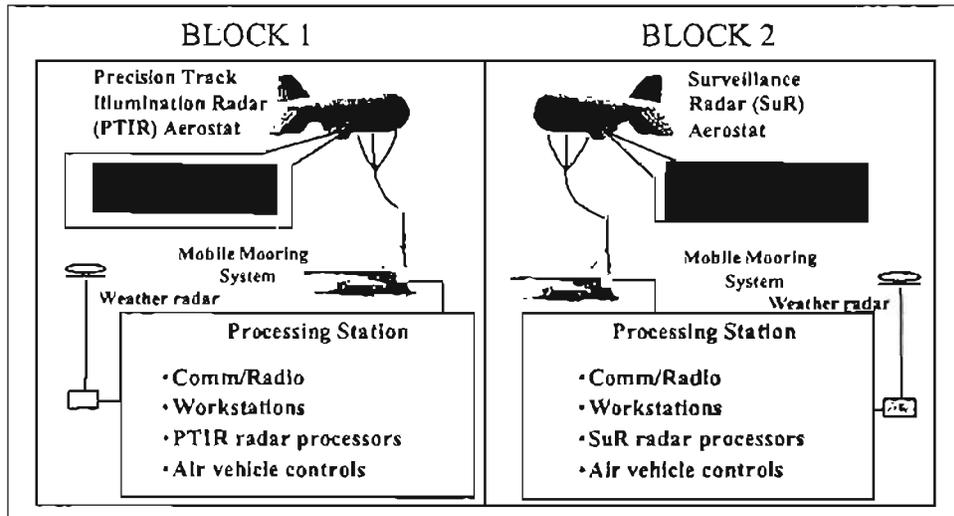
**BLOCK APPROACH**

(This description is Programmatic and is provided for information only.)

**1. Block Program Summary**

Block 1 designs, fabricates, tests, produces, and deploys the PTIR fire control quality radar with sector surveillance capability integrated onto a 71M aerostat along with the processing station and ancillary equipment. Block 2 designs, fabricates, tests, produces, and deploys the wide area surveillance radar integrated into a 71M aerostat, along with the processing station and ancillary equipment. Block 1 and Block 2 configurations together meet the threshold system requirements as defined in the ORD. Block 3 consists of preplanned product improvements (P3I) to develop and incorporate advanced technology into Block 1 and Block 2 and updates the JLENS system to the objective requirements.

**OBJECTIVE SYSTEM**



(b)(3)(A)  
 (i)&Title  
 10 Sec 130  
 (a)(b)

**2. Block 1.**

(CLIN 0003) This portion of the Block 1 JLENS program designs and develops a fire control radar culminating in an elevated tracking test in 2QFY05. The fire control radar will be capable of tracking [REDACTED]. The processing station will be essentially the same configuration used [REDACTED]. The radar will be installed in an existing 71M refurbished aerostat, and

(b)(3)(A)  
 (i)&Title  
 10 Sec  
 130 (a)(b)

000520  
 1

incorporate the new 70kVA tether. The proof of principal system will use the re-locatable mooring system equivalent to that currently emplaced at [REDACTED] (b)(3)(A)  
[REDACTED] (i)&Title  
[REDACTED] Integration and testing under 10 Sec  
the funded program will consist of establishment and validation of the System Integration Laboratory (SIL), ground testing [REDACTED] 130 (a)(b)

(CLIN 0005) This portion of Block 1 completes the PDRR system, funds DT/OT testing with [REDACTED] and develops the upgrades to the processing station to bring it [REDACTED] obtains [REDACTED] designs, develops and demonstrates the mobile mooring system. The Block 1 system for a highly successful, low risk MSII decision by [REDACTED] (b)(3)(A)  
[REDACTED] (i)&Title  
[REDACTED] 10 Sec 130  
In (a)(b)

In addition, the communications payload will be completed [REDACTED]  
[REDACTED] The final PDRR Block 1 configuration will then be evaluated through the SIL hardware in the loop, and with the Joint Distributed Engineering Plant that provides HWIL capabilities with joint weapons and sensors. Finally, testing will be conducted using [REDACTED]

### 3. Block 2.

(CLIN 0007) Block 2 is the wide area SuR portion of the JLENS system. Block 2 designs, fabricates, tests, produces, and deploys the wide area surveillance radar, integrated into a 71-meter aerostat, along with the processing station and mobile mooring system and ancillary equipment. Since all of the Block 2 subsystems will have already been built and tested under the Block 1, the main effort will be on development of technical and operational utility of the radar, and integration and demonstration of the processing station software and hardware unique to the SuR. The Block 2 SuR will be demonstrated with the Block 1 PTIR [REDACTED]

[REDACTED] The new hardware and software will be incorporated into the SIL and testing of the SuR contribution to the SIAP will be evaluated in the joint environment.

### 4. Block 3.

(CLIN TBD) Block 3 consists of technology insertion and overall system upgrades to bring the JLENS system [REDACTED] (b)(3)(A)  
(i)&Title 10  
Sec 130 (a)(b)

000521

**CONTRACT DATA REQUIREMENTS LIST**  
(1 Data Item)

Form Approved  
OMB No. 0704-0188

Public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DO NOT RETURN your form to either of these addresses. Send completed form to Contracting Officer for the Contract/PR No. listed in Block E.

A. CONTRACT LINE ITEM NO. 0004, 0006, 0008, 0010  
B. EXHIBIT A  
C. CATEGORY: TDP \_\_\_\_\_ TM \_\_\_\_\_ OTHER \_\_\_\_\_

D. SYSTEM/ITEM JLENS  
E. CONTRACT/PR NO. DASG60-98-C-0001  
F. CONTRACTOR RAYTHEON

1. DATA ITEM NO. A001  
2. TITLE OF DATA ITEM RECORDS OF MEETING/MINUTES REPORT  
3. SUBTITLE

4. AUTHORITY (Date Acquisition Document No.) DI-ADMN-81505  
5. CONTRACT REFERENCE SOW PARA 2.3, 2.6.2  
8. REQUIRING OFFICE SMDC-AC-J

7. DD 250 REQ LT  
9. DIST STATEMENT REQUIRED  
10. FREQUENCY AS REQUIRED  
11. AS OF DATE  
12. DATE OF FIRST SUBMISSION AS REQUIRED  
13. DATE OF SUBSEQUENT SUBMISSION AS REQUIRED  
14. DISTRIBUTION  
a. ADDRESSEE  
b. COPIES  
Draft Final  
Reg Repro

18. REMARKS  
DEVELOP AND SUBMIT A DETAILED AGENDA 20 WORKING DAYS PRIOR TO THE MEETING DATE. THE AGENDA WILL INCLUDE THE LIST OF EXPECTED GOVERNMENT, CONTRACTOR, SUBCONTRACTOR, AND IPT ATTENDEES.  
PRs: FOUR PROGRAM REVIEWS PER YEAR SHALL BE CONDUCTED ROTATED AMONG THE CONTRACTOR FACILITIES AND THE JLENS PROJECT OFFICE, HUNTSVILLE, AL.  
PMR: PROJECT MANAGER REVIEWS SHALL BE CONDUCTED AT THE REQUEST OF THE GOVERNMENT. THE CONTRACTOR WILL UTILIZE VIDEO TELECONFERENCE (VTC) TO THE MAXIMUM EXTENT POSSIBLE TO CONDUCT PMRs.  
...IT THE MINUTES AND LIST OF ATTENDEES OF EACH MEETING WITHIN 5 WORKING DAYS AFTER MEETING COMPLETION. THE MINUTES SHALL INCLUDE ACTION ITEMS (CONTRACTOR AND GOVERNMENT), THE PERSON RESPONSIBLE, AND REQUIRED COMPLETION DATE.  
CONTRACTOR FORMAT ACCEPTABLE. APPROVAL: G10/C10.  
\*LETTER OF TRANSMITTAL ONLY.  
INTEGRATED BASELINE REVIEW (IBR) OF RESTRUCTURED PROGRAM SHALL BE CONDUCTED 60 TO 90 DAYS AFTER RESTRUCTURE MODIFICATION SIGNED BY PCO.

17. PRICE GROUP  
18. ESTIMATED TOTAL PRICE

(b)(6)

(b)(6)

DATE 1 Sep 00 DATE 1 Sep 00

CONTRACT DATA REQUIREMENTS LIST (1 Data Item)						Form Approved OMB No. 0704-0188			
Public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to Department of Defense, Headquarters Service, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DO NOT RETURN your form to either of these addresses. Send completed form to the Government Issuing Contracting Officer for the Contract/PR No. listed in Block E.									
A. CONTRACT LINE ITEM NO. 0004, 0006, 0008		B. EXHIBIT A		C. CATEGORY: TDP _____ TM _____ OTHER _____					
D. SYSTEM/ITEM JLENS		E. CONTRACT/PR NO. DASG60-98-C-0001		F. CONTRACTOR RAYTHEON					
1. DATA ITEM NO. A008	2. TITLE OF DATA ITEM SYSTEM/SUBSYSTEM DESIGN DESCRIPTION			3. SUBTITLE DESIGN NOTEBOOK					
4. AUTHORITY (Data Acquisition Document No.) DI-IPSC-81432		5. CONTRACT REFERENCE SOW PARA 3.2, 3.3, 4.2		8. REQUIRING OFFICE SMDC-AC-J					
7. DD 250 REQ LT	9. DIST STATEMENT REQUIRED STATEMENT REQUIRED	10. FREQUENCY	12. DATE OF FIRST SUBMISSION 90 DAC MOD	14. DISTRIBUTION					
8. APP CODE N/A	9. DIST STATEMENT REQUIRED STATEMENT REQUIRED	11. AS OF DATE	13. DATE OF SUBSEQUENT SUBMISSION BLK 16	a. ADDRESSEE		b. COPIES			
16. REMARKS UPDATE SUBMISSIONS SHALL BE AT DR(s). THE UPDATES SHALL BE SUBMITTED AS CHANGE PAGES TO THE BASIC DOCUMENT. THE DESIGN NOTEBOOK SHALL BE BASED ON MATERIAL PROVIDED IN THE PROPOSAL. THIS NOTEBOOK SHALL CONSIST OF TWO VOLUMES. VOLUME I SHALL CONTAIN THE KEY ANALYSES AND TRADEOFF STUDIES CONDUCTED TO SUPPORT REQUIREMENTS ALLOCATION, DESIGN AND DESIGN TRADEOFFS. VOLUME II SHALL CONTAIN A DESCRIPTION OF THE SYSTEM ARCHITECTURE THAT IS BEING DEVELOPED AND FABRICATED. THE DESCRIPTION SHALL BE PROVIDED IN THE TERMS OF VISUAL DESCRIPTIONS, PERFORMANCE ESTIMATES, AND PHYSICAL PROPERTIES.  CONTRACTOR FORMAT ACCEPTABLE.  *LETTER OF TRANSMITTAL WHEN POSTED TO THE CONTRACTORS JLENS SERVER.				[REDACTED]		Draft		Final	
						Reg		Repro	
[REDACTED]									

17. PRICE GROUP
18. ESTIMATED TOTAL PRICE

(b)(6)

(b)(6)



**CONTRACT DATA REQUIREMENTS LIST**  
(1 Data Item)

Form Approved  
OMB No. 0704-0188

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A. CONTRACT LINE ITEM NO. 0004, 0006, 0008	B. EXHIBIT A	C. CATEGORY: TOP _____ TM _____ OTHER _____
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D. SYSTEM/ITEM JLENS	E. CONTRACT/PR NO. DASG60-98-C-0001	F. CONTRACTOR RAYTHEON
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1. DATA ITEM NO. A013	2. TITLE OF DATA ITEM SCIENTIFIC AND TECHNICAL REPORTS SUMMARIES	3. SUBTITLE JLENS SYSTEM MODEL
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4. AUTHORITY (Data Acquisition Document No.) DI-MISC-80048	5. CONTRACT REFERENCE SOW PARA 3.9.1	6. REQUIRING OFFICE SMDC-AC-J
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7. DD 250 REQ LT	9. DIST STATEMENT REQUIRED STATEMENT REQUIRED	10. FREQUENCY AS REQUIRED	12. DATE OF FIRST SUBMISSION BLK 16	14. DISTRIBUTION		
8. APP CODE N/A	11. AS OF DATE	13. DATE OF SUBSEQUENT SUBMISSION BLK 16	a. ADDRESSEE		b. COPIES	
					Draft	Final
					Reg	Repro

16. REMARKS  ENGR M&S RESULTS SHALL BE PROVIDED FOR REVIEW AT DR(s).  *LETTER OF TRANSMITTAL WHEN POSTED TO THE CONTRACTOR'S JLENS SERVER.							

17. PRICE GROUP
18. ESTIMATED TOTAL PRICE

DATE	DATE
1 Sep 00	1 Sep 00



**CONTRACT DATA REQUIREMENTS LIST**  
(1 Data Item)

Form Approved  
OMB No. 0704-0188

Public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DO NOT RETURN your form to either of these addresses. Send completed form to Contract Issuing Contracting Officer for the Contract/PR No. listed in Block E.

I. CONTRACT LINE ITEM NO. 0010		B. EXHIBIT A		C. CATEGORY: TDP _____ TM _____ OTHER _____						
D. SYSTEM/ITEM JLENS		E. CONTRACT/PR NO. DASG60-98-C-0001		F. CONTRACTOR RAYTHEON						
1. DATA ITEM NO. A021	2. TITLE OF DATA ITEM FUNDS AND MANHOUR EXPENDITURE REPORT (FMER)		3. SUBTITLE							
4. AUTHORITY (Data Acquisition Document No.) DI-FNCL-80331		5. CONTRACT REFERENCE SOW PARA 2.6.1		6. REQUIRING OFFICE SMDC-AC-J						
7. DD 250 REQ LT	9. DIST STATEMENT REQUIRED	10. FREQUENCY MONTHLY	12. DATE OF FIRST SUBMISSION BLK 16	14. DISTRIBUTION						
8. APP CODE N/A	STATEMENT REQUIRED	11. AS OF DATE	13. DATE OF SUBSEQUENT SUBMISSION BLK 16	b. COPIES						
16. REMARKS  CONTRACTOR SHALL SUBMIT CONCURRENT WITH C/SSR.  ITEM 12: 20 CALENDAR DAYS AFTER CLOSE OF ACCOUNTING MONTH AFTER CONTRACT AWARD.  ITEM 13: 20 DAYS AFTER CLOSE OF ACCOUNTING MONTH.  TAILOR DID: BLOCK 10, PREPARATION INSTRUCTION, 10.3.2, FUNDS EXPENDITURE GRAPH IS NOT REQUIRED.  *LETTER OF TRANSMITTAL ONLY				a. ADDRESSEE						
				<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th colspan="3">b. COPIES</th> </tr> <tr> <td>Draft</td> <td>Final</td> <td></td> </tr> <tr> <td>Reg</td> <td>Repro</td> <td></td> </tr> </table>		b. COPIES			Draft	Final
b. COPIES										
Draft	Final									
Reg	Repro									
18. TOTAL →										

17. PRICE GROUP
18. ESTIMATED TOTAL PRICE

G. PREPARED CHARLOTTE MCMANUS	1 Sep 00	J. DATE 1 Sep 00
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(b)(6)

<b>DEPARTMENT OF DEFENSE</b> <b>CONTRACT SECURITY CLASSIFICATION SPECIFICATION</b> <small>(The requirements of the National Industrial Security Program Operating Manual apply to all security aspects of this effort)</small>	<b>1. CLEARANCE AND SAFEGUARDING (b)(7)(E)</b> a. FACILITY CLEARANCE REQUIRED: ██████████ b. LEVEL OF SAFEGUARDING REQUIRED: ██████████
--	---

<b>2. THIS SPECIFICATION IS FOR (X and complete as applicable)</b>	<b>3. THIS SPECIFICATION IS: (X and complete as applicable) (b)(7)(E)</b>
X a. PRIME CONTRACT NUMBER DASG60-98-C-0001	a. ORIGINAL (Complete date in all cases) Date (YYMMDD) 980113
b. SUBCONTRACT NUMBER	b. REVISED (Supersedes all previous specs) <input checked="" type="checkbox"/> Revision No. 3 Date (YYMMDD) 000828
c. SOLICITATION OR OTHER NUMBER      Due Date (YYMMDD)	c. FINAL (Complete item 5 in all cases)      Date (YYMMDD)

4 IS THIS A FOLLOW-ON CONTRACT?  YES  NO. If yes, complete the following  
 Classified material received or generated under DASG60-96-C0190 (Preceding Contract Number) is transferred to this follow-on contract

5 IS THIS A FINAL DD FORM 254  YES  NO. If yes, complete the following:  
 In response to the contractors request dated \_\_\_\_\_ retention of the identified classified material is authorized for a period of: \_\_\_\_\_

6 CONTRACTOR (Include Commercial and Government Entity (CAGE) Code)

a. NAME, ADDRESS, AND ZIP Raytheon Company dba Raytheon Systems Company 180 Hartwell Road Bedford, MA 01730	b. CAGE CODE 04164	c. COGNIZANT SECURITY OFFICE (Name, Address, and Zip Code) Northeast Region, DIS New England Sector Barnes Building 495 Summer Street Boston, MA 02210-2192
---	-----------------------	--

7 SUBCONTRACTOR

a. NAME, ADDRESS, AND ZIP	b. CAGE CODE	c. COGNIZANT SECURITY OFFICE (Name, Address, and Zip Code)
---------------------------	--------------	--

8 ACTUAL PERFORMANCE

--	--	--

9 GENERAL IDENTIFICATION OF THIS PROCUREMENT

(b)(3)(A)(i)&Title 10 Sec 130 (a)(b)

<b>10. THIS CONTRACT WILL REQUIRE ACCESS TO</b>	<b>11. IN PERFORMING THIS CONTRACT, THE CONTRACTOR WILL: (b)(7)(E)</b>
a. COMMUNICATIONS SECURITY (COMSEC) INFORMATION	a. HAVE ACCESS TO CLASSIFIED INFORMATION ONLY AT ANOTHER CONTRACTORS FACILITY OR GOVERNMENT ACTIVITY
b. RESTRICTED DATA	b. RECEIVE CLASSIFIED DOCUMENTS ONLY
c. CRITICAL NUCLEAR WEAPON DESIGN INFORMATION	c. RECEIVE AND GENERATE CLASSIFIED MATERIAL
d. FORMERLY RESTRICTED DATA	d. FABRICATE, MODIFY, OR STORE CLASSIFIED HARDWARE
e. INTELLIGENCE INFORMATION	e. PERFORM SERVICES ONLY
(1) Sensitive Compartmented Information (SCI)	f. HAVE ACCESS TO US CLASSIFIED INFORMATION OUTSIDE THE U.S., PUERTO RICO, U.S. POSSESSIONS AND
(2) Non-SCI	g. BE AUTHORIZED TO USE THE SERVICES OF THE DEFENSE TECHNICAL INFORMATION CENTER (DTIC) OR OTHER SECONDARY
f. SPECIAL ACCESS INFORMATION	h. REQUIRE A COMSEC ACCOUNT
g. NUCLEAR INFORMATION	i. HAVE TEMPEST REQUIREMENTS
h. GOVERNMENT INFORMATION	j. HAVE OPERATIONS SECURITY (OPSEC) REQUIREMENTS
i. COMSEC DISSEMINATION INFORMATION	k. BE AUTHORIZED TO USE THE DEFENSE COURIER SERVICE
j. FOR OFFICIAL USE ONLY INFORMATION	l. OTHER (specify)
k. OTHER (Specify)	SEE BLOCK 13 REMARKS

000528

12. PUBLIC RELEASE

Any information (classified or unclassified) pertaining to this contract shall not be released for public dissemination except as provided by the National Industrial Security Program Operating Manual or unless it has been approved for public release by appropriate U.S. Government authority. Proposed public releases shall be submitted for approval prior to release.

(b)(7)(E)

DIRECT (X) THROUGH (Specify)

Deputy Commander, U.S. Army Space and Missile Defense Command

P.O. Box 1500  
Huntsville, Alabama 35807-3801

(b)(6)

to the Directorate for Freedom of Information and Security Review, Office of the Assistant Secretary of Defense (Public Affairs)\* for review

13. SECURITY GUIDANCE

The security classification guidance needed for the classified effort is identified below. If any difficulty is encountered in applying the guidance or if any other contributing factor indicates a need for changes in this guidance, the contractor is authorized and encouraged to provide recommended changes, to challenge the guidance or the classification assigned to any information or material furnished or generated under this contract, and to submit any questions for interpretation of this guidance to the official identified below. Pending final decision, the information involved shall be handled and protected at the highest level of classification assigned or recommended. As appropriate for the classified effort, attach, or forward under separate correspondence, any documents or guidance references herein. Add additional pages as needed to provide complete guidance.

SEE ATTACHED PAGES

14. ADDITIONAL SECURITY REQUIREMENTS

Requirements, in addition to NISCOM requirements, are established for this contract. (X) YES [ ] NO  
(If yes, identify the pertinent contractual clauses in the contract document itself, or provide an appropriate statement which identifies additional requirements. Provide a copy of the requirements to the cognizant security office. Use item 13 if additional

(b)(3)(A)(i)&Title 10 Sec 130 (a)(b) (b)(7)(E)

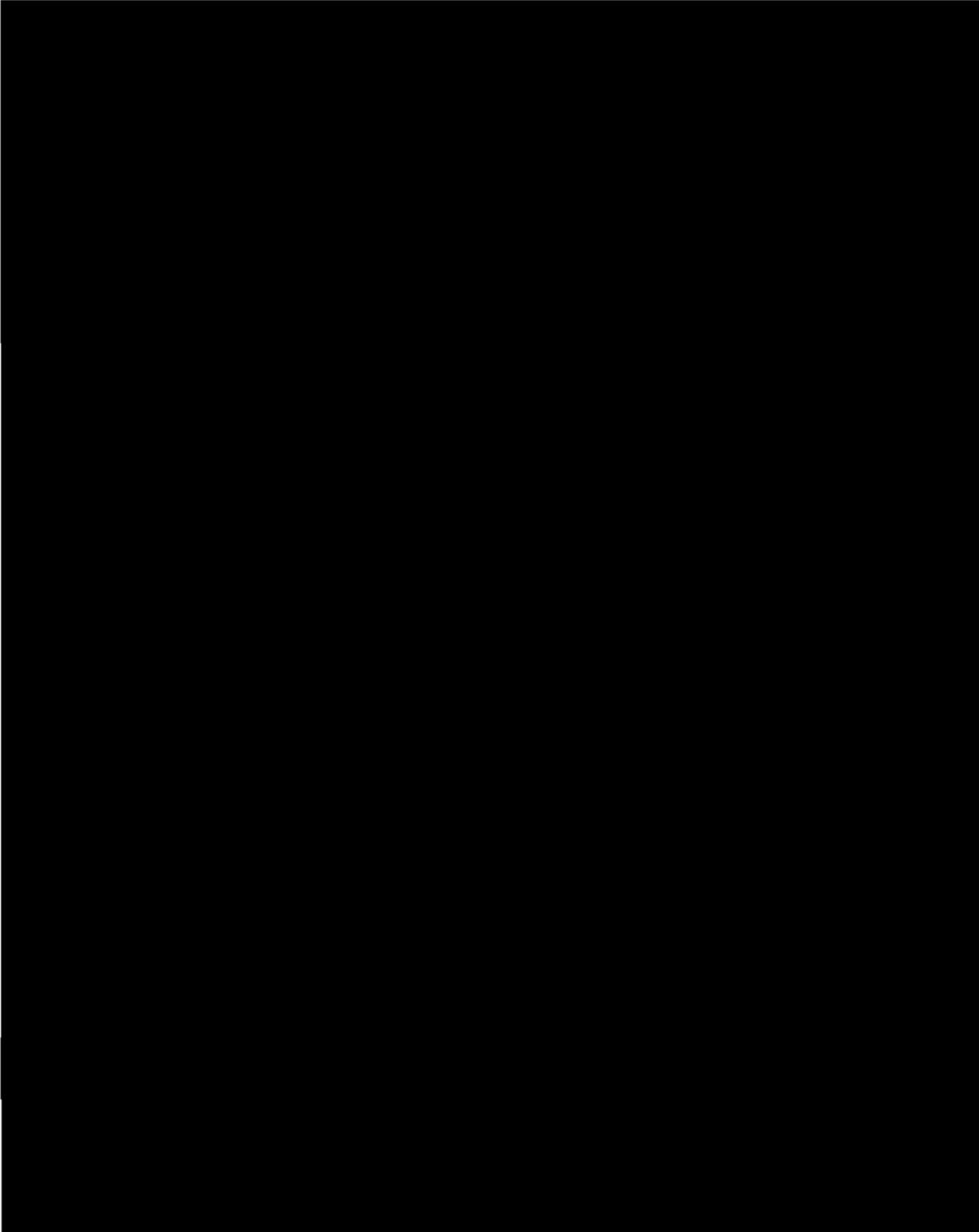
15. INSPECTIONS

ELEMENTS OF THIS CONTRACT ARE OUTSIDE THE INSPECTION RESPONSIBILITY OF THE COGNIZANT SECURITY OFFICE. ( ) YES (X) NO  
(Identify specific areas or elements covered and the activity responsible for inspections. Use item 13 if more space is needed.)

16. CLASSIFICATION AND SIGNATURE

Security requirements stated herein are complete and adequate for safeguarding the classified information to be released or generated under this classified effort. All questions shall be referred to the official named below.

<p>a. TYPED NAME OF CERTIFYING OFFICIAL          (b)(6)</p>	<p>b. TITLE          Contracting Officer's Representative for Industrial Security</p>	<p>c. TELEPHONE (Include Area Code)          (b)(6)</p>
<p>d. ADDRESS (Include Zip Code)          Deputy Commander, U.S. Army          Space and Missile Defense Command          TN: SMDC-AJ-S, P.O. Box 1500          Huntsville, AL 35807-3801</p>	<p>17. REQUIRED DISTRIBUTION          (X) CONTRACTOR          ( ) SUBCONTRACTOR          ( ) COG FOR PRIME &amp; SUBCONTRACTOR          (X) ADMINISTRATIVE CONTRACTING OFFICER          (X) OTHERS AS NECESSARY          CO TMO</p>	
<p>(b)(6)</p>		<p>000529 (b)(6)</p>



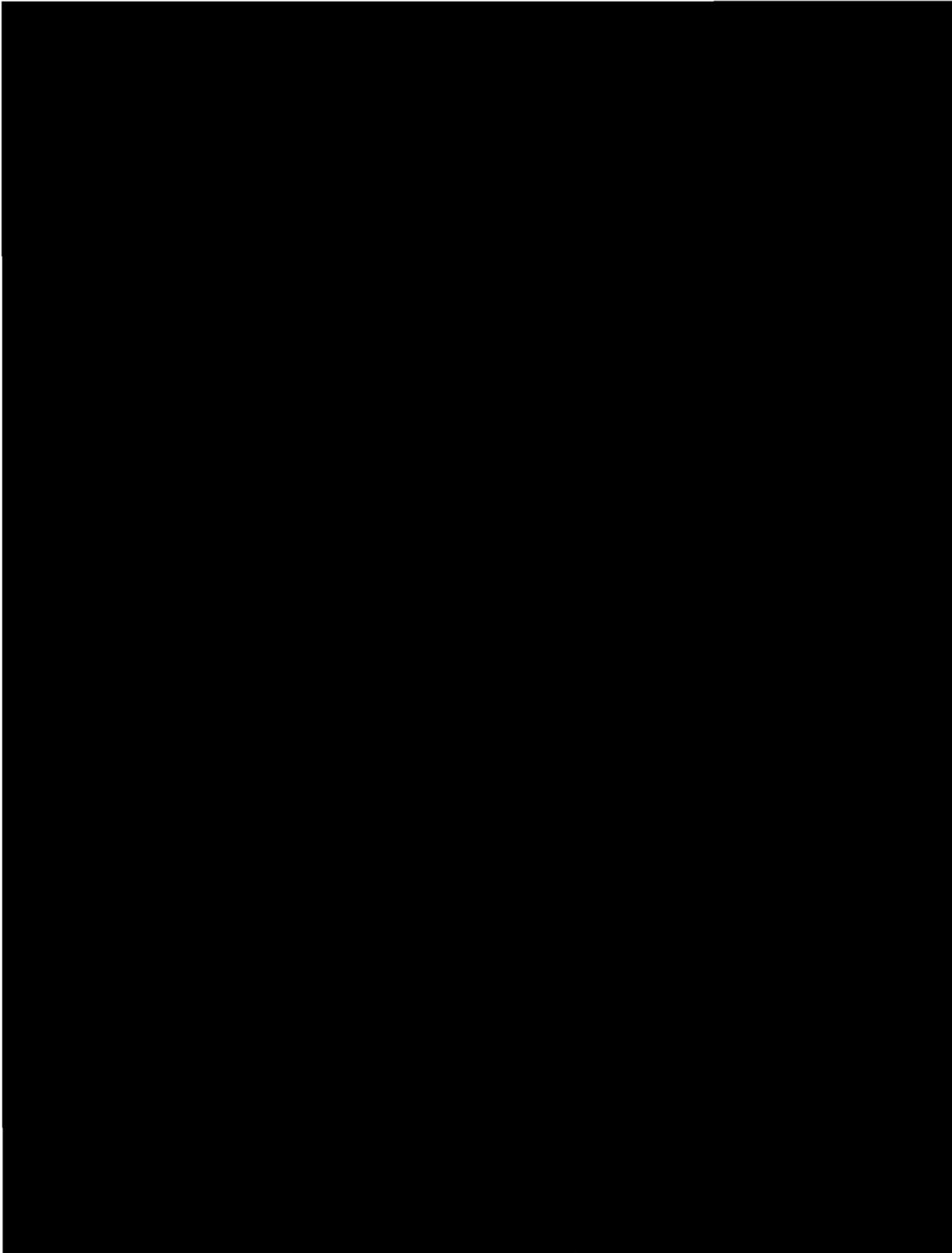
(b)(7)(E)

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(b)(7)  
(E)

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(E)

000530



(b)(7)(E)

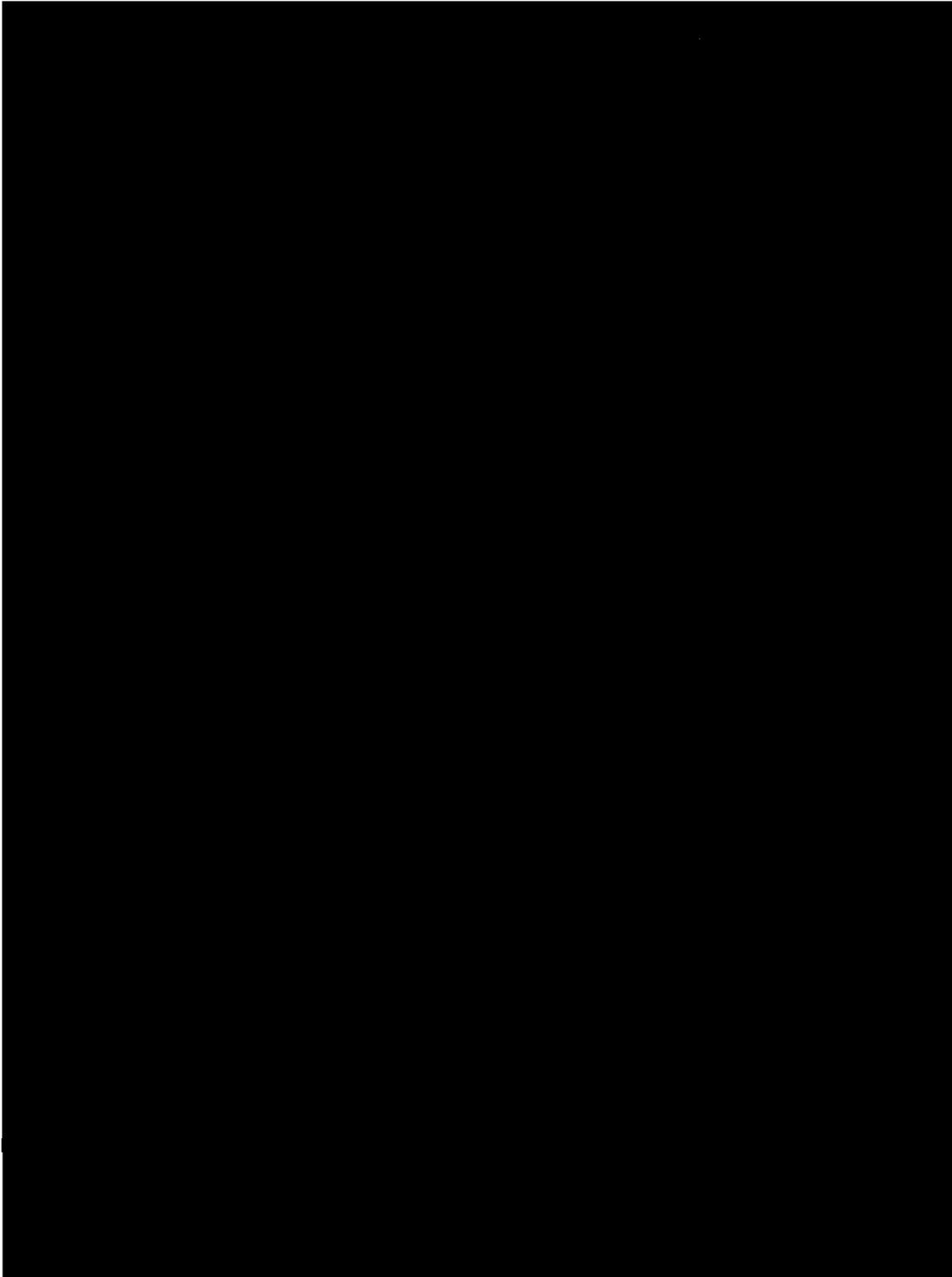
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000531



(b)(7)(E)

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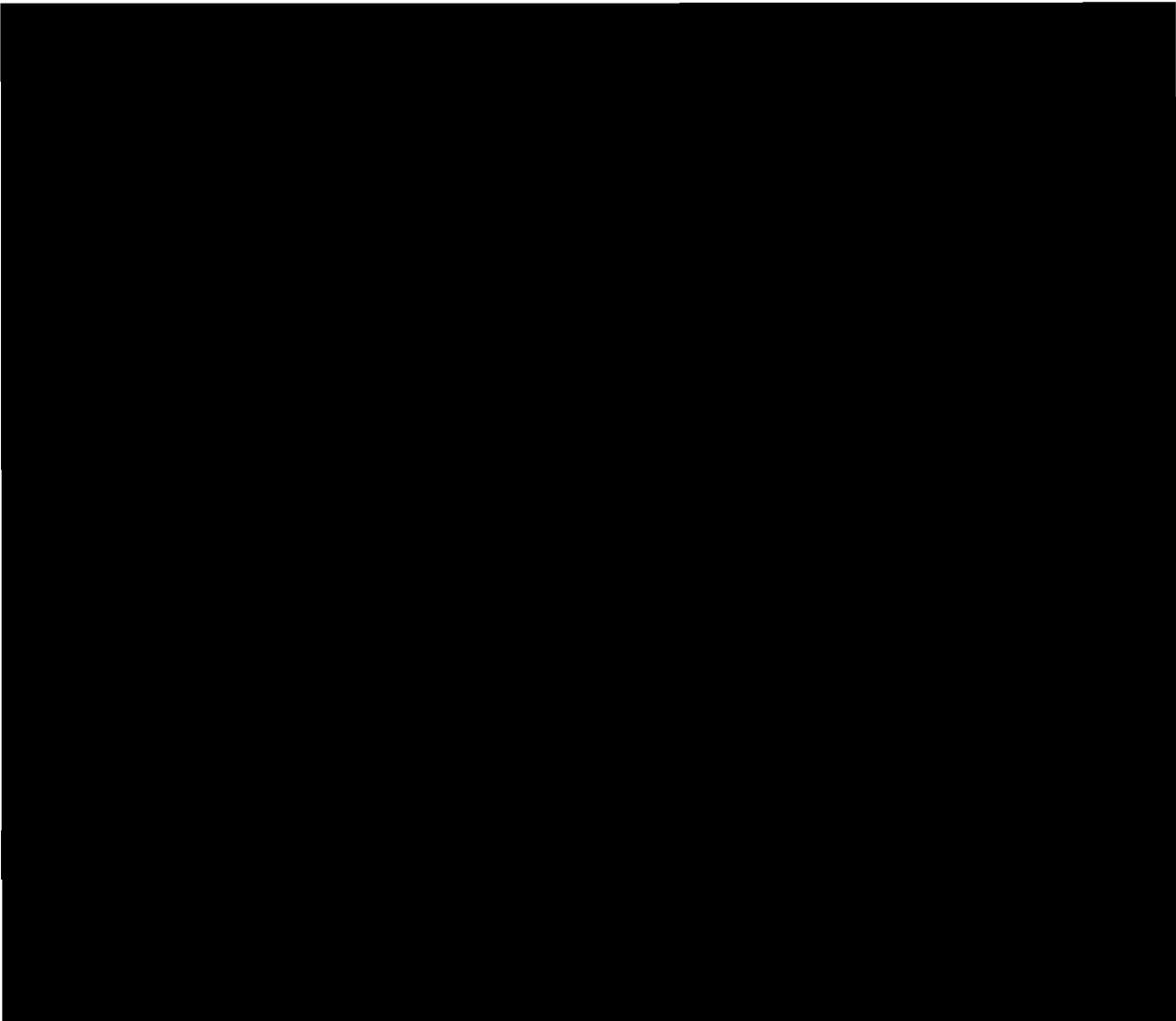
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(b)(7)(E)

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000532



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(b)(7)(E)

000533

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>	1 CONTRACT NO. <b>V</b>	PAGE OF PAGES 1 4
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AMENDMENT/MODIFICATION NO <b>00051</b>	EFFECTIVE DATE <b>13-DEC-00</b>	REQUISITION/PURCHASE REQ NO	PROJECT NO. (If applicable)
ISSUED BY [REDACTED] DEFENSE COMMAND PO BOX 1500	OFFICE <b>W31RPD</b>	ADMINISTERED BY (If other than (1000 6) <b>DCM TYNGSBORO PO BOX 688</b>	
HUNTSVILLE AL 35807-3801		TYNGSBORO MA 01879	

NAME AND ADDRESS OF CONTRACTOR (No., Sect., County, State and Zip Code) <b>RAYTHEON COMPANY 180 HARTWELL ROAD BEDFORD MA 01730-0000</b>	9A. AMENDMENT OF SOLICITATION NO
	9B. DATED (SEE ITEM 11)
	X 10A. MOD OF CONTRACT ORDER NO. <b>DA5C80 98-C-0001</b>
	X 10B. DATED (SEE ITEM 13) <b>30-Jan-1998</b>

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above solicitation instrument is amended in full with in Item 14. The hour and date specified for receipt of offer  is extended  is not extended

(a) Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or is cancelled by one of the following methods:  
 (1) By changing Item 8 and 13, and returning a copy of the documents. (b) By returning acknowledgement of this amendment on each copy of the offer instrument.  
 (c) By returning letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO THE  
 OFFICE AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN THE  
 REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter,  
 provided same originates or letter postmark reference to the solicitation and this amendment and is received prior to the opening hour and date specified.

2. ACCOUNTING AND APPROPRIATION DATA (If required)  
*See schedule*

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT ORDERS  
IT MODIFIES THE CONTRACT ORDER NO. AS DESCRIBED IN ITEM 10A

THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE  
CONTRACT ORDER NO. IN ITEM 10A.

H. THE ABOVE NUMBERED CONTRACT ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying  
office, appropriate date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF  
FAR 43.103(b) and FAR 52.232-22

D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Customer  is not,  is required to sign this document and return  copies to the issuing office

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UIC and line headings, including solicitation contract subject matter  
where feasible.)  
Order No: **ER10730100-02**  
See Page 3

APPROVED BY: [REDACTED] DATE SIGNED: **10/17/00**

APPROVED BY: [REDACTED] DATE SIGNED: **13 Dec**

STANDARD FORM 30 (REV. 7-97)  
Prescribed by GSA  
FAR (48 CFR) 53.207

000534

SECTION SF.30 BLOCK 14 CONTINUATION PAGE

Whereas, the contractor has submitted a proposal, dated 25 October 2000, for definitizing the Not To Exceed (NTE) for CLINs 0009 and 0010, and

Whereas, the parties have completed negotiations of the definitive CLINs 0009 and 0010, and

Whereas, this modification represents full, complete, and final settlement for definitization of the contractor's proposal, and

Whereas, the parties hereto agree to delete provision G-7. PAYMENTS BY ELECTRONIC FUND TRANSFER (EFT) PROCEDURES without cost or schedule impact, and

Whereas, pursuant to the contract clause, "Limitation of Funds," the government elects to add an increment of funds to CLINS 0003 and 0004 of the contract, and

NOW, THEREFORE, for and in consideration of the premises, the contract is modified as follows:

1. SECTION B – SUPPLIES OR SERVICES AND PRICES/COSTS is modified as follows:

a. Paragraph B-1, LINE ITEM DESCRIPTION, CLIN 0009, the Amount of \$20,798,700\* is deleted and 2 subclins are established as shown below:

<u>SUBCLIN</u>	<u>SUPPLIES OR SERVICES</u>	<u>QUANTITY</u>	<u>AMOUNT</u>
0009AA	Level of Effort	See B-10	\$14,095,880
0009AB	Materials	See B-10	\$5,528,296

b. Paragraph B-6. ESTIMATED COST, FIXED FEE, AND TOTAL AMOUNT FOR CLINs 0009/0010, subparagraphs a., b., and c. are deleted and replaced with the following:

a. Subclin 0009AA:

(1) The estimated cost, exclusive of fixed fee for Subclin 0009AA is [REDACTED] (b)(4)

(2) The fixed fee for Subclin 0009AA is [REDACTED]

(3) The total amount for Subclin 0009AA is \$14,095,880.

b. Subclin 0009AB:

(1) The estimated cost, exclusive of fixed fee for Subclin 0009AB is [REDACTED] (b)(4)

(2) There is no fee.

c. Paragraph B-10. LEVEL OF EFFORT (Applicable to CLINs 0009/0010) is modified to read LEVEL OF EFFORT AND MATERIALS (Applicable to CLINs 0009/0010), and subparagraph a. is added for Subclin 0009AA and the existing subparagraphs are renumbered (1), (2), and (3). A subparagraph b. is also added for Subclin 0009AB and a definition for materials which reads: "Material is property that may be incorporated into or attached to the demonstrated end item, or that may be consumed or expended in performing CLIN 0009. It includes assemblies, components, parts, raw and pressed material, and small tools and supplies that may be consumed in normal use in performing CLIN 0009."

000535

2. SECTION G – CONTRACT ADMINISTRATION DATA is modified as follows:

a. Paragraph G-1. Invoicing and Vouchering, subparagraph c. is deleted in its entirety and replaced with the following subparagraph c. "The contractor shall identify on each public voucher the Contract Line Item Number (CLIN) which pertains to the charges billed, e.g., CLIN 0003."

b. Paragraph G-5. Accounting and Appropriation Data, is modified to add the following:

(1) CLINs 0003 and 0004:

ACRN: AM  
ACCT CLASS: 2112040 36 9618 P172419E55 255Y ERID730100 S01021 ERID730100/1HHJLE/H  
ORDER NO.: ERID730100-02 Funded Amt: \$2,250,000 Modification P00051

(2) The funding shown for CLIN 0009 is changed from Subclin 0009AB to subclin 0009AA.

c. Paragraph G-6. Implementation of and Explanation of the Relationship of the Limitation of Funds (LOF) Clause to Fee Obligations, is modified as follows:

(1) CLINs 0003 and 0004:

	PRIOR	THIS MODIFICATION	CUMULATIVE TOTAL
(1) Amount Required for Full Funding, Including Fee(s):	\$145,166,476	- 0 -	\$145,166,476
(2) Amount Allotted under the LOF Clause for Payment of Target Costs:	[REDACTED]		
(3) Amount Separately Obligated for Payment for Target Fee:	[REDACTED]		
(4) Total Amount Allotted and Obligated:	\$ 61,573,622	\$2,250,000	\$ 63,823,622
(5) Net Amount Required for Full Funding:	\$ 83,592,854	(\$2,250,000)	\$ 81,342,854
(6) Estimated Period of Performance the Allotted Amount will cover:		16 Jul 01	

(b)(4)

(2) CLINs 0009 and 0010: is modified to read as follows:

SUBCLIN 0009AA:

(1) Amount Required for Full Funding, Including Fee(s): \$14,095,880  
(2) Amount Allotted Under the LOF Clause for Payment of Costs: [REDACTED]  
(3) Amount Separately Obligated for Payment of Fee: [REDACTED]  
(4) Total Amount Allotted and Obligated: \$ 330,000  
(5) Net Amount Required for Full Funding: \$13,765,880

(b)(4)

000536

(6) Estimated Period of Performance the Allotted Amount will cover: 30 Sep 01

SUBCLIN 0009AB:

- (1) Amount Required for Full Funding, Including Fee(s): \$5,528,296
- (2) Amount Allotted under the LOF Clause for Payment of Costs: \$ - 0 -
- (3) Amount Separately Obligated for Payment of Fee: \$ - 0 -
- (4) Total Amount Allotted and Obligated: \$ - 0 -
- (5) Net Amount Required for Full Funding: \$5,528,296
- (6) Estimated Period of Performance the Allotted Amount will cover:

d. Paragraph G-7. Payment by Electronic Fund Transfer (EFT) Procedures: is deleted in its entirety.

3. SECTION H – SPECIAL CONTRACT REQUIREMENTS, Paragraph H-3. Options, is modified to add the CPFF unit price per DPPH of [REDACTED] to be used to exercise CLIN 0009AA, if it is exercised incrementally.

(b)(4)

3. SECTION J – LIST OF ATTACHMENTS is modified to add Raytheon Comprehensive Subcontracting Plan, 1 Oct 00 through 30 Sep 01, 29 pages, attached hereto by reference.

4. The following page substitutions are hereby incorporated into the contract:

DELETE	ADD
Page 3A, Modification P00034	Page 3A, Modification P00051
Page 3B, Modification P00048	Page 3B, Modification P00051
Page 4B, Modification P00034	Page 4B, Modification P00051
	Page 4C, Modification P00051
Page 6, Modification P00034	Page 6, Modification P00051
Page 7, Modification P00034	Page 7, Modification P00051
Page 12, Modification P00034	Page 12, Modification P00051
Page 13B, Modification P00049	Page 13B, Modification P00051
Page 14, Modification P00049	Page 14, Modification P00051
Page 14B, Modification P00048	Page 14B, Modification P00051
Page 14C, Modification P00048	Page 14C, Modification P00051
Page 15, Modification P00039	Page 15, Modification P00051
Page 17, Modification P00034	Page 17, Modification P00051
Page 21, Modification P00049	Page 21, Modification P00051
Page 48, Modification P00040	Page 48, Modification P00051
Page 49, Basic Contract	Page 49, Modification P00051

000537

<u>CLIN</u>	<u>SUPPLIES OR SERVICES</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>AMOUNT</u>
0008	Contract Data Requirements List (CDRL), DD Form 1423, Exhibit A, consisting of Exhibit Line Item Nos. A001 through A020, incorporated herein and attached as set forth in Part III, Section J, hereof.	1	Lot	Not Separately Priced
<u>OPTION III</u>				
0009	Component Demonstrations/Exercises – Statement of Work SW-JLENS-16-97, dated 1 Oct 99, Rev 1, titled “JLENS Program,” incorporated herein and attached as set forth in Part III, Section J, hereof. Paragraphs 1.1, 1.2, 1.3, 2.1, 2.2, 2.3, 2.4, 2.5, 2.6, 2.6.1, 2.9, 3.1, 3.4, 3.5.1, 3.5.6, 3.5.7, 3.5.8, 3.6, 3.7, 3.8, 3.9.2, 4.1, 4.2, 5.1, 5.2, 5.4, 5.5, 5.6, 6.1, 6.1.1, 6.1.2, 6.2, 6.3, 6.4, and 7.0 in said Statement of Work.	See B-10		
0009AA	Level-of-Effort (Includes labor, travel, subcontract)	See B-10		\$14,095,880
0009AB	Materials	See B-10		\$ 5,528,296
0010	Contract Data Requirements List (CDRL), DD Form 1423, Exhibit A, consisting of Exhibit Line Item Nos. A001, A002, A006, A010, A012, A014, A015, A016, A017, A018, A019, A020 and A021, incorporated herein and attached as set forth in Part III, Section J, hereof.	1	Lot	Not Separately Priced
<u>OPTION IV</u>				
0011	Operations & Sustainment (O&S) Support – Statement of Work SW-JLENS-16-97, dated 1 Oct 99, Rev 1, titled “JLENS Program,” incorporated herein and attached as set forth in Part III, Section J, hereof. Paragraphs 1.1, 1.2, 1.3, 2.1, 2.2, 2.3, 2.4, 2.5, 2.6.1, 2.6.2, 2.6.3, 2.9, 3.1, 3.2, 3.4, 3.5.1, 3.5.6, 3.5.7, 3.5.8, 3.6, 3.7, 3.8, 3.9.2, 5.6, 6.1, 6.1.1, 6.1.2, 6.2, 6.3, 6.4, 7.0 and 8.0 in said Statement of Work.	1	Task	\$ 41,558,000*
0012	Contract Data Requirements List (CDRL), DD Form 1423, Exhibit B, consisting of Exhibit Line Item Nos. B001 through B010, incorporated herein and attached as set forth in Part III, Section J, hereof.	1	Lot	Not Separately Priced

\*NOT-TO-EXCEED (NTE) SUBJECT TO DOWNWARD NEGOTIATIONS ONLY.

000538

<u>CLIN</u>	<u>SUPPLIES OR SERVICES</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>AMOUNT</u>
0009AA	Available Direct Productive Person Hours (DPPH)	[REDACTED]	See B-10	[REDACTED]
	Exercised DPPH		See B-10	
0009AB	Available Material Dollars	See B-10		
	Exercised Material Dollars	See B-10		

(b)  
(4)

000539

SUBCLIN 0007AC

- a. Target cost: \$ TBD
- b. Target fee: \$ TBD
- c. Minimum incentive fee: \$ TBD
- d. Maximum incentive fee: \$ TBD
- e. Total target cost and target fee: [REDACTED]

(b)  
(4)

B-6. ESTIMATED COST, FIXED FEE, AND TOTAL AMOUNT FOR CLINs 0009/0010:

a. SUBCLIN 0009AA:

- (1) The estimated cost, exclusive of fixed fee for SUBCLIN 0009AA, is [REDACTED]
- (2) The fixed fee for SUBCLIN 0009AA is [REDACTED]
- (3) The total amount for SUBCLIN 0009AA is \$14,095,880.

b. SUBCLIN 0009AB:

- (1) The estimated cost, exclusive of fixed fee for SUBCLIN 0009AB, is [REDACTED]
- (2) The fixed fee for SUBCLIN 0009AB is [REDACTED]
- (3) The total amount for SUBCLIN 0009AB is \$5,528,296.

(b)(4)

B-7. ESTIMATED COST, FIXED FEE, AND TOTAL AMOUNT FOR CLINs 0011/0012:

- a. The estimated cost, exclusive of fixed fee of the contract, is \$ TBD
- b. The fixed fee of the contract is \$ TBD
- c. The total contract amount is \$41,558,000 NTE\*

\*NOT-TO-EXCEED (NTE) SUBJECT TO DOWNWARD NEGOTIATIONS ONLY.

000540

B-8. COST/SHARE RATIO STRUCTURE FOR CLINs 0001/0002: The performance of the effort required by CLINs 0001 and 0002 shall be on a cost-reimbursement basis.

SEGMENT 1A RISK MITIGATION: In accordance with General Provisions FAR 52.216-7, entitled "Allowable Cost and Payment", and FAR 52.216-12, "Cost Sharing Contract - No Fee", as applicable, the total amount for reimbursement of costs for performance under CLINs 0001 and 0002 is as set forth below:

	CLIN 0001	CLIN 0002	TOTAL TARGET COST
Target Cost	[REDACTED]	NSP*	[REDACTED]

(b)(4)

\*Not Separately Priced

Notwithstanding FAR 52.232-22, "Limitation of Funds", the contractor agrees to the following cost share ratio:

000541

B-10. LEVEL OF EFFORT AND MATERIALS (Applicable to CLINs 0009/0010):

a. SUBCLIN 0009AA:

(1) In the performance of this contract, the contractor shall provide direct productive person hours (DPPH) level of effort by labor category, as set forth below, within the time period as set forth in Section F hereof:

LABOR CATEGORY

DIRECT PRODUCTIVE  
PERSON HOURS  
LEVEL OF EFFORT

Engineering and Support

 (b)(4)

(2) DPPH are defined as prime contractor, consultant, and subcontractor actual direct labor hours exclusive of vacation, holiday, sick leave, and other absences.

(3) In accordance with FAR 16.306(d)(2), entitlement to the total fixed fee is subject to the certification by the contractor to the Administrative Contracting Officer that he has exerted the DPPH level of effort by labor category as specified herein in performing the work called for, has provided the reports called for, and the effort performed and reports provided are considered satisfactory by the Government.

b. SUBCLIN 0009AB: Material is property that may be incorporated into or attached to the demonstrated end item or that may be consumed or expended in performing CLIN 0009. It includes assemblies, components, parts, raw and pressed material, and small tools and supplies that may be consumed in normal use in performing CLIN 0009.

B-11. COMPLETION TYPE COST REIMBURSEMENT CONTRACT:

a. Performance of Contract Line Items 0001/0002, 0003/0004, 0005/0006 (if exercised), 0007/0008 (if exercised) and 0011/0012 (if exercised) shall be accomplished on a completion basis as defined in FAR 16.306(d)(1). Pending satisfactory completion of the task, fee payments are provisional and are not final. Fee payments will not become final unless and until the contractor performs the task required by CLINs 0003, 0005 (if exercised), 0007 (if exercised) and 0011 (if exercised) and delivers data required by CLINs 0006 (if exercised), 0008 (if exercised) and 0012 (if exercised) and such are accepted by the Government as being satisfactory. In the event the task cannot be completed by the contractor within the estimated cost of the CLIN, the Government may require completion of the task without increase in fee, provided the Government increases the estimated cost of the CLIN under the LIMITATION OF COST or FUNDS contract clause.

b. CLIN 0001 will be considered complete based upon the completion of the statement of work requirements.

c. CLIN 0003 will be considered complete based upon the completion of the milestones listed in F-5 and the statement of work requirement.

d. CLIN 0005 (if exercised) will be considered complete based upon the completion of PTIR  and statement of work requirements.

000542

(b)(3)  
(A)  
(i)&Title  
10 Sec  
130 (a)  
(b)

e. CLIN 0007 (if exercised) will be considered complete based upon the completion of the statement of work requirements.

f. CLIN 0011 (if exercised) will be considered complete based upon completion of the statement of work requirements.

g. CLINs 0002, 0004, 0006 (if exercised), 0008 (if exercised), and 0012 (if exercised) will be considered complete based upon a determination that all data and reports have been submitted and accepted, as set forth in Block 8 of each exhibit line item number of the DD Form 1423.

**B-12. SEPARATE APPLICATION OF FUNDING:** The Limitation of Funds and Allowable Cost and Payments clauses apply separately to each of CLIN sets: 0001/0002, 0003/0004, 0005/0006, 0007/0008, 0009/0010, and 0011/0012.

000543

**SECTION G - CONTRACT ADMINISTRATION DATA****G-1. INVOICING AND VOUCHERING:**

a. Public vouchers, together with any necessary supporting documentation, shall be submitted to the cognizant Defense Contract Audit Agency (DCAA) Office, prior to payment by the Finance and Accounting Office specified in Block 12, Page 1, Section A, of Standard Form 26.

b. A copy of each voucher, together with any necessary supporting documentation, shall also be submitted to the issuing office specified in Block 5, Page 1, Section A of Standard Form 26, concurrently with submission to the DCAA.

c. The contractor shall identify on each public voucher the Contract Line Item Number (CLIN) which pertains to the charges billed, e.g., CLIN 0003A.

d. The contractor may include in provisional vouchers target fee based on the percentage of work completed, subject to the withholding reserve of the contract clause titled "Incentive Fee." The Contracting Officer may elect to withhold or accelerate fee payment based upon the Contractor's actual performance as compared to the milestone events target dates as set forth in Section F-5 hereof. (Applicable to CLINs 0003/0004, 0005/0006, and 0007/0008).

e. The contractor may include in provisional vouchers fixed fee based on the percentage of level of effort hours exerted to the total level of effort hours stipulated in Section B, Paragraph B-18, subject to the withholding reserve of the contract clause titled "Fixed Fee." (Applicable to CLINs 0009/0010).

f. The contractor may include in provisional vouchers fixed fee based on the percentage of work completed, subject to the withholding reserve of the contract clause titled "Fixed Fee." The Contracting Officer may elect to withhold or accelerate fee payment based upon the Contractor's actual performance as compared to the milestone events target dates as set forth in Section F-5 hereof. (Applicable to CLINs 0011/0012).

g. The Paying Office shall ensure that the voucher is disbursed for each ACRN as indicated on the voucher (or as specified herein).

**G-2. CONTRACT ADMINISTRATION:** Administration of this contract will be performed by the cognizant office as shown in Block 6, Page 1, Section A, of Standard Form 26. 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.

00054.4

ACRN: AH  
CUMULATIVE AMOUNT: \$700,000  
ACCT CLASS: 9700400.2501 5Q-5Q07 P40770643873.3155 2514 S01021  
4N0551034N/04N551/4N  
ORDER NO/PRON: 4N-0-55103-4N-01 FUNDED AMT: \$700,000 (P00041)

ACRN: AM  
CUMULATIVE AMOUNT: \$15,000,000  
ACCT CLASS: 2112040 36 9618 P172419E55 255Y ER1D730100 S01021  
ER1D730100/1HHJLE/H  
ORDER NO: ER1D730100-01 FUNDED AMT: \$12,750,000 (P00049)  
ER1D730100-02 FUNDED AMT: \$ 2,250,000 (P00051)

CLIN 0009

(a) SUBCLIN 0009AA

ACRN: AJ  
CUMULATIVE AMOUNT: \$200,000  
ACCT CLASS: 5703600 290 4750 674478 28060F 503000 F78100  
REF: NACXXX00680104  
ORDER NO/PRON: NACXXX00680104-01 FUNDED AMT: \$200,000 (P00043)

ACRN: AK  
CUMULATIVE AMOUNT: \$85,000  
ACCT CLASS: 9700400.2520 0603173C 256- [REDACTED] 0101129881 012123  
REF: [REDACTED] 0101129881 (b)(3)(A)  
ORDER NO/PRON: [REDACTED] 0101129881-2 FUNDED AMT: \$50,000 (P00043) (i)&Title  
[REDACTED] 0101129881-03 FUNDED AMT: \$35,000 (P00045) 10 Sec 130

ACRN: AL  
CUMULATIVE AMOUNT: \$45,000  
ACCT CLASS: 2102040 36 9618 P172419E55 255Y ER0D731900 S01021  
ER0D731900/0HHJLE/H  
ORDER NO/PRON: ER0D731900-01 FUNDED AMT: \$45,000 (P00048) (a)(b)

000545

G-6. IMPLEMENTATION OF AND EXPLANATION OF THE RELATIONSHIP OF THE LIMITATION OF FUNDS (LOF) CLAUSE TO FEE OBLIGATIONS: The amount of funds estimated to be required for full performance, including fee(s); the amount of funds allotted pursuant to the Contract Clause hereof entitled, Limitations of Funds; the amount of funds currently obligated for fee; and the estimated period of performance covered by the funds allotted are set forth below. Amounts obligated for fee are separate from and are not to be commingled with the amounts allotted for costs and are not available to the contractor to cover costs in excess of those allotted to the contract for cost.

- a. CLINs 0001 and 0002:
  - (1) Amount Required for Full Funding: \$ 437,946
  - (2) Amount Allotted Under the LOF Clause for Payment of Costs: [REDACTED] (b)(4)
  - (3) Total Amount Allotted and Obligated: \$ 440,100
  - (4) Net Amount Required for Full Funding: (\$ 2,154)
  - (5) Estimated Period of Performance the Allotted Amount Will Cover: 30 Sep 99
  
- b. CLINs 0003 and 0004:
  - (1) Amount Required for Full Funding, Including Fee(s): \$145,166,476
  - (2) Amount Allotted Under the LOF Clause for Payment of Target Costs: [REDACTED] (b)(4)
  - (3) Amount Separately Obligated for Payment of Target Fee: [REDACTED] (b)(4)
  - (4) Total Amount Allotted and Obligated: \$ 63,823,622\*
  - (5) Net Amount Required for Full Funding: \$ 81,342,854\*
  - (6) Estimated Period of Performance the Allotted Amount Will Cover: 16 JUL 01
  
- c. CLINs 0005 and 0006:
  - SUBCLIN 0005AA
  - (1) Amount Required for Full Funding, Including Fee(s): \$164,011,800\*
  - (2) Amount Allotted Under the LOF Clause for Payment of Costs: \$ -0-
  - (3) Amount Separately Obligated for Payment of Target Fee: \$ -0-
  - (4) Total Amount Allotted and Obligated: \$ -0-
  - (5) Net Amount Required for Full Funding: \$164,011,800\*
  - (6) Estimated Period of Performance the Allotted Amount Will Cover:

\*NOT-TO-EXCEED (NTE)

000546

SUBCLIN 0007AB

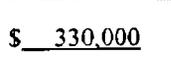
- (1) Amount Required for Full Funding, Including Fee(s): \$ 10,868,600\*
- (2) Amount Allotted Under the LOF Clause for Payment of Costs: \$ -0-
- (3) Amount Separately Obligated for Payment of Target Fee: \$ -0-
- (4) Total Amount Allotted and Obligated: \$ -0-
- (5) Net Amount Required for Full Funding: \$ 10,868,600\*
- (6) Estimated Period of Performance the Allotted Amount Will Cover:

SUBCLIN 0007AC

- (1) Amount Required for Full Funding, Including Fee(s): \$ 61,868,600\*
- (2) Amount Allotted Under the LOF Clause for Payment of Costs: \$ -0-
- (3) Amount Separately Obligated for Payment of Target Fee: \$ -0-
- (4) Total Amount Allotted and Obligated: \$ -0-
- (5) Net Amount Required for Full Funding: \$ 61,868,600\*
- (6) Estimated Period of Performance the Allotted Amount Will Cover:

e. CLINs 0009 and 0010:

SUBCLIN 0009AA:

- (1) Amount Required for Full Funding, Including Fee(s): \$ 14,095,880
- (2) Amount Allotted Under the LOF Clause for Payment of Costs:  (b)(1)
- (3) Amount Separately Obligated for Payment of Fee: 
- (4) Total Amount Allotted and Obligated: \$ 330,000
- (5) Net Amount Required for Full Funding: \$ 14,095,880
- (6) Estimated Period of Performance the Allotted Amount Will Cover:

\*NOT-TO-EXCEED (NTE)

000547

SUBCLIN 0009AB:

(1) Amount Required for Full Funding, Including Fee(s):	\$ <u>5,528,296</u>
(2) Amount Allotted Under the LOF Clause for Payment of Costs:	\$ <u>-0-</u>
(3) Amount Separately Obligated for Payment of Fee:	\$ <u>-0-</u>
(4) Total Amount Allotted and Obligated:	\$ <u>-0-</u>
(5) Net Amount Required for Full Funding:	\$ <u>5,528,296</u>
(6) Estimated Period of Performance the Allotted Amount Will Cover:	

000548

d. CLINs 0011 and 0012:

(1) Amount Required for Full Funding, Including Fee(s):	\$ <u>41,558,000*</u>
(2) Amount Allotted Under the LOF Clause for Payment of Costs:	\$ <u>-0-</u>
(3) Amount Separately Obligated for Payment of Fee:	\$ <u>-0-</u>
(4) Total Amount Allotted and Obligated:	\$ <u>-0-</u>
(5) Net Amount Required for Full Funding:	\$ <u>41,558,000*</u>
(6) Estimated Period of Performance the Allotted Amount Will Cover:	

\*NOT-TO-EXCEED (NTE)

G-7. DELETED.

G-8. Remittance Address:

[REDACTED]

(b)(3)(A),  
(i)&Title 10 Sec  
130 (a)(b)

[REDACTED]

(b)(3)(A)  
(i)&Title 10 Sec  
130 (a)(b)

000549

H-3 OPTIONS: The option CLINs stipulated in the contract may be exercised at the unilateral option of the government. The exercise of the option CLIN shall be by written notice provided to the contractor by the Contracting Officer not later than the dates shown below provided preliminary notice is given by the government thirty (30) days prior to option exercise. The contractor shall incur no costs chargeable to any option CLIN until the Contracting Officer has provided written notification that the option CLIN has been exercised. The option CLINs may be exercised individually and the exercise of an option CLIN will include its attendant data item CLIN:

OPTION	DATE
CLINs 0005/0006 (OPTION I)	
0005AA	NLT 30 Dec 00
0005AB	NLT 30 Dec 02
0005AC	NLT 30 Jun 03
CLINs 0007/0008 (OPTION II)	
0007AA	NLT 30 Nov 01
0007AB	NLT 30 Nov 02
0007AC	NLT 30 Jun 03
CLINs 0011 and 0012 (Option IV)	NLT 30 Dec 05

CLIN 0009: At the unilateral option of the government, CLIN 0009 may be exercised incrementally or totally at any time during the period of performance of the contract, up to the amount set forth in Section B of the contract. The CPFF unit price per DPPH [REDACTED] will be used to exercise CLIN 0009, if it is exercised incrementally.

(b)(3)  
(A)  
(i)&Title  
10 Sec  
130 (a)  
(b)

000550

**H-8. GOVERNMENT-FURNISHED FUELS PROVIDED**

Fuels as identified below will be provided through [redacted] in accordance with the clause of this contract entitled Government Property (Cost-Reimbursement, Time and Material, or Labor-Hour Contracts). From time to time the contractor may order with the supplier for partial deliveries of fuel. To assist the Contracting Officer in maintaining accountability of total orders, the contractor shall notify the Contracting Officer when fuels ordered exceed 85 percent of the amount specified below. This is requested for each fuels type listed. The contractor will be financially responsible for orders for fuels in excess of the amount stipulated below:

(b)(3)  
(A)  
(i)&Title  
10 Sec  
130 (a)  
(b)

NOMENCLATURE	NATIONAL STOCK NO. (NSN)	UNIT OF ISSUE	QUANTITY AUTHORIZED AS GFP
--------------	--------------------------	---------------	----------------------------

**H-9. DESIGN SENSITIVITY TO COST (COST AS AN INDEPENDENT VARIABLE):** The contractor may propose changes to the proposed design conforming to cost as an independent variable (CAIV). Those changes which do not alter the Aerostat Performance Specification (APS) may be implemented by the contractor 10 working days after notice of intent specifying the changes is provided to the government. Changes which alter the APS by reducing the requirements may only be undertaken without an equitable reduction in the estimated cost and schedule of the contract if the contractor demonstrates 1) a comparable gain in other performance requirements, 2) such changes are acceptable to the government, and 3) the change does not alter the overall estimated cost of the program. In no event, however, shall the contractor propose to reduce or alter the requirements of paragraph A.2 of Appendix A of the APS.

**H-10. INCREMENTAL FUNDING OF THE CONTRACT:**

a. It is expected that allotments within each fiscal year will be made on an incremental basis in accordance with the LIMITATION OF FUNDS clause.

b. Pursuant to the Limitation of Funds clause, the sum of \$440,100 is presently allotted to CLIN 0001 and available for payment to cover the work to be performed hereunder until 30 Sep 99. The amount of [redacted] is obligated for Potential Fee for a total amount of [redacted] for CLIN 0001.

(b)(4)

c. Pursuant to the LIMITATION OF FUNDS clause, the sum of \$58,601,514 is presently allotted to CLIN 0003 and available for payment to cover the work to be performed hereunder until 16 Jul 01. The amount of [redacted] is obligated for Potential Fee (if applicable), for a total amount of [redacted] for CLIN 0003. It is anticipated that funds will be allotted and obligated (combined amounts for Cost and Potential Fee) as follows:

(b)(4)

	PLANNED DATE OF FUNDING	AMOUNT	CUMULATIVE
		(In Millions)	
CLIN 0001	Current Obligations (Jun 99)		\$440,100

000551

TITLE	DATE	# OF PAGES	
[REDACTED]	[REDACTED]	[REDACTED]	(b)(3)(A) (i)&Title 10 Sec 130 (a)(b)
[REDACTED]	[REDACTED]	[REDACTED]	(b)(7)(E) (b)(3)(A) (i)&Title 10 Sec 130 (a)(b)
[REDACTED]	[REDACTED]	[REDACTED]	(b)(7)(E)
GFE/S*	3 Jan 00	2	
Raytheon Systems Company Comprehensive Subcontracting Plan, Attached hereto by reference.	1 Jan 99 - 30 Nov 99	33	
Raytheon Comprehensive Subcontracting Plan, attached hereto by reference.	1 Oct 00 - 30 Sep 01		
The Aerostat Demonstration Program (97-ADP/DS-106/1266) Approaches are hereby incorporated into the contract by reference:			
Program Management Approach	14 Nov 97	16	
CAIV Approach	15 Nov 97	8	
Systems Engineering	14 Nov 97	18	
Simulation, Test and Evaluation	9 Jan 98	47	
Risk Mitigation Approach	14 Nov 97	22	
Integrated Logistic Approach	9 Jan 98	12	
Product Assurance Approach	14 Nov 97	12	
Configuration Management Approach	14 Nov 97	10	
Operation and Sustainment (O&S) Approach	14 Nov 97	13	

000552

<u>TITLE</u>	<u>DATE</u>	<u># OF PAGES</u>
Acronym List	14 Nov 97	7
Rights in Technical Data and Computer Software attached hereto by reference.	12 Oct 99	2
The Section K Representations, Certifications and Other Statements of Offeror submitted by contractor in response to RFP DASG60-97-R-0030 are hereby incorporated into this contract by reference.		

000553

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE	PAGE OF PAGES	
				V	1	2
2. AMENDMENT/MODIFICATION NO P00052		3. EFFECTIVE DATE 01-Mar-2001	4. REQUISITION/PURCHASE REF. NO		5. PROJECT NO. (If applicable) ER1D730100-C9	
6. ISSUED BY [REDACTED] PO BOX 1500 HUNTSVILLE AL 35807-3401		CODE W31RPD	7. ADMINISTERED BY (If other than item 6) DCM TYNGSBORO PO BOX 688 TYNGSBORO MA 01879		CODE NONE	
8. NAME AND ADDRESS OF CONTRACTOR (No. Street, County, State and Zip Code) RAYTHEON COMPANY 180 HARTWELL ROAD BEDFORD MA 01730 0000				9A. AMENDMENT OF SOLICITATION NO		
				9B. DATED (SEE ITEM 11)		
				X	10A. MOD. OF CONTRACT/ORDER NO. DASG60-98-C-0001	
				X	10B. DATED (SEE ITEM 13) 30-Jan-1998	
CODE 04164		FACILITY CODE				
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS						
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended.						
<p>Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:</p> <p>(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided such telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.</p>						
12. ACCOUNTING AND APPROPRIATION DATA (If required) <b>See Schedule</b>						
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. (IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.)						
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.						
THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).						
THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:						
X D. OTHER (Specify type of modification and authority) FAR 52.232-22, LIMITATION OF FUNDS						
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office						
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)						
1. Incremental funding in the amount of \$2,000,000 is hereby obligated for performance of CLIN 0003.						
2. Effect of Modification P00050 on contract Section J replacement pages is hereby reflected.						
Except as provided herein, all terms and conditions of the document referenced in Item 7A or 10A as heretofore changed, remains unchanged and in full force and effect.						
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)			
15B. CONTRACTOR/OFFEROR			15C. DATE SIGNED		16C. DATE SIGNED	
(Signature of person authorized to sign)			(Signature of Contracting Officer)		01-Mar-2001	

EXCEPTION TO SF 30  
ISSUED BY OIRM 11-84

30 105-04

STANDARD FORM 30 - Rev. 10-83  
Prescribed by GSA  
FAR (48 CFR) 53.243

000554

(b)(6)

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

WHEREAS, pursuant to the contract clause, "Limitation of Funds," the government elects to add an increment of funds to CLINs 0003 and 0004 of the contract, and

WHEREAS, changes to the contract Section J were effected by Modification P00050, but slipsheet pages to the contract were projected to be provided upon definitization of the change order. It is now the desire of the Government to reflect those changes to Section J in the current "Living Contract."

NOW, THEREFORE, the contract is hereby changed as described below.

1. SECTION G - CONTRACT ADMINISTRATION DATA, is modified as follows:

a. Paragraph G-5, Accounting and Appropriation Data (CLINs 0003 and 0004), is modified to add the following:

ACRN: AM  
ACCT CLASS: 2112040 36 9618 P172419E55 255Y ER1D730100 S01021 ER1D730100/IHHJLE/H  
ORDER NO.: ER1D730100-03 Funded Amt: \$2,000,000 Modification P00052

b. Paragraph G-6, Implementation of and Explanation of the Relationship of the Limitation of funds (LOF) Clause to Fee Obligations (CLINs 0003 and 0004) is modified as follows:

	PRIOR	THIS MODIFICATION	CUMULATIVE TOTAL
(1) Amount Required for Full Funding, Including Fee(s):	\$145,166,476	-0-	\$145,166,476
(2) Amount Allotted under the LOF Clause for Payment of Target Costs:	(b)(4)		
(3) Amount Separately Obligated for Payment for Target Fee:	(b)(4)		
(4) Total Amount Allotted and Obligated:	\$ 63,823,622	\$2,000,000	\$65,823,622
(5) Net Amount Required for Full Funding:	\$ 81,342,854	(\$2,000,000)	\$79,342,854
(6) Estimated Period of Performance the Allotted Amount will cover:	16 Jul 01		30 Sep 01

2. SECTION J - LIST OF ATTACHMENTS is changed as described in Modification P00050.

3. The following page substitutions are hereby incorporated into the contract:

DELETE	ADD
Page 13B, Modification P00051	Page 13B, Modification P00052
Page 14, Modification P00051	Page 14, Modification P00052
Page 47, Modification P00040	Page 47, Modification P00052
Page 48, Modification P00051	Page 48, Modification P00052

000555

ACRN: AH  
CUMULATIVE AMOUNT: \$700,000  
ACCT CLASS: 9700400.2501 5Q-5Q07 P40770643873.3155 2514 S01021  
4N0551034N/04N551/4N  
ORDER NO/PRON: 4N-0-55103-4N-01 FUNDED AMT: \$700,000 (P00041)

ACRN: AM  
CUMULATIVE AMOUNT: \$17,000,000  
ACCT CLASS: 2112040 36 9618 P172419E55 255Y ER1D730100 S01021  
ER1D730100/1HHJLE/H  
ORDER NO: ER1D730100-01 FUNDED AMT: \$12,750,000 (P00049)  
ER1D730100-02 FUNDED AMT: \$ 2,250,000 (P00051)  
ER1D730100-03 FUNDED AMT: \$ 2,000,000 (P00052)

CLIN 0009

(a) SUBCLIN 0009AA

ACRN: AJ  
CUMULATIVE AMOUNT: \$200,000  
ACCT CLASS: 5703600 290 4750 674478 28060F 503000 F78100  
REF: NACXXX00680104  
ORDER NO/PRON: NACXXX00680104-01 FUNDED AMT: \$200,000 (P00043)

ACRN: AK  
CUMULATIVE AMOUNT: \$85,000  
ACCT CLASS: 9700400 2520 0603173C 2564 [REDACTED] 0101129881 012123  
REF: [REDACTED] 0101129881 (b)(3)(A)  
ORDER NO/PRON: [REDACTED] 0101129881-2 FUNDED AMT: \$50,000 (P00043) (i)&Title 10  
[REDACTED] 0101129881-03 FUNDED AMT: \$35,000 (P00045) Sec 130 (a)(b)

ACRN: AL  
CUMULATIVE AMOUNT: \$45,000  
ACCT CLASS: 2102040 36 9618 P172419E55 255Y ER0D731900 S01021  
ER0D731900/0HHJLE/H  
ORDER NO/PRON: ER0D731900-01 FUNDED AMT: \$45,000 (P00048)

000556

G-6. IMPLEMENTATION OF AND EXPLANATION OF THE RELATIONSHIP OF THE LIMITATION OF FUNDS (LOF) CLAUSE TO FEE OBLIGATIONS: The amount of funds estimated to be required for full performance, including fee(s); the amount of funds allotted pursuant to the Contract Clause hereof entitled, Limitations of Funds; the amount of funds currently obligated for fee; and the estimated period of performance covered by the funds allotted are set forth below. Amounts obligated for fee are separate from and are not to be commingled with the amounts allotted for costs and are not available to the contractor to cover costs in excess of those allotted to the contract for cost.

- a. CLINs 0001 and 0002:
  - (1) Amount Required for Full Funding: \$ 437,946
  - (2) Amount Allotted Under the LOF Clause for Payment of Costs: [REDACTED] (b)(4)
  - (3) Total Amount Allotted and Obligated: \$ 440,100
  - (4) Net Amount Required for Full Funding: (\$ 2,154)
  - (5) Estimated Period of Performance the Allotted Amount Will Cover: 30 Sep 99
  
- b. CLINs 0003 and 0004:
  - (1) Amount Required for Full Funding, Including Fee(s): \$145,166,476
  - (2) Amount Allotted Under the LOF Clause for Payment of Target Costs: [REDACTED] (b)(4)
  - (3) Amount Separately Obligated for Payment of Target Fee: [REDACTED]
  - (4) Total Amount Allotted and Obligated: \$ 65,823,622\*
  - (5) Net Amount Required for Full Funding: \$ 79,342,854\*
  - (6) Estimated Period of Performance the Allotted Amount Will Cover: 30 Sep 01
  
- c. CLINs 0005 and 0006:
  - SUBCLIN 0005AA
  - (1) Amount Required for Full Funding, Including Fee(s): \$164,011,800\*
  - (2) Amount Allotted Under the LOF Clause for Payment of Costs: \$ -0-
  - (3) Amount Separately Obligated for Payment of Target Fee: \$ -0-
  - (4) Total Amount Allotted and Obligated: \$ -0-
  - (5) Net Amount Required for Full Funding: \$164,011,800\*
  - (6) Estimated Period of Performance the Allotted Amount Will Cover:

\*NOT-TO-EXCEED (NTE)

000557

**PART III - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS**

**SECTION J - LIST OF ATTACHMENTS**

<u>TITLE</u>	<u>DATE</u>	<u># OF PAGES</u>	
Award/Contract (SF 26) and Continuation Sheets		49	
Contract Security Classification Specification (DD Form 254-E) Rev 3	28 Aug 00	6	
Contract Data Requirements List (DD Form 1423) Exhibits A, B, and C, with Distribution List & Data Item Nos. A001, A008, A0011, A013, A018 & A021	12 Oct 99 1 Sep 00	29 6	
Scope of Work SW-JLENS-16-97, "JLENS Program," Rev. 2 With Attachment A	16 Nov 00 16 Nov 00	12 2	
U.S. Army Strategic Defense Command Ballistic Missile Defense (BMD) Classification Guide, incorporated herein by reference Upon request, the Contracting Officer will provide.	03 Jul 89	132	(b)(3)(A) (i)&Title 10 Sec 130 (a)(b)
			(b)(7)(E)
U.S. Army Strategic Defense Command Industrial Operations Security (OPSEC) Guide, incorporated herein by reference. Upon request, the Contracting Officer will provide.	Sep 91	88	
Military Standard (MIL-STD) 1806, Marking Technical Data Prepared by or for the Department of Defense, incorporated herein by reference.	1 Feb 90	43	
Joint Aerostat Project Management Office Aerostat Development Program Security Classification Guide incorporated by reference and previously furnished.	7 Jul 00	32	(b)(3)(A) (i)&Title 10 Sec 130 (a)(b)
			(b)(7)(E)

000558

TITLE	DATE	#OF PAGES	
[REDACTED]	[REDACTED]	[REDACTED]	(b)(3)(A) (i)&Title 10 Sec 130 (a)(b)
[REDACTED]			(b)(7)(E)
[REDACTED]			(b)(3)(A) (i)&Title 10 Sec 130 (a)(b)
GFE/S*	3 Jan 00	2	
Raytheon Systems Company Comprehensive Subcontracting Plan, Attached hereto by reference.	1 Jan 99 - 30 Nov 99	33	
Raytheon Systems Company Comprehensive Subcontracting Plan, Attached hereto by reference.	1 Oct 00 - 30 Sep 01		
The Aerostat Demonstration Program (97-ADP/DS-106/1266) Approaches are hereby incorporated into the contract by reference:			
Program Management Approach	14 Nov 97	16	
CAIV Approach	15 Nov 97	8	
Systems Engineering	14 Nov 97	18	
Simulation, Test and Evaluation	9 Jan 98	47	
Risk Mitigation Approach	14Nov97	22	
Integrated Logistic Approach	9 Jan 98	12	
Product Assurance Approach	14 Nov 97	12	
Configuration Management Approach	14 Nov 97	10	
Operation and Sustainment (O&S) Approach	14 Nov 97	13	

000559

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>				CONTRACT ID CODE	PAGE OF PAGES 1   2
2. AMENDMENT/MODIFICATION NO. P00053		3. EFFECTIVE DATE 11-May-2001	4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO.(if applicable)
6. ISSUED BY U.S. AIR SPACE AND MISSILE DEFENSE [REDACTED] PO BOX 1500 HUNTSVILLE AL 35807-3801		CODE W31RPD	7. ADMINISTERED BY (If other than item 6) DCM TYNGSBORO PO BOX 688 TYNGSBORO MA 01879		CODE NONE
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) RAYTHEON COMPANY 180 HARTWELL ROAD BEDFORD MA 01730-0300			9A. AMENDMENT OF SOLICITATION NO.		
			9B. DATED (SEE ITEM 11)		
			X 10A. MOD. OF CONTRACT/ORDER NO. DASG60-98-C-0001		
			X 10B. DATED (SEE ITEM 13) 30-Jan-1998		
CODE 04164		FACILITY CODE			
<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of offers <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended.					
<p>Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:</p> <p>(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.</p>					
12. ACCOUNTING AND APPROPRIATION DATA (If required) <b>See Schedule</b>					
<b>13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.</b>					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).					
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:					
X D. OTHER (Specify type of modification and authority) FAR 52.232-22, Limitation of Funds					
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) The purpose of this modification is to effect the following changes:					
1. Provide incremental funding in the amount of \$5,800 for performance of CLIN 0003					
2. Contract Clause G-3 is changed to reflect [REDACTED] as the Contracting Activity Representative					
3. All other terms and conditions remain unchanged and in full force and effect.					
Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.					
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) (b)(6)		
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED	[REDACTED]		16C. DATE SIGNED
(Signature of person authorized to sign)			(Signature of Contracting Officer)		11-May-2001

000560

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

WHEREAS, pursuant to the contract clause, "Limitation of Funds," the government elects to add an increment of funds to CLINs 0003 and 0004 of the contract,

NOW, THEREFORE, the contract is hereby changed as described below.

1. SECTION G - CONTRACT ADMINISTRATION DATA, is modified as follows:

a. Paragraph G-5, Accounting and Appropriation Data (CLINs 0003 and 0004), is modified to add the following:

ACRN: AN  
ACCT CLASS: 971 0400 1202 181 JT01 606051 65126J 59232 525700  
ORDER NO.: NMI PR019207193C Funded Amt: \$5,800 Modification P00053

b. Paragraph G-6, Implementation of and Explanation of the Relationship of the Limitation of funds (LOF) Clause to Fee Obligations (CLINs 0003 and 0004) is modified as follows:

	PRIOR	THIS MODIFICATION	CUMULATIVE TOTAL
(1) Amount Required for Full Funding, Including Fee(s):	\$145,166,476	-0-	\$145,166,476
(2) Amount Allotted under the LOF Clause for Payment of Target Costs:	[REDACTED]		
(3) Amount Separately Obligated for Payment for Target Fee:	[REDACTED]		
(4) Total Amount Allotted and Obligated:	\$ 65,823,622	\$ 5,800	\$65,829,422
(5) Net Amount Required for Full Funding:	\$ 79,342,854	(\$ 5,800)	\$79,337,054
(6) Estimated Period of Performance the Allotted Amount will cover:	30 Sep 01		30 Sep 01

(b)(4)

2. Contract Clause G-3, CONTRACTING ACTIVITY REPRESENTATIVE, is hereby changed to reflect [REDACTED] as the Contracting Activity Representative.

(b)(6)

3. The following page substitutions are hereby incorporated into the contract:

DELETE	ADD
Page 13, Modification P00027	Page 13, Modification P00053
Page 13B, Modification P00052	Page 13B, Modification P00053
Page 14, Modification P00052	Page 14, Modification P00053

000561

G-3. CONTRACTING ACTIVITY REPRESENTATIVE:

Contract Matters

NAME:  
ORGANIZATIONAL CODE:  
TELEPHONE NUMBERS:  
COMMERCIAL:  
DEFENSE SWITCHED NETWORK (DSN):



(b)(6)

G-4. IDENTIFICATION OF CORRESPONDENCE: All correspondence and data submitted by the contractor under this contract shall reference the contract number.

G-5. ACCOUNTING AND APPROPRIATION DATA:

CLIN 0001

ACRN:	AA
CUMULATIVE AMOUNT:	\$440,100
ACCT CLASS:	2182040 36 9618 P172419E55 2581 ER8D730400 S01021 ER8D730400/8HHJLE/H
ORDER NO/PRON:	ER8D730400-01 FUNDED AMT: \$482,003 (BASIC) ER8D730400-02 FUNDED AMT: \$157,983 (P00002) ER8D730400-03 FUNDED AMT: \$842,017 (P00009) ER8D730400-04 FUNDED AMT: (\$500,000)(P00011) ER8D730400-05 FUNDED AMT: (\$525,000)(P00019) ER8D730400-06 FUNDED AMT: (\$ 9,503)(P00024) ER8D730400-07 FUNDED AMT: (\$ 7,400)(P00027)

ACRN:	AD
CUMULATIVE AMOUNT:	\$0
ACCT CLASS:	2172040 36 9618 P172419E55 2587 ER7D730800 S01021 ER7D730800/7HHAER/H
ORDER NO/PRON:	ER7D730800-01 FUNDED AMT: \$842,017 (P00001) ER7D730800-02 FUNDED AMT: (\$842,017)(P00008)

CLIN 0003

ACRN:	AB
CUMULATIVE AMOUNT:	\$2,298,235
ACCT CLASS:	2172040 36 9618 P172419E55 2587 ER7D730700 S01021 ER7D730700/7HHAER/H
ORDER NO/PRON:	ER7D730700-01 FUNDED AMT: \$928,000 (BASIC) ER7D730700-02 FUNDED AMT: \$118,467 (P00001) ER7D730700-03 FUNDED AMT: \$214,519 (P00001) ER7D730700-04 FUNDED AMT: \$180,000 (P00003) ER7D730700-05 FUNDED AMT: \$ 20,437 (P00005) ER7D730700-06 FUNDED AMT: \$ 11,263 (P00008) ER7D730700-07 FUNDED AMT: \$842,017 (P00009) ER7D730700-08 FUNDED AMT: (\$ 19,764)(P00014) ER7D730700-09 FUNDED AMT: \$ 3,296 (P00018)

000562

ACRN: AH  
CUMULATIVE AMOUNT: \$700,000  
ACCT CLASS: 9700400.2501 5Q-5Q07 P40770643873.3155 2514 S01021  
4N0551034N/04N551/4N  
ORDER NO/PRON: 4N-0-55103-4N-01 FUNDED AMT: \$700,000 (P00041)

ACRN: AM  
CUMULATIVE AMOUNT: \$17,000,000  
ACCT CLASS: 2112040 36 9618 P172419E55 255Y ER1D730100 S01021  
ER1D730100/IHHJLE/H  
ORDER NO: ER1D730100-01 FUNDED AMT: \$12,750,000 (P00049)  
ER1D730100-02 FUNDED AMT: \$ 2,250,000 (P00051)  
ER1D730100-03 FUNDED AMT: \$ 2,000,000 (P00052)

ACRN: AN  
CUMULATIVE AMOUNT: \$5,800  
ACCT CLASS: 971 0400 1202 181 JT01 606051 65126J 59232 525700  
ORDER NO.: NMIPR019207193C FUNDED AMT: \$5,800 (P00053)

CLIN 0009

(a) SUBCLIN 0009AA

ACRN: AJ  
CUMULATIVE AMOUNT: \$200,000  
ACCT CLASS: 5703600 290 4750 674478 28060F 503000 F78100  
REF: NACXXX00680104  
ORDER NO/PRON: NACXXX00680104-01 FUNDED AMT: \$200,000 (P00043)

ACRN: AK  
CUMULATIVE AMOUNT: \$85,000  
ACCT CLASS: 9700400 2520 0603173C 2564 [REDACTED] 0101129881 012123  
REF: [REDACTED] 0101129881  
ORDER NO/PRON: [REDACTED] 0101129881-2 FUNDED AMT: \$50,000 (P00043)  
[REDACTED] 0101129881-03 FUNDED AMT: \$35,000 (P00045)

(b)(3)(A)  
(i)&Title 10  
Sec 130 (a)(b)

ACRN: AL  
CUMULATIVE AMOUNT: \$45,000  
ACCT CLASS: 2102040 36 9618 P172419E55 255Y ER0D731900 S01021  
ER0D731900/OHHJLE/H  
ORDER NO/PRON: ER0D731900-01 FUNDED AMT: \$45,000 (P00048)

000563

G-6. IMPLEMENTATION OF AND EXPLANATION OF THE RELATIONSHIP OF THE LIMITATION OF FUNDS (LOF) CLAUSE TO FEE OBLIGATIONS: The amount of funds estimated to be required for full performance, including fee(s); the amount of funds allotted pursuant to the Contract Clause hereof entitled, Limitations of Funds; the amount of funds currently obligated for fee; and the estimated period of performance covered by the funds allotted are set forth below. Amounts obligated for fee are separate from and are not to be commingled with the amounts allotted for costs and are not available to the contractor to cover costs in excess of those allotted to the contract for cost.

- a. CLINs 0001 and 0002:
  - (1) Amount Required for Full Funding: \$ 437,946
  - (2) Amount Allotted Under the LOF Clause for Payment of Costs: [REDACTED]
  - (3) Total Amount Allotted and Obligated: \$ 440,100
  - (4) Net Amount Required for Full Funding: (\$ 2,154)
  - (5) Estimated Period of Performance the Allotted Amount Will Cover: 30 Sep 99
  
- b. CLINs 0003 and 0004:
  - (1) Amount Required for Full Funding, Including Fee(s): \$145,166,476
  - (2) Amount Allotted Under the LOF Clause for Payment of Target Costs: [REDACTED] (b)(4)
  - (3) Amount Separately Obligated for Payment of Target Fee: [REDACTED]
  - (4) Total Amount Allotted and Obligated: \$ 65,829,422\*
  - (5) Net Amount Required for Full Funding: \$ 79,337,054\*
  - (6) Estimated Period of Performance the Allotted Amount Will Cover: 30 Sep 01
  
- c. CLINs 0005 and 0006:
  - SUBCLIN 0005AA
  - (1) Amount Required for Full Funding, Including Fee(s): \$164,011,800\*
  - (2) Amount Allotted Under the LOF Clause for Payment of Costs: \$ -0-
  - (3) Amount Separately Obligated for Payment of Target Fee: \$ -0-
  - (4) Total Amount Allotted and Obligated: \$ -0-
  - (5) Net Amount Required for Full Funding: \$164,011,800\*
  - (6) Estimated Period of Performance the Allotted Amount Will Cover:

\*NOT-TO-EXCEED (NTE)

000564

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

2. AMENDMENT/MODIFICATION NO. PO 1 54	3. EFFECTIVE DATE [REDACTED]	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable) (b)(6)
6. IS: BY US ARMY SPACE AND MISSILE DEFENSE [REDACTED] HUNTSVILLE AL 35807-3801	CODE W31RPD	7. ADMINISTERED BY (If other than item 6) DCM TYNGSBORO PO BOX 688 TYNGSBORO MA 01879	

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) RAYTHEON COMPANY 180 HARTWELL ROAD BEDFORD MA 01730-0000	9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED (SEE ITEM 11)
	X 10A. MOD. OF CONTRACT/ORDER NO. DASG80-98-C-0001
	X 10B. DATED (SEE ITEM 13) 30-Jan-1998

CODE 04184 FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer  is extended,  is not extended.

Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:  
 (a) By completing items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted;  
 or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided such telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)  
See Schedule

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

B. ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying or appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

X D. OTHER (Specify type of modification and authority)  
FAR 52.232-22, Limitation of Funds

E. IMPORTANT: Contractor  is not,  is required to sign this document and return \_\_\_\_\_ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this modification is to effect the following changes:

1. Provide incremental funding in the amount of \$7,002,000 for performance of CLIN 0003.
2. Correct administrative errors to clauses G-8 and H-10.
3. All other terms and conditions remain unchanged and in full force and effect.

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

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) (b)(6)
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED
16B. DATE SIGNED 11-Oct-2001	

000565

SECTION A Solicitation/Contract Form

WHEREAS, pursuant to the contract clause, "Limitation of Funds," the government elects to add an increment of funds to CLINs 0003 and 0004 of the contract,

NOW, THEREFORE, the contract is hereby changed as described below.

1. SECTION G - CONTRACT ADMINISTRATION DATA, is modified as follows:

a. Paragraph G-5, Accounting and Appropriation Data (CLINs 0003 and 0004), is modified to add the following:

ACRN: AP  
ACCT CLASS: 212 2040 5Q 5Q17 P172419E55 255Y ER2D730000 S01021  
ER2D730000/24KJLE/4K0000  
ORDER NO.: ER2D730000-01 Funded Amt: \$7,002,000 Modification P00054

b. Paragraph G-6, Implementation of and Explanation of the Relationship of the Limitation of funds (LOF) Clause to Fee Obligations (CLINs 0003 and 0004) is modified as follows:

	PRIOR	THIS MODIFICATION	CUMULATIVE TOTAL
(1) Amount Required for Full Funding, Including Fee(s):	\$145,166,476	-0-	\$145,166,476
(2) Amount Allotted under the LOF Clause for Payment of Target Costs:	(b)(4)		
(3) Amount Separately Obligated for Payment for Target Fee:	(b)(4)		
(4) Total Amount Allotted and Obligated:	\$ 65,829,422	\$ 7,002,000	\$72,831,422
(5) Net Amount Required for Full Funding:	\$ 79,337,054	(\$7,002,000)	\$72,335,054
(6) Estimated Period of Performance the Allotted Amount will cover:	30 Sep 01		4 Jan 02

2. The following correction is made to page 14B of the contract. Paragraph G-6.e.(5), Net Amount Required for Full Funding, is corrected to read \$13,765,880. A corrected page is attached hereto.

3. Modifications P00052 and P00053 inadvertently failed to change clause H-10, Incremental Funding of the Contract. Therefore, a corrected page is attached hereto, which includes funding provided by this modification.

4. The following page substitutions are hereby incorporated into the contract:

DELETE	ADD
Page 13B, Modification P00053	Page 13B, Modification P00054
Page 14, Modification P00053	Page 14, Modification P00054
Page 14B, Modification P00051	Page 14B, Modification P00054
Page 21, Modification P00051	Page 21, Modification P00054

000566

ACRN: AH  
CUMULATIVE AMOUNT: \$700,000  
ACCT CLASS: 9700400.2501 5Q-5Q07 P40770643873.3155 2514 S01021  
4N0551034N/04N551/4N  
ORDER NO/PRON: 4N-0-55103-4N-01 FUNDED AMT: \$700,000 (P00041)

ACRN: AM  
CUMULATIVE AMOUNT: \$17,000,000  
ACCT CLASS: 2112040 36 9618 P172419E55 255Y ER1D730100 S01021  
ER1D730100/1HHJLE/H  
ORDER NO: ER1D730100-01 FUNDED AMT: \$12,750,000 (P00049)  
ER1D730100-02 FUNDED AMT: \$ 2,250,000 (P00051)  
ER1D730100-03 FUNDED AMT: \$ 2,000,000 (P00052)

ACRN: AN  
CUMULATIVE AMOUNT: \$5,800  
ACCT CLASS: 971 0400 1202 181 JT01 606051 65126J 59232 525700  
ORDER NO.: NMIPR019207193C FUNDED AMT: \$5,800 (P00053)

ACRN: AP  
CUMULATIVE AMOUNT: \$7,002,000  
ACCT CLASS: 212 2040 5Q 5Q17 P172419E55 255Y ER2D730000 S01021  
ER2D730000/24KJLE/4K0000  
ORDER NO.: ER2D730000-01 FUNDED AMT: \$7,002,000 (P00054)

CLIN 0009

(a) SUBCLIN 0009AA

ACRN: AJ  
CUMULATIVE AMOUNT: \$200,000  
ACCT CLASS: 5703600 290 4750 674478 28060F 503000 F78100  
REF: NACXXX00680104  
ORDER NO/PRON: NACXXX00680104-01 FUNDED AMT: \$200,000 (P00043)

ACRN: AK  
CUMULATIVE AMOUNT: \$85,000  
ACCT CLASS: 9700400 2520 0603173C 2564 [REDACTED] 0101129881 012123  
REF: [REDACTED] 0101129881  
ORDER NO/PRON: [REDACTED] 0101129881-2 FUNDED AMT: \$50,000 (P00043)  
[REDACTED] 0101129881-03 FUNDED AMT: \$35,000 (P00045)

(b)(3)(A)  
(i)&Title  
10 Sec 130  
(a)(b)

ACRN: AL  
CUMULATIVE AMOUNT: \$45,000  
ACCT CLASS: 2102040 36 9618 P172419E55 255Y ER0D731900 S01021  
ER0D731900/0YYJLE/H  
ORDER NO/PRON: ER0D731900-01 FUNDED AMT: \$45,000 (P00048)

000567

G-6. IMPLEMENTATION OF AND EXPLANATION OF THE RELATIONSHIP OF THE LIMITATION OF FUNDS (LOF) CLAUSE TO FEE OBLIGATIONS: The amount of funds estimated to be required for full performance, including fee(s); the amount of funds allotted pursuant to the Contract Clause hereof entitled, Limitations of Funds; the amount of funds currently obligated for fee; and the estimated period of performance covered by the funds allotted are set forth below. Amounts obligated for fee are separate from and are not to be commingled with the amounts allotted for costs and are not available to the contractor to cover costs in excess of those allotted to the contract for cost.

- a. CLINs 0001 and 0002:
  - (1) Amount Required for Full Funding: \$ 437,946
  - (2) Amount Allotted Under the LOF Clause for Payment of Costs: [REDACTED] (b)(4)
  - (3) Total Amount Allotted and Obligated: \$ 440,100
  - (4) Net Amount Required for Full Funding: (\$ 2,154)
  - (5) Estimated Period of Performance the Allotted Amount Will Cover: 30 Sep 99
  
- b. CLINs 0003 and 0004:
  - (1) Amount Required for Full Funding, Including Fee(s): \$145,166,476
  - (2) Amount Allotted Under the LOF Clause for Payment of Target Costs: [REDACTED] (b)(4)
  - (3) Amount Separately Obligated for Payment of Target Fee: [REDACTED]
  - (4) Total Amount Allotted and Obligated: \$ 72,831,422\*
  - (5) Net Amount Required for Full Funding: \$ 72,335,054\*
  - (6) Estimated Period of Performance the Allotted Amount Will Cover: 4 Jan 02
  
- c. CLINs 0005 and 0006:
  - SUBCLIN 0005AA
  - (1) Amount Required for Full Funding, Including Fee(s): \$164,011,800\*
  - (2) Amount Allotted Under the LOF Clause for Payment of Costs: \$ -0-
  - (3) Amount Separately Obligated for Payment of Target Fee: \$ -0-
  - (4) Total Amount Allotted and Obligated: \$ -0-
  - (5) Net Amount Required for Full Funding: \$164,011,800\*
  - (6) Estimated Period of Performance the Allotted Amount Will Cover:

\*NOT-TO-EXCEED (NTE)

000568

SUBCLIN 0007AB

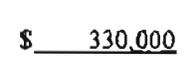
- (1) Amount Required for Full Funding, Including Fee(s): \$ 10,868,600<sup>\*</sup>
- (2) Amount Allotted Under the LOF Clause for Payment of Costs: \$ -0-
- (3) Amount Separately Obligated for Payment of Target Fee: \$ -0-
- (4) Total Amount Allotted and Obligated: \$ -0-
- (5) Net Amount Required for Full Funding: \$ 10,868,600<sup>\*</sup>
- (6) Estimated Period of Performance the Allotted Amount Will Cover:

SUBCLIN 0007AC

- (1) Amount Required for Full Funding, Including Fee(s): \$ 61,868,600<sup>\*</sup>
- (2) Amount Allotted Under the LOF Clause for Payment of Costs: \$ -0-
- (3) Amount Separately Obligated for Payment of Target Fee: \$ -0-
- (4) Total Amount Allotted and Obligated: \$ -0-
- (5) Net Amount Required for Full Funding: \$ 61,868,600<sup>\*</sup>
- (6) Estimated Period of Performance the Allotted Amount Will Cover:

c. CLINs 0009 and 0010:

SUBCLIN 0009AA:

- (1) Amount Required for Full Funding, Including Fee(s): \$ 14,095,880
- (2) Amount Allotted Under the LOF Clause for Payment of Costs:  (b)(4)
- (3) Amount Separately Obligated for Payment of Fee: 
- (4) Total Amount Allotted and Obligated: \$ 330,000
- (5) Net Amount Required for Full Funding: \$ 13,765,880
- (6) Estimated Period of Performance the Allotted Amount Will Cover:

\*NOT-TO-EXCEED (NTE)

000569

H-8. GOVERNMENT-FURNISHED FUELS PROVIDED

Fuels as identified below will be provided through [redacted] in accordance with the clause of this contract entitled Government Property (Cost-Reimbursement, Time and Material, or Labor-Hour Contracts). From time to time the contractor may order with the supplier for partial deliveries of fuel. To assist the Contracting Officer in maintaining accountability of total orders, the contractor shall notify the Contracting Officer when fuels ordered exceed 85 percent of the amount specified below. This is requested for each fuels type listed. The contractor will be financially responsible for orders for fuels in excess of the amount stipulated below:

(b)(3)(A)  
(i)&Title  
10 Sec 130  
(a)(b)

NOMENCLATURE	NATIONAL STOCK NO. (NSN)	UNIT OF ISSUE	QUANTITY AUTHORIZED AS GFP
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H-9. DESIGN SENSITIVITY TO COST (COST AS AN INDEPENDENT VARIABLE): The contractor may propose changes to the proposed design conforming to cost as an independent variable (CAIV). Those changes which do not alter the Aerostat Performance Specification (APS) may be implemented by the contractor 10 working days after notice of intent specifying the changes is provided to the government. Changes which alter the APS by reducing the requirements may only be undertaken without an equitable reduction in the estimated cost and schedule of the contract if the contractor demonstrates 1) a comparable gain in other performance requirements, 2) such changes are acceptable to the government, and 3) the change does not alter the overall estimated cost of the program. In no event, however, shall the contractor propose to reduce or alter the requirements of paragraph A.2 of Appendix A of the APS.

H-10. INCREMENTAL FUNDING OF THE CONTRACT:

a. It is expected that allotments within each fiscal year will be made on an incremental basis in accordance with the LIMITATION OF FUNDS clause.

b. Pursuant to the Limitation of Funds clause, the sum of \$440,100 is presently allotted to CLIN 0001 and available for payment to cover the work to be performed hereunder until 30 Sep 99. The amount of [redacted] obligated for Potential Fee for a total amount of [redacted] for CLIN 0001.

(b)(4)

c. Pursuant to the LIMITATION OF FUNDS clause, the sum of \$66,868,656 is presently allotted to CLIN 0003 and available for payment to cover the work to be performed hereunder until 4 Jan 02. The amount of [redacted] obligated for Potential Fee (if applicable), for a total amount of [redacted] for CLIN 0003. It is anticipated that funds will be allotted and obligated (combined amounts for Cost and Potential Fee) as follows:

(b)(4)

	<u>PLANNED DATE OF FUNDING</u>	<u>AMOUNT</u>	<u>CUMULATIVE</u>
		(In Millions)	
CLIN 0001	Current Obligations (Jun 99)		\$440,100

000570

# AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

CONTRACT NUMBER	PAGE OF PAGES
	1   2

2. AMENDMENT/MODIFICATION NO. P00055	3. EFFECTIVE DATE 10-Dec-2001	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. 18F BY US [REDACTED] RACE AND MISSILE DEFENSE PO BOX 1500 HUNTSVILLE AL 35807-3801	CODE W31RPD	7. ADMINISTERED BY (If other than item 6) DCM TYNGSBORO PO BOX 688 TYNGSBORO MA 01879	CODE NONE

(b)(6)

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) RAYTHEON COMPANY 180 HARTWELL ROAD BEDFORD MA 01730-0000	9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED (SEE ITEM 11)
	X 10A. MOD. OF CONTRACT/ORDER NO. DASG80-98-C-0001
	X 10B. DATED (SEE ITEM 13) 30-Jan-1998

CODE 04184      FACILITY CODE

### 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer  is extended,  is not extended.

Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:  
 (a) By completing Items 8 and 13, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)  
See Schedule

### 13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
X B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).
C. SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor  is not,  is required to sign this document and return \_\_\_\_\_ copies to the issuing office

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this modification is to provide incremental funding in the amount of \$1,500,000 for performance of CLIN 0003.

All other terms and conditions remain unchanged and in full force and effect.

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

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
15B. CONTRACTOR/OFFEROR	16B. DATE SIGNED
15C. DATE SIGNED	16C. DATE SIGNED
(Signature of person authorized to sign)	(Signature of Contracting Officer)

000521

SECTION A Solicitation/Contract Form

WHEREAS, pursuant to the contract clause, "Limitation of Funds," the government elects to add an increment of funds to CLINs 0003 and 0004 of the contract,

NOW, THEREFORE, the contract is hereby changed as described below.

1. SECTION G - CONTRACT ADMINISTRATION DATA, is modified as follows:

a. Paragraph G-5, Accounting and Appropriation Data (CLINs 0003 and 0004), is modified to add the following:

ACRN: AP  
ACCT CLASS: 212 2040 5Q 5Q17 P172419E55 255Y ER2D730000 S01021  
ER2D730000/24KJLE/4K0000  
ORDER NO.: ER2D730000-02 Funded Amt: \$1,500,000 Modification P00055

b. Paragraph G-6, Implementation of and Explanation of the Relationship of the Limitation of funds (LOF) Clause to Fee Obligations (CLINs 0003 and 0004) is modified as follows:

	PRIOR	THIS MODIFICATION	CUMULATIVE TOTAL
(1) Amount Required for Full Funding, Including Fee(s):	\$145,166,476	-0-	\$145,166,476
(2) Amount Allotted under the LOF Clause for Payment of Target Costs:			
(3) Amount Separately Obligated for Payment for Target Fee:			
(4) Total Amount Allotted and Obligated:	\$ 72,831,422	\$ 1,500,000	\$74,331,422
(5) Net Amount Required for Full Funding:	\$ 72,335,054	(\$1,500,000)	\$70,835,054
(6) Estimated Period of Performance the Allotted Amount will cover:	4 Jan 02		28 Feb 02

(b)(4)

2. The following page substitutions are hereby incorporated into the contract:

DELETE	ADD
Page 13B, Modification P00053	Page 13B, Modification P00054
Page 14, Modification P00053	Page 14, Modification P00054

000572

ACRN: AH  
CUMULATIVE AMOUNT: \$700,000  
ACCT CLASS: 9700400.2501 5Q-5Q07 P40770643873.3155 2514 S01021  
4N0551034N/04N551/4N  
ORDER NO/PRON: 4N-0-55103-4N-01 FUNDED AMT: \$700,000 (P00041)

ACRN: AM  
CUMULATIVE AMOUNT: \$17,000,000  
ACCT CLASS: 2112040 36 9618 P172419E55 255Y ER1D730100 S01021  
ER1D730100/1HHJLE/H  
ORDER NO: ER1D730100-01 FUNDED AMT: \$12,750,000 (P00049)  
ER1D730100-02 FUNDED AMT: \$ 2,250,000 (P00051)  
ER1D730100-03 FUNDED AMT: \$ 2,000,000 (P00052)

ACRN: AN  
CUMULATIVE AMOUNT: \$5,800  
ACCT CLASS: 971 0400 1202 181 JT01 606051 65126J 59232 525700  
ORDER NO.: NMIPR019207193C FUNDED AMT: \$5,800 (P00053)

ACRN: AP  
CUMULATIVE AMOUNT: \$7,002,000  
ACCT CLASS: 212 2040 5Q 5Q17 P172419E55 255Y ER2D730000 S01021  
ER2D730000/24KJLE/4K0000  
ORDER NO.: ER2D730000-01 FUNDED AMT: \$7,002,000 (P00054)  
ER2D730000-02 FUNDED AMT: \$1,500,000 (P00055)

CLIN 0009

(a) SUBCLIN 0009AA

ACRN: AJ  
CUMULATIVE AMOUNT: \$200,000  
ACCT CLASS: 5703600 290 4750 674478 28060F 503000 F78100  
REF: NACXXX00680104  
ORDER NO/PRON: NACXXX00680104-01 FUNDED AMT: \$200,000 (P00043)

ACRN: AK  
CUMULATIVE AMOUNT: \$85,000  
ACCT CLASS: 9700400 2520 0603173C 2564 [REDACTED] 0101129881 012123 (b)(3)(A)  
REF: [REDACTED] 0101129881 (i)&Title  
ORDER NO/PRON: [REDACTED] 0101129881-2 FUNDED AMT: \$50,000 (P00043) 10 Sec 130  
[REDACTED] 0101129881-03 FUNDED AMT: \$35,000 (P00045) (a)(b)

ACRN: AL  
CUMULATIVE AMOUNT: \$45,000  
ACCT CLASS: 2102040 36 9618 P172419E55 255Y ER0D731900 S01021  
ER0D731900/0YYJLE/H  
ORDER NO/PRON: ER0D731900-01 FUNDED AMT: \$45,000 (P00048)

000573

G-6. IMPLEMENTATION OF AND EXPLANATION OF THE RELATIONSHIP OF THE LIMITATION OF FUNDS (LOF) CLAUSE TO FEE OBLIGATIONS: The amount of funds estimated to be required for full performance, including fee(s); the amount of funds allotted pursuant to the Contract Clause hereof entitled, Limitations of Funds; the amount of funds currently obligated for fee; and the estimated period of performance covered by the funds allotted are set forth below. Amounts obligated for fee are separate from and are not to be commingled with the amounts allotted for costs and are not available to the contractor to cover costs in excess of those allotted to the contract for cost.

a. CLINs 0001 and 0002:

- (1) Amount Required for Full Funding: \$ 437,946
- (2) Amount Allotted Under the LOF Clause for Payment of Costs: [REDACTED]
- (3) Total Amount Allotted and Obligated: \$ 440,100
- (4) Net Amount Required for Full Funding: (\$ 2,154)
- (5) Estimated Period of Performance the Allotted Amount Will Cover: 30 Sep 99

(b)(4)

b. CLINs 0003 and 0004:

- (1) Amount Required for Full Funding, Including Fee(s): \$145,166,476
- (2) Amount Allotted Under the LOF Clause for Payment of Target Costs: [REDACTED]
- (3) Amount Separately Obligated for Payment of Target Fee: [REDACTED]
- (4) Total Amount Allotted and Obligated: \$ 74,331,422\*
- (5) Net Amount Required for Full Funding: \$ 70,835,054\*
- (6) Estimated Period of Performance the Allotted Amount Will Cover: 28 Feb 02

(b)(4)

c. CLINs 0005 and 0006:

SUBCLIN 0005AA

- (1) Amount Required for Full Funding, Including Fee(s): \$164,011,800\*
- (2) Amount Allotted Under the LOF Clause for Payment of Costs: \$ -0-
- (3) Amount Separately Obligated for Payment of Target Fee: \$ -0-
- (4) Total Amount Allotted and Obligated: \$ -0-
- (5) Net Amount Required for Full Funding: \$164,011,800\*
- (6) Estimated Period of Performance the Allotted Amount Will Cover:

\*NOT-TO-EXCEED (NTE)

000574

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1 2

1. AMENDMENT/MODIFICATION NO. P00056	3. EFFECTIVE DATE 17-Dec-2001	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO (If applicable)
6. BY [REDACTED] SPACE AND MISSILE DEFENSE [REDACTED] PO BOX 1500 HUNTSVILLE AL 35807-3801	CODE W31RPD	7. ADMINISTERED BY (If other than item 6) DCM TYNGSBORO PO BOX 888 TYNGSBORO MA 01879	CODE NONE

(b)(6)

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) RAYTHEON COMPANY 180 HARTWELL ROAD BEDFORD MA 01730-0000	9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED (SEE ITEM 11)
	X 10A. MOD. OF CONTRACT/ORDER NO. DASG60-98-C-0001
	X 10B. DATED (SEE ITEM 13) 30-Jan-1998

CODE 04164

FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer  is extended.  is not extended.

Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:  
 (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted, or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)  
See Schedule

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B). SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X D. OTHER (Specify type of modification and authority) FAR 52.232-22, Limitation of Funds

E. IMPORTANT: Contractor  is not,  is required to sign this document and return \_\_\_\_\_ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
The purpose of this modification is to effect the following changes:

1. Provide incremental funding in the amount of \$1,500,000 for performance of CLIN 0003.
2. Correct administrative errors to clauses H-10.
3. All other terms and conditions remain unchanged and in full force and effect.

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

13A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
13B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	16B. DATE SIGNED (Signature of Contracting Officer)
15C. DATE SIGNED	16C. DATE SIGNED

(b)(6)

EXCEPTION TO SF 30 APPROVED BY OIRM 11-84

30-105-04

STANDARD FORM 30 (Rev. 10-83) Prescribed by GSA FAR (48 CFR) 53.243

000575

SECTION A Solicitation/Contract Form

WHEREAS, pursuant to the contract clause, "Limitation of Funds," the government elects to add an increment of funds to CLINs 0003 and 0004 of the contract,

NOW, THEREFORE, the contract is hereby changed as described below.

1. SECTION G - CONTRACT ADMINISTRATION DATA, is modified as follows:

a. Paragraph G-5, Accounting and Appropriation Data (CLINs 0003 and 0004), is modified to add the following:

ACRN: AP  
ACCT CLASS: 212 2040 5Q 5Q17 P172419E55 255Y ER2D730000 S01021  
ER2D730000/24KJLE/4K0000  
ORDER NO.: ER2D730000-03 Funded Amt: \$1,500,000 Modification P00056

b. Paragraph G-6, Implementation of and Explanation of the Relationship of the Limitation of funds (LOF) Clause to Fee Obligations (CLINs 0003 and 0004) is modified as follows:

	PRIOR	THIS MODIFICATION	CUMULATIVE TOTAL
(1) Amount Required for Full Funding, Including Fee(s):	\$145,166,476	-0-	\$145,166,476
(2) Amount Allotted under the LOF Clause for Payment of Target Costs:			
(3) Amount Separately Obligated for Payment for Target Fee:			
(4) Total Amount Allotted and Obligated:	\$ 74,331,422	\$ 1,500,000	\$75,831,422
(5) Net Amount Required for Full Funding:	\$ 70,835,054	(\$1,500,000)	\$69,335,054
(6) Estimated Period of Performance the Allotted Amount will cover:	28 Feb 02		28 Feb 02

(b)(4)

2. Modification P00055 inadvertently failed to change clause H-10, Incremental Funding of the Contract. Therefore, a corrected page is attached hereto, which includes funding provided by this modification.

3. The following page substitutions are hereby incorporated into the contract:

DELETE	ADD
Page 13B, Modification P00055	Page 13B, Modification P00056
Page 14, Modification P00055	Page 14, Modification P00056
Page 21, Modification P00054	Page 21, Modification P00055

000576

ACRN: AH  
CUMULATIVE AMOUNT: \$700,000  
ACCT CLASS: 9700400.2501 5Q-5Q07 P40770643873.3155 2514 S01021  
4N0551034N/04N551/4N  
ORDER NO/PRON: 4N-0-55103-4N-01 FUNDED AMT: \$700,000 (P00041)

ACRN: AM  
CUMULATIVE AMOUNT: \$17,000,000  
ACCT CLASS: 2112040 36 9618 P172419E55 255Y ER1D730100 S01021  
ER1D730100/1HHJLE/H  
ORDER NO: ER1D730100-01 FUNDED AMT: \$12,750,000 (P00049)  
ER1D730100-02 FUNDED AMT: \$ 2,250,000 (P00051)  
ER1D730100-03 FUNDED AMT: \$ 2,000,000 (P00052)

ACRN: AN  
CUMULATIVE AMOUNT: \$5,800  
ACCT CLASS: 971 0400 1202 181 JT01 606051 65126J 59232 525700  
ORDER NO.: NMIPR019207193C FUNDED AMT: \$5,800 (P00053)

ACRN: AP  
CUMULATIVE AMOUNT: \$7,002,000  
ACCT CLASS: 212 2040 5Q 5Q17 P172419E55 255Y ER2D730000 S01021  
ER2D730000/24KJLE/4K0000  
ORDER NO.: ER2D730000-01 FUNDED AMT: \$7,002,000 (P00054)  
ER2D730000-02 FUNDED AMT: \$1,500,000 (P00055)  
ER2D730000-03 FUNDED AMT: \$1,500,000 (P00056)

CLIN 0009

(a) SUBCLIN 0009AA

ACRN: AJ  
CUMULATIVE AMOUNT: \$200,000  
ACCT CLASS: 5703600 290 4750 674478 28060F 503000 F78100  
REF: NACXXX00680104  
ORDER NO/PRON: NACXXX00680104-01 FUNDED AMT: \$200,000 (P00043)

ACRN: AK  
CUMULATIVE AMOUNT: \$85,000  
ACCT CLASS: 9700400 2520 0603173C 2564 [REDACTED] 0101129881 012123  
REF: [REDACTED] 0101129881  
ORDER NO/PRON: [REDACTED] 0101129881-2 FUNDED AMT: \$50,000 (P00043)  
[REDACTED] 0101129881-03 FUNDED AMT: \$35,000 (P00045)

(b)(3)(A)  
(i)&Title  
10 Sec 130  
(a)(b)

ACRN: AL  
CUMULATIVE AMOUNT: \$45,000  
ACCT CLASS: 2102040 36 9618 P172419E55 255Y ER0D731900 S01021  
ER0D731900/0YYJLE/H  
ORDER NO/PRON: ER0D731900-01 FUNDED AMT: \$45,000 (P00048)

000577

G-6. IMPLEMENTATION OF AND EXPLANATION OF THE RELATIONSHIP OF THE LIMITATION OF FUNDS (LOF) CLAUSE TO FEE OBLIGATIONS: The amount of funds estimated to be required for full performance, including fee(s); the amount of funds allotted pursuant to the Contract Clause hereof entitled, Limitations of Funds; the amount of funds currently obligated for fee; and the estimated period of performance covered by the funds allotted are set forth below. Amounts obligated for fee are separate from and are not to be commingled with the amounts allotted for costs and are not available to the contractor to cover costs in excess of those allotted to the contract for cost.

a. CLINs 0001 and 0002.

- (1) Amount Required for Full Funding: \$ 437,946
- (2) Amount Allotted Under the LOF Clause for Payment of Costs: [REDACTED] (b)(4)
- (3) Total Amount Allotted and Obligated: \$ 440,100
- (4) Net Amount Required for Full Funding: (\$ 2,154)
- (5) Estimated Period of Performance the Allotted Amount Will Cover: 30 Sep 99

b. CLINs 0003 and 0004:

- (1) Amount Required for Full Funding, Including Fee(s): \$145,166,476
- (2) Amount Allotted Under the LOF Clause for Payment of Target Costs: [REDACTED] (b)(4)
- (3) Amount Separately Obligated for Payment of Target Fee: [REDACTED]
- (4) Total Amount Allotted and Obligated: \$ 75,831,422\*
- (5) Net Amount Required for Full Funding: \$ 69,335,054\*
- (6) Estimated Period of Performance the Allotted Amount Will Cover: 28 Feb 02

c. CLINs 0005 and 0006:

SUBCLIN 0005AA

- (1) Amount Required for Full Funding, Including Fee(s): \$164,011,800\*
- (2) Amount Allotted Under the LOF Clause for Payment of Costs: \$ -0-
- (3) Amount Separately Obligated for Payment of Target Fee: \$ -0-
- (4) Total Amount Allotted and Obligated: \$ -0-
- (5) Net Amount Required for Full Funding: \$164,011,800\*
- (6) Estimated Period of Performance the Allotted Amount Will Cover:

\*NOT-TO-EXCEED (NTE)

000578

H-8. GOVERNMENT-FURNISHED FUELS PROVIDED

Fuels as identified below will be provided through [redacted] in accordance with the clause of this contract entitled Government Property (Cost-Reimbursement, Time and Material, or Labor-Hour Contracts). From time to time the contractor may order with the supplier for partial deliveries of fuel. To assist the Contracting Officer in maintaining accountability of total orders, the contractor shall notify the Contracting Officer when fuels ordered exceed 85 percent of the amount specified below. This is requested for each fuels type listed. The contractor will be financially responsible for orders for fuels in excess of the amount stipulated below:

(b)(3)(A)  
(i)&Title  
10 Sec 130  
(a)(b)

NOMENCLATURE	NATIONAL STOCK NO. (NSN)	UNIT OF ISSUE	QUANTITY AUTHORIZED AS GFP
--------------	--------------------------	---------------	----------------------------

H-9. DESIGN SENSITIVITY TO COST (COST AS AN INDEPENDENT VARIABLE): The contractor may propose changes to the proposed design conforming to cost as an independent variable (CAIV). Those changes which do not alter the Aerostat Performance Specification (APS) may be implemented by the contractor 10 working days after notice of intent specifying the changes is provided to the government. Changes which alter the APS by reducing the requirements may only be undertaken without an equitable reduction in the estimated cost and schedule of the contract if the contractor demonstrates 1) a comparable gain in other performance requirements, 2) such changes are acceptable to the government, and 3) the change does not alter the overall estimated cost of the program. In no event, however, shall the contractor propose to reduce or alter the requirements of paragraph A.2 of Appendix A of the APS.

H-10. INCREMENTAL FUNDING OF THE CONTRACT:

a. It is expected that allotments within each fiscal year will be made on an incremental basis in accordance with the LIMITATION OF FUNDS clause.

b. Pursuant to the Limitation of Funds clause, the sum of \$440,100 is presently allotted to CLIN 0001 and available for payment to cover the work to be performed hereunder until 30 Sep 99. The amount of [redacted] obligated for Potential Fee for a total amount of [redacted] for CLIN 0001.

(b)(4)

c. Pursuant to the LIMITATION OF FUNDS clause, the sum of \$69,623,044 is presently allotted to CLIN 0003 and available for payment to cover the work to be performed hereunder until 28 Feb 02. The amount of [redacted] obligated for Potential Fee (if applicable), for a total amount of [redacted] for CLIN 0003. It is anticipated that funds will be allotted and obligated (combined amounts for Cost and Potential Fee) as follows:

(b)(4)

	<u>PLANNED DATE OF FUNDING</u>	<u>AMOUNT</u>	<u>CUMULATIVE</u>
		(In Millions)	
CLIN 0001	Current Obligations (Jun 99)		\$440,100

000579

2. AMENDMENT/MODIFICATION NO. PC 257  
 3. EFFECTIVE DATE 20-Feb-2002  
 4. REQUISITION/PURCHASE REQ. NO.  
 5. PROJECT NO. (If applicable)  
 6. ISSUED BY US ARMY SPACE AND MISSILE OFFENSE CODE W31RFD  
 7. ADMINISTERED BY (If other than item 6) CODE NONE  
 DCM TYNGSBORO  
 PO BOX 888  
 TYNGSBORO MA 01879 (b)(6)

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)  
 RAYTHEON COMPANY  
 180 HARTWELL ROAD  
 BEDFORD MA 01730-0000  
 9A. AMENDMENT OF SOLICITATION NO.  
 9B. DATED (SEE ITEM 11)  
 X 10A. MOD. OF CONTRACT/ORDER NO. DASG60-98-C-0001  
 10B. DATED (SEE ITEM 13)  
 X 30-Jan-1998  
 CODE 04164 FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS  
 The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offer  is extended,  is not extended.  
 Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:  
 (a) By completing items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted;  
 or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. By virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)  
 See Schedule

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS.  
 IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying \_\_\_\_\_, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

X D. OTHER (Specify type of modification and authority)  
 Special Contract Requirements Paragraph H-3, OPTIONS

E. IMPORTANT: Contractor  is not,  is required to sign this document and return \_\_\_\_\_ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
 A portion of Option CLIN 000 \_\_\_\_\_ exercised and funded as set forth below:  
 CLIN 0009AA \_\_\_\_\_ (b)(4)  
 CLIN 0009AB Materials \$59,894  
 The contract is modified as described herein.

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

15A. NAME AND TITLE OF SIGNER (Type or print) 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) (b)(6)  
 15B. CONTRACTOR/OFFEROR 15C. DATE SIGNED 16C. DATE SIGNED  
 (Signature of person authorized to sign) (Signature of Contracting Officer)

SECTION A Solicitation/Contract Form

1. As a result of the option exercise, the contract amount is increased by \$105,000. Standard Form 26, Block 15G, is increased accordingly, from \$145,934,422 to \$146,039,422.

2. Section B, Paragraph B-1, CLIN 0009AA and 0009AB are modified as follows:

a. CLIN 0009AA Available Direct Productive person Hours (DPPH) is reduced by [redacted] DPPH, from [redacted] to [redacted]. Amount is decreased by [redacted] from [redacted] to [redacted]. Exercised DPPH is increased by [redacted] DPPH, from [redacted] to [redacted]. Amount is increased by [redacted] from [redacted] to [redacted]. (b)(4)

b. CLIN 0009AB Available Material Dollars is decreased by \$59,894, from \$5,528,296 to \$5,468,402. Exercised Material Dollars is increased by \$59,894, from 0 to \$59,894.

3. Section G, Paragraph G-5, CCOUNTING AND APPROPRIATION DATA, is modified to add the following:

SubCLIN 0009AA:

ACRN: AQ  
ACCT CLASS: 2112040 36 9618 P172419E55 255Y ER1D732000 S01021 ER1D732000/1HHJLE/H  
ORDER NO: ER1D732000-01 FUNDED AMOUNT: \$45,106 (P00057)

SubCLIN 0009AB:

ACRN: AQ  
ACCT CLASS: 2112040 36 9618 P172419E55 255Y ER1D732000 S01021 ER1D732000/1HHJLE/H  
ORDER NO: ER1D732000-01 FUNDED AMOUNT: \$24,894 (P00057)

ACRN: AR  
ACCT CLASS: 212 2040 5Q 5Q17 P172419E55 255Y ER2D731400 S01021 ER2D731400/24KJLE/4K0000  
ORDER NO: ER2D731400-01 FUNDED AMOUNT: \$35,000 (P00057)

4. Section G, Paragraph G-6, IMPLEMENTATION OF THE RELATIONSHIP OF THE LIMITATION OF FUNDS (LOF) CLAUSE TO FEE OBLIGATIONS, is modified as described below:

<u>SUBCLIN 0009AA</u>	PRIOR	THIS MODIFICATION	CUMULATIVE TOTAL
(1) Amount Required for Full Funding, Including Fee(s):	\$14,095,880	-0-	\$14,095,880
(2) Amount Allotted under the LOF Clause for Payment of Costs:	[redacted]	[redacted]	[redacted]
(3) Amount Separately Obligated for Payment of Fee:	[redacted]	[redacted]	[redacted]
(4) Total Amount Allotted and Obligated:	\$ 330,000	\$45,106	\$ 375,106
(5) Net Amount Required for Full Funding:	\$13,765,880	(\$45,106)	\$13,720,774

000581

SUBCLIN 0009AB

	PRIOR	THIS MODIFICATION	CUMULATIVE TOTAL
(1) Amount Required for Full Funding, Including Fee(s):	\$5,528,296	-0-	\$5,528,296
(2) Amount Allotted under the LOF Clause for Payment of Costs:	[REDACTED]		
(3) Amount Separately Obligated for Payment of Fee:	[REDACTED]		
(4) Total Amount Allotted and Obligated:	-0-	\$59,894	\$ 59,984
(5) Net Amount Required for Full Funding:	\$5,528,296	(\$59,894)	\$5,468,402

(b)(4)

5. The following page substitutions are hereby incorporated into the contract:

DELETE

Page 1, Modification P00048  
Page 3B, Modification P00051  
-----  
Page 14B, Modification P00054  
Page 14C, Modification P00051

ADD

Page 1, Modification P00057  
Page 3B, Modification P00057  
Page 13C, Modification P00057  
Page 14B, Modification P00057  
Page 14C, Modification P00057

000582

<b>AWARD/CONTRACT</b>		1. THIS CONTRACT IS A RATED ORDER UNDER OPAS (15 CFR 380) <b>RATING</b> OX-A2	PAGE OF PAGES 1 13
TRACT (Proc. Inv. Acq.) NO. 660-98-C-0001		3. EFFECTIVE DATE 98 Jan 30	4. ACQUISITION/PURCHASE (ACQ.) SYM. OBJECT NO. ORDER NO.: ER8D70500-01
OFF BY ARMY SPACE AND MISSILE DEFENSE COMMAND CTR & ACQ MGT OFC. SMDC-CM-CN P.O. BOX 1500, HUNTSVILLE, AL 35807-3801		5. ADMINISTERED BY (If other than item 5) DEFENSE LOGISTICS AGENCY P.O. BOX 928 Hanover, MD 21076	CF NO.
CODE W31RPD		SCD: A	ADP: NA
		PAS: NONE	

7. NAME AND ADDRESS OF CONTRACTOR (Name, street, city, county, State and ZIP Code) RAYTHEON COMPANY dba RAYTHEON SYSTEMS COMPANY 180 HARTWELL ROAD BEDFORD, MA 01730		6. DELIVERY <input type="checkbox"/> FOB ORIGIN <input checked="" type="checkbox"/> OTHER (See below)
		8. DISCOUNT FOR PROMPT PAYMENT NET
		10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN OR ITEM See Section G, Para. G-1

CODE 04164	FACILITY CODE
11. SMP TO/MADE FOR SEE DISTRIBUTION LIST ATTACHED TO DD FORM 1423	12. PAYMENT WILL BE MADE BY DFAS Columbus Center mailing procedures provided under separate cover

13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 USC 3041 ( 6 ) <input type="checkbox"/> 41 USC 3011 ( )	14. ACCOUNTING AND APPROPRIATION DATA See Section G-6
--	--

A. ITEM NO.	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
See Section B for Items 15A through 15F					
15G. TOTAL AMOUNT OF CONTRACT					146,039,422

15. TABLE OF CONTENTS					
(J)	SEC.	DESCRIPTION	PAGES	(J)	SEC.
PART I - THE SOURCE			PART II - CONTRACT CLAUSES		
✓	A	SOLICITATION/CONTRACT FORM	1	✓	I
✓	B	SUPPLIES OR SERVICES AND PRICES/COSTS	2-7	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.	
✓	C	DESCRIPTION/SPEC./FORM STATEMENT		✓	J
✓	D	PACKAGING AND MARKING	8	PART IV - REPRESENTATIONS AND RESTRICTIONS	
✓	E	INSPECTION AND ACCEPTANCE	9	✓	K
✓	F	DELIVERY OR PERFORMANCE	10-11	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	
✓	G	CONTRACT ADMINISTRATION DATA	12-15	✓	L
✓	H	SPECIAL CONTRACT REQUIREMENTS	16-24	SUPPORT, CORRECTION, AND NOTICES TO OFFERORS	
			✓	✓	M
			EVALUATION FACTORS FOR AWARD		

**CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE**

17. <input checked="" type="checkbox"/> <b>CONTRACTOR'S NEGOTIATED AGREEMENT</b> (Contractor to be signed to sign this document and return to contracting officer.) Contractor agrees to furnish and deliver all items or portions of the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The terms and conditions 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, stipulations, certifications, and specifications as are attached or stated by reference herein. (Attachments are listed herein.)	18. <input type="checkbox"/> <b>AWARD</b> (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 on the above, as hereby accepted as to the items listed above and on any continuation sheets. This award constitutes the Government's solicitation and your offer, and is the award/contract. No further contractual document is necessary.
NAME AND TITLE OF OFFER (Type or print) See Page 1A	28A. NAME OF CONTRACTING OFFICER See Page 1A
NAME OF CONTRACTOR	28B. UNITED STATES OF AMERICA
19C. DATE SIGNED	28C. DATE SIGNED

000583

<u>CLIN</u>	<u>SUPPLIES OR SERVICES</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>AMOUNT</u>
0009AA	Available Direct Productive Person Hours (DPPH)	[REDACTED]	See B-10	[REDACTED]
	Exercised DPPH		See B-10	
0009AB	Available Material Dollars	[REDACTED]	See B-10	\$ 5,468,402
	Exercised Material Dollars		See B-10	\$ 59,894

(b)(4)

(b)(3)(A)(i)&Title  
10 Sec 130 (a)(b)

000584

ACRN: AQ  
CUMULATIVE AMOUNT: \$45,106  
ACCT CLASS: 2112040 36 9618 P172419E55 255Y ER1D732000 S01021  
ER1D732000/1HHJLE/H  
ORDER NO/PRON: ER1D732000-01 FUNDED AMT: \$45,106 (P00057)

(b) SUBCLIN 0009AB:

ACRN: AQ  
CUMULATIVE AMOUNT: \$24,894  
ACCT CLASS: 2112040 36 9618 P172419E55 255Y ER1D732000 S01021  
ER1D732000/1HHJLE/H  
ORDER NO/PRON: ER1D732000-01 FUNDED AMT \$24,894 (P00057)

ACRN : AR  
CUMULATIVE AMONT: \$35,000  
ACCT CLASS: 212 2040 5Q 5Q17 P172419E55 255Y ER2D731400 S01021  
ER2D731400/24KJLE/4K0000  
ORDER NO/PRON: ER2D731400-01 FUNDED AMT: \$35,000 (P00057)

000585

SUBCLIN 0007AB

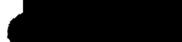
(1) Amount Required for Full Funding, Including Fee(s):	\$ <u>10,868,600*</u>
(2) Amount Allotted Under the LOF Clause for Payment of Costs:	\$ _____ -0-
(3) Amount Separately Obligated for Payment of Target Fee:	\$ _____ -0-
(4) Total Amount Allotted and Obligated:	\$ _____ -0-
(5) Net Amount Required for Full Funding:	\$ <u>10,868,600*</u>
(6) Estimated Period of Performance the Allotted Amount Will Cover:	

SUBCLIN 0007AC

(1) Amount Required for Full Funding, Including Fee(s):	\$ <u>61,868,600*</u>
(2) Amount Allotted Under the LOF Clause for Payment of Costs:	\$ _____ -0-
(3) Amount Separately Obligated for Payment of Target Fee:	\$ _____ -0-
(4) Total Amount Allotted and Obligated:	\$ _____ -0-
(5) Net Amount Required for Full Funding:	\$ <u>61,868,600*</u>
(6) Estimated Period of Performance the Allotted Amount Will Cover:	

e. CLINs 0009 and 0010:

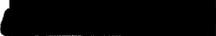
SUBCLIN 0009AA:

(1) Amount Required for Full Funding, Including Fee(s):	\$ <u>14,095,880</u>
(2) Amount Allotted Under the LOF Clause for Payment of Costs:	 (b)(4)
(3) Amount Separately Obligated for Payment of Fee:	
(4) Total Amount Allotted and Obligated:	\$ <u>375,106</u>
(5) Net Amount Required for Full Funding:	\$ <u>13,720,774</u>
(6) Estimated Period of Performance the Allotted Amount Will Cover:	

\*NOT-TO-EXCEED (NTE)

000586

SUBCLIN 0009AB:

- |   |  |
|---|--|
| (1) Amount Required for Full Funding, Including Fee(s):             | \$ <u>5,528,296</u>  |
| (2) Amount Allotted Under the LOF Clause for Payment of Costs:      |  (b)(4) |
| (3) Amount Separately Obligated for Payment of Fee:                 |         |
| (4) Total Amount Allotted and Obligated:                            | \$ <u>59,894</u>   |
| (5) Net Amount Required for Full Funding:                           | \$ <u>5,468,402</u>  |
| (6) Estimated Period of Performance the Allotted Amount Will Cover: |  |

000587

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

1. CONTRACT ID CODE \_\_\_\_\_ PAGE OF PAGES  
 1 | 2

2. AMENDMENT/MODIFICATION NO. POO# <u>758</u>		3. EFFECTIVE DATE 22-Feb-2002	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. I. <u>3Y</u> US <u>SPACE AND MISSILE DEFENSE</u> [Redacted] PO BOX 1500 HUNTSVILLE AL 35807-3801	CODE <u>W31RPD</u>	7. ADMINISTERED BY (If other than item 6) DCM TYNGSBORO PO BOX 688 TYNGSBORO MA 01879		CODE <u>NONE</u>

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) RAYTHEON COMPANY 180 HARTWELL ROAD BEDFORD MA 01730-0000	9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED (SEE ITEM 11)
	X 10A. MOD. OF CONTRACT/ORDER NO. DASG60-98-C-0001
	X 10B. DATED (SEE ITEM 13) 30-Jan-1998

CODE 04164 FACILITY CODE \_\_\_\_\_

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer  is extended.  is not extended.

Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:  
 (a) By completing Items 8 and 13, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted;  
 or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

**12. ACCOUNTING AND APPROPRIATION DATA (If required)**

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS.  
 IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

X B. ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).

C. SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor  is not,  is required to sign this document and return \_\_\_\_\_ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this modification is to correct administrative errors on the contract.

All other terms and conditions remain unchanged and in full force and effect.

758  
 11-15-01

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

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
15B. CONTRACTOR/OFFEROR	16B. UNITED STATES OF AMERICA
15C. DATE SIGNED	16C. DATE SIGNED
(Signature of person authorized to sign)	(Signature of Contracting Officer)

(b)(6) (i)  
 (b)(6)

000588

SECTION A Solicitation/Contract Form

1. The purpose of this modification is to correct the following administrative errors:

Modification P00057, SF 30, the number of CLIN 0009AA hours exercised is corrected to read [REDACTED] (b)(4)  
lieu of [REDACTED]. A pen and ink change is authorized on the SF 30, modification P00057.

b. Section G, Contract Administration Data, paragraph G-5, Accounting and Appropriation Data, ACRN AP is corrected to update the total cumulative amount obligated under the ACRN from \$7,002,000 to \$10,002,000.

2. The total amount obligated under the contract remains unchanged.

3. The following page substitutions are hereby incorporated into the contract:

DELETE

ADD

Page 13B, Modification P00056

Page 13B, Modification P00058

000589

ACRN: AH  
 CUMULATIVE AMOUNT: \$700,000  
 ACCT CLASS: 9700400.2501 5Q-5Q07 P40770643873.3155 2514 S01021  
 4N0551034N/04N551/4N  
 ORDER NO/PRON: 4N-0-55103-4N-01 FUNDED AMT: \$700,000 (P00041)

ACRN: AM  
 CUMULATIVE AMOUNT: \$17,000,000  
 ACCT CLASS: 2112040 36 9618 P172419E55 255Y ER1D730100 S01021  
 ER1D730100/IHHJLE/H  
 ORDER NO: ER1D730100-01 FUNDED AMT: \$12,750,000 (P00049)  
 ER1D730100-02 FUNDED AMT: \$ 2,250,000 (P00051)  
 ER1D730100-03 FUNDED AMT: \$ 2,000,000 (P00052)

ACRN: AN  
 CUMULATIVE AMOUNT: \$5,800  
 ACCT CLASS: 971 0400 1202 181 JT01 606051 65126J 59232 525700  
 ORDER NO.: NMIPR019207193C FUNDED AMT: \$5,800 (P00053)

ACRN: AP  
 CUMULATIVE AMOUNT: \$10,002,000  
 ACCT CLASS: 212 2040 5Q 5Q17 P172419E55 255Y ER2D730000 S01021  
 ER2D730000/24KJLE/4K0000  
 ORDER NO.: ER2D730000-01 FUNDED AMT: \$7,002,000 (P00054)  
 ER2D730000-02 FUNDED AMT: \$1,500,000 (P00055)  
 ER2D730000-03 FUNDED AMT: \$1,500,000 (P00056)

CLIN 0009

(a) SUBCLIN 0009AA

ACRN: AJ  
 CUMULATIVE AMOUNT: \$200,000  
 ACCT CLASS: 5703600 290 4750 674478 28060F 503000 F78100  
 REF: NACXXX00680104  
 ORDER NO/PRON: NACXXX00680104-01 FUNDED AMT: \$200,000 (P00043)

ACRN: AK  
 CUMULATIVE AMOUNT: \$85,000  
 ACCT CLASS: 9700400 2520 0603173C 2564 [REDACTED] 0101129881 012123 (b)(3)(A)  
 REF: [REDACTED] 0101129881 (i)&Title 10  
 ORDER NO/PRON: [REDACTED] 0101129881-2 FUNDED AMT: \$50,000 (P00043) Sec 130 (a)  
 [REDACTED] 0101129881-03 FUNDED AMT: \$35,000 (P00045) (b)

ACRN: AL  
 CUMULATIVE AMOUNT: \$45,000  
 ACCT CLASS: 2102040 36 9618 P172419E55 255Y ER0D731900 S01021  
 ER0D731900/OYYJLE/H  
 ORDER NO/PRON: ER0D731900-01 FUNDED AMT: \$45,000 (P00048)

00590

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

1 | 2

AMENDMENT/MODIFICATION NO. 00060	3. EFFECTIVE DATE [REDACTED]	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable) (b)(6)
ISSUING AGENCY AND MISSILE DEFENSE [REDACTED] PO BOX 1500 HUNTSVILLE AL 35807-3801	CODE W31RPD	7. ADMINISTERED BY (If other than item 6) DCM TYNGSBORO PO BOX 688 TYNGSBORO MA 01879	CODE NONE

NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) RAYTHEON COMPANY 180 HARTWELL ROAD BEDFORD MA 01730-0000	9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED (SEE ITEM 11)
	X 10A. MOD. OF CONTRACT/ORDER NO. DASG60-98-C-0001
	X 10B. DATED (SEE ITEM 13) 30-Jan-1998

CODE 04164 FACILITY CODE

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer  is extended,  is not extended.

Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:  
 (a) By completing items 8 and 15, and returning \_\_\_\_\_ copies of the amendment, (b) By acknowledging receipt of this amendment on each copy of the offer submitted, or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

**12. ACCOUNTING AND APPROPRIATION DATA (If required)**  
See Schedule

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).

C. SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

X D. OTHER (Specify type of modification and authority)  
FAR 52.232-22, Limitation of Funds

E. IMPORTANT: Contractor  is not,  is required to sign this document and return \_\_\_\_\_ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
The purpose of this modification is to provide incremental funding in the amount of \$6,000,000 for performance of CLIN 0003.  
All other terms and conditions remain unchanged and in full force and effect.

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

15A. NAME AND TITLE OF SIGNER (Type or print)	15C. DATE SIGNED		16C. DATE SIGNED
(Signature of person authorized to sign)	(Signature of Contracting Officer)		

000591

SECTION A Solicitation/Contract Form

WHEREAS, pursuant to the contract clause, "Limitation of Funds," the government elects to add an increment of funds to CLINs 0003 and 0004 of the contract,

NOW, THEREFORE, the contract is hereby changed as described below.

1. SECTION G - CONTRACT ADMINISTRATION DATA, is modified as follows:

a. Paragraph G-5, Accounting and Appropriation Data (CLINs 0003 and 0004), is modified to add the following:

ACRN: AP  
ACCT CLASS: 212 2040 5Q 5Q17 P172419E55 255Y ER2D730000 S01021  
ER2D730000/24KJLE/4K0000  
ORDER NO.: ER2D730000-05 Funded Amt: \$6,000,000 Modification P00059 <sup>60</sup>

b. Paragraph G-6, Implementation of and Explanation of the Relationship of the Limitation of funds (LOF) Clause to Fee Obligations (CLINs 0003 and 0004) is modified as follows:

	PRIOR	THIS MODIFICATION	CUMULATIVE TOTAL
(1) Amount Required for Full Funding, Including Fee(s):	\$145,166,476	-0-	\$145,166,476
(2) Amount Allotted under the LOF Clause for Payment of Target Costs:	(b)(4)		
(3) Amount Separately Obligated for Payment for Target Fee:	(b)(4)		
(4) Total Amount Allotted and Obligated:	\$ 75,831,422	\$ 6,000,000	\$81,831,422
(5) Net Amount Required for Full Funding:	\$ 69,335,054	(\$6,000,000)	\$63,335,054
(6) Estimated Period of Performance the Allotted Amount will cover:	28 Feb 02		7 Jun 02

2. The following page substitutions are hereby incorporated into the contract:

DELETE	ADD
Page 13B, Modification P00058	Page 13B, Modification P00059
Page 14, Modification P00056	Page 14, Modification P00059
Page 21, Modification P00056	Page 21, Modification P00059

000592

ACRN: AH  
CUMULATIVE AMOUNT: \$700,000  
ACCT CLASS: 9700400.2501 5Q-5Q07 P40770643873.3155 2514 S01021  
4N0551034N/04N551/4N  
ORDER NO/PRON: 4N-0-55103-4N-01 FUNDED AMT: \$700,000 (P00041)

ACRN: AM  
CUMULATIVE AMOUNT: \$17,000,000  
ACCT CLASS: 2112040 36 9618 P172419E55 255Y ER1D730100 S01021  
ER1D730100/1HHJLE/H  
ORDER NO: ER1D730100-01 FUNDED AMT: \$12,750,000 (P00049)  
ER1D730100-02 FUNDED AMT: \$ 2,250,000 (P00051)  
ER1D730100-03 FUNDED AMT: \$ 2,000,000 (P00052)

ACRN: AN  
CUMULATIVE AMOUNT: \$5,800  
ACCT CLASS: 971 0400 1202 181 JT01 606051 65126J 59232 525700  
ORDER NO.: NMIPR019207193C FUNDED AMT: \$5,800 (P00053)

ACRN: AP  
CUMULATIVE AMOUNT: \$16,002,000  
ACCT CLASS: 212 2040 5Q 5Q17 P172419E55 255Y ER2D730000 S01021  
ER2D730000/24KJLE/4K0000  
ORDER NO.: ER2D730000-01 FUNDED AMT: \$7,002,000 (P00054)  
ER2D730000-02 FUNDED AMT: \$1,500,000 (P00055)  
ER2D730000-03 FUNDED AMT: \$1,500,000 (P00056)  
ER2D730000-05 FUNDED AMT: \$6,000,000 (P00059)

CLIN 0009

(a) SUBCLIN 0009AA

ACRN: AJ  
CUMULATIVE AMOUNT: \$200,000  
ACCT CLASS: 5703600 290 4750 674478 28060F 503000 F78100  
REF: NACXXX00680104  
ORDER NO/PRON: NACXXX00680104-01 FUNDED AMT: \$200,000 (P00043)

ACRN: AK  
CUMULATIVE AMOUNT: \$85,000  
ACCT CLASS: 9700400 2520 0603173C 2564 [REDACTED] 0101129881 012123  
REF: [REDACTED] 0101129881  
ORDER NO/PRON: [REDACTED] 0101129881-2 FUNDED AMT: \$50,000 (P00043)  
[REDACTED] 0101129881-03 FUNDED AMT: \$35,000 (P00045)

(b)(3)(A)  
(i)&Title 10  
Sec 130 (a)(b)

ACRN: AL  
CUMULATIVE AMOUNT: \$45,000  
ACCT CLASS: 2102040 36 9618 P172419E55 255Y ER0D731900 S01021  
ER0D731900/0YYJLE/H  
ORDER NO/PRON: ER0D731900-01 FUNDED AMT: \$45,000 (P00048)

000593

G-6 IMPLEMENTATION OF AND EXPLANATION OF THE RELATIONSHIP OF THE LIMITATION OF FUNDS (LOF) CLAUSE TO FEE OBLIGATIONS: The amount of funds estimated to be required for full performance, including fee(s); the amount of funds allotted pursuant to the Contract Clause hereof entitled, Limitations of Funds; the amount of funds currently obligated for fee; and the estimated period of performance covered by the funds allotted are set forth below. Amounts obligated for fee are separate from and are not to be commingled with the amounts allotted for costs and are not available to the contractor to cover costs in excess of those allotted to the contract for cost.

- a. CLINs 0001 and 0002:
  - (1) Amount Required for Full Funding: \$ 437,946
  - (2) Amount Allotted Under the LOF Clause for Payment of Costs: 
  - (3) Total Amount Allotted and Obligated: \$ 440,100
  - (4) Net Amount Required for Full Funding: (\$ 2,154)
  - (5) Estimated Period of Performance the Allotted Amount Will Cover: 30 Sep 99
  
- b. CLINs 0003 and 0004:
  - (1) Amount Required for Full Funding, Including Fee(s): \$145,166,476
  - (2) Amount Allotted Under the LOF Clause for Payment of Target Costs:  (b)(1)
  - (3) Amount Separately Obligated for Payment of Target Fee: 
  - (4) Total Amount Allotted and Obligated: \$ 81,831,422\*
  - (5) Net Amount Required for Full Funding: \$ 63,335,054\*
  - (6) Estimated Period of Performance the Allotted Amount Will Cover: 7 Jun 02
  
- c. CLINs 0005 and 0006:  
SUBCLIN 0005AA
  - (1) Amount Required for Full Funding, Including Fee(s): \$164,011,800\*
  - (2) Amount Allotted Under the LOF Clause for Payment of Costs: \$ -0-
  - (3) Amount Separately Obligated for Payment of Target Fee: \$ -0-
  - (4) Total Amount Allotted and Obligated: \$ -0-
  - (5) Net Amount Required for Full Funding: \$164,011,800\*
  - (6) Estimated Period of Performance the Allotted Amount Will Cover:

\*NOT-TO-EXCEED (NTE)

000594

H-8. GOVERNMENT-FURNISHED FUELS PROVIDED

Fuels as identified below will be provided through [redacted] in accordance with the clause of this contract entitled Government Property (Cost-Reimbursement, Time and Material, or Labor-Hour Contracts). From time to time the contractor may order with the supplier for partial deliveries of fuel. To assist the Contracting Officer in maintaining accountability of total orders, the contractor shall notify the Contracting Officer when fuels ordered exceed 85 percent of the amount specified below. This is requested for each fuels type listed. The contractor will be financially responsible for orders for fuels in excess of the amount stipulated below:

(b)(3)(A)  
(i)&Title  
10 Sec  
130 (a)(b)

NOMENCLATURE	NATIONAL STOCK NO. (NSN)	UNIT OF ISSUE	QUANTITY AUTHORIZED AS GFP
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H-9. DESIGN SENSITIVITY TO COST (COST AS AN INDEPENDENT VARIABLE): The contractor may propose changes to the proposed design conforming to cost as an independent variable (CAIV). Those changes which do not alter the Aerostat Performance Specification (APS) may be implemented by the contractor 10 working days after notice of intent specifying the changes is provided to the government. Changes which alter the APS by reducing the requirements may only be undertaken without an equitable reduction in the estimated cost and schedule of the contract if the contractor demonstrates 1) a comparable gain in other performance requirements, 2) such changes are acceptable to the government, and 3) the change does not alter the overall estimated cost of the program. In no event, however, shall the contractor propose to reduce or alter the requirements of paragraph A.2 of Appendix A of the APS.

H-10. INCREMENTAL FUNDING OF THE CONTRACT:

a. It is expected that allotments within each fiscal year will be made on an incremental basis in accordance with the LIMITATION OF FUNDS clause.

b. Pursuant to the Limitation of Funds clause, the sum of \$440,100 is presently allotted to CLIN 0001 and available for payment to cover the work to be performed hereunder until 30 Sep 99. The amount [redacted] obligated for Potential Fee for a total amount of [redacted] for CLIN 0001.

(b)(4)

c. Pursuant to the LIMITATION OF FUNDS clause, the sum of \$75,131,819 is presently allotted to CLIN 0003 and available for payment to cover the work to be performed hereunder until 7 Jun 02. The amount of [redacted] obligated for Potential Fee (if applicable), for a total amount of [redacted] for CLIN 0003. It is anticipated that funds will be allotted and obligated (combined amounts for Cost and Potential Fee) as follows:

(b)(4)

	<u>PLANNED DATE OF FUNDING</u>	<u>AMOUNT</u>	<u>CUMULATIVE</u>
CLIN 0001	Current Obligations (Jun 99)		\$440,100

(In Millions)

000595

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

2. AMENDMENT/MODIFICATION NO: P00051  
 3. EFFECTIVE DATE: 23-Apr-2002  
 4. REQUISITION/PURCHASE REQ. NO.  
 5. PROJECT NO (If applicable)

6. IF BY TRACE AND MOD. DEFENSE CODE: W31RPD  
 7. ADMINISTERED BY (If other than item 6) CODE: NONE  
 DGM TYNGSBORO  
 PO BOX 686  
 TYNGSBORO MA 01879

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)  
 RAYTHEON COMPANY  
 180 HARTWELL ROAD  
 BEDFORD MA 01730-0000  
 9A. AMENDMENT OF SOLICITATION NO.  
 9B. DATED (SEE ITEM 11)  
 X 10A. MOD. OF CONTRACT/ORDER NO. DASG60-98-C 0001  
 X 10B. DATED (SEE ITEM 13) 30-Jan-1998

CODE 04164 FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS  
 The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer  is extended.  is not extended.  
 Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:  
 (a) By completing items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

A THIS CHANGE ORDER IS ISSUED PURSUANT TO (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.  
 ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying a. appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).  
 X C THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF FAR 243-2, Changes - Cost-Reimbursement, Alternate V  
 (Specify type of modification and authority)

E. IMPORTANT: Contractor  is not,  is required to sign this document and return 1 copies to the issuing office

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
 See attached.

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

15A. NAME AND TITLE OF SIGNER (Type or print) (b)(6)  
 15C. DATE SIGNED 16E. DATE SIGNED 16C. DATE SIGNED  
 APR 23 2002

000596

SECTION A Solicitation/Contract Form

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

Modification P00059 will not be issued.

Whereas, pursuant to FAR 52.243-2, "Changes – Cost-Reimbursement Alternate V," the government elects to change the contract (this modification revises modification P00050) as reflected herein, and

NOW, THEREFORE, the contract is changed as follows:

1. Section B- SUPPLIES OR SERVICES AND PRICES/COSTS: Paragraph B-1. Line Item Description of the contract is changed to delete the Contract Line Item Number (CLIN) structure in the contract and replace it with the CLIN structure shown below:

B-1. LINE ITEM DESCRIPTION: In accordance with this contract, the contractor, independently and not as an agent of the Government, shall provide all necessary materials, labor, equipment, and facilities, except as specified herein to be furnished by the Government, and shall do all that which is necessary or incident to the satisfactory and timely performance of the following Contract Line Item Number (CLIN):

<u>CLIN</u>	<u>SUPPLIES OR SERVICES</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>AMOUNT</u>
<b>BASIC</b>				
0001	Risk Mitigation - Statement of Work SW-JLENS-16-97, dated 16 Jan 02, Rev 3, titled "JLENS Program", incorporated herein and attached as set forth in Part III, Section J, hereof. Paragraphs for Risk Mitigation in said SOW and the contractor's Risk Mitigation Approach attached to this contract as Attachment A6.	1	Task	\$ 437,946
0002	Contract Data Requirements List (CDRL), DD Form 1423, Exhibit A, consisting of Exhibit Line Item Nos. A001, A002, A004, A006, A008, A015, A019 and A020 incorporated herein and attached as set forth in Part III, Section J, hereof.	1	Lot	Not Separately Priced
0003	JLENS System: Design, Development, Fabrication, Integration, and Test - Statement of Work SW-JLENS-16-97, dated 16 Jan 02, Rev 3, titled "JLENS Program", incorporated herein and attached as set forth in Part III, Section J, hereof. Paragraphs 1.1, 1.2, 1.3, 2.1, 2.2, 2.3, 2.4, 2.5, 2.6, 2.6.2, 2.6.3, 2.9, 3.1, 3.2, 3.3, 3.4, 3.5.1, 3.5.2, 3.5.3, 3.5.4, 3.5.5, 3.5.6, 3.5.7, 3.5.8, 3.6, 3.7, 3.8, 3.9, 3.9.1, 3.9.2, 3.10.1, 3.10.1.1, 3.10.1.2, 4.1, 4.2, 5.1, 5.2, 5.3, 5.4, 5.5, 6.1, 6.1.1, 6.1.2, 6.2, 6.3, 6.4, and 7.0 in said SOW, less CLIN 0005AD.	1	Task	\$ 145,166,476
0004	Contract Data Requirements List (CDRL), DD Form	1	Lot	Not

000597

<u>CLIN</u>	<u>SUPPLIES OR SERVICES</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>AMOUNT</u>
	1423, Exhibit A, consisting of Exhibit Line Item Nos. A001 through A020, incorporated herein and attached as set forth in Part III, Section J, hereof.			Separately Priced
<b>OPTION I</b>				
0005	PTIR Demonstration - Statement of Work SW-JLENS-16-97, dated 16 Jan 02, Rev 3, titled "JLENS Program", incorporated herein and attached as set forth in Part III, Section J, hereof. Paragraphs 1.1, 1.2, 1.3, 2.1, 2.2, 2.3, 2.4, 2.5, 2.6, 2.6.2, 2.6.3, 2.9, 3.1, 3.2, 3.3, 3.4, 3.5.1, 3.5.2, 3.5.3, 3.5.4, 3.5.5, 3.5.6, 3.5.7, 3.5.8, 3.6, 3.7, 3.8, 3.9, 3.9.1, 3.9.2, 3.10.1, 3.10.1.1, 3.10.1.2, 4.1, 4.2, 5.1, 5.2, 5.3, 5.4, 5.5, 5.6, 6.1, 6.1.1, 6.1.2, 6.2, 6.3, 6.4, and 7.0 in said SOW.	1	Task	\$164,011,800 NTE*
	0005AA PTIR [REDACTED]	1	Task	(b)(3)(A) (i)&Title 10 Sec 130 (a)(b)
	0005AB Mobile Mooring Station ILS and Training	1	Task	\$ 16,934,000 NTE*
	0005AC PTIR System Ground Support Equipment, ILS and Training	1	Task	\$ 33,303,900 NTE*
	0005AD Communication Payload and Processing Station	1	Task	TBD**
0006	Contract Data Requirements List (CDRL), DD Form 1423, Exhibit A, consisting of Exhibit Line Item Nos. A001 through A020, incorporated herein and attached as set forth in Part III, Section J, hereof.	1	Lot	Not Separately Priced
<b>OPTION II</b>				
0007	SuR: Design, Development, Fabrication, Integration, Test & Demonstration - Statement of Work SW-JLENS-16-97, dated 16 Jan 02, Rev 3, titled "JLENS Program", incorporated herein and attached as set forth in Part III, Section J, hereof. Paragraphs 1.1, 1.2, 1.3, 2.1, 2.2, 2.3, 2.4, 2.5, 2.6, 2.6.2, 2.6.3, 2.9, 3.1, 3.2, 3.3, 3.4, 3.5.1, 3.5.2, 3.5.3, 3.5.4, 3.5.5, 3.5.6, 3.5.7, 3.5.8, 3.6, 3.7, 3.8, 3.9, 3.9.1, 3.9.2, 3.10.1, 3.10.1.1, 3.10.1.2, 4.1, 4.2, 5.1, 5.2, 5.3, 5.4, 5.5, 5.6, 6.1, 6.1.1, 6.1.2, 6.2, 6.3, 6.4, and 7.0 in said SOW.	1	Task	\$185,932,600 NTE*

000598

	0007AA SuR: Design, Development, Fabrication, Integration, Test	1	Task	\$ 10,868,600 NTE*	
	0007AB Mobile Mooring Station	1	Task	\$ 61,868,600 NTE *	
	0007AC Leave Behind Capability including Ground Support Equipment				
		1	Task	TBD***	(b)(3)(A) (i)&Title 10 Sec 130 (a)(b)
0008	Contract Data Requirements List (CDRL), DD Form 1423, Exhibit A, consisting of Exhibit Line Item Nos. A001 through A020, incorporated herein and attached as set forth in Part III, Section J, hereof.	1	Lot	Not Separately Priced	
	<b>OPTION III</b>				
0009	Component Demonstrations/Exercises - Statement of Work SW-JLENS-16-97, dated 16 Jan 02, Rev 3, titled "JLENS Program", incorporated herein and attached as set forth in Part III, Section J, hereof. Paragraphs 1.1, 1.2, 1.3, 2.1, 2.2, 2.3, 2.4, 2.5, 2.6, 2.6.1, 2.9, 3.1, 3.4, 3.5.1, 3.5.6, 3.5.7, 3.5.8, 3.6, 3.7, 3.8, 3.9.2, 4.1, 4.2, 5.1, 5.2, 5.4, 5.5, 5.6, 6.1, 6.1.1, 6.1.2, 6.2, 6.3, 6.4, and 7.0 in said SOW.	See B-10			
0009AA	Level-of-Effort (Includes labor, travel, subcontract)	See B-10		\$14,095,880	
0009AB	Materials	See B-10		\$ 5,528,296	
0010	Contract Data Requirements List (CDRL), DD Form 1423, Exhibit A, consisting of Exhibit Line Item Nos. A001, A002, A006, A010, A0012, A0014, A015, A016, A017, A018, A019, A020 and A021 incorporated herein and attached as set forth in Part III, Section J, hereof.	1	Lot	Not Separately Priced	
	<b>OPTION IV</b>				
0011	Operations & Sustainment - Statement of Work SW-JLENS-16-97, dated 16 Jan 02, Rev 3, titled "JLENS Demonstration Program", incorporated herein and attached as set forth in Part III, Section J, hereof. Paragraphs 1.1, 1.2, 1.3, 2.1, 2.2, 2.3, 2.4, 2.5, 2.6.1, 2.6.2, 2.6.3, 2.9, 3.1, 3.2, 3.4, 3.5.1, 3.5.6, 3.5.7, 3.5.8, 3.6, 3.7, 3.8, 3.9.2, 5.6, 6.1, 6.1.1, 6.1.2, 6.2, 6.3, 6.4, 7.0, and 8.0 in said Scope of Work.	1	Task	\$ 41,558,000 NTE*	
0012	Contract Data Requirements List (CDRL), DD Form 1423, Exhibit B, consisting of Exhibit Line Item Nos. B001 through B010, incorporated herein and attached as set forth in Part III, Section J, hereof.	1	Lot	Not Separately Priced	

000599

\*Not-to-Exceed (NTE) subject to downward negotiations only.

\*\*TBD – To Be Determined upon submission of the contractor's proposal.

All amounts, except CLINs 0001, 0002, 0009, and 0010, are subject to an equitable adjustment in accordance with the changes clause.

2. SECTION F – DELIVERIES OR PERFORMANCE, is changed as follows:

a. Paragraph F-1. COMPLETION OF REQUIREMENT; is modified to delete the subparagraph a. through f. and replace with the following subparagraphs:

a. The contractor shall complete the task required by CLIN 0001 and complete delivery of all data and reports required by CLIN 0002 by 30 Aug 99.

b. The contractor shall complete the task required by CLIN 0003 and complete delivery of all data and reports required by CLIN 0004 by 30 Sep 07.

c. The contractor shall complete the task required by CLIN 0005 and complete delivery of all data and reports required by CLIN 0006 by 30 Sep 08 for each Subclin, if exercised.

d. The contractor shall complete the task required by CLIN 0007 and complete delivery of all data and reports required by CLIN 0008 by 30 Sep 08 for each Subclin, if exercised.

e. The contractor shall provide all level of effort, data and reports required by CLINs 0009 and 0010 by 30 Sep 05.

f. The contractor shall complete the task required by CLIN 0011 and complete delivery of all data and reports required by CLIN 0012 by 30 Sep 09.

b. Paragraph F-5. MILESTONE EVENTS AND PERFORMANCE PERIOD: for CLIN 0003 and subsequent CLINs are deleted and replaced with the following:

MILESTONE EVENT	TIME PERIOD	
<u>CLIN 0003 -- PTIR System</u>		
FP Demo	Second Quarter FY 00	
PTIR Hardware PDR	First Quarter FY 01	
PTIR Hardware CDR	Fourth Quarter FY 01	
Tether CDR	Second Quarter FY 02	
	Fourth Quarter FY 02	(b)(3)(A)
	Second Quarter FY 03	(i)&Title 10 Sec 130 (a)(b)
Tether Test	Second Quarter FY 03	

000600

PTIR SRS Released	Fourth Quarter FY 03	
[REDACTED]	Third Quarter FY 03	(b)(3)(A)
Master Test Plan (Draft)	Fourth Quarter FY 03	(i)&Title 10 Sec 130 (a)(b)
Initial SIL Capability	Third Quarter FY 04	
PTIR Software IPR	Fourth Quarter FY 04	
Power System CDR	Second Quarter FY 05	
TRIMMs Complete	Third Quarter FY 05	
Software Build 1	Third Quarter FY 05	
SIL Test	Fourth Quarter FY 05	
Comm Payload FVT	Second Quarter FY 06	
Antenna Assembled	Second Quarter FY 06	
[REDACTED]	Fourth Quarter FY 06	(b)(3)(A)(i)&Title 10 Sec 130 (a)(b)
Software Build 2	Fourth Quarter FY 06	
[REDACTED]	Second Quarter FY 07	
Software Build 3	Third Quarter FY 07	(b)(3)(A)(i)&Title 10 Sec 130 (a)(b)
[REDACTED]	Fourth Quarter FY 07	
<u>CLIN 0005</u>		
SUBCLIN 0005AA		
[REDACTED]	Second Quarter FY 08	(b)(3)(A)(i)&Title 10 Sec 130 (a)(b)
SUBCLIN 0005AB		
Mobile Mooring Station Completion	Fourth Quarter FY 07	
SUBCLIN 0005AC - PTIR		
PTIR System Ground Equipment, ILS and Training Completion	Fourth Quarter FY 07	
<u>CLIN 0007</u>		
SUBCLIN 0007AA - SuR		

000601

SuR Preliminary Design Review	Third Quarter FY 05	
SuR Critical Design Review	Second Quarter FY 06	
	First Quarter FY 08	(b)(3)(A)
SuR Delivery	Fourth Quarter FY 08	(i)&Title 10 Sec 130 (a)(b)
SUBCLIN 0007AB - SuR		
Mobile Mooring Station Delivery	Fourth Quarter FY 08	
SUBCLIN 0007AC - SuR		
Leave Behind Capability Including GSE	Fourth Quarter FY 08	
SUBCLIN 0007AD - PDRR		
SuR Launch and Recovery	Fourth Quarter FY 05	
<u>CLIN 0011</u>		
Deliver Final Report	Twenty-four Months after exercise of Option	

3. SECTION H - SPECIAL CONTRACT REQUIREMENTS. is changed as follows:

a. Paragraph H-3. OPTIONS is modified to read as follows:

The options CLINs stipulated in the contract may be exercised at the unilateral option of the government. The exercise of the option CLIN shall be by written notice provided to the contractor by the Contracting officer not later than the dates shown below provided preliminary notice is given by the government thirty (30) days prior to option exercise. The contractor shall incur no costs chargeable to any option CLIN until the Contracting Officer has provided written notification that the option CLIN has been exercised. The option CLIN may be exercised individually and the exercise of an option will include its attendant data item CLIN.

OPTION	DATE
CLINs 0005 and 0006 (Option I)	
0005AA	NLT 30 Aug 05
0005AB	NLT 30 Aug 06
0005AC	NLT 30 Jun 06
0005AD	NLT 15 May 05
CLINs 0007 and 0008 (Option II)	
0007AA	NLT 30 Aug 04
0007AB	NT 30 Aug 05
0007AC	NLT 30 Jun 06
0007AD	NLT 1 Dec 05
CLINs 0009 and 0010 (Option III)	NLT 30 Sep 05
CLINs 00011 and 0012 (Option IV)	NLT 30 Dec 07

000602

CLIN 0009 – At the unilateral option of the government, CLIN 0009 may be exercised incrementally or totally at any time during the period of performance of the contract, up to the amount set forth in Section B of the contract. The CPFF unit price per DPPH (TBD) will be used to exercise CLIN 0009, if it is exercised incrementally

In the event the contractor fails to complete the milestones required by F-5 of the contract for CLIN 0003, the government may postpone the exercise of the option for CLINs 0005/0006 without increase in the estimated cost and fee. In the event the contractor fails to complete the milestones required by F-5 of the contractor for CLIN 0005, the government may postpone the exercise of the option for CLINs 0007/0008 without increase in the estimated cost and fee. In the event the contractor fails to complete the milestones required by F-5 of the contract of CLIN 0005 and/or CLIN 0007, the government may postpone the exercise of the option for CLINs 0011/0012 without increase in the estimated cost and fee.

Subclin 0005AA and Subclin 0005AB may be exercised individually. Subclin 0005AC may only be exercised if Subclin 0005AA and Subclin 0005AB have been exercised. Subclin 0005AD must be exercised before or concurrently with the exercise of Subclin 0005AA and Subclin 0005AB. Subclin 0007AA and Subclin 0007AB may be exercised individually. Subclin 0007AC may only be exercised if subclin 0007AA have been exercised.

b. Paragraph H-10. INCREMENTAL FUNDING OF THE CONTRACT, paragraph c. CLIN 0003 is changed as follows:

	PLANNED DATE OF FUNDING	AMOUNT (in millions)	CUMULATIVE
CLIN 0003	Current Obligations (Mar 02)		\$81,831,422
	FY 02	\$ 2.998	
	FY 03	\$19.000	
	FY 04	\$45.000	
	FY 05	\$45.000	
	FY 06	\$55.000	
	FY 07	\$55.000	

4. Section J – List of Attachments is changed as shown below:

<u>TITLE</u>	<u>DATE</u>	<u># OF PAGES</u>
Contract Security Classification Specification (DD Form 254-E) Rev 4	15 Jan 02	6
Scope of Work SW-JLENS-16-97, "JLENS Program," Rev 3	16 Jan 02	12
Contract Data Requirements List (DD Form 1423) Exhibits A, B, and C, with Distribution List & Data Item Nos. A001 through A021	12 Oct 99 30 Jan 02	29 21
Joint Aerostat Project Management Office Aerostat Development Program Security Classification Guide incorporated by reference and previously Furnished	7 Jul 00	32
Security Procedures Guide, attached hereto by reference and previously furnished	Aug 2000	70

000603

[REDACTED]

[REDACTED]

(b)(3)(A)  
(i)&Title 10  
Sec 130 (a)(b)

[REDACTED]

(b)(7)(E)

6. The contractor shall redirect the effort in conformance with the contract as changed herein and submit a proposal for these changes within thirty (30) days that includes the program plan stated as end-products, technical requirements, for the PTIR to be provided under CLIN 0003 and the additional PTIR requirements to be provided under CLIN 0005AD rendering the PTIR in full compliance with the Performance Requirements Document for the PTIR.

7. Slipsheet pages to the contract will be provided upon definitization of the change order

000604

**U.S. ARMY SPACE AND MISSILE  
DEFENSE COMMAND (SMDC)  
JOINT LAND ATTACK CRUISE MISSILE  
DEFENSE ELEVATED NETTED SENSOR  
SYSTEM (JLENS) PROJECT OFFICE**

**JLENS PROGRAM**

**SW-JLENS-16-97**

**DASG60-98-C-0001**

**STATEMENT OF WORK**

16 Jan 02

Rev 3

000605

## 1.0 INTRODUCTION

### 1.1 Objective

The JLENS Program has three primary objectives: 1) mitigation of the risk associated with the execution of the program, 2) design, development, fabrication, integration, test, demonstration, and maintenance of a system which meets the JLENS performance requirements, and (3) provide an operational "leave behind" system. (3, 5, 7, 9, 11)

### 1.2 Scope

This Statement of Work (SOW) defines the requirements for a JLENS Program. Technical requirements are contained in the JLENS Performance Specification (JPS). The JLENS Program is composed of three segments: 1) Risk Mitigation (RM); 2) Design, Development, Demonstration, and Test; and 3) Operations and Sustainment (O&S). The contractor shall design, develop, procure, fabricate, integrate, test, demonstrate, operate, and maintain a system that meets the requirements of this SOW and the JPS. (3, 5, 7, 9, 11)

### 1.3 Integrated Product Teams (IPTs)

The JLENS system shall be developed using a partnership between the government and industry. The IPTs shall be the basis of this partnership. The contractor shall implement IPTs as an integral part of the JLENS Program. The contractor shall be an integral member of government IPT's and the government will be an integral member of contractor IPT's.(3, 5, 7, 9, 11)

## 2.0 PROGRAM MANAGEMENT

### 2.1 General

The contractor shall ensure all activities are controlled, scheduled, monitored, reported, and managed consistent with and supportive of the requirements set forth in this SOW. The contractor shall implement an integrated master approach defining the events, accomplishments, criteria, and associated processes in accordance with (IAW) contract Attachment A1 entitled, "Program Management Approach." (3, 5, 7, 9, 11)

### 2.2 Meetings and Reviews - Contractor Internal

The contractor shall identify, conduct, support, attend, and document reviews, and make assessments by which the degree of completion of technical and programmatic efforts related to major schedule milestones can be made. The contractor shall notify and invite the government to all such contractor and subcontractor reviews in a timely manner. (3, 5, 7, 9, 11)

000606

CONTRACT DATA REQUIREMENTS LIST <i>(1 Data Item)</i>						Approved OMB No. 0704-0188				
The public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports (0701-0188), 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302. Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid control number. Please DO NOT RETURN your form to the above address. Send completed form to the Government Issuing Contracting Officer for the Contract No. listed in Block E.										
A. CONTRACT LINE ITEM NO. 0004, 0006, 0008, 0010		B. EXHIBIT A		C. CATEGORY: TDP _____ TM _____ OTHER _____						
D. SYSTEM/ITEM JLENS			E. CONTRACT/PR NO. DASG60-98-C-0001		F. CONTRACTOR RAYTHEON					
1. DATA ITEM NO. A001	2. TITLE OF DATA ITEM RECORDS OF MEETING/MINUTES REPORT			3. SUBTITLE						
4. AUTHORITY (Data Acquisition Document No.) DI-ADMN-81505			5. CONTRACT REFERENCE SOW PARA 2.3, 2.6.2		6. REQUIRING OFFICE SFAE-AMD-JLN					
7. DO 250 REQ LT	9. DIST STATEMENT REQUIRED	10. FREQUENCY AS REQUIRED	12. DATE OF FIRST SUBMISSION AS REQUIRED		14. DISTRIBUTION					
8. APP CODE A		11. AS OF DATE	13. DATE OF SUBSEQUENT SUBMISSION AS REQUIRED		a. ADDRESSEE					
16. REMARKS DEVELOP AND SUBMIT A DETAILED AGENDA 20 WORKING DAYS PRIOR TO THE MEETING DATE. THE AGENDA WILL INCLUDE THE LIST OF EXPECTED GOVERNMENT, CONTRACTOR, SUBCONTRACTOR, AND IPT ATTENDEES.  PRs: FOUR PROGRAM REVIEWS PER YEAR SHALL BE CONDUCTED ROTATED AMONG THE CONTRACTOR FACILITIES AND THE JLENS PROJECT OFFICE, HUNTSVILLE, AL.  PMR: PROJECT MANAGER REVIEWS SHALL BE CONDUCTED AT THE REQUEST OF THE GOVERNMENT. THE CONTRACTOR WILL UTILIZE VIDEO TELECONFERENCE (VTC) TO THE MAXIMUM EXTENT POSSIBLE TO CONDUCT PMRs.  SUBMIT THE MINUTES AND LIST OF ATTENDEES OF EACH MEETING WITHIN 5 WORKING DAYS AFTER MEETING COMPLETION. THE MINUTES SHALL INCLUDE ACTION ITEMS (CONTRACTOR AND GOVERNMENT), THE PERSON RESPONSIBLE, AND REQUIRED COMPLETION DATE.  CONTRACTOR FORMAT ACCEPTABLE. APPROVAL: G10/C10.  * NOTIFY ADDRESSEE AT E-MAIL ADDRESS IN BLOCK 14 WHEN DELIVERABLE IS PLACED IN ELECTRONIC SERVER. LETTER OF TRANSMITTAL MUST BE SIGNED ELECTRONICALLY.  INTEGRATED BASELINE REVIEW (IBR) OF RESTRUCTURED PROGRAM SHALL BE CONDUCTED 60 TO 90 DAYS AFTER RESTRUCTURE MODIFICATION SIGNED BY PCO.					b. COPIES					
					Draft		Final			
					Reg	Repro				
15. TOTAL										
H. DATE 30 Jan 2002			J. DATE 30 Jan 2002							

17. PRICE GROUP
18. ESTIMATED TOTAL PRICE

(b)(6)

(b)(6)

000607

<b>CONTRACT DATA REQUIREMENTS LIST</b> <i>(1 Data Item)</i>						Form Approved OMB No. 0704-0188											
<small>The public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports (0704-0188), 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302. Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number. Please DO NOT RETURN your form to the above address. Send completed form to the Government Issuing Contracting Officer for the PR No. listed in Block E.</small>																	
A. CONTRACT LINE ITEM NO. 0004, 0006, 0008, 0010		B. EXHIBIT A		C. CATEGORY: TDP _____ TM _____ OTHER _____													
D. SYSTEM/ITEM JLENS			E. CONTRACT/PR NO. DASG60-98-C-0001		F. CONTRACTOR RAYTHEON												
1. DATA ITEM NO. A002	2. TITLE OF DATA ITEM CONTRACT WORK BREAKDOWN STRUCTURE				3. SUBTITLE												
4. AUTHORITY [Data Acquisition Document No.] DI-MGMT-81334			5. CONTRACT REFERENCE SOW PARA 2.5		8. REQUIRING OFFICE SFAE-AMD-JLN												
7. DD 250 REQ LT	9. DIST STATEMENT REQUIRED	10. FREQUENCY AS REQUIRED		12. DATE OF FIRST SUBMISSION 30 DAC MOD		14. DISTRIBUTION											
6. APP CODE A	STATEMENT REQUIRED	11. AS OF DATE		13. DATE OF SUBSEQUENT SUBMISSION AS REQUIRED		<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td colspan="2" rowspan="2">a. ADDRESSEE</td> <td colspan="2">b. COPIES</td> </tr> <tr> <td>Draft</td> <td>Final</td> </tr> <tr> <td></td> <td></td> <td>Reg</td> <td>Repro</td> </tr> </table>		a. ADDRESSEE		b. COPIES		Draft	Final			Reg	Repro
a. ADDRESSEE		b. COPIES															
		Draft	Final														
		Reg	Repro														
18. REMARKS  SUBMIT CWBS AND DICTIONARY 30 DAC MODIFICATION. THE CWBS SHALL BE DEVELOPED TO THE LOWEST LEVEL AT WHICH WORK IS PERFORMED, BUT NOT LOWER THAN LEVEL 5. SUBMIT CHANGES AS REQUIRED TO MAINTAIN CURRENT.  CONTRACTOR FORMAT ACCEPTABLE.  * NOTIFY ADDRESSEE AT E-MAIL ADDRESS IN BLOCK 14 WHEN DELIVERABLE IS PLACED IN ELECTRONIC SERVER. LETTER OF TRANSMITTAL MUST BE SIGNED ELECTRONICALLY.  APPROVAL: G30/C30  THE MIPs AND THE INDIVIDUAL IPT SCHEDULES, SHALL BE IN CONTRACTOR FORMAT UTILIZING EXISTING CONTRACTOR IPT SCHEDULES. THE MIPs AND INDIVIDUAL IPT SCHEDULES SHALL BE FURNISHED TO THE GOVERNMENT MONTHLY WITH THE C/SSR REPORT.																	
15. TOTAL						<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:50%;"></td> <td style="width:50%;"></td> </tr> </table>											
H. DATE 30 Jan 2002			I. APPROVED BY			J. DATE 30 Jan 2002											

17. PRICE GROUP

18. ESTIMATED TOTAL PRICE

(b)(6)

(b)(6)

000608



<b>CONTRACT DATA REQUIREMENTS LIST</b> <i>(1 Data Item)</i>						Approved OMB No. 0704-0188	
The public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports (D701-0188), 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302. Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid control number. Please DO NOT RETURN your form to the above address. Send completed form to the Government Issuing Contracting Officer for the PR No. listed in Block E.							
A. CONTRACT LINE ITEM NO. 0004, 0006, 0008		B. EXHIBIT A		C. CATEGORY: TOP _____ TM _____ OTHER _____			
D. SYSTEM/ITEM JLENS			E. CONTRACT/PR NO. DASG60-98-C-0001		F. CONTRACTOR RAYTHEON		
1. DATA ITEM NO. A004	2. TITLE OF DATA ITEM COST PERFORMANCE REPORT (CPR)				3. SUBTITLE		
4. AUTHORITY (Data Acquisition Document No.) DI-MGT-81466			5. CONTRACT REFERENCE SOW PARA 2.6.2		6. REQUIRING OFFICE SFAE-AMD-JLN		
7. DD 250 REQ LT	9. DIST STATEMENT REQUIRED  STATEMENT REQUIRED	10. FREQUENCY MONTHLY	12. DATE OF FIRST SUBMISSION BLK 16	14. DISTRIBUTION			
8. APP CODE N/A	11. AS OF DATE	13. DATE OF SUBSEQUENT SUBMISSION BLK 16	a. ADDRESSEE	b. COPIES	Draft	Final	
				Reg	Repro		
16. REMARKS							
ITEM 12: 20 CALENDAR DAYS AFTER CLOSE OF FIRST FULL ACCOUNTING MONTH AFTER CONTRACT AWARD.							
ITEM 13: SUBSEQUENT SUBMISSIONS 20 DAYS AFTER CLOSE OF ACCOUNTING MONTH.							
REPORT SHALL BE AT LEVEL 3 OF THE CWBS EXCEPT FOR PAYLOAD ELEMENTS (PTIR AND SR) WHICH SHALL BE REPORTED AT LEVEL 4. OTHER ELEMENTS MAYBE EXPANDED AS NEEDED.							
REPORTING LEVELS MAY BE VARIED HIGHER OR LOWER BASED UPON RISK. INITIAL DETERMINATION WILL BE MADE AT THE REPORTED BASELINE REVIEW (IBR).							
DATA SHALL BE REPORTED UTILIZING ALL FIVE (5) FORMATS. ELECTRONIC SUBMISSION IN ANSI-ASC X12 IS REQUIRED.							
* NOTIFY ADDRESSEE AT E-MAIL ADDRESS IN BLOCK 14 WHEN DELIVERABLE IS PLACED IN ELECTRONIC SERVER. LETTER OF TRANSMITTAL MUST BE SIGNED ELECTRONICALLY.							
15. TOTAL →							
G. PREPARED BY			H. DATE 30 Jan 2002	I. APPROVED BY			J. DATE 30 Jan 2002

17. PRICE GROUP
18. ESTIMATED TOTAL PRICE

(b)(6)

**CONTRACT DATA REQUIREMENTS LIST**

(1 Data Item)

Form Approved  
 Form No. 0704-0188

The public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports (0701-0188), 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302. Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid control number. Please DO NOT RETURN your form to the above address. Send completed form to the Government Issuing Contracting Officer for the Contract No. listed in Block E.

<b>A. CONTRACT LINE ITEM NO.</b> 0004, 0006, 0008	<b>B. EXHIBIT</b> A	<b>C. CATEGORY:</b> TDP _____ TM _____ OTHER _____
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<b>D. SYSTEM/ITEM</b> JLENS	<b>E. CONTRACT/PR NO.</b> DASG60-98-C-0001	<b>F. CONTRACTOR</b> RAYTHEON
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<b>1. DATA ITEM NO.</b> A005	<b>2. TITLE OF DATA ITEM</b> LIFE CYCLE COST (LCC) AND INDEPENDENT SCHEDULE ASSESSMENT (ISA) REPORT	<b>3. SUBTITLE</b> PROGRAM COST ESTIMATE (PCE)
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<b>4. AUTHORITY (Data Acquisition Document No.)</b> DI-FNCL-80448	<b>5. CONTRACT REFERENCE</b> SOW PARA 2.6.3	<b>6. REQUIRING OFFICE</b> SFAE-AMD-JLN
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<b>7. DD 250 REQ LT</b> LT	<b>9. DIST STATEMENT REQUIRED</b> STATEMENT REQUIRED	<b>10. FREQUENCY AS REQUIRED</b> AS REQUIRED	<b>12. DATE OF FIRST SUBMISSION</b> BLK 16	<b>14. DISTRIBUTION</b>	
<b>8. APP CODE</b> N/A		<b>11. AS OF DATE</b>	<b>13. DATE OF SUBSEQUENT SUBMISSION</b> BLK 16	<b>a. ADDRESSEE</b>	<b>b. COPIES</b>
				Draft	Final
				Reg	Repro

**18. REMARKS**

STARTING WITH THE NEGOTIATED CONTRACT AS A BASELINE, THE CONTRACTOR SHALL DEVELOP, AND MAINTAIN CURRENT A PROGRAM COST ESTIMATE (PCE) TO ESTIMATE TOTAL LIFE CYCLE COST FOR THE JLENS PROGRAM DESCRIBED BELOW. THE CONTRACTOR SHALL SUBMIT THE PCE TO THE GOVERNMENT ON AN AS REQUIRED BASIS. THE CONTRACTOR HAS 30 DAYS TO PROVIDE THE PCE AFTER A VERBAL REQUEST BY THE GOVERNMENT IS MADE. THE VERBAL REQUEST WILL BE FOLLOWED UP BY A LETTER OF INSTRUCTION FROM THE CONTRACTING OFFICER.

- THE TOTAL COST SHOULD BE IN THEN YEAR (ESCALATED DOLLARS IN MILLIONS (\$M)).
- A DEMONSTRATION SYSTEM REFLECTING THE NEGOTIATED CONTRACT WITH ALL EVENTS, THE PERIOD OF PERFORMANCE, F
- DD PROGRAM WHERE 1 RADAR SYSTES IS BUILT FY05-FY08 ASSUMING POM FUNDING.
- THE PCE SHOULD BE PHASED ACCORDING TO THE YEARS THE SYSTEMS ARE BUILT.

[REDACTED]

- THE WBS SHOULD REFLECT THE COMPONENTS THAT MAKE UP THE END ITEMS. EXAMPLE: [REDACTED]

[REDACTED]

- EACH ACCOUNT REQUIRES DOCUMENTATION, DEFINE THE RATIONALE AS ACTUAL COST, A COST ESTIMATING RELATIONSHIP, OR AN ANALOGY. INCLUDE THE SOURCE OF THE INFORMATION USED IN THE ESTIMATE.

- ASSOCIATED O&S COSTS [REDACTED]

CONTRACT FORMAT ACCEPTABLE.

\* NOTIFY ADDRESSEE AT E-MAIL ADDRESS IN BLOCK 14 WHEN DELIVERABLE IS PLACED IN ELECTRONIC SERVER. LETTER OF TRANSMITTAL MUST BE SIGNED ELECTRONICALLY.

<b>17. PRICE GROUP</b>
<b>18. ESTIMATED TOTAL PRICE</b>

(b)(6)

(b)(3)(A)  
 (i)&Title  
 10 Sec 130  
 (a)(b)

(b)(3)(A)  
 (i)&Title  
 10 Sec 130  
 (a)(b)

(b)(6)

<b>H. DATE</b> 30 Jan 2002	<b>I. APPROVED BY</b>	<b>J. DATE</b> 30 Jan 2002
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000611

**CONTRACT DATA REQUIREMENTS LIST**  
(1 Data Item)

Approved  
OMB No. 0704-0188

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A. CONTRACT LINE ITEM NO. 0004, 0006, 0008, 0010  
B. EXHIBIT A  
C. CATEGORY: TDP \_\_\_\_\_ TM \_\_\_\_\_ OTHER \_\_\_\_\_

D. SYSTEM/ITEM JLENS  
E. CONTRACT/PR NO. DASG60-98-C-0001  
F. CONTRACTOR RAYTHEON

1. DATA ITEM NO. A006  
2. TITLE OF DATA ITEM DATA ASSESSON LIST  
3. SUBTITLE INTERNAL DATA

4. AUTHORITY (Data Acquisition Document No.) DI-MGMT-81453  
5. CONTRACT REFERENCE SOW PARA 2.9  
6. REQUIRING OFFICE SFAE-AMD-JLN

7. DD 250 REQ LT  
8. APP CODE N/A  
9. DIST STATEMENT REQUIRED STATEMENT REQUIRED  
10. FREQUENCY AS REQUIRED  
11. AS OF DATE  
12. DATE OF FIRST SUBMISSION 90 DAC MOD  
13. DATE OF SUBSEQUENT SUBMISSION BLK 16  
14. DISTRIBUTION  
a. ADDRESSEE  
b. COPIES  
Draft Final  
Reg Repr

16. REMARKS  
SUBMIT DATA ACCESSION LIST (DAL) WITHIN 90 DAC MODIFICATION. SUBMIT REVISIONS AS REQUIRED TO MAINTAIN CURRENT. CONTRACTOR SHALL PROVIDE AT REPRODUCTION COST ONLY, A COPY OF ANY DATA GENERATED UNDER THIS CONTRACT.  
  
CONTRACTOR FORMAT ACCEPTABLE.  
  
\* NOTIFY ADDRESSEE AT E-MAIL ADDRESS IN BLOCK 14 WHEN DELIVERABLE IS PLACED IN ELECTRONIC SERVER. LETTER OF TRANSMITTAL MUST BE SIGNED ELECTRONICALLY.

17. PRICE GROUP  
18. ESTIMATED TOTAL PRICE

(b)(6)

(b)(6)

H. DATE 30 Jan 2002  
I. APPROVED BY  
J. DATE 30 Jan 2002

000612

<b>CONTRACT DATA REQUIREMENTS LIST</b> <i>(1 Data Item)</i>						Approved No. 0704-0188		
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A. CONTRACT LINE ITEM NO. 0004,0006,0008		B. EXHIBIT A		C. CATEGORY: TDP _____ TM _____ OTHER _____				
D. SYSTEM/ITEM JLENS			E. CONTRACT/PR NO. DASG60-98-C-0001		F. CONTRACTOR RAYTHEON			
1. DATA ITEM NO. A007	2. TITLE OF DATA ITEM DESIGN SPECIFICATION			3. SUBTITLE SPECIFICATION TREE				
4. AUTHORITY (Data Acquisition Document No.) DI-MCCR-81443			5. CONTRACT REFERENCE SOW PARA 3.2		6. REQUIRING OFFICE SFAE-AMD-JLN			
7. DD 250 REQ LT	9. DIST STATEMENT REQUIRED	10. FREQUENCY BLK 16	12. DATE OF FIRST SUBMISSION BLK 16		14. DISTRIBUTION			
8. APP CODE N/A	STAEMENT REQUIRED	11. AS OF DATE	13. DATE OF SUBSEQUENT SUBMISSION BLK 16		a. ADDRESSEE		b. COPIES	
16. REMARKS SUBMIT SPECIFICATION TRESS 60 DAYS PRIOR TO DR(s).  SUBSEQUENT SUBMISSIONS AS REQUIRED.  APPROVAL: G30/C30  CONTRACTOR FORMAT ACCEPTABLE.  * NOTIFY ADDRESSEE AT E-MAIL ADDRESS IN BLOCK 14 WHEN DELIVERABLE IS PLACED IN ELECTRONIC SERVER. LETTER OF TRANSMITTAL MUST BE SIGNED ELECTRONICALLY.					[REDACTED]		Draft	Final
							Reg	Repro
15. TOTAL								
[REDACTED]			H. DATE 30 Jan 2002	I. APPROVED BY		J. DATE 30 Jan 2002		

17. PRICE GROUP
18. ESTIMATED TOTAL PRICE

(b)(6)

(b)(6)

000613

<b>CONTRACT DATA REQUIREMENTS LIST</b> <i>(1 Data Item)</i>						Approved 3 No. 0704-0188
The public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports (0704-0188), 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302. Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid control number. Please DO NOT RETURN your form to the above address. Send completed form to the Government Issuing Contracting Officer for the Co. No. listed in Block E.						
A. CONTRACT LINE ITEM NO. 0004, 0006, 0008		B. EXHIBIT A		C. CATEGORY: TDP _____ TM _____ OTHER _____		
D. SYSTEM/ITEM JLENS		E. CONTRACT/PR NO. DASG60-98-C-0001		F. CONTRACTOR RAYTHEON		
1. DATA ITEM NO. A008	2. TITLE OF DATA ITEM SYSTEM/SUBSYSTEM		3. SUBTITLE DESIGN NOTEBOOK			
4. AUTHORITY (Data Acquisition Document No.) DI-IPSC-81432		5. CONTRACT REFERENCE SOW PARA 3.2, 3.3, 4.2		6. REQUIRING OFFICE SFAE-AMD-JLN		
7. DD 250 REQ LT	9. DIST STATEMENT REQUIRED	10. FREQUENCY		12. DATE OF FIRST SUBMISSION 90 DAC MOD		
8. APP CODE N/A	9. DIST STATEMENT REQUIRED	11. AS OF DATE		13. DATE OF SUBSEQUENT SUBMISSION BLK 16		
14. DISTRIBUTION				b. COPIES		
16. REMARKS				Draft		
				Final		
UPDATE SUBMISSIONS SHALL BE AT DR(s). THE UPDATES SHALL BE SUBMITTED AS CHANGE PAGES TO THE BASIC DOCUMENT.				Reg		
				Repro		
<p>THE DESIGN NOTEBOOK SHALL BE BASED ON MATERIAL PROVIDED IN THE PROPOSAL. THE NOTEBOOK SHALL CONSIST OF TWO VOLUMES. VOLUME I SHALL CONTAIN THE KEY ANALYSES AND TRADEOFF STUDIES CONDUCTED TO SUPPORT REQUIREMENTS ALLOCATION, DESIGN, [REDACTED] VOLUME II SHALL CONTAIN A DESCRIPTION OF THE SYSTEM ARCHITECTURE THAT IS BEING DEVELOPED AND FABRICATED. THE DESCRIPTION SHALL BE PROVIDED IN TERMS OF VISUAL DESCRIPTIONS, PERFORMANCE ESTIMATES, AND PHYSICAL PROPERTIES.</p> <p>C. CONTRACTOR FORMAT ACCEPTABLE.</p> <p>* NOTIFY ADDRESSEE AT E-MAIL ADDRESS IN BLOCK 14 WHEN DELIVERABLE IS PLACED IN ELECTRONIC SERVER. LETTER OF TRANSMITTAL MUST BE SIGNED ELECTRONICALLY.</p>						
15. TOTAL						
[REDACTED]		I. DATE 30 Jan 2002		I. APPROVED BY		J. DATE 30 Jan 2002

17. PRICE GROUP
18. ESTIMATED TOTAL PRICE

(b)(6)

(b)(3)(A)  
(i)&Title  
10 Sec 130  
(a)(b)

(b)(6)

000614

**CONTRACT DATA REQUIREMENTS LIST**  
(1 Data Item)

Approved  
OMB No. 0704-0188

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A. CONTRACT LINE ITEM NO. 0004, 0006, 0008  
 B. EXHIBIT A  
 C. CATEGORY: TOP \_\_\_\_\_ TM \_\_\_\_\_ OTHER \_\_\_\_\_

D. SYSTEM/ITEM JLENS  
 E. CONTRACT/PR NO. DASG60-98-C-0001  
 F. CONTRACTOR RAYTHEON

1. DATA ITEM NO. A009  
 2. TITLE OF DATA ITEM PERFORMANCE SPECIFICATIONS DOCUMENTS  
 3. SUBTITLE HARDWARE/SOFTWARE PERFORMANCE SPECIFICATIONS

4. AUTHORITY (Data Acquisition Document No.) DI-SDMP-81465  
 5. CONTRACT REFERENCE SOW PARA 3.2  
 6. REQUIRING OFFICE SFAE-AMD-JLN

7. DD 250 REQ LT  
 9. DIST STATEMENT REQUIRED STATEMENT REQUIRED  
 10. FREQUENCY BLK 16  
 12. DATE OF FIRST SUBMISSION BLK 16  
 14. DISTRIBUTION  
 a. ADDRESSEE [Redacted]  
 b. COPIES  
 Draft Final  
 Reg Repr

16. REMARKS  
 SUBMIT PERFORMANCE SPECIFICATIONS 60 DAYS PRIOR TO DR(s).  
 SUBSEQUENT SUBMISSIONS AS REQUIRED.  
 APPROVAL: G30/C30  
 CONTRACTOR FORMAT ACCEPTABLE.  
 \* NOTIFY ADDRESSEE AT E-MAIL ADDRESS IN BLOCK 14 WHEN DELIVERABLE IS PLACED IN ELECTRONIC SERVER. LETTER OF TRANSMITTAL MUST BE SIGNED ELECTRONICALLY.

17. PRICE GROUP  
 18. ESTIMATED TOTAL PRICE

(b)(6)

H. DATE 30 Jan 2002  
 I. APPROVED BY [Redacted]  
 J. DATE 30 Jan 2002

(b)(6)

000615

CONTRACT DATA REQUIREMENTS LIST <small>(1 Data Item)</small>						Approved No. 0704-0188
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A. CONTRACT LINE ITEM NO. 0004, 0006, 0008, 0010		B. EXHIBIT A	C. CATEGORY: TDP _____ TM _____ OTHER _____			
D. SYSTEM/ITEM JLENS		E. CONTRACT/PR NO. DASG60-98-C-0001		F. CONTRACTOR RAYTHEON		
1. DATA ITEM NO. A010	2. TITLE OF DATA ITEM INTERFACE CONTROL DRAWING DOCUMENTATION		3. SUBTITLE INTERFACE CONTROL DOCUMENTS (ICD)			
4. AUTHORITY (Data Acquisition Document No.) DI-CMAN-81248		5. CONTRACT REFERENCE SOW PARA 3.2, 3.7		6. REQUIRING OFFICE SFAE-AMD-JLN		
7. DD 250 REQ	9. DIST STATEMENT REQUIRED	10. FREQUENCY	12. DATE OF FIRST SUBMISSION	14. DISTRIBUTION		
8. APP CODE A		11. AS OF DATE	13. DATE OF SUBSEQUENT SUBMISSION	a. ADDRESSEE	b. COPIES	
					Draft	Final
					Reg	Repro
16. REMARKS						
SUBMIT THE ICD 60 DAYS PRIOR TO THE DR(s). APPROVAL: G30/C30. CONTRACTOR FORMAT ACCEPTABLE * NOTIFY ADDRESSEE AT E-MAIL ADDRESS IN BLOCK 14 WHEN DELIVERABLE IS PLACED IN ELECTRONIC SERVER. LETTER OF TRANSMITTAL MUST BE SIGNED ELECTRONICALLY.						
15. TOTAL →						
H. DATE 30 Jan 2002		I. APPROVED BY			J. DATE 30 Jan 2002	

17. PRICE GROUP
18. ESTIMATED TOTAL PRICE

(b)(6)

(b)(6)

000616

CONTRACT DATA REQUIREMENTS LIST <small>(1 Data Item)</small>						Approved Form No. 0704-0188	
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A. CONTRACT LINE ITEM NO. 004, 0006, 0008		B. EXHIBIT A		C. CATEGORY: TDP _____ TM _____ OTHER _____			
D. SYSTEM/ITEM JLENS			E. CONTRACT/PR NO. DASG60-98-C-0001		F. CONTRACTOR RAYTHEON		
1. DATA ITEM NO. A011	2. TITLE OF DATA ITEM SOFTWARE DEVELOPMENT PLAN			3. SUBTITLE			
4. AUTHORITY (Data Acquisition Document No.) DI-IPSC-81427			5. CONTRACT REFERENCE SOW PARA 3.5.3		6. REQUIRING OFFICE SFAE-AMD-JLN		
7. DD 250 REQ LT	9. DIST STATEMENT REQUIRED	10. FREQUENCY		12. DATE OF FIRST SUBMISSION 60 DAC MOD		14. DISTRIBUTION	
8. APP CODE A	STATEMENT REQUIRED	11. AS OF DATE		13. DATE OF SUBSEQUENT SUBMISSION AS REQUIRED		a. ADDRESSEE	
						b. COPIES	
						Draft	
						Final	
						Reg	
						Repro	
16. REMARKS							
<p>SUBMISSION 60 DAYS AFTER RESTRUCTURE MODIFICATION AND 60 DAYS PRIOR TO EACH DR(s). SUBSEQUENT SUBMISSIONS AS REQUIRED. CONTENTS OF SOFTWARE DEVELOPMENT PLAN SHALL BE IAW DID.</p> <p>APPROVAL: G30/C30</p> <p>CONTRACTOR FORMAT ACCEPTABLE.</p> <p>* NOTIFY ADDRESSEE AT E-MAIL ADDRESS IN BLOCK 14 WHEN DELIVERABLE IS PLACED IN ELECTRONIC SERVER. LETTER OF TRANSMITTAL MUST BE SIGNED ELECTRONICALLY.</p>							
15. TOTAL							
		H. DATE 30 Jan 2002		I. APPROVED BY		J. DATE 30 Jan 2002	

17. PRICE GROUP
18. ESTIMATED TOTAL PRICE

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000617

<b>CONTRACT DATA REQUIREMENTS LIST</b> <i>(1 Data Item)</i>						Approved OMB No. 0704-0188	
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A. CONTRACT LINE ITEM NO. 0004, 0006, 0008, 0010		B. EXHIBIT A		C. CATEGORY: TDP _____ TM _____ OTHER _____			
D. SYSTEM/ITEM JLENS		E. CONTRACT/PR NO. DASG60-98-C-0001		F. CONTRACTOR RAYTHEON			
1. DATA ITEM NO. A012	2. TITLE OF DATA ITEM SAFETY ASSESSMENT REPORT		3. SUBTITLE SAFETY ASSESSMENT REPORT				
4. AUTHORITY (Data Acquisition Document No.) DI-SAFT-80102		5. CONTRACT REFERENCE SOW PARA 3.8		6. REQUIRING OFFICE SFAE-AMD-JLN			
7. DD 250 REQ LT	9. DIST STATEMENT REQUIRED	10. FREQUENCY AS REQUIRED	12. DATE OF FIRST SUBMISSION BLK 16	14. DISTRIBUTION			
8. APP CODE A	STATEMENT REQUIRED	11. AS OF DATE	13. DATE OF SUBSEQUENT SUBMISSION BLK 16	a. ADDRESSEE		b. COPIES	
16. REMARKS				[REDACTED]		Draft	
						Final	
THE SAFETY ASSESSMENT REPORT SHALL BE PROVIDED AS FOLLOWS: 60 DAYS PRIOR TO TEST. G30 DAYS/C30 DAYS.  UPDATED 60 DAYS PRIOR TO TESTING A DIFFERENT CONFIGURATION. G30 DAYS/C30 DAYS.  FINAL SUBMITTAL AT END OF CONTRACT.  CONTRACTOR FORMAT ACCEPTABLE.  * NOTIFY ADDRESSEE AT E-MAIL ADDRESS IN BLOCK 14 WHEN DELIVERABLE IS PLACED IN ELECTRONIC SERVER. LETTER OF TRANSMITTAL MUST BE SIGNED ELECTRONICALLY.							
15. TOTAL						→	
[REDACTED]		H. DATE 30 Jan 2002		I. APPROVED BY		J. DATE 30 Jan 2002	

17. PRICE GROUP
18. ESTIMATED TOTAL PRICE

(b)(6)

(b)(6)

000618



**CONTRACT DATA REQUIREMENTS LIST**  
(1 Data Item)

Approved  
OMB No. 0704-0188

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A. CONTRACT LINE ITEM NO. 0004, 0006, 0008, 0010	B. EXHIBIT A	C. CATEGORY: TDP _____ TM _____ OTHER _____
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D. SYSTEM/ITEM JLENS	E. CONTRACT/PR NO. DASG60-98-C-0001	F. CONTRACTOR RAYTHEON
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1. DATA ITEM NO. A014	2. TITLE OF DATA ITEM PRESENTATION MATERIAL	3. SUBTITLE DESIGN REVIEWS
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4. AUTHORITY (Data Acquisition Document No.) DI-ADMN-81373	5. CONTRACT REFERENCE SOW PARA 3.10.1, 3.10.2	6. REQUIRING OFFICE SFAE-AMD-JLN
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7. DD 250 REQ LT	9. DIST STATEMENT REQUIRED STATEMENT REQUIRED	10. FREQUENCY AS REQUIRED	12. DATE OF FIRST SUBMISSION BLK 16	14. DISTRIBUTION								
8. APP CODE A	11. AS OF DATE	13. DATE OF SUBSEQUENT SUBMISSION BLK 16	<table border="1"> <tr> <td rowspan="2">a. ADDRESSEE</td> <td colspan="2">b. COPIES</td> </tr> <tr> <td>Draft</td> <td>Final</td> </tr> <tr> <td></td> <td>Reg</td> <td>Repro</td> </tr> </table>		a. ADDRESSEE	b. COPIES		Draft	Final		Reg	Repro
a. ADDRESSEE	b. COPIES											
	Draft	Final										
	Reg	Repro										

16. REMARKS

SUBMIT AGENDA 25 WORKING DAYS PRIOR TO MEETINGS.  
GOVERNMENT APPROVAL WITHIN 5 WORKING DAYS FROM RECEIPT OF AGENDA.

SUBMIT PRESENTED MATERIAL WITHIN 3 WORKING DAYS AFTER THE MEETING.

SUBMIT MINUTES OF MEETINGS, ATTENDEES, AND ACTION ITEMS WITHIN 5 WORKING DAYS AFTER MEETING.

SUBMIT COMPLETED ACTION ITEM REPORT WITHIN 10 DAYS AFTER COMPLETION OF ALL ACTION ITEMS.

CONTRACTOR FORMAT ACCEPTABLE.

\* NOTIFY ADDRESSEE AT E-MAIL ADDRESS IN BLOCK 14 WHEN DELIVERABLE IS PLACED IN ELECTRONIC SERVER. LETTER OF TRANSMITTAL MUST BE SIGNED ELECTRONICALLY.

15. TOTAL	→
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17. PRICE GROUP
18. ESTIMATED TOTAL PRICE

(b)(6)

G. PREPARED BY	H. DATE 30 Jan 2002	I. APPROVED BY	J. DATE 30 Jan 2002
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000620

**CONTRACT DATA REQUIREMENTS LIST**  
(1 Data)

Approved  
No. 0704-0188

The public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports (0704-0188), 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302. Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number. Please DO NOT RETURN your form to the above address. Send completed form to the Government Issuing Contracting Officer for the Contract No. listed in Block E.

**A. CONTRACT LINE ITEM NO.**  
0004, 0006, 0008, 0010

**B. EXHIBIT**  
A

**C. CATEGORY:**  
TOP \_\_\_\_\_ TM \_\_\_\_\_ OTHER \_\_\_\_\_

**D. SYSTEM/ITEM**  
JLENS

**E. CONTRACT/PR NO.**  
DASG60-98-C-0001

**F. CONTRACTOR**  
RAYTHEON

**1. DATA ITEM NO.**  
A015

**2. TITLE OF DATA ITEM**  
TEST PLAN

**3. SUBTITLE**  
DETAILED TEST PLAN

**4. AUTHORITY (Data Acquisition Document No.)**  
DI-NDTI-80566

**5. CONTRACT REFERENCE**  
SOW PARA 5.2

**8. REQUIRING OFFICE**  
SFAE-AMD-JLN

**7. DD 250 REQ**  
LT

**9. DIST STATEMENT REQUIRED**  
STATEMENT REQUIRED

**10. FREQUENCY AS REQUIRED**

**11. AS OF DATE**

**12. DATE OF FIRST SUBMISSION**  
BLK 16

**13. DATE OF SUBSEQUENT SUBMISSION**  
BLK 16

**14. DISTRIBUTION**

**a. ADDRESSEE**

**b. COPIES**

	Final	
	Draft	
	Reg	Repro

**16. REMARKS**

SEE APPENDIX K OF THE PROGRAM SECURITY GUIDE FOR SECURITY TEST PLAN OUTLINE.

SUBMIT DRAFT TEST PLANS FOR SUBSYSTEM, INTEGRATION, AND SYSTEM LEVEL TEST 60 DAYS PRIOR TO TEST. SUBMIT FINAL TEST PLAN NLT 30 DAYS PRIOR TO TEST.

APPROVAL: G15/C10.

CONTRACTOR FORMAT ACCEPTABLE.

\* NOTIFY ADDRESSEE AT E-MAIL ADDRESS IN BLOCK 14 WHEN DELIVERABLE IS PLACED IN ELECTRONIC SERVER. LETTER OF TRANSMITTAL MUST BE SIGNED ELECTRONICALLY.

**17. PRICE GROUP**

**18. ESTIMATED TOTAL PRICE**

(b)(6)

(b)(6)

**H. DATE**  
30 Jan 2002

**I. APPROVED BY**

**J. DATE**  
30 Jan 2002

000621

CONTRACT DATA REQUIREMENTS LIST <i>(1 Data Item)</i>						Approved OMB No. 0704-0188
The public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports (0704-0188), 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302. Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a clearly marked control number. Please DO NOT RETURN your form to the above address. Send completed form to the Government Issuing Contracting Officer for the Control Number listed in Block E.						
A. CONTRACT LINE ITEM NO. 0004, 0006, 0008, 0010		B. EXHIBIT A	C. CATEGORY: TDP _____ TM _____ OTHER _____			
D. SYSTEM/ITEM JLENS		E. CONTRACT/PR NO. DASG60-98-C-0001		F. CONTRACTOR RAYTHEON		
1. DATA ITEM NO. A016	2. TITLE OF DATA ITEM TEST INSPECTION REPORTS			3. SUBTITLE DEMO AND TEST REPORTS		
4. AUTHORITY (Data Acquisition Document No.) DI-NDTI-80909A		5. CONTRACT REFERENCE SOW PARA 5.2		6. REQUIRING OFFICE SFAE-AMD-JLN		
7. DD 260 REQ LT	9. DIST STATEMENT REQUIRED	10. FREQUENCY BLK 16	12. DATE OF FIRST SUBMISSION BLK 16	14. DISTRIBUTION		
8. APP CODE A	STATEMENT REQUIRED	11. AS OF DATE	13. DATE OF SUBSEQUENT SUBMISSION BLK 16	a. ADDRESSEE		b. COPIES
16. REMARKS  QUICK LOOK REPORTS DUE 48 HOURS AFTER EACH TEST.  INTERIM TEST REPORTS DUE 30 DAYS AFTER EACH TEST.  FINAL COMPREHENSIVE PROGRAM TEST REPORT DUE 60 DAYS AFTER COMPLETION OF TEST PROGRAM.  APPROVAL: G30/C30  CONTRACTOR FORMAT ACCEPTABLE.  * NOTIFY ADDRESSEE AT E-MAIL ADDRESS IN BLOCK 14 WHEN DETERMINABLE IS PLACED IN ELECTRONIC SERVER. LETTER OF INTENT MUST BE SIGNED ELECTRONICALLY.				[REDACTED]		Draft
						Final
						Reg
15. TOTAL				→		
[REDACTED]		H. DATE 30 Jan 2002		I. APPROVED BY		J. DATE 30 Jan 2002

17. PRICE GROUP
18. ESTIMATED TOTAL PRICE

(b)(6)

(b)(6)

000622

**CONTRACT DATA REQUIREMENTS LIST**

(1 Data Item)

Approved  
B No. 0704-0188

P00061

The public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports (0704-0188), 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302. Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid control number. Please DO NOT RETURN your form to the above address. Send completed form to the Government Issuing Contracting Officer for the [No. listed in Block E.]

<b>A. CONTRACT LINE ITEM NO.</b> 0004, 0006, 0008, 0010	<b>B. EXHIBIT</b> A	<b>C. CATEGORY:</b> TDP _____ TM _____ OTHER _____
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<b>D. SYSTEM/ITEM</b> JLENS	<b>E. CONTRACT/PR NO.</b> DASG60-98-C-0001	<b>F. CONTRACTOR</b> RAYTHEON
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<b>1. DATA ITEM NO.</b> A017	<b>2. TITLE OF DATA ITEM</b> SCIENTIFIC AND TECHNICAL REPORTS SUMMARIES	<b>3. SUBTITLE</b> DEMONSTRATION READINESS REVIEWS (DRR)
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<b>4. AUTHORITY (Data Acquisition Document No.)</b> DI-MISC-80048	<b>5. CONTRACT REFERENCE</b> SOW PARA 5.2	<b>6. REQUIRING OFFICE</b> SFAE-AMD-JLN
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<b>7. DD 250 REQ</b> LT	<b>9. DIST STATEMENT REQUIRED</b> STATEMENT REQUIRED	<b>10. FREQUENCY</b> AS REQUIRED	<b>12. DATE OF FIRST SUBMISSION</b> BLK 16	<b>14. DISTRIBUTION</b>		
<b>8. APP CODE</b> A		<b>11. AS OF DATE</b>	<b>13. DATE OF SUBSEQUENT SUBMISSION</b> BLK 16	<b>a. ADDRESSEE</b>	<b>b. COPIES</b>	
					Draft	Final
					Reg	Repro

**16. REMARKS**

AGENDA: SUBMIT 25 DAYS PRIOR TO SCHEDULED REVIEW.  
APPROVAL: NLT 10 DAYS FOLLOWING RECEIPT OF AGENDA.

MINUTES: SUBMIT ONE COPY OF MINUTES (INCLUDING APPROVAL SHEET) NLT 10 DAYS AFTER REVIEW. APPROVAL G15/C10.

CONTRACTOR FORMAT ACCEPTABLE.

\* NOTIFY ADDRESSEE AT E-MAIL ADDRESS IN BLOCK 14 WHEN DELIVERABLE IS PLACED IN ELECTRONIC SERVER. LETTER OF TRANSMITTAL MUST BE SIGNED ELECTRONICALLY.

[REDACTED]

<b>17. PRICE GROUP</b>
<b>18. ESTIMATED TOTAL PRICE</b>

(b)(6)

<b>H. DATE</b> 30 Jan 2002	<b>I. APPROVED BY</b>	<b>J. DATE</b> 30 Jan 2002
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(b)(6)

000623

<b>CONTRACT DATA REQUIREMENTS LIST</b> <i>(1 Data Item)</i>						Approved OMB No. 0704-0188	
<small>The public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any aspect of this collection of information, including suggestions for reducing the burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports (0704-0188), 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302. Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid control number. Please DO NOT RETURN your form to the above address. Send completed form to the Government issuing Contracting Officer for the PR No. listed in Block E.</small>							
A. CONTRACT LINE ITEM NO. 0004, 0006, 0008		B. EXHIBIT A		C. CATEGORY: TDP _____ TM _____ OTHER _____			
D. SYSTEM/ITEM JLENS			E. CONTRACT/PR NO. DASG60-98-C-0001		F. CONTRACTOR RAYTHEON		
1. DATA ITEM NO. A018	2. TITLE OF DATA ITEM INTEGRATED SUPPORT PLAN				3. SUBTITLE		
4. AUTHORITY (Data Acquisition Document No.) DI-ILSS-80395			5. CONTRACT REFERENCE SOW PARA 6.1.1		6. REQUIRING OFFICE SFAE-AMD-JLN		
7. DD 250 REQ LT	8. DIST STATEMENT REQUIRED	10. FREQUENCY BLK 16	12. DATE OF FIRST SUBMISSION BLK 16		14. DISTRIBUTION		
8. APP CODE A	STATEMENT REQUIRED	11. AS OF DATE	13. DATE OF SUBSEQUENT SUBMISSION BLK 16		a. ADDRESSEE		b. COPIES
16. REMARKS THE CONTRACTOR SHALL SUBMIT INITIAL PLAN BY 18 JUNE 2004. SUBSEQUENT SUBMISSIONS ANNUALLY OR 60 DAYS PRIOR TO A MAJOR PROGRAM EVENTS. SCOPE OF DELIVERABLE WILL EXPAND AS DATA BECOMES AVAILABLE.  THE INTEGRATED SUPPORT PLAN (ISP) SHALL INCLUDE: A. MAINTENANCE PLAN FOR THE JLENS SYSTEM. [REDACTED] B. [REDACTED] C. EQUIPMENT PLAN FOR THE JLENS SYSTEM. [REDACTED] D. MANPRINT MANAGEMENT PLAN FOR THE JLENS SYSTEM. INCLUDE SPECIFIC INFORMATION CONCERNING THE ANALYSIS AND HANDLING OF MANPRINT ISSUES. E. TRAINING PLAN FOR THE JLENS SYSTEM. F. DEPLOYMENT PLAN FOR THE JLENS SYSTEM. INCLUDE SPECIFIC INFORMATION CONCERNING RESOURCES REQUIRED TO DEPLOY SYSTEMS TO INCLUDE LOAD PLAN.  APPROVAL: G30/C30.  CONTRACTOR FORMAT ACCEPTABLE.  * NOTIFY ADDRESSEE AT E-MAIL ADDRESS IN BLOCK 14 WHEN DELIVERABLE IS PLACED IN ELECTRONIC SERVER. LETTER OF TRANSMITTAL MUST BE SIGNED ELECTRONICALLY.					Draft	Fol	Repr
					Reg	Repr	Repr
15. TOTAL →							
G. PREPARED BY			H. DATE 30 Jan 2002		I. APPROVED BY		J. DATE 30 Jan 2002

17. PRICE GROUP
18. ESTIMATED TOTAL PRICE

(b)(6)

(b)(3)(A)  
(i)&Title  
10 Sec 130  
(a)(b)

(b)(3)(A)  
(i)&Title  
10 Sec 130  
(a)(b)

000624

CONTRACT DATA REQUIREMENTS LIST  
(1 Data Item)

Approved  
OMB No. 0704-0188

The public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports (0704-0188), 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302. Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid control number. Please DO NOT RETURN your form to the above address. Send completed form to the Government Issuing Contracting Officer for the Contract No. listed in Block E.

A. CONTRACT LINE ITEM NO. 0004, 0006, 0008, 0010	B. EXHIBIT A	C. CATEGORY: TDP _____ TM _____ OTHER _____
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D. SYSTEM/ITEM JLENS	E. CONTRACT/PR NO. DASG60-98-C-0001	F. CONTRACTOR RAYTHEON
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1. DATA ITEM NO. A019	2. TITLE OF DATA ITEM SCIENTIFIC AND TECHNICAL REPORTS	3. SUBTITLE ENVIRONMENTAL REPORT
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4. AUTHORITY (Data Acquisition Document No.) DI-MISC-80048	5. CONTRACT REFERENCE SOW PARA 6.3	6. REQUIRING OFFICE SFAE-AMD-JLN
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7. DO 250 REQ LT	9. DIST STATEMENT REQUIRED STATEMENT REQUIRED	10. FREQUENCY AS REQUIRED	12. DATE OF FIRST SUBMISSION BLK 16	14. DISTRIBUTION	
8. APP CODE N/A	11. AS OF DATE	13. DATE OF SUBSEQUENT SUBMISSION BLK 16	a. ADDRESSEE		b. COPIES
					Draft
					Final
					Reg
					Repro

16. REMARKS

THE CONTRACTOR SHALL IMMEDIATELY NOTIFY BY TELEPHONE THE CONTRACTING OFFICER OF FAILURES OR PROJECTED FAILURES OF COMPLIANCE WITH ENVIRONMENT REQUIREMENTS.

A WRITTEN REPORT SHALL BE SUBMITTED WITHIN FIVE (5) WORKING DAYS. THE REPORT SHALL DEFINE THE PROBLEMS, WHEN, WHERE, AND HOW IT OCCURRED, ACTIONS THAT WERE TAKEN IMMEDIATELY, WHO WAS NOTIFIED, THE ACTIONS THAT WERE TAKEN TO CORRECT THE PROBLEM, AND TO PREVENT FUTURE OCCURRENCES.

\* NOTIFY ADDRESSEE AT E-MAIL ADDRESS IN BLOCK 14 WHEN DISTRIBUTABLE IS PLACED IN ELECTRONIC SERVER. LETTER OF TRANSMITTAL MUST BE SIGNED ELECTRONICALLY.

15. TOTAL

17. PRICE GROUP
18. ESTIMATED TOTAL PRICE

(b)(6)

(b)(6)

DATE 30 Jan 2002	I. APPROVED BY	J. DATE 30 Jan 2002
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000625

CONTRACT DATA REQUIREMENTS LIST <i>(1 Data Item)</i>						Approved OMB No. 0704-0188		
The public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports (0704-0188), 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302. Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid control number. Please DO NOT RETURN your form to the above address. Send completed form to the Government Issuing Contracting Officer for the C I No. listed in Block E.								
A. CONTRACT LINE ITEM NO. 0004,0006,0008,0010		B. EXHIBIT A	C. CATEGORY: TDP _____ TM _____ OTHER _____					
D. SYSTEM/ITEM JLENS		E. CONTRACT/PR NO. DASG60-98-C-0001		F. CONTRACTOR RAYTHEON				
1. DATA ITEM NO. A020	2. TITLE OF DATA ITEM OPERATIONS SECURITY (OPSEC) PLAN			3. SUBTITLE				
4. AUTHORITY (Data Acquisition Document No.) DI-MGMT-80934		5. CONTRACT REFERENCE SOW PARA 7.0		6. REQUIRING OFFICE SFAE-AMD-JLN				
7. OD 250 REQ LT	9. DIST STATEMENT REQUIRED	10. FREQUENCY ONE/R	12. DATE OF FIRST SUBMISSION 30 DAC	14. DISTRIBUTION				
8. APP CODE A	9. DIST STATEMENT REQUIRED	11. AS OF DATE	13. DATE OF SUBSEQUENT SUBMISSION AS REQUIRED	a. ADDRESSEE		b. COPIES		
16. REMARKS THE PREVIOUSLY APPROVED OPSEC PLAN SUBMITTED UNDER THE CONCEPT DEFINITION CONTRACT SHALL BE REVISED TO REFLECT THE PRESENT PROGRAM.  MAINTAIN CURRENT TO REFLECT MAJOR PROGRAM CHANGES.  APPROVAL: G30/C30  * NOTIFY ADDRESSEE AT E-MAIL ADDRESS IN BLOCK 14 WHEN DELIVERABLE IS PLACED IN ELECTRONIC SERVER. LETTER OF TRANSMITTAL MUST BE SIGNED ELECTRONICALLY.				[REDACTED]		Draft	Final	
						Reg	Repro	
16. TOTAL				→				
[REDACTED]		H. DATE 30 Jan 2002		I. APPROVED BY		J. DATE 30 Jan 2002		

17. PRICE GROUP
18. ESTIMATED TOTAL PRICE

(b)(6)

(b)(6)

0006216

CONTRACT DATA REQUIREMENTS LIST

(1 Data Item)

Form Approved  
OMB No. 0704-0188

The public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports (0704-0188), 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302. Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid control number. Please DO NOT RETURN your form to the above address. Send completed form to the Government Issuing Contracting Officer for the Contract No. listed in Block E.

A. CONTRACT LINE ITEM NO. 0010	B. EXHIBIT A	C. CATEGORY: TDP _____ TM _____ OTHER _____
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D. SYSTEM/ITEM JLENS	E. CONTRACT/PR NO. DASG60-98-C-0001	F. CONTRACTOR RAYTHEON
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1. DATA ITEM NO. A021	2. TITLE OF DATA ITEM FUNDS AND MANHOUR EXPENDITURE REPORT	3. SUBTITLE
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4. AUTHORITY (Data Acquisition Document No.) DI-FNCL-80331	5. CONTRACT REFERENCE SOW PARA 2.6.1	6. REQUIRING OFFICE SFAE-AMD-JLN
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7. DD 250 REQ LT	8. DIST STATEMENT REQUIRED STATEMENT REQUIRED	10. FREQUENCY MONTHLY	12. DATE OF FIRST SUBMISSION BLK 16	14. DISTRIBUTION		
6. APP CODE N/A	11. AS OF DATE	13. DATE OF SUBSEQUENT SUBMISSION BLK 16	a. ADDRESSEE		b. COPIES	
					Draft	Final
					Reg	Repro

16. REMARKS

CONTRACTOR SHALL SUBMIT CONCURRENT WITH CPR.

ITEM 12: 20 CALENDAR DAYS AFTER CLOSE OF ACCOUNTING MONTH AFTER CONTRACT AWARD.

ITEM 13: 20 DAYS AFTER CLOSE OF ACCOUNTING MONTH.

TAILOR DID: BLOCK 10, PREPARATION INSTRUCTION, 10.3.2, FUNDS EXPENDITURE GRAPH IS NOT REQUIRED.

\* NOTIFY ADDRESSEE AT E-MAIL ADDRESS IN BLOCK 14 WHEN DELIVERABLE IS PLACED IN ELECTRONIC SERVER. LETTER OF TRANSMITTAL MUST BE SIGNED ELECTRONICALLY.

15. TOTAL →

17. PRICE GROUP
18. ESTIMATED TOTAL PRICE

(b)(6)

(b)(6)

000627

**DEPARTMENT OF DEFENSE  
CONTRACT SECURITY CLASSIFICATION SPECIFICATION**  
*(The requirements of the National Industrial Security Program Operating Procedures apply to all security aspects of this effort)*

(b)(3)(A)(i)&Title 10 Sec 130 (a)(b)

7. CLEARANCE AND SAFEGUARDING	
a. FACILITY CLEARANCE REQUIRED:	[REDACTED]
b. LEVEL OF SAFEGUARDING REQUIRED:	[REDACTED]

2. THIS SPECIFICATION IS FOR: (X and complete as applicable)		3. THIS SPECIFICATION IS: (X and complete as applicable)	
a. TIME CONTRACT NUMBER DASG60-98-C-0001		a. ORIGINAL (Complete date in all cases)	Date (YYMMDD) 980113
b. SUBCONTRACT NUMBER	X	b. REVISED (Supersedes all previous specs)	Revision No. 4 Date (YYMMDD) 020115
c. SOLICITATION OR OTHER NUMBER	Due Date (YYMMDD)	c. FINAL (Complete item 5 in all cases)	Date (YYMMDD)

4. IS THIS A FOLLOW-ON CONTRACT?  YES  NO, If yes, complete the following  
Classified material received or generated under DASG60-96-C-0190 (Preceding Contract Number) is transferred to this follow-on contract

5. IS THIS A FINAL DD FORM 254  YES  NO, If yes, complete the following:  
In response to the contractor's request dated \_\_\_\_\_, retention of the identified classified material is authorized for a period of \_\_\_\_\_.

6. CONTRACTOR (Include Commercial and Government Entity (CAGE) Code)

a. NAME, ADDRESS, AND ZIP Raytheon Company Iba Raytheon Systems Company 180 Hartwell road Bedford, MA 01730	b. CAGE CODE 04164	c. COGNIZANT SECURITY OFFICE (Name, Address, and Zip Code) Northeast Region DSS Barnes Building 495 Summer Street Boston, MA 02210-2192
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7. SUBCONTRACTOR

a. NAME, ADDRESS, AND ZIP	b. CAGE CODE	c. COGNIZANT SECURITY OFFICE (Name, Address, and Zip Code)
---------------------------	--------------	--

8. ACTUAL PERFORMANCE

a. LOCATION	b. CAGE CODE	c. COGNIZANT SECURITY OFFICE (Name, Address, and Zip Code)
-------------	--------------	--

9. GENERAL IDENTIFICATION OF THIS PROCUREMENT  
[REDACTED] (b)(3)(A)(i)&Title 10 Sec 130 (a)(b)

0. THIS CONTRACT WILL REQUIRE ACCESS TO	1. IN PERFORMING THIS CONTRACT, THE CONTRACTOR WILL:
COMMUNICATIONS SECURITY (COMSEC) INFORMATION	(b)(7)(E)
RESTRICTED DATA	HAVE ACCESS TO CLASSIFIED INFORMATION ONLY AT ANOTHER CONTRACTORS FACILITY OR GOVERNMENT ACTIVITY
CRITICAL NUCLEAR WEAPON DESIGN INFORMATION	RECEIVE CLASSIFIED DOCUMENTS ONLY
FORMERLY RESTRICTED DATA	RECEIVE AND GENERATE CLASSIFIED MATERIAL
INTELLIGENCE INFORMATION	FABRICATE, MODIFY, OR STORE CLASSIFIED HARDWARE
(1) Sensitive Compartmented Information (SCI)	PERFORM SERVICES ONLY
(2) Non-SCI	HAVE ACCESS TO US CLASSIFIED INFORMATION OUTSIDE THE U.S., PUERTO RICO, U.S. POSSESSIONS AND
SPECIAL ACCESS INFORMATION	BE AUTHORIZED TO USE THE SERVICES OF THE DEFENSE TECHNICAL INFORMATION CENTER (DTIC) OR OTHER SECONDARY DISTRIBUTION CENTER
NATO INFORMATION	REQUIRE A COMSEC ACCOUNT
FOREIGN INFORMATION	HAVE TEMPEST REQUIREMENTS
LIMITED INFORMATION	HAVE OPERATIONS SECURITY (OPSEC) REQUIREMENTS
FOR OFFICIAL USE ONLY INFORMATION	BE AUTHORIZED TO USE THE DEFENSE COURIER SERVICE
OTHER (Specify)	OTHER (specify)

c / d

000628

12. **PUBLIC RELEASE.** Any information (classified or unclassified) pertaining to this contract shall not be released for public dissemination except as provided by the Industrial Security Manual or unless it has been approved for public release by appropriate U.S. Government authority. Proposed public releases shall be submitted for approval prior to release  Direct  Through (Specify)

Deputy Commander, U.S. Army Space and Missile Defense Command  
 Attn: SMDC-PA  
 P.O. Box 1500  
 Huntsville, AL 35807-3801

to the Directorate for Freedom of Information and Security Review, Office of the Assistant Secretary of Defense (Public Affairs)\* for review.  
 \*In the case of non-DoD User Agencies, requests for disclosure shall be submitted to that agency.

13. **SECURITY GUIDANCE.** The security classification guidance needed for this classified effort is identified below. If any difficulty is encountered in applying this guidance or if any other contributing factor indicates a need for changes in this guidance, the contractor is authorized and encouraged to provide recommended changes; to challenge the guidance or the classification assigned to any information or material furnished or generated under this contract; and to submit any questions for interpretation of this guidance to the official identified below. Pending final decision, the information involved shall be handled and protected at the highest level of classification assigned or recommended. (Fill in as appropriate for the classified effort. Attach, or forward under separate correspondence, any documents/guides/extracts referenced herein. Add additional pages as needed to provide complete guidance.)

SEE ATTACHED PAGES

14. **ADDITIONAL SECURITY REQUIREMENTS.** Requirements, in addition to ISM requirements, are established for this contract.  Yes  No  
 (If Yes, identify the pertinent contractual clauses in the contract document itself, or provide an appropriate statement which identifies the additional requirements. Provide a copy of the requirements to the cognizant security office. Use Item 13 if additional space is needed.)

[Redacted]

(b)(7)(E)

15. **INSPECTIONS.** Elements of this contract are outside the inspection responsibility of the cognizant security office.  Yes  No  
 (If Yes, explain and identify specific areas or elements carved out and the activity responsible for inspections. Use Item 13 if additional space is needed.)

16. **CERTIFICATION AND SIGNATURE.** Security requirements stated herein are complete and adequate for safeguarding the classified information to be released or generated under this classified effort. All questions shall be referred to the official named below.

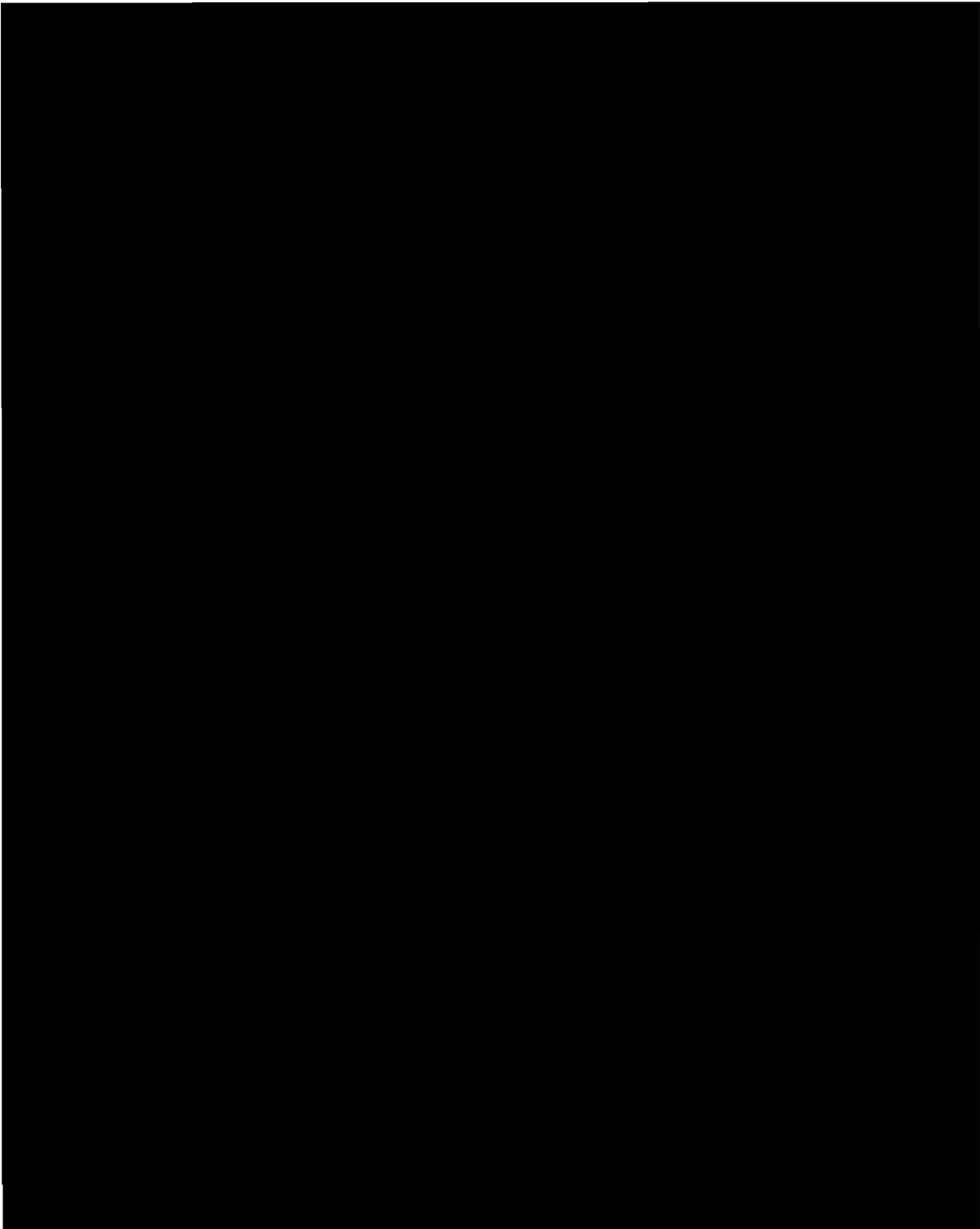
a. TYPED NAME OF CERTIFYING OFFICIAL [Redacted] (b)(6)	b. TITLE [Redacted] (b)(6)	c. TELEPHONE (Include Area Code) [Redacted] (b)(6)
---	-------------------------------	---

d. ADDRESS (Include Zip Code)  
 PEO, AMD P.O. Box 1500  
 ENS Project Office Huntsville, AL 35807-3801  
 AE-AMD-IL [Redacted]

17. **REQUIRED DISTRIBUTION**

<input checked="" type="checkbox"/>	a. CONTRACTOR
<input type="checkbox"/>	b. SUBCONTRACTOR
<input checked="" type="checkbox"/>	c. COGNIZANT SECURITY OFFICE FOR PRIME AND SUBCONTRACTOR
<input checked="" type="checkbox"/>	d. U.S. ACTIVITY RESPONSIBLE FOR OVERSEAS SECURITY ADMINISTRATION
<input checked="" type="checkbox"/>	e. ADMINISTRATIVE CONTRACTING OFFICER
<input checked="" type="checkbox"/>	f. OTHERS AS NECESSARY

000629

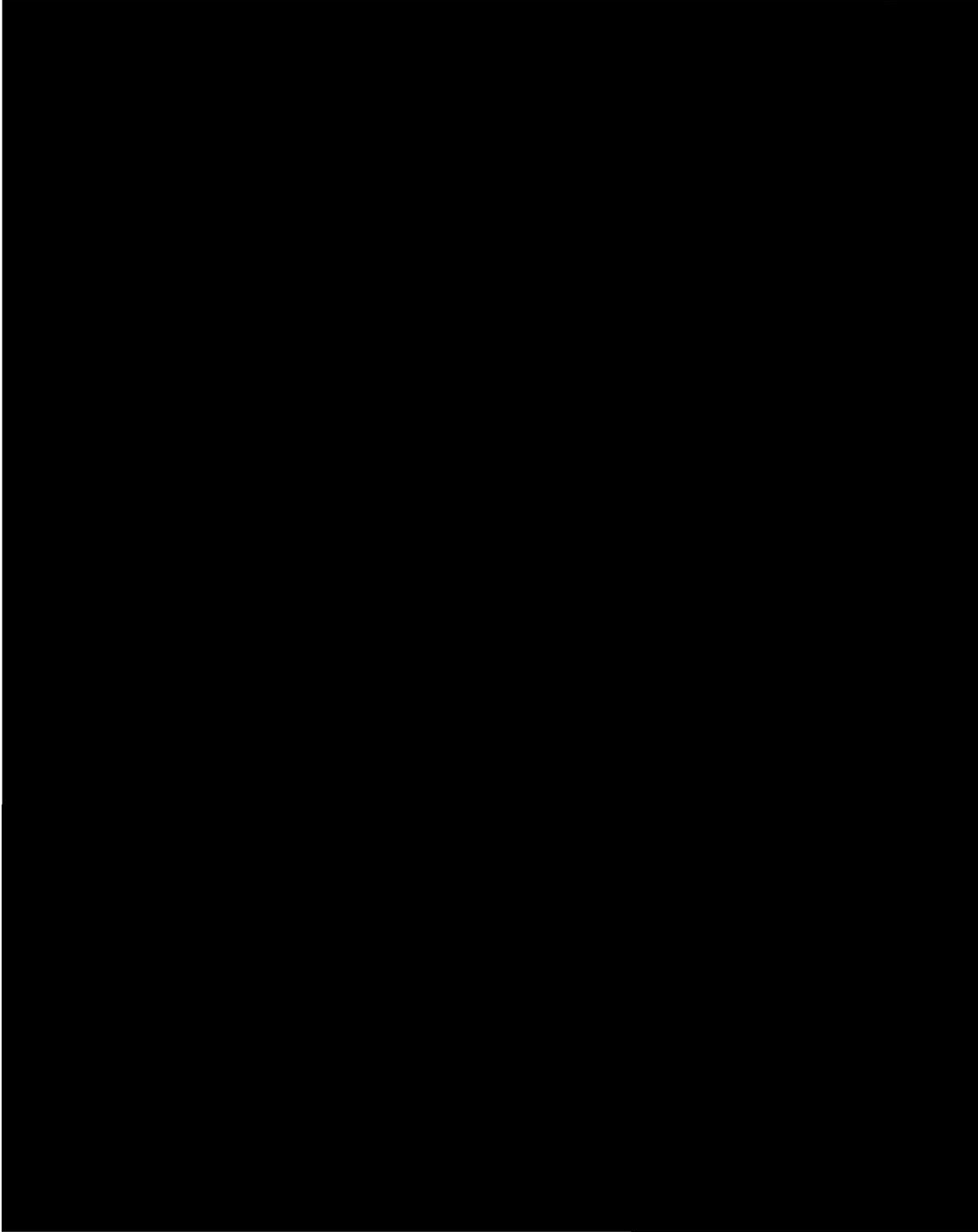


(b)(7)(E)

(b)(7)(E)

(b)(7)(E)

00063D



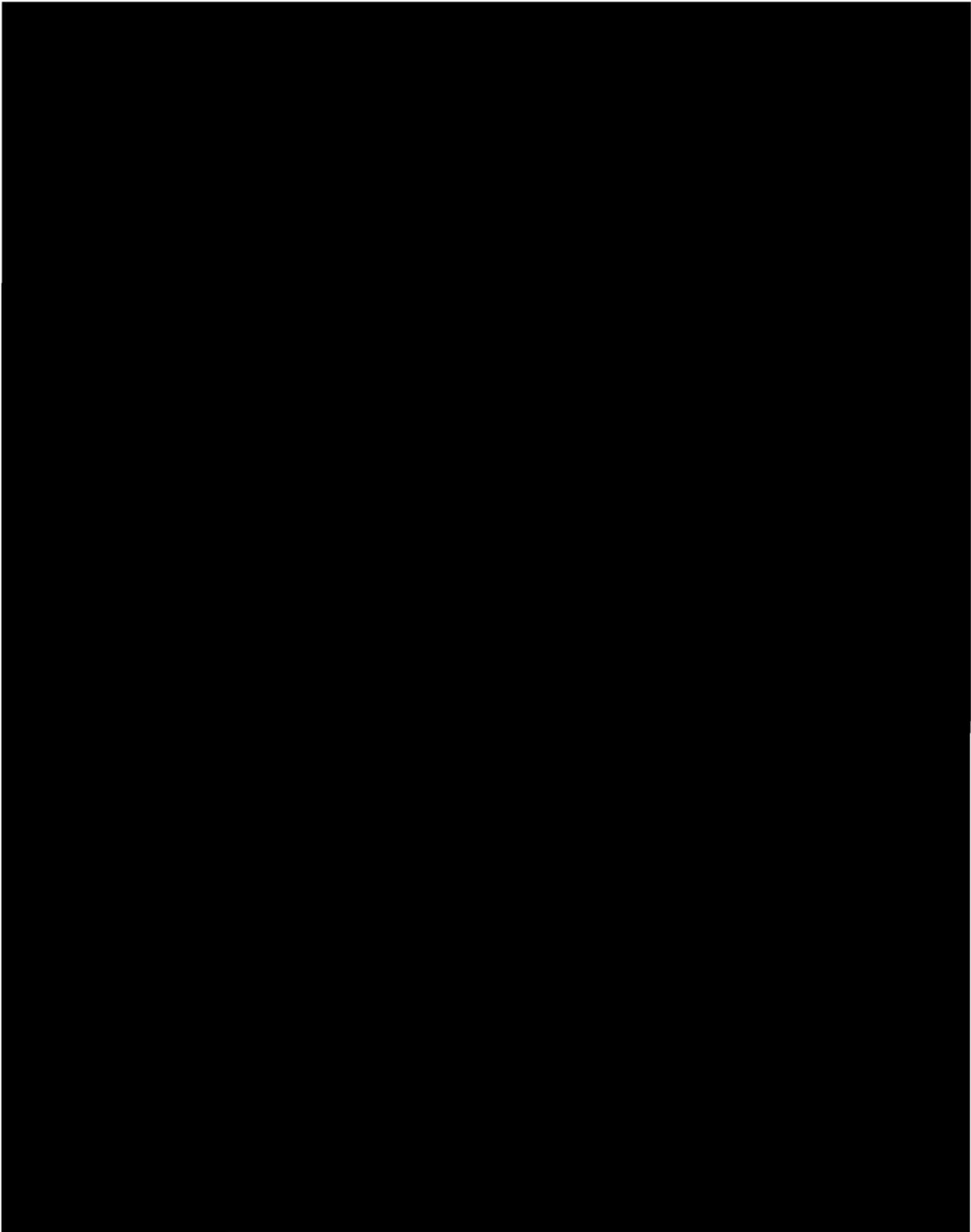
(b)(7)(E)

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000631



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000632

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(b)(7)(E)

(b)(7)(E)

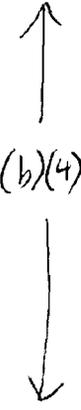
000633

RAYTHEON GFE LIST

DASG60-98-C-0001  
 Modification P00061

As of 25 Mar 2002	Qty	Acq. Cost K\$
[REDACTED]	1	[REDACTED]
[REDACTED]	2	[REDACTED]
[REDACTED]	1	[REDACTED]
[REDACTED]	2	[REDACTED]
[REDACTED]	4	[REDACTED]
[REDACTED]	5	[REDACTED]
[REDACTED]	5	[REDACTED]
[REDACTED]	5	[REDACTED]
[REDACTED]	7	[REDACTED]
[REDACTED]	2	[REDACTED]
[REDACTED]	2	[REDACTED]
[REDACTED]	4	[REDACTED]
[REDACTED]	2	[REDACTED]
[REDACTED]	4	[REDACTED]
[REDACTED]	4	[REDACTED]
[REDACTED]	4	[REDACTED]
[REDACTED]	2	[REDACTED]
[REDACTED]	2	[REDACTED]
[REDACTED]	4	[REDACTED]
[REDACTED]	4	[REDACTED]
<b>TOTAL</b>		[REDACTED]

(b)(3)(A)  
 (i)&Title 10  
 Sec 130 (a)(b)



(b)(3)(A)  
 (i)&Title  
 10 Sec  
 130 (a)(b)

000634

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE	PAGE OF PAGES 1   2
2. AMENDMENT/MODIFICATION NO. P00062		3. EFFECTIVE DATE 16-Apr-2002	4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If applicable)
6. BY SPACE AND MISSILE DEFENSE [REDACTED] (b)(6) HUNTSVILLE AL 35807-3801		CODE W31RPD	7. ADMINISTERED BY (If other than item 6) DCM TYNGSBORO PO BOX 688 TYNGSBORO MA 01879		CODE NONE (b)(6)
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) RAYTHEON COMPANY 180 HARTWELL ROAD BEDFORD MA 01730-0000				9A. AMENDMENT OF SOLICITATION NO.	
				9B. DATED (SEE ITEM 11)	
				X 10A. MOD. OF CONTRACT/ORDER NO. DASG60-98-C-0001	
				X 10B. DATED (SEE ITEM 13) 30-Jan-1998	
CODE 04164		FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted, or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying rate, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B). SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:					
X D. OTHER (Specify type of modification and authority) FAR 52.232-22, Limitation of Funds					
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) The purpose of this modification is to provide incremental funding in the amount of \$2,998,000 for performance of CLIN 0003. All other terms and conditions remain unchanged and in full force and effect.					
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.					
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) (b)(6) (b)(6)		
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)		15C. DATE SIGNED	[REDACTED] (Signature of Contracting Officer)		16C. DATE SIGNED

EXCEPTION TO SF 30  
APPROVED BY OIRM 11-84

30-105-04

STANDARD FORM 30 (Rev. 10-83)  
Prescribed by GSA  
FAR (48 CFR) 53.243

000635

SECTION A Solicitation/Contract Form

WHEREAS, pursuant to the contract clause, "Limitation of Funds," the government elects to add an increment of funds to CLINs 0003 and 0004 of the contract,

NOW, THEREFORE, the contract is hereby changed as described below.

1. SECTION G - CONTRACT ADMINISTRATION DATA, is modified as follows:

a. Paragraph G-5, Accounting and Appropriation Data (CLINs 0003 and 0004), is modified to add the following:

ACRN: AP  
ACCT CLASS: 212 2040 5Q 5Q17 P172419E55 255Y ER2D730000 S01021  
ER2D730000/24KJLE/4K0000  
ORDER NO.: ER2D730000-07 Funded Amt: \$2,998,000 Modification P00062

b. Paragraph G-6, Implementation of and Explanation of the Relationship of the Limitation of funds (LOF) Clause to Fee Obligations (CLINs 0003 and 0004) is modified as follows:

	PRIOR	THIS MODIFICATION	CUMULATIVE TOTAL
(1) Amount Required for Full Funding, Including Fee(s):	\$145,166,476	-0-	\$145,166,476
(2) Amount Allotted under the LOF Clause for Payment of Target Costs:	[REDACTED]		
(3) Amount Separately Obligated for Payment for Target Fee:	[REDACTED]		
(4) Total Amount Allotted and Obligated:	\$ 81,831,422	\$ 2,998,000	\$84,829,422
(5) Net Amount Required for Full Funding:	\$ 63,335,054	(\$2,998,000)	\$60,377,054
(6) Estimated Period of Performance the Allotted Amount will cover:	28 Feb 02		29 Sep 02

b)(4)

2. The following page substitutions are hereby incorporated into the contract:

DELETE	ADD
Page 13B, Modification P00060	Page 13B, Modification P00062
Page 13C, Modification P00057	Page 13C, Modification P00062
Page 14, Modification P00060	Page 14, Modification P00062
Page 21, Modification P00060	Page 21, Modification P00062

000636

ACRN: AH  
CUMULATIVE AMOUNT: \$700,000  
ACCT CLASS: 9700400.2501 5Q-5Q07 P40770643873.3155 2514 S01021  
4N0551034N/04N551/4N  
ORDER NO/PRON: 4N-0-55103-4N-01 FUNDED AMT: \$700,000 (P00041)

ACRN: AM  
CUMULATIVE AMOUNT: \$17,000,000  
ACCT CLASS: 2112040 36 9618 P172419E55 255Y ER1D730100 S01021  
ER1D730100/1HHJLE/H  
ORDER NO: ER1D730100-01 FUNDED AMT: \$12,750,000 (P00049)  
ER1D730100-02 FUNDED AMT: \$ 2,250,000 (P00051)  
ER1D730100-03 FUNDED AMT: \$ 2,000,000 (P00052)

ACRN: AN  
CUMULATIVE AMOUNT: \$5,800  
ACCT CLASS: 971 0400 1202 181 JT01 606051 65126J 59232 525700  
ORDER NO.: NMIPR019207193C FUNDED AMT: \$5,800 (P00053)

ACRN: AP  
CUMULATIVE AMOUNT: \$16,002,000  
ACCT CLASS: 212 2040 5Q 5Q17 P172419E55 255Y ER2D730000 S01021  
ER2D730000/24KJLE/4K0000  
ORDER NO.: ER2D730000-01 FUNDED AMT: \$7,002,000 (P00054)  
ER2D730000-02 FUNDED AMT: \$1,500,000 (P00055)  
ER2D730000-03 FUNDED AMT: \$1,500,000 (P00056)  
ER2D730000-05 FUNDED AMT: \$6,000,000 (P00059) 60  
ER2D730000-07 FUNDED AMT: \$2,998,000 (P00062) |

CLIN 0009

(a) SUBCLIN 0009AA

ACRN: AJ  
CUMULATIVE AMOUNT: \$200,000  
ACCT CLASS: 5703600 290 4750 674478 28060F 503000 F78100  
REF: NACXXX00680104  
ORDER NO/PRON: NACXXX00680104-01 FUNDED AMT: \$200,000 (P00043)

000637

ACRN: AK  
 CUMULATIVE AMOUNT: \$85,000  
 ACCT CLASS: 9700400 2520 0603173C 2564 [REDACTED] 0101129881 012123 (b)(3)(A)  
 REF: [REDACTED] 0101129881 (i)&Title  
 ORDER NO/PRON: [REDACTED] 101129881-2 FUNDED AMT: \$50,000 (P00043) 10 Sec  
 [REDACTED] 0101129881-03 FUNDED AMT: \$35,000 (P00045) 130 (a)(b)

ACRN: AL  
 CUMULATIVE AMOUNT: \$45,000  
 ACCT CLASS: 2102040 36 9618 P172419E55 255Y ER0D731900 S01021  
 ER0D731900/0YYJLE/H  
 ORDER NO/PRON: ER0D731900-01 FUNDED AMT: \$45,000 (P00048)

ACRN: AQ  
 CUMULATIVE AMOUNT: \$45,106  
 ACCT CLASS: 2112040 36 9618 P172419E55 255Y ER1D732000 S01021  
 ER1D732000/1HHJLE/H  
 ORDER NO/PRON: ER1D732000-01 FUNDED AMT: \$45,106 (P00057)

(b) SUBCLIN 0009AB:

ACRN: AQ  
 CUMULATIVE AMOUNT: \$24,894  
 ACCT CLASS: 2112040 36 9618 P172419E55 255Y ER1D732000 S01021  
 ER1D732000/1HHJLE/H  
 ORDER NO/PRON: ER1D732000-01 FUNDED AMT \$24,894 (P00057)

ACRN : AR  
 CUMULATIVE AMONT: \$35,000  
 ACCT CLASS: 212 2040 5Q 5Q17 P172419E55 255Y ER2D731400 S01021  
 ER2D731400/24KJLE/4K0000  
 ORDER NO/PRON: ER2D731400-01 FUNDED AMT: \$35,000 (P00057)

000638

G-6. IMPLEMENTATION OF AND EXPLANATION OF THE RELATIONSHIP OF THE LIMITATION OF FUNDS (LOF) CLAUSE TO FEE OBLIGATIONS: The amount of funds estimated to be required for full performance, including fee(s); the amount of funds allotted pursuant to the Contract Clause hereof entitled, Limitations of Funds; the amount of funds currently obligated for fee; and the estimated period of performance covered by the funds allotted are set forth below. Amounts obligated for fee are separate from and are not to be commingled with the amounts allotted for costs and are not available to the contractor to cover costs in excess of those allotted to the contract for cost.

- a. CLINs 0001 and 0002:
  - (1) Amount Required for Full Funding: \$ 437,946
  - (2) Amount Allotted Under the LOF Clause for Payment of Costs: [REDACTED] (b)(4)
  - (3) Total Amount Allotted and Obligated: \$ 440,100
  - (4) Net Amount Required for Full Funding: (\$ 2,154)
  - (5) Estimated Period of Performance the Allotted Amount Will Cover: 30 Sep 99
  
- b. CLINs 0003 and 0004:
  - (1) Amount Required for Full Funding, Including Fee(s): \$145,166,476
  - (2) Amount Allotted Under the LOF Clause for Payment of Target Costs: [REDACTED] (b)(4)
  - (3) Amount Separately Obligated for Payment of Target Fee: [REDACTED]
  - (4) Total Amount Allotted and Obligated: \$ 84,829,422\*
  - (5) Net Amount Required for Full Funding: \$ 60,337,054\*
  - (6) Estimated Period of Performance the Allotted Amount Will Cover: 29 Sep 02
  
- c. CLINs 0005 and 0006:  
SUBCLIN 0005AA
  - (1) Amount Required for Full Funding, Including Fee(s): \$164,011,800\*
  - (2) Amount Allotted Under the LOF Clause for Payment of Costs: \$ -0-
  - (3) Amount Separately Obligated for Payment of Target Fee: \$ -0-
  - (4) Total Amount Allotted and Obligated: \$ -0-
  - (5) Net Amount Required for Full Funding: \$164,011,800\*
  - (6) Estimated Period of Performance the Allotted Amount Will Cover:

\*NOT-TO-EXCEED (NTE)

000639

H-8. GOVERNMENT-FURNISHED FUELS PROVIDED

Fuels as identified below will be provided through [redacted] in accordance with the clause of this contract entitled Government Property (Cost-Reimbursement, Time and Material, or Labor-Hour Contracts). From time to time the contractor may order with the supplier for partial deliveries of fuel. To assist the Contracting Officer in maintaining accountability of total orders, the contractor shall notify the Contracting Officer when fuels ordered exceed 85 percent of the amount specified below. This is requested for each fuels type listed. The contractor will be financially responsible for orders for fuels in excess of the amount stipulated below:

(b)(3)(A)  
(i)&Title  
10 Sec 130  
(a)(b)

NOMENCLATURE	NATIONAL STOCK NO. (NSN)	UNIT OF ISSUE	QUANTITY AUTHORIZED AS GFP
--------------	--------------------------	---------------	----------------------------

H-9. DESIGN SENSITIVITY TO COST (COST AS AN INDEPENDENT VARIABLE): The contractor may propose changes to the proposed design conforming to cost as an independent variable (CAIV). Those changes which do not alter the Aerostat Performance Specification (APS) may be implemented by the contractor 10 working days after notice of intent specifying the changes is provided to the government. Changes which alter the APS by reducing the requirements may only be undertaken without an equitable reduction in the estimated cost and schedule of the contract if the contractor demonstrates 1) a comparable gain in other performance requirements, 2) such changes are acceptable to the government, and 3) the change does not alter the overall estimated cost of the program. In no event, however, shall the contractor propose to reduce or alter the requirements of paragraph A.2 of Appendix A of the APS.

H-10. INCREMENTAL FUNDING OF THE CONTRACT:

a. It is expected that allotments within each fiscal year will be made on an incremental basis in accordance with the LIMITATION OF FUNDS clause.

b. Pursuant to the Limitation of Funds clause, the sum of \$440,100 is presently allotted to CLIN 0001 and available for payment to cover the work to be performed hereunder until 30 Sep 99. The amount of [redacted] is obligated for Potential Fee for a total amount of [redacted] for CLIN 0001.

(b)(4)

c. Pursuant to the LIMITATION OF FUNDS clause, the sum of \$77,884,370 is presently allotted to CLIN 0003 and available for payment to cover the work to be performed hereunder until 7 Jun 02. The amount of [redacted] is obligated for Potential Fee (if applicable), for a total amount of [redacted] for CLIN 0003. It is anticipated that funds will be allotted and obligated (combined amounts for Cost and Potential Fee) as follows.

(b)(4)

	<u>PLANNED DATE OF FUNDING</u>	<u>AMOUNT</u>	<u>CUMULATIVE</u>
		(In Millions)	
CLIN 0001	Current Obligations (Jun 99)		\$440,100

000640

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				CONTRACT ID CODE	PAGE OF PAGES
2. AMENDMENT/MODIFICATION NO. P00063		3. EFFECTIVE DATE 23-May-2002	4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (if applicable)
6. IF <input checked="" type="checkbox"/> BY <input type="checkbox"/> DEFENSE	CODE W31RPD	7. ADMINISTERED BY (if other than item 6)			CODE NONE
[REDACTED] (b)(6) PO BOX 1500 HUNTSVILLE AL 35807-3801		DCM TYNGSBORO PO BOX 688 TYNGSBORO MA 01879			
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) RAYTHEON COMPANY 180 HARTWELL ROAD BEDFORD MA 01730-0000				9A. AMENDMENT OF SOLICITATION NO.	
				9B. DATED (SEE ITEM 11)	
				X 10A. MOD. OF CONTRACT/ORDER NO. DASG60-98-C-0001	
CODE 04164				FACILITY CODE	
				X 10B. DATED (SEE ITEM 13) 30-Jan-1998	
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended.					
Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA (if required) <b>See Schedule</b>					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).					
C. SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:					
X D. OTHER (Specify type of modification and authority) FAR 52.232-22, Limitation of Funds					
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) The purpose of this modification is to provide incremental funding in the amount of \$500,000 for performance of CLIN 0003.  All other terms and conditions remain unchanged and in full force and effect.					
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remain unchanged and in full force and effect.					
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) (b)(6)		
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED	16B. DATE SIGNED		16C. DATE SIGNED
(Signature of person authorized to sign)			(Signature of Contracting Officer)		

EXCEPTION TO SF 30  
APPROVED BY OIRM 11-84

30-105-04

STANDARD FORM 30 (Rev. 10-83)  
Prescribed by GSA  
FAR (48 CFR) 53.243

000641

SECTION A Solicitation/Contract Form

WHEREAS, pursuant to the contract clause, "Limitation of Funds," the government elects to add an increment of funds to CLINs 0003 and 0004 of the contract,

NOW, THEREFORE, the contract is hereby changed as described below.

1. SECTION G - CONTRACT ADMINISTRATION DATA, is modified as follows:

a. Paragraph G-5, Accounting and Appropriation Data (CLINs 0003 and 0004), is modified to add the following:

ACRN: AP  
ACCT CLASS: 212 2040 5Q 5Q17 P172419E55 255Y ER2D730000 S01021  
ER2D730000/24KJLE/4K0000  
ORDER NO.: ER2D730000-08 Funded Amt: \$500,000 Modification P00063

b. Paragraph G-6, Implementation of and Explanation of the Relationship of the Limitation of funds (LOF) Clause to Fee Obligations (CLINs 0003 and 0004) is modified as follows:

	PRIOR	THIS MODIFICATION	CUMULATIVE TOTAL
(1) Amount Required for Full Funding, Including Fee(s):	\$145,166,476	-0-	\$145,166,476
(2) Amount Allotted under the LOF Clause for Payment of Target Costs:	(b)(4)		
(3) Amount Separately Obligated for Payment for Target Fee:	(b)(4)		
(4) Total Amount Allotted and Obligated:	\$ 84,829,422	\$ 500,000	\$85,329,422
(5) Net Amount Required for Full Funding:	\$ 60,337,054	(\$ 500,000)	\$59,837,054
(6) Estimated Period of Performance the Allotted Amount will cover:	29 Sep 02		13 Oct 02

2. The following page substitutions are hereby incorporated into the contract:

DELETE	ADD
Page 13B, Modification P00062	Page 13B, Modification P00063
Page 14, Modification P00062	Page 14, Modification P00063
Page 21, Modification P00062	Page 21, Modification P00063

000642

ACRN: AH  
CUMULATIVE AMOUNT: \$700,000  
ACCT CLASS: 9700400.2501 5Q-5Q07 P40770643873.3155 2514 S01021  
4N0551034N/04N551/4N  
ORDER NO/PRON: 4N-0-55103-4N-01 FUNDED AMT: \$700,000 (P00041)

ACRN: AM  
CUMULATIVE AMOUNT: \$17,000,000  
ACCT CLASS: 2112040 36 9618 P172419E55 255Y ER1D730100 S01021  
ER1D730100/1HHJLE/H  
ORDER NO: ER1D730100-01 FUNDED AMT: \$12,750,000 (P00049)  
ER1D730100-02 FUNDED AMT: \$ 2,250,000 (P00051)  
ER1D730100-03 FUNDED AMT: \$ 2,000,000 (P00052)

ACRN: AN  
CUMULATIVE AMOUNT: \$5,800  
ACCT CLASS: 971 0400 1202 181 JT01 606051 65126J 59232 525700  
ORDER NO.: NMIPR019207193C FUNDED AMT: \$5,800 (P00053)

ACRN: AP  
CUMULATIVE AMOUNT: \$16,002,000  
ACCT CLASS: 212 2040 5Q 5Q17 P172419E55 255Y ER2D730000 S01021  
ER2D730000/24KJLE/4K0000  
ORDER NO.: ER2D730000-01 FUNDED AMT: \$7,002,000 (P00054)  
ER2D730000-02 FUNDED AMT: \$1,500,000 (P00055)  
ER2D730000-03 FUNDED AMT: \$1,500,000 (P00056)  
ER2D730000-05 FUNDED AMT: \$6,000,000 (P00060)  
ER2D730000-07 FUNDED AMT: \$2,998,000 (P00062)  
ER2D730000-08 FUNDED AMT: \$500,000 (P00063)

CLIN 0009

(a) SUBCLIN 0009AA

ACRN: AJ  
CUMULATIVE AMOUNT: \$200,000  
ACCT CLASS: 5703600 290 4750 674478 28060F 503000 F78100  
REF: NACXXX00680104  
ORDER NO/PRON: NACXXX00680104-01 FUNDED AMT: \$200,000 (P00043)

000643

G-6. IMPLEMENTATION OF AND EXPLANATION OF THE RELATIONSHIP OF THE LIMITATION OF FUNDS (LOF) CLAUSE TO FEE OBLIGATIONS: The amount of funds estimated to be required for full performance, including fee(s); the amount of funds allotted pursuant to the Contract Clause hereof entitled, Limitations of Funds; the amount of funds currently obligated for fee; and the estimated period of performance covered by the funds allotted are set forth below. Amounts obligated for fee are separate from and are not to be commingled with the amounts allotted for costs and are not available to the contractor to cover costs in excess of those allotted to the contract for cost.

- a. CLINs 0001 and 0002:
  - (1) Amount Required for Full Funding: \$ 437,946
  - (2) Amount Allotted Under the LOF Clause for Payment of Costs: [REDACTED] (b)(4)
  - (3) Total Amount Allotted and Obligated: \$ 440,100
  - (4) Net Amount Required for Full Funding: (\$ 2,154)
  - (5) Estimated Period of Performance the Allotted Amount Will Cover: 30 Sep 99
  
- b. CLINs 0003 and 0004:
  - (1) Amount Required for Full Funding, Including Fee(s): \$145,166,476
  - (2) Amount Allotted Under the LOF Clause for Payment of Target Costs: [REDACTED] (b)(4)
  - (3) Amount Separately Obligated for Payment of Target Fee: [REDACTED]
  - (4) Total Amount Allotted and Obligated: \$ 85,329,422\*
  - (5) Net Amount Required for Full Funding: \$ 59,837,054\*
  - (6) Estimated Period of Performance the Allotted Amount Will Cover: 13 Oct 02
  
- c. CLINs 0005 and 0006:
  - SUBCLIN 0005AA
  - (1) Amount Required for Full Funding, Including Fee(s): \$164,011,800\*
  - (2) Amount Allotted Under the LOF Clause for Payment of Costs: \$ -0-
  - (3) Amount Separately Obligated for Payment of Target Fee: \$ -0-
  - (4) Total Amount Allotted and Obligated: \$ -0-
  - (5) Net Amount Required for Full Funding: \$164,011,800\*
  - (6) Estimated Period of Performance the Allotted Amount Will Cover:

\*NOT-TO-EXCEED (NTE)

000644

H-8. GOVERNMENT-FURNISHED FUELS PROVIDED

Fuels as identified below will be provided through [redacted] in accordance with the clause of this contract entitled Government Property (Cost-Reimbursement, Time and Material, or Labor-Hour Contracts). From time to time the contractor may order with the supplier for partial deliveries of fuel. To assist the Contracting Officer in maintaining accountability of total orders, the contractor shall notify the Contracting Officer when fuels ordered exceed 85 percent of the amount specified below. This is requested for each fuels type listed. The contractor will be financially responsible for orders for fuels in excess of the amount stipulated below:

(b)(3)(A)  
(i)&Title  
10 Sec 130  
(a)(b)

NOMENCLATURE	NATIONAL STOCK NO. (NSN)	UNIT OF ISSUE	QUANTITY AUTHORIZED AS GFP
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H-9. DESIGN SENSITIVITY TO COST (COST AS AN INDEPENDENT VARIABLE): The contractor may propose changes to the proposed design conforming to cost as an independent variable (CAIV). Those changes which do not alter the Aerostat Performance Specification (APS) may be implemented by the contractor 10 working days after notice of intent specifying the changes is provided to the government. Changes which alter the APS by reducing the requirements may only be undertaken without an equitable reduction in the estimated cost and schedule of the contract if the contractor demonstrates 1) a comparable gain in other performance requirements, 2) such changes are acceptable to the government, and 3) the change does not alter the overall estimated cost of the program. In no event, however, shall the contractor propose to reduce or alter the requirements of paragraph A.2 of Appendix A of the APS.

H-10. INCREMENTAL FUNDING OF THE CONTRACT:

a. It is expected that allotments within each fiscal year will be made on an incremental basis in accordance with the LIMITATION OF FUNDS clause.

b. Pursuant to the Limitation of Funds clause, the sum of \$440,100 is presently allotted to CLIN 0001 and available for payment to cover the work to be performed hereunder until 30 Sep 99. The amount of [redacted] obligated for Potential Fee for a total amount of [redacted] for CLIN 0001.

(b)(4)

c. Pursuant to the LIMITATION OF FUNDS clause, the sum of \$78,343,435 is presently allotted to CLIN 0003 and available for payment to cover the work to be performed hereunder until 7 Jun 02. The amount of [redacted] obligated for Potential Fee (if applicable), for a total amount of [redacted] for CLIN 0003. It is anticipated that funds will be allotted and obligated (combined amounts for Cost and Potential Fee) as follows:

(b)(4)

	<u>PLANNED DATE OF FUNDING</u>	<u>AMOUNT</u>	<u>CUMULATIVE</u>
		(In Millions)	
CLIN 0001	Current Obligations (Jun 99)		\$440,100

000645

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE	PAGE OF PAGES
2. AMENDMENT/MODIFICATION NO. P00064		3. EFFECTIVE DATE 21-Jun-2002	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)	
5. IS Y US [REDACTED] AND MISSILE DEFENSE HUNTSVILLE AL 35807-3801	CODE W31RPD	7. ADMINISTERED BY (If other than item 6) DCM TYNGSBORO PO BOX 688 TYNGSBORO MA 01879		CODE NONE	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) RAYTHEON COMPANY 180 HARTWELL ROAD BEDFORD MA 01730-0000			9A. AMENDMENT OF SOLICITATION NO.		
CODE 04164			9B. DATED (SEE ITEM 11)		
FACILITY CODE			X 10A. MOD. OF CONTRACT/ORDER NO. DASG60-98-C-0001		
			X 10B. DATED (SEE ITEM 13) 30-Jan-1998		
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended.					
Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).					
C. SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:					
X D. OTHER (Specify type of modification and authority) FAR 52.232-22, Limitation of Funds					
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) The purpose of this modification is to provide incremental funding in the amount of \$500,000 for performance of CLIN 0003. All other terms and conditions remain unchanged and in full force and effect.					
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.					
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)		
15B. CONTRACTOR/OFFEROR			15C. DATE SIGNED		16C. DATE SIGNED
(Signature of person authorized to sign)			(Signature of Contracting Officer)		21-Jun-2002

EXCEPTION TO SF 30  
APPROVED BY OIRM 11-84

30-105-04

STANDARD FORM 30 (Rev. 10-83)  
Prescribed by GSA  
FAR (48 CFR) 53.243

000646

SECTION A Solicitation/Contract Form

WHEREAS, pursuant to the contract clause, "Limitation of Funds," the government elects to add an increment of funds to CLINs 0003 and 0004 of the contract,

NOW, THEREFORE, the contract is hereby changed as described below.

1. SECTION G - CONTRACT ADMINISTRATION DATA, is modified as follows:

a. Paragraph G-5, Accounting and Appropriation Data (CLINs 0003 and 0004), is modified to add the following:

ACRN: AP  
ACCT CLASS: 212 2040 5Q 5Q17 P172419E55 255Y ER2D730000 S01021  
ER2D730000/24KJLE/4K0000  
ORDER NO.: ER2D730000-09 Funded Amt: \$500,000 Modification P00064

b. Paragraph G-6, Implementation of and Explanation of the Relationship of the Limitation of funds (LOF) Clause to Fee Obligations (CLINs 0003 and 0004) is modified as follows:

	PRIOR	THIS MODIFICATION	CUMULATIVE TOTAL
(1) Amount Required for Full Funding, Including Fee(s):	\$145,166,476	-0-	\$145,166,476
(2) Amount Allotted under the LOF Clause for Payment of Target Costs:	[REDACTED]		
(3) Amount Separately Obligated for Payment for Target Fee:	[REDACTED]		
(4) Total Amount Allotted and Obligated:	\$ 85,329,422	\$ 500,000	\$85,829,422
(5) Net Amount Required for Full Funding:	\$ 59,837,054	(\$ 500,000)	\$59,337,054
(6) Estimated Period of Performance the Allotted Amount will cover:	29 Sep 02		25 Oct 02

(b)(4)

2. The following page substitutions are hereby incorporated into the contract:

DELETE	ADD
Page 13B, Modification P00063	Page 13B, Modification P00064
Page 14, Modification P00063	Page 14, Modification P00064
Page 21, Modification P00063	Page 21, Modification P00064

000647

ACRN: AH  
CUMULATIVE AMOUNT: \$700,000  
ACCT CLASS: 9700400.2501 5Q-5Q07 P40770643873.3155 2514 S01021  
4N0551034N/04N551/4N  
ORDER NO/PRON: 4N-0-55103-4N-01 FUNDED AMT: \$700,000 (P00041)

ACRN: AM  
CUMULATIVE AMOUNT: \$17,000,000  
ACCT CLASS: 2112040 36 9618 P172419E55 255Y ER1D730100 S01021  
ER1D730100/1HHJLE/H  
ORDER NO: ER1D730100-01 FUNDED AMT: \$12,750,000 (P00049)  
ER1D730100-02 FUNDED AMT: \$ 2,250,000 (P00051)  
ER1D730100-03 FUNDED AMT: \$ 2,000,000 (P00052)

ACRN: AN  
CUMULATIVE AMOUNT: \$5,800  
ACCT CLASS: 971 0400 1202 181 JT01 606051 65126J 59232 525700  
ORDER NO.: NMIPR019207193C FUNDED AMT: \$5,800 (P00053)

ACRN: AP  
CUMULATIVE AMOUNT: \$20,000,000  
ACCT CLASS: 212 2040 5Q 5Q17 P172419E55 255Y ER2D730000 S01021  
ER2D730000/24KJLE/4K0000  
ORDER NO.: ER2D730000-01 FUNDED AMT: \$7,002,000 (P00054)  
ER2D730000-02 FUNDED AMT: \$1,500,000 (P00055)  
ER2D730000-03 FUNDED AMT: \$1,500,000 (P00056)  
ER2D730000-05 FUNDED AMT: \$6,000,000 (P00060)  
ER2D730000-07 FUNDED AMT: \$2,998,000 (P00062)  
ER2D730000-08 FUNDED AMT: \$500,000 (P00063)  
ER2D730000-09 FUNDED AMT: \$500,000 (P00064)

CLIN 0009

(a) SUBCLIN 0009AA

ACRN: AJ  
CUMULATIVE AMOUNT: \$200,000  
ACCT CLASS: 5703600 290 4750 674478 28060F 503000 F78100  
REF: NACXXX00680104  
ORDER NO/PRON: NACXXX00680104-01 FUNDED AMT: \$200,000 (P00043)

000648

G-6. IMPLEMENTATION OF AND EXPLANATION OF THE RELATIONSHIP OF THE LIMITATION OF FUNDS (LOF) CLAUSE TO FEE OBLIGATIONS: The amount of funds estimated to be required for full performance, including fee(s); the amount of funds allotted pursuant to the Contract Clause hereof entitled, Limitations of Funds; the amount of funds currently obligated for fee; and the estimated period of performance covered by the funds allotted are set forth below. Amounts obligated for fee are separate from and are not to be commingled with the amounts allotted for costs and are not available to the contractor to cover costs in excess of those allotted to the contract for cost.

- a. CLINs 0001 and 0002:
  - (1) Amount Required for Full Funding: \$ 437,946
  - (2) Amount Allotted Under the LOF Clause for Payment of Costs: [REDACTED] (b)(4)
  - (3) Total Amount Allotted and Obligated: \$ 440,100
  - (4) Net Amount Required for Full Funding: (\$ 2,154)
  - (5) Estimated Period of Performance the Allotted Amount Will Cover: 30 Sep 99

- b. CLINs 0003 and 0004:
  - (1) Amount Required for Full Funding, Including Fee(s): \$145,166,476
  - (2) Amount Allotted Under the LOF Clause for Payment of Target Costs. [REDACTED] (b)(4)
  - (3) Amount Separately Obligated for Payment of Target Fee: [REDACTED]
  - (4) Total Amount Allotted and Obligated: \$ 85,829,422\*
  - (5) Net Amount Required for Full Funding: \$ 59,337,054\*
  - (6) Estimated Period of Performance the Allotted Amount Will Cover: 25 Oct 02

- c. CLINs 0005 and 0006:  
SUBCLIN 0005AA
  - (1) Amount Required for Full Funding, Including Fee(s): \$164,011,800\*
  - (2) Amount Allotted Under the LOF Clause for Payment of Costs: \$ -0-
  - (3) Amount Separately Obligated for Payment of Target Fee: \$ -0-
  - (4) Total Amount Allotted and Obligated: \$ -0-
  - (5) Net Amount Required for Full Funding: \$164,011,800\*
  - (6) Estimated Period of Performance the Allotted Amount Will Cover:

\*NOT-TO-EXCEED (NTE)

000649

**H-8. GOVERNMENT-FURNISHED FUELS PROVIDED**

Fuels as identified below will be provided through [redacted] in accordance with the clause of this contract entitled Government Property (Cost-Reimbursement, Time and Material, or Labor-Hour Contracts). From time to time the contractor may order with the supplier for partial deliveries of fuel. To assist the Contracting Officer in maintaining accountability of total orders, the contractor shall notify the Contracting Officer when fuels ordered exceed 85 percent of the amount specified below. This is requested for each fuels type listed. The contractor will be financially responsible for orders for fuels in excess of the amount stipulated below:

(b)(3)  
 (A)  
 (i)&Title  
 10 Sec  
 130 (a)  
 (b)

NOMENCLATURE	NATIONAL STOCK NO. (NSN)	UNIT OF ISSUE	QUANTITY AUTHORIZED AS GFP
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**H-9. DESIGN SENSITIVITY TO COST (COST AS AN INDEPENDENT VARIABLE):** The contractor may propose changes to the proposed design conforming to cost as an independent variable (CAIV). Those changes which do not alter the Aerostat Performance Specification (APS) may be implemented by the contractor 10 working days after notice of intent specifying the changes is provided to the government. Changes which alter the APS by reducing the requirements may only be undertaken without an equitable reduction in the estimated cost and schedule of the contract if the contractor demonstrates 1) a comparable gain in other performance requirements, 2) such changes are acceptable to the government, and 3) the change does not alter the overall estimated cost of the program. In no event, however, shall the contractor propose to reduce or alter the requirements of paragraph A.2 of Appendix A of the APS.

**H-10. INCREMENTAL FUNDING OF THE CONTRACT:**

a. It is expected that allotments within each fiscal year will be made on an incremental basis in accordance with the LIMITATION OF FUNDS clause.

b. Pursuant to the Limitation of Funds clause, the sum of \$440,100 is presently allotted to CLIN 0001 and available for payment to cover the work to be performed hereunder until 30 Sep 99. The amount of [redacted] is obligated for Potential Fee for a total amount of [redacted] for CLIN 0001.

(b)(4)

c. Pursuant to the LIMITATION OF FUNDS clause, the sum of \$78,802,500 is presently allotted to CLIN 0003 and available for payment to cover the work to be performed hereunder until 25 Oct 02. The amount of [redacted] is obligated for Potential Fee (if applicable), for a total amount of [redacted] for CLIN 0003. It is anticipated that funds will be allotted and obligated (combined amounts for Cost and Potential Fee) as follows:

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

	PLANNED DATE OF FUNDING	AMOUNT	CUMULATIVE
		(In Millions)	
CLIN 0001	Current Obligations (Jun 99)		\$440,100

000650

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE	PAGE OF PAGES
AMENDMENT/MODIFICATION NO. P00065		3. EFFECTIVE DATE 16-Jul-2002	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)	
6. IS: Y US. PAGE AND MISSILE DEFENSE ██████████ (b)(4) ██████████ 255-855-4205 PO BOX 1500 HUNTSVILLE AL 35807-3801	CODE W31RPD	7. ADMINISTERED BY (If other than item 6) DCM TYNGSBORO PO BOX 688 TYNGSBORO MA 01879		CODE NONE	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) RAYTHEON COMPANY 180 HARTWELL ROAD BEDFORD MA 01730-0000			9A. AMENDMENT OF SOLICITATION NO.		
			9B. DATED (SEE ITEM 11)		
			X 10A. MOD. OF CONTRACT/ORDER NO. DASG60-98-C-0001		
			X 10B. DATED (SEE ITEM 13) 30-Jan-1998		
CODE 04164	FACILITY CODE				
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended.					
Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment. (b) By acknowledging receipt of this amendment on each copy of the offer submitted, or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA (If required) <b>See Schedule</b>					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).					
C. SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:					
X D. OTHER (Specify type of modification and authority) FAR 52.232-22, Limitation of Funds					
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) The purpose of this modification is to provide incremental funding in the amount of \$15,000 for performance of CLIN 0003.  All other terms and conditions remain unchanged and in full force and effect.					
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.					
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)		
15B. CONTRACTOR/OFFEROR			16B. DATE SIGNED		
15C. DATE SIGNED			16C. DATE SIGNED		
(Signature of person authorized to sign)			(Signature of Contracting Officer)		

EXCEPTION TO SF 30  
APPROVED BY OIRM 11-84

30-105-04

STANDARD FORM 30 (Rev. 10-83)  
Prescribed by GSA  
FAR (48 CFR) 53.243

000651

SECTION A Solicitation/Contract Form

WHEREAS, pursuant to the contract clause, "Limitation of Funds," the government elects to add an increment of funds to CLINs 0003 and 0004 of the contract,

NOW, THEREFORE, the contract is hereby changed as described below.

1. SECTION G - CONTRACT ADMINISTRATION DATA, is modified as follows:

a. Paragraph G-5, Accounting and Appropriation Data (CLINs 0003 and 0004), is modified to add the following:

ACRN: AM  
CUMULATIVE AMOUNT: \$17,015,000  
ACCT CLASS: 2112040 36 9618 P172419E55 255Y ERID730100 S01021  
ERID730100/IHHJLE/H  
ORDER NO: ERID730100-06 FUNDED AMT: \$15,000 (P00065)

b. Paragraph G-6, Implementation of and Explanation of the Relationship of the Limitation of funds (LOF) Clause to Fee Obligations (CLINs 0003 and 0004) is modified as follows:

	PRIOR	THIS MODIFICATION	CUMULATIVE TOTAL
(1) Amount Required for Full Funding, Including Fee(s):	\$145,166,476	-0-	\$145,166,476
(2) Amount Allotted under the LOF Clause for Payment of Target Costs:	[REDACTED]		
(3) Amount Separately Obligated for Payment for Target Fee:	[REDACTED]		
(4) Total Amount Allotted and Obligated:	\$ 85,829,422	\$ 15,000	\$85,844,422
(5) Net Amount Required for Full Funding:	\$ 59,337,054	(\$ 15,000)	\$59,322,054
(6) Estimated Period of Performance the Allotted Amount will cover:	25 Oct 02		25 Oct 02

(b)(4)

2. The following page substitutions are hereby incorporated into the contract:

DELETE	ADD
Page 13B, Modification P00064	Page 13B, Modification P00065
Page 14, Modification P00064	Page 14, Modification P00065
Page 21, Modification P00064	Page 21, Modification P00065

000652

ACRN: AH  
CUMULATIVE AMOUNT: \$700,000  
ACCT CLASS: 9700400.2501 5Q-5Q07 P40770643873.3155 2514 S01021  
4N0551034N/04N551/4N  
ORDER NO/PRON: 4N-0-55103-4N-01 FUNDED AMT: \$700,000 (P00041)

ACRN: AM  
CUMULATIVE AMOUNT: \$17,015,000  
ACCT CLASS: 2112040 36 9618 P172419E55 255Y ER1D730100 S01021  
ER1D730100/1HHJLE/H  
ORDER NO: ER1D730100-01 FUNDED AMT: \$12,750,000 (P00049)  
ER1D730100-02 FUNDED AMT: \$ 2,250,000 (P00051)  
ER1D730100-03 FUNDED AMT: \$ 2,000,000 (P00052)  
ER1D730100-06 FUNDED AMT: \$ 15,000 (P00065)

ACRN: AN  
CUMULATIVE AMOUNT: \$5,800  
ACCT CLASS: 971 0400 1202 181 JT01 606051 65126J 59232 525700  
ORDER NO.: NMIPR019207193C FUNDED AMT: \$5,800 (P00053)

ACRN: AP  
CUMULATIVE AMOUNT: \$20,000,000  
ACCT CLASS: 212 2040 5Q 5Q17 P172419E55 255Y ER2D730000 S01021  
ER2D730000/24KJLE/4K0000  
ORDER NO.: ER2D730000-01 FUNDED AMT: \$7,002,000 (P00054)  
ER2D730000-02 FUNDED AMT: \$1,500,000 (P00055)  
ER2D730000-03 FUNDED AMT: \$1,500,000 (P00056)  
ER2D730000-05 FUNDED AMT: \$6,000,000 (P00060)  
ER2D730000-07 FUNDED AMT: \$2,998,000 (P00062)  
ER2D730000-08 FUNDED AMT: \$500,000 (P00063)  
ER2D730000-09 FUNDED AMT: \$500,000 (P00064)

CLIN 0009

(a) SUBCLIN 0009AA

ACRN: AJ  
CUMULATIVE AMOUNT: \$200,000  
ACCT CLASS: 5703600 290 4750 674478 28060F 503000 F78100  
REF: NACXXX00680104  
ORDER NO/PRON: NACXXX00680104-01 FUNDED AMT: \$200,000 (P00043)

000653

**G-6. IMPLEMENTATION OF AND EXPLANATION OF THE RELATIONSHIP OF THE LIMITATION OF FUNDS (LOF) CLAUSE TO FEE OBLIGATIONS:** The amount of funds estimated to be required for full performance, including fee(s); the amount of funds allotted pursuant to the Contract Clause hereof entitled, Limitations of Funds; the amount of funds currently obligated for fee; and the estimated period of performance covered by the funds allotted are set forth below. Amounts obligated for fee are separate from and are not to be commingled with the amounts allotted for costs and are not available to the contractor to cover costs in excess of those allotted to the contract for cost.

- a. CLINs 0001 and 0002:
  - (1) Amount Required for Full Funding: \$ 437,946
  - (2) Amount Allotted Under the LOF Clause for Payment of Costs: [REDACTED] (b)(4)
  - (3) Total Amount Allotted and Obligated: \$ 440,100
  - (4) Net Amount Required for Full Funding: (\$ 2,154)
  - (5) Estimated Period of Performance the Allotted Amount Will Cover: 30 Sep 99
  
- b. CLINs 0003 and 0004:
  - (1) Amount Required for Full Funding, Including Fee(s): \$145,166,476
  - (2) Amount Allotted Under the LOF Clause for Payment of Target Costs: [REDACTED] (b)(4)
  - (3) Amount Separately Obligated for Payment of Target Fee: [REDACTED] (b)(1)
  - (4) Total Amount Allotted and Obligated: \$ 85,844,422\*
  - (5) Net Amount Required for Full Funding: \$ 59,322,054\*
  - (6) Estimated Period of Performance the Allotted Amount Will Cover: 25 Oct 02
  
- c. CLINs 0005 and 0006:  
 SUBCLIN 0005AA
  - (1) Amount Required for Full Funding, Including Fee(s): \$164,011,800\*
  - (2) Amount Allotted Under the LOF Clause for Payment of Costs: \$ -0-
  - (3) Amount Separately Obligated for Payment of Target Fee: \$ -0-
  - (4) Total Amount Allotted and Obligated: \$ -0-
  - (5) Net Amount Required for Full Funding: \$164,011,800\*
  - (6) Estimated Period of Performance the Allotted Amount Will Cover:

\*NOT-TO-EXCEED (NTE)

000654

H-8. GOVERNMENT-FURNISHED FUELS PROVIDED

Fuels as identified below will be provided through [redacted] in accordance with the clause of this contract entitled Government Property (Cost-Reimbursement, Time and Material, or Labor-Hour Contracts). From time to time the contractor may order with the supplier for partial deliveries of fuel. To assist the Contracting Officer in maintaining accountability of total orders, the contractor shall notify the Contracting Officer when fuels ordered exceed 85 percent of the amount specified below. This is requested for each fuels type listed. The contractor will be financially responsible for orders for fuels in excess of the amount stipulated below:

(b)(3)(A)  
(i)&Title  
10 Sec 130  
(a)(b)

NOMENCLATURE	NATIONAL STOCK NO. (NSN)	UNIT OF ISSUE	QUANTITY AUTHORIZED AS GFP
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H-9. DESIGN SENSITIVITY TO COST (COST AS AN INDEPENDENT VARIABLE): The contractor may propose changes to the proposed design conforming to cost as an independent variable (CAIV). Those changes which do not alter the Acrostat Performance Specification (APS) may be implemented by the contractor 10 working days after notice of intent specifying the changes is provided to the government. Changes which alter the APS by reducing the requirements may only be undertaken without an equitable reduction in the estimated cost and schedule of the contract if the contractor demonstrates 1) a comparable gain in other performance requirements, 2) such changes are acceptable to the government, and 3) the change does not alter the overall estimated cost of the program. In no event, however, shall the contractor propose to reduce or alter the requirements of paragraph A.2 of Appendix A of the APS.

H-10. INCREMENTAL FUNDING OF THE CONTRACT:

a. It is expected that allotments within each fiscal year will be made on an incremental basis in accordance with the LIMITATION OF FUNDS clause.

b. Pursuant to the Limitation of Funds clause, the sum of [redacted] is presently allotted to CLIN 0001 and available for payment to cover the work to be performed hereunder until 30 Sep 99. The amount of [redacted] obligated for Potential Fee for a total amount of \$440,100 for CLIN 0001.

(b)(4)

c. Pursuant to the LIMITATION OF FUNDS clause, the sum of [redacted] is presently allotted to CLIN 0003 and available for payment to cover the work to be performed hereunder until 25 Oct 02. The amount of [redacted] obligated for Potential Fee (if applicable), for a total amount of [redacted] for CLIN 0003. It is anticipated that funds will be allotted and obligated (combined amounts for Cost and Potential Fee) as follows:

(b)(4)

	PLANNED DATE OF FUNDING	AMOUNT	CUMULATIVE
CLIN 0001	Current Obligations (Jun 99)		\$440,100

(In Millions)

000655

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

1. CONTRACT ID CODE  
PAGE OF PAGES  
1 | 2

2. AMENDMENT/MODIFICATION NO. P00066  
3. EFFECTIVE DATE 19-Jul-2002  
4. REQUISITION/PURCHASE REQ. NO.  
5. PROJECT NO. (If applicable)

6. T BY CODE W31RPD  
U SPACE AND MISSILE DEFENSE (b)(6)  
PO BOX 1500  
HUNTSVILLE AL 35807-3801  
7. ADMINISTERED BY (If other than item 6) CODE NONE  
DCM TYNGSBORO  
PO BOX 688  
TYNGSBORO MA 01879

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)  
RAYTHEON COMPANY  
180 HARTWELL ROAD  
BEDFORD MA 01730-0000  
9A. AMENDMENT OF SOLICITATION NO.  
9B. DATED (SEE ITEM 11)  
X 10A. MOD. OF CONTRACT/ORDER NO. DASG60-98-C-0001  
10B. DATED (SEE ITEM 13)  
X 30-Jan-1998  
CODE 04164 FACILITY CODE

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer  is extended,  is not extended.  
Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods  
(a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted, or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)  
**See Schedule**

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.  
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B). SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:  
X D. OTHER (Specify type of modification and authority)  
IAW FAR 52.232-22, Limitation of Funds  
E. IMPORTANT: Contractor  is not,  is required to sign this document and return \_\_\_\_\_ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
The purpose of this modification is to provide incremental funding in the amount of \$979,000 for performance of CLIN 0003.  
All other terms and conditions remain unchanged and in full force and effect.  
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) [Redacted] (b)(6)  
15B. CONTRACTOR/OFFEROR [Redacted]  
15C. DATE SIGNED [Redacted]  
15C. DATE SIGNED [Redacted]  
(Signature of person authorized to sign) (Signature of Contracting Officer)

EXCEPTION TO SF 30  
APPROVED BY OIRM 11-84

30-105-04

STANDARD FORM 30 (Rev. 10-83)  
Prescribed by GSA  
FAR (48 CFR) 53.243

000656

SECTION A Solicitation/Contract Form

WHEREAS, pursuant to the contract clause, "Limitation of Funds," the government elects to add an increment of funds to CLINs 0003 and 0004 of the contract,

NOW, THEREFORE, the contract is hereby changed as described below.

1. SECTION G - CONTRACT ADMINISTRATION DATA, is modified as follows:

a. Paragraph G-5, Accounting and Appropriation Data (CLINs 0003 and 0004), is modified to add the following:

ACRN: AP  
CUMULATIVE AMOUNT: \$20,979,000  
ACCT CLASS: 212 2040 5Q 5Q17 P172419E55 255Y ER2D730000 S01021  
ER2D730000/24KJLE/4K0000  
ORDER NO.: ER2D730000-10 FUNDED AMT: \$979,000 (P00066)

b. Paragraph G-6, Implementation of and Explanation of the Relationship of the Limitation of funds (LOF) Clause to Fee Obligations (CLINs 0003 and 0004) is modified as follows:

	PRIOR	THIS MODIFICATION	CUMULATIVE TOTAL
(1) Amount Required for Full Funding, Including Fee(s):	\$145,166,476	-0-	\$145,166,476
(2) Amount Allotted under the LOF Clause for Payment of Target Costs:			
(3) Amount Separately Obligated for Payment for Target Fee:			
(4) Total Amount Allotted and Obligated:	\$ 85,844,422	\$ 979,000	\$86,823,422
(5) Net Amount Required for Full Funding:	\$ 59,322,054	(\$979,000)	\$58,343,054
(6) Estimated Period of Performance the Allotted Amount will cover:	25 Oct 02		8 Nov 02

(b)(4)

2. The following page substitutions are hereby incorporated into the contract:

DELETE	ADD
Page 13B, Modification P00065	Page 13B, Modification P00066
Page 14, Modification P00065	Page 14, Modification P00066
Page 21, Modification P00065	Page 21, Modification P00066

000657

ACRN: AH  
CUMULATIVE AMOUNT: \$700,000  
ACCT CLASS: 9700400.2501 5Q-5Q07 P40770643873.3155 2514 S01021  
4N0551034N/04N551/4N  
ORDER NO/PRON: 4N-0-55103-4N-01 FUNDED AMT: \$700,000 (P00041)

ACRN: AM  
CUMULATIVE AMOUNT: \$17,015,000  
ACCT CLASS: 2112040 36 9618 P172419E55 255Y ER1D730100 S01021  
ER1D730100/1HHJLE/H  
ORDER NO: ER1D730100-01 FUNDED AMT: \$12,750,000 (P00049)  
ER1D730100-02 FUNDED AMT: \$ 2,250,000 (P00051)  
ER1D730100-03 FUNDED AMT: \$ 2,000,000 (P00052)  
ER1D730100-06 FUNDED AMT: \$ 15,000 (P00065)

ACRN: AN  
CUMULATIVE AMOUNT: \$5,800  
ACCT CLASS: 971 0400 1202 181 JT01 606051 65126J 59232 525700  
ORDER NO.: NMIPR019207193C FUNDED AMT: \$5,800 (P00053)

ACRN: AP  
CUMULATIVE AMOUNT: \$20,979,000  
ACCT CLASS: 212 2040 5Q 5Q17 P172419E55 255Y ER2D730000 S01021  
ER2D730000/24KJLE/4K0000  
ORDER NO.: ER2D730000-01 FUNDED AMT: \$7,002,000 (P00054)  
ER2D730000-02 FUNDED AMT: \$1,500,000 (P00055)  
ER2D730000-03 FUNDED AMT: \$1,500,000 (P00056)  
ER2D730000-05 FUNDED AMT: \$6,000,000 (P00060)  
ER2D730000-07 FUNDED AMT: \$2,998,000 (P00062)  
ER2D730000-08 FUNDED AMT: \$500,000 (P00063)  
ER2D730000-09 FUNDED AMT: \$500,000 (P00064)  
ER2D730000-10 FUNDED AMT: \$979,000 (P00066)

CLIN 0009

(a) SUBCLIN 0009AA

ACRN: AJ  
CUMULATIVE AMOUNT: \$200,000  
ACCT CLASS: 5703600 290 4750 674478 28060F 503000 F78100  
REF: NACXXX00680104  
ORDER NO/PRON: NACXXX00680104-01 FUNDED AMT: \$200,000 (P00043)

000658

G-6. IMPLEMENTATION OF AND EXPLANATION OF THE RELATIONSHIP OF THE LIMITATION OF FUNDS (LOF) CLAUSE TO FEE OBLIGATIONS: The amount of funds estimated to be required for full performance, including fee(s); the amount of funds allotted pursuant to the Contract Clause hereof entitled, Limitations of Funds; the amount of funds currently obligated for fee; and the estimated period of performance covered by the funds allotted are set forth below. Amounts obligated for fee are separate from and are not to be commingled with the amounts allotted for costs and are not available to the contractor to cover costs in excess of those allotted to the contract for cost.

- a. CLINs 0001 and 0002:
  - (1) Amount Required for Full Funding: \$ 437,946
  - (2) Amount Allotted Under the LOF Clause for Payment of Costs: [REDACTED] (b)(4)
  - (3) Total Amount Allotted and Obligated: \$ 440,100
  - (4) Net Amount Required for Full Funding: (\$ 2,154)
  - (5) Estimated Period of Performance the Allotted Amount Will Cover: 30 Sep 99
  
- b. CLINs 0003 and 0004:
  - (1) Amount Required for Full Funding, Including Fee(s): \$145,166,476
  - (2) Amount Allotted Under the LOF Clause for Payment of Target Costs: [REDACTED] (b)(4)
  - (3) Amount Separately Obligated for Payment of Target Fee: [REDACTED] (b)(4)
  - (4) Total Amount Allotted and Obligated: \$ 86,823,422\*
  - (5) Net Amount Required for Full Funding: \$ 58,343,054\*
  - (6) Estimated Period of Performance the Allotted Amount Will Cover: 8 Nov 02
  
- c. CLINs 0005 and 0006:
  - SUBCLIN 0005AA
  - (1) Amount Required for Full Funding, Including Fee(s): \$164,011,800\*
  - (2) Amount Allotted Under the LOF Clause for Payment of Costs: \$ -0-
  - (3) Amount Separately Obligated for Payment of Target Fee: \$ -0-
  - (4) Total Amount Allotted and Obligated: \$ -0-
  - (5) Net Amount Required for Full Funding: \$164,011,800\*
  - (6) Estimated Period of Performance the Allotted Amount Will Cover:

\*NOT-TO-EXCEED (NTE)

000659

H-8. GOVERNMENT-FURNISHED FUELS PROVIDED

Fuels as identified below will be provided through [redacted] in accordance with the clause of this contract entitled Government Property (Cost-Reimbursement, Time and Material, or Labor-Hour Contracts). From time to time the contractor may order with the supplier for partial deliveries of fuel. To assist the Contracting Officer in maintaining accountability of total orders, the contractor shall notify the Contracting Officer when fuels ordered exceed 85 percent of the amount specified below. This is requested for each fuels type listed. The contractor will be financially responsible for orders for fuels in excess of the amount stipulated below:

(b)(3)(A)  
(i)&Title  
10 Sec 130  
(a)(b)

NOMENCLATURE	NATIONAL STOCK NO. (NSN)	UNIT OF ISSUE	QUANTITY AUTHORIZED AS GFP
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H-9. DESIGN SENSITIVITY TO COST (COST AS AN INDEPENDENT VARIABLE): The contractor may propose changes to the proposed design conforming to cost as an independent variable (CAIV). Those changes which do not alter the Acrostat Performance Specification (APS) may be implemented by the contractor 10 working days after notice of intent specifying the changes is provided to the government. Changes which alter the APS by reducing the requirements may only be undertaken without an equitable reduction in the estimated cost and schedule of the contract if the contractor demonstrates 1) a comparable gain in other performance requirements, 2) such changes are acceptable to the government, and 3) the change does not alter the overall estimated cost of the program. In no event, however, shall the contractor propose to reduce or alter the requirements of paragraph A.2 of Appendix A of the APS.

H-10. INCREMENTAL FUNDING OF THE CONTRACT:

- a. It is expected that allotments within each fiscal year will be made on an incremental basis in accordance with the LIMITATION OF FUNDS clause.
- b. Pursuant to the Limitation of Funds clause, the sum of [redacted] is presently allotted to CLIN 0001 and available for payment to cover the work to be performed hereunder until 30 Sep 99. The amount of [redacted] obligated for Potential Fee for a total amount of \$440,100 for CLIN 0001.
- c. Pursuant to the LIMITATION OF FUNDS clause, the sum of [redacted] is presently allotted to CLIN 0003 and available for payment to cover the work to be performed hereunder until 8 Nov 02. The amount of [redacted] is obligated for Potential Fee (if applicable), for a total amount of \$86,823,422 for CLIN 0003. It is anticipated that funds will be allotted and obligated (combined amounts for Cost and Potential Fee) as follows:

(b)(4)

	<u>PLANNED DATE OF FUNDING</u>	<u>AMOUNT</u>	<u>CUMULATIVE</u>
CLIN 0001	Current Obligations (Jun 99)		\$440,100

(In Millions)

000660

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>				1. CONTRACT ID CODE	PAGE OF PAGES 1   2
2. A. AMENDMENT/MODIFICATION NO. P00057		3. EFFECTIVE DATE 15-Aug-2002	4. REQUISITION/PURCHASE REQ NO.	5. PROJECT NO. (If applicable)	
6. ISSUED BY US ARMY [REDACTED] (b)(6) PO BOX 1800 HUNTSVILLE AL 36807-3801		CODE W31RPD	7. ADMINISTERED BY (If other than item 6) DCM TYNGSBORO PO BOX 688 TYNGSBORO MA 01879		CODE NONE
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) RAYTHEON COMPANY 180 HARTWELL ROAD BEDFORD MA 01730-0000				9A. AMENDMENT OF SOLICITATION NO.	
				9B. DATED (SEE ITEM 11)	
				X 10A. MOD OF CONTRACT/ORDER NO. DASG60-98-C-0001	
				X 10B. DATED (SEE ITEM 13) 30-Jan-1998	
CODE 04164		FACILITY CODE			
<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended.					
Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by use of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA (If required) <b>See Schedule</b>					
<b>13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.</b>					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
B. ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying acct., appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).					
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Mutual Agreement					
D. OTHER (Specify type of modification and authority)					
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) The purpose of this modification is to decrease incremental funding in the amount of \$200,000 for performance of CLIN 0003.  All other terms and conditions remain unchanged and in full force and effect.					
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.					
15A. NAME AND TITLE OF SIGNER (Type or print) [REDACTED] DATE SIGNED [REDACTED] (Signature of person authorized to sign)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) (b)(6) [REDACTED] DATE SIGNED [REDACTED] (Signature of Contracting Officer)		

EXCEPTION TO SF 30  
APPROVED BY OIRM 11-84

30-105-04

STANDARD FORM 30 (Rev. 10-83)  
Prescribed by GSA  
FAR (48 CFR) 53.243

0006661

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

1. CONTRACT ID (CODE)	PAGE OF PAGES
	1   2

2. AMENDMENT/MODIFICATION NO. PC	3. EFFECTIVE DATE 15-Aug-2002	4. REQUISITION/PURCHASE REQ NO.	5. PROJECT NO. (If applicable)
-------------------------------------	----------------------------------	---------------------------------	--------------------------------

6. IS BY US ARMY SPACE AND MISSILE DEFENSE [REDACTED] (b)(6) PO BOX 1500 HUNTSVILLE AL 35807-3801	CODE W31RPD	7. ADMINISTERED BY (If other than item 6) DCM TYNGSBORO PO BOX 688 TYNGSBORO MA 01879	CODE NONE
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8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) RAYTHEON COMPANY 180 HARTWELL ROAD BEDFORD MA 01730-0300	9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED (SEE ITEM 11)
	X 10A. MOD. OF CONTRACT/ORDER NO. DASG60-98-C-0001
	X 10B. DATED (SEE ITEM 13) 30-Jan-1998

CODE 04164	FACILITY CODE
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**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offer  is extended,  is not extended.

Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:  
 (a) By completing items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted;  
 or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)  
**See Schedule**

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 10.**

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying date, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).

X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:  
**Mutual Agreement**

D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor  is not,  is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this modification is to decrease incremental funding in the amount of \$200,000 for performance of CLIN 0003.

All other terms and conditions remain unchanged and in full force and effect.

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

15A. NAME AND TITLE OF SIGNER (Type or print)	15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) [REDACTED] (b)(6) (1)	16B. DATE SIGNED
(Signature of person authorized to sign)			(Signature of Contracting Officer)	

000662

SECTION A Solicitation/Contract Form

WHEREAS, pursuant to the contract clause, "Limitation of Funds," the government elects to withdraw an increment of funds to CLINs 0003 and 0004 of the contract,

NOW, THEREFORE, the contract is hereby changed as described below.

1. SECTION G - CONTRACT ADMINISTRATION DATA, is modified as follows:

a. Paragraph G-5, Accounting and Appropriation Data (CLINs 0003 and 0004), is modified to add the following:

ACRN: AP  
CUMULATIVE AMOUNT: \$20,779,000  
ACCT CLASS: 212 2040 5Q 5Q17 P172419E55 255Y ER2D730000 S01021  
ER2D730000/24KJLE/4K0000  
ORDER NO.: ER2D730000-11 FUNDED AMT: (\$200,000) (P00067)

b. Paragraph G-6, Implementation of and Explanation of the Relationship of the Limitation of funds (LOF) Clause to Fee Obligations (CLINs 0003 and 0004) is modified as follows:

	PRIOR	THIS MODIFICATION	CUMULATIVE TOTAL
(1) Amount Required for Full Funding, Including Fee(s):	\$145,166,476	-0-	\$145,166,476
(2) Amount Allotted under the LOF Clause for Payment of Target Costs:	[REDACTED]		
(3) Amount Separately Obligated for Payment for Target Fee:	[REDACTED] (b)(4)		
(4) Total Amount Allotted and Obligated:	\$ 86,823,422	(\$ 200,000)	\$86,623,422
(5) Net Amount Required for Full Funding:	\$ 58,343,054	\$ 200,000	\$58,543,054
(6) Estimated Period of Performance the Allotted Amount will cover:	8 Nov 02		8 Nov 02

2. The following page substitutions are hereby incorporated into the contract:

DELETE	ADD
Page 13B, Modification P00066	Page 13B, Modification P00067
Page 14, Modification P00066	Page 14, Modification P00067
Page 21, Modification P00066	Page 21, Modification P00067

000663

ACRN: AH  
CUMULATIVE AMOUNT: \$700,000  
ACCT CLASS: 9700400.2501 5Q-5Q07 P40770643873.3155 2514 S01021  
4N0551034N/04N551/4N  
ORDER NO/PRON: 4N-0-55103-4N-01 FUNDED AMT: \$700,000 (P00041)

ACRN: AM  
CUMULATIVE AMOUNT: \$17,015,000  
ACCT CLASS: 2112040 36 9618 P172419E55 255Y ER1D730100 S01021  
ER1D730100/1HHJLE/H  
ORDER NO: ER1D730100-01 FUNDED AMT: \$12,750,000 (P00049)  
ER1D730100-02 FUNDED AMT: \$ 2,250,000 (P00051)  
ER1D730100-03 FUNDED AMT: \$ 2,000,000 (P00052)  
ER1D730100-06 FUNDED AMT: \$ 15,000 (P00065)

ACRN: AN  
CUMULATIVE AMOUNT: \$5,800  
ACCT CLASS: 971 0400 1202 181 JT01 606051 65126J 59232 525700  
ORDER NO.: NMIPR019207193C FUNDED AMT: \$5,800 (P00053)

ACRN: AP  
CUMULATIVE AMOUNT: \$20,779,000  
ACCT CLASS: 212 2040 5Q 5Q17 P172419E55 255Y ER2D730000 S01021  
ER2D730000/24KJLE/4K0000  
ORDER NO.: ER2D730000-01 FUNDED AMT: \$7,002,000 (P00054)  
ER2D730000-02 FUNDED AMT: \$1,500,000 (P00055)  
ER2D730000-03 FUNDED AMT: \$1,500,000 (P00056)  
ER2D730000-05 FUNDED AMT: \$6,000,000 (P00060)  
ER2D730000-07 FUNDED AMT: \$2,998,000 (P00062)  
ER2D730000-08 FUNDED AMT: \$500,000 (P00063)  
ER2D730000-09 FUNDED AMT: \$500,000 (P00064)  
ER2D730000-10 FUNDED AMT: \$979,000 (P00066)  
ER2D730000-11 FUNDED AMT: (\$200,000) (P00067)

CLIN 0009

(a) SUBCLIN 0009AA

ACRN: AJ  
CUMULATIVE AMOUNT: \$200,000  
ACCT CLASS: 5703600 290 4750 674478 28060F 503000 F78100  
REF: NACXXX00680104  
ORDER NO/PRON: NACXXX00680104-01 FUNDED AMT: \$200,000 (P00043)

000664

G-6. IMPLEMENTATION OF AND EXPLANATION OF THE RELATIONSHIP OF THE LIMITATION OF FUNDS (LOF) CLAUSE TO FEE OBLIGATIONS: The amount of funds estimated to be required for full performance, including fee(s); the amount of funds allotted pursuant to the Contract Clause hereof entitled, Limitations of Funds; the amount of funds currently obligated for fee; and the estimated period of performance covered by the funds allotted are set forth below. Amounts obligated for fee are separate from and are not to be commingled with the amounts allotted for costs and are not available to the contractor to cover costs in excess of those allotted to the contract for cost.

- a. CLINs 0001 and 0002:
  - (1) Amount Required for Full Funding: \$ 437,946
  - (2) Amount Allotted Under the LOF Clause for Payment of Costs: 
  - (3) Total Amount Allotted and Obligated: \$ 440,100 (b)(4)
  - (4) Net Amount Required for Full Funding: (\$ 2,154)
  - (5) Estimated Period of Performance the Allotted Amount Will Cover: 30 Sep 99
  
- b. CLINs 0003 and 0004:
  - (1) Amount Required for Full Funding, Including Fee(s): \$145,166,476
  - (2) Amount Allotted Under the LOF Clause for Payment of Target Costs: 
  - (3) Amount Separately Obligated for Payment of Target Fee: 
  - (4) Total Amount Allotted and Obligated: \$ 86,623,422\* (b)(4)
  - (5) Net Amount Required for Full Funding: \$ 58,543,054\*
  - (6) Estimated Period of Performance the Allotted Amount Will Cover: 8 Nov 02
  
- c. CLINs 0005 and 0006:
  - SUBCLIN 0005AA
  - (1) Amount Required for Full Funding, Including Fee(s): \$164,011,800\*
  - (2) Amount Allotted Under the LOF Clause for Payment of Costs: \$ -0-
  - (3) Amount Separately Obligated for Payment of Target Fee: \$ -0-
  - (4) Total Amount Allotted and Obligated: \$ -0-
  - (5) Net Amount Required for Full Funding: \$164,011,800\*
  - (6) Estimated Period of Performance the Allotted Amount Will Cover:

\*NOT-TO-EXCEED (NTE)

000665

**H-8. GOVERNMENT-FURNISHED FUELS PROVIDED**

Fuels as identified below will be provided through [redacted] in accordance with the clause of this contract entitled Government Property (Cost-Reimbursement, Time and Material, or Labor-Hour Contracts). From time to time the contractor may order with the supplier for partial deliveries of fuel. To assist the Contracting Officer in maintaining accountability of total orders, the contractor shall notify the Contracting Officer when fuels ordered exceed 85 percent of the amount specified below. This is requested for each fuels type listed. The contractor will be financially responsible for orders for fuels in excess of the amount stipulated below:

(b)(3)(A)  
 (i)&Title 10  
 Sec 130 (a)(b)

NOMENCLATURE	NATIONAL STOCK NO. (NSN)	UNIT OF ISSUE	QUANTITY AUTHORIZED AS GFP
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**H-9. DESIGN SENSITIVITY TO COST (COST AS AN INDEPENDENT VARIABLE):** The contractor may propose changes to the proposed design conforming to cost as an independent variable (CAIV). Those changes which do not alter the Aerostat Performance Specification (APS) may be implemented by the contractor 10 working days after notice of intent specifying the changes is provided to the government. Changes which alter the APS by reducing the requirements may only be undertaken without an equitable reduction in the estimated cost and schedule of the contract if the contractor demonstrates 1) a comparable gain in other performance requirements, 2) such changes are acceptable to the government, and 3) the change does not alter the overall estimated cost of the program. In no event, however, shall the contractor propose to reduce or alter the requirements of paragraph A 2 of Appendix A of the APS.

**H-10. INCREMENTAL FUNDING OF THE CONTRACT:**

a. It is expected that allotments within each fiscal year will be made on an incremental basis in accordance with the LIMITATION OF FUNDS clause.

b. Pursuant to the Limitation of Funds clause, the sum of [redacted] presently allotted to CLIN 0001 and available for payment to cover the work to be performed hereunder until 30 Sep 99. The amount of [redacted] obligated for Potential Fee for a total amount of \$440,100 for CLIN 0001.

(b)(4)

c. Pursuant to the LIMITATION OF FUNDS clause, the sum of [redacted] presently allotted to CLIN 0003 and available for payment to cover the work to be performed hereunder until 8 Nov 02. The amount of [redacted] obligated for Potential Fee (if applicable), for a total amount of [redacted] for CLIN 0003. It is anticipated that funds will be allotted and obligated (combined amounts for Cost and Potential Fee) as follows:

(b)(4)

	PLANNED DATE OF FUNDING	AMOUNT	CUMULATIVE
CLIN 0001	Current Obligations (Jun 99)		\$440,100

(In Millions)

000666

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

1. CONTRACT ID NUMBER  
PAGE OF PAGES  
1 | 2

2. AMENDMENT/MODIFICATION NO. P00068	3. EFFECTIVE DATE 29-Aug-2002	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
5. IS 'Y' US [REDACTED] PACE AND MISSILE DEFENSE PO BOX 1500 HUNTSVILLE AL 35807-3801	CODE W31RPD	7. ADMINISTERED BY (If other than item 6) DCM TYNGSBORO PO BOX 688 TYNGSBORO MA 01879	CODE NONE

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) RAYTHEON COMPANY 180 HARTWELL ROAD BEDFORD MA 01730-0000	9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED (SEE ITEM 11)
	X 10A. MOD. OF CONTRACT/ORDER NO. DASG60-98-C-0001
	X 10B. DATED (SEE ITEM 13) 30-Jan-1998

CODE 04164 FACILITY CODE

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer  is extended,  is not extended

Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:  
 (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted;  
 or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)  
**See Schedule**

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).
C. SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X D. OTHER (Specify type of modification and authority) IAW FAR 52.232-22, Limitation of Funds

E. IMPORTANT: Contractor  is not,  is required to sign this document and return \_\_\_\_\_ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
 The purpose of this modification is to provide incremental funding in the amount of \$521,400 for performance of CLIN 0003.  
 All other terms and conditions remain unchanged and in full force and effect.

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

15A. NAME AND TITLE OF SIGNER (Type or print)	15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) (b)(6) (b)(6)	16C. DATE SIGNED
	(Signature of person authorized to sign)		(Signature of Contracting Officer)	

EXCEPTION TO SF 30  
APPROVED BY OIRM 11-84

30-105-04

STANDARD FORM 30 (Rev. 10-83)  
Prescribed by GSA  
FAR (48 CFR) 53.243

000667

SECTION A Solicitation/Contract Form

WHEREAS, pursuant to the contract clause, "Limitation of Funds," the government elects to withdraw an increment of funds to CLINs 0003 and 0004 of the contract,

NOW, THEREFORE, the contract is hereby changed as described below.

1. SECTION G - CONTRACT ADMINISTRATION DATA, is modified as follows:

a. Paragraph G-5, Accounting and Appropriation Data (CLINs 0003 and 0004), is modified to add the following:

ACRN:	AS
CUMULATIVE AMOUNT:	\$521,400
ACCT CLASS:	212 2040 5Q 5Q17 P1724 19E55 255Y ER2D732100 S01021 ER2D732100/24KJLE/4K0000
ORDER NO.:	ER2D732100-01 FUNDED AMT: \$471,400 (P00068) ER2D732100-02 FUNDED AMT: \$ 50,000 (P00068)

b. Paragraph G-6, Implementation of and Explanation of the Relationship of the Limitation of funds (LOF) Clause to Fee Obligations (CLINs 0003 and 0004) is modified as follows:

	PRIOR	THIS MODIFICATION	CUMULATIVE TOTAL
(1) Amount Required for Full Funding, Including Fee(s):	\$145,166,476	-0-	\$145,166,476
(2) Amount Allotted under the LOF Clause for Payment of Target Costs:	[REDACTED]		
(3) Amount Separately Obligated for Payment for Target Fee:	[REDACTED]		
(4) Total Amount Allotted and Obligated:	\$ 86,623,422	\$ 521,400	\$87,144,822
(5) Net Amount Required for Full Funding:	\$ 58,543,054	(\$ 521,400)	\$58,021,654
(6) Estimated Period of Performance the Allotted Amount will cover:	8 Nov 02		15 Nov 02

2. The following page substitutions are hereby incorporated into the contract:

DELETE	ADD
Page 13B, Modification P00067	Page 13B, Modification P00068
Page 14, Modification P00067	Page 14, Modification P00068
Page 21, Modification P00067	Page 21, Modification P00068

000668

ACRN: AH  
CUMULATIVE AMOUNT: \$700,000  
ACCT CLASS: 9700400.2501 5Q-5Q07 P40770643873.3155 2514 S01021  
4N0551034N/04N551/4N  
ORDER NO/PRON: 4N-0-55103-4N-01 FUNDED AMT: \$700,000 (P00041)

ACRN: AM  
CUMULATIVE AMOUNT: \$17,015,000  
ACCT CLASS: 2112040 36 9618 P172419E55 255Y ER1D730100 S01021  
ER1D730100/1HHJLE/H  
ORDER NO: ER1D730100-01 FUNDED AMT: \$12,750,000 (P00049)  
ER1D730100-02 FUNDED AMT: \$ 2,250,000 (P00051)  
ER1D730100-03 FUNDED AMT: \$ 2,000,000 (P00052)  
ER1D730100-06 FUNDED AMT: \$ 15,000 (P00065)

ACRN: AN  
CUMULATIVE AMOUNT: \$5,800  
ACCT CLASS: 971 0400 1202 181 JT01 606051 65126J 59232 525700  
ORDER NO.: NMIPR019207193C FUNDED AMT: \$5,800 (P00053)

ACRN: AP  
CUMULATIVE AMOUNT: \$20,779,000  
ACCT CLASS: 212 2040 5Q 5Q17 P172419E55 255Y ER2D730000 S01021  
ER2D730000/24KJLE/4K0000  
ORDER NO.: ER2D730000-01 FUNDED AMT: \$7,002,000 (P00054)  
ER2D730000-02 FUNDED AMT: \$1,500,000 (P00055)  
ER2D730000-03 FUNDED AMT: \$1,500,000 (P00056)  
ER2D730000-05 FUNDED AMT: \$6,000,000 (P00060)  
ER2D730000-07 FUNDED AMT: \$2,998,000 (P00062)  
ER2D730000-08 FUNDED AMT: \$500,000 (P00063)  
ER2D730000-09 FUNDED AMT: \$500,000 (P00064)  
ER2D730000-10 FUNDED AMT: \$979,000 (P00066)  
ER2D730000-11 FUNDED AMT: (\$200,000) (P00067)

ACRN: AS  
CUMULATIVE AMOUNT: \$521,400  
ACCT CLASS: 212 2040 5Q 5Q17 P172419E55 255Y ER2D732100 S01021  
ER2D732100/24KJLE/4K0000  
ORDER NO.: ER2D732100-01 FUNDED AMT: \$471,400 (P00068)  
ER2D732100-02 FUNDED AMT: \$ 50,000 (P00068)

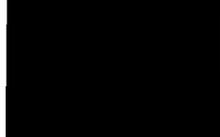
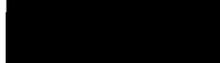
CLIN 0009

(a) SUBCLIN 0009AA

ACRN: AJ  
CUMULATIVE AMOUNT: \$200,000  
ACCT CLASS: 5703600 290 4750 674478 28060F 503000 F78100  
REF: NACXXX00680104  
ORDER NO/PRON: NACXXX00680104-01 FUNDED AMT: \$200,000 (P00043)

*000680104*

G-6. IMPLEMENTATION OF AND EXPLANATION OF THE RELATIONSHIP OF THE LIMITATION OF FUNDS (LOF) CLAUSE TO FEE OBLIGATIONS: The amount of funds estimated to be required for full performance, including fee(s); the amount of funds allotted pursuant to the Contract Clause hereof entitled, Limitations of Funds; the amount of funds currently obligated for fee; and the estimated period of performance covered by the funds allotted are set forth below. Amounts obligated for fee are separate from and are not to be commingled with the amounts allotted for costs and are not available to the contractor to cover costs in excess of those allotted to the contract for cost.

- a. CLINs 0001 and 0002:
  - (1) Amount Required for Full Funding: \$ 437,946
  - (2) Amount Allotted Under the LOF Clause for Payment of Costs:  (b)(4)
  - (3) Total Amount Allotted and Obligated: \$ 440,100
  - (4) Net Amount Required for Full Funding: (\$ 2,154)
  - (5) Estimated Period of Performance the Allotted Amount Will Cover: 30 Sep 99
  
- b. CLINs 0003 and 0004:
  - (1) Amount Required for Full Funding, Including Fee(s): \$145,166,476
  - (2) Amount Allotted Under the LOF Clause for Payment of Target Costs:  (b)(4)
  - (3) Amount Separately Obligated for Payment of Target Fee:  (b)(4)
  - (4) Total Amount Allotted and Obligated: \$ 87,144,822\*
  - (5) Net Amount Required for Full Funding: \$ 58,021,654\*
  - (6) Estimated Period of Performance the Allotted Amount Will Cover: 15 Nov 02
  
- c. CLINs 0005 and 0006:  
SUBCLIN 0005AA
  - (1) Amount Required for Full Funding, Including Fee(s): \$164,011,800\*
  - (2) Amount Allotted Under the LOF Clause for Payment of Costs:  (b)(4)
  - (3) Amount Separately Obligated for Payment of Target Fee:  (b)(4)
  - (4) Total Amount Allotted and Obligated:  (b)(4)
  - (5) Net Amount Required for Full Funding: \$164,011,800\*
  - (6) Estimated Period of Performance the Allotted Amount Will Cover:

\*NOT-TO-EXCEED (NTE)

000670

**H-8. GOVERNMENT-FURNISHED FUELS PROVIDED**

Fuels as identified below will be provided through [redacted] in accordance with the clause of this contract entitled Government Property (Cost-Reimbursement, Time and Material, or Labor-Hour Contracts). From time to time the contractor may order with the supplier for partial deliveries of fuel. To assist the Contracting Officer in maintaining accountability of total orders, the contractor shall notify the Contracting Officer when fuels ordered exceed 85 percent of the amount specified below. This is requested for each fuels type listed. The contractor will be financially responsible for orders for fuels in excess of the amount stipulated below:

(b)(3)(A)  
(i)&Title  
10 Sec 130  
(a)(b)

NOMENCLATURE	NATIONAL STOCK NO. (NSN)	UNIT OF ISSUE	QUANTITY AUTHORIZED AS GFP
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**H-9. DESIGN SENSITIVITY TO COST (COST AS AN INDEPENDENT VARIABLE):** The contractor may propose changes to the proposed design conforming to cost as an independent variable (CAIV). Those changes which do not alter the Aerostat Performance Specification (APS) may be implemented by the contractor 10 working days after notice of intent specifying the changes is provided to the government. Changes which alter the APS by reducing the requirements may only be undertaken without an equitable reduction in the estimated cost and schedule of the contract if the contractor demonstrates 1) a comparable gain in other performance requirements, 2) such changes are acceptable to the government, and 3) the change does not alter the overall estimated cost of the program. In no event, however, shall the contractor propose to reduce or alter the requirements of paragraph A.2 of Appendix A of the APS.

**H-10. INCREMENTAL FUNDING OF THE CONTRACT:**

a. It is expected that allotments within each fiscal year will be made on an incremental basis in accordance with the LIMITATION OF FUNDS clause.

b. Pursuant to the Limitation of Funds clause, the sum of [redacted] is presently allotted to CLIN 0001 and available for payment to cover the work to be performed hereunder until 30 Sep 99. The amount of [redacted] obligated for Potential Fee for a total amount of \$440,100 for CLIN 0001.

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

c. Pursuant to the LIMITATION OF FUNDS clause, the sum of [redacted] is presently allotted to CLIN 0003 and available for payment to cover the work to be performed hereunder until 15 Nov 02. The amount of [redacted] obligated for Potential Fee (if applicable), for a total amount of [redacted] for CLIN 0003. It is anticipated that funds will be allotted and obligated (combined amounts for Cost and Potential Fee) as follows:

	PLANNED DATE OF FUNDING	AMOUNT	CUMULATIVE
		(In Millions)	
CLIN 0001	Current Obligations (Jun 99)		\$440,100

000671

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				CONTRACT ID CODE	PAGE OF PAGES 1   3
2. AMENDMENT/MODIFICATION NO. P00069		3. EFFECTIVE DATE 24-Sep-2002	4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO (If applicable)
6. IF BY U SPACE AND MISSILE DEFENSE [REDACTED] PO BOX 1500 HUNTSVILLE AL 35807-3801		CODE W31RPD	7 ADMINISTERED BY (If other than item 6) DCM TYNGSBORO PO BOX 688 TYNGSBORO MA 01879		CODE NONE
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) RAYTHEON COMPANY 180 HARTWELL ROAD BEDFORD MA 01730-0000				9A. AMENDMENT OF SOLICITATION NO	
				9B. DATED (SEE ITEM 11)	
				X 10A. MOD. OF CONTRACT/ORDER NO. DASG60-98-C-0001	
				X 10B. DATED (SEE ITEM 13) 30-Jan-1998	
CODE 04164		FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying c. appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B). SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:					
X D. OTHER (Specify type of modification and authority) IAW FAR 52.232-22, Limitation of Funds and H-3, Options					
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) The purpose of this modification is to effect the following changes:  1. Provide incremental funding in the amount of \$30,000 for performance of CLIN 0003.  2. Exercise a portion of CLIN 0009AB in the amount of \$35,000 for materials.  All other terms and conditions remain unchanged and in full force and effect.					
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as hereinafter changed, remains unchanged and in full force and effect.					
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) (b)(6)		
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)		15C. DATE SIGNED	16B. DATE SIGNED		24-Sep-2002

EXCEPTION TO SF 30  
APPROVED BY OIRM 11-84

30-105-04

STANDARD FORM 30 (Rev. 10-83)  
Prescribed by GSA  
FAR (48 CFR) 53.243

000672

SECTION A Solicitation/Contract Form

WHEREAS, pursuant to the contract clause, "Limitation of Funds," the government elects to add an increment of funds to CLINs 0003 and 0004 of the contract, and

WHEREAS, pursuant to Section H, Special Contract Requirements, paragraph H-3, Options, the government elects to exercise and fund a portion of Option III, CLIN 0009AB,

NOW, THEREFORE, the contract is hereby changed as described below.

1. The contract is hereby modified to exercise and fund CLIN 0009AB in the amount of \$35,000. Standard Form 26, Block 15G, is increased by \$35,000, from \$146,039,422 to \$146,074,422.

2. Section B, paragraph B-1, CLIN 0009AB is modified as follows:

Available Material Dollars – Decreased by \$35,000, from \$5,468,402 to \$5,433,402.  
Exercised Material Dollars – Increased by \$35,000, from \$59,894 to \$94,894.

3. SECTION G - CONTRACT ADMINISTRATION DATA, is modified as follows:

a. Paragraph G-5, Accounting and Appropriation Data (CLINs 0003 and 0004), is modified to add the following:

ACRN: AM  
CUMULATIVE AMOUNT: \$17,045,000  
ACCT CLASS: 2112040 36 9618 P172419E55 255Y ER1D730100 S01021  
ER1D730100/1HHJLE/H  
ORDER NO: ER1D730100-07 FUNDED AMT. \$30,000 (P00069)

b. Paragraph G-5, Accounting and Appropriation Data (CLIN 0009, paragraph (b), SubCLIN 0009AB), is modified to add the following:

ACRN: AQ  
CUMULATIVE AMOUNT \$59,894  
ACCT CLASS: 2112040 36 9618 P172419E55 255Y ER1D732000 S01021  
ER1D732000/1HHJLE/H  
ORDER NO/PRON: ER1D732000-02 FUNDED AMT \$35,000 (P00069)

c. Paragraph G-6, Implementation of and Explanation of the Relationship of the Limitation of funds (LOF) Clause to Fee Obligations (CLINs 0003 and 0004 and CLINs 0009 and 0010) is modified as follows:

CLINs 0003 and 0004:

	PRIOR	THIS MODIFICATION	CUMULATIVE TOTAL
(1) Amount Required for Full Funding, Including Fee(s):	\$145,166,476	-0-	\$145,166,476
(2) Amount Allotted under the LOF Clause for Payment of Target Costs:	[REDACTED]		
(3) Amount Separately Obligated for Payment for Target Fee:	[REDACTED]		

(b)(4)

000673

(4) Total Amount Allotted and Obligated:	\$ 87,144,822	\$ 30,000	\$87,174,822
(5) Net Amount Required for Full Funding:	\$ 58,021,654	(\$ 30,000)	\$57,991,654
(6) Estimated Period of Performance the Allotted Amount will cover:	15 Nov 02		15 Nov 02

SUBCLIN 0009AB:

	PRIOR	THIS MODIFICATION	CUMULATIVE TOTAL
(1) Amount Required for Full Funding, Including Fee(s):	\$ 5,528,296	-0-	\$ 5,528,296
(2) Amount Allotted under the LOF Clause for Payment of Target Costs:	[REDACTED] (b)(4)		
(3) Amount Separately Obligated for Payment for Target Fee:	[REDACTED] (b)(4)		
(4) Total Amount Allotted and Obligated:	\$ 59,894	\$ 35,000	\$ 94,894
(5) Net Amount Required for Full Funding:	\$ 5,468,402	(\$ 35,000)	\$ 5,433,402
(6) Estimated Period of Performance the Allotted Amount will cover:			

4. The following page substitutions are hereby incorporated into the contract:

DELETE	ADD
Page 1, Modification P00057	Page 1, Modification P00069
Page 3B, Modification P00057	Page 3B, Modification P00069
Page 13B, Modification P00068	Page 13B, Modification P00069
Page 13C, Modification P00062	Page 13C, Modification P00069
Page 14, Modification P00068	Page 14, Modification P00069
Page 14C, Modification P00057	Page 14C, Modification P00069
Page 21, Modification P00068	Page 21, Modification P00069

000674

Modification P00069  
Previous P00057

<b>AWARD/CONTRACT</b>		1. THIS CONTRACT IS A RATIO UNDER DPAS (18 CFR 284)	ORDER NO. <b>UX-22</b>	PAGE OF <b>1</b> OF <b>33</b>
TRACT <b>W31RPO</b>		2. EFFECTIVE DATE <b>98 Jan 30</b>	4. ACQUISITION/PURCHASE ALIAS (37 CFR 101.11)	
G80-98-C-0001		ORDER NO.: <b>ER807-0500-01</b>		
MD BY <b>ARMY SPACE AND MISSILE DEFENSE COMMAND ITR &amp; ACQ MGT OPC, SMDC-CA-CN P.O. BOX 1500, HUNTSVILLE, AL 35807-3801</b>		5. ADDRESS TO BE BY (If other than Add 2) <b>DEFENSE LOGISTICS AGENCY P.O. BOX 928 Hanover, MD 21076</b>		
(b)(6)		SCO: A      AOP: NA      PAS: NONE		

7. NAME AND ADDRESS OF CONTRACTOR (Use, April 1979, unless Spec and ZIP Code)		8. DELIVERY <input type="checkbox"/> FOR ORDER <input checked="" type="checkbox"/> OTHER (See Spec)
<b>RAYTHEON COMPANY dba RAYTHEON SYSTEMS COMPANY 180 MARVELL ROAD BEDFORD, MA 01730</b>		9. DISCOUNT FOR PROMPT PAYMENT  <b>NET</b>
10. BUREAU INVOICES (If other than address specified to the address shown in)	ITEM See Section G, Para. G-1	

11. SHIP TO/LEASE FOR <b>SEE DISTRIBUTION LIST ATTACHED TO DO FORM 1423</b>	12. PAYMENT WILL BE MADE BY <b>DPAS Columbia Center mailing procedures provided under separate cover</b>
--	---

13. AUTHORITY FOR LEASE OTHER THAN PL&L AND OPEN COMPETITION <input type="checkbox"/> 18 USC 2344a (1) (B) <input type="checkbox"/> 41 USC 2534a (1)	14. ACCOUNTING AND APPROPRIATION DATA <b>See Section G-5</b>
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A. ITEM NO.	B. SUPPLIER/SERVICE	C. QUANTITY	D. UNIT	E. UNIT PRICE	F. AMOUNT
See Section B for items 15A through 15F					

15G. TOTAL AMOUNT OF CONTRACT = **146,074,422**

15. TABLE OF CONTENTS		PART I - THE SCHEDULE		PART II - CONTRACT CLAUSES	
SEC.	DESCRIPTION	PAGES	SEC.	DESCRIPTION	PAGES
✓ A	SOLICITATION/CONTRACT FORM	1	✓ 1	CONTRACT CLAUSES	25-42
✓ B	SUPPLIES OR SERVICES AND PERFORMANCE	2-7	PART III - LIST OF DOCUMENTS, COPIES AND OTHER ATTACH.		
✓ C	DELIVERY/TIME/PERFORMANCE STATEMENT		✓ 2	LIST OF ATTACHMENTS	47-48
✓ D	PACKAGING AND MARKING	8	PART IV - REPRESENTATIONS AND WARRANTIES		
✓ E	INSPECTION AND ACCEPTANCE	9	✓ 3	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFICERS	
✓ F	DELAYS OR PENALTIES	10-11	✓ 4	SYSTEM, SERIAL, AND NOTICES TO OFFICERS	
✓ G	CONTRACT ADMINISTRATION DATA	12-13	✓ 5	EVALUATION FACTORS FOR AWARD	
✓ H	SPECIAL CONTRACT REQUIREMENTS	14-24			

CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE

17. <input checked="" type="checkbox"/> CONTRACTOR'S RESERVATION AGREEMENT (Contractor to sign) I, the undersigned, being a duly qualified contractor, certify that I am the contractor named in the above contract and that I am authorized to sign this agreement and to bind myself and my successors in office to the performance of the contract in accordance with the terms and conditions thereof. The rights and obligations of the contractor under this contract shall be subject to any and all laws, regulations, orders, and instructions of the Government, and to any and all amendments, modifications, and supplements thereto, which may be issued or made by reference herein. (Instructions are listed herein.)	18. <input type="checkbox"/> AWARD (Contractor is not required to sign this document.) Yes offer on Solicitation Number _____ and made by you which contained or changed the conditions or terms of the contract as shown on the face hereof and on any amendments thereto. This award complies with the contract which contains the following documents of the Government's solicitation and your offer, and all the award contract. No further contract documents are necessary.
NAME AND TITLE OF OFFICER (Type or print)  See Page 1A	20A. NAME OF CONTRACTING OFFICER  See Page 1A
NAME OF CONTRACTOR	20B. DATE SIGNED
20C. UNITED STATES OF AMERICA	20D. DATE SIGNED

000675

<u>CLIN</u>	<u>SUPPLIES OR SERVICES</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>AMOUNT</u>
0009AA	Available Direct Productive Person Hours (DPPH)	[REDACTED]	See B-10	[REDACTED]
	Exercised DPPH		See B-10	
0009AB	Available Material Dollars	[REDACTED]	See B-10	[REDACTED]
	Exercised Material Dollars		See B-10	

(b)(4)

000676

ACRN: AH  
CUMULATIVE AMOUNT: \$700,000  
ACCT CLASS: 9700400.2501 5Q-5Q07 P40770643873.3155 2514 S01021  
4N0551034N/04N551/4N  
ORDER NO/PRON: 4N-0-55103-4N-01 FUNDED AMT: \$700,000 (P00041)

ACRN: AM  
CUMULATIVE AMOUNT: \$17,045,000  
ACCT CLASS: 2112040 36 9618 P172419E55 255Y ER1D730100 S01021  
ER1D730100/1HHJLE/H  
ORDER NO: ER1D730100-01 FUNDED AMT: \$12,750,000 (P00049)  
ER1D730100-02 FUNDED AMT: \$ 2,250,000 (P00051)  
ER1D730100-03 FUNDED AMT: \$ 2,000,000 (P00052)  
ER1D730100-06 FUNDED AMT: \$ 15,000 (P00065)  
ER1D730100-07 FUNDED AMT: \$ 30,000 (P00069)

ACRN: AN  
CUMULATIVE AMOUNT: \$5,800  
ACCT CLASS: 971 0400 1202 181 JT01 606051 65126J 59232 525700  
ORDER NO.: NMIPR019207193C FUNDED AMT: \$5,800 (P00053)

ACRN: AP  
CUMULATIVE AMOUNT: \$20,779,000  
ACCT CLASS: 212 2040 5Q 5Q17 P172419E55 255Y ER2D730000 S01021  
ER2D730000/24KJLE/4K0000  
ORDER NO.: ER2D730000-01 FUNDED AMT: \$7,002,000 (P00054)  
ER2D730000-02 FUNDED AMT: \$1,500,000 (P00055)  
ER2D730000-03 FUNDED AMT: \$1,500,000 (P00056)  
ER2D730000-05 FUNDED AMT: \$6,000,000 (P00060)  
ER2D730000-07 FUNDED AMT: \$2,998,000 (P00062)  
ER2D730000-08 FUNDED AMT: \$500,000 (P00063)  
ER2D730000-09 FUNDED AMT: \$500,000 (P00064)  
ER2D730000-10 FUNDED AMT: \$979,000 (P00066)  
ER2D730000-11 FUNDED AMT: (\$200,000) (P00067)

ACRN: AS  
CUMULATIVE AMOUNT: \$521,400  
ACCT CLASS: 212 2040 5Q 5Q17 P172419E55 255Y ER2D732100 S01021  
ER2D732100/24KJLE/4K0000  
ORDER NO.: ER2D732100-01 FUNDED AMT: \$471,400 (P00068)  
ER2D732100-02 FUNDED AMT: \$ 50,000 (P00068)

CLIN 0009

(a) SUBCLIN 0009AA

ACRN: AJ  
CUMULATIVE AMOUNT: \$200,000  
ACCT CLASS: 5703600 290 4750 674478 28060F 503000 F78100  
REF: NACXXX00680104

mont77

ACRN: AK  
CUMULATIVE AMOUNT: \$85,000  
ACCT CLASS: 9700400 2520 0603173C 2564 [REDACTED] 0101129881 012123  
REF: [REDACTED] 0101129881  
ORDER NO/PRON: [REDACTED] 0101129881-2 FUNDED AMT: \$50,000 (P00043)  
[REDACTED] 0101129881-03 FUNDED AMT: \$35,000 (P00045)

(b)(3)(A)  
(i)&Title  
10 Sec 130  
(a)(b)

ACRN: AL  
CUMULATIVE AMOUNT: \$45,000  
ACCT CLASS: 2102040 36 9618 P172419E55 255Y ER0D731900 S01021  
ER0D731900/0YYJLE/H  
ORDER NO/PRON: ER0D731900-01 FUNDED AMT: \$45,000 (P00048)

ACRN: AQ  
CUMULATIVE AMOUNT: \$45,106  
ACCT CLASS: 2112040 36 9618 P172419E55 255Y ER1D732000 S01021  
ER1D732000/1HHJLE/H  
ORDER NO/PRON: ER1D732000-01 FUNDED AMT: \$45,106 (P00057)

(b) SUBCLIN 0009AB:

ACRN: AQ  
CUMULATIVE AMOUNT: \$59,894  
ACCT CLASS: 2112040 36 9618 P172419E55 255Y ER1D732000 S01021  
ER1D732000/1HHJLE/H  
ORDER NO/PRON: ER1D732000-01 FUNDED AMT \$24,894 (P00057)  
ER1D732000-02 FUNDED AMT \$35,000 (P00069)

ACRN : AR  
CUMULATIVE AMONT: \$35,000  
ACCT CLASS: 212 2040 5Q 5Q17 P172419E55 255Y ER2D731400 S01021  
ER2D731400/24KJLE/4K0000  
ORDER NO/PRON: ER2D731400-01 FUNDED AMT: \$35,000 (P00057)

000678

G-6. IMPLEMENTATION OF AND EXPLANATION OF THE RELATIONSHIP OF THE LIMITATION OF FUNDS (LOF) CLAUSE TO FEE OBLIGATIONS: The amount of funds estimated to be required for full performance, including fee(s); the amount of funds allotted pursuant to the Contract Clause hereof entitled, Limitations of Funds; the amount of funds currently obligated for fee; and the estimated period of performance covered by the funds allotted are set forth below. Amounts obligated for fee are separate from and are not to be commingled with the amounts allotted for costs and are not available to the contractor to cover costs in excess of those allotted to the contract for cost

- a. CLINs 0001 and 0002:
  - (1) Amount Required for Full Funding: \$ 437,946
  - (2) Amount Allotted Under the LOF Clause for Payment of Costs:  (b)(4)
  - (3) Total Amount Allotted and Obligated: \$ 440,100
  - (4) Net Amount Required for Full Funding: (\$ 2,154)
  - (5) Estimated Period of Performance the Allotted Amount Will Cover: 30 Sep 99
  
- b. CLINs 0003 and 0004:
  - (1) Amount Required for Full Funding, Including Fee(s): \$145,166,476
  - (2) Amount Allotted Under the LOF Clause for Payment of Target Costs:  (b)(4)
  - (3) Amount Separately Obligated for Payment of Target Fee: 
  - (4) Total Amount Allotted and Obligated: \$ 87,174,822\*
  - (5) Net Amount Required for Full Funding: \$ 57,991,654\*
  - (6) Estimated Period of Performance the Allotted Amount Will Cover: 15 Nov 02
  
- c. CLINs 0005 and 0006:
  - SUBCLIN 0005AA
  - (1) Amount Required for Full Funding, Including Fee(s): \$164,011,800\*
  - (2) Amount Allotted Under the LOF Clause for Payment of Costs: \$ -0-
  - (3) Amount Separately Obligated for Payment of Target Fee: \$ -0-
  - (4) Total Amount Allotted and Obligated: \$ -0-
  - (5) Net Amount Required for Full Funding: \$164,011,800\*
  - (6) Estimated Period of Performance the Allotted Amount Will Cover:

\*NOT-TO-EXCEED (NTE)

000679

SUBCLIN 0009AB:

- |   |  |
|---|--|
| (1) Amount Required for Full Funding, Including Fee(s):             | \$ <u>5,528,296</u>  |
| (2) Amount Allotted Under the LOF Clause for Payment of Costs:      |  (b)(4) |
| (3) Amount Separately Obligated for Payment of Fee:                 |  |
| (4) Total Amount Allotted and Obligated:                            | \$ <u>94,894</u>   |
| (5) Net Amount Required for Full Funding:                           | \$ <u>5,433,402</u>  |
| (6) Estimated Period of Performance the Allotted Amount Will Cover: |  |

\*NOT-TO-EXCEED (NTE)

000680

H-8. GOVERNMENT-FURNISHED FUELS PROVIDED

Fuels as identified below will be provided through [redacted] in accordance with the clause of this contract entitled Government Property (Cost-Reimbursement, Time and Material, or Labor-Hour Contracts). From time to time the contractor may order with the supplier for partial deliveries of fuel. To assist the Contracting Officer in maintaining accountability of total orders, the contractor shall notify the Contracting Officer when fuels ordered exceed 85 percent of the amount specified below. This is requested for each fuels type listed. The contractor will be financially responsible for orders for fuels in excess of the amount stipulated below:

(b)(3)(A)  
 (i)&Title  
 10 Sec 130  
 (a)(b)

NOMENCLATURE	NATIONAL STOCK NO. (NSN)	UNIT OF ISSUE	QUANTITY AUTHORIZED AS GFP
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H-9. DESIGN SENSITIVITY TO COST (COST AS AN INDEPENDENT VARIABLE): The contractor may propose changes to the proposed design conforming to cost as an independent variable (CAIV). Those changes which do not alter the Aerostat Performance Specification (APS) may be implemented by the contractor 10 working days after notice of intent specifying the changes is provided to the government. Changes which alter the APS by reducing the requirements may only be undertaken without an equitable reduction in the estimated cost and schedule of the contract if the contractor demonstrates 1) a comparable gain in other performance requirements, 2) such changes are acceptable to the government, and 3) the change does not alter the overall estimated cost of the program. In no event, however, shall the contractor propose to reduce or alter the requirements of paragraph A.2 of Appendix A of the APS.

H-10. INCREMENTAL FUNDING OF THE CONTRACT:

a. It is expected that allotments within each fiscal year will be made on an incremental basis in accordance with the LIMITATION OF FUNDS clause.

b. Pursuant to the Limitation of Funds clause, the sum of [redacted] presently allotted to CLIN 0001 and available for payment to cover the work to be performed hereunder until 30 Sep 99. The amount of [redacted] obligated for Potential Fee for a total amount of \$440,100 for CLIN 0001.

(b)(4)

c. Pursuant to the LIMITATION OF FUNDS clause, the sum of [redacted] presently allotted to CLIN 0003 and available for payment to cover the work to be performed hereunder until 15 Nov 02. The amount of [redacted] obligated for Potential Fee (if applicable), for a total amount of [redacted] for CLIN 0003. It is anticipated that funds will be allotted and obligated (combined amounts for Cost and Potential Fee) as follows:

	<u>PLANNED DATE OF FUNDING</u>	<u>AMOUNT</u>	<u>CUMULATIVE</u>
		(In Millions)	
CLIN 0001	Current Obligations (Jun 99)		\$440,100

000681

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE	PAGE OF PAGES
2. AMENDMENT/MODIFICATION NO. P00070		3. EFFECTIVE DATE 30-Oct-2002	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO.(If applicable)	
6. BY [REDACTED] SPACE AND MISSILE DEFENSE PO BOX 1500 HUNTSVILLE AL 35807-3801	CODE W31RPD	7. ADMINISTERED BY (If other than item 6) DCM TYNGSBORO PO BOX 688 TYNGSBORO MA 01879		CODE	NONE
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) RAYTHEON COMPANY 180 HARTWELL ROAD BEDFORD MA 01730-0000			9A. AMENDMENT OF SOLICITATION NO.		
			9B. DATED (SEE ITEM 11)		
			X 10A. MOD. OF CONTRACT/ORDER NO. DASG60-98-C-0001		
CODE 04164			FACILITY CODE		
			X 10B. DATED (SEE ITEM 13) 30-Jan-1998		
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended.					
<p>Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:</p> <p>(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.</p>					
12. ACCOUNTING AND APPROPRIATION DATA (If required) <b>See Schedule</b>					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying _____, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B). SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:					
X D. OTHER (Specify type of modification and authority) IAW FAR 52.232-22, Limitation of Funds					
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) The purpose of this modification is to provide incremental funding in the amount of \$1,500,000 for performance of CLIN 0003.  All other terms and conditions remain unchanged and in full force and effect.					
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remain unchanged and in full force and effect.					
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)		
15B. CONTRACTOR/OFFEROR			15C. DATE SIGNED		16C. DATE SIGNED
(Signature of person authorized to sign)			(Signature of Contracting Officer)		

EXCEPTION TO SF 30  
APPROVED BY OIRM 11-84

30-105-04

STANDARD FORM 30 (Rev. 10-83)  
Prescribed by GSA  
FAR (48 CFR) 53.243

000682

SECTION A Solicitation/Contract Form

WHEREAS, pursuant to the contract clause, "Limitation of Funds," the government elects to add an increment of funds to CLINs 0003 and 0004 of the contract,

NOW, THEREFORE, the contract is hereby changed as described below.

1. SECTION G - CONTRACT ADMINISTRATION DATA, is modified as follows:

a. Paragraph G-5, Accounting and Appropriation Data (CLINs 0003 and 0004), is modified to add the following:

ACRN:	AT
CUMULATIVE AMOUNT:	\$1,500,000
ACCT CLASS:	213 2040 5Q 5Q17 P172419E55 255Y ER3D730200 S01021 ER3D730200/34KJLE/4K0000
ORDER NO:	ER3D730200-01 FUNDED AMT: \$1,500,000 (P00070)

b. Paragraph G-6, Implementation of and Explanation of the Relationship of the Limitation of funds (LOF) Clause to Fee Obligations (CLINs 0003 and 0004) is modified as follows:

CLINs 0003 and 0004:

	PRIOR	THIS MODIFICATION	CUMULATIVE TOTAL
(1) Amount Required for Full Funding, Including Fee(s):	\$145,166,476	-0-	\$145,166,476
(2) Amount Allotted under the LOF Clause for Payment of Target Costs:	[REDACTED]		
(3) Amount Separately Obligated for Payment for Target Fee:	[REDACTED]		
(4) Total Amount Allotted and Obligated:	\$ 87,174,822	\$ 1,500,000	\$ 88,674,822
(5) Net Amount Required for Full Funding:	\$ 57,991,654	(\$ 1,500,000)	\$ 56,491,654
(6) Estimated Period of Performance the Allotted Amount will cover:	15 Nov 02		2 Dec 02

(b)(4)

4. The following page substitutions are hereby incorporated into the contract:

DELETE	ADD
Page 13B, Modification P00069	Page 13B, Modification P00070
Page 14, Modification P00069	Page 13Bi, Modification P00070
Page 21, Modification P00069	Page 14, Modification P00070
	Page 21, Modification P00070

000683

ACRN: AH  
CUMULATIVE AMOUNT: \$700,000  
ACCT CLASS: 9700400.2501 5Q-5Q07 P40770643873.3155 2514 S01021  
4N0551034N/04N551/4N  
ORDER NO/PRON: 4N-0-55103-4N-01 FUNDED AMT: \$700,000 (P00041)

ACRN: AM  
CUMULATIVE AMOUNT: \$17,045,000  
ACCT CLASS: 2112040 36 9618 P172419E55 255Y ER1D730100 S01021  
ER1D730100/1HHJLE/H  
ORDER NO: ER1D730100-01 FUNDED AMT: \$12,750,000 (P00049)  
ER1D730100-02 FUNDED AMT: \$ 2,250,000 (P00051)  
ER1D730100-03 FUNDED AMT: \$ 2,000,000 (P00052)  
ER1D730100-06 FUNDED AMT: \$ 15,000 (P00065)  
ER1D730100-07 FUNDED AMT: \$ 30,000 (P00069)

ACRN: AN  
CUMULATIVE AMOUNT: \$5,800  
ACCT CLASS: 971 0400 1202 181 JT01 606051 65126J 59232 525700  
ORDER NO.: NMIPR019207193C FUNDED AMT: \$5,800 (P00053)

ACRN: AP  
CUMULATIVE AMOUNT: \$20,779,000  
ACCT CLASS: 212 2040 5Q 5Q17 P172419E55 255Y ER2D730000 S01021  
ER2D730000/24KJLE/4K0000  
ORDER NO.: ER2D730000-01 FUNDED AMT: \$7,002,000 (P00054)  
ER2D730000-02 FUNDED AMT: \$1,500,000 (P00055)  
ER2D730000-03 FUNDED AMT: \$1,500,000 (P00056)  
ER2D730000-05 FUNDED AMT: \$6,000,000 (P00060)  
ER2D730000-07 FUNDED AMT: \$2,998,000 (P00062)  
ER2D730000-08 FUNDED AMT: \$500,000 (P00063)  
ER2D730000-09 FUNDED AMT: \$500,000 (P00064)  
ER2D730000-10 FUNDED AMT: \$979,000 (P00066)  
ER2D730000-11 FUNDED AMT: (\$200,000) (P00067)

ACRN: AS  
CUMULATIVE AMOUNT: \$521,400  
ACCT CLASS: 212 2040 5Q 5Q17 P172419E55 255Y ER2D732100 S01021  
ER2D732100/24KJLE/4K0000  
ORDER NO.: ER2D732100-01 FUNDED AMT: \$471,400 (P00068)  
ER2D732100-02 FUNDED AMT: \$ 50,000 (P00068)

000684

ACRN: AT  
CUMULATIVE AMOUNT: \$1,500,000  
ACCT CLASS: 213 2040 5Q 5Q17 P172419E55 255Y ER3D730200 S01021  
ER3D730200/34KJLE/4K0000  
ORDER NO: ER3D730200-01 FUNDED AMT: \$1,500,000 (P00070)

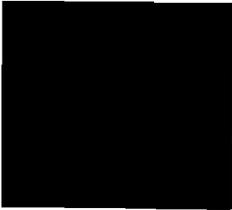
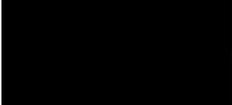
CLIN 0009

(a) SUBCLIN 0009AA

ACRN: AJ  
CUMULATIVE AMOUNT: \$200,000  
ACCT CLASS: 5703600 290 4750 674478 28060F 503000 F78100  
REF: NACXXX00680104  
ORDER NO/PRON: NACXXX00680104-01 FUNDED AMT: \$200,000 (P00043)

000685

G-6. IMPLEMENTATION OF AND EXPLANATION OF THE RELATIONSHIP OF THE LIMITATION OF FUNDS (LOF) CLAUSE TO FEE OBLIGATIONS: The amount of funds estimated to be required for full performance, including fee(s); the amount of funds allotted pursuant to the Contract Clause hereof entitled, Limitations of Funds; the amount of funds currently obligated for fee; and the estimated period of performance covered by the funds allotted are set forth below. Amounts obligated for fee are separate from and are not to be commingled with the amounts allotted for costs and are not available to the contractor to cover costs in excess of those allotted to the contract for cost.

- a. CLINs 0001 and 0002:
  - (1) Amount Required for Full Funding: \$ 437,946
  - (2) Amount Allotted Under the LOF Clause for Payment of Costs:  (b)(4)
  - (3) Total Amount Allotted and Obligated: \$ 440,100
  - (4) Net Amount Required for Full Funding: (\$ 2,154)
  - (5) Estimated Period of Performance the Allotted Amount Will Cover: 30 Sep 99
  
- b. CLINs 0003 and 0004:
  - (1) Amount Required for Full Funding, Including Fee(s): \$145,166,476
  - (2) Amount Allotted Under the LOF Clause for Payment of Target Costs:  (b)(4)
  - (3) Amount Separately Obligated for Payment of Target Fee:  (b)(4)
  - (4) Total Amount Allotted and Obligated: \$ 88,674,822\*
  - (5) Net Amount Required for Full Funding: \$ 56,491,654\*
  - (6) Estimated Period of Performance the Allotted Amount Will Cover: 02 Dec 02
  
- c. CLINs 0005 and 0006:
  - SUBCLIN 0005AA
  - (1) Amount Required for Full Funding, Including Fee(s): \$164,011,800\*
  - (2) Amount Allotted Under the LOF Clause for Payment of Costs: 
  - (3) Amount Separately Obligated for Payment of Target Fee: 
  - (4) Total Amount Allotted and Obligated: 
  - (5) Net Amount Required for Full Funding: \$164,011,800\*
  - (6) Estimated Period of Performance the Allotted Amount Will Cover:

\*NOT-TO-EXCEED (NTE)

000686

H-8. GOVERNMENT-FURNISHED FUELS PROVIDED [REDACTED]

(b)(3)

Fuels as identified below will be provided through [REDACTED] in accordance with the clause of this contract entitled Government Property (Cost-Reimbursement, Time and Material, or Labor-Hour Contracts). From time to time the contractor may order with the supplier for partial deliveries of fuel. To assist the Contracting Officer in maintaining accountability of total orders, the contractor shall notify the Contracting Officer when fuels ordered exceed 85 percent of the amount specified below. This is requested for each fuels type listed. The contractor will be financially responsible for orders for fuels in excess of the amount stipulated below:

NOMENCLATURE	NATIONAL STOCK NO. (NSN)	UNIT OF ISSUE	QUANTITY AUTHORIZED AS GFP
--------------	--------------------------	---------------	----------------------------

H-9. DESIGN SENSITIVITY TO COST (COST AS AN INDEPENDENT VARIABLE): The contractor may propose changes to the proposed design conforming to cost as an independent variable (CAIV). Those changes which do not alter the Aerostat Performance Specification (APS) may be implemented by the contractor 10 working days after notice of intent specifying the changes is provided to the government. Changes which alter the APS by reducing the requirements may only be undertaken without an equitable reduction in the estimated cost and schedule of the contract if the contractor demonstrates 1) a comparable gain in other performance requirements, 2) such changes are acceptable to the government, and 3) the change does not alter the overall estimated cost of the program. In no event, however, shall the contractor propose to reduce or alter the requirements of paragraph A.2 of Appendix A of the APS.

H-10. INCREMENTAL FUNDING OF THE CONTRACT:

a. It is expected that allotments within each fiscal year will be made on an incremental basis in accordance with the LIMITATION OF FUNDS clause.

b. Pursuant to the Limitation of Funds clause, the sum of [REDACTED] presently allotted to CLIN 0001 and available for payment to cover the work to be performed hereunder until 30 Sep 99. The amount of [REDACTED] obligated for Potential Fee for a total amount of \$440,100 for CLIN 0001.

(b)(4)

c. Pursuant to the LIMITATION OF FUNDS clause, the sum of [REDACTED] is presently allotted to CLIN 0003 and available for payment to cover the work to be performed hereunder until 2 Dec 02. The amount of [REDACTED] obligated for Potential Fee (if applicable), for a total amount of [REDACTED] for CLIN 0003. It is anticipated that funds will be allotted and obligated (combined amounts for Cost and Potential Fee) as follows:

(b)(4)

	PLANNED DATE OF FUNDING	AMOUNT	CUMULATIVE
		(In Millions)	
CLIN 0001	Current Obligations (Jun 99)		\$440,100

000687

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				CONTRACT ID CODE	PAGE OF PAGES
2. AMENDMENT/MODIFICATION NO. P00071		3. EFFECTIVE DATE 18-Nov-2002	4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If applicable)
6. ISSUED BY SPACE AND MISSILE DEFENSE [REDACTED] PO BOX 1500 HUNTSVILLE AL 35807-3801		CODE W31RPD	7. ADMINISTERED BY (If other than item 6) DCM TYNGSBORO PO BOX 688 TYNGSBORO MA 01879		CODE NONE
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) RAYTHEON COMPANY 180 HARTWELL ROAD BEDFORD MA 01730-0000				9A. AMENDMENT OF SOLICITATION NO.	
				9B. DATED (SEE ITEM 11)	
				X 10A. MOD. OF CONTRACT/ORDER NO. DASG60-98-C-0001	
				X 10B. DATED (SEE ITEM 13) 30-Jan-1998	
CODE 04164		FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA (If required) <b>See Schedule</b>					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B). SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:					
X D. OTHER (Specify type of modification and authority) IAW FAR 52.232-22, Limitation of Funds					
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) The purpose of this modification is to provide incremental funding in the amount of \$1,500,000 for performance of CLIN 0003. All other terms and conditions remain unchanged and in full force and effect.					
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.					
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)		
[REDACTED]			[REDACTED] (b)(4) (b)		
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED		16C. DATE SIGNED	
[REDACTED] (Signature of person authorized to sign)		[REDACTED]		[REDACTED] (Signature of Contracting Officer)	

EXCEPTION TO SF 30  
APPROVED BY OIRM 11-84

30-105-04

STANDARD FORM 30 (Rev. 10-83)  
Prescribed by GSA  
FAR (48 CFR) 53.243

000688

SECTION A Solicitation/Contract Form

WHEREAS, pursuant to the contract clause, "Limitation of Funds," the government elects to add an increment of funds to CLINs 0003 and 0004 of the contract,

NOW, THEREFORE, the contract is hereby changed as described below.

1. SECTION G - CONTRACT ADMINISTRATION DATA, is modified as follows:

a. Paragraph G-5, Accounting and Appropriation Data (CLINs 0003 and 0004), is modified to add the following:

ACRN: AT  
CUMULATIVE AMOUNT: \$3,000,000  
ACCT CLASS: 213 2040 5Q 5Q17 P172419E55 255Y ER3D730200 S01021  
ER3D730200/34KJLE/4K0000  
ORDER NO: ER3D730200-02 FUNDED AMT: \$1,500,000 (P00071)

b. Paragraph G-6, Implementation of and Explanation of the Relationship of the Limitation of funds (LOF) Clause to Fee Obligations (CLINs 0003 and 0004) is modified as follows:

CLINs 0003 and 0004:

	PRIOR	THIS MODIFICATION	CUMULATIVE TOTAL
(1) Amount Required for Full Funding, Including Fee(s):	\$145,166,476	-0-	\$145,166,476
(2) Amount Allotted under the LOF Clause for Payment of Target Costs:	(b)(4)		
(3) Amount Separately Obligated for Payment for Target Fee:	(b)(4)		
(4) Total Amount Allotted and Obligated:	\$ 88,674,822	\$ 1,500,000	\$ 90,174,822
(5) Net Amount Required for Full Funding:	\$ 56,491,654	(\$ 1,500,000)	\$ 54,991,654
(6) Estimated Period of Performance the Allotted Amount will cover:	2 Dec 02		31 Dec 02

4. The following page substitutions are hereby incorporated into the contract:

DELETE	ADD
Page 13Bi, Modification P00070	Page 13Bi, Modification P00071
Page 14, Modification P00070	Page 14, Modification P00071
Page 21, Modification P00070	Page 21, Modification P00071

000689

ACRN: AT  
CUMULATIVE AMOUNT: \$3,000,000  
ACCT CLASS: 213 2040 5Q 5Q17 P172419E55 255Y ER3D730200 S01021  
ER3D730200/34KJLE/4K0000  
ORDER NO: ER3D730200-01 FUNDED AMT: \$1,500,000 (P00070)  
ER3D730200-02 FUNDED AMT: \$1,500,000 (P00071)

CLIN 0009

(a) SUBCLIN 0009AA

ACRN: AJ  
CUMULATIVE AMOUNT: \$200,000  
ACCT CLASS: 5703600 290 4750 674478 28060F 503000 F78100  
REF: NACXXX00680104  
ORDER NO/PRON: NACXXX00680104-01 FUNDED AMT: \$200,000 (P00043)

000690

G-6. IMPLEMENTATION OF AND EXPLANATION OF THE RELATIONSHIP OF THE LIMITATION OF FUNDS (LOF) CLAUSE TO FEE OBLIGATIONS: The amount of funds estimated to be required for full performance, including fee(s); the amount of funds allotted pursuant to the Contract Clause hereof entitled, Limitations of Funds; the amount of funds currently obligated for fee; and the estimated period of performance covered by the funds allotted are set forth below. Amounts obligated for fee are separate from and are not to be commingled with the amounts allotted for costs and are not available to the contractor to cover costs in excess of those allotted to the contract for cost.

- a. CLINs 0001 and 0002:
  - (1) Amount Required for Full Funding: \$ 437,946
  - (2) Amount Allotted Under the LOF Clause for Payment of Costs: [REDACTED]
  - (3) Total Amount Allotted and Obligated: \$ 440,100 (b)(4)
  - (4) Net Amount Required for Full Funding: (\$ 2,154)
  - (5) Estimated Period of Performance the Allotted Amount Will Cover: 30 Sep 99
  
- b. CLINs 0003 and 0004:
  - (1) Amount Required for Full Funding, Including Fee(s): \$145,166,476
  - (2) Amount Allotted Under the LOF Clause for Payment of Target Costs: [REDACTED] (b)(4)
  - (3) Amount Separately Obligated for Payment of Target Fee: [REDACTED]
  - (4) Total Amount Allotted and Obligated: \$ 90,174,822\*
  - (5) Net Amount Required for Full Funding: \$ 54,991,654\*
  - (6) Estimated Period of Performance the Allotted Amount Will Cover: 31 Dec 02
  
- c. CLINs 0005 and 0006:  
SUBCLIN 0005AA
  - (1) Amount Required for Full Funding, Including Fee(s): \$164,011,800\*
  - (2) Amount Allotted Under the LOF Clause for Payment of Costs: \$ -0-
  - (3) Amount Separately Obligated for Payment of Target Fee: \$ -0-
  - (4) Total Amount Allotted and Obligated: \$ -0-
  - (5) Net Amount Required for Full Funding: \$164,011,800\*
  - (6) Estimated Period of Performance the Allotted Amount Will Cover:

\*NOT-TO-EXCEED (NTE)

000691

H-8. GOVERNMENT-FURNISHED FUELS PROVIDED

Fuels as identified below will be provided through [redacted] in accordance with the clause of this contract entitled Government Property (Cost-Reimbursement, Time and Material, or Labor-Hour Contracts). From time to time the contractor may order with the supplier for partial deliveries of fuel. To assist the Contracting Officer in maintaining accountability of total orders, the contractor shall notify the Contracting Officer when fuels ordered exceed 85 percent of the amount specified below. This is requested for each fuels type listed. The contractor will be financially responsible for orders for fuels in excess of the amount stipulated below:

(b)(3)

NOMENCLATURE	NATIONAL STOCK NO. (NSN)	UNIT OF ISSUE	QUANTITY AUTHORIZED AS GFP
--------------	--------------------------	---------------	----------------------------

H-9. DESIGN SENSITIVITY TO COST (COST AS AN INDEPENDENT VARIABLE): The contractor may propose changes to the proposed design conforming to cost as an independent variable (CAIV). Those changes which do not alter the Aerostat Performance Specification (APS) may be implemented by the contractor 10 working days after notice of intent specifying the changes is provided to the government. Changes which alter the APS by reducing the requirements may only be undertaken without an equitable reduction in the estimated cost and schedule of the contract if the contractor demonstrates 1) a comparable gain in other performance requirements, 2) such changes are acceptable to the government, and 3) the change does not alter the overall estimated cost of the program. In no event, however, shall the contractor propose to reduce or alter the requirements of paragraph A.2 of Appendix A of the APS.

H-10. INCREMENTAL FUNDING OF THE CONTRACT:

a. It is expected that allotments within each fiscal year will be made on an incremental basis in accordance with the LIMITATION OF FUNDS clause.

b. Pursuant to the Limitation of Funds clause, the sum of [redacted] presently allotted to CLIN 0001 and available for payment to cover the work to be performed hereunder until 30 Sep 99. The amount of [redacted] obligated for Potential Fee for a total amount of \$440,100 for CLIN 0001.

(b)(4)

c. Pursuant to the LIMITATION OF FUNDS clause, the sum of [redacted] presently allotted to CLIN 0003 and available for payment to cover the work to be performed hereunder until 31 Dec 02. The amount of [redacted] obligated for Potential Fee (if applicable), for a total amount of [redacted] for CLIN 0003. It is anticipated that funds will be allotted and obligated (combined amounts for Cost and Potential Fee) as follows:

(b)(4)

	PLANNED DATE OF FUNDING	AMOUNT	CUMULATIVE
CLIN 0001	Current Obligations (Jun 99)		\$440,100

(In Millions)

000692

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

1 CONTRACT ID CODE \_\_\_\_\_ PAGE OF PAGES  
 1 | 3

2. AMENDMENT/MODIFICATION NO. P00072	3. EFFECTIVE DATE 25-Nov-2002	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. IS Y US SPACE AND MISSILE DEFENSE [Redacted] (b)(6) PO BOX 1500 HUNTSVILLE AL 35807-3801	CODE W31RPD	7. ADMINISTERED BY (If other than item 6) DCM TYNGSBORO PO BOX 888 TYNGSBORO MA 01879	CODE NONE

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) RAYTHEON COMPANY 180 HARTWELL ROAD BEDFORD MA 01730-0000	9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED (SEE ITEM 11)
	X 10A. MOD. OF CONTRACT/ORDER NO. DASG60-98-C-0001
	X 10B. DATED (SEE ITEM 13) 30-Jan-1998

CODE 04184 FACILITY CODE \_\_\_\_\_

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer  is extended,  is not extended.

Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:  
 (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted;  
 or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

2. ACCOUNTING AND APPROPRIATION DATA (If required)  
**See Schedule**

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS.  
 IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).
C. SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Agreement
D. R (Specify type of modification and authority)

3. IMPORTANT: Contractor  is not,  is required to sign this document and return 1 copies to the issuing office.

4. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCE section headings, including solicitation/contract subject matter where feasible.)  
 The purpose of this modification is to effect the following changes:  
 [Redacted] (b)(3)(A)  
 2. Provide replacement DD 254 listed in Section J of the contract. (i)&Title 10  
 3. Decrease incremental funding in the amount of \$521,400 for performance of CLIN 0003. Sec 130 (a)(b)  
 4. All other terms and conditions remain unchanged and in full force and effect.

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

[Redacted Signature]	15C DATE SIGNED	[Redacted Signature]	16C DATE SIGNED
(Signature of person authorized to sign)		(Signature of Contracting Officer)	

EXCEPTION TO SF 30 APPROVED BY OIRM 11-84

30-105-04

STANDARD FORM 30 (Rev. 10-83)  
 Prescribed by GSA  
 FAR (48 CFR) 53.243

000693



SECTION A Solicitation/Contract Form

1. [REDACTED]

(b)(3)(A)  
(i)&Title  
10 Sec  
130 (a)(b)

2. Section J, List of Attachments, is hereby changed as shown below:

TITLE	DATED	# OF PAGES
Contract Security Classification Specification (DD Form 254-E) Rev. 5	7 Nov 02	6

3. WHEREAS, pursuant to the contract clause, "Limitation of Funds," the government elects to withdraw an increment of funds from CLINs 0003 and 0004 of the contract,

NOW, THEREFORE, the contract is hereby changed as described below.

a. SECTION G - CONTRACT ADMINISTRATION DATA, is modified as follows:

(1) Paragraph G-5, Accounting and Appropriation Data (CLINs 0003 and 0004), is modified to add the following:

ACRN: AS  
CUMULATIVE AMOUNT: \$-0-  
ACCT CLASS: 212 2040 5Q 5Q17 P172419E55 255Y ER2D732100 S01021  
ER2D732100/24KJLE/4K0000  
ORDER NO.: ER2D732100-03 FUNDED AMT: (\$521,400)(P00072)

(2) Paragraph G-6, Implementation of and Explanation of the Relationship of the Limitation of funds (LOF) Clause to Fee Obligations (CLINs 0003 and 0004) is modified as follows:

CLINs 0003 and 0004:

	PRIOR	THIS MODIFICATION	CUMULATIVE TOTAL
(1) Amount Required for Full Funding, Including Fee(s):	\$145,166,476	-0-	\$145,166,476
(2) Amount Allotted under the LOF Clause for Payment of Target Costs:	[REDACTED]	[REDACTED]	[REDACTED]
(3) Amount Separately Obligated for Payment for Target Fee:	[REDACTED]	[REDACTED]	[REDACTED]
(4) Total Amount Allotted and Obligated:	\$ 90,174,822	(\$ 521,400)	\$ 89,653,422
(5) Net Amount Required for Full Funding:	\$ 54,991,654	\$ 521,400	\$ 55,513,054
(6) Estimated Period of Performance the Allotted Amount will cover:	31 Dec 02		24 Dec 02

(b)(4)

000695

Modification P00072  
Previous P00069

<b>AWARD/CONTRACT</b>		1. THIS CONTRACT IS A MATR UNDER DPAS (15 CFR 252)	DO-A2	PAGE 1 OF 19
2. CONTRACT NO. <b>680-98-C-0001</b>		3. EFFECTIVE DATE <b>98 Jan 30</b>	4. REQUIRED BY (CITE AND DATE)	5. PROJECT NO.
6. AWARDING OFFICE (CITE AND DATE) <b>ARMY SPACE AND MISSILE DEFENSE COMMAND ITR &amp; ACC MOT OPC, SMOCC-OM-CN P.O. BOX 1500, HUNTSVILLE, AL 35807-3001</b>		7. ADDRESS OF (CITE AND DATE) <b>DEFENSE LOGISTICS AGENCY P.O. BOX 920 Baltimore, MD 21076</b>		
8. NAME AND ADDRESS OF CONTRACTOR (CITE, DATE, AND PHONE NO. IF CALL) <b>RAYTHEON COMPANY c/o RAYTHEON SYSTEMS COMPANY 130 HARTWELL ROAD BEDFORD, MA 01730</b>		9. DELIVERY <input type="checkbox"/> FOR ORDER <input checked="" type="checkbox"/> OTHER (CITE AND DATE)		
10. QUALITY CODE <b>04166</b>		11. PAYMENT WILL BE MADE BY <b>DPAS Columbia Center mailing procedures provided under separate cover</b>		
12. ACTIVITY FOR WHICH ORDER THIS P.O. AND OTHER COMPETITION <input checked="" type="checkbox"/> IN USE EXCEPT <input type="checkbox"/> IN USE EXCEPT		13. ACCOUNTING AND APPROPRIATION DATA <b>See Section 6-6</b>		
14. ITEM NO.		15. SUPPLEMENT NUMBER	16. QUANTITY	17. UNIT PRICE
See Section 2 for items 15A through 15F				
TOTAL AMOUNT OF CONTRACT <b>148,074,422</b>				
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PART LVIII - SPECIAL PROVISIONS FOR AWARD				
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PART LXXXI - SPECIAL PROVISIONS FOR AWARD				
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PART LXXXIV - SPECIAL PROVISIONS FOR AWARD				
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PART LXXXVIII - SPECIAL PROVISIONS FOR AWARD				
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PART LXXXXI - SPECIAL PROVISIONS FOR AWARD				
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PART LXXXXIX - SPECIAL PROVISIONS FOR AWARD				
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100	100	100	100	
PART LXXXXXI - SPECIAL PROVISIONS FOR AWARD				

000696

ACRN: AH  
CUMULATIVE AMOUNT: \$700,000  
ACCT CLASS: 9700400.2501 5Q-5Q07 P40770643873.3155 2514 S01021  
4N0551034N/04N551/4N  
ORDER NO/PRON: 4N-0-55103-4N-01 FUNDED AMT: \$700,000 (P00041)

ACRN: AM  
CUMULATIVE AMOUNT: \$17,045,000  
ACCT CLASS: 2112040 36 9618 P172419E55 255Y ER1D730100 S01021  
ER1D730100/1HHJLE/H  
ORDER NO: ER1D730100-01 FUNDED AMT: \$12,750,000 (P00049)  
ER1D730100-02 FUNDED AMT: \$ 2,250,000 (P00051)  
ER1D730100-03 FUNDED AMT: \$ 2,000,000 (P00052)  
ER1D730100-06 FUNDED AMT: \$ 15,000 (P00065)  
ER1D730100-07 FUNDED AMT: \$ 30,000 (P00069)

ACRN: AN  
CUMULATIVE AMOUNT: \$5,800  
ACCT CLASS: 971 0400 1202 181 JT01 606051 65126J 59232 525700  
ORDER NO.: NMIPR019207193C FUNDED AMT: \$5,800 (P00053)

ACRN: AP  
CUMULATIVE AMOUNT: \$20,779,000  
ACCT CLASS: 212 2040 5Q 5Q17 P172419E55 255Y ER2D730000 S01021  
ER2D730000/24KJLE/4K0000  
ORDER NO.: ER2D730000-01 FUNDED AMT: \$7,002,000 (P00054)  
ER2D730000-02 FUNDED AMT: \$1,500,000 (P00055)  
ER2D730000-03 FUNDED AMT: \$1,500,000 (P00056)  
ER2D730000-05 FUNDED AMT: \$6,000,000 (P00060)  
ER2D730000-07 FUNDED AMT: \$2,998,000 (P00062)  
ER2D730000-08 FUNDED AMT: \$500,000 (P00063)  
ER2D730000-09 FUNDED AMT: \$500,000 (P00064)  
ER2D730000-10 FUNDED AMT: \$979,000 (P00066)  
ER2D730000-11 FUNDED AMT: (\$200,000) (P00067)

ACRN: AS  
CUMULATIVE AMOUNT: \$-0-  
ACCT CLASS: 212 2040 5Q 5Q17 P172419E55 255Y ER2D732100 S01021  
ER2D732100/24KJLE/4K0000  
ORDER NO.: ER2D732100-01 FUNDED AMT: \$471,400 (P00068)  
ER2D732100-02 FUNDED AMT: \$ 50,000 (P00068)  
ER2D732100-03 FUNDED AMT: (\$521,400)(P00072)

000697

G-6. IMPLEMENTATION OF AND EXPLANATION OF THE RELATIONSHIP OF THE LIMITATION OF FUNDS (LOF) CLAUSE TO FEE OBLIGATIONS: The amount of funds estimated to be required for full performance, including fee(s); the amount of funds allotted pursuant to the Contract Clause hereof entitled, Limitations of Funds; the amount of funds currently obligated for fee; and the estimated period of performance covered by the funds allotted are set forth below. Amounts obligated for fee are separate from and are not to be commingled with the amounts allotted for costs and are not available to the contractor to cover costs in excess of those allotted to the contract for cost.

- a. CLINs 0001 and 0002:
  - (1) Amount Required for Full Funding: \$ 437,946
  - (2) Amount Allotted Under the LOF Clause for Payment of Costs: [REDACTED] (b)(4)
  - (3) Total Amount Allotted and Obligated: \$ 440,100
  - (4) Net Amount Required for Full Funding: (\$ 2,154)
  - (5) Estimated Period of Performance the Allotted Amount Will Cover: 30 Sep 99
  
- b. CLINs 0003 and 0004:
  - (1) Amount Required for Full Funding, Including Fee(s): \$145,166,476
  - (2) Amount Allotted Under the LOF Clause for Payment of Target Costs: [REDACTED]
  - (3) Amount Separately Obligated for Payment of Target Fee: [REDACTED] (b)(4)
  - (4) Total Amount Allotted and Obligated: \$ 89,653,422\*
  - (5) Net Amount Required for Full Funding: \$ 55,513,054\*
  - (6) Estimated Period of Performance the Allotted Amount Will Cover: 24 Dec 02
  
- c. CLINs 0005 and 0006:
  - SUBCLIN 0005AA
  - (1) Amount Required for Full Funding, Including Fee(s): \$164,011,800\*
  - (2) Amount Allotted Under the LOF Clause for Payment of Costs: \$ -0-
  - (3) Amount Separately Obligated for Payment of Target Fee: \$ -0-
  - (4) Total Amount Allotted and Obligated: \$ -0-
  - (5) Net Amount Required for Full Funding: \$164,011,800\*
  - (6) Estimated Period of Performance the Allotted Amount Will Cover:

\*NOT-TO-EXCEED (NTE)

000698

**H-8. GOVERNMENT-FURNISHED FUELS PROVIDED**

Fuels as identified below will be provided through [redacted] in accordance with the clause of this contract entitled Government Property (Cost-Reimbursement, Time and Material, or Labor-Hour Contracts). From time to time the contractor may order with the supplier for partial deliveries of fuel. To assist the Contracting Officer in maintaining accountability of total orders, the contractor shall notify the Contracting Officer when fuels ordered exceed 85 percent of the amount specified below. This is requested for each fuels type listed. The contractor will be financially responsible for orders for fuels in excess of the amount stipulated below:

(b)(3)(A)  
 (i)&Title  
 10 Sec 130  
 (a)(b)

NOMENCLATURE	NATIONAL STOCK NO. (NSN)	UNIT OF ISSUE	QUANTITY AUTHORIZED AS GFP
--------------	--------------------------	---------------	----------------------------

**H-9. DESIGN SENSITIVITY TO COST (COST AS AN INDEPENDENT VARIABLE):** The contractor may propose changes to the proposed design conforming to cost as an independent variable (CAIV). Those changes which do not alter the Acrostat Performance Specification (APS) may be implemented by the contractor 10 working days after notice of intent specifying the changes is provided to the government. Changes which alter the APS by reducing the requirements may only be undertaken without an equitable reduction in the estimated cost and schedule of the contract if the contractor demonstrates 1) a comparable gain in other performance requirements, 2) such changes are acceptable to the government, and 3) the change does not alter the overall estimated cost of the program. In no event, however, shall the contractor propose to reduce or alter the requirements of paragraph A.2 of Appendix A of the APS.

**H-10. INCREMENTAL FUNDING OF THE CONTRACT:**

a. It is expected that allotments within each fiscal year will be made on an incremental basis in accordance with the LIMITATION OF FUNDS clause.

b. Pursuant to the Limitation of Funds clause, the sum of [redacted] presently allotted to CLIN 0001 and available for payment to cover the work to be performed hereunder until 30 Sep 99. The amount [redacted] obligated for Potential Fee for a total amount of \$440,100 for CLIN 0001.

(b)(4)

c. Pursuant to the LIMITATION OF FUNDS clause, the sum of [redacted] presently allotted to CLIN 0003 and available for payment to cover the work to be performed hereunder until 24 Dec 02. The amount of [redacted] obligated for Potential Fee (if applicable), for a total amount of [redacted] for CLIN 0003. It is anticipated that funds will be allotted and obligated (combined amounts for Cost and Potential Fee) as follows:

(b)(4)

	PLANNED DATE OF FUNDING	AMOUNT	CUMULATIVE
		(In Millions)	
CLIN 0001	Current Obligations (Jun 99)		\$440,100

000699

PART III - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS

<u>TITLE</u>	<u>DATE</u>	<u># OF PAGES</u>
Award/Contract (SF 26) and Continuation Sheets		49
Contract Security Classification Specification (DD Form 254-E) Rev 5	7 Nov 02	6
Contract Data Requirements List (DD Form 1423) Exhibits A, B, and C, with Distribution List & Data Item Nos. A001, A0008, A0011, A013, A18 & A021	12 Oct 99 1 Sep 00	29 6
Scope of Work SW-JLENS-16-97, "JLENS Program," Rev. 2 With Attachment A	16 Nov 00 16 Nov 00	12 2
U.S. Army Strategic Defense Command Ballistic Missile Defense (BMD) Classification Guide, incorporated herein by reference. Upon request, the Contracting Officer will provide.	03 Jul 89	132
		(b)(3)(A) (i)&Title 10 Sec 130 (a)(b)
U.S. Army Strategic Defense Command Industrial Operations Security (OPSEC) Guide, incorporated herein by reference. Upon request, the Contracting Officer will provide.	Sep 91	88
Military Standard (MIL-STD) 1806, Marking Technical Data Prepared by or for the Department of Defense, incorporated herein by reference.	1 Feb 90	43
Joint Aerostat Project Management Office Aerostat Development Program Security Classification Guide incorporated by reference and previously furnished.	7 Jul 00	32
		(b)(3)(A) (i)&Title 10 Sec 130 (a)(b)

000700

<b>DEPARTMENT OF DEFENSE</b> <b>CONTRACT SECURITY CLASSIFICATION SPECIFICATION</b> <i>(The requirements of the National Industrial Security Program Operating Manual apply to all security aspects of this effort)</i>	1. CLEARANCE AND SAFEGUARDING (b)(7)(E)	
	a. FACILITY CLEARANCE REQUIRED:	[REDACTED]
	b. LEVEL OF SAFEGUARDING REQUIRED:	[REDACTED]

THIS SPECIFICATION IS FOR: (X and complete as applicable)		3. THIS SPECIFICATION IS: <input checked="" type="checkbox"/> and complete as applicable	
a. PRIME CONTRACT NUMBER DASG60-98-C-0001		a. ORIGINAL (Complete date in all cases)	Date (YYMMDD) 980113
b. SUBCONTRACT NUMBER	X	b. REVISED (Supersedes all previous specs)	Revision No. 5 Date (YYMMDD) 20021107
c. SOLICITATION OR OTHER NUMBER	Due Date (YYMMDD)	c. FINAL (Complete item 5 in all cases)	Date (YYMMDD)

4. IS THIS A FOLLOW-ON CONTRACT?  YES  NO, If yes, complete the following  
Classified material received or generated under DASG60-96-C-0190 (Preceding Contract Number) is transferred to this follow-on contract

5. IS THIS A FINAL DD FORM 254  YES  NO, If yes, complete the following:  
In response to the contractor's request dated \_\_\_\_\_, retention of the identified classified material is authorized for a period of: \_\_\_\_\_

6. CONTRACTOR (Include Commercial and Government Entity (CAGE) Code)

a. NAME, ADDRESS, AND ZIP Raytheon Company dba Raytheon Systems Company 180 Hartwell Road Bedford, MA 01730	b. CAGE CODE 04164	c. COGNIZANT SECURITY OFFICE (Name, Address, and Zip Code) Northeast Region DSS Barnes Building 495 Summer Street Boston, MA 02210-2192
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7. SUBCONTRACTOR

a. NAME, ADDRESS, AND ZIP	b. CAGE CODE	c. COGNIZANT SECURITY OFFICE (Name, Address, and Zip Code)
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8. QUAL PERFORMANCE

a. LOCATION SAME AS BLOCK 6a SEE BLOCK 13 - REMARKS, FOR ADDITIONAL PERFORMANCE LOCATIONS	b. CAGE CODE	c. COGNIZANT SECURITY OFFICE (Name, Address, and Zip Code)
---	--------------	--

9. GENERAL IDENTIFICATION OF THIS PROCUREMENT (b)(3)(A)  
(i)&Title 10  
Sec 130 (a)(b)

10. THIS CONTRACT WILL REQUIRE ACCESS TO	11. IN PERFORMING THIS CONTRACT, THE CONTRACTOR WILL: (b)(7)(E)
a. COMMUNICATIONS SECURITY (COMSEC) INFORMATION	a. HAVE ACCESS TO CLASSIFIED INFORMATION ONLY AT ANOTHER CONTRACTORS FACILITY OR GOVERNMENT ACTIVITY
b. RESTRICTED DATA	b. RECEIVE CLASSIFIED DOCUMENTS ONLY
c. CRITICAL NUCLEAR WEAPON DESIGN INFORMATION	c. RECEIVE AND GENERATE CLASSIFIED MATERIAL
d. FORMERLY RESTRICTED DATA	d. FABRICATE, MODIFY, OR STORE CLASSIFIED HARDWARE
e. INTELLIGENCE INFORMATION	e. PERFORM SERVICES ONLY
(1) Sensitive Compartmented Information (SCI)	f. HAVE ACCESS TO US CLASSIFIED INFORMATION OUTSIDE THE U.S., PUERTO RICO, U.S. POSSESSIONS AND TRUST TERRITORIES
(2) Non-SCI	g. BE AUTHORIZED TO USE THE SERVICES OF THE DEFENSE TECHNICAL INFORMATION CENTER (DTIC) OR OTHER SECONDARY DISTRIBUTION CENTER
f. SPECIAL ACCESS INFORMATION	h. REQUIRE A COMSEC ACCOUNT
g. NATO INFORMATION	i. HAVE TEMPEST REQUIREMENTS
h. FOREIGN GOVERNMENT INFORMATION	j. HAVE OPERATIONS SECURITY (OPSEC) REQUIREMENTS
i. LIMITED DISSEMINATION INFORMATION	k. BE AUTHORIZED TO USE THE DEFENSE COURIER SERVICE
j. SPECIAL USE ONLY INFORMATION	l. OTHER (specify)
	SEE BLOCK 13 REMARKS

**12. PUBLIC RELEASE.** Any information (classified or unclassified) pertaining to this contract shall not be released for public dissemination except as provided by the National Industrial Security Program Operating Manual or unless it has been approved for public release by appropriate U.S. Government authority. Proposed public releases shall be submitted for approval prior to release.

DIRECT  THROUGH (Specify)

Deputy Commander, U.S. Army Space and Missile Defense Command  
 Attn: SMDC-PA  
 P. O. Box 1500  
 Huntsville, AL 35807-3801

Directorate for Freedom of Information and Security Review, Office of the Assistant Secretary of Defense (Public Affairs)\* for review.  
 In case of non-DoD User Agencies, requests for disclosure shall be submitted to that agency.

**13. SECURITY GUIDANCE.** The security classification guidance needed for this classified effort is identified below. If any difficulty is encountered in applying this guidance or if any other contributing factor indicates a need for changes in this guidance, the contractor is authorized and encouraged to provide recommended changes; to challenge the guidance or the classification assigned to any information or material furnished or generated under this contract; and to submit any questions for interpretation of this guidance to the official identified below. Pending final decision, the information involved shall be handled and protected at the highest level of classification assigned recommended. (Fill in as appropriate for the classified effort. Attach, or forward under separate correspondence, any documents/guides/extracts referenced herein. Add additional pages as needed to provide complete guidance.)

SEE ATTACHED PAGES

**14. ADDITIONAL SECURITY REQUIREMENTS.** Requirements, in addition to NISPOM requirements, are established for this contract.  YES  NO  
 (If Yes, identify the pertinent contractual clauses in the contract document itself, or provide an appropriate statement which identifies additional requirements. Provide a copy of the requirements to the cognizant security office. Use item 1, additional space is required.)

[REDACTED] (b)(7)(E)

**15. INSPECTIONS.** ELEMENTS OF THIS CONTRACT ARE OUTSIDE THE INSPECTION RESPONSIBILITY OF THE COGNIZANT SECURITY OFFICE. (If yes, explain and identify specific areas or elements carved out and the activity responsible for inspections. Use item 13 if more space is needed.)  YES  NO

**16. CLASSIFICATION AND SIGNATURE.** Security requirements stated herein are complete and adequate for safeguarding the classified information to be released or generated under this classified effort. All questions shall be referred to the official named below.

a. TYPED NAME OF CERTIFYING OFFICIAL [REDACTED] (b)(6)	b. TITLE [REDACTED]	c. TELEPHONE (Include Area Code) [REDACTED] (b)(6) (b)
d. ADDRESS (Include Zip Code) JLENS Project Office, ATTN: SFAE-AMD-JLN, P.O. Box 1500 Huntsville, AL 35807-3801	<b>17. REQUIRED DISTRIBUTION</b> <input checked="" type="checkbox"/> a. CONTRACTOR <input type="checkbox"/> b. SUBCONTRACTOR <input checked="" type="checkbox"/> c. COGNIZANT SECURITY OFFICE FOR PRIME & SUBCONTRACTOR <input type="checkbox"/> d. U.S. ACTIVITY RESPONSIBLE FOR OVERSEAS SECURITY ADMINISTRATION <input checked="" type="checkbox"/> e. ADMINISTRATIVE CONTRACTING OFFICER <input checked="" type="checkbox"/> f. OTHERS AS NECESSARY (TMO)	
e. SIGNATURE [REDACTED] (b)(6)		

000702

ITEM 13 Continuation

(b)(3)(A)  
(i)&Title 10  
Sec 130 (a)(b)

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

(b)(3)(A)  
(i)&Title  
10 Sec 130  
(a)(b)

[Redacted]

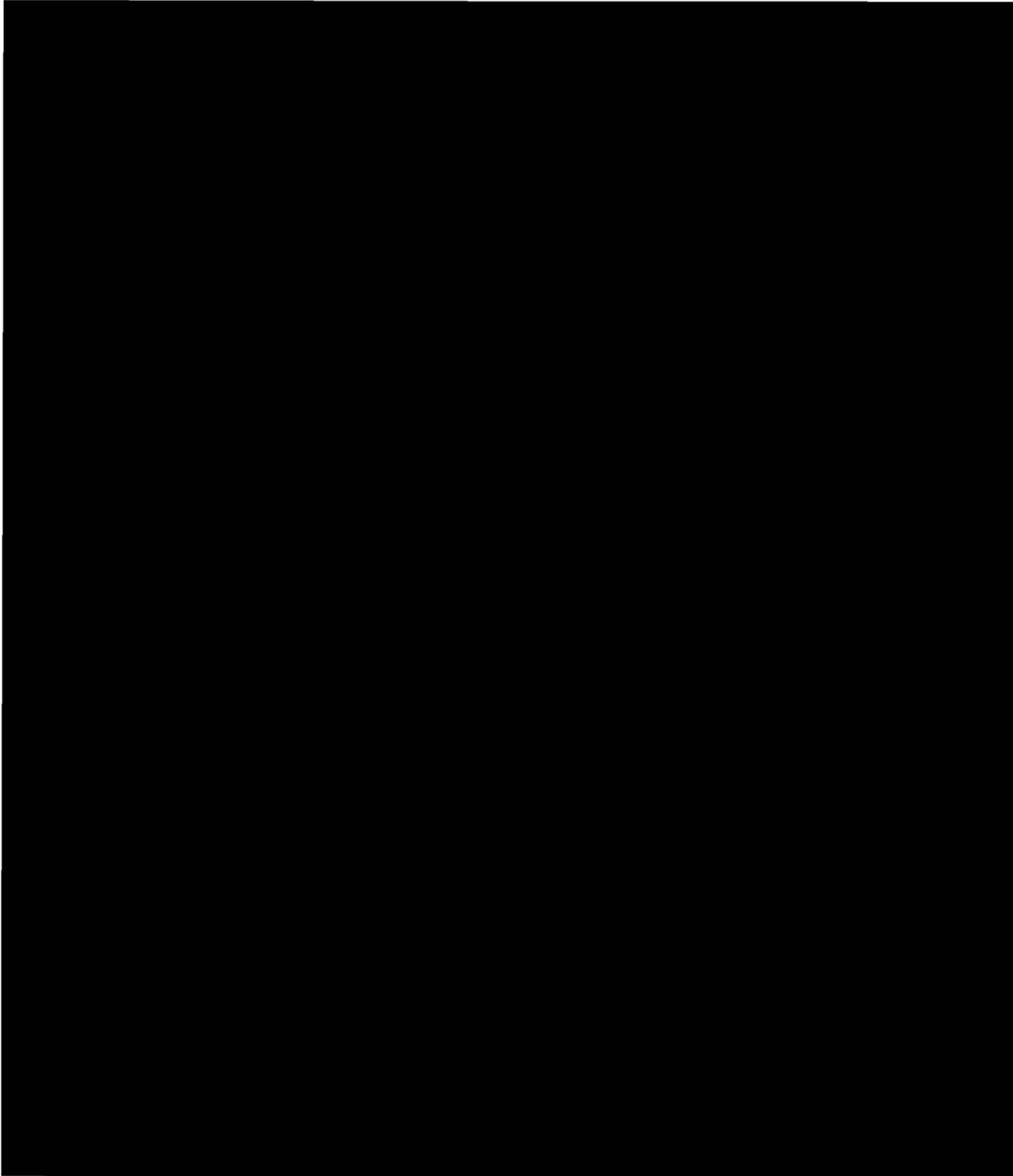
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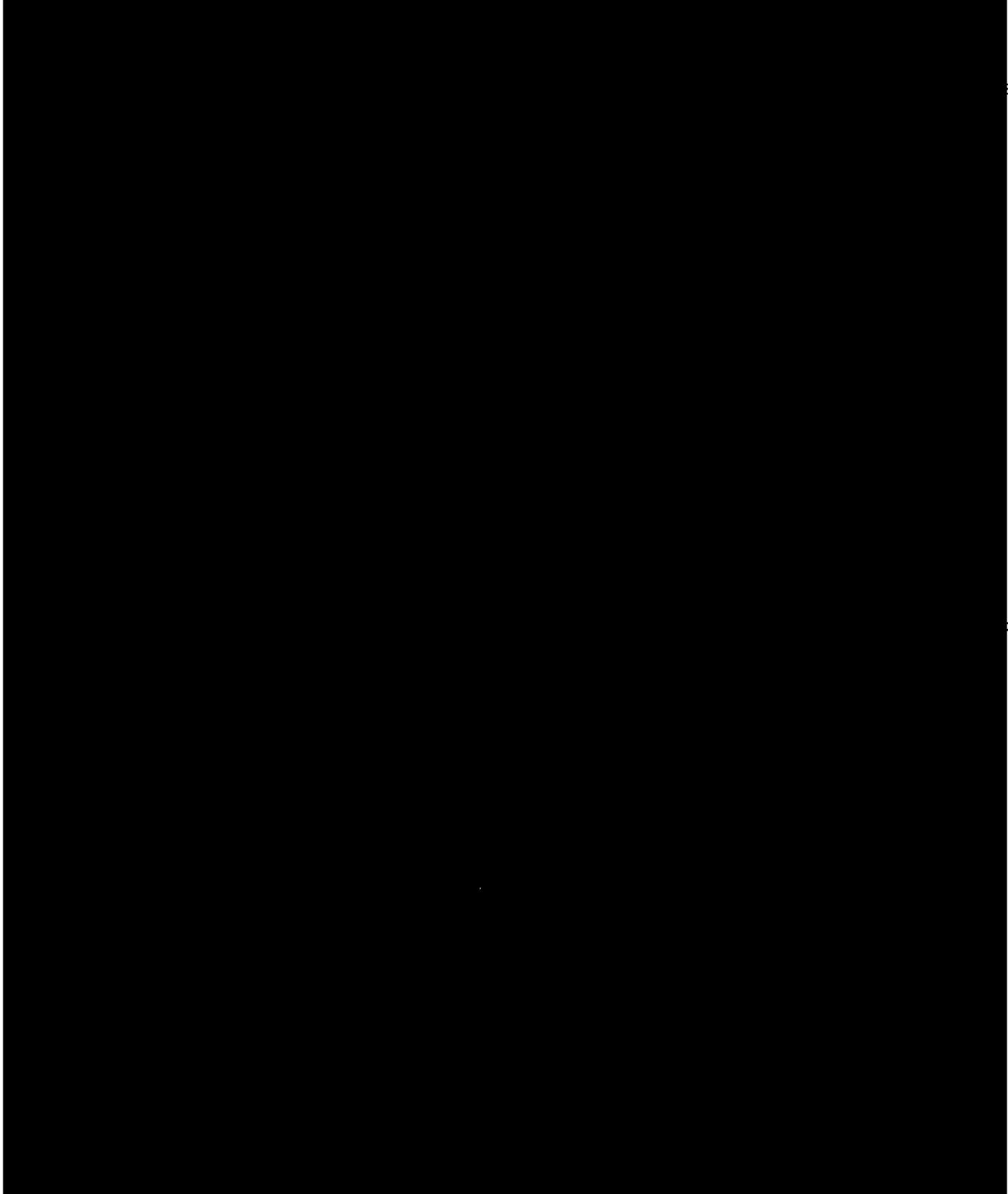


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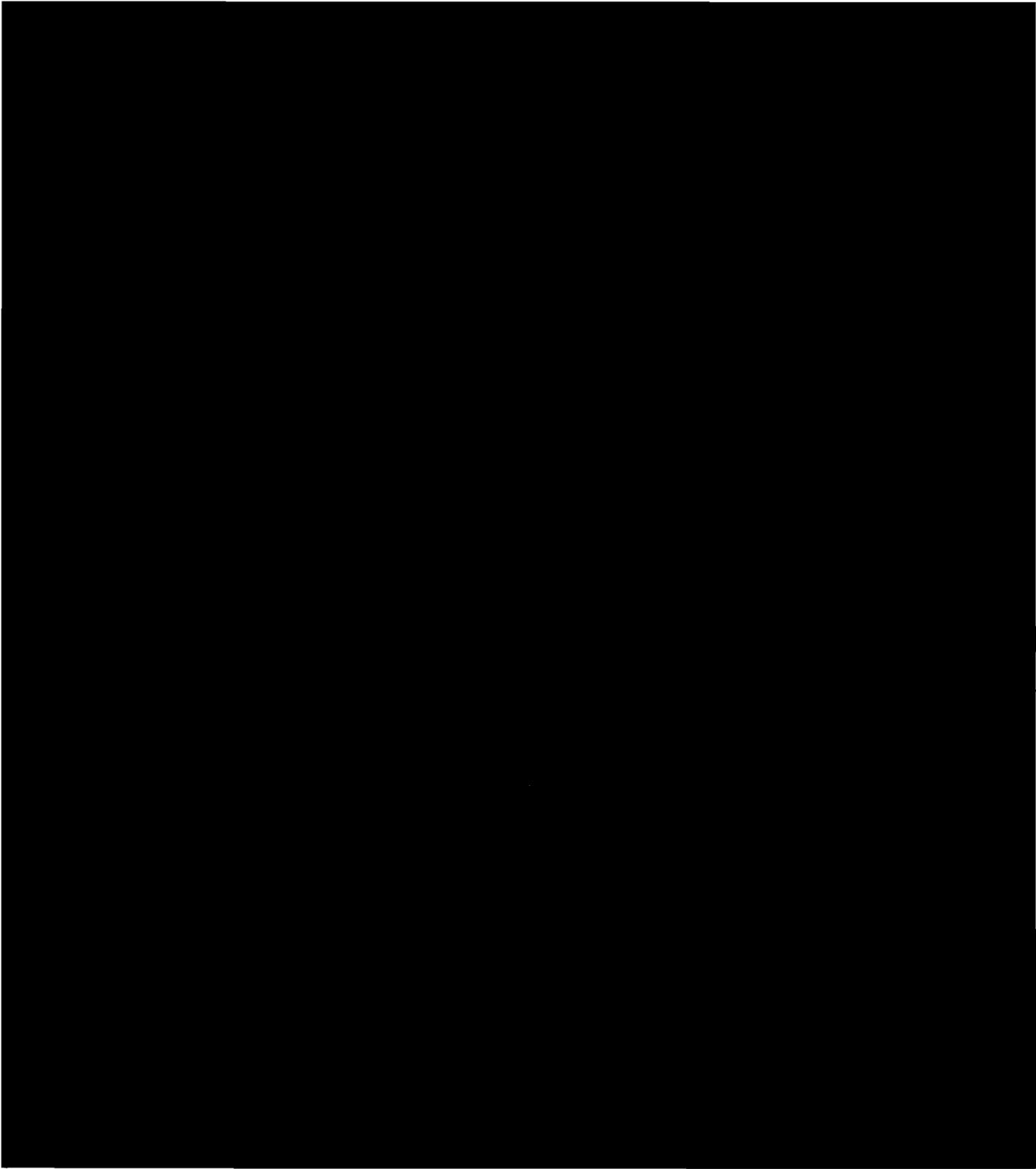


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000706

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

1. AMENDMENT/MODIFICATION NO. P00073		2. EFFECTIVE DATE 16-Dec-2002	4. REQUISITION/PURCHASE REQ. NO.	1. CONTRACT ID CODE V	PAGE OF PAGES 1 8	
6. IF BY [Redacted] CODE W31RPD	7. ADMINISTERED BY (If other than item 4) DEAN TYNGSBORO PO BOX 688 TYNGSBORO MA 01789		3. PROJECT NO (If applicable) NONE			

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) RAYTHEON COMPANY 180 HARTWELL ROAD BEDFORD MA 01730-9090		9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
		X 10A. MOD. OF CONTRACT/ORDER NO. DAS80-98-C-0001
		X 10B. DATED (SEE ITEM 13) 20-Aug-1998

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer  is extended,  is not extended.

Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:  
 (a) By completing Items R and S, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted;  
 or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided such telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)  
See Schedule

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF FAR 6.203-1

D. OTHER (Specify type of modification and authority)

IMPORTANT: Contractor  is not,  is required to sign this document and return \_\_\_\_\_ copies to the issuing office.

DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
or

C. \_\_\_\_\_ date listed in block 10B of this modification should read 30 Jan 98.

Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

(b)(6)	(b)(6)
10C. DATE SIGNED	10C. DATE SIGNED
	DEC 16 2002

000707

AMENDMENT/MODIFICATION NO. <b>30073</b>	3. EFFECTIVE DATE <b>18-Dec-2002</b>	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
ISSUED BY <b>TRACE &amp; MISSILE DEFENSE COMMAND</b> 00 MUNTSVILLE AL 35807-3801	CODE <b>W31RPD</b>	7. ADMINISTERED BY (If other than item 6) DCM TYNGSBORO PO BOX 888 TYNGSBORO MA 01879	CODE <b>NONE</b>

NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) RAYTHEON COMPANY 180 HARTWELL ROAD BEDFORD MA 01730-0000	9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED (SEE ITEM 11)
	X 10A. MOD. OF CONTRACT/ORDER NO. <b>DASG80-98-C-0001</b>
	X 10B. DATED (SEE ITEM 13) <b>20-Aug-1998</b>

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer  is extended,  is not extended.

Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:  
 (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

ACCOUNTING AND APPROPRIATION DATA (If required)  
**See Schedule**

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS.  
 IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(H).
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: 03-1 ER (Specify type of modification and authority)

IMPORTANT: Contractor  is not,  is required to sign this document and return 1 copies to the issuing office.

DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
**See page 2**

NOTE: The date listed in block 10B of this modification should read 30 Jan 98.

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

5A. NAME AND TITLE OF SIGNER (Type or print)	[Redacted Signature]	
5B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16C. DATE SIGNED
(Signature of person authorized to sign)	(Signature of Contracting Officer)	16-Dec-2002

000708

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

**The following items are applicable to this modification:**

SECTION A - SOLICITATION/CONTRACT FORM

LETTER CONTRACT

LETTER CONTRACT (Applicable to CLINs 0013 through 0016 only.)

- a. This document constitutes a contract on the terms and conditions set forth herein and signifies the intention of the U.S. Army Space and Missile Defense Command (USASMDC) to execute a formal cost plus incentive fee type contract modification for the performance of the effort as set forth herein.
- b. In accordance with Federal Acquisition Regulation (FAR) Clause 52.216-23 entitled "Execution and Commencement of Work," you are directed to proceed immediately to commence performance of the work, and to pursue such work with all diligence to the end that the effort may be performed within the time specified in Section F hereof. You are reminded that, pending definitization, the maximum liability of the Government is as stated in FAR Clause 52.216-24, "Limitation of Government Liability," incorporated in full text in Section I herein.
- c. In accordance with Defense FAR Supplement (DFARS) 252.217-7027 entitled "Contract Definitization," you shall submit a cost plus incentive fee proposal for the effort covered by this document. Your proposal should be supported by a cost breakdown reflecting the factors outlined in FAR 15.408, Table 15-2, "Instructions for Submitting Cost/Price Proposals When Cost or Pricing Data are Required," and such other information as may be specified herein. A Certificate of Current Cost or Pricing Data shall be submitted upon agreement of contract price.
- d. The definitive contract modification resulting from this undefinitized action shall not exceed \$48,000,000 (\$37,000,000 for CLIN 0013/0014 and \$11,000,000 for O&S Option, CLIN 0015/0016).
- e. Please indicate your acceptance of the foregoing by signing the attached Standard Form 30 and returning it with all supporting documentation to the issuing office.
- f. This contract action is entered into pursuant to 10 U.S.C. 2304(c)(1) and 10 U.S.C 2304(d)(1)(B) and any required justification and approval has been executed.

MODIFICATION

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

Whereas, the government desires to add CLIN 0013/0014, Spiral 1 – COTS-Based System, and CLIN 0015/0016 (Option V), Operation and Sustainment Support for Spiral 1; and

Whereas, the parties agree to a Not-to-Exceed (NTE) amount of \$48,000,000 (\$37,000,000, inclusive of fee, for CLINs 0013/0014 and \$11,000,000, inclusive of fee, for option CLINs 0015/0016) for this additional effort; and

Whereas, pursuant to the Limitation of Government Liability clause, funds in the amount of \$4,775,000 are provided under CLIN 0013 for commencement of this effort, and

NOW, THEREFORE, the contract is changed as follows:

1. SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS:

- a. Paragraph B-1. Line Item Description is revised to add CLINs 0013/0014 and option CLINs 0015/0016 as follows:

000709

**BASIC**

0013	Spiral 1 – COTS – Based System  Statement of Work SW-JLENS-16-97, dated 3 Dec 02, Rev 4, titled “JLENS Program, Spiral 1”, incorporated herein and attached as set forth in Part III, Section J, hereof. Paragraphs 1.1, 1.2, 1.3, 2.1, 2.2, 2.3, 2.4, 2.5, 2.6.2, 2.6.3, 2.9, 3.1, 3.2, 3.3, 3.4, 3.5.1, 3.5.2, 3.5.3, 3.5.4, 3.5.5, 3.5.6, 3.5.7, 3.7, 3.8, 3.9, 3.9.1, 3.9.2, 3.10.1, 3.10.1.1, 3.10.1.2, 4.1, 4.2, 5.1, 5.2, 5.3, 5.4, 5.5, 5.6, 6.1.2, 6.1.3, 6.1.4, 6.1.5, 6.1.6, 6.2, 6.3, 6.4, 7.0	1	Task	\$37,000,000  NTE*
0014	Contract Data Requirements List (CDRL), DD Form 1423, Exhibit A, consisting of Exhibit Line Item Nos. A001 through A006 and A008 through A020 and A022 incorporated herein and attached as set forth in Part III, Section J, hereof.	1	Lot	Not Separately Priced

**OPTION V**

0015	Operations & Sustainment – Statement of Work SW-JLENS-16-97, dated 3 Dec 02, Rev 4, titled “JLENS Program, Spiral 1”, incorporated herein and attached as set forth in Part III, Section J, hereof. Paragraphs 1.1, 1.2, 1.3, 2.1, 2.2, 2.3, 2.4, 2.5, 2.6.1, 2.9, 3.1, 3.4, 3.5.1, 3.5.6, 3.7, 3.8, 5.6, 6.1.2, 6.1.3, 6.1.4, 6.1.5, 6.1.6, 6.2, 6.3, 6.4, 7.0, and 8.0	1	Task	\$11,000,000  NTE*
0016	Contract Data Requirements List (CDRL), DD Form 1423, Exhibit B, consisting of Exhibit Line Item Nos. A001, A002, A005, A006, A010, A012, A018, A019, A020, and A021 incorporated herein and attached as set forth in Part III, Section J, hereof.	1	Lot	Not Separately Priced

**\*Not-to-Exceed (NTE) subject to downward negotiations only.**

b. Paragraph B-12 is changed to read as follows:

B-12. SEPARATE APPLICATION OF FUNDING: The Limitation of Funds and Allowable Cost and Payments clauses apply separately to each of CLIN sets: 0001/0002, 0003/0004, 0005/0006, 0007/0008, 0009/0010, 0011/0012, and upon definitization of this letter contract modification, 0013/0014 and 0015/0016.

c. Paragraph B-13 is added to read as follows:

B-13. TARGET COST, TARGET FEE, MINIMUM INCENTIVE FEE, MAXIMUM INCENTIVE FEE, AND INCENTIVE ARRANGEMENT FOR CLINs 0013/0014:

a. Target Cost:	\$ TBD
b. Target Fee:	\$ TBD
c. Minimum Incentive Fee:	\$ TBD

000710

- d. Maximum Incentive Fee: \$ TBD
- e. Total Target Cost and Target Fee: \$37,000,000\*

**\*NOT-TO-EXCEED (NTE) SUBJECT TO DOWNWARD NEGOTIATIONS ONLY.**

d. Paragraph B-14 is added to read as follows:

**B-14. INCENTIVE FEE FOR CLINs 0013/0014:**

In accordance with General Provisions FAR 52.216-7, entitled "Allowable Cost and Payments", and FAR 52.216-10, entitled "Incentive Fee", the total amount for reimbursement of cost and fee for performance under CLINs 0013 and 0014 are set forth below:

Target Cost	\$ TBD
Target Fee	\$ TBD
Incentive Arrangement:	Maximum Fee: \$ TBD
	Minimum Fee: \$ TBD

(Share Ratio: Government/Contractor)

Underrun: [REDACTED] for the amount by which the total allowable cost is less than the target cost until maximum fee is attained. (b)(4)

Overrun: [REDACTED] for the amount by which the total allowable cost exceeds the target cost until minimum fee is attained. (b)(4)

**FAR 52.216-10 INCENTIVE FEE**

Paragraph (e)(1) is stated as follows:

(e) Fee payable. (1) The fee payable under this contract shall be the target fee increased by [REDACTED] for every dollar that the total allowable cost is less than the target cost or decreased by [REDACTED] for every dollar that the total allowable cost exceeds the target cost. In no event shall the fee be greater than [REDACTED] or less than [REDACTED] of the target cost. (b)(4)

e. Paragraph B-15 is added to read as follows:

**B-15. ESTIMATED COST, FIXED FEE, AND TOTAL AMOUNT FOR CLINs 0015/0016:**

- a. The estimated cost, inclusive of fixed fee, is \$ TBD.
- b. The fixed fee is \$ TBD.
- c. The total is \$11,000,000 NTE\*

**\*NOT-TO-EXCEED (NTE) SUBJECT TO DOWNWARD NEGOTIATIONS ONLY.**

**2. SECTION F – DELIVERIES OR PERFORMANCE:**

a. Paragraph F-1. COMPLETION OF REQUIREMENT; is modified to add subparagraphs g. and h. as follows:

g. The contractor shall complete the task required by CLIN 0013 and completed delivery of all data and reports required by CLIN 0014 by 30 Jun 05.

000711

h. The contractor shall complete the task required by CLIN 0015 and complete delivery of all data and reports required by CLIN 0016 by 30 Sep 06.

b. Paragraph F-5. MILESTONE EVENTS AND PERFORMANCE PERIOD: CLINs 0013/0014 and 0015/0016 milestones are added as follows:

MILESTONE EVENT	TIME PERIOD	
<u>CLIN 0013 – Spiral 1</u>		
System Requirements Review	First Quarter FY 03	
Design Review	Second Quarter FY 03	
Processing Station IPR	Third Quarter FY 03	
Platform IPR	Fourth Quarter FY 03	
Payload IPR	First Quarter FY 04	
System IPR	Second Quarter FY 04	
Radar Ground Test	Third Quarter FY 04	
	Fourth Quarter FY 04	(b)(3)(A) (i)&Title 10
Integration and Test Site	First Quarter FY 05	Sec 130 (a)(b)
Elevated Test	Second Quarter FY 05	
	Third Quarter FY 05	(b)(3)(A) (i)&Title 10 Sec 130 (a)(b)
<u>CLIN 0015</u>		
Integration and Test Site	First Quarter FY 05	
Elevated Test	Second Quarter FY 05	
	Third Quarter FY 05	(b)(3)(A) (i)&Title 10 Sec 130 (a)(b)

3. SECTION G - CONTRACT ADMINISTRATION DATA:

a. Paragraph G-5, Accounting and Appropriation Data (CLINs 0013 and 0014), is added as follows:

ACRN:	AU
CUMULATIVE AMOUNT:	\$4,775,000
ACCT CLASS:	213 2040 5Q 5Q17 P172419E55 255Y ER3D730000 S01021 ER3D730000/34KJLE/4K0000
ORDER NO:	ER3D730000-01 FUNDED AMT: \$ 775,000 (P00073) ER3D730000-02 FUNDED AMT: \$4,000,000 (P00073)

b. Paragraph G-6, Implementation of and Explanation of the Relationship of the Limitation of funds (LOF) Clause to Fee Obligations, paragraph g. (CLINs 0013 and 0014) is added as follows:

000712

g. CLINs 0013 and 0014:

- |   |               |
|---|---------------|
| (1) Amount Required for Full Funding, Including Fee(s):               | \$37,000,000* |
| (2) Amount Allotted under the LOF Clause for Payment of Target Costs: | TBD**         |
| (3) Amount Separately Obligated for Payment for Target Fee:           | TBD**         |
| (4) Total Amount Allotted and Obligated:                              | TBD**         |
| (5) Net Amount Required for Full Funding:                             | TBD**         |
| (6) Estimated Period of Performance the Allotted Amount will cover:   | TBD**         |

**\*NOT-TO-EXCEED (NTE) SUBJECT TO DOWNWARD NEGOTIATIONS ONLY.**

**\*\* TO BE INSERTED UPON DEFINITIZATION OF THIS LETTER CONTRACT MODIFICATION.**

4. SECTION H – SPECIAL CONTRACT REQUIREMENTS:

- a. Paragraph H-3. OPTIONS is modified to add CLINs 0015 and 0016 (Option V) as follows:

CLINs 0015 and 0016 (Option V)

NLT 30 Apr 05

- b. Paragraph H-6. DISTRIBUTION CONTROL OF TECHNICAL INFORMATION: Paragraph b(1) is changed to read as follows:



(b)(7)(E)

- c. Paragraph H-10. INCREMENTAL FUNDING OF THE CONTRACT: Paragraph c., CLIN 0013 is added as follows:

CLIN 0013	Current Obligations	TBD*
	FY 03	TBD*
	FY 04	TBD*
	FY 05	TBD*

**\* TO BE INSERTED UPON DEFINITIZATION OF THIS LETTER CONTRACT MODIFICATION.**

4. SECTION I – CONTRACT CLAUSES:

- a. FAR 52.216-24, LIMITATION OF GOVERNMENT LIABILITY (APR 1984) is added as follows:

(a) In performing CLIN 0013/0014 of this contract, the Contractor is not authorized to make expenditures or incur obligations exceeding \$4,775,000 dollars.

(b) The maximum amount for which the Government shall be liable for CLIN 0013/0014 if this contract is terminated is \$4,775,000 dollars.

- b. FAR 52.216-26, PAYMENTS OF ALLOWABLE COSTS BEFORE DEFINITIZATION (MAR 2000) is added as follows, applicable to CLIN 0013/0014 only:

000713

(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) One hundred 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 80 percent of the allowable costs of those subcontractors.

(2) One hundred percent of approved costs representing cost-reimbursement subcontracts; provided, that the Government's payments to the Contractor shall not exceed 85 percent of the allowable costs of those subcontractors.

(3) Eighty-five 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 85 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, provided payments will be made-

(A) In accordance with the terms and conditions of a subcontract or invoice; and

(B) Ordinarily prior to the submission of the Contractor's next 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

000714

(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.

c. DFARS 252.217-7027, CONTRACT DEFINITIZATION (OCT 1998) is added as follows:

(a) A cost-plus-incentive-fee contract 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 a cost-plus-incentive-fee proposal and cost or pricing data supporting its proposal.

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

Submission of Proposal:	30 days after award of letter contract modification
Begin Negotiations:	120 days after award of letter contract modification
Definitization of Modification:	180 days after award of letter contract modification

(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.

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(d) The definitive contract resulting from this undefinitized contract action will include a negotiated cost-plus-incentive-fee ceiling in no event to exceed \$37,000,000 for CLINs 0013/0014 and a negotiated cost-plus-fixed-fee ceiling in no event to exceed \$11,000,000 for CLINs 0015/0016.

5. SECTION J – LIST OF ATTACHMENTS:

Section J is changed as shown below:

<u>TITLE</u>	<u>DATE</u>	<u># OF PAGES</u>
Scope of Work SW-JLENS-16-97, "JLENS Program, Spiral 1" Rev 4	3 Dec 02	12
Contract Data Requirements List (DD Form 1423) Exhibits A, B, and C, with Distribution List & Data Item Nos. A001 through A022	1 Oct 02	22
Joint Land Attack Cruise Missile Defense Elevated Netted Sensor System (JLENS) Performance Specification (JPS) – Spiral 1	30 Oct 02	12

6. Pending definitization of this letter contract modification, FAR clause 52.232-22, Limitation of Funds; FAR clause 52.216-7, Allowable Cost and Payment; FAR clause 52.216-8, Fixed Fee; and FAR clause 52.216-10, Incentive Fee are not applicable to CLINs 0013/0014 and 0015/0016. All other terms and conditions of the contract are applicable.

7. The following page substitutions are hereby incorporated into the contract:

<u>DELETE</u>	<u>ADD</u>
Page 7, Modification P00051	Page 3Ai, Modification P00073
Page 10, Modification P00034	Page 7, Modification P00073
Page 15, Modification P00051	Page 7A, Modification P00073
Page 17, Modification P00045	Page 10, Modification P00073
Page 20, Basic Contract	Page 10A, Modification P00073
Page 22, Modification P00034	Page 11A, Modification P00073
Page 31, Basic Contract	Page 13D, Modification P00073
	Page 15, Modification P00073
	Page 17, Modification P00073
	Page 20, Modification P00073
	Page 22, Modification P00073
	Page 31, Modification P00073
	Page 31A, Modification P00073
	Page 31B, Modification P00073
	Page 31C, Modification P00073
Page 35, Basic Contract	Page 35, Modification P00073
	Page 46A, Modification P00073
Page 49, Modification P00051	Page 49, Modification P00073

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**BASIC**

0013	Spiral 1 – COTS – Based System  Statement of Work SW-JLENS-16-97, dated 3 Dec 02, Rev 4, titled “JLENS Program, Spiral 1”, incorporated herein and attached as set forth in Part III, Section J, hereof. Paragraphs 1.1, 1.2, 1.3, 2.1, 2.2, 2.3, 2.4, 2.5, 2.6.2, 2.6.3, 2.9, 3.1, 3.2, 3.3, 3.4, 3.5.1, 3.5.2, 3.5.3, 3.5.4, 3.5.5, 3.5.6, 3.5.7, 3.7, 3.8, 3.9, 3.9.1, 3.9.2, 3.10.1, 3.10.1.1, 3.10.1.2, 4.1, 4.2, 5.1, 5.2, 5.3, 5.4, 5.5, 5.6, 6.1.2, 6.1.3, 6.1.4, 6.1.5, 6.1.6, 6.2, 6.3, 6.4, 7.0	1	Task	\$37,000,000  NTE*
0014	Contract Data Requirements List (CDRL), DD Form 1423, Exhibit A, consisting of Exhibit Line Item Nos. A001 through A006 and A008 through A020 and A022 incorporated herein and attached as set forth in Part III, Section J, hereof.	1	Lot	Not Separately Priced

**OPTION V**

0015	Operations & Sustainment – Statement of Work SW-JLENS-16-97, dated 3 Dec 02, Rev 4, titled “JLENS Program, Spiral 1”, incorporated herein and attached as set forth in Part III, Section J, hereof. Paragraphs 1.1, 1.2, 1.3, 2.1, 2.2, 2.3, 2.4, 2.5, 2.6.1, 2.9, 3.1, 3.4, 3.5.1, 3.5.6, 3.7, 3.8, 5.6, 6.1.2, 6.1.3, 6.1.4, 6.1.5, 6.1.6, 6.2, 6.3, 6.4, 7.0, and 8.0	1	Task	\$11,000,000  NTE*
0016	Contract Data Requirements List (CDRL), DD Form 1423, Exhibit B, consisting of Exhibit Line Item Nos. B001 through B010, incorporated herein and attached as set forth in Part III, Section J, hereof.	1	Lot	Not Separately Priced

\*Not-to-Exceed (NTE) subject to downward negotiations only.

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e. CLIN 0007 (if exercised) will be considered complete based upon the completion of the statement of work requirements.

f. CLIN 0011 (if exercised) will be considered complete based upon completion of the statement of work requirements.

g. CLINs 0002, 0004, 0006 (if exercised), 0008 (if exercised), and 0012 (if exercised) will be considered complete based upon a determination that all data and reports have been submitted and accepted, as set forth in Block 8 of each exhibit line item number of the DD Form 1423.

**B-12. SEPARATE APPLICATION OF FUNDING:** The Limitation of Funds and Allowable Cost and Payments clauses apply separately to each of CLIN sets: 0001/0002, 0003/0004, 0005/0006, 0007/0008, 0009/0010, 0011/0012, and upon definitization of this letter contract modification, 0013/0014 and 0015/0016.

**B-13. TARGET COST, TARGET FEE, MINIMUM INCENTIVE FEE, MAXIMUM INCENTIVE FEE, AND INCENTIVE ARRANGEMENT FOR CLINs 0013/0014:**

- a. Target Cost: \$ TBD
- b. Target Fee: \$ TBD
- c. Minimum Incentive Fee: \$ TBD
- d. Maximum Incentive Fee: \$ TBD
- e. Total Target Cost and Target Fee: \$37,000,000\*

**\*NOT-TO-EXCEED (NTE) SUBJECT TO DOWNWARD NEGOTIATIONS ONLY.**

**B-14. INCENTIVE FEE FOR CLINs 0013/0014:**

In accordance with General Provisions FAR 52.216-7, entitled "Allowable Cost and Payments", and FAR 52.216-10, entitled "Incentive Fee", the total amount for reimbursement of cost and fee for performance under CLINs 0013 and 0014 are set forth below:

Target Cost	\$ TBD
Target Fee	\$ TBD
Incentive Arrangement: Maximum Fee:	\$ TBD
Minimum Fee:	\$ TBD

(Share Ratio: Government/Contractor)

Underrun: [redacted] for the amount by which the total allowable cost is less than the target cost until maximum fee is attained.

(b)(4)

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**SECTION F - DELIVERIES OR PERFORMANCE**

**F-1. COMPLETION OF REQUIREMENT:**

a. The contractor shall complete the task required by CLIN 0001 and complete delivery of all data and reports required by CLIN 0002 by 30 Aug 99.

b. The contractor shall complete the task required by CLIN 0003 and complete delivery of all data and reports required by CLIN 0004 by 30 Sep 05.

c. The contractor shall complete the task required by CLIN 0005 and complete delivery of all data and reports required by CLIN 0006 by 30 Sep 05 for each Subclin, if exercised.

d. The contractor shall complete the task required by CLIN 0007 and complete delivery of all data and reports required by CLIN 0008 by 30 Sep 05 for each Subclin, if exercised.

e. The contractor shall provide all level of effort, data, and reports required by CLINs 0009 and 0010 by 30 Sep 05.

f. The contractor shall complete the task required by CLIN 0011 and complete delivery of all data and reports required by CLIN 0012 by 30 Sep 07.

g. The contractor shall complete the task required by CLIN 0013 and completed delivery of all data and reports required by CLIN 0014 by 30 Jun 05.

h. The contractor shall complete the task required by CLIN 0015 and complete delivery of all data and reports required by CLIN 0016 by 30 Sep 06.

**F-2. DATA AND REPORTS:** The contractor shall prepare and deliver data and reports in accordance with the Contract Data Requirements List, DD Form 1423.

**F-3. PLACE AND METHOD OF DELIVERY:**

a. The contractor shall deliver the reports and data specified in the Contract Data Requirements List, DD Form 1423, transportation charges paid, and addressed to the attention of offices by symbol as shown in Block 14 of DD Form 1423.

b. The contractor shall furnish the Procuring Contracting Officer and the Administrative Contracting Officer one (1) copy of the transmittal letters submitting data requirements to the offices shown in Block 14 of DD Form 1423.

**F-4. CLAUSE INCORPORATED BY REFERENCE (JUN 1988)(FAR 52.252-2):** This contract incorporates one or more clauses by reference, with the same force and effect as if it were given in full text. Upon request, the Contracting Officer will make its full text available.

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FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSE

<u>CLAUSE NUMBER</u>	<u>FAR CITATION</u>	<u>CLAUSE TITLE</u>	<u>DATE</u>
1	52.242-15	STOP WORK ORDER ALTERNATE I	AUG 1989 APR 1984

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CLIN 0013 – Spiral 1

System Requirements Review

First Quarter FY 03

Design Review

Second Quarter FY 03

Processing Station IPR

Third Quarter FY 03

Platform IPR

Fourth Quarter FY 03

Payload IPR

First Quarter FY 04

System IPR

Second Quarter FY 04

Radar Ground Test

Third Quarter FY 04

[REDACTED]

Fourth Quarter FY 04

Integration and Test Site

First Quarter FY 05

Elevated Test

Second Quarter FY 05

[REDACTED]

Third Quarter FY 05

CLIN 0015

Integration and Test Site

First Quarter FY 05

Elevated Test

Second Quarter FY 05

[REDACTED]

Third Quarter FY 05

(b)(3)(A)  
(i)&Title  
10 Sec  
130 (a)(b)

(b)(3)(A)  
(i)&Title  
10 Sec 130  
(a)(b)

(b)(3)(A)  
(i)&Title  
10 Sec  
130 (a)(b)

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RAYTHEON COMPANY

MODIFICATION P00073 TO  
CONTRACT DASG60-98-C-0001  
PAGE 13D OF 49 PAGES  
ADDED: MOD P00073

ACRN:	AU
CUMULATIVE AMOUNT:	\$4,775,000
ACCT CLASS:	213 2040 5Q 5Q17 P172419E55 255Y ER3D730000 S01021 ER3D730000/34KJLE/4K0000
ORDER NO:	ER3D730000-01 FUNDED AMT: \$ 775,000 (P00073) ER3D730000-02 FUNDED AMT: \$4,000,000 (P00073)

000723

d. CLINs 0011 and 0012:

(1) Amount Required for Full Funding, Including Fee(s):	\$ <u>41,558,000*</u>
(2) Amount Allotted Under the LOF Clause for Payment of Costs:	\$ <u>-0-</u>
(3) Amount Separately Obligated for Payment of Fee:	\$ <u>-0-</u>
(4) Total Amount Allotted and Obligated:	\$ <u>-0-</u>
(5) Net Amount Required for Full Funding:	\$ <u>41,558,000*</u>
(6) Estimated Period of Performance the Allotted Amount Will Cover:	

**\*NOT-TO-EXCEED (NTE)**

g. CLINs 0013 and 0014:

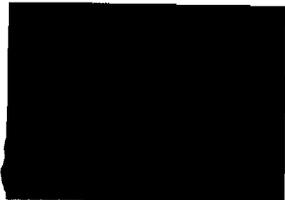
(1) Amount Required for Full Funding, Including Fee(s):	\$ <u>37,000,000*</u>
(2) Amount Allotted Under the LOF Clause for Payment of Costs:	\$ <u>TBD**</u>
(3) Amount Separately Obligated for Payment of Target Fee:	\$ <u>TBD**</u>
(4) Total Amount Allotted and Obligated:	\$ <u>TBD**</u>
(5) Net Amount Required for Full Funding:	\$ <u>TBD**</u>
(6) Estimated Period of Performance the Allotted Amount Will Cover:	TBD

**\*NOT-TO-EXCEED (NTE) SUBJECT TO DOWNWARD NEGOTIATIONS ONLY.**

**\*\*TO BE INSERTED UPON DEFINITIZATION OF THIS LETTER CONTRACT MODIFICATION.**

G-7. DELETED

G-8. Remittance Address:



(b)(4)

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H-3 OPTIONS: The option CLINs stipulated in the contract may be exercised at the unilateral option of the government. The exercise of the option CLIN shall be by written notice provided to the contractor by the Contracting Officer not later than the dates shown below provided preliminary notice is given by the government thirty (30) days prior to option exercise. The contractor shall incur no costs chargeable to any option CLIN until the Contracting Officer has provided written notification that the option CLIN has been exercised. The option CLINs may be exercised individually and the exercise of an option CLIN will include its attendant data item CLIN:

OPTION	DATE
CLINs 0005/0006 (OPTION I)	
0005AA	NLT 30 Dec 00
0005AB	NLT 30 Dec 02
0005AC	NLT 30 Jun 03
CLINs 0007/0008 (OPTION II)	
0007AA	NLT 30 Nov 01
0007AB	NLT 30 Nov 02
0007AC	NLT 30 Jun 03
CLINs 0011 and 0012 (Option IV)	NLT 30 Dec 05
CLINs 0015 and 0016 (Option V)	NLT 30 Apr 05

CLIN 0009: At the unilateral option of the government, CLIN 0009 may be exercised incrementally or totally at any time during the period of performance of the contract, up to the amount set forth in Section B of the contract. The CPPF unit price per DPPH [REDACTED] will be used to exercise CLIN 0009, if it is exercised incrementally. (b)(4)

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b. Except as may otherwise be set forth in the Contract Data Requirements List (CDRL), DD Form 1423, (i) the distribution of any technical document prepared under this contract, in any stage of development or completion, is prohibited without the approval of the Contracting Officer and (ii) all technical documents prepared under this contract shall initially be marked with the following distribution statement, warning, and destruction notice:

(1) DISTRIBUTION STATEMENT F – Further dissemination only as directed by JLENS Project Office, ATTN: SFAE-AMD-JLN, P.O. Box 1500, Huntsville, AL 35807-3801.

(2) WARNING - This document contains technical data whose export is restricted by the Arms Export Control Act (Title 22, U.S.C., Sec 2751 et seq.) or the Export Administration Act of 1979, as amended, Title 50, U.S.C., app 2401 et seq. Violation of these export laws are subject to severe criminal penalties. Disseminate in accordance with provisions of DOD Directive 5230.25.

(3) DESTRUCTION NOTICE - For classified documents, follow the procedures in DOD 5200.22-M, National Industrial Security Program Operating Manual (NISPOM), Chapter 5, Section 7, or DOD 5200.1-R, Information Security Program Regulation, Chapter IX. For unclassified, limited documents, destroy by any method that will prevent disclosure of contents or reconstruction of the document.

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

H-7. MINIMUM INSURANCE LIABILITY: Pursuant to the requirements of the contract clause 52.228-7, "Insurance - Liability to Third Persons," the contractor shall obtain and maintain at least the following kinds of insurance and minimum liability coverage during any period of contract performance:

a. Workmen's Compensation and Employers' Liability Insurance: Compliance with applicable workmen's compensation and occupational disease statutes is required. Employers' liability coverage in the minimum amount of \$100,000 is required.

b. General Liability Insurance: Bodily injury liability insurance, in the minimum limits of \$500,000 per occurrence, is required on the comprehensive form of policy; however, property damage liability insurance is not required.

c. Automobile Liability Insurance: This insurance is required on the comprehensive form of policy and shall provide bodily injury liability and property damage liability covering the operation of all automobiles used in connection with the performance of the contract. At least the minimum limits of \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage is required.

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	<u>PLANNED DATE OF FUNDING</u>	<u>AMOUNT</u>	<u>CUMULATIVE</u>
		(In Millions)	
CLIN 0003	Current Obligations (Oct 99)		\$31,431,222
	FY 00	16.0000	
	FY 01	17.5000	
	FY 02	20.0650	
	FY 03	20.0650	
	FY 04	20.0650	
	FY 05	20.040254	
CLIN 0005 (OPTION I)	TBD	TBD	
CLIN 0007 (OPTION II)	TBD	TBD	
CLIN 0009 (OPTION III)	TBD	TBD	
CLIN 0011 (OPTION IV)	TBD	TBD	
CLIN 0013	Current Obligations	TBD	
	FY 03	TBD	
	FY 04	TBD	
	FY 05	TBD	

c. The Government may unilaterally change planned allotments. Such changes in planned allotments will not in and of themselves entitle the contractor to an equitable adjustment under this contract. However, any equitable adjustment which is required will be settled in accordance with the CHANGES clause of the contract. If the contractor incurs costs at a pace which exceeds the foregoing allotment schedule then the contractor shall not be entitled to an increase in the potential award fee unless and to the extent that the accelerated spending is caused by a change to the contract independently changing the work.

d. Nothing herein shall be interpreted as creating an obligation in advance of an appropriation or allotment.

e. At any time the contractor determines that the next planned allotment or any succeeding allotment will not be sufficient, the contractor shall notify the Contracting Officer in writing. In accordance with the LIMITATION OF FUNDS clause, this notice is required 30 days prior to the end of the then current funding period. (This notice is in addition to the notice required by paragraph (c) of the LIMITATION OF FUNDS clause.)

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<u>CLAUSE NUMBER</u>	<u>FAR CITATION</u>	<u>CLAUSE TITLE</u>	<u>DATE</u>
97	52.247-64	PREFERENCE FOR PRIVATELY OWNED U.S. FLAG COMMERCIAL VESSELS	AUG 1996
98	52.249-6	TERMINATION (COST REIMBURSEMENT)	SEP 1996
99	52.249-14	EXCUSABLE DELAYS	APR 1984
100	52.251-1	GOVERNMENT SUPPLY SOURCES	APR 1984
101	52.253-1	COMPUTER GENERATED FORMS	JAN 1991
102	52.216-24	LIMITATION OF GOVERNMENT LIABILITY (Set forth in full text herein)	APR 1984
103	52.216-26	PAYMENTS OF ALLOWABLE COSTS BEFORE DEFINITIZATION (Set forth in full text herein)	MAR 2000

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**THE FOLLOWING FAR FULL TEXT CLAUSES APPLY:**

102. FAR 52.216-24, LIMITATION OF GOVERNMENT LIABILITY (APR 1984)

(a) In performing CLIN 0013/0014 of this contract, the Contractor is not authorized to make expenditures or incur obligations exceeding \$4,775,000 dollars.

(b) The maximum amount for which the Government shall be liable for CLIN 0013/0014 if this contract is terminated is \$4,775,000 dollars.

103. FAR 52.216-26, PAYMENTS OF ALLOWABLE COSTS BEFORE DEFINITIZATION (MAR 2000)(applicable to CLIN 0013/0014 only)

(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) One hundred 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 80 percent of the allowable costs of those subcontractors.

(2) One hundred percent of approved costs representing cost-reimbursement subcontracts; provided, that the Government's payments to the Contractor shall not exceed 85 percent of the allowable costs of those subcontractors.

(3) Eighty-five 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 85 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.

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- (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, provided payments will be made-
      - (A) In accordance with the terms and conditions of a subcontract or invoice; and
      - (B) Ordinarily prior to the submission of the Contractor's next 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.

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II. DOD FAR SUPPLEMENT (48 CFR CHAPTER 2) CLAUSES

<u>CLAUSE NUMBER</u>	<u>DFARS CITATION</u>	<u>CLAUSE TITLE</u>	<u>DATE</u>
1	252.203-7001	SPECIAL PROHIBITION ON EMPLOYMENT	NOV 1995
2	252.203-7002	DISPLAY OF DOD HOTLINE POSTER	DEC 1991
3	252.204-7000	DISCLOSURE OF INFORMATION	DEC 1991
4	252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR 1992
5	252.205-7000	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS	DEC 1991
6	252.208-7000	INTENT TO FURNISH PRECIOUS METALS AS GOVERNMENT-FURNISHED MATERIAL	DEC 1991
7	252.209-7000	ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER THE INTER-MEDIATE-RANGE NUCLEAR FORCES (INF) TREATY	NOV 1995
8	252.209-7004	REPORTING OF COMMERCIAL TRANSACTIONS WITH THE GOVERNMENT OF A TERRORIST COUNTRY	SEP 1994
9	252.211-7000	ACQUISITION STREAMLINING	NOV 1995

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<u>CLAUSE NUMBER</u>	<u>DFARS CITATION</u>	<u>CLAUSE TITLE</u>	<u>DATE</u>
52	252.249-7001	NOTIFICATION OF SUBSTANTIAL IMPACT ON EMPLOYMENT	DEC 1991
53	252.249-7002	NOTIFICATION OF ANTICIPATED CONTRACT TERMINATION OR REDUCTION (Set forth in full text herein)	DEC 1996
54	252.251-7000	ORDERING FROM GOVERNMENT SUPPLY SOURCES	MAY 1995
55	252.217-7027	CONTRACT DEFINITIZATION (Set forth in full text herein)	OCT 1998

**THE FOLLOWING DOD FAR SUPPLEMENT FULL TEXT CLAUSES APPLY:**

11. COST ESTIMATING SYSTEM REQUIREMENTS (JUL 1997)(252.215-7002)

(a) Definition. "Estimating system" means the Contractor's policies, procedures, and practices for generating estimates of costs and other data included in proposals submitted to customers in the expectation of receiving contract awards. Estimating system includes the Contractor's --

- (1) Organizational structure;
- (2) Established lines of authority, duties, and responsibilities;
- (3) Internal controls and managerial reviews;
- (4) Flow of work, coordination, and communication; and
- (5) Estimating methods, techniques, accumulation of historical costs, and other analyses used to generate cost estimates.

(b) General.

(1) The Contractor shall establish, maintain, and comply with an estimating system that is consistently applied and produces reliable, verifiable, supportable, and documented cost estimates that are an acceptable basis for negotiation of fair and reasonable prices.

- (2) The system should be --
  - (i) Consistent and integrated with the Contractor's related management systems; and
  - (ii) Subject to applicable financial control systems.

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## 55. CONTRACT DEFINITIZATION (OCT 1998)

(a) A cost-plus-incentive-fee contract 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 a cost-plus-incentive-fee proposal and cost or pricing data supporting its proposal.

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

Submission of Proposal:	30 days after award of letter contract modification
Begin Negotiations:	120 days after award of letter contract modification
Definitization of Modification:	180 days after award of letter contract modification

(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-plus-incentive-fee ceiling in no event to exceed \$37,000,000 for CLINs 0013/0014 and a negotiated cost-plus-fixed-fee ceiling in no event to exceed \$11,000,000 for CLINs 0015/0016.

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<u>TITLE</u>	<u>DATE</u>	<u># OF PAGES</u>
Acronym List	14 Nov 97	7
Rights in Technical Data and Computer Software attached hereto by reference.	12 Oct 99	2
The Section K Representations, Certifications and Other Statements of Offeror submitted by contractor in response to RFP DASG60-97-R-0030 are hereby incorporated into this contract by reference.		
Scope of Work SW-JLENS-16-97, "JLENS Program, Spiral 1" Rev 4	3 Dec 02	12
Contract Data Requirements List (DD Form 1423) Exhibits A, B, and C, with Distribution List & Data Item Nos. A001 through A022	1 Oct 02	22
Joint Land Attack Cruise Missile Defense Elevated Netted Sensor System (JLENS) Performance Specification (JPS) – Spiral 1	30 Oct 02	12

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**PROGRAM EXECUTIVE OFFICE FOR  
AIR AND MISSILE DEFENSE  
JOINT LAND ATTACK CRUISE MISSILE  
DEFENSE ELEVATED NETTED SENSOR  
SYSTEM (JLENS) PROJECT OFFICE**

**JLENS PROGRAM**

**SW-JLENS-16-97**

**DASG60-98-C-0001**

**STATEMENT OF WORK**

**Spiral 1**

3 Dec 02

Rev 4

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## **1.0 INTRODUCTION**

### **1.1 Objectives**

The JLENS Program has three primary objectives: 1) mitigation of the risk associated with the execution of the program, and 2) design, development, fabrication, integration, test, demonstration, and maintenance of a system which meets the JLENS performance requirements, and (3) provide an operational "leave behind" system. (13,15)

### **1.2 Scope**

This Statement of Work (SOW) defines the requirements for a JLENS Program. Technical requirements are contained in the JLENS Performance Specification - Spiral 1 (JPSS1). The JLENS Program is composed of three segments: 1) Risk Mitigation (RM); 2) Design, Development, Demonstration, and Test; and 3) Operations and Sustainment (O&S). The contractor shall design, develop, procure, fabricate, integrate, test, demonstrate, operate, and deliver a system that meets the requirements of this SOW and the Performance Specifications. (13,15)

### **1.3 Integrated Product Teams (IPTs)**

The JLENS system shall be developed using a partnership between the government and industry. The IPTs shall be the basis of the partnership. The contractor shall implement IPTs as an integral part of the JLENS Program. The contractor shall be an integral member of government IPTs and the government will be an integral member of contractor IPTs. (13,15)

## **2.0 PROGRAM MANAGEMENT**

### **2.1 General**

The contractor shall ensure all activities are controlled, scheduled, monitored, reported, and managed consistent with and supportive of the requirements set forth in this SOW. The contractor shall implement an integrated master approach defining the events, accomplishments, criteria, and associated processes in accordance with (IAW) contract Attachment A1 entitled, "Program Management Approach". (13,15)

### **2.2 Meetings and Reviews - Contractor Internal**

The contractor shall identify, conduct, support, attend, and document reviews, and make assessments by which the degree of completion of technical and programmatic efforts related to major schedule milestones can be made. The contractor shall notify and invite the government to all such contractor and subcontractor reviews in a timely manner. (13,15)

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### **2.3 Meetings and Reviews - Contractor/Government**

The contractor shall conduct program reviews (PRs). The PRs shall address technical performance; risk and risk management; cost, technical and schedule progress; program status; staffing; and issues that could affect program execution. The contractor shall relate technical accomplishment to cost and schedule using earned value during PRs. The contractor shall conduct PM level reviews at the request of the JLENS Project Manager. (CDRL A001) (13,15)

### **2.4 Master Integrated Program Schedule (MIPS)**

The contractor shall ensure that all activities are controlled, scheduled, updated, monitored, reported, and managed consistent with and supportive of the requirements set forth in this SOW. The contractor shall develop a separate detailed Master Integrated Program Schedule (MIPS) for the JPSS1, JPSS2 and JPSS3 consistent with the Program Plan, CWBS, and CWBS Dictionary. The contractor shall logically link schedule tasks to reflect the manner in which the work is to be performed, resulting in the ability to analyze a critical path. The contractor shall document and provide the relationship between the MIPS and the CWBS. (CDRL A002) (13,15)

### **2.5 Contract Work Breakdown Structure (CWBS)**

The contractor shall implement and maintain a CWBS and dictionary. The contractor shall use the CWBS as the primary framework for planning, budgeting, controlling, and reporting the status of program cost, schedules, and technical performance. The CWBS shall be developed to lowest level at which work is performed. (CDRL A002) (13,15)

### **2.6 Cost Reporting**

#### **2.6.1 Funds Manhour Expenditure Report**

The contractor shall provide a Funds Manhour Expenditure Report (CDRL A021)(15)

#### **2.6.2 Cost Reporting**

The contractor shall develop and implement a management control process that effectively uses earned value for integrated cost, schedule, and technical performance management and shall conduct an Integrated Baseline Review (IBR) (CDRL A001 and A004). This shall include an earned value management control process that provides the basis for planning and controlling cost and schedule, measuring performance and progress, and generating timely, reliable reports. Data for JPSS1 shall be reported at the critical item level. Lower level reporting may be required based upon risk and shall be determined at the IBR. For JPSS1 the contractor shall prepare and provide a Cost Schedule Status Report (C/SSR)(CDRL A022) and a Contract Funds Status Report (C/FSR)(CDRL A003)(13)

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**2.6.3 Program Cost Estimate**

Rough Order of Magnitude cost for System Development and Demonstration (SDD), procurement, and sustainment shall be developed. Anticipated SDD, production and sustainment requirements shall be provided periodically via a Contracting Officer letter. (CDRL A005)(13)

**2.7 Renumbered previous paragraph to paragraph 2.6.3.**

**2.8 See para 3.1**

**2.9 Data Management**

The contractor shall establish and implement a data management process that shall reproduce, catalog, store, and deliver data items. The contractor shall make available all technical and programmatic data as required by the government. [REDACTED]

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[REDACTED] All contractual data items shall be delivered in electronic format on permitted media. The data shall be usable [REDACTED]

[REDACTED] computers using [REDACTED]

[REDACTED] These requirements may be revised at the sole discretion of the government in order to incorporate newer or improved versions of software. The following electronic media is permissible: the classified JLENS server or CD-ROM, 100 and 250 MB Zip Disks. Media (e.g., diskettes, tapes, etc.) delivered under this contract shall be free of viruses. The contractor shall test such media for viruses prior to delivery. The contractor shall support and provide input to the government in the development of documentation to support the government acquisition documentation. (CDRL A006) (13,15)

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**3.0 SYSTEM ENGINEERING**

**3.1 General**

The contractor shall conduct systems engineering and provide a system design that meets the requirements of this SOW and the performance specifications. The configurations of these systems shall be explained and documented in the System/Subsystem Design Document. Systems Engineering shall include system/subsystem engineering requirements allocation, specification production and configuration management, system analyses, tactical hardware, tactical software, tactical ground support equipment, risk management, radio frequency management, test requirements/plans, interface management and integration, safety, modeling and simulations, Cost as an Independent Variable (CAIV), and technical reviews and meetings. The contractor shall implement CAIV as authorized by the contracting officer IAW contract Attachment 3 entitled, "Cost as An Independent Variable Approach" and IAW contract Attachment 4 entitled, "System Engineering Approach." (13,15)

**3.2 System Engineering Requirements Allocation**

The contractor shall develop and provide a Specification Tree for each radar configuration to the equivalent of the Critical Item (CI)/Prime Item/subsystem level. The contractor shall flow down the requirements of the performance specifications to the equivalent of the CI/Prime Item/subsystem level. The contractor shall implement a producibility and manufacturing program that incorporates producibility and manufacturing into the design. This program shall include design strategies to preclude obsolescence, address production readiness reviews, producibility planning, manufacturing technology insertion and other pertinent efforts associated with manufacturing and production. The contractor shall detail this information in Attachment A4 – "Systems Engineering Approach". The contractor shall develop and maintain hardware design documentation that will allow the contractor to replicate the JLENS hardware. The contractor shall document this requirement allocation and supporting analyses in a Design Notebook (CDRL A008). The Design Notebook shall include refinements of and updates to the information presented in the technical proposal. The contractor shall define and document the details of the design and requirements in hardware and software design specifications (CDRL A009). The contractor shall develop and maintain, in contractor format, design and performance specifications to the Prime Item/subsystem level. The contractor shall develop Interface Control Documents (ICDs) for internal and external interfaces. (CDRL A010)(13)

**3.3 System Analyses**

The contractor shall conduct performance analyses to support the system designs IAW the requirements of performance specification. [REDACTED]

[REDACTED] Performance analyses

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and trade studies shall be completed and system design shall be established prior to DRs. All trade studies shall include CAIV. All analyses and trade studies generated under this section shall be included in the Design Notebook. (CDRL A008) (13)

**3.4 Hardware**

The contractor shall design, fabricate, assemble, integrate and test hardware to meet the requirements of performance specifications and ICDs. The contractor shall provide and maintain sufficient hardware to meet the requirement of this contract. The contractor shall be responsible for total support of the hardware, including all maintenance and provision of spare/repair parts. (13,15)

**3.5 Software**

**3.5.1 Reuse**

The contractor shall maximize use of reusable software products. (13,15)

**3.5.2 Software Engineering Environment (SEE)**

The contractor shall establish, control, and maintain a SEE. The SEE is the facilities, hardware, software, firmware, procedures, and documentation needed to perform software development and software testing. Elements may include, but are not limited to, computer aided software engineering (CASE) tools, software development library, software development files, compilers, assemblers, linkers, loaders, operating systems, debuggers, simulators, emulators, documentation tools, database management systems, simulators, code analyzers, test case generators, and path analyzers. (13)

**3.5.3 Software Development**

The contractor shall develop, document, provide and implement a software development plan. (CDRL A011) The contractor shall design, develop, and integrate software that meets the requirements of the software performance specifications and ICDs. [REDACTED]

[REDACTED]

[REDACTED] The contractor shall document the detailed design and requirements traceability for each software unit in a Software Requirements Specifications. (A009) (13)

**3.5.4 Software Testing**

The contractor shall develop, document, and implement a software test plan for software testing. The contractor shall conduct unit and unit integration testing for all software units and shall document the

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specific test cases and related test procedures. The government may participate in all software testing.  
(A015)(13)

**3.5.5 Software Version**

The contractor shall document the exact version of each software release. [REDACTED]

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**3.5.6 Corrective Action**

The contractor shall implement a closed-loop corrective action system for resolving detected software product problems after Design reviews (DRs). The contractor shall document each detected software product and its solution. (13,15)

**3.5.7 Management Indicators**

The contractor shall collect, interpret, use, and report software management indicators. The contractor shall address software management indicators and corrective actions at the PRs. (13)

**3.6 Deleted**

**3.7** [REDACTED]

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**3.8 Safety**

The contractor shall conduct system safety engineering and hazard tracking in support of all design, development, and test activities. A safety assessment report shall be prepared. (CDRL A012)13,15)

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**3.9 Modeling and Simulation**

The contractor shall implement modeling and simulation IAW contract Attachment A5, entitled, "Simulation, Test and Evaluation Approach." (13)

**3.9.1 Engineering Modeling and Simulations**

The contractor shall develop simulation tools that model system and subsystems performance to support system engineering, design, development, test and evaluation, and operational exercise demonstrations. Simulation results shall be available for government review. [REDACTED]

[REDACTED]

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**3.9.2 System Integration Laboratory (SIL)**

The contractor shall develop and maintain a SIL consisting of simulations, models, hardware and software. The SIL shall be used for integration of hardware and software. [REDACTED]

[REDACTED]

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130 (a)(b)

**3.10 Technical Reviews and Meetings**

**3.10.1 Design Reviews (DRs)**

Using the government approved path to DRs, the contractor shall conduct DRs that meet requirements for system preliminary design review and system critical design review at the contractor's facilities. (CDRL A014)(13)

**3.10.1.1 DR Entrance Criteria**

Minimum DR entrance requirements shall include contractor completed Specification Tree, System Analyses, requirements allocation, and hardware and software prime item specifications, hardware and software design, ICDs, trade studies, status of risk and risk mitigation efforts, test plans, test data; and any additional criteria agreed to at the Program Reviews. (13)

**3.10.1.2 DR Exit Criteria**

Minimum DR exit criteria shall include: government approved DR minutes, closed critical action items as agreed at the DR, establishment of a closed loop action tracking system, hardware drawings and specifications, software requirement specifications, and any additional criteria agreed to at the Program Reviews. (13)

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#### 4.0 RISK MITIGATION

##### 4.1 General

Risk mitigation is the demonstration by the contractor that technical, schedule, and cost risks of the JLENS system have been reduced to acceptable levels to justify entry into the next phase of the JLENS Program. The contractor shall implement the contract Attachment A6 entitled, "Risk Mitigation Approach."  
(13)

##### 4.2 Risk Mitigation Tasks

The contractor shall provide the status of risk mitigation tasks. All changes to the Risk Mitigation Approach shall be submitted to the government for approval. Risk Mitigation shall be addressed at each PR. Risk Mitigation test reports shall be incorporated into the Design Notebook. (CDRL A008)  
(13)

#### 5.0 TEST AND EVALUATION

##### 5.1 General

The contractor shall develop and conduct a contractor Test and Evaluation (T&E) program and support government T&E programs. The contractor's T&E program shall demonstrate that the requirements contained in the performance specifications have been satisfied. The contractor shall maintain traceability of contractor generated prime item and lower level specifications when defining or developing required tests to meet the JLENS test objectives. The contractor shall allow government participation (on a non-interference basis) of contractor and subcontractor tests and demonstrations. The contractor shall implement Test and Evaluation IAW the contract Attachment A5 entitled, "Simulation, Test and Evaluation Approach". As a minimum, the contractor shall perform component and subsystem level testing, system ground tests, elevated tests and system tests. (13)

##### 5.2 Test Plans, Reports, and Reviews

The contractor shall prepare and submit test plans for the system, each prime item, and critical items (CDRL A015). The system test plan shall be known as the Master Test Plan (MTP) and shall address the entire test program including performance and integration testing, and field exercises at the contract/subcontractor facilities and at government test sites. The contractor shall prepare and submit a test report for each test for which a test plan is prepared. The contractor shall conduct test readiness reviews (TRRs) prior to ground testing and system test/demonstrations. The government will be the approval authority for all TRRs. (CDRL A016, A017) (13)

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**5.3 Component and Subsystem Testing**

The contractor shall perform component, subsystem tests and integration testing that demonstrate the maturity of the component and subsystems to enter into Ground Testing. Testing shall be conducted IAW approved test plans. (13)

**5.4 Ground Testing**

The contractor shall perform Ground Testing that demonstrates the maturity of the system to enter into System Test. Ground Testing is the system level demonstration, less air vehicle or with the air vehicle moored, of the functional capability and integration of the system at a land-based site. Testing shall be conducted IAW approved test plans. (A015)(13)

**5.5 System Tests/Demonstrations**

The contractor shall perform system tests/demonstrations that demonstrate all components of the JLENS system

[Redacted]

[Redacted] System tests/demonstrations are system level tests/demonstrations of the technical capability and integration of the system at a land based site with and/or without the air vehicle deployed. [Redacted]

[Redacted] Testing shall be conducted

IAW approved test plans. (13)

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10 Sec 130  
(a)(b)

**5.6 Government Test Support**

The contractor shall support the government in the conduct of JLENS government tests. The contractor shall be responsible for providing test articles (hardware and software) in the approved configuration and the integration/checkout of the system at the government designated test sites. All testing shall be preceded by test readiness reviews (TRRs). Government testing includes engineering tests and tests involving the use of soldier personnel. The contractor shall assist the government with collection, reduction, analysis, and reporting of test data. These tests may be conducted concurrently with contractor tests. (13,15)

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**6.0 SPECIALTY ENGINEERING**

**6.1**

**6.1.1**

**6.1.2 Readiness**

The contractor shall provide reports during government tests and demonstrations, tests requiring government resources, and during exercises on the readiness of the system, mission performance, and significant events. The contractor shall notify the JLENS Project Office telephonically and/or by e-mail and comply with government instruction if the system is down or projected to be down during a test event or is involved in an incident or accident. (CDRL A022)(13,15)

**6.1.3 Status Reporting**

The contractor shall establish an on-line database to document each operational event, maintenance and/or supply actions, training tasks, and action(s) taken as appropriate during government tests and demonstrations, test utilizing government resources, and during exercises. The contractor shall record data within 24 hours of the event. The contractor shall provide the government online access to this database. (13,15)

**6.1.4 Communications**

The contractor shall employ the government furnished T-1 data connections [REDACTED] [REDACTED] to facilitate the transfer of data for training, mission planning, performance analysis, data recording, hardware-in-the-loop (HWIL) testing, and simulations involving systems such as [REDACTED] (13,15)

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(i)&Title  
10 Sec  
130 (a)(b)

(b)(3)(A)  
(i)&Title  
10 Sec 130  
(a)(b)

**6.1.5 Logistics Information Data Base**

The contractor shall establish and maintain a Logistics Management Information database to document requirements to support a tactical system and shall provide the government access to the data. The database shall be continually updated. (13, 15)

**6.1.6 Training**

The contractor shall develop, maintain, and submit a training plan as part of the ISP. The contractor shall develop and conduct a training program for government personnel that provide for proper operation and maintenance of the JLENS system. (13, 15)

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**6.2 Product Assurance**

The contractor shall implement a quality system that meets the requirements of the applicable ISO 9000 series. The quality system procedures, planning, and all other documentation and data which comprise the quality system shall be documented by the contractor and made available for government review at contractor facilities. The contractor shall implement Product Assurance (PA) IAW the contract Attachment A8 entitled, "Product Assurance Approach". (13,15)

**6.3 Environmental Management**

The contractor shall comply with all applicable federal, state, and local laws, regulations, and guidelines. The contractor shall notify the contracting officer immediately upon failure to comply with any regulatory requirements. (CDRL A019)(13,15)

**6.4 Configuration Management**

The contractor shall implement and maintain configuration management control [REDACTED] [REDACTED] The contractor shall develop and maintain a listing and status of all configuration management documentation. The contractor shall implement Configuration management IAW the contract Attachment A9, entitled, "Configuration Management Approach". (13,15)

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(i)&Title  
10 Sec  
130 (a)(b)

**7.0 OPERATIONS SECURITY**

The contractor shall update, provide, and implement the OPSEC Plan. (CDRL A020). The contractor shall update the OPSEC Plan IAW specific instructions of the Contracting Officer/Contracting Officer Representative for Security and USASMDC Industrial OPSEC Guide, September 1991. The contractor shall adhere to the approved OPSEC Plan and the security requirements of the DD Form 254 of this contract. (13,15)

**8.0 OPERATIONS AND SUSTAINMENT**

The contractor shall operate and provide total contractor logistic support of the JLENS system on [REDACTED] The contractor shall be responsible for all aspects of operating, maintaining, repairing, site security and supporting the JLENS system [REDACTED] This includes but is not limited to personnel, consumable and repairable materials, petroleum, oil, and lubricants, helium, maintenance, overhaul and rework, total contractor logistics support, facilities, transportation, and training. The contractor shall support government post fielding evaluation of the JLENS. The contractor shall implement software upgrades. The contractor shall implement these requirements in accordance with Attachment A10 entitled, "Operation and Sustainment Approach". The contractor shall report operation and sustainment activities. (CDRL A001)(15)

(b)(3)(A)  
(i)&Title  
10 Sec  
130 (a)(b)

000746

**Overview**

1.1 The PEO for Air and Missile Defense plans to acquire an elevated fire control and surveillance sensor system [REDACTED]

(b)(3)(A)  
(i)&Title  
10 Sec 130  
(a)(b)

1.1.1 JPSS1 - The material acquired will provide a capability [REDACTED]

[REDACTED] The system configuration is based on the use of Non-Developmental Items (NDI) of hardware and software although some developmental hardware and software, and some modifications to the NDIs will be required. This acquisition spiral leads to the provision of an elevated sensor system that responds to the requirements of the JLENS Operational Requirements Document (ORD).

(b)(3)(A)  
(i)&Title 10  
Sec 130 (a)(b)

It is anticipated that the contractor will provide for JPSS1 Fire Control and Surveillance System the following elements:

- Modified GOTS fire control [REDACTED]
- Contractor Off-the-Shelf (COTS) 32 meter class aerostat system
- Off-the-shelf MIDS, EPLRS, and SINGARS communication systems
- Mobile processing station derived from the JLENS development program
- Contractor Off-the-Shelf (COTS) Inertial navigation system
- Radar Control Software

(b)(3)(A)  
(i)&Title 10  
Sec 130 (a)(b)

**Instructions to the Contractor**

1.2 The contractor should include the appropriate cost in his proposal for Spiral 1 the following:

a. Trained personnel, equipment, supplies, tools, materials, helium, payload, on site security, and associated equipment and services required to operate and maintain the aerostat systems. The contractor shall provide qualified Flight Directors for tests/demonstrations and normal [REDACTED] operations.

(b)(3)(A)  
(i)&Title 10 Sec  
130 (a)(b)

b. At least one exercise at [REDACTED] beginning in FY05 per year. Exercise support includes the relocation and shipment of the hardware and support equipment to the exercise site, operations and maintenance of the system during the exercise, the relocation of the system and support equipment back to the field test site, [REDACTED] and the return of the site to a fully operational condition.

(b)(3)(A)  
(i)&Title 10  
Sec 130 (a)(b)

000747

c. Government-Furnished Equipment

The Contractor shall make maximum use of the items in the Government inventory to test, to be components of, to operate, and to maintain the system. The government plans to provide the contractor access to the government supply system IAW AR 725-50. The contractor should use the government supply system, if it is advantageous to the government, to order spares/repair parts for the repair and maintenance of common items.

The contractor shall, as part of the proposal, identify all equipment (vehicles, generators, forklifts, converters, test equipment, cranes, helium trailers, etc.) required to operate and maintain the system. The contractor shall provide items if not available through the government inventory.

The contractor shall, as part of the proposal, provide a list of these items that includes item nomenclature, item description, model number, justification of need, frequency of use, date required, and procurement cost of each item.

1.3 The contractor shall provide, with the proposal, a description of the Master Test Plan required in SOW at paragraph 5.2. The description shall include a preliminary list of all tests planned and identify the tests for which the contractor will submit test plans and reports per CDRL A015.

000748

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A. CONTRACT LINE ITEM NO. 4, 6, 8, 10, 12, 14, 16	B. EXHIBIT A	C. CATEGORY: TDP _____ TM _____ OTHER _____
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D. SYSTEM/ITEM JLENS	E. CONTRACT/PR NO. DASG60-98-C-0001	F. CONTRACTOR Raytheon
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G. DATA ITEM NO. A001	H. TITLE OF DATA ITEM Records of Meeting/Minutes Report	I. SUBTITLE
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J. AUTHORITY (Data Acquisition Document No.) DI-ADMN-81505	K. CONTRACT REFERENCE SOW Para 2.3, 2.6.2	L. REQUIRING OFFICE SFAE-AMD-JLN
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M. DD 260 REQ LT	N. DIST STATEMENT REQUIRED	O. FREQUENCY As Required	P. DATE OF FIRST SUBMISSION As Required	14. DISTRIBUTION		
Q. APP CODE A		R. AS OF DATE	S. DATE OF SUBSEQUENT SUBMISSION As Required	T. ADDRESSEE		
				U. COPIES		
				V. Draft		
				W. Final		
				X. Reg		
				Y. Repr		

**REMARKS**  
Develop and submit a detailed agenda 10 working days prior to the meeting date. The agenda will include the list of expected government, contractor, subcontractor, and IPT attendees.

Rs: Four program reviews per year shall be conducted rotated among the contractor facilities and the JLENS Project Office, Huntsville, AL.

MR: Project Manager Reviews shall be conducted at the request of the government. The contractor will utilize video teleconference (VTC) to the maximum extent possible to conduct PMRs.

Presentation material, including minutes and action items, shall be submitted.

JTA-A compliance TMS will be held at the request of the government. VTCs will be used to the maximum extent possible.

Submit data supporting JLENS Project Office demonstrating compliance with the current JTA-A standards including: compliance matrix, compliance matrix rationale and waivers where necessary.

Submit the minutes and list of attendees of each meeting within 5 working days after meeting completion. The minutes shall include action items (contractor and government), the person responsible, and required completion date.

Contractor format acceptable. Approval: G10/C10.

Notify addressee at e-mail address in block 14 when deliverable is placed in electronic server. Letter of transmittal must be signed electronically.

Integrated baseline Review (IBR) of restructured program shall be conducted 60-90 days after restructure modification signed by PCO.

17. PRICE GROUP
18. ESTIMATED TOTAL PRICE

1(b)(6)

15. TOTAL	16. DATE 01 Oct 02
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(b)(6)

000749





**CONTRACT DATA REQUIREMENTS LIST**  
(1 Data Item)

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OMB No. 0704-0188

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<b>CONTRACT LINE ITEM NO.</b> 4, 6, 8, 14	<b>B. EXHIBIT</b> A	<b>C. CATEGORY:</b> TDP _____ TM _____ OTHER _____
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<b>SYSTEM/ITEM</b> JLENS	<b>E. CONTRACT/PRI NO.</b> DASG60-98-C-0001	<b>F. CONTRACTOR</b> Raytheon
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<b>DATA ITEM NO.</b> A004	<b>2. TITLE OF DATA ITEM</b> Cost Performance Report (CPR)	<b>3. SUBTITLE</b>
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<b>4. AUTHORITY (Data Acquisition Document No.)</b> DI-ADMN-81466	<b>5. CONTRACT REFERENCE</b> SOW Para 2.6.2	<b>6. REQUIRING OFFICE</b> SFAE-AMD-JLN
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<b>7. ID 260 REQ</b> LT	<b>9. DIST STATEMENT REQUIRED</b> Statement Required	<b>10. FREQUENCY</b> Monthly	<b>12. DATE OF FIRST SUBMISSION</b> BLK 16	<b>14. DISTRIBUTION</b>		
<b>8. ICP CODE</b> N/A		<b>11. AS OF DATE</b>	<b>13. DATE OF SUBSEQUENT SUBMISSION</b> Blk 16	<b>a. ADDRESSEE</b>	<b>b. COPIES</b>	
					Draft	Final
					Reg	Repro

**REMARKS**

Initial submission shall be 20 calendar days after the close of the first full accounting month after contract modification (reference paragraph 7.4). Subsequent submissions shall be 20 calendar days after the close of each accounting month throughout the period of performance. In accordance with paragraph 9.A.2, all CPRs shall be submitted in ANSI X12 electronic format compatible with WINSIGHT.

Reference Paragraph 7.6.1 - To maintain necessary visibility of data reported on these programs will be separated on the CPR via the WBS structure. Data for both PTR and PTIR will be reported at critical item level.

Paragraph 7.6.3 - At a minimum, variance analysis should be provided for the top 5 current and cumulative cost and schedule variances that are +/-10% for both the PTR and PTIR.

The contractor shall also provide variance analysis for all WBS elements experiencing a +/-5% variance at completion. Additionally, in accordance with paragraph 10.2.6.3.2.3, the government may periodically select additional variance analyses after review of the CPR. The variance analysis shall include a detailed explanation of the problem, corrective action, and program impact. Contractor format is acceptable. Item 12: 20 calendar days after close of first full accounting month after contract award. (See attached WBS)

Notify addressee at e-mail address in block 14 when deliverable is placed in electronic server. Letter of transmittal must be signed electronically.

<b>17. PRICE GROUP</b>
<b>18. ESTIMATED TOTAL PRICE</b>

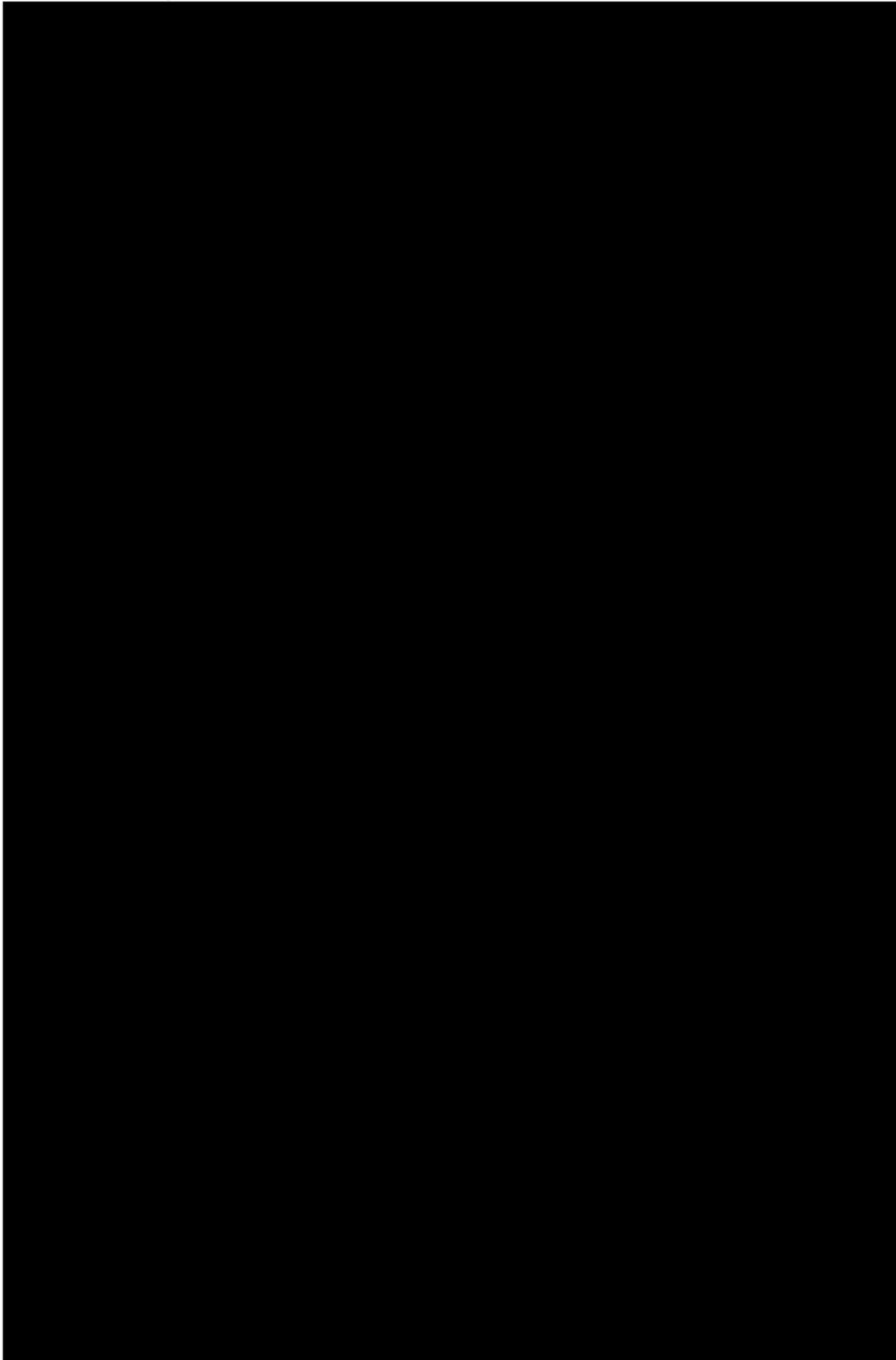
(b)(1)

<b>15. APPROVED BY</b>	<b>H. DATE</b> 01 Oct 02	<b>I. APPROVED BY</b>	<b>J. DATE</b> 01 Oct 02
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000752

**Table I.1-1. WORK BREAKDOWN STRUCTURE <sup>1</sup>**

**\*NOTE 1: LEVEL 1 IS THE JLENS FIRE CONTROL SENSOR SYSTEM LEVEL**

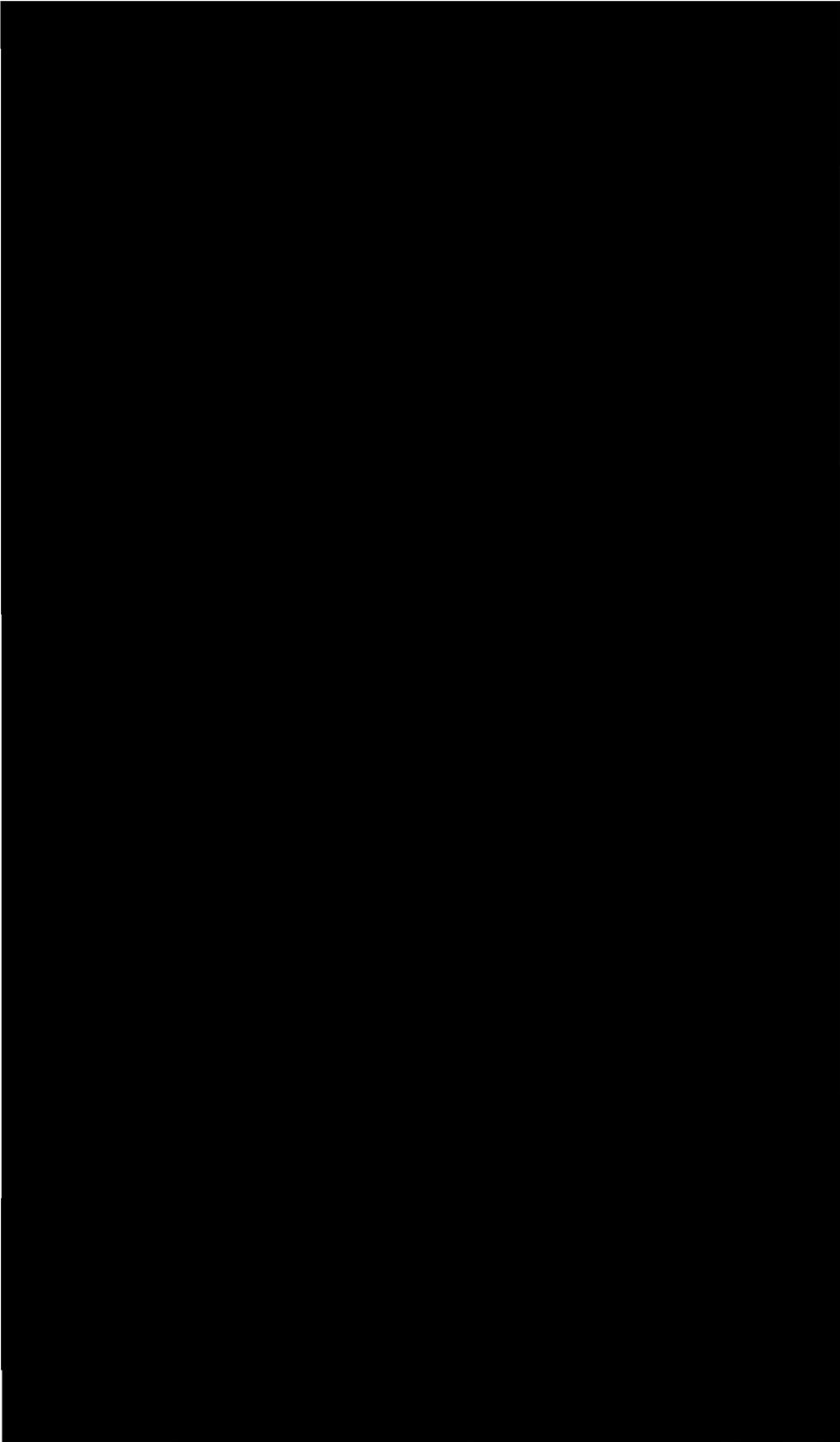


(b)(3)(A)(i)&Title  
10 Sec 130 (a)(b)

(b)(3)(A)(i)&Title  
10 Sec 130 (a)(b)

(b)(3)(A)(i)&Title 10  
Sec 130 (a)(b)

000753



(b)(3)(A)(i)&Title 10  
Sec 130 (a)(b)

(b)(3)(A)(i)&Title  
10 Sec 130 (a)(b)

(b)(3)(A)(i)&Title  
10 Sec 130 (a)(b)

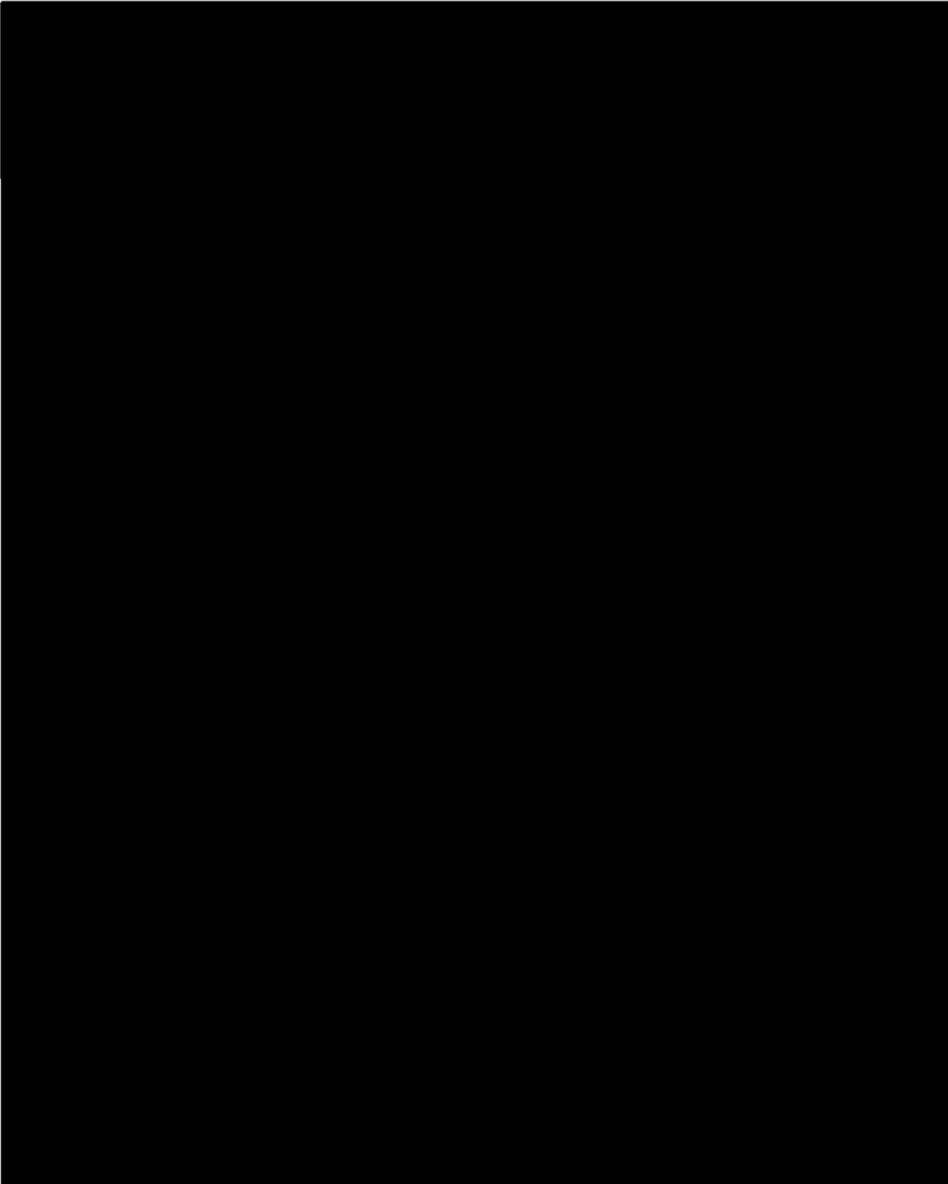
000754

(b)(3)(A)(i)&Title 10  
Sec 130 (a)(b)

(b)(3)(A)(i)&Title 10  
Sec 130 (a)(b)

(b)(3)(A)(i)&Title 10  
Sec 130 (a)(b)

000755



(b)(3)(A)(i)&Title 10  
Sec 130 (a)(b)

(b)(3)(A)(i)&Title 10  
Sec 130 (a)(b)

(b)(3)(A)(i)&Title 10  
Sec 130 (a)(b)

000756

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CONTRACT LINE ITEM NO. 4, 6, 8, 10, 12, 14, 16		B. EXHIBIT A	C. CATEGORY: TDP _____ TM _____ OTHER _____	
SYSTEM/ITEM JLENS		E. CONTRACT/PR NO. DASG60-98-C-0001		F. CONTRACTOR Raytheon

DATA ITEM NO. A005	2. TITLE OF DATA ITEM Life Cycle Cost (LCC) and Independent Schedule Assessment (ISA) Report	3. SUBTITLE Program Cost Estimate (PCE)
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AUTHORITY (Data Acquisition Document No.) DI-FNCL-80448	B. CONTRACT REFERENCE SOW Para 2.6.3	6. REQUIRING OFFICE SFAB-AMD-JLN
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DD 260 REQ LT	9. DIST STATEMENT REQUIRED Statement Required	10. FREQUENCY As Required	12. DATE OF FIRST SUBMISSION BLK 16	14. DISTRIBUTION		
APP CODE N/A		11. AS OF DATE	13. DATE OF SUBSEQUENT SUBMISSION Blk 16	a. ADDRESSEE	b. COPIES	
					Draft	Final
						Reg
						Repro

**1. REMARKS**

Starting with the negotiated contract as a baseline, the contractor shall develop and maintain current a program cost estimate (PCE) to estimate total life cycle cost for the JLENS Program described below. The contractor shall submit the CE to the government on an as required basis. The contractor has 30 days to provide the PCE after a verbal request by the government is made. The verbal request will be followed up by a letter of instruction from the contracting officer.

- The total cost should be in then year (escalated dollars in millions (\$M)).
- A 32 Meter COTS system reflecting the negotiated contract with all events, in period of performance, etc.
- A CDD program where 1 PTR system is built FY03-FY07 assuming POM

CE should be phased according to the years the systems are built.

The WBS should reflect the components that make up the end items.

Each account requires documentation, define the rationale as actual cost, a cost estimating relationship, or an analogy. Include the source of the information used in the estimate.

Associated O&S costs

Contractor format acceptable.

Notify addressee at e-mail address in block 14 when deliverable is placed in electronic server. Letter of transmittal must be signed electronically.

17. PRICE GROUP
18. ESTIMATED TOTAL PRICE

(b)(1)

(b)(3)(A)  
(i)&Title 10 Sec 130 (a)(b)

(b)(3)(A)  
(i)&Title 10 Sec 130 (a)(b)

(b)(3)(A)  
(i)&Title 10 Sec 130 (a)(b)

PREPARED BY	H. DATE 01 Oct 02	I. APPROVED BY	J. DATE 01 Oct 02
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000757





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A. CONTRACT LINE ITEM NO. 4, 6, 8, 14      B. EXHIBIT A      C. CATEGORY: TDP \_\_\_\_\_ TM \_\_\_\_\_ OTHER \_\_\_\_\_

D. SYSTEM/ITEM JLENS      E. CONTRACT/PR NO. DASG60-98-C-0001      F. CONTRACTOR Raytheon

1. DATA ITEM NO. A008      2. TITLE OF DATA ITEM System/Subsystem      3. SUBTITLE Design Notebook

4. AUTHORITY (Data Acquisition Document No.) DI-IPSC-81432      5. CONTRACT REFERENCE SOW Para 3.2, 3.3, 4.2      6. REQUIRING OFFICE SFAE-AMD-JLN

7. DD 260 REQ LT	8. DIST STATEMENT REQUIRED Statement Required	9. FREQUENCY	10. DATE OF FIRST SUBMISSION 90 DAC MOD	14. DISTRIBUTION		
8. APP CODE N/A		11. AS OF DATE	13. DATE OF SUBSEQUENT SUBMISSION Blk 16	a. ADDRESSEE	b. COPIES	
					Draft	Final
					Reg	Repro

16. REMARKS  
Update submissions shall be at DR(s). The updates shall be submitted as change pages to the basic document.

The design notebook shall be based on material provided in the proposal. The notebook shall consist of two volumes. Volume I shall contain the key analyses and tradeoff studies conducted to support requirements allocation, design, and design tradeoffs. Volume II shall contain a description of the system architecture that is being developed and fabricated. The description shall be provided in terms of visual descriptions, performance estimates, and physical properties.

Contractor format acceptable.

Primary addressee at e-mail address in block 14 when deliverable is placed in electronic server. Letter of transmittal must be signed electronically.

17. PRICE GROUP  
  
18. ESTIMATED TOTAL PRICE

(b)(6)

16. TOTAL →

PREPARED BY      H. DATE 01 Oct 02      I. APPROVED BY      J. DATE 01 Oct 02

000760

**CONTRACT DATA REQUIREMENTS LIST**  
(1 Data Item)

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OMB No. 0704-0188

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**CONTRACT LINE ITEM NO.**  
4, 6, 8, 14

**B. EXHIBIT**  
A

**C. CATEGORY:**  
TDP \_\_\_\_\_ TM \_\_\_\_\_ OTHER \_\_\_\_\_

**SYSTEM/ITEM**  
JLENS

**E. CONTRACT/PR NO.**  
DASG60-98-C-0001

**F. CONTRACTOR**  
Raytheon

**DATA ITEM NO.**  
A009

**2. TITLE OF DATA ITEM**  
Performance Specifications Documents

**3. SUBTITLE**  
Hardware/Software Performance Specifications

**AUTHORITY (Data Acquisition Document No.)**  
DI-SDMP-81465

**5. CONTRACT REFERENCE**  
SOW Para 3.2, 3.5.3

**6. REQUIRING OFFICE**  
SFAE-AMD-JLN

<b>DD 250 REQ</b> LT	<b>9. DIST STATEMENT REQUIRED</b> Statement Required	<b>10. FREQUENCY</b> Blk 16	<b>12. DATE OF FIRST SUBMISSION</b> Blk 16	<b>14. DISTRIBUTION</b>		
		<b>11. AS OF DATE</b>	<b>13. DATE OF SUBSEQUENT SUBMISSION</b> Blk 16	<b>a. ADDRESSEE</b>	<b>b. COPIES</b>	
<b>APP CODE</b> A						Draft
					Reg	Repro

**REMARKS**  
submit performance specifications 60 days prior to DR(s).  
subsequent submissions as required.  
approval: G30/C30.  
contractor format acceptable.  
notify addressee at e-mail address in block 14 when deliverable is placed in electronic server. Letter of transmittal must be signed electronically.



**17. PRICE GROUP**

**18. ESTIMATED TOTAL PRICE**

(b)(6)

**15. TOTAL** →

**PREPARED BY** \_\_\_\_\_ **H. DATE** 01 Oct 02 **I. APPROVED BY** \_\_\_\_\_ **J. DATE** 01 Oct 02

000761

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**1. CONTRACT LINE ITEM NO.** 4, 6, 8, 10, 12, 14, 16      **B. EXHIBIT** A      **C. CATEGORY:** TDP \_\_\_\_\_ TM \_\_\_\_\_ OTHER \_\_\_\_\_

**D. SYSTEM/ITEM** JLENS      **E. CONTRACT/PR NO.** DASG60-98-C-0001      **F. CONTRACTOR** Raytheon

**1. DATA ITEM NO.** A010      **2. TITLE OF DATA ITEM** Interface Control Drawing Documentation      **3. SUBTITLE** Interface Control Documents (ICD)

**4. AUTHORITY (Data Acquisition Document No.)** DI-CMAN-81248      **5. CONTRACT REFERENCE** SOW Para 3.2, 3.7      **6. REQUIRING OFFICE** SFAE-AMD-JLN

<b>7. DD 250 REQ</b> LT	<b>9. DIST STATEMENT REQUIRED</b> Statement Required	<b>10. FREQUENCY</b> Blk 16	<b>12. DATE OF FIRST SUBMISSION</b> Blk 16	<b>14. DISTRIBUTION</b>		
		<b>11. AS OF DATE</b>	<b>13. DATE OF SUBSEQUENT SUBMISSION</b> As Required	<b>a. ADDRESSEE</b>	<b>b. COPIES</b>	
<b>8. APP CODE</b> A						Draft
					Reg	Repro

**8. REMARKS**  
Submit the ICD 60 days prior to the DR(s).

Approval: G30/C30.

Contractor format acceptable.

Notify addressee at e-mail address in block 14 when deliverable is placed in electronic server. Letter of transmittal must be signed electronically.

<b>17. PRICE GROUP</b>
<b>18. ESTIMATED TOTAL PRICE</b>

(b)(6)

**PREPARED BY** \_\_\_\_\_      **H. DATE** 01 Oct 02      **I. APPROVED BY** \_\_\_\_\_      **J. DATE** 01 Oct 02

000762

**CONTRACT DATA REQUIREMENTS LIST**  
(1 Data Item)

Form Approved  
OMB No. 0704-0188

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**CONTRACT LINE ITEM NO.** 4, 6, 8, 14      **B. EXHIBIT** A      **C. CATEGORY:** TDP \_\_\_\_\_ TM \_\_\_\_\_ OTHER \_\_\_\_\_

**SYSTEM/ITEM** JLENS      **E. CONTRACT/PR NO.** DASG60-98-C-0001      **F. CONTRACTOR** Raytheon

**DATA ITEM NO.** A011      **2. TITLE OF DATA ITEM** Software Development Plan      **3. SUBTITLE**

**AUTHORITY (Data Acquisition Document No.)** DI-IPSC-81427      **5. CONTRACT REFERENCE** SOW Para 3.5.3      **6. REQUIRING OFFICE** SFAE-AMD-JLN

<b>DD 250 REQ</b> LT	<b>9. DIST STATEMENT REQUIRED</b> Statement Required	<b>10. FREQUENCY</b>	<b>12. DATE OF FIRST SUBMISSION</b> 60 DAC MOD	<b>14. DISTRIBUTION</b>		
		<b>11. AS OF DATE</b>	<b>13. DATE OF SUBSEQUENT SUBMISSION</b> As Required	<b>a. ADDRESSEE</b>		<b>b. COPIES</b>
<b>APP CODE</b> A					<b>Draft</b>	<b>Final</b>
					<b>Reg</b>	<b>Repro</b>

**3. REMARKS**  
Submission 60 days after restructure modification and 60 days prior to each PR(s). Subsequent submissions as required. Contents of software development plan shall be LAW DID.

Approval: G30/C30.

Contractor format acceptable.

Notify addressee at e-mail address in block 14 when deliverable is placed in electronic server. Letter of transmittal must be signed electronically.

**17. PRICE GROUP**  
  
**18. ESTIMATED TOTAL PRICE**

(b)(6)

**PREPARED BY**      **H. DATE** 01 Oct 02      **I. APPROVED BY**      **J. DATE** 01 Oct 02

000763





**CONTRACT DATA REQUIREMENTS LIST**  
(1 Data Item)

Approved  
OMB No. 0704-0188

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A. CONTRACT LINE ITEM NO. 4, 6, 8, 14  
B. EXHIBIT A  
C. CATEGORY: TDP \_\_\_\_\_ TM \_\_\_\_\_ OTHER \_\_\_\_\_

D. SYSTEM/ITEM JLENS  
E. CONTRACT/PR NO. DASG60-98-C-0001  
F. CONTRACTOR Raytheon

1. DATA ITEM NO. A014  
2. TITLE OF DATA ITEM Presentation Material  
3. SUBTITLE Design Reviews

4. AUTHORITY (Data Acquisition Document No.) DI-ADMN-81373  
5. CONTRACT REFERENCE SOW Para 3.10.1  
6. REQUIRING OFFICE SFAE-AMD-JLN

7. DD 250 REQ LT  
8. DIST STATEMENT REQUIRED Statement Required  
9. APP CODE A  
10. FREQUENCY As Required  
11. AS OF DATE  
12. DATE OF FIRST SUBMISSION Blk 16  
13. DATE OF SUBSEQUENT SUBMISSION Blk 16  
14. DISTRIBUTION  
a. ADDRESSEE  
b. COPIES  
Draft Final  
Reg Repr

8. REMARKS  
Submit agenda 10 working days prior to meetings. Government approval within 5 working days from receipt of agenda.  
Submit presented material within 3 working days after meeting.  
Submit minutes of meetings, attendees, and action items within 5 working days after meeting.  
Submit completed action item report within 10 days after completion of all action items.  
Contractor format acceptable.  
Deliverable to addressee at e-mail address in block 14 when deliverable is placed in electronic server. Letter of transmittal must be signed electronically.

17. PRICE GROUP  
18. ESTIMATED TOTAL PRICE

(b)(6)

15. TOTAL →  
PREPARED BY H. DATE 01 Oct 02 I. APPROVED BY J. DATE 01 Oct 02

000766

**CONTRACT DATA REQUIREMENTS LIST**  
(1 Data Item)

Approved  
OMB No. 0704-0188

The public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any aspect of this collection of information, including suggestions for reducing the burden, to Department of Defense, Washington Headquarters Services, Directorate for Operations and Reports (0701-0188), 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302. Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number. Please DO NOT RETURN your form to the above address. Send completed form to the Government Issuing Contracting Officer for the OIG No. listed in Block E.

A. CONTRACT LINE ITEM NO. 4, 6, 8, 10, 14		B. EXHIBIT A	C. CATEGORY: TDP _____ TM _____ OTHER _____				
D. SYSTEM/ITEM JLENS		E. CONTRACT/PR NO. DASG60-98-C-0001		F. CONTRACTOR RAYTHEON			
1. DATA ITEM NO. A015	2. TITLE OF DATA ITEM TEST PLAN		3. SUBTITLE DETAILED TEST PLAN				
4. AUTHORITY (Data Acquisition Document No.) DI-NDTI-80566		5. CONTRACT REFERENCE SOW PARA 3.5.4, 5.2, 5.3, 5.4		6. REQUIRING OFFICE SFAE-AMD-JLN			
7. DD 250 REQ LT	9. DIST STATEMENT REQUIRED STATEMENT REQUIRED	10. FREQUENCY AS REQUIRED	12. DATE OF FIRST SUBMISSION BLK 16	14. DISTRIBUTION			
8. APP CODE A		11. AS OF DATE	13. DATE OF SUBSEQUENT SUBMISSION BLK 16	a. ADDRESSEE			
16. REMARKS  SEE APPENDIX K OF THE PROGRAM SECURITY GUIDE FOR SECURITY TEST PLAN OUTLINE.  SUBMIT DRAFT TEST PLANS FOR SYSTEM TESTS/DEMONSTRATIONS, PRIME ITEM (SUBSYSTEM), CRITICAL ITEM (COMPONENT) AND INTEGRATION TESTS 60 DAYS PRIOR TO EACH TEST. SUBMIT FINAL TEST PLAN NLT 30 DAYS PRIOR TO EACH TEST.  SYSTEM LEVEL TESTS/DEMONSTRATIONS [REDACTED]  [REDACTED] SYSTEM/PRIME ITEM LEVEL [REDACTED]  [REDACTED]  ** CRITICAL ITEMS/COMPONENTS [REDACTED]  [REDACTED]  ** NOT APPLICABLE FOR SPIRAL 1.  APPROVAL: G15/C10.  * NOTIFY ADDRESSEE AT E-MAIL ADDRESS IN BLOCK 14 WHEN DELIVERABLE IS PLACED IN ELECTRONIC SERVER. LETTER OF TRANSMITTAL MUST BE SIGNED ELECTRONICALLY.				b. COPIES			
				Draft		Final	
				Reg	Repro		
15. TOTAL							

17. PRICE GROUP  
  
18. ESTIMATED TOTAL PRICE

(b)(6)

(b)(3)(A)  
(i)&Title 10  
Sec 130 (a)(b)

(b)(3)(A)  
(i)&Title 10  
Sec 130 (a)(b)

(b)(3)(A)  
(i)&Title 10  
Sec 130 (a)(b)

000767





**CONTRACT DATA REQUIREMENTS LIST**  
(1 Data Item)

Form Approved  
OMB No. 0704-0188

The reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports (D701-0188), 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302. Respondents should be aware that notwithstanding any other notice that may appear on this form, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number. Please do not return your form to the above address. Send completed form to the Government Issuing Contracting Officer for the Contract/PR No. listed in Block E.

**A. CONTRACT LINE ITEM NO.**  
4, 6, 8, 10, 12, 14, 16

**B. EXHIBIT**  
A

**C. CATEGORY:**  
TDP \_\_\_\_\_ TM \_\_\_\_\_ OTHER \_\_\_\_\_

**D. SYSTEM/ITEM**  
JLENS

**E. CONTRACT/PR NO.**  
DASG60-98-C-0001

**F. CONTRACTOR**  
Raytheon

**DATA ITEM NO.**  
A018

**2. TITLE OF DATA ITEM**  
Integrated Support Plan

**3. SUBTITLE**

**AUTHORITY (Data Acquisition Document No.)**  
DI-ILSS-80395

**5. CONTRACT REFERENCE**  
SOW Para 6.1.1

**6. REQUIRING OFFICE**  
SFAE-AMD-JLN

<b>DD 250 REQ</b> LT	<b>9. DIST STATEMENT REQUIRED</b> Statement Required	<b>10. FREQUENCY</b> Blk 16	<b>12. DATE OF FIRST SUBMISSION</b> Blk 16	<b>14. DISTRIBUTION</b>		
<b>APP CODE</b> A		<b>11. AS OF DATE</b>	<b>13. DATE OF SUBSEQUENT SUBMISSION</b> Blk 16	<b>a. ADDRESSEE</b>	<b>b. COPIES</b>	
					Draft	Final
					Reg	Repro

**1. REMARKS**  
The contractor shall submit initial plan by 18 Jun 04. Subsequent submissions annually or 60 days prior to a major program events. Scope of deliverable will expand as data becomes available.

The integrated support plan (ISP) shall include:  
Maintenance plan for the JLENS system, [REDACTED]

Supply support plan for the JLENS system.

Management plan for the JLENS system. [REDACTED]

MANPRINT management plan for the JLENS system. Include specific information concerning the analysis and handling of MANPRINT issues.

Training plan for the JLENS system.

Deployment plan for the JLENS system. Include specific information concerning resources required to deploy systems to include load plan.

Approval: G30/C30.

Contractor format acceptable.

Notify addressee at e-mail address in block 14 when deliverable is placed in electronic server. Letter of transmittal must be signed electronically.

16. TOTAL →

**PREPARED BY**

**H. DATE**  
01 Oct 02

**I. APPROVED BY**

**J. DATE**  
01 Oct 02

000770

<b>17. PRICE GROUP</b>
<b>18. ESTIMATED TOTAL PRICE</b>

(b)(6)

(b)(3)(A)  
(i)&Title  
10 Sec 130  
(a)(b)

(b)(3)(A)  
(i)&Title  
10 Sec 130  
(a)(b)

**CONTRACT DATA REQUIREMENTS LIST**

(1 Data Item)

Approved

OMB No. 0704-0188

Reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports (0704-0188), 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302. Respondents should be aware that notwithstanding any other notice that may appear on this form, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number. Please do not return your form to the above address. Send completed form to the Government Issuing Contracting Officer for the Contract/PR No. listed in Block E.

**CONTRACT LINE ITEM NO.**  
4, 6, 8, 10, 12, 14, 16

**B. EXHIBIT**  
A

**C. CATEGORY:**  
TDP \_\_\_\_\_ TM \_\_\_\_\_ OTHER \_\_\_\_\_

**I. SYSTEM/ITEM**  
JLENS

**E. CONTRACT/PR NO.**  
DASG60-98-C-0001

**F. CONTRACTOR**  
Raytheon

**DATA ITEM NO.**  
A019

**2. TITLE OF DATA ITEM**  
Scientific and Technical Reports

**3. SUBTITLE**  
Environmental Report

**AUTHORITY (Data Acquisition Document No.)**  
DI-MISC-80048

**5. CONTRACT REFERENCE**  
SOW Para 6.3

**6. REQUIRING OFFICE**  
SFAE-AMD-JLN

<b>DD 250 REQ</b> LT	<b>9. DIST STATEMENT REQUIRED</b> Statement Required	<b>10. FREQUENCY</b> As Required	<b>12. DATE OF FIRST SUBMISSION</b> Blk 16	<b>14. DISTRIBUTION</b>		
		<b>11. AS OF DATE</b>	<b>13. DATE OF SUBSEQUENT SUBMISSION</b> Blk 16	<b>a. ADDRESSEE</b>	<b>b. COPIES</b>	
<b>APP CODE</b> A						Draft
					Reg	Repro

**6. REMARKS**

The contractor shall immediately notify by telephone the contracting officer of failures or projected failures of compliance with environmental requirements.

A written report shall be submitted within five (5) working days. The report shall define the problems, when, where, and how it occurred, actions that were taken immediately, who was notified, the actions that were taken to correct the problem, and to prevent future occurrences.

Notify addressee at e-mail address in block 14 when deliverable is placed in electronic server. Letter of transmittal must be signed electronically.

17. PRICE GROUP

18. ESTIMATED TOTAL PRICE

(b)(6)

**PREPARED BY**

**H. DATE**  
01 Oct 02

**I. APPROVED BY**

**J. DATE**  
01 Oct 02

000771

**CONTRACT DATA REQUIREMENTS LIST**

(1 Data Item)

Approved

OMB No. 0704-0188

The reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports (0704-0188), 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302. Respondents should be aware that notwithstanding any other notice that may appear on this form, that it does not display a currently valid OMB control number. Please do not send your form to the above address. Send completed form to the Government Issuing Contracting Officer for the Contract/PR No. listed in Block E.

<b>I. CONTRACT LINE ITEM NO.</b> 4, 6, 8, 10, 12, 14, 16	<b>B. EXHIBIT</b> A	<b>C. CATEGORY:</b> TDP _____ TM _____ OTHER _____
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<b>J. SYSTEM/ITEM</b> JLENS	<b>E. CONTRACT/PR NO.</b> DASG60-98-C-0001	<b>F. CONTRACTOR</b> Raytheon
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<b>1. DATA ITEM NO.</b> A020	<b>2. TITLE OF DATA ITEM</b> Operations Security (OPSEC) Plan	<b>3. SUBTITLE</b>
---------------------------------	--	--------------------

<b>4. AUTHORITY (Data Acquisition Document No.)</b> DI-MGMT-80934	<b>5. CONTRACT REFERENCE</b> SOW Para 7.0	<b>6. REQUIRING OFFICE</b> SFAE-AMD-JLN
--	--	--

<b>7. DD 260 REQ</b> LT	<b>8. DIST STATEMENT REQUIRED</b> Statement Required	<b>10. FREQUENCY</b> One/R	<b>12. DATE OF FIRST SUBMISSION</b> 30 DAC	<b>14. DISTRIBUTION</b>		
<b>9. APP CODE</b> A		<b>11. AS OF DATE</b>	<b>13. DATE OF SUBSEQUENT SUBMISSION</b> As Required	<b>a. ADDRESSEE</b>	<b>b. COPIES</b>	
					Draft	Final
					Reg	Repro

**6. REMARKS**  
 The previously approved OPSEC Plan submitted under the concept definition contract shall be revised to reflect the present program.  
 Maintain current to reflect major program changes.  
 Approval: G30/C30.  
 Notify addressee at e-mail address in block 14 when deliverable is placed in electronic server. Letter of transmittal must be signed electronically.

<b>17. PRICE GROUP</b>
<b>18. ESTIMATED TOTAL PRICE</b>

(b)(6)

<b>PREPARED BY</b>	<b>H. DATE</b> 01 Oct 02	<b>I. APPROVED BY</b>	<b>J. DATE</b> 01 Oct 02
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000772

**CONTRACT DATA REQUIREMENTS LIST**  
(1 Data Item)

Approved  
OMB No. 0704-0188

The reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports (0704-0188), 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302. Respondents should be aware that notwithstanding any other notice that may appear on this form, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number. Please do not return your form to the above address. Send completed form to the Government issuing Contracting Official for the Contract/PH No. listed in Block E.

A. CONTRACT LINE ITEM NO. **10, 12, 16**      B. EXHIBIT **A**      C. CATEGORY: TDP \_\_\_\_\_ TM \_\_\_\_\_ OTHER \_\_\_\_\_

D. SYSTEM/ITEM **JLENS**      E. CONTRACT/PR NO. **DASG60-98-C-0001**      F. CONTRACTOR **Raytheon**

1. DATA ITEM NO. **A021**      2. TITLE OF DATA ITEM **Funds and Manhour Expenditure Report**      3. SUBTITLE

G. AUTHORITY (Data Acquisition Document No.) **DI-FNCL-80331**      H. CONTRACT REFERENCE **SOW Para 2.6.1**      I. REQUIRING OFFICE **SFAE-AMD-JLN**

J. DD 260 REQ **LT**      K. DIST STATEMENT REQUIRED **Statement Required**      L. FREQUENCY **Monthly**      M. DATE OF FIRST SUBMISSION **Blk 16**      N. DISTRIBUTION

O. APP CODE **N/A**      P. AS OF DATE      Q. DATE OF SUBSEQUENT SUBMISSION **Blk 16**      R. ADDRESSEE      S. COPIES (Draft, Final, Reg, Repr)

16. REMARKS  
 Item 12: 20 Calendar days after close of accounting month after contract award.  
 Item 13: 20 days after close of accounting month.  
 Tailor DID: Block 10, Preparation instruction, 10.3.2, Funds Expenditure Graph is not required.  
 Notify addressee at e-mail address in block 14 when deliverable is placed in electronic server. Letter of transmittal must be signed electronically.

17. PRICE GROUP  
 18. ESTIMATED TOTAL PRICE

(1)(1)

PREPARED BY      H. DATE **01 Oct 02**      I. APPROVED BY      J. DATE **01 Oct 02**

000773



# AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

AMENDMENT/MODIFICATION NO. <b>00074</b>	3. EFFECTIVE DATE <b>17-Dec-2002</b>	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. CODE <b>W31RPD</b>		7. CODE <b>NONE</b>	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, Country, State and Zip Code) RAYTHEON COMPANY 180 HARTWELL ROAD BEDFORD MA 01730-0000			

9A. AMENDMENT OF SOLICITATION NO.	
9B. DATED (SEE ITEM 11)	
X 10A. MOD. OF CONTRACT/ORDER NO. DASG80-98-C-0001	
X 10B. DATED (SEE ITEM 13) 20-Aug-1998	

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer  is extended,  is not extended.

Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:  
 (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)  
**See Schedule**

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS.  
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B). SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
D. OTHER (Specify type of modification and authority) IAW FAR 52.232-22, Limitation of Funds

IMPORTANT: Contractor  is not,  is required to sign this document and return \_\_\_\_\_ copies to the issuing office.

4. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
 The purpose of this modification is to provide incremental funding in the amount of \$1,500,000 for performance of CLIN 0003.  
 All other terms and conditions remain unchanged and in full force and effect.

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

5A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
	(b)(6)
5B. CONTRACTOR/OFFEROR	16B. UNITED STATES OF AMERICA
(Signature of person authorized to sign)	(Signature of Contracting Officer)
15C. DATE SIGNED	16C. DATE SIGNED
	(b)(6) 17-Dec-2002

000775

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

The following items are applicable to this modification:

SECTION A - SOLICITATION/CONTRACT FORM  
MODIFICATION

WHEREAS, pursuant to the contract clause, "Limitation of Funds," the government elects to add an increment of funds from CLINs 0003 and 0004 of the contract,

NOW, THEREFORE, the contract is hereby changed as described below.

1. SECTION G - CONTRACT ADMINISTRATION DATA, is modified as follows:

a. Paragraph G-5, Accounting and Appropriation Data (CLINs 0003 and 0004), is modified to add the following:

ACRN:	AT
CUMULATIVE AMOUNT:	\$4,500,000
ACCT CLASS:	213 2040 5Q 5Q17 P172419E55 255Y ER3D730200 S01021 ER3D730200/34KJLE/4K0000
ORDER NO:	ER3D730200-03 FUNDED AMT: \$1,500,000 (P00074)

b. Paragraph G-6, Implementation of and Explanation of the Relationship of the Limitation of funds (LOF) Clause to Fee Obligations (CLINs 0003 and 0004) is modified as follows:

CLINs 0003 and 0004:

	PRIOR	THIS MODIFICATION	CUMULATIVE TOTAL
(1) Amount Required for Full Funding, Including Fee(s):	\$145,166,476	-0-	\$145,166,476
(2) Amount Allotted under the LOF Clause for Payment of Target Costs:	[REDACTED]		
(3) Amount Separately Obligated for Payment for Target Fee:	[REDACTED]		
(4) Total Amount Allotted and Obligated:	\$ 89,653,422	\$ 1,500,000	\$ 91,153,422
(5) Net Amount Required for Full Funding:	\$ 55,513,054	(\$1,500,000)	\$ 54,013,054
(6) Estimated Period of Performance the Allotted Amount will cover:	24 Dec 02		24 Jan 03

(b)(4)

2. The following page substitutions are hereby incorporated into the contract:

DELETE	ADD
Page 13Bi, Modification P00071	Page 13Bi, Modification P00074
Page 14, Modification P00072	Page 14, Modification P00074
Page 21, Modification P00072	Page 21, Modification P00074

000776

ACRN: AT  
CUMULATIVE AMOUNT: \$4,500,000  
ACCT CLASS: 213 2040 5Q 5Q17 P172419E55 255Y ER3D730200 S01021  
ER3D730200/34KJLE/4K0000  
ORDER NO: ER3D730200-01 FUNDED AMT: \$1,500,000 (P00070)  
ER3D730200-02 FUNDED AMT: \$1,500,000 (P00071)  
ER3D730200-03 FUNDED AMT: \$1,500,000 (P00074)

CLIN 0009

(a) SUBCLIN 0009AA

ACRN: AJ  
CUMULATIVE AMOUNT: \$200,000  
ACCT CLASS: 5703600 290 4750 674478 28060F 503000 F78100  
REF: NACXXX00680104  
ORDER NO/PRON: NACXXX00680104-01 FUNDED AMT: \$200,000 (P00043)

000777

G-6. IMPLEMENTATION OF AND EXPLANATION OF THE RELATIONSHIP OF THE LIMITATION OF FUNDS (LOF) CLAUSE TO FEE OBLIGATIONS: The amount of funds estimated to be required for full performance, including fee(s); the amount of funds allotted pursuant to the Contract Clause hereof entitled, Limitations of Funds; the amount of funds currently obligated for fee; and the estimated period of performance covered by the funds allotted are set forth below. Amounts obligated for fee are separate from and are not to be commingled with the amounts allotted for costs and are not available to the contractor to cover costs in excess of those allotted to the contract for cost.

- a. CLINs 0001 and 0002:
  - (1) Amount Required for Full Funding: \$ 437,946
  - (2) Amount Allotted Under the LOF Clause for Payment of Costs: [REDACTED]
  - (3) Total Amount Allotted and Obligated: \$ 440,100
  - (4) Net Amount Required for Full Funding: (\$ 2,154)
  - (5) Estimated Period of Performance the Allotted Amount Will Cover: 30 Sep 99
- b. CLINs 0003 and 0004:
  - (1) Amount Required for Full Funding, Including Fee(s): \$145,166,476
  - (2) Amount Allotted Under the LOF Clause for Payment of Target Costs: [REDACTED]
  - (3) Amount Separately Obligated for Payment of Target Fee: [REDACTED]
  - (4) Total Amount Allotted and Obligated: \$ 91,153,422\*
  - (5) Net Amount Required for Full Funding: \$ 54,013,054\*
  - (6) Estimated Period of Performance the Allotted Amount Will Cover: 24 Jan 03
- c. CLINs 0005 and 0006:
  - SUBCLIN 0005AA
  - (1) Amount Required for Full Funding, Including Fee(s): \$164,011,800\*
  - (2) Amount Allotted Under the LOF Clause for Payment of Costs: \$ -0-
  - (3) Amount Separately Obligated for Payment of Target Fee: \$ -0-
  - (4) Total Amount Allotted and Obligated: \$ -0-
  - (5) Net Amount Required for Full Funding: \$164,011,800\*
  - (6) Estimated Period of Performance the Allotted Amount Will Cover:

(b)(4)

(b)(4)

\*NOT-TO-EXCEED (NTE)

000778

H-8. GOVERNMENT-FURNISHED FUELS PROVIDED

Fuels as identified below will be provided through [redacted] in accordance with the clause of this contract entitled Government Property (Cost-Reimbursement, Time and Material, or Labor-Hour Contracts). From time to time the contractor may order with the supplier for partial deliveries of fuel. To assist the Contracting Officer in maintaining accountability of total orders, the contractor shall notify the Contracting Officer when fuels ordered exceed 85 percent of the amount specified below. This is requested for each fuels type listed. The contractor will be financially responsible for orders for fuels in excess of the amount stipulated below:

(b)(3)(A)  
(i)&Title  
10 Sec  
130 (a)(b)

NOMENCLATURE	NATIONAL STOCK NO. (NSN)	UNIT OF ISSUE	QUANTITY AUTHORIZED AS GFP
--------------	--------------------------	---------------	----------------------------

H-9. DESIGN SENSITIVITY TO COST (COST AS AN INDEPENDENT VARIABLE): The contractor may propose changes to the proposed design conforming to cost as an independent variable (CAIV). Those changes which do not alter the Aerostat Performance Specification (APS) may be implemented by the contractor 10 working days after notice of intent specifying the changes is provided to the government. Changes which alter the APS by reducing the requirements may only be undertaken without an equitable reduction in the estimated cost and schedule of the contract if the contractor demonstrates 1) a comparable gain in other performance requirements, 2) such changes are acceptable to the government, and 3) the change does not alter the overall estimated cost of the program. In no event, however, shall the contractor propose to reduce or alter the requirements of paragraph A.2 of Appendix A of the APS.

H-10. INCREMENTAL FUNDING OF THE CONTRACT:

a. It is expected that allotments within each fiscal year will be made on an incremental basis in accordance with the LIMITATION OF FUNDS clause.

b. Pursuant to the Limitation of Funds clause, the sum of [redacted] is presently allotted to CLIN 0001 and available for payment to cover the work to be performed hereunder until 30 Sep 99. The amount of [redacted] obligated for Potential Fee for a total amount of \$440,100 for CLIN 0001.

(b)(4)

c. Pursuant to the LIMITATION OF FUNDS clause, the sum of [redacted] is presently allotted to CLIN 0003 and available for payment to cover the work to be performed hereunder until 24 Jan 03. The amount of [redacted] obligated for Potential Fee (if applicable), for a total amount of [redacted] for CLIN 0003. It is anticipated that funds will be allotted and obligated (combined amounts for Cost and Potential Fee) as follows:

	PLANNED DATE OF FUNDING	AMOUNT	CUMULATIVE
		(In Millions)	
CLIN 0001	Current Obligations (Jun 99)		\$440,100

000779

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE	PAGE OF PAGES	
				V	1	2
3. AMENDMENT/MODIFICATION NO. P00075		3. EFFECTIVE DATE 23 Dec-2002	4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (if applicable)	
6. BY NAME AND TITLE [REDACTED] (b)(6) [REDACTED] (b)(6) PO BOX 1600 HUNTSVILLE AL 35807-3801		CODE W31RPD	7. ADMINISTERED BY (If other than item 6) DCM TYNGSBORO PO BOX 889 TYNGSBORO MA 01879		CODE NONE	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) RAYTHEON COMPANY 180 HARTWELL ROAD BEDFORD MA 01730-0000				9A. AMENDMENT OF SOLICITATION NO.		
				9B. DATED (SEE ITEM 11)		
				X 10A. MOD. OF CONTRACT/ORDER NO. DASG50-98-C-0001		
				X 10B. DATED (SEE ITEM 13) 20-Aug-1998		
CODE 04184		FACILITY CODE				
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS						
<input type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended. <input type="checkbox"/> is not extended.						
Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendment, (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.						
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule						
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.						
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.						
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B). IS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:						
X D. OTHER (Specify type of modification and authority) Special Contract Requirements Paragraph H-3, OPTIONS						
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.						
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Due to a Standard Procurement System defect, the date in block 10b of the SF30 may be inaccurate. That date should be 30 JAN 1998  A portion of Oplon CLIN 0009 is hereby exercised and funded as set forth below:  CLIN 0009AA 1,773 hours \$250,000  The contract is modified as described herein.						
Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.						
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)		
				[REDACTED] (b)(6)		
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED		16C. DATE SIGNED		
(Signature of person authorized to sign)				23-Dec-2002		

EXCEPTION TO SF 30  
APPROVED BY OIRM 11-84

30-105-04

STANDARD FORM 30 (Rev. 10-83)  
Prescribed by GSA  
FAR (48 CFR) 53.243

000780

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

1. As a result of the option exercise, the contract amount is increased by \$250,000. Standard Form 26, Block 15G, is increased accordingly, from \$146,074,422 to \$146,324,422.

2. Section B, Paragraph B-1, CLIN 0009AA is modified as follows.

CLIN 0009AA Available Direct Productive person Hours (DPPH) is reduced by [REDACTED] (b)(4)  
95.827; Amount is decreased by \$250,000, from \$13,720,774 to \$13,470,774. Exercised DPPH is increased by [REDACTED]  
[REDACTED] amount is increased by \$250,000, from \$375,106 to \$625,106.

3. Section G, Paragraph G-5, CCOUNTING AND APPROPRIATION DATA, is modified to add the following:

SubCLIN 0009AA:

ACRN: AV  
ACCT CLASS: 213 2040 5Q 5117 P172419E55 255Y ER3D731000 S01021 ER3D731000/34KJLE/4K0000  
ORDER NO: ER3D731000-01 FUNDED AMOUNT: \$250,000 (P00075)

4. Section G, Paragraph G-6, IMPLEMENTATION OF THE RELATIONSHIP OF THE LIMITATION OF FUNDS (LOF) CLAUSE TO FEE OBLIGATIONS, is modified as described below:

<u>SUBCLIN 0009AA</u>	<u>PRIOR</u>	<u>THIS MODIFICATION</u>	<u>CUMULATIVE TOTAL</u>
(1) Amount Required for Full Funding, Including Fee(s):	\$14,095,880	-0-	\$14,095,880
(2) Amount Allotted under the LOF Clause for Payment of Costs:	[REDACTED]	[REDACTED]	[REDACTED] (b)(4)
(3) Amount Separately Obligated for Payment of Fee:	[REDACTED]	[REDACTED]	[REDACTED]
(4) Total Amount Allotted and Obligated:	\$ 375,106	\$250,000	\$ 625,106
(5) Net Amount Required for Full Funding:	\$13,720,774	(\$250,000)	\$13,470,774

5. The following page substitutions are hereby incorporated into the contract:

<u>DELETE</u>	<u>ADD</u>
Page 1, Modification P00072	Page 1, Modification P00075
Page 3B, Modification P00069	Page 3B, Modification P00075
Page 13C, Modification P00069	Page 13C, Modification P00075
Page 14B, Modification P00057	Page 14B, Modification P00075

000781

<b>AWARD/CONTRACT</b>		1. THIS CONTRACT IS A RAIFD ORDER UNDER DFAS (15 CFR 350)	RAIFD CODE DO-A2	PAGE OF 13 PAGES 13
CONTRACT (Proc. Inv. Item) NO. DASG60-98-C-0001		3. EFFECTIVE DATE 98 Jan 30	4. REQUISITION/PURCHASE RECORDING PROJECT NO. ORDER NO.: ER8D700900-01	
ISS BY ARMY SPACE AND MISSILE DEFENSE COMMAND ITR & ACQ MGT OFC, SMDC-CM-CN P.O. BOX 1500, HUNTSVILLE, AL 35807-3801		CODE W31RPD	8. ADMINISTERED BY (If other than Item 5) DEFENSE LOGISTICS AGENCY P.O. BOX 928 Hanover, MD 21076	
[REDACTED]		SCD: A		ADP: NA PAS: NONE (b)(6)

7. NAME AND ADDRESS OF CONTRACTOR (Name, street, city, county, State and ZIP Code) RAYTHEON COMPANY dba RAYTHEON SYSTEMS COMPANY 180 HARTWELL ROAD BEDFORD, MA 01730		9. DELIVERY <input type="checkbox"/> FOB ORIGIN <input checked="" type="checkbox"/> OTHER (See below)
CODE 04164 FACILITY CODE		10. DISCOUNT FOR PROMPT PAYMENT NET
11. SHIP TO MAKE FOR SEE DISTRIBUTION LIST ATTACHED TO DD FORM 1423		10. SUBMIT INVOICES (If supplier address different specified TO THE ADDRESS SHOWN BY: ITEM See Section G, Para. G-1)

12. PAYMENT WILL BE MADE BY DFAS Columbus Center mailing procedures filed under separate cover	14. ACCOUNTING AND APPROPRIATION DATA See Section G-5
13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input checked="" type="checkbox"/> 10 USC 2304(a)(1) (B) <input type="checkbox"/> 41 USC 301(a)(1)	

15A. ITEM NO.	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
See Section B for items 15A through 15F					
15G. TOTAL AMOUNT OF CONTRACT					146,324,422

17. TABLE OF CONTENTS					
(✓) SEC.	DESCRIPTION	PAGES	(✓) SEC.	DESCRIPTION	PAGES
PART I - THE SCHEDULE			PART II - CONTRACT CLAUSES		
✓ A	SOLICITATION/CONTRACT FORMS	1	✓ 1	CONTRACT CLAUSES	25-46
✓ B	SUPPLIES OR SERVICES AND PRICES/COSTS	2-7	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.		
✓ C	DESCRIPTION/SPEC./WORK STATEMENT		✓ J	LIST OF ATTACHMENTS	47-48
✓ D	PACKAGING AND MARKING	8	PART IV - REPRESENTATIONS AND RESTRICTIONS		
✓ E	INSPECTION AND ACCEPTANCE	9	✓ K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	
✓ F	DELIVERIES OR PERFORMANCE	10-11	✓ L	INSTRS., CONDS., AND NOTICES TO OFFERORS	
✓ G	CONTRACT ADMINISTRATION DATA	12-15	✓ M	EVALUATION FACTORS FOR AWARD	
✓ H	SPECIAL CONTRACT REQUIREMENTS	16-24			

**CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE**

17. <input checked="" type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return copy 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.	
1. NAME AND TITLE OF OFFER (Type or print) See Page 1A		20A. NAME OF CONTRACTING OFFICER See Page 1A	
NAME OF CONTRACTOR [REDACTED]		20B. UNITED STATES OF AMERICA	
19C. DATE SIGNED		20C. DATE SIGNED	
BY [REDACTED]		BY [REDACTED]	

000782

<u>CLIN</u>	<u>SUPPLIES OR SERVICES</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>AMOUNT</u>	
0009AA	Available Direct Productive Person Hours (DPPH)	[REDACTED]	See B-10	[REDACTED]	(b)
	Exercised DPPH		See B-10		(4)
0009AB	Available Material Dollars		See B-10		
	Exercised Material Dollars		See B-10		

000783

ACRN: AK  
CUMULATIVE AMOUNT: \$85,000  
ACCT CLASS: 9700400 2520 0603173C 2564 [REDACTED] 0101129881 012123  
REF: [REDACTED] 0101129881  
ORDER NO/PRON: [REDACTED] 0101129881-2 FUNDED AMT: \$50,000 (P00043)  
[REDACTED] 0101129881-03 FUNDED AMT: \$35,000 (P00045)

(b)(3)(A)  
(i)&Title  
10 Sec  
130 (a)(b)

ACRN: AL  
CUMULATIVE AMOUNT: \$45,000  
ACCT CLASS: 2102040 36 9618 P172419E55 255Y ER0D731900 S01021  
ER0D731900/0YYJLE/H  
ORDER NO/PRON: ER0D731900-01 FUNDED AMT: \$45,000 (P00048)

ACRN: AQ  
CUMULATIVE AMOUNT: \$45,106  
ACCT CLASS: 2112040 36 9618 P172419E55 255Y ER1D732000 S01021  
ER1D732000/1HHJLE/H  
ORDER NO/PRON: ER1D732000-01 FUNDED AMT: \$45,106 (P00057)

ACRN: AV  
CUMULATIVE AMOUNT: \$250,000  
ACCT CLASS: 213 2040 5Q 5117 P172419E55 255Y ER3D731000 S01021  
ER3D731000/34KJLE/4K0000  
ORDER NO/PRON: ER3D731000-01 FUNDED AMT: \$250,000 (P00075)

(b) SUBCLIN 0009AB:

ACRN: AQ  
CUMULATIVE AMOUNT: \$59,894  
ACCT CLASS: 2112040 36 9618 P172419E55 255Y ER1D732000 S01021  
ER1D732000/1HHJLE/H  
ORDER NO/PRON: ER1D732000-01 FUNDED AMT \$24,894 (P00057)  
ER1D732000-02 FUNDED AMT \$35,000 (P00069)

ACRN : AR  
CUMULATIVE AMONT: \$35,000  
ACCT CLASS: 212 2040 5Q 5Q17 P172419E55 255Y ER2D731400 S01021  
ER2D731400/24KJLE/4K0000  
ORDER NO/PRON: ER2D731400-01 FUNDED AMT: \$35,000 (P00057)

000784

SUBCLIN 0007AB

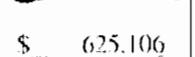
- (1) Amount Required for Full Funding, Including Fee(s): \$ 10,868,600\*
- (2) Amount Allotted Under the LOF Clause for Payment of Costs: \$ \_\_\_\_\_-0-
- (3) Amount Separately Obligated for Payment of Target Fee: \$ \_\_\_\_\_-0-
- (4) Total Amount Allotted and Obligated: \$ \_\_\_\_\_-0-
- (5) Net Amount Required for Full Funding: \$ 10,868,600\*
- (6) Estimated Period of Performance the Allotted Amount Will Cover:

SUBCLIN 0007AC

- (1) Amount Required for Full Funding, Including Fee(s): \$ 61,868,600\*
- (2) Amount Allotted Under the LOF Clause for Payment of Costs: \$ \_\_\_\_\_-0-
- (3) Amount Separately Obligated for Payment of Target Fee: \$ \_\_\_\_\_-0-
- (4) Total Amount Allotted and Obligated: \$ \_\_\_\_\_-0-
- (5) Net Amount Required for Full Funding: \$ 61,868,600\*
- (6) Estimated Period of Performance the Allotted Amount Will Cover:

e. CLINs 0009 and 0010:

SUBCLIN 0009AA:

- (1) Amount Required for Full Funding, Including Fee(s): \$ 14,095,880
- (2) Amount Allotted Under the LOF Clause for Payment of Costs:  (b)(4)
- (3) Amount Separately Obligated for Payment of Fee: 
- (4) Total Amount Allotted and Obligated: \$ 625,106
- (5) Net Amount Required for Full Funding: \$ 13,470,774
- (6) Estimated Period of Performance the Allotted Amount Will Cover:

\*NOT-TO-EXCEED (NTE)

000785

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1 CONTRACT ID CODE  
V

PAGE OF PAGES  
1 2

2 AMENDMENT/MODIFICATION NO  
P00078

3 EFFECTIVE DATE  
W31RPD

4 REQUISITION/PURCHASE REQ. NO

5 PROJECT NO (if applicable)

6 A. Y DEFENSE COMMAND  
PO BOX 1565  
MONTVILLE AL 36601-1561

7 ADMINISTERED BY (if other than item 6)  
DCM TYNABORO  
PO BOX 666  
TYNABORO MA 01870

8 CODE  
NONE

9 NAME AND ADDRESS OF CONTRACTOR (Name, Street, County, State and Zip Code)  
RAYTHEON COMPANY  
160 HATTIWELL ROAD  
BEDFORD MA 01730-9000

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

X 10A. MOD. OF CONTRACT/ORDER NO.  
DASG60-88-C-0001

10B. DATED (SEE ITEM 13)  
X 20-Aug-1988

DDP 04164 FACILITY NONE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offer  is extended  is not extended.

Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:  
(a) by completing items 8 and 15, and returning copies of the amendment; (b) by acknowledging receipt of this amendment on each copy of the offer submitted.  
or (c) by separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

ACCOUNTING AND APPROPRIATION DATA (If required)  
See Schedule

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS.  
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(D).

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF FAR 52.232-22, "Limitation of Funds"

D. OTHER (Specify type of modification and authority)

APPROXY: Contractor  is not,  is required to sign this document and return copies to the issuing office.

DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where applicable.)  
Standard Procurement System defect, the date in Block 10b of the SF30 may be inaccurate. That date should be 30 JAN 1998.  
The purpose of this modification is to decrease incremental funding in the amount of \$250,000 for performance of CLIN 0009AA.

(b)(6) (b)(6) (b)(6)

15C. DATE SIGNED  
1/7/03

16C. DATE SIGNED  
1/7/03

STANDARD FORM 30 (REV. 10-83)  
Prescribed by GSA  
FAR (48 CFR) 53.243

000786

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

The following items are applicable to this modification:

NARRATIVE

1. As a result of the option exercise, the contract amount is decreased by \$250,000. Standard From 26, Block 15G, is decreased accordingly, from \$146,324,422 to \$146,074,422.

2. Section B, Paragraph B-1, CLIN 0009AA is modified as follows:

CLIN 0009AA Available Direct Productive person Hours (DPPIH) is increased by [REDACTED] to [REDACTED] (b)(4)  
Amount is increased by \$250,000, from \$13,470,774 to 13,720,774. Exercised DPPH is decreased by [REDACTED]  
DPPH, from [REDACTED] amount is decreased by \$250,000, from \$625,106 to \$375,106.

3. Section G, Paragraph G-5, CCOUNTING AND APPROPRIATION DATA, is modified to add the following:

SubCLIN 0009AA:

ACRN: AV  
ACCT CLASS: 213 2040 5Q 5117 P172419E55 255Y ER3D731000 S01021 ER3D731000/34KJLE/4K0000  
ORDER NO: ER3D731000-01 FUNDED AMOUNT: \$250,000 (P00075)  
ER3D731000-02 FUNDED AMOUNT: (\$250,000) (P00076)

4. Section G, Paragraph G-6, IMPLEMENTATION OF THE RELATIONSHIP OF THE LIMITATION OF FUNDS (LOF) CLAUSE TO FEE OBLIGATIONS, is modified as described below:

SUBCLIN 0009AA

	PRIOR	THIS MODIFICATION	CUMULATIVE TOTAL
(1) Amount Required for Full Funding, Including Fee(s):	\$14,095,880	-0-	\$14,095,880
(2) Amount Allotted under the LOF Clause for Payment of Costs:	[REDACTED]	[REDACTED]	[REDACTED] (b)(4)
(3) Amount Separately Obligated for Payment of Fee:	[REDACTED]	[REDACTED]	[REDACTED]
(4) Total Amount Allotted and Obligated:	\$ 625,106	(\$250,000)	\$ 375,106
(5) Net Amount Required for Full Funding:	\$13,470,774	\$250,000	\$13,720,774

5. The following page substitutions are hereby incorporated into the contract:

DELETE

Page 1, Modification P00075  
Page 3B, Modification P00075  
Page 13C, Modification P00075  
Page 14B, Modification P00075

ADD

Page 1, Modification P00076  
Page 3B, Modification P00076  
Page 13C, Modification P00076  
Page 14B, Modification P00076

000787

MODIFICATION P00076  
PREVIOUS P00075

<b>AWARD/CONTRACT</b>		1. THIS CONTRACT IS A BAYD ORDER UNDER DFARS (19 CFR 252)	AS-700 <b>DO-A2</b>	PAGE OF 48
CONTRACT No. OF MOD. IS <b>DASG80-88-C-0001</b>		2. EFFECTIVE DATE <b>98 JAN 30</b>	3. REQUIREMENTS/ORDER NUMBER/CLAS. NO. <b>ORDER NO.: ERSD70500-01</b>	
4. BUYER <b>ARMY SPACE AND MISSILE DEFENSE COMMAND ITR &amp; ACQ MGT OPC, SHOC-CA-CN P.O. BOX 1500, MONTVILLE, AL 35807-3801</b>		5. ADMINISTERED BY (If other than item 4) <b>DEFENSE LOGISTICS AGENCY P.O. BOX 928 Baltimore, MD 21076</b>		
6. SOURCE <b>(b)(6)</b>		7. SOURCE <b>SCD: A AOP: MA PAE: NONE</b>		

8. NAME AND ADDRESS OF CONTRACTOR OR, PROD. OR SUPP. (Not out of State) <b>RAYTHEON COMPANY dba RAYTHEON SYSTEMS COMPANY 180 HARTWELL ROAD BEDFORD, MA 01730</b>		9. DELIVERY <input type="checkbox"/> FOB CONSIGNEE <input checked="" type="checkbox"/> OTHER (See below)
		10. DELIVERY POINT FOR PROMPT PAYMENT <b>NET</b>
		11. DELIVERY POINTS If other than address provided to the address delivery is <b>See Section G, Para. G-1</b>

12. SEE FORMS FOR <b>SEE DISTRIBUTION LIST ATTACHED TO DD FORM 1425</b>	13. PAYMENT WILL BE MADE BY <b>DFAS Columbus Center mailing procedures provided under separate cover</b>
--	---

14. AUTHORITY FOR THIS ORDER THIS FULL AND OPEN COMPETITIVE <input checked="" type="checkbox"/> NO MORE THAN 1 (1) <input type="checkbox"/> OF ONE SECTION 1	15. AUTHORITY AND APPROVATION DATA <b>See Section G-5</b>
---	--

16A. ITEM NO.	16B. SUPPLIER/ISSUE	16C. QUANTITY	16D. UNIT	16E. UNIT PRICE	16F. AMOUNT
See Section G for Items 16A through 16F					
<b>TOTAL AMOUNT OF ORDER - \$146,074,422</b>					

17. TABLE OF CONTENTS		18. TABLE OF CONTENTS	
(1) SEC.	PAGES	(1) SEC.	PAGES
PART I - NO BIDDING		PART II - BIDDING	
1	1	1	28-44
2	2-7	2	47-48
3	8	3	
4	9	4	
5	10-11	5	
6	12-18	6	
7	19-24	7	

17.  CONTRACTOR'S RESORTS AGREEMENT (Contractor to sign)  
18.  AWARD (Contractor to sign) (Not required to sign the document.)

19. NAME AND TITLE OF ORDER OFFICER <b>See Page 1A</b>		20. NAME OF CONTRACTING OFFICE <b>See Page 1A</b>	
21. NAME OF CONTRACTOR	22. DATE ORDERED	23. UNITED STATES OF AMERICA	24. DATE ISSUED

FORM 7000-01-145-0000 PREVIOUS EDITIONS UNDESIRABLE

000788

<u>CLIN</u>	<u>SUPPLIES OR SERVICES</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>AMOUNT</u>
0009AA	Available Direct Productive Person Hours (DPPH)	[REDACTED]	See B-10	[REDACTED]
	Exercised DPPH		See B-10	
0009AB	Available Material Dollars	[REDACTED]	See B-10	[REDACTED]
	Exercised Material Dollars		See B-10	

(b)  
(4)

000789

ACRN: AK  
CUMULATIVE AMOUNT: \$85,000  
ACCT CLASS: 9700400 2520 0603173C 2564 [REDACTED] 0101129881 012123  
REF: [REDACTED] 0101129881  
ORDER NO/PRON: [REDACTED] 0101129881-2 FUNDED AMT: \$50,000 (P00043)  
[REDACTED] 0101129881-03 FUNDED AMT: \$35,000 (P00045)

(b)(3)(A)  
(i)&Title  
10 Sec  
130 (a)(b)

ACRN: AL  
CUMULATIVE AMOUNT: \$45,000  
ACCT CLASS: 2102040 36 9618 P172419E55 255Y ER0D731900 S01021  
ER0D731900/0YYJLE/H  
ORDER NO/PRON: ER0D731900-01 FUNDED AMT: \$45,000 (P00048)

ACRN: AQ  
CUMULATIVE AMOUNT: \$45,106  
ACCT CLASS: 2112040 36 9618 P172419E55 255Y ER1D732000 S01021  
ER1D732000/1HHJLE/H  
ORDER NO/PRON: ER1D732000-01 FUNDED AMT: \$45,106 (P00057)

ACRN: AV  
CUMULATIVE AMOUNT: \$0  
ACCT CLASS: 213 2040 5Q 5117 P172419E55 255Y ER3D731000 S01021  
ER3D731000/34KJLE/4K0000  
ORDER NO/PRON: ER3D731000-01 FUNDED AMT: \$250,000 (P00075)  
ER3D731000-02 FUNDED AMT: (\$250,000) (P00076)

(b) SUBCLIN 0009AB:

ACRN: AQ  
CUMULATIVE AMOUNT: \$59,894  
ACCT CLASS: 2112040 36 9618 P172419E55 255Y ER1D732000 S01021  
ER1D732000/1HHJLE/H  
ORDER NO/PRON: ER1D732000-01 FUNDED AMT \$24,894 (P00057)  
ER1D732000-02 FUNDED AMT \$35,000 (P00069)

ACRN: AR  
CUMULATIVE AMONT: \$35,000  
ACCT CLASS: 212 2040 5Q 5Q17 P172419E55 255Y ER2D731400 S01021  
ER2D731400/24KJLE/4K0000  
ORDER NO/PRON: ER2D731400-01 FUNDED AMT: \$35,000 (P00057)

000790

SUBCLIN 0007AB

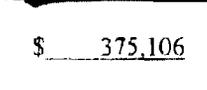
(1) Amount Required for Full Funding, Including Fee(s):	\$ <u>10,868,600*</u>
(2) Amount Allotted Under the LOF Clause for Payment of Costs:	\$ _____ -0-
(3) Amount Separately Obligated for Payment of Target Fee:	\$ _____ -0-
(4) Total Amount Allotted and Obligated:	\$ _____ -0-
(5) Net Amount Required for Full Funding:	\$ <u>10,868,600*</u>
(6) Estimated Period of Performance the Allotted Amount Will Cover:	

SUBCLIN 0007AC

(1) Amount Required for Full Funding, Including Fee(s):	\$ <u>61,868,600*</u>
(2) Amount Allotted Under the LOF Clause for Payment of Costs:	\$ _____ -0-
(3) Amount Separately Obligated for Payment of Target Fee:	\$ _____ -0-
(4) Total Amount Allotted and Obligated:	\$ _____ -0-
(5) Net Amount Required for Full Funding:	\$ <u>61,868,600*</u>
(6) Estimated Period of Performance the Allotted Amount Will Cover:	

e. CLINs 0009 and 0010:

SUBCLIN 0009AA:

(1) Amount Required for Full Funding, Including Fee(s):	\$ <u>14,095,880</u>
(2) Amount Allotted Under the LOF Clause for Payment of Costs:	
(3) Amount Separately Obligated for Payment of Fee:	
(4) Total Amount Allotted and Obligated:	\$ <u>375,106</u>
(5) Net Amount Required for Full Funding:	\$ <u>13,720,774</u>
(6) Estimated Period of Performance the Allotted Amount Will Cover:	

(b)(4)

\*NOT-TO-EXCEED (NTE)

000791



SECTION SF 30 BLOCK 14 CONTINUATION PAGE

The following items are applicable to this modification:

SECTION A - SOLICITATION/CONTRACT FORM  
MODIFICATION

WHEREAS, pursuant to the contract clause, "Limitation of Funds," the government elects to add an increment of funds to CLINs 0003 and 0004 and CLINs 0013 and 0014 of the contract,

NOW, THEREFORE, the contract is hereby changed as described below.

1. SECTION G - CONTRACT ADMINISTRATION DATA, is modified as follows:

a. Paragraph G-5, Accounting and Appropriation Data (CLINs 0003 and 0004), is modified to add the following:

ACRN: AT  
CUMULATIVE AMOUNT: \$6,000,000  
ACCT CLASS: 213 2040 5Q 5Q17 P172419E55 255Y ER3D730200 S01021  
ER3D730200/34KJLE/4K0000  
ORDER NO: ER3D730200-04 FUNDED AMT: \$1,500,000 (P00077)

b. Paragraph G-5, Accounting and Appropriation Data (CLINs 0013 and 0014), is modified to add the following:

ACRN: AU  
CUMULATIVE AMOUNT: \$5,775,000  
ACCT CLASS: 213 2040 5Q 5Q17 P172419E55 255Y ER3D730000 S01021  
ER3D730000/34KJLE/4K0000  
ORDER NO: ER3D730000-03 FUNDED AMT: \$1,000,000 (P00077)

c. Paragraph G-6, Implementation of and Explanation of the Relationship of the Limitation of funds (LOF) Clause to Fee Obligations (CLINs 0003 and 0004) is modified as follows:

CLINs 0003 and 0004:

	PRIOR	THIS MODIFICATION	CUMULATIVE TOTAL
(1) Amount Required for Full Funding, Including Fee(s):	\$145,166,476	-0-	\$145,166,476
(2) Amount Allotted under the LOF Clause for Payment of Target Costs:			
(3) Amount Separately Obligated for Payment for Target Fee:			
(4) Total Amount Allotted and Obligated:	\$ 91,153,422	\$ 1,500,000	\$ 92,653,422
(5) Net Amount Required for Full Funding:	\$ 54,013,054	(\$1,500,000)	\$ 52,513,054
(6) Estimated Period of Performance the Allotted Amount will cover:	24 Jan 03		24 Feb 03

(b)(4)

000793

2. SECTION I - CONTRACT CLAUSES, FAR 52.216-24, Limitation of Government Liability, is modified as follows:

(a) In performing CLIN 0013/0014 of this contract, the Contractor is not authorized to make expenditures or incur obligations exceeding \$5,775,000 dollars.

(b) The maximum amount for which the Government shall be liable for CLIN 0013/0014 if this contract is terminated is \$5,775,000 dollars.

3. The following page substitutions are hereby incorporated into the contract:

DELETE

ADD

Page 13Bi, Modification P00074  
Page 13D, Modification P00073  
Page 14, Modification P00074  
Page 21, Modification P00074  
Page 31A, Modification P00073

Page 13Bi, Modification P00077  
Page 13D, Modification P00077  
Page 14, Modification P00077  
Page 21, Modification P00077  
Page 31A, Modification P00077

000794

ACRN: AT  
CUMULATIVE AMOUNT: \$6,000,000  
ACCT CLASS: 213 2040 5Q 5Q17 P172419E55 255Y ER3D730200 S01021  
ER3D730200/34KJLE/4K0000  
ORDER NO: ER3D730200-01 FUNDED AMT: \$1,500,000 (P00070)  
ER3D730200-02 FUNDED AMT: \$1,500,000 (P00071)  
ER3D730200-03 FUNDED AMT: \$1,500,000 (P00074)  
ER3D730200-04 FUNDED AMT: \$1,500,000 (P00077)

CLIN 0009

(a) SUBCLIN 0009AA

ACRN: AJ  
CUMULATIVE AMOUNT: \$200,000  
ACCT CLASS: 5703600 290 4750 674478 28060F 503000 F78100  
REF: NACXXX00680104  
ORDER NO/PRON: NACXXX00680104-01 FUNDED AMT: \$200,000 (P00043)

000795

CLIN 0013

ACRN:	AU
CUMULATIVE AMOUNT:	\$5,775,000
ACCT CLASS:	213 2040 5Q 5Q17 P172419E55 255Y ER3D730000 S01021 ER3D730000/34KJLE/4K0000
ORDER NO:	ER3D730000-01 FUNDED AMT: \$ 775,000 (P00073) ER3D730000-02 FUNDED AMT: \$4,000,000 (P00073) ER3D730000-03 FUNDED AMT: \$1,000,000 (P00077)

000796

**G-6. IMPLEMENTATION OF AND EXPLANATION OF THE RELATIONSHIP OF THE LIMITATION OF FUNDS (LOF) CLAUSE TO FEE OBLIGATIONS:** The amount of funds estimated to be required for full performance, including fee(s); the amount of funds allotted pursuant to the Contract Clause hereof entitled, Limitations of Funds; the amount of funds currently obligated for fee; and the estimated period of performance covered by the funds allotted are set forth below. Amounts obligated for fee are separate from and are not to be commingled with the amounts allotted for costs and are not available to the contractor to cover costs in excess of those allotted to the contract for cost.

a. CLINs 0001 and 0002:

- (1) Amount Required for Full Funding: \$ 437,946
- (2) Amount Allotted Under the LOF Clause for Payment of Costs: [REDACTED] (b)(4)
- (3) Total Amount Allotted and Obligated: \$ 440,100
- (4) Net Amount Required for Full Funding: (\$ 2,154)
- (5) Estimated Period of Performance the Allotted Amount Will Cover: 30 Sep 99

b. CLINs 0003 and 0004:

- (1) Amount Required for Full Funding, Including Fee(s): \$145,166,476
- (2) Amount Allotted Under the LOF Clause for Payment of Target Costs: [REDACTED] (b)(4)
- (3) Amount Separately Obligated for Payment of Target Fee: [REDACTED]
- (4) Total Amount Allotted and Obligated: \$ 92,653,422\*
- (5) Net Amount Required for Full Funding: \$ 52,513,054\*
- (6) Estimated Period of Performance the Allotted Amount Will Cover: 24 Feb 03

c. CLINs 0005 and 0006:

- SUBCLIN 0005AA**
- (1) Amount Required for Full Funding, Including Fee(s): \$164,011,800\*
- (2) Amount Allotted Under the LOF Clause for Payment of Costs: \$ -0-
- (3) Amount Separately Obligated for Payment of Target Fee: \$ -0-
- (4) Total Amount Allotted and Obligated: \$ -0-
- (5) Net Amount Required for Full Funding: \$164,011,800\*
- (6) Estimated Period of Performance the Allotted Amount Will Cover:

\*NOT-TO-EXCEED (NTE)

000797

H-9. GOVERNMENT-FURNISHED FUELS PROVIDED

Fuels as identified below will be provided through [redacted] in accordance with the clause of this contract entitled Government Property (Cost-Reimbursement, Time and Material, or Labor-Hour Contracts). From time to time the contractor may order with the supplier for partial deliveries of fuel. To assist the Contracting Officer in maintaining accountability of total orders, the contractor shall notify the Contracting Officer when fuels ordered exceed 85 percent of the amount specified below. This is requested for each fuels type listed. The contractor will be financially responsible for orders for fuels in excess of the amount stipulated below:

(b)(3)(A)  
(i)&Title  
10 Sec  
130 (a)(b)

NOMENCLATURE	NATIONAL STOCK NO. (NSN)	UNIT OF ISSUE	QUANTITY AUTHORIZED AS GFP
--------------	--------------------------	---------------	----------------------------

H-9. DESIGN SENSITIVITY TO COST (COST AS AN INDEPENDENT VARIABLE): The contractor may propose changes to the proposed design conforming to cost as an independent variable (CAIV). Those changes which do not alter the Aerostat Performance Specification (APS) may be implemented by the contractor 10 working days after notice of intent specifying the changes is provided to the government. Changes which alter the APS by reducing the requirements may only be undertaken without an equitable reduction in the estimated cost and schedule of the contract if the contractor demonstrates 1) a comparable gain in other performance requirements, 2) such changes are acceptable to the government, and 3) the change does not alter the overall estimated cost of the program. In no event, however, shall the contractor propose to reduce or alter the requirements of paragraph A.2 of Appendix A of the APS.

H-10. INCREMENTAL FUNDING OF THE CONTRACT:

a. It is expected that allotments within each fiscal year will be made on an incremental basis in accordance with the LIMITATION OF FUNDS clause.

b. Pursuant to the Limitation of Funds clause, the sum of [redacted]s presently allotted to CLIN 0001 and available for payment to cover the work to be performed hereunder until 30 Sep 99. The amount of [redacted] obligated for Potential Fee for a total amount of \$440,100 for CLIN 0001.

(b)(4)

c. Pursuant to the LIMITATION OF FUNDS clause, the sum of [redacted]s presently allotted to CLIN 0003 and available for payment to cover the work to be performed hereunder until 24 Feb 03. The amount of [redacted] obligated for Potential Fee (if applicable), for a total amount of [redacted] for CLIN 0003. It is anticipated that funds will be allotted and obligated (combined amounts for Cost and Potential Fee) as follows:

	<u>PLANNED DATE OF FUNDING</u>	<u>AMOUNT</u>	<u>CUMULATIVE</u>
		(In Millions)	
CLIN 0001	Current Obligations (Jun 99)		\$440,100

000798

THE FOLLOWING FAR FULL TEXT CLAUSES APPLY:

102. FAR 52.216-24, LIMITATION OF GOVERNMENT LIABILITY (APR 1984)

(a) In performing CLIN 0013/0014 of this contract, the Contractor is not authorized to make expenditures or incur obligations exceeding \$5,775,000 dollars.

(b) The maximum amount for which the Government shall be liable for CLIN 0013/0014 if this contract is terminated is \$5,775,000 dollars.

103. FAR 52.216-26, PAYMENTS OF ALLOWABLE COSTS BEFORE DEFINITIZATION (MAR 2000)(applicable to CLIN 0013/0014 only)

(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) One hundred 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 80 percent of the allowable costs of those subcontractors.

(2) One hundred percent of approved costs representing cost-reimbursement subcontracts; provided, that the Government's payments to the Contractor shall not exceed 85 percent of the allowable costs of those subcontractors.

(3) Eighty-five 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 85 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.

000799

AMENDMENT/MODIFICATION NO. <b>00078</b>	3. EFFECTIVE DATE <b>20-Feb-2003</b>	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
FY <b>00</b>	CODE <b>W31RPD</b>	7. ADMINISTERED BY (If other than item 6) DCM TYNGSBORO PO BOX 688 TYNGSBORO MA 01879	CODE <b>NONE</b>

SPACE & MISSILE DEFENSE COMMAND  
[REDACTED] (b)(6)  
 HUNTSVILLE AL 35807-3801

NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) RAYTHEON COMPANY 180 HARTWELL ROAD BEDFORD MA 01730-0000	9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED (SEE ITEM 11)
	X 10A. MOD. OF CONTRACT/ORDER NO. DASG60-98-C-0001
	X 10B. DATED (SEE ITEM 13) 20-Aug-1998

ODE **04164** | FACILITY CODE

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer  is extended,  is not extended.

Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:  
 (a) By completing items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

**2. ACCOUNTING AND APPROPRIATION DATA (If required)**  
**See Schedule**

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying agency, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).  
 SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

D. OTHER (Specify type of modification and authority)  
 IAW FAR 52.232-22, Limitation of Funds

IMPORTANT: Contractor  is not,  is required to sign this document and return \_\_\_\_\_ copies to the issuing office.

**4. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)**  
 The purpose of this modification is to provide additional funding in the amount of \$2,195,000 for performance of CLIN 0013.  
 All other terms and conditions remain unchanged and in full force and effect.

Due to a Standard Procurement System defect, the date in block 10b of the SF30 may be inaccurate. That date should be 30 Jan 98.

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

5A. NAME AND TITLE OF SIGNER (Type or print)	15A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
5B. CONTRACTOR/OFFEROR	15C. DATE SIGNED
(Signature of person authorized to sign)	(Signature of Contracting Officer)

DATE SIGNED: (b)(6) -Feb-2003

000800

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

**The following items are applicable to this modification:**

SECTION A - SOLICITATION/CONTRACT FORM  
MODIFICATION

WHEREAS, pursuant to the contract clause, "Limitation of Funds," the government elects to add an increment of funds to CLINs 0013 and 0014 of the contract,

NOW, THEREFORE, the contract is hereby changed as described below.

1. SECTION G - CONTRACT ADMINISTRATION DATA, is modified as follows:

Paragraph G-5, Accounting and Appropriation Data (CLINs 0013 and 0014), is modified to add the following:

ACRN:	AU
CUMULATIVE AMOUNT:	\$7,970,000
ACCT CLASS:	213 2040 5Q 5Q17 P172419E55 255Y ER3D730000 S01021 ER3D730000/34KJLE/4K0000
ORDER NO:	ER3D730000-04 FUNDED AMT: \$2,195,000 (P00078)

2. SECTION I - CONTRACT CLAUSES, FAR 52.216-24, Limitation of Government Liability, is modified as follows:

(a) In performing CLIN 0013/0014 of this contract, the Contractor is not authorized to make expenditures or incur obligations exceeding \$7,970,000 dollars.

(b) The maximum amount for which the Government shall be liable for CLIN 0013/0014 if this contract is terminated is \$7,970,000 dollars.

3. The following page substitutions are hereby incorporated into the contract:

DELETE	ADD
Page 13D, Modification P00073	Page 13D, Modification P00077
Page 31A, Modification P00073	Page 31A, Modification P00077

000801

CLIN 0013

ACRN: AU  
CUMULATIVE AMOUNT: \$7,970,000  
ACCT CLASS: 213 2040 5Q 5Q17 P172419E55 255Y ER3D730000 S01021  
ER3D730000/34KJLE/4K0000  
ORDER NO: ER3D730000-01 FUNDED AMT: \$ 775,000 (P00073)  
ER3D730000-02 FUNDED AMT: \$4,000,000 (P00073)  
ER3D730000-03 FUNDED AMT: \$1,000,000 (P00077)  
ER3D730000-04 FUNDED AMT: \$2,195,000 (P00078)

000802

**THE FOLLOWING FAR FULL TEXT CLAUSES APPLY:**

102. FAR 52.216-24, LIMITATION OF GOVERNMENT LIABILITY (APR 1984)

(a) In performing CLIN 0013/0014 of this contract, the Contractor is not authorized to make expenditures or incur obligations exceeding \$7,970,000 dollars.

(b) The maximum amount for which the Government shall be liable for CLIN 0013/0014 if this contract is terminated is \$7,970,000 dollars.

103. FAR 52.216-26, PAYMENTS OF ALLOWABLE COSTS BEFORE DEFINITIZATION (MAR 2000)(applicable to CLIN 0013/0014 only)

(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) One hundred 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 80 percent of the allowable costs of those subcontractors.

(2) One hundred percent of approved costs representing cost-reimbursement subcontracts; provided, that the Government's payments to the Contractor shall not exceed 85 percent of the allowable costs of those subcontractors.

(3) Eighty-five 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 85 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.

000803

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

1 CONTRACT ID CODE  
PAGE OF PAGES  
1 3

AMENDMENT/MODIFICATION NO <b>0079</b>	3. EFFECTIVE DATE <b>19-Mar-2003</b>	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
SSN BY <b>W31RPD</b>	CODE <b>W31RPD</b>	7. ADMINISTERED BY (If other than item 6) DCM TYNGSBORO PO BOX 686 TYNGSBORO MA 01879	CODE <b>NONE</b>
PLACE & MISSILE DEFENSE COMMAND [REDACTED] (b)(6) MUNTSVILLE AL 35807-3801			

(b)(6)  
(b)(6)

NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) RAYTHEON COMPANY 180 HARTWELL ROAD BEDFORD MA 01730-0000	9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED (SEE ITEM 11)
	X 10A. MOD. OF CONTRACT/ORDER NO. DASG60-98-C-0001
	X 10B. DATED (SEE ITEM 13) 20-Aug-1998

IDE **04164** FACILITY CODE

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer  is extended,  is not extended.

Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:  
 (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

ACCOUNTING AND APPROPRIATION DATA (If required)  
**See Schedule**

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).  
SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

D. OTHER (Specify type of modification and authority)  
IAW FAR 52.232-22, Limitation of Funds

IMPORTANT: Contractor  is not,  is required to sign this document and return \_\_\_\_\_ copies to the issuing office.

DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
The purpose of this modification is to provide incremental funding in the amount of \$3,060,000 for performance of CLIN 0003.  
All other terms and conditions remain unchanged and in full force and effect.  
Due to a Standard Procurement System defect, the date in block 10b of the SF30 may be inaccurate. That date should be 30 Jan 98.

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

5A. NAME AND TITLE OF SIGNER (Type or print)	15A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
	[REDACTED] (b)(6)
5B. CONTRACTOR/OFFEROR	15C. DATE SIGNED
(Signature of person authorized to sign)	16B. UNITED STATES OF AMERICA [REDACTED] (b)(6) (Signature of Contracting Officer)
	16C. DATE SIGNED 19-Mar-2003

(b)(6)  
(b)(6)  
(b)(6)

000804

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

The following items are applicable to this modification:

SECTION A - SOLICITATION/CONTRACT FORM  
MODIFICATION

WHEREAS, pursuant to the contract clause, "Limitation of Funds," the government elects to add an increment of funds to CLINs 0003 and 0004,

NOW, THEREFORE, the contract is hereby changed as described below.

1. SECTION G - CONTRACT ADMINISTRATION DATA, is modified as follows:

a. Paragraph G-5, Accounting and Appropriation Data (CLINs 0003 and 0004), is modified to add the following:

ACRN: AT  
CUMULATIVE AMOUNT: \$8,960,000  
ACCT CLASS: 213 2040 5Q 5Q17 P172419E55 255Y ER3D730200 S01021  
ER3D730200/34KJLE/4K0000  
ORDER NO: ER3D730200-05 FUNDED AMT: \$2,960,000 (P00079)

ACRN: AW  
CUMULATIVE AMOUNT: \$100,000  
ACCT CLASS: 973 0400 1202 183 JT01 606051 65126J 59241 525700  
NMIPR039207  
ORDER NO: NMIPR039207 FUNDED AMT: \$100,000 (P00079)

b. Paragraph G-6, Implementation of and Explanation of the Relationship of the Limitation of funds (LOF) Clause to Fee Obligations (CLINs 0003 and 0004) is modified as follows:

CLINs 0003 and 0004:

	PRIOR	THIS MODIFICATION	CUMULATIVE TOTAL
(1) Amount Required for Full Funding, Including Fee(s):	\$145,166,476	-0-	\$145,166,476
(2) Amount Allotted under the LOF Clause for Payment of Target Costs:	[REDACTED]		
(3) Amount Separately Obligated for Payment for Target Fee:	[REDACTED]		
(4) Total Amount Allotted and Obligated:	\$ 92,653,422	\$ 3,060,000	\$ 95,713,422
(5) Net Amount Required for Full Funding:	\$ 52,513,054	(\$3,060,000)	\$ 49,453,054
(6) Estimated Period of Performance the Allotted Amount will cover:	24 Feb 03		23 May 03

(b)(4)

2. The following page substitutions are hereby incorporated into the contract:

000805

DELETE

Page 13Bi, Modification P00077  
Page 14, Modification P00077  
Page 21, Modification P00077

ADD

Page 13Bi, Modification P00078  
Page 14, Modification P00078  
Page 21, Modification P00078

000806

ACRN: AT  
CUMULATIVE AMOUNT: \$8,960,000  
ACCT CLASS: 213 2040 5Q 5Q17 P172419E55 255Y ER3D730200 S01021  
ER3D730200/34KJLE/4K0000  
ORDER NO: ER3D730200-01 FUNDED AMT: \$1,500,000 (P00070)  
ER3D730200-02 FUNDED AMT: \$1,500,000 (P00071)  
ER3D730200-03 FUNDED AMT: \$1,500,000 (P00074)  
ER3D730200-04 FUNDED AMT: \$1,500,000 (P00077)  
ER3D730200-05 FUNDED AMT: \$2,960,000 (P00079)

ACRN: AW  
CUMULATIVE AMOUNT: \$100,000  
ACCT CLASS: 973 0400 1202 183 JT01 606051 65126J 59241 525700  
NMIPR039207  
ORDER NO: NMIPR039207 FUNDED AMT: \$100,000 (P00079)

CLIN 0009

(a) SUBCLIN 0009AA

ACRN: AJ  
CUMULATIVE AMOUNT: \$200,000  
ACCT CLASS: 5703600 290 4750 674478 28060F 503000 F78100  
REF: NACXXX00680104  
ORDER NO/PRON: NACXXX00680104-01 FUNDED AMT: \$200,000 (P00043)

000807

G-6. IMPLEMENTATION OF AND EXPLANATION OF THE RELATIONSHIP OF THE LIMITATION OF FUNDS (LOF) CLAUSE TO FEE OBLIGATIONS: The amount of funds estimated to be required for full performance, including fee(s); the amount of funds allotted pursuant to the Contract Clause hereof entitled, Limitations of Funds; the amount of funds currently obligated for fee; and the estimated period of performance covered by the funds allotted are set forth below. Amounts obligated for fee are separate from and are not to be commingled with the amounts allotted for costs and are not available to the contractor to cover costs in excess of those allotted to the contract for cost.

- a. CLINs 0001 and 0002:
  - (1) Amount Required for Full Funding: \$ 437,946
  - (2) Amount Allotted Under the LOF Clause for Payment of Costs: [REDACTED] (b)(4)
  - (3) Total Amount Allotted and Obligated: \$ 440,100
  - (4) Net Amount Required for Full Funding: (\$ 2,154)
  - (5) Estimated Period of Performance the Allotted Amount Will Cover: 30 Sep 99
  
- b. CLINs 0003 and 0004:
  - (1) Amount Required for Full Funding, Including Fee(s): \$145,166,476
  - (2) Amount Allotted Under the LOF Clause for Payment of Target Costs: [REDACTED] (b)(4)
  - (3) Amount Separately Obligated for Payment of Target Fee: [REDACTED] (b)(4)
  - (4) Total Amount Allotted and Obligated: \$ 95,713,422\*
  - (5) Net Amount Required for Full Funding: \$ 49,453,054\*
  - (6) Estimated Period of Performance the Allotted Amount Will Cover: 23 May 03
  
- c. CLINs 0005 and 0006:
  - SUBCLIN 0005AA
  - (1) Amount Required for Full Funding, Including Fee(s): \$164,011,800\*
  - (2) Amount Allotted Under the LOF Clause for Payment of Costs: \$ -0-
  - (3) Amount Separately Obligated for Payment of Target Fee: \$ -0-
  - (4) Total Amount Allotted and Obligated: \$ -0-
  - (5) Net Amount Required for Full Funding: \$164,011,800\*
  - (6) Estimated Period of Performance the Allotted Amount Will Cover:

\*NOT-TO-EXCEED (NTE)

000808

H-8. GOVERNMENT-FURNISHED FUELS PROVIDED

Fuels as identified below will be provided through [redacted] in accordance with the clause of this contract entitled Government Property (Cost-Reimbursement, Time and Material, or Labor-Hour Contracts). From time to time the contractor may order with the supplier for partial deliveries of fuel. To assist the Contracting Officer in maintaining accountability of total orders, the contractor shall notify the Contracting Officer when fuels ordered exceed 85 percent of the amount specified below. This is requested for each fuels type listed. The contractor will be financially responsible for orders for fuels in excess of the amount stipulated below:

(b)(3)(A)  
(i)&Title  
10 Sec  
130 (a)(b)

NOMENCLATURE	NATIONAL STOCK NO. (NSN)	UNIT OF ISSUE	QUANTITY AUTHORIZED AS GFP
--------------	--------------------------	---------------	----------------------------

H-9. DESIGN SENSITIVITY TO COST (COST AS AN INDEPENDENT VARIABLE): The contractor may propose changes to the proposed design conforming to cost as an independent variable (CAIV). Those changes which do not alter the Aerostat Performance Specification (APS) may be implemented by the contractor 10 working days after notice of intent specifying the changes is provided to the government. Changes which alter the APS by reducing the requirements may only be undertaken without an equitable reduction in the estimated cost and schedule of the contract if the contractor demonstrates 1) a comparable gain in other performance requirements, 2) such changes are acceptable to the government, and 3) the change does not alter the overall estimated cost of the program. In no event, however, shall the contractor propose to reduce or alter the requirements of paragraph A.2 of Appendix A of the APS.

H-10. INCREMENTAL FUNDING OF THE CONTRACT:

a. It is expected that allotments within each fiscal year will be made on an incremental basis in accordance with the LIMITATION OF FUNDS clause.

b. Pursuant to the Limitation of Funds clause, the sum of [redacted] presently allotted to CLIN 0001 and available for payment to cover the work to be performed hereunder until 30 Sep 99. The amount of [redacted] obligated for Potential Fee for a total amount of \$440,100 for CLIN 0001.

(b)(6)  
(b)(4)

c. Pursuant to the LIMITATION OF FUNDS clause, the sum of [redacted] presently allotted to CLIN 0003 and available for payment to cover the work to be performed hereunder until 23 May 03. The amount of [redacted] obligated for Potential Fee (if applicable), for a total amount of [redacted] for CLIN 0003. It is anticipated that funds will be allotted and obligated (combined amounts for Cost and Potential Fee) as follows:

	<u>PLANNED DATE OF FUNDING</u>	<u>AMOUNT</u>	<u>CUMULATIVE</u>
		(In Millions)	
CLIN 0001	Current Obligations (Jun 99)		\$440,100

000809

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1 CONTRACT ID CODE	PAGE OF PAGES	
				V	1	2
AMENDMENT/MODIFICATION NO. 00080	3. EFFECTIVE DATE 15-Jul-2003	4 REQUISITION/PURCHASE REQ. NO.		5 PROJECT NO. (If applicable)		
11 SPACE & MISSILE DEFENSE COMMAND [REDACTED] (b)(6) HUNTSVILLE AL 35807-3801	CODE W31RPD	7 ADMINISTERED BY (If other than item 6) DCM TYNGSBORO PO BOX 688 TYNGSBORO MA 01879		CODE	NONE	
NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) RAYTHEON COMPANY 180 HARTWELL ROAD BEDFORD MA 01730-0000				9A. AMENDMENT OF SOLICITATION NO.		
				9B. DATED (SEE ITEM 11)		
				X 10A. MOD. OF CONTRACT/ORDER NO. DASG60-98-C-0001		
ODE 04164				X 10B. DATED (SEE ITEM 13) 20-Aug-1998		
FACILITY CODE						
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS						
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended. <input type="checkbox"/> is not extended.						
<p>Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:</p> <p>(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted, or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.</p>						
2. ACCOUNTING AND APPROPRIATION DATA (If required)						
See Schedule						
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.						
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.						
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying _____, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).						
C. SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:						
D. OTHER (Specify type of modification and authority) IAW FAR 52.216-24, Limitation of Government Liability						
IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.						
4. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)						
The purpose of this modification is to provide incremental funding in the amount of \$3,396,000 for performance of CLIN 0013.						
All other terms and conditions remain unchanged and in full force and effect.						
Due to a Standard Procurement System defect, the date in block 10b of the SF30 may be inaccurate. That date should be 30 Jan 98.						
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.						
5A. NAME AND TITLE OF SIGNER (Type or print)				15A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)		
				[REDACTED] (b)(6)		
5B. CONTRACTOR/OFFEROR		15C. DATE SIGNED		15B. UNITED STATES OF AMERICA		15C. DATE SIGNED
(Signature of person authorized to sign)				[REDACTED] (b)(6)		15-Jul-2003

EXCEPTION TO SF 30  
APPROVED BY OIRM 11-84

30-105-04

STANDARD FORM 30 (Rev. 10-83)  
Prescribed by GSA  
FAR (48 CFR) 53.243

000810

(b)  
(6)

(b)(6)  
(b)(6)  
(b)(6)

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

**The following items are applicable to this modification:**

SECTION A - SOLICITATION/CONTRACT FORM  
MODIFICATION

WHEREAS, pursuant to the contract clause, "Limitation of Government Liability," the government elects to add an increment of funds to CLIN 0013,

NOW, THEREFORE, the contract is hereby changed as described below.

1. SECTION G - CONTRACT ADMINISTRATION DATA, is modified as follows:

Paragraph G-5, Accounting and Appropriation Data (CLIN 0013), is modified to add the following:

ACRN:	AX
CUMULATIVE AMOUNT:	\$3,396,000
ACCT CLASS:	213 2040 5Q 5Q17 P172419E55 255Y ER3D740000 S01021 ER3D740000/34KJLE/4K0000
ORDER NO:	ER3D740000-01 FUNDED AMT: \$3,396,000 (P00080)

2. SECTION I - CONTRACT CLAUSES, FAR 52.216-24, Limitation of Government Liability, is modified as follows:

(a) In performing CLIN 0013/0014 of this contract, the Contractor is not authorized to made expenditures or incur obligations exceeding \$11,366,000.

(b) The maximum amount for which the Government shall be liable for CLIN 0013/0014 if this contract is terminated is \$11,366,000.

3. The following page substitutions are hereby incorporated into the contract:

DELETE	ADD
Page 13D, Modification P00078	Page 13D, Modification P00080
Page 31A, Modification P00078	Page 31A, Modification P00080

000811

RAYTHEON COMPANY

MODIFICATION P00080 TO  
CONTRACT DASG60-98-C-0001  
PAGE 13D OF 49 PAGES  
PREVIOUS: MOD P00078

CLIN 0013

ACRN: AU  
CUMULATIVE AMOUNT: \$7,970,000  
ACCT CLASS: 213 2040 5Q 5Q17 P172419E55 255Y ER3D730000 S01021  
ER3D730000/34KJLE/4K0000  
ORDER NO. ER3D730000-01 FUNDED AMT: \$ 775,000 (P00073)  
ER3D730000-02 FUNDED AMT: \$4,000,000 (P00073)  
ER3D730000-03 FUNDED AMT: \$1,000,000 (P00077)  
ER3D730000-04 FUNDED AMT: \$2,195,000 (P00078)

ACRN: AX  
CUMULATIVE AMOUNT: \$3,396,000  
ACCT CLASS: 213 2040 5Q 5Q17 P172419E55 255Y ER3D740000 S01021  
ER3D740000/34KJLE/4K0000  
ORDER NO: ER3D740000-01 FUNDED AMT: \$3,396,000 (P00080)

000812

THE FOLLOWING FAR FULL TEXT CLAUSES APPLY:

102. FAR 52.216-24. LIMITATION OF GOVERNMENT LIABILITY (APR 1984)

(a) In performing CLIN 0013/0014 of this contract, the Contractor is not authorized to make expenditures or incur obligations exceeding \$11,366,000 dollars.

(b) The maximum amount for which the Government shall be liable for CLIN 0013/0014 if this contract is terminated is \$11,366,000 dollars.

103. FAR 52.216-26. PAYMENTS OF ALLOWABLE COSTS BEFORE DEFINITIZATION (MAR 2000)(applicable to CLIN 0013/0014 only)

(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) One hundred 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 80 percent of the allowable costs of those subcontractors.

(2) One hundred percent of approved costs representing cost-reimbursement subcontracts; provided, that the Government's payments to the Contractor shall not exceed 85 percent of the allowable costs of those subcontractors.

(3) Eighty-five 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 85 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.

000813

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>				1 CONTRACT ID CODE <b>V</b>	PAGE OF PAGES <b>1   2</b>
AMENDMENT/MODIFICATION NO. <b>P00081</b>		3. EFFECTIVE DATE <b>15-Jul-2003</b>	4. REQUISITION/PURCHASE REQ NO.		5. PROJECT NO. (If applicable)
6. BUYER CODE <b>W31RPD</b>		7. ADMINISTERED BY (If other than item 6) <b>DCM TYNGSBORO PO BOX 688 TYNGSBORO MA 01879</b>		CODR <b>NONE</b>	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, Country, State and Zip Code) <b>RAYTHEON COMPANY 180 HARTWELL ROAD BEDFORD MA 01730-0000</b>		9A. AMENDMENT OF SOLICITATION NO.			
9. ODE <b>04164</b>		FACILITY CODE			
10. NAME AND ADDRESS OF CONTRACTOR (No., Street, Country, State and Zip Code) <b>RAYTHEON COMPANY 180 HARTWELL ROAD BEDFORD MA 01730-0000</b>		9B. DATED (SEE ITEM 11)		10A. MOD. OF CONTRACT/ORDER NO. <b>DASG60-98-C-0001</b>	
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS		9C. DATED (SEE ITEM 13)		10B. DATED (SEE ITEM 13)	
The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended.		10C. DATED (SEE ITEM 13)		10D. DATED (SEE ITEM 13)	
12. ACCOUNTING AND APPROPRIATION DATA (If required) <b>See Schedule</b>					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying no, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B). ; SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:					
D. OTHER (Specify type of modification and authority)					
IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.					
4. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) The purpose of this modification is to correct the accounting classification for ACRN AX on Modification P00080.  All other terms and conditions remain unchanged and in full force and effect.  Due to a Standard Procurement System defect, the date in block 10b of the SF30 may be inaccurate. That date should be 30 Jan 98.					
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.					
15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)			
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED		16C. DATE SIGNED	
(Signature of person authorized to sign)		(Signature of Contracting Officer)		15 Jul 2003	

EXCEPTION TO SF 30  
APPROVED BY OIRM 11-84

30-105-04

STANDARD FORM 30 (Rev. 10-83)  
Prescribed by GSA  
FAR (48 CFR) 53.243

000814

(b)(6)

SPACE AIR MISSILE DEFENSE COMMAND  
(b)(6)  
HUNTSVILLE AL 35897-3601

(b)(6)

(b)(6)

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

**The following items are applicable to this modification:**

SECTION A - SOLICITATION/CONTRACT FORM  
MODIFICATION

1. SECTION G - CONTRACT ADMINISTRATION DATA, is modified as follows:

Paragraph G-5, Accounting and Appropriation Data (CLIN 0013), is modified to read as follows:

ACRN:	AX
CUMULATIVE AMOUNT:	\$3,396,000
ACCT CLASS:	213 2040 5Q 5Q17 P172419E55 255Y ER3D740000 S01021 ER3D740000/34KJLF/4K0000
ORDER NO:	ER3D740000-01 FUNDED AMT: \$3,396,000 (P00080)

2. The following page substitution is hereby incorporated into the contract:

DELETE

ADD

Page 13D, Modification P00080

Page 13D, Modification P00081

000815

CLIN 0013

ACRN: AU  
CUMULATIVE AMOUNT: \$7,970,000  
ACCT CLASS: 213 2040 5Q 5Q17 P172419E55 255Y ER3D730000 S01021  
ER3D730000/34KJLE/4K0000  
ORDER NO: ER3D730000-01 FUNDED AMT: \$ 775,000 (P00073)  
ER3D730000-02 FUNDED AMT: \$4,000,000 (P00073)  
ER3D730000-03 FUNDED AMT: \$1,000,000 (P00077)  
ER3D730000-04 FUNDED AMT: \$2,195,000 (P00078)

ACRN: AX  
CUMULATIVE AMOUNT: \$3,396,000  
ACCT CLASS: 213 2040 5Q 5Q17 P172419E55 255Y ER3D740000 S01021  
ER3D740000/34KJLF/4K0000  
ORDER NO: ER3D740000-01 FUNDED AMT: \$3,396,000 (P00080)

000816

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE	PAGE OF PAGES	
				V	1	2
AMENDMENT/MODIFICATION NO. P00082	3. EFFECTIVE DATE 31-Jul-2003	4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If applicable)		
6. SPACE & MISSILE DEFENSE COMMAND [REDACTED] (b)(6) PO BOX 1500 HUNTSVILLE AL 35807-3801	7. ADMINISTERED BY (If other than item 6) DCM TYNGSBORO PO BOX 688 TYNGSBORO MA 01873	8. CODE		NONE		
9. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) RAYTHEON COMPANY 180 HARTWELL ROAD BEDFORD MA 01730-0000				9A. AMENDMENT OF SOLICITATION NO.		
				9B. DATED (SEE ITEM 11)		
				X 10A. MOD. OF CONTRACT/ORDER NO. DASG60-98-C-0001		
				X 10B. DATED (SEE ITEM 13) 20-Aug-1998		
11. CODE 04164	12. FACILITY CODE					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS						
<input type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended.						
Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.						
2. ACCOUNTING AND APPROPRIATION DATA (If required)						
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.						
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.						
C. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying date, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B). SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:						
D. OTHER (Specify type of modification and authority)						
3. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.						
4. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) The purpose of this modification is to provide a replacement DD 254 listed in Section J of the contract. All other terms and conditions remain unchanged and in full force and effect. Due to a Standard Procurement System defect, the date in block 10b of the SF30 may be inaccurate. That date should be 30 Jan 98.						
(except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.						
15A. NAME AND TITLE OF SIGNER (Type or print)				15A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)		
				[REDACTED] (b)(6)		
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA		16C. DATE SIGNED		
(Signature of person authorized to sign)		B [REDACTED] (b)(6)		31-Jul-2003		
		(Signature of Contracting Officer)				

EXCEPTION TO SF 30  
APPROVED BY OIRM 11-84

30-105-04

STANDARD FORM 30 (Rev. 10-83)  
Prescribed by GSA  
FAR (48 CFR) 53.243

000817

b6

(b) (6)

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

**The following items are applicable to this modification:**

SECTION A - SOLICITATION/CONTRACT FORM  
MODIFICATION

1. SECTION I - LIST OF ATTACHMENTS, is hereby modified as follows:

TITLE	DATED	# OF PAGES
Contract Security Classification Specification (DD Form 254-E), Rev 6	29 Jul 03	6



15 Nov 00 24

(b)(3)(A)  
(i)&Title 10 Sec  
130 (a)(b)

2. The following page substitution is hereby incorporated into the contract:

DELETE	ADD
Page 47, Modification P00072 Page 49, Modification P00073	Page 47, Modification P00082 Page 49, Modification P00082

000818

PART III - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS

<u>TITLE</u>	<u>DATE</u>	<u># OF PAGES</u>	
Award/Contract (SF 26) and Continuation Sheets		49	
Contract Security Classification Specification (DD Form 254-E) Rev 6	29 Jul 03	6	
Contract Data Requirements List (DD Form 1423) Exhibits A, B, and C, with Distribution List & Data Item Nos. A001, A0008, A0011, A013, A18 & A021	12 Oct 99 1 Sep 00	29 6	
Scope of Work SW-JLENS-16-97, "JLENS Program," Rev. 2 With Attachment A	16 Nov 00 16 Nov 00	12 2	
U.S. Army Strategic Defense Command Ballistic Missile Defense (BMD) Classification Guide, incorporated herein by reference. Upon request, the Contracting Officer will provide.	03 Jul 89	132	
			(b)(3)(A) (i)&Title 10 Sec 130 (a)(b) (b)(7)(E)
U.S. Army Strategic Defense Command Industrial Operations Security (OPSEC) Guide, incorporated herein by reference. Upon request, the Contracting Officer will provide.	Sep 91	88	
Military Standard (MIL-STD) 1806, Marking Technical Data Prepared by or for the Department of Defense, incorporated herein by reference.	1 Feb 90	43	
Joint Aerostat Project Management Office Aerostat Development Program Security Classification Guide incorporated by reference and previously furnished.	7 Jul 00	32	
			(b)(3)(A) (i)&Title 10 Sec 130 (a)(b) (b)(7)(E)

000819

<u>TITLE</u>	<u>DATE</u>	<u># OF PAGES</u>	
Acronym List	14 Nov 97	7	
Rights in Technical Data and Computer Software attached hereto by reference.	12 Oct 99	2	
The Section K Representations, Certifications and Other Statements of Offeror submitted by contractor in response to RFP DASG60-97-R-0030 are hereby incorporated into this contract by reference.			
Scope of Work SW-JLENS-16-97, "JLENS Program, Spiral 1" Rev 4	3 Dec 02	12	
Contract Data Requirements List (DD Form 1423) Exhibits A, B, and C, with Distribution List & Data Item Nos. A001 through A022	1 Oct 02	22	
Joint Land Attack Cruise Missile Defense Elevated Netted Sensor System (JLENS) Performance Specification (JPS) – Spiral 1	30 Oct 02	12	
 Classification Guide	15 Nov 00	24	(b)(3)(A) (i)&Title 10 Sec 130 (a)(b)



**12. PUBLIC RELEASE.** Any information classified or *sensitive* pertaining to this contract shall not be released for public dissemination except as provided by the Industrial Security Manual, unless it has been approved for public release by appropriate U.S. Government authority. Proposed public releases shall be submitted for approval prior to release.  If  Through *Specify:*

Deputy Commander, U.S. Army Space and Missile Defense Command, ATTN: SMDC-PA, P.O. Box 1500, Huntsville, AL 35807-3801

to the Directorate for Freedom of Information and Security Review, Office of the Assistant Secretary of Defense (Public Affairs)\* for review. \*In the case of non-DoD User Agencies, requests for disclosure shall be submitted to that agency.

(b)(7)(E)

**13. SECURITY GUIDANCE** The security classification guidance needed for this classified effort is identified below. If any difficulty is encountered in applying this guidance or if any other contributing factor indicates a need for changes in this guidance, the contractor is authorized and encouraged to provide recommended alternatives to challenge the guidance or the classification assigned to any information or material furnished or generated under this contract, and to submit any questions or interpretations of this guidance to the official identified below. Pending final decision, the information involved shall be handled and protected at the highest level of classification assigned or recommended. *Fill in as appropriate for the classified effort. Attach, or attach under separate correspondence, any documents/grades/extracts referenced herein. Add additional pages as needed to provide complete guidance.*

SEE ATTACHED PAGES

**14. ADDITIONAL SECURITY REQUIREMENTS.** Requirements, in addition to ISM requirements, are established for this contract.  Yes  No  
If Yes, identify the pertinent contractual clauses in the contract document itself, or provide an appropriate statement which identifies the additional requirements. Provide a copy of the requirements to the cognizant security office. Use Item 13 if additional space is needed.

(b)(7)(E)

**15. INSPECTIONS.** Elements of this contract are outside the inspection responsibility of the cognizant security office.  Yes  No  
If Yes, explain and identify specific areas or elements carved out and the activity responsible for inspections. Use Item 13 if additional space is needed.

**16. CERTIFICATION AND SIGNATURE.** Security requirements stated herein are complete and adequate for safeguarding the classified information to be released or generated under this classified effort. All questions shall be referred to the official named below

a. TYPED NAME OF CERTIFYING OFFICIAL  (b)(6)	b. TITLE PROGRAM SECURITY MANAGER	c. TELEPHONE (Includ. Area Code)  (b)(6)
--	--------------------------------------	--

(b)(6)

1. ADDRESS (Include Zip Code)  
ILENS Project Office (b)(6)  
ATTN: (b)(6) P.O. Box 1500  
Huntsville, AL 35807-3801

SIGNATURE  
(b)(6)  
7-29-03

- 17. REQUIRED DISTRIBUTION**
- 1. CONTRACTOR
  - 2. SUBCONTRACTOR
  - 3. COGNIZANT SECURITY OFFICE FOR PRIME AND SUBCONTRACTOR
  - 4. JOINTLY RESPONSIBLE FOR OVERSEAS SECURITY ADMINISTRATION
  - 5. ADMINISTRATIVE CONTRACTING OFFICE
  - 6. OTHERS AS NECESSARY

(b)(6)

(b)(6)

ITEM 13 Continuation

REFERENCE BLOCK 8; [REDACTED]



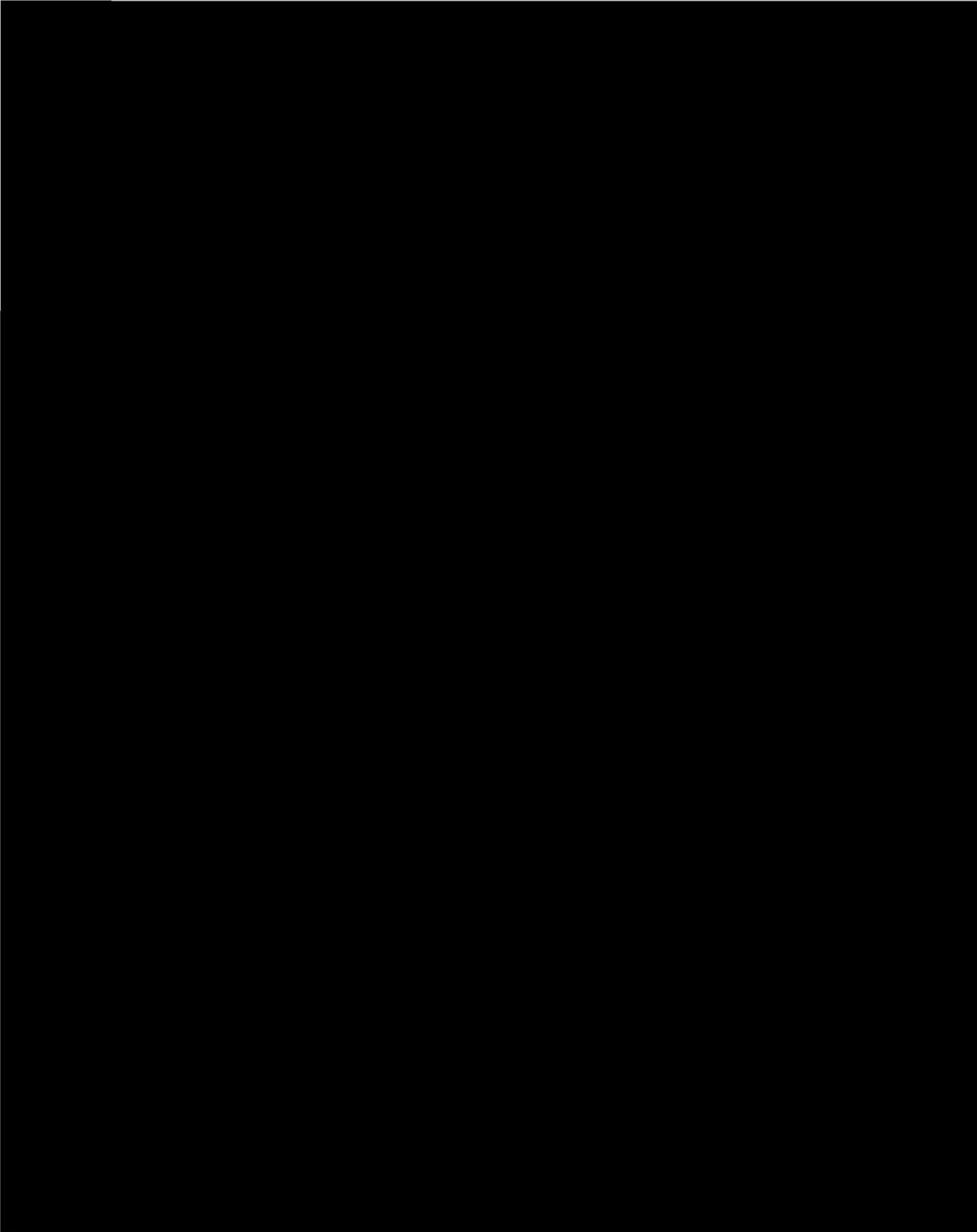
(b)(3)(A)  
(i)&Title  
10 Sec 130  
(a)(b)



(b)(7)(E)

(b)  
(7)  
(E)

000823

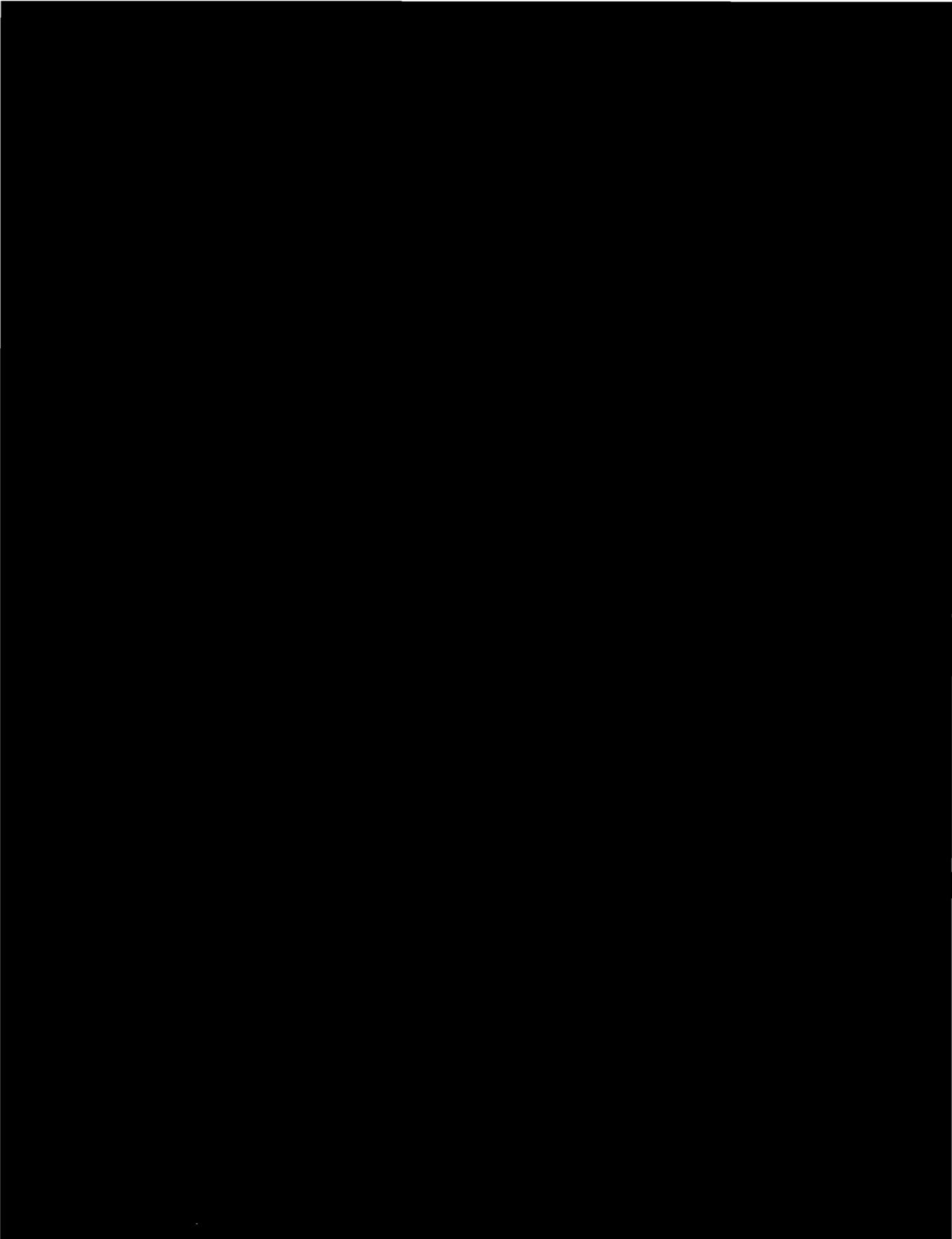


(b)  
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(7)  
(E)

(b)  
(7)  
(E)

000824

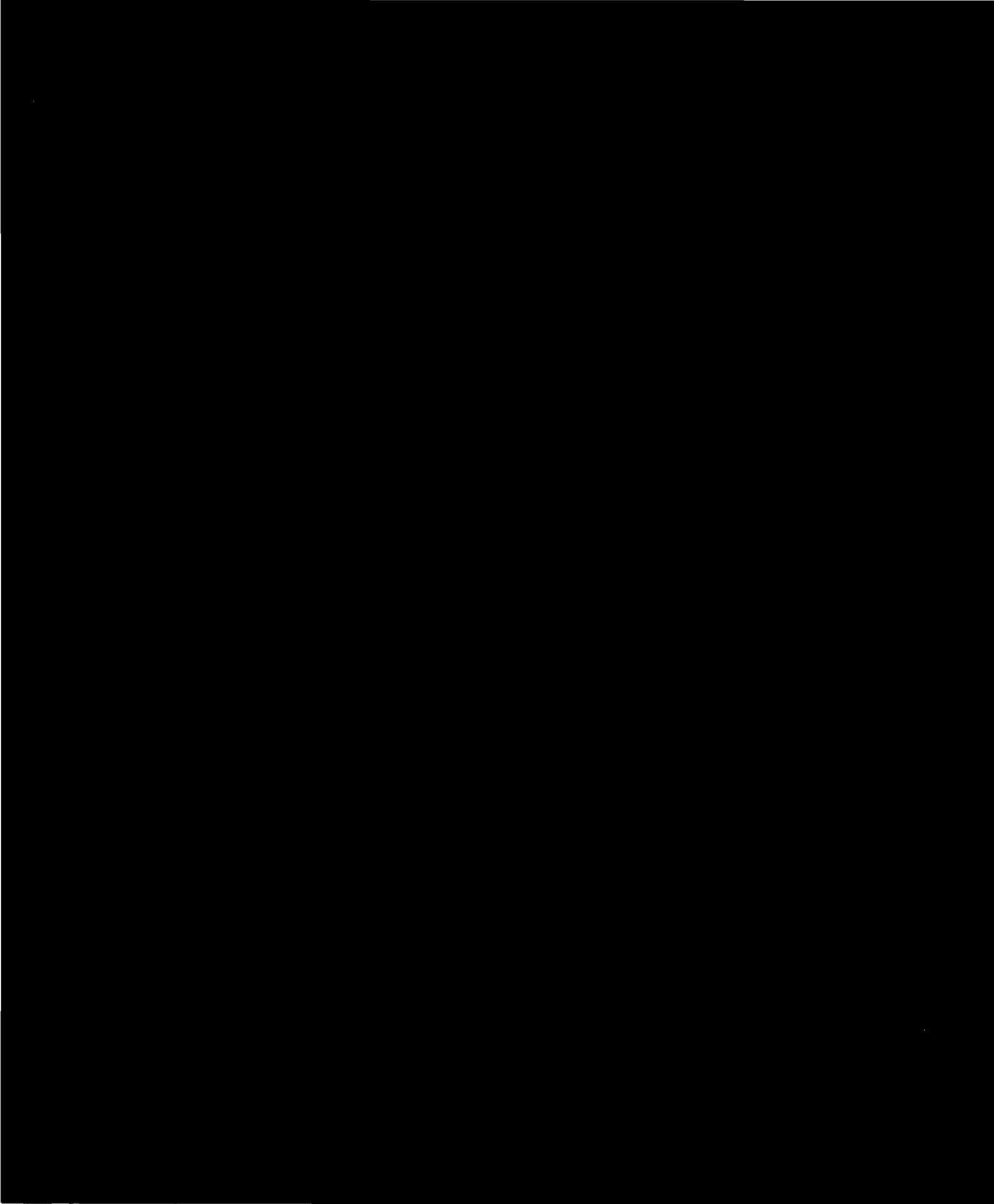


(b)  
(7)  
(E)

(b)  
(7)  
(E)

(b)  
(7)  
(E)

000825



(b)  
(7)  
(E)

(b)  
(7)  
(E)

(b)  
(7)  
(E)

000826

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1 CONTRACT ID CODE PAGE OF PAGES 1 2

2 AMENDMENT/MODIFICATION NO. P00083 3. EFFECTIVE DATE 26-Aug-2003 4. ACQUISITION/PURCHASE REQ NO. 5. PROJECT NO. (if applicable)

6. TYPE CODE W31RPD 7. ADMINISTERED BY (If other than user 6) CODE NONE  
TRACE A MOBILE DEFENSE COMMAND (b)(6)  
HUNTVILLE AL 35807-3801  
DCM TYNGBORO  
PO BOX 666  
TYNGBORO MA 01070

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)  
RAYTECH COMPANY  
151 HARTWELL ROAD  
BEDFORD MA 01730-0000  
9A. AMENDMENT OF SOLICITATION NO.  
9B. DATED (SEE ITEM 11)  
X 10A. MOD. OF CONTRACT/ORDER NO. DASG80-98-C-0001  
X 10B. DATED (SEE ITEM 13) 20-Aug-1998  
CODE 04164 FACILITY CODE

11 THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of offer is amended.  is amended.  is not amended.  
Offer must show acknowledgment of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:  
(a) By completing Items 8 and 15, and returning copies of this amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided such telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (if required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.  
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.101(B).  
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Mutual Agreement  
D. OTHER (Specify type of modification and authority)

5. IMPORTANT: Contractor  is not,  is required to sign this document and return 1 copies to the issuing office.

14. OPTION OF AMENDMENT/MODIFICATION (Organized by UCP section headings, including solicitation/contract subject matter feasible.)  
one of this modification is to revise the contract definitization schedule set forth in DFARS 252.217-7027.

15A. NAME [Redacted] 15B. [Redacted] 15C. DATE SIGNED 8/27/03 15D. NAME AND TITLE OF CONTRACTING OFFICER (Type of print) [Redacted] (b)(6) 15E. [Redacted] 15F. DATE SIGNED 8/27/03 (b)(6)

000827

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

**The following items are applicable to this modification:**

SECTION A - SOLICITATION/CONTRACT FORM  
MODIFICATION

1. SECTION I – CONTRACT CLAUSES, DFARS 252.217-7027, paragraph (b) is hereby modified to read as follows:

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

Submission of Proposal:	60 days after award of letter contract modification
Begin Negotiations:	90 days after receipt of qualifying proposal
Definitization of Modification:	130 days after receipt of qualifying proposal (30 Sep 2003)

2. The following page substitution is hereby incorporated into the contract:

DELETE	ADD
Page 46A, Modification P00073	Page 46A, Modification P00083

000828

55. CONTRACT DEFINITIZATION (OCT 1998)(DFARS 252.217-7027)

(a) A cost-plus-incentive-fee contract 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 a cost-plus-incentive-fee proposal and cost or pricing data supporting its proposal.

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

Submission of Proposal:	60 days after award of letter contract modification
Begin Negotiations:	90 days after receipt of qualifying proposal
Definitization of Modification:	130 days after receipt of qualifying proposal (30 Sep 2003)

(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-plus-incentive-fee ceiling in no event to exceed \$37,000,000 for CLINs 0013/0014 and a negotiated cost-plus-fixed-fee ceiling in no event to exceed \$11,000,000 for CLINs 0015/0016.

000829

AMENDMENT OF SOLICITATION/DEFINITION OF CONTRACT		1. CONTRACT IN CASE	PAGE OF FORMS
		V	1 / 7
2. DATE OF AMENDMENT	3. DATE OF CONTRACT	4. AMENDMENT NO. (If other than 000)	
0808-4	26 Sep 03	00000	
5. ORDER NO.	6. ORDER NO.	7. AMENDMENT NO. (If other than 000)	
		00000	
8. NAME AND ADDRESS OF CONTRACTOR (Job, Street, County, State and Zip Code)		9. NAME OF CONTRACTOR'S NO.	
10. NAME AND ADDRESS OF CONTRACTOR'S NO.		11. NAME OF CONTRACTOR'S NO.	
		12. NAME OF CONTRACTOR'S NO.	
		13. NAME OF CONTRACTOR'S NO.	
14. THIS FORM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS			
15. ACCOUNTING AND APPROPRIATION DATA (If required)			
16. THIS FORM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS WHICH REVISIONS THE CONTRACTS TO AS DESCRIBED IN ITEM 14.			
17. THIS CHANGE ORDER IS INCURRED FOR THE FOLLOWING REASONS (Specify authority) THIS CHANGE SET FORTH IN ITEM 14 ARE MADE BY THE CONTRACTOR UNDER THE TERMS OF THE CONTRACT.			
18. THE ABOVE DESCRIBED CONTRACTOR IS REQUESTED TO REVISION THE CONTRACTIVE CHANGES (such as change in pricing, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF THE CLERK.			
19. THIS SOLICITATION AMENDMENT IS INCURRED FOR THE FOLLOWING REASONS (Specify authority) THIS CHANGE SET FORTH IN ITEM 14 ARE MADE BY THE CONTRACTOR UNDER THE TERMS OF THE CONTRACT.			
20. OTHER (Specify type of modification and authority)			
21. IMPORTANT: Comment <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return copies to the issuing office.			
22. DESCRIPTION OF AMENDMENT/CHANGE/ORDER (Completed by DCF within heading, including all details of contract subject matter where feasible.)			
23. Due to a Standard Procurement System defect, the date shown in block 10b of the SFPO may be incorrect. That date should be 20 Jun 03.			
24. NAME AND ADDRESS OF CONTRACTOR (If required)			
25. NAME AND ADDRESS OF CONTRACTOR'S NO. (If required)			
26. DATE SIGNED		27. DATE SIGNED	
9/26/03		9/29/03	
APPROVED BY CIRM 11-44		APPROVED BY CIRM 11-44	

(b)(6)  
(b)(6)

(b)(6)  
(b)(6)

000830

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

The following items are applicable to this modification:

SECTION A - SOLICITATION/CONTRACT FORM  
MODIFICATION

Whereas, the contractor has submitted a proposal, dated 21 May 2003, for definitizing the Not To Exceed (NTE) for CLINs 0013/0014 and CLINs 0015/0016, and

Whereas, the parties have completed negotiations of the definitive CLINs 0013/0014 and 0015/0016, and

NOW, THEREFORE, the contract is modified as follows:

1. Standard Form 26, Block 15G, is hereby increased by \$41,047,110, from \$146,074,422 to \$187,121,532.

2. SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS:

a. Paragraph B-1. Line Item Description, CLIN 0013, the amount of \$37,000,000\* is deleted and replaced with a definitive amount of \$41,047,110.

b. Paragraph B-1. Line Item Description, CLIN 0015, the amount of \$11,000,000\* is deleted and 2 subclins are established as shown below:

<u>SUBCLIN</u>	<u>SUPPLIES OR SERVICES</u>	<u>QUANTITY</u>	<u>AMOUNT</u>
0015AA	Level of Effort	See B-15	\$ 8,323,376
0015AB	Materials	See B-15	\$ 250,378

c. Paragraph B-11. COMPLETION TYPE COST REIMBURSEMENT CONTRACT, paragraph a is changed to include CLIN 0013/0014 and paragraph h is added as follows:

h. CLIN 0013 will be considered complete based upon the completion of the milestones listed in F-5 and the state of work requirement.

d. Paragraph B-12. SEPARATE APPLICATION OF FUNDING is changed to read as follows:

B-12. SEPARATE APPLICATION OF FUNDING: The Limitation of Funds and Allowable Cost and Payments clauses apply separately to each of CLIN sets: 0001/0002, 0003/0004, 0005/0006, 0007/0008, 0009/0010, 0011/0012, 0013/0014 and 0015/0016.

e. Paragraph B-13. TARGET COST, TARGET FEE, MINIMUM INCENTIVE FEE, MAXIMUM INCENTIVE FEE, AND INCENTIVE ARRANGEMENT FOR CLINs 0013/0014 is changed to read as follows:

B-13. TARGET COST, TARGET FEE, MINIMUM INCENTIVE FEE, MAXIMUM INCENTIVE FEE, AND INCENTIVE ARRANGEMENT FOR CLINs 0013/0014:

- a. Target Cost:
- b. Target Fee:
- c. Minimum Incentive Fee.
- d. Maximum Incentive Fee:



(b)(4)

000831

e. Total Target Cost and Target Fee: \$41,047,110

f. Paragraph B-14. INCENTIVE FEE FOR CLINs 0013/0014 is changed to read as follows.

B-14. INCENTIVE FEE FOR CLINs 0013/0014:

In accordance with General Provisions FAR 52.216-7, entitled "Allowable Cost and Payments", and FAR 52.216-10, entitled "Incentive Fee", the total amount for reimbursement of cost and fee for performance under CLINs 0013 and 0014 are set forth below:

Target Cost  
Target Fee

[REDACTED]

(b)(4)

Incentive Arrangement: Maximum Fee:  
Minimum Fee:

[REDACTED]

(Share Ratio: Government/Contractor)

Underrun: [REDACTED] for the amount by which the total allowable cost is less than the target cost until maximum fee is attained.

(b)(4)

Overrun: [REDACTED] for the amount by which the total allowable cost exceeds the target cost until minimum fee is attained.

(b)(4)

FAR 52.216-10 INCENTIVE FEE

Paragraph (e)(1) is stated as follows:

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

(b)(4)

g. Paragraph B-15. ESTIMATED COST, FIXED FEE, AND TOTAL AMOUNT FOR CLINs 0015/0016 is changed to read as follows:

B-15. ESTIMATED COST, FIXED FEE, AND TOTAL AMOUNT FOR CLINs 0015/0016:

a. SUBCLIN 0015AA:

(1) The estimated cost, exclusive of fixed fee for SUBCLIN 0015AA, is [REDACTED]

(2) The fixed fee for SUBCLIN 0015AA is [REDACTED]

(3) The total amount for SUBCLIN 0015AA is \$8,323,376.

(b)(4)

b. SUBCLIN 0015AB:

(1) The estimated cost, exclusive of fixed fee for SUBCLIN 0015AB, is [REDACTED]

(2) The fixed fee for SUBCLIN 0015AB is [REDACTED]

(3) The total amount for SUBCLIN 0015AB is \$250,378.

(b)(4)

h. Paragraph B-16. LEVEL OF EFFORT (Applicable to CLINs 0015/0016) is hereby added as follows:

000832

a. SUBCLIN 0015AA:

(1) In the performance of this contract, the contractor shall provide direct productive person hours (DPPH) level of effort by labor category, as set forth below, within the time period as set forth in Section F hereof:

<u>LABOR CATEGORY</u>	<u>DIRECT PRODUCTIVE PERSON HOURS LEVEL OF EFFORT</u>
Engineering and Support	[REDACTED] (b)(4)

(2) DPPH are defined as prime contractor, consultant, and subcontractor actual direct labor hours exclusive of vacation, holiday, sick leave, and other absences.

(3) In accordance with FAR 16.306(d)(2), entitlement to the total fixed fee is subject to the certification by the contractor to the Administrative Contracting Officer that he has exerted the DPPH level of effort by labor category as specified herein in performing the work called for, has provided the reports called for, and the effort performed and reports provided are considered satisfactory by the Government.

b. SUBCLIN 0015AB: Material is property that may be incorporated into or attached to the demonstrated end item or that may be consumed or expended in performing CLIN 0015. It includes assemblies, components, parts, raw and pressed material, and small tools and supplies that may be consumed in normal use in performing CLIN 0015.

**3. SECTION F – DELIVERIES OR PERFORMANCE**

a. **Paragraph F-1.** COMPLETION OF REQUIREMENT paragraphs g and h are changed to read as follows:

g. The contractor shall complete the task required by CLIN 0013 no later than 30 Jun 2005. The contractor shall complete delivery of all data and reports required by CLIN 0014 by 30 Sep 05.

h. The contractor shall complete the task required by CLIN 0015 and complete delivery of all data and reports required by CLIN 0016 by 30 Sep 07.

b. **Paragraph F-5.** MILESTONE EVENTS AND PERFORMANCE PERIOD: CLINs 0013/0014 milestones are changed as follows:

MILESTONE EVENT	TIME PERIOD
<u>CLIN 0013 – Spiral 1</u>	
System Requirements Review	First Quarter FY 03
Design Review	Second Quarter FY 03
Processing Station IPR	Third Quarter FY 03
Platform IPR	Fourth Quarter FY 03
Payload IPR	First Quarter FY 04
System IPR	Second Quarter FY 04
Radar Ground Test	Third Quarter FY 04

000833

[REDACTED]

Fourth Quarter FY 04

(b)(3)(A)  
(i)&Title 10  
Sec 130 (a)(b)

Integration and Test Site

First Quarter FY 05

JLENS System FVT

Second Quarter FY 05

[REDACTED]

Third Quarter FY 05

(b)(3)(A)  
(i)&Title 10  
Sec 130 (a)(b)

CLIN 0015/0016 milestones are hereby deleted

**4. SECTION G - CONTRACT ADMINISTRATION DATA:**

**a. Paragraph G-1. INVOICING AND VOUCHERING**

(1) Paragraph d applicability is changed to read "(Applicable to CLINs 0003/0004, 0005/0006, 0007/0008, and 0013/0014)."

(2) Paragraph h is added as follows:

h. The contractor may include in provisional vouchers fixed fee based on the percentage of level of effort hours exerted to the total level of effort hours stipulated in Section B, Paragraph B-16, subject to the withholding reserve of the contract clause titled "Fixed Fee." (Applicable to CLINs 0015/0016).

**b. Paragraph G-6, IMPLEMENTATION OF AND EXPLANATION OF THE RELATIONSHIP OF THE LIMITATION OF FUNDS (LOF) CLAUSE TO FEE OBLIGATIONS:**

(1) Paragraph g. (CLINs 0013 and 0014) is changed to read as follows:

g. CLINs 0013 and 0014.

(1) Amount Required for Full Funding, Including Fee(s):	\$41,047,110
(2) Amount Allotted under the LOF Clause for Payment of Target Costs:	[REDACTED]
(3) Amount Separately Obligated for Payment for Target Fee:	[REDACTED]
(4) Total Amount Allotted and Obligated:	\$11,366,000
(5) Net Amount Required for Full Funding:	\$29,681,110
(6) Estimated Period of Performance the Allotted Amount will cover:	31 Oct 03

(b)(4)

(2) Paragraph h. (CLINs 0015 and 0016) is added as follows:

**h. CLINs 0015 and 0016:**

SUBCLIN 0015AA:

(1) Amount Required for Full Funding, Including Fee(s):	\$ 8,123,376
(2) Amount Allotted Under the LOF Clause for Payment of Costs	\$ -0-
(3) Amount Separately Obligated for Payment of Fee:	\$ -0-

000834

- (4) Total Amount Allotted and Obligated: \$ \_\_\_\_\_ -0-
- (5) Net Amount Required for Full Funding: \$ 8,323,376
- (6) Estimated Period of Performance the Allotted Amount Will Cover:

SUBCLIN 0015AB:

- (1) Amount Required for Full Funding, Including Fee(s): \$ 250,378
- (2) Amount Allotted Under the LOF Clause for Payment of Costs: \$ \_\_\_\_\_ -0-
- (3) Amount Separately Obligated for Payment of Fee: \$ \_\_\_\_\_ -0-
- (4) Total Amount Allotted and Obligated: \$ \_\_\_\_\_ -0-
- (5) Net Amount Required for Full Funding: \$ 250,378
- (6) Estimated Period of Performance the Allotted Amount Will Cover:

**5. SECTION H – SPECIAL CONTRACT REQUIREMENTS:**

**a. Paragraph H-3.** OPTIONS, CLIN 0015 is changed to read as follows:

At the unilateral option of the government, CLIN 0015 may be exercised incrementally or totally not later than 30 Sep 07, up to the amount set forth in Section B of the contract. The CPFF unit price per DPPH will be used to exercise CLIN 0015, if it is exercised incrementally. (b)(4)

**b. Paragraph H-10.** INCREMENTAL FUNDING OF THE CONTRACT: Paragraph c., CLINs 0013 and 0015 are changed to read as follows:

CLIN 0013	Current Obligations	\$11,366,000
	FY 04	\$18,293,000
	FY 05	\$11,388,110
CLIN 0015	TBD	TBD

**6. SECTION I – CONTRACT CLAUSES:**

- a. FAR 52.216-8, FIXED FEE.** Applicability is changed to include CLINs 0015/0016.
- b. FAR 51.216-10, INCENTIVE FEE.** Applicability is changed to include CLINs 0013/0014.
- c. FAR 52.216-24, LIMITATION OF GOVERNMENT LIABILITY (APR 1984)** is hereby deleted.
- d. FAR 52.216-26, PAYMENTS OF ALLOWABLE COSTS BEFORE DEFINITIZATION (MAR 2000)** is hereby deleted.
- e. DFARS 252.217-7027, CONTRACT DEFINITIZATION (OCT 1998)** is hereby deleted.

**7. SECTION J – LIST OF ATTACHMENTS** is modified as follows:

**a.** Contract Data Requirements List (DD Form 1423), Exhibits A, B, and C, with Distribution List & Data Item Nos. A001, A008, A011, A013, A018, & A021, dated 12 Oct 99 is hereby deleted.

000835

b. Scope of Work SW-JLENS-16-97, "JLENS Program, Spiral 1" Rev 4, dated 3 Dec 02 is hereby deleted and replaced with Statement of Work, "JLENS Program, Spiral 1," Rev 5, dated 30 May 03.

c. Contract Data Requirements List (DD Form 1423), Data Item Nos. A001, A004, A022, dated 1 Oct 02 are hereby deleted and replaced with the following:

A001, dated 19 Sep 03

A004, dated 11 Jun 03

A022, dated 1 Aug 03

d. Contract Data Requirements List (DD Form 1423), Data Item No. A023, dated 2 Jun 03 is hereby incorporated into the contract.

e. Government Furnished Equipment List – Spiral 1, dated 20 Jun 03 is hereby incorporated into the contract.

8. The following page substitutions are hereby incorporated into the contract:

DELETE	ADD
Page 1, Modification P00076	Page 1, Modification P00084
Page 3Ai, Modification P00073	Page 3Ai, Modification P00084
Page 3B, Modification P00076	Page 3B, Modification P00084
Page 6, Modification P00051	Page 6, Modification P00084
Page 7, Modification P00073	Page 7, Modification P00084
Page 7A, Modification P00073	Page 7A, Modification P00084
	Page 7B, Modification P00084
Page 10, Modification P00073	Page 10, Modification P00084
Page 11A, Modification P00073	Page 11A, Modification P00084
Page 12, Modification P00051	Page 12, Modification P00084
Page 15, Modification P00073	Page 15, Modification P00084
	Page 15A, Modification P00084
Page 17, Modification P00073	Page 17, Modification P00084
Page 22, Modification P00073	Page 22, Modification P00084
Page 27, Modification P00034	Page 27, Modification P00084
Page 31, Modification P00073	Page 31, Modification P00084
Page 31A, Modification P00080	Page 31A, Modification P00084
Page 31B, Modification P00073	Page 31B, Modification P00084
Page 35, Modification P00073	Page 35, Modification P00084
Page 46A, Modification P00083	Page 46A, Modification P00084
Page 47, Modification P00082	Page 47, Modification P00084
Page 49, Modification P00082	Page 49, Modification P00084

000836

<b>AWARD/CONTRACT</b>		1. THIS CONTRACT IS A RFTO UNDER UNDER OPAS (18 CFR 201)	NA "M4 <b>DO-A2</b>	PAGE OF 1 19	
CONTRACT (Proc. and Ident.) No. <b>DASG60-98-C-0001</b>		2. EFFECTIVE DATE <b>98 Jan 30</b>	3. REQUISITION/PURCHASE REQUISITION NO. <b>ORDER NO.: ER8D700500-01</b>		
4. ORDERED BY (If other than item 2) <b>ARMY SPACE AND MISSILE DEFENSE COMMAND ITR &amp; ACQ MGT OPC, SMOG-CM-CN P.O. BOX 1500, HUNTSVILLE, AL 35807-3801</b>		5. ADMINISTERED BY (If other than item 2) <b>DEFENSE LOGISTICS AGENCY P.O. BOX 928 Hanover, MD 21076</b>			
7. NAME AND ADDRESS OF CONTRACTOR (Incl. street, city, county, State and ZIP Code) <b>RAYTHEON COMPANY dba RAYTHEON SYSTEMS COMPANY 180 HARTWELL ROAD BEDFORD, MA 01730</b>		6. DELIVERY <input type="checkbox"/> FOB CONSIGNEE <input checked="" type="checkbox"/> OTHER (See below) 8. DISCOUNT FOR PROMPT PAYMENT <b>NET</b> 10. USPOST OFFICER (If other than addressee assigned to the address indicated on Section 8) <b>See Section G, Para. G-1</b>			
11. SHIP THROUGH FOR <b>CODE 04164 FACILITY CODE</b> <b>SEE DISTRIBUTION LIST ATTACHED TO DD FORM 1423</b>		12. PAYMENT WILL BE MADE BY <b>OPAS Columbus Center mailing procedure provided under separate cover</b>			
13. AUTHORITY FOR ITEMS OTHER THAN FULL AND OPEN COMPETITIVE <input checked="" type="checkbox"/> 48 USC 2304(f) (5) <input type="checkbox"/> 48 USC 2304(f) (1)		14. ADDRESSES AND APPROPRIATION DATA <b>See Section G-5</b>			
15A. ITEM NO.	15B. DESCRIPTION	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	
<b>See Section B for Items 15A through 15F</b>					
				<b>187,121,532</b>	
<b>15. TABLE OF CONTENTS</b>					
✓ 1	SEC.	DESCRIPTION	PAGES	PAGES	
		PART I - THE ORDER		PART II - CONTRACT CLAUSE	
✓	4	DELIVERY/SHIPMENT POINT	7	✓ 1	
✓	5	SUPPLIES OR SERVICES AND INCENTIVES	2-7	PART III - LIST OF DOCUMENTS, ORDERS AND OTHER ATTACH.	
✓	6	DEFERRED/POSTPONED SHIPMENT		✓	2
✓	7	PACKAGES AND MARKING	8	PART IV - SUPPLEMENTAL PROVISIONS	
✓	8	INSPECTION AND ACCEPTANCE	9	E	
✓	9	DELIVERY OR PERFORMANCE	10-11	F	
✓	10	CONTRACT ADMINISTRATION DATA	12-18	L	
✓	11	SPECIAL CONTRACT PROVISIONS	18-24	M	
<b>CONTRACTING OFFICER WILL COMPLETE ITEMS 17 OR 18 AS APPLICABLE</b>					
17. <input checked="" type="checkbox"/> CONTRACTOR'S REPRESENTED AGREEMENT (Contractor is required to sign this document and return it to the contracting officer.)			18. <input type="checkbox"/> ORDER (Contractor is not required to sign this document.) Yes		
19. NAME AND TITLE OF ORDERING OFFICER <b>See Page 1A</b>			20. NAME OF CONTRACTING OFFICER <b>See Page 1A</b>		
NAME OF CONTRACTOR <b>See Page 1A</b>		19B. DATE ORDERED	20B. OFFICE SYMBOL	20C. DATE ORDERED	

(b)(6)

000837

**BASIC**

0013	Spiral 1 -- COTS -- Based System  Statement of Work SW-JLENS-16-97, dated 3 Dec 02, Rev 4, titled "JLENS Program, Spiral 1", incorporated herein and attached as set forth in Part III, Section J, hereof. Paragraphs 1.1, 1.2, 1.3, 2.1, 2.2, 2.3, 2.4, 2.5, 2.6.2, 2.6.3, 2.9, 3.1, 3.2, 3.3, 3.4, 3.5.1, 3.5.2, 3.5.3, 3.5.4, 3.5.5, 3.5.6, 3.5.7, 3.7, 3.8, 3.9, 3.9.1, 3.9.2, 3.10.1, 3.10.1.1, 3.10.1.2, 4.1, 4.2, 5.1, 5.2, 5.3, 5.4, 5.5, 5.6, 6.1.2, 6.1.3, 6.1.4, 6.1.5, 6.1.6, 6.2, 6.3, 6.4, 7.0	1	Task	\$41,047,110
0014	Contract Data Requirements List (CDRL), DD Form 1423, Exhibit A, consisting of Exhibit Line Item Nos. A001 through A006 and A008 through A020 and A022 incorporated herein and attached as set forth in Part III, Section J, hereof.	1	Lot	Not Separately Priced

**OPTION V**

0015	Operations & Sustainment -- Statement of Work SW-JLENS-16-97, dated 3 Dec 02, Rev 4, titled "JLENS Program, Spiral 1", incorporated herein and attached as set forth in Part III, Section J, hereof. Paragraphs 1.1, 1.2, 1.3, 2.1, 2.2, 2.3, 2.4, 2.5, 2.6.1, 2.9, 3.1, 3.4, 3.5.1, 3.5.6, 3.7, 3.8, 5.6, 6.1.2, 6.1.3, 6.1.4, 6.1.5, 6.1.6, 6.2, 6.3, 6.4, 7.0, and 8.0	See B-15		
0015AA	Level-of-Effort (Includes labor and travel)	See B-15		\$8,323,376
0015AB	Materials	See B-15		\$ 250,378
0016	Contract Data Requirements List (CDRL), DD Form 1423, Exhibit B, consisting of Exhibit Line Item Nos. B001 through B010, incorporated herein and attached as set forth in Part III, Section J, hereof.	1	Lot	Not Separately Priced

000838

<u>CLIN</u>	<u>SUPPLIES OR SERVICES</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>AMOUNT</u>	
0009AA	Available Direct Productive Person Hours (DPPH)	[REDACTED]	See B-10	[REDACTED]	(b)(4)
	Exercised DPPH		See B-10	[REDACTED]	
0009AB	Available Material Dollars	[REDACTED]	See B-10	\$ 5,433,402	
	Exercised Material Dollars		See B-10	\$ 94,894	
0015AA	Available Direct Productive Person Hours (DPPH)	-0-	See B-16	[REDACTED]	(b)(4)
	Exercised DPPH		See B-16	[REDACTED]	
0015AB	Available Material Dollars		See B-16	\$ 250,378	
	Exercised Material Dollars		See B-16	\$ -0-	

000839

B-10. LEVEL OF EFFORT (Applicable to CLINs 0009/0010):

a. SUBCLIN 0009AA:

(1) In the performance of this contract, the contractor shall provide direct productive person hours (DPPH) level of effort by labor category, as set forth below, within the time period as set forth in Section F hereof:

<u>LABOR CATEGORY</u>	<u>DIRECT PRODUCTIVE PERSON HOURS LEVEL OF EFFORT</u>
Engineering and Support	 (b)(4)

(2) DPPH are defined as prime contractor, consultant, and subcontractor actual direct labor hours exclusive of vacation, holiday, sick leave, and other absences.

(3) In accordance with FAR 16.306(d)(2), entitlement to the total fixed fee is subject to the certification by the contractor to the Administrative Contracting Officer that he has exerted the DPPH level of effort by labor category as specified herein in performing the work called for, has provided the reports called for, and the effort performed and reports provided are considered satisfactory by the Government.

b. SUBCLIN 0009AB: Material is property that may be incorporated into or attached to the demonstrated end item or that may be consumed or expended in performing CLIN 0009. It includes assemblies, components, parts, raw and pressed material, and small tools and supplies that may be consumed in normal use in performing CLIN 0009.

B-11. COMPLETION TYPE COST REIMBURSEMENT CONTRACT:

a. Performance of Contract Line Items 0001/0002, 0003/0004, 0005/0006 (if exercised), 0007/0008 (if exercised), 0011/0012 (if exercised), and 0013/0014 shall be accomplished on a completion basis as defined in FAR 16.306(d)(1). Pending satisfactory completion of the task, fee payments are provisional and are not final. Fee payments will not become final unless and until the contractor performs the task required by CLINs 0003, 0005 (if exercised), 0007 (if exercised) and 0011 (if exercised) and delivers data required by CLINs 0006 (if exercised), 0008 (if exercised), 0012 (if exercised), and 0014 and such are accepted by the Government as being satisfactory. In the event the task cannot be completed by the contractor within the estimated cost of the CLIN, the Government may require completion of the task without increase in fee, provided the Government increases the estimated cost of the CLIN under the LIMITATION OF COST or FUNDS contract clause.

b. CLIN 0001 will be considered complete based upon the completion of the statement of work requirements.

c. CLIN 0003 will be considered complete based upon the completion of the milestones listed in F-5 and the statement of work requirement.

d. CLIN 0005 (if exercised) will be considered complete based upon the completion of PTIR ADSAM Demonstration and statement of work requirements.

000840

e. CLIN 0007 (if exercised) will be considered complete based upon the completion of the statement of work requirements.

f. CLIN 0011 (if exercised) will be considered complete based upon completion of the statement of work requirements.

g. CLINs 0002, 0004, 0006 (if exercised), 0008 (if exercised), 0012 (if exercised), and 0014 will be considered complete based upon a determination that all data and reports have been submitted and accepted, as set forth in Block 8 of each exhibit line item number of the DD Form 1423

h. CLIN 0013 will be considered complete based upon the completion of the milestones listed in F-5 and the statement of work requirement.

**B-12. SEPARATE APPLICATION OF FUNDING:** The Limitation of Funds and Allowable Cost and Payments clauses apply separately to each of CLIN sets. 0001/0002, 0003/0004, 0005/0006, 0007/0008, 0009/0010, 0011/0012, 0013/0014 and 0015/0016.

**B-13. TARGET COST, TARGET FEE, MINIMUM INCENTIVE FEE, MAXIMUM INCENTIVE FEE, AND INCENTIVE ARRANGEMENT FOR CLINs 0013/0014:**

a. Target Cost:

b. Target Fee:

c. Minimum Incentive Fee.

d. Maximum Incentive Fee.

e. Total Target Cost and Target Fee:



\$41,047,110

(b)(4)

**B-14. INCENTIVE FEE FOR CLINs 0013/0014:**

In accordance with General Provisions FAR 52.216-7, entitled "Allowable Cost and Payments", and FAR 52.216-10, entitled "Incentive Fee", the total amount for reimbursement of cost and fee for performance under CLINs 0013 and 0014 are set forth below:

Target Cost  
Target Fee



Incentive Arrangement: Maximum Fee  
Minimum Fee:



(Share Ratio: Government/Contractor)

Underrun: 70/30 for the amount by which the total allowable cost is less than the target cost until maximum fee is attained.

(b)(4)

000841

Overrun: [redacted] for the amount by which the total allowable cost exceeds the target cost until minimum fee is attained. (b)(4)

FAR 52.216-10 INCENTIVE FEE

Paragraph (e)(1) is stated as follows:

(e) Fee payable. (1) The fee payable under this contract shall be the target fee increased by [redacted] for every dollar that the total allowable cost is less than the target cost or decreased by [redacted] for every dollar that the total allowable cost exceeds the target cost. In no event shall the fee be greater than [redacted] or less than [redacted] of the target cost. (b)(4)

B-15. ESTIMATED COST, FIXED FEE, AND TOTAL AMOUNT FOR CLINs 0015/0016:

a. SUBCLIN 0015AA:

- (1) The estimated cost, exclusive of fixed fee for SUBCLIN 0015AA, is [redacted]
- (2) The fixed fee for SUBCLIN 0015AA is [redacted]
- (3) The total amount for SUBCLIN 0015AA is \$8,323,376.

(b)(4)

b. SUBCLIN 0015AB:

- (1) The estimated cost, exclusive of fixed fee for SUBCLIN 0015AB, is [redacted]
- (2) The fixed fee for SUBCLIN 0015AB is [redacted]
- (3) The total amount for SUBCLIN 0015AB is \$250,378.

B-16. LEVEL OF EFFORT (Applicable to CLINs 0015/0016):

a. SUBCLIN 0015AA:

(1) In the performance of this contract, the contractor shall provide direct productive person hours (DPPH) level of effort by labor category, as set forth below, within the time period as set forth in Section F hereof:

LABOR CATEGORY

DIRECT PRODUCTIVE  
PERSON HOURS  
LEVEL OF EFFORT

Engineering and Support

[redacted] (b)(4)

(2) DPPH are defined as prime contractor, consultant, and subcontractor actual direct labor hours exclusive of vacation, holiday, sick leave, and other absences.

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(3) In accordance with FAR 16.306(d)(2), entitlement to the total fixed fee is subject to the certification by the contractor to the Administrative Contracting Officer that he has exerted the DPPH level of effort by labor category as specified herein in performing the work called for, has provided the reports called for, and the effort performed and reports provided are considered satisfactory by the Government.

b. SUBCLIN 0015AB: Material is property that may be incorporated into or attached to the demonstrated end item or that may be consumed or expended in performing CLIN 0015. It includes assemblies, components, parts, raw and pressed material, and small tools and supplies that may be consumed in normal use in performing CLIN 0015.

000843

SECTION F - DELIVERIES OR PERFORMANCE

F-1. COMPLETION OF REQUIREMENT:

a. The contractor shall complete the task required by CLIN 0001 and complete delivery of all data and reports required by CLIN 0002 by 30 Aug 99.

b. The contractor shall complete the task required by CLIN 0003 and complete delivery of all data and reports required by CLIN 0004 by 30 Sep 05.

c. The contractor shall complete the task required by CLIN 0005 and complete delivery of all data and reports required by CLIN 0006 by 30 Sep 05 for each Subclin, if exercised.

d. The contractor shall complete the task required by CLIN 0007 and complete delivery of all data and reports required by CLIN 0008 by 30 Sep 05 for each Subclin, if exercised.

e. The contractor shall provide all level of effort, data, and reports required by CLINs 0009 and 0010 by 30 Sep 05.

f. The contractor shall complete the task required by CLIN 0011 and complete delivery of all data and reports required by CLIN 0012 by 30 Sep 07.

g. The contractor shall complete the task required by CLIN 0013 no later than 30 Jun 05. The contractor shall complete delivery of all data and reports required by CLIN 0014 by 30 Sep 05.

h. The contractor shall complete the task required by CLIN 0015 and complete delivery of all data and reports required by CLIN 0016 by 30 Sep 07.

F-2. DATA AND REPORTS: The contractor shall prepare and deliver data and reports in accordance with the Contract Data Requirements List, DD Form 1423.

F-3. PLACE AND METHOD OF DELIVERY:

a. The contractor shall deliver the reports and data specified in the Contract Data Requirements List, DD Form 1423, transportation charges paid, and addressed to the attention of offices by symbol as shown in Block 14 of DD Form 1423.

b. The contractor shall furnish the Procuring Contracting Officer and the Administrative Contracting Officer one (1) copy of the transmittal letters submitting data requirements to the offices shown in Block 14 of DD Form 1423.

F-4. CLAUSE INCORPORATED BY REFERENCE (JUN 1988)(FAR 52.252-2). This contract incorporates one or more clauses by reference, with the same force and effect as if it were given in full text. Upon request, the Contracting Officer will make its full text available.

000844

CLIN 0013 - Spiral 1

System Requirements Review

First Quarter FY 03

Design Review

Second Quarter FY 03

Processing Station IPR

Third Quarter FY 03

Platform IPR

Fourth Quarter FY 03

Payload IPR

First Quarter FY 04

System IPR

Second Quarter FY 04

Radar Ground Test

Third Quarter FY 04

[REDACTED]

Fourth Quarter FY 04

(b)(3)(A)  
(i)&Title  
10 Sec 130  
(a)(b)

Integration and Test Site

First Quarter FY 05

JLENS System FVT

Second Quarter FY 05

[REDACTED]

Third Quarter FY 05

(b)(3)(A)  
(i)&Title  
10 Sec 130  
(a)(b)

000 845

SECTION G - CONTRACT ADMINISTRATION DATA

G-1. INVOICING AND VOUCHERING.

a. Public vouchers, together with any necessary supporting documentation, shall be submitted to the cognizant Defense Contract Audit Agency (DCAA) Office, prior to payment by the Finance and Accounting Office specified in Block 12, Page 1, Section A, of Standard Form 26.

b. A copy of each voucher, together with any necessary supporting documentation, shall also be submitted to the issuing office specified in Block 5, Page 1, Section A of Standard Form 26, concurrently with submission to the DCAA.

c. The contractor shall identify on each public voucher the Contract Line Item Number (CLIN) which pertains to the charges billed, e.g., CLIN 0003A.

d. The contractor may include in provisional vouchers target fee based on the percentage of work completed, subject to the withholding reserve of the contract clause titled "Incentive Fee." The Contracting Officer may elect to withhold or accelerate fee payment based upon the Contractor's actual performance as compared to the milestone events target dates as set forth in Section F-5 hereof. (Applicable to CLINs 0003/0004, 0005/0006, 0007/0008, and 0013/0014).

e. The contractor may include in provisional vouchers fixed fee based on the percentage of level of effort hours exerted to the total level of effort hours stipulated in Section B, Paragraph B-18, subject to the withholding reserve of the contract clause titled "Fixed Fee." (Applicable to CLINs 0009/0010).

f. The contractor may include in provisional vouchers fixed fee based on the percentage of work completed, subject to the withholding reserve of the contract clause titled "Fixed Fee." The Contracting Officer may elect to withhold or accelerate fee payment based upon the Contractor's actual performance as compared to the milestone events target dates as set forth in Section F-5 hereof. (Applicable to CLINs 0011/0012).

g. The Paying Office shall ensure that the voucher is disbursed for each ACRN as indicated on the voucher (or as specified herein).

h. The contractor may include in provisional vouchers fixed fee based on the percentage of level of effort hours exerted to the total level of effort hours stipulated in Section B, Paragraph B-18, subject to the withholding reserve of the contract clause titled "Fixed Fee." (Applicable to CLINs 0015/0016).

G-2. CONTRACT ADMINISTRATION. Administration of this contract will be performed by the cognizant office as shown in Block 6, Page 1, Section A, of Standard Form 26. 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.

000846

d. CLINs 0011 and 0012:

(1) Amount Required for Full Funding, Including Fee(s):	\$ 41,558,000*
(2) Amount Allotted Under the LOF Clause for Payment of Costs:	\$ _____ -0-
(3) Amount Separately Obligated for Payment of Fee:	\$ _____ -0-
(4) Total Amount Allotted and Obligated:	\$ _____ -0-
(5) Net Amount Required for Full Funding:	\$ 41,558,000*
(6) Estimated Period of Performance the Allotted Amount Will Cover:	

\*NOT-TO-EXCEED (NTE)

g. CLINs 0013 and 0014:

(1) Amount Required for Full Funding, Including Fee(s):	\$ 41,047,110
(2) Amount Allotted Under the LOF Clause for Payment of Costs:	
(3) Amount Separately Obligated for Payment of Target Fee:	
(4) Total Amount Allotted and Obligated:	\$ 11,366,000
(5) Net Amount Required for Full Funding:	\$ 29,681,110
(6) Estimated Period of Performance the Allotted Amount Will Cover:	31 Oct 03

(b)(4)

h. CLINs 0015 and 0016:

SUBCLIN 00015AA:

(1) Amount Required for Full Funding, Including Fee(s):	\$ 8,323,376
(2) Amount Allotted Under the LOF Clause for Payment of Costs:	\$ _____ -0-
(3) Amount Separately Obligated for Payment of Fee:	\$ _____ -0-
(4) Total Amount Allotted and Obligated:	\$ _____ -0-
(5) Net Amount Required for Full Funding:	\$ 8,323,376
(6) Estimated Period of Performance the Allotted Amount Will Cover	

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SUBCLIN 00015AB:

(1) Amount Required for Full Funding, Including Fee(s):	\$ 250,378
(2) Amount Allotted Under the LOF Clause for Payment of Costs:	\$ -0-
(3) Amount Separately Obligated for Payment of Fee:	\$ -0-
(4) Total Amount Allotted and Obligated:	\$ -0-
(5) Net Amount Required for Full Funding:	\$ 250,378
(6) Estimated Period of Performance the Allotted Amount Will Cover:	

G-7. DELETED

G-8. Remittance Address:



(b)(4)

000848

H-3 OPTIONS: The option CLINs stipulated in the contract may be exercised at the unilateral option of the government. The exercise of the option CLIN shall be by written notice provided to the contractor by the Contracting Officer not later than the dates shown below provided preliminary notice is given by the government thirty (30) days prior to option exercise. The contractor shall incur no costs chargeable to any option CLIN until the Contracting Officer has provided written notification that the option CLIN has been exercised. The option CLINs may be exercised individually and the exercise of an option CLIN will include its attendant data item CLIN:

OPTION	DATE
CLINs 0005/0006 (OPTION I)	
0005AA	NLT 30 Dec 00
0005AB	NLT 30 Dec 02
0005AC	NLT 30 Jun 03
CLINs 0007/0008 (OPTION II)	
0007AA	NLT 30 Nov 01
0007AB	NLT 30 Nov 02
0007AC	NLT 30 Jun 03
CLINs 0011 and 0012 (Option IV)	NLT 30 Dec 05

CLIN 0009: At the unilateral option of the government, CLIN 0009 may be exercised incrementally or totally at any time during the period of performance of the contract, up to the amount set forth in Section B of the contract. The CPFF unit price per DPPH [REDACTED] will be used to exercise CLIN 0009, if it is exercised incrementally.

(b)(4)

CLIN 0015: At the unilateral option of the government, CLIN 0015 may be exercised incrementally or totally not later than 30 Sep 07, up to the amount set forth in Section B of the contract. The CPFF unit price per DPPH [REDACTED] will be used to exercise CLIN 0015, if it is exercised incrementally.

(b)(4)

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	<u>PLANNED DATE OF FUNDING</u>	<u>AMOUNT</u>	<u>CUMULATIVE</u>
(In Millions)			
CLIN 0003	Current Obligations (Oct 99)		\$31,431,222
	FY 00	16.0000	
	FY 01	17.5000	
	FY 02	20.0650	
	FY 03	20.0650	
	FY 04	20.0650	
	FY 05	20.040254	
CLIN 0005 (OPTION I)	TBD	TBD	
CLIN 0007 (OPTION II)	TBD	TBD	
CLIN 0009 (OPTION III)	TBD	TBD	
CLIN 0011 (OPTION IV)	TBD	TBD	
CLIN 0013	Current Obligations		\$11,366,000
	FY 04	\$18,293,000	
	FY 05	\$11,388,110	
CLIN 0015	TBD	TBD	

c. The Government may unilaterally change planned allotments. Such changes in planned allotments will not in and of themselves entitle the contractor to an equitable adjustment under this contract. However, any equitable adjustment which is required will be settled in accordance with the CHANGES clause of the contract. If the contractor incurs costs at a pace which exceeds the foregoing allotment schedule then the contractor shall not be entitled to an increase in the potential award fee unless and to the extent that the accelerated spending is caused by a change to the contract independently changing the work.

d. Nothing herein shall be interpreted as creating an obligation in advance of an appropriation or allotment.

e. At any time the contractor determines that the next planned allotment or any succeeding allotment will not be sufficient, the contractor shall notify the Contracting Officer in writing. In accordance with the LIMITATION OF FUNDS clause, this notice is required 30 days prior to the end of the then current funding period. (This notice is in addition to the notice required by paragraph (c) of the LIMITATION OF FUNDS clause.)

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<u>CLAUSE NUMBER</u>	<u>FAR CITATION</u>	<u>CLAUSE TITLE</u>	<u>DATE</u>
30	52.216-8	FIXED FEE (Applicable to CLINs 0009/0010, 0011/0012, and 0015/0016)	MAR 1997
31	52.216-10	INCENTIVE FEE (Applicable to CLINs 0003/0004 and 0013/0014)	MAR 1997
32	52.216-12	COST-SHARING CONTRACT - NO FEE (Applicable to CLINs 0001/0002)	APR 1984
33	52.219-8	UTILIZATION OF SMALL, SMALL DISADVANTAGED, AND WOMEN-OWNED SMALL BUSINESS CONCERNS	JUN 1997
34	52.219-9	SMALL , SMALL DISADVANTAGED, AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN ALTERNATE II	AUG 1996 MAR 1996
35	52.219-16	LIQUIDATED DAMAGES - SUBCONTRACTING PLAN	OCT 1995
36	52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB 1997
37	52.222-2	PAYMENT FOR OVERTIME PREMIUMS Insert <u>0</u> at end of first sentence, paragraph (a).	JUL 1990
38	52.222-3	CONVICT LABOR	AUG 1996
39	52.222-4	CONTRACT WORK HOURS AND SAFETY STANDARDS ACT-OVERTIME COMPENSATION	JUL 1995
40	52.222-20	WALSH-HEALEY PUBLIC CONTRACTS ACT	DEC 1996
41	52.222-26	EQUAL OPPORTUNITY	APR 1984
42	52.222-28	EQUAL OPPORTUNITY PREAWARD CLEARANCE OF SUBCONTRACTS	APR 1984
43	52.222-35	AFFIRMATIVE ACTION FOR SPECIAL DISABLED AND VIETNAM ERA VETERANS	APR 1984
44	52.222-36	AFFIRMATIVE ACTION FOR HANDICAPPED WORKERS	APR 1984

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<u>CLAUSE NUMBER</u>	<u>FAR CITATION</u>	<u>CLAUSE TITLE</u>	<u>DATE</u>
97	52.247-64	PREFERENCE FOR PRIVATELY OWNED U.S. FLAG COMMERCIAL VESSELS	AUG 1996
98	52.249-6	TERMINATION (COST REIMBURSEMENT)	SEP 1996
99	52.249-14	EXCUSABLE DELAYS	APR 1984
100	52.251-1	GOVERNMENT SUPPLY SOURCES	APR 1984
101	52.253-1	COMPUTER GENERATED FORMS	JAN 1991

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THE FOLLOWING FAR FULL TEXT CLAUSES APPLY:

102. RESERVED.

103. RESERVED.

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<u>CLAUSE NUMBER</u>	<u>DFARS CITATION</u>	<u>CLAUSE TITLE</u>	<u>DATE</u>
52	252.249-7001	NOTIFICATION OF SUBSTANTIAL IMPACT ON EMPLOYMENT	DEC 1991
53	252.249-7002	NOTIFICATION OF ANTICIPATED CONTRACT TERMINATION OR REDUCTION (Set forth in full text herein)	DEC 1996
54	252.251-7000	ORDERING FROM GOVERNMENT SUPPLY SOURCES	MAY 1995

**THE FOLLOWING DOD FAR SUPPLEMENT FULL TEXT CLAUSES APPLY:**

11. COST ESTIMATING SYSTEM REQUIREMENTS (JUL 1997)(252.215-7002)

(a) Definition. "Estimating system" means the Contractor's policies, procedures, and practices for generating estimates of costs and other data included in proposals submitted to customers in the expectation of receiving contract awards. Estimating system includes the Contractor's --

- (1) Organizational structure;
- (2) Established lines of authority, duties, and responsibilities;
- (3) Internal controls and managerial reviews;
- (4) Flow of work, coordination, and communication; and

(5) Estimating methods, techniques, accumulation of historical costs, and other analyses used to generate cost estimates.

(b) General.

(1) The Contractor shall establish, maintain, and comply with an estimating system that is consistently applied and produces reliable, verifiable, supportable, and documented cost estimates that are an acceptable basis for negotiation of fair and reasonable prices.

- (2) The system should be --
  - (i) Consistent and integrated with the Contractor's related management systems; and
  - (ii) Subject to applicable financial control systems.

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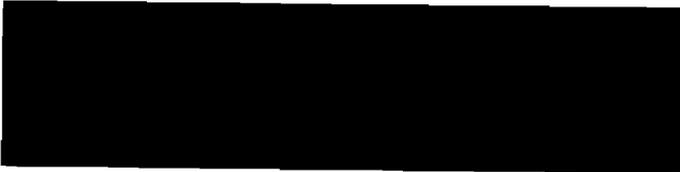
MODIFICATION P00084  
TO CONTRACT DASG60-98-C-0001  
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55. RESERVED

000856

PART III - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS

<u>TITLE</u>	<u>DATE</u>	<u># OF PAGES</u>	
Award/Contract (SF 26) and Continuation Sheets		49	
Contract Security Classification Specification (DD Form 254-E) Rev 6	29 Jul 03	6	
Scope of Work SW-JLENS-16-97, "JLENS Program," Rev. 2 With Attachment A	16 Nov 00 16 Nov 00	12 2	
U.S. Army Strategic Defense Command Ballistic Missile Defense (BMD) Classification Guide, incorporated herein by reference. Upon request, the Contracting Officer will provide.	03 Jul 89	132	(b)(3)(A) (i)&Title 10 Sec 130 (a)(b)
			(b)(7)(E)
U.S. Army Strategic Defense Command Industrial Operations Security (OPSEC) Guide, incorporated herein by reference. Upon request, the Contracting Officer will provide.	Scp 91	88	
Military Standard (MIL-STD) 1806, Marking Technical Data Prepared by or for the Department of Defense, incorporated herein by reference.	1 Feb 90	43	
Joint Aerostat Project Management Office Aerostat Development Program Security Classification Guide incorporated by reference and previously furnished.	7 Jul 00	32	(b)(3)(A) (i)&Title 10 Sec 130 (a)(b)
			(b)(7)(E)

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<u>TITLE</u>	<u>DATE</u>	<u># OF PAGES</u>	
Acronym List	14 Nov 97	7	
Rights in Technical Data and Computer Software attached hereto by reference.	12 Oct 99	2	
The Section K Representations, Certifications and Other Statements of Offeror submitted by contractor in response to RFP DASG60-97-R-0030 are hereby incorporated into this contract by reference.			
Scope of Work SW-JLENS-16-97, "JLENS Program, Spiral 1" Rev 5	30 May 03	12	
Contract Data Requirements List (DD Form 1423) Exhibits A, B, and C, with Distribution List & Data Item Nos. A001 through A023	19 Sep 03	24	
Joint Land Attack Cruise Missile Defense Elevated Netted Sensor System (JLENS) Performance Specification (JPS) – Spiral 1	30 Oct 02	12	
			(b)(3)(A) (i)&Title 10 Sec 130 (a)(b)
Government Furnished Equipment – Spiral 1	20 Jun 03	1	

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**PROGRAM EXECUTIVE OFFICE FOR  
AIR AND MISSILE DEFENSE  
JOINT LAND ATTACK CRUISE MISSILE  
DEFENSE ELEVATED NETTED SENSOR  
SYSTEM (JLENS) PROJECT OFFICE**

**JLENS PROGRAM**

**SW-JLENS-16-97**

**DASG60-98-C-0001**

**STATEMENT OF WORK**

**Spiral 1**

30 May 03

Rev 5

000859

## **1.0 INTRODUCTION**

### **1.1 Objectives**

The JLENS Program has three primary objectives: 1) mitigation of the risk associated with the execution of the program, and 2) design, development, fabrication, integration, test, demonstration, and maintenance of a system which meets the JLENS performance requirements, and (3) provide an operational "leave behind" system. (13,15)

### **1.2 Scope**

This Statement of Work (SOW) defines the requirements for a JLENS Program. Technical requirements are contained in the JLENS Performance Specification - Spiral 1 (JPSS1). The JLENS Program is composed of three segments: 1) Risk Mitigation (RM); 2) Design, Development, Demonstration, and Test, and 3) Operations and Sustainment (O&S). The contractor shall design, develop, procure, fabricate, integrate, test, demonstrate, operate, and deliver a system that meets the requirements of this SOW and the Performance Specifications. (13,15)

### **1.3 Integrated Product Teams (IPTs)**

The JLENS system shall be developed using a partnership between the government and industry. The IPTs shall be the basis of the partnership. The contractor shall implement IPTs as an integral part of the JLENS Program. The contractor shall be an integral member of government IPTs and the government will be an integral member of contractor IPTs. (13,15)

## **2.0 PROGRAM MANAGEMENT**

### **2.1 General**

The contractor shall ensure all activities are controlled, scheduled, monitored, reported, and managed consistent with and supportive of the requirements set forth in this SOW. The contractor shall implement an integrated master approach defining the events, accomplishments, criteria, and associated processes in accordance with (IAW) contract Attachment A1 entitled, "Program Management Approach" (13,15)

### **2.2 Meetings and Reviews - Contractor Internal**

The contractor shall identify, conduct, support, attend, and document reviews, and make assessments by which the degree of completion of technical and programmatic efforts related to major schedule milestones can be made. The contractor shall notify and invite the government to all such contractor and subcontractor reviews in a timely manner. (13,15)

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### **2.3 Meetings and Reviews - Contractor/Government**

The contractor shall conduct program reviews (PRs). The PRs shall address technical performance; risk and risk management; cost, technical and schedule progress; program status; staffing; and issues that could affect program execution. The contractor shall relate technical accomplishment to cost and schedule using earned value during PRs. The contractor shall conduct PM level reviews at the request of the JLENS Project Manager. (CDRL A001)(13,15)

### **2.4 Master Integrated Program Schedule (MIPS)**

The contractor shall ensure that all activities are controlled, scheduled, updated, monitored, reported, and managed consistent with and supportive of the requirements set forth in this SOW. The contractor shall develop a separate detailed Master Integrated Program Schedule (MIPS) for the JPSS1, JPSS2 and JPSS3 consistent with the Program Plan, CWBS, and CWBS Dictionary. The contractor shall logically link schedule tasks to reflect the manner in which the work is to be performed, resulting in the ability to analyze a critical path. The contractor shall document and provide the relationship between the MIPS and the CWBS. (CDRL A002)(13,15)

### **2.5 Contract Work Breakdown Structure (CWBS)**

The contractor shall implement and maintain a CWBS and dictionary. The contractor shall use the CWBS as the primary framework for planning, budgeting, controlling, and reporting the status of program cost, schedules, and technical performance. The CWBS shall be developed to lowest level at which work is performed. (CDRL A002)(13,15)

### **2.6 Cost Reporting**

#### **2.6.1 Funds Manhour Expenditure Report**

The contractor shall provide a Funds Manhour Expenditure Report (CDRL A021)(15)

#### **2.6.2 Cost Reporting**

The contractor shall develop and implement a management control process that effectively uses earned value for integrated cost, schedule, and technical performance management and shall conduct an Integrated Baseline Review (IBR) (CDRL A001 and A004). This shall include an earned value management control process that provides the basis for planning and controlling cost and schedule, measuring performance and progress, and generating timely, reliable reports. Data for JPSS1 shall be reported at the critical item level. Lower level reporting may be required based upon risk and shall be determined at the IBR. For JPSS1 the contractor shall prepare and provide a Cost Schedule Status Report (C/SSR)(CDRL A022) and a Contract Funds Status Report (C/FSR)(CDRL A003)(13)

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**2.6.3 Program Cost Estimate**

Rough Order of Magnitude cost for System Development and Demonstration (SDD), procurement, and sustainment shall be developed. Anticipated SDD, production and sustainment requirements shall be provided periodically via a Contracting Officer letter. (CDRL A005)(13)

**2.7 Renumbered previous paragraph to paragraph 2.6.3.**

**2.8 See para 3.1**

**2.9 Data Management**

The contractor shall establish and implement a data management process that shall reproduce, catalog, store, and deliver data items. The contractor shall make available all technical and programmatic data as required by the government. The contractor shall maintain a data repository for classified and unclassified storage and an efficient means to accomplish fast and accurate data retrieval. All contractual data items shall be delivered in electronic format on permitted media. [REDACTED]

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[REDACTED] These requirements may be revised at the sole discretion of the government in order to incorporate newer or improved versions of software. The following electronic media is permissible: the classified JLENS server or CD-ROM, 100 and 250 MB Zip Disks. Media (c.g., diskettes, tapes, etc.) delivered under this contract shall be free of viruses. The contractor shall test such media for viruses prior to delivery. The contractor shall support and provide input to the government in the development of documentation to support the government acquisition documentation. (CDRL A006) (13,15)

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### 3.0 SYSTEM ENGINEERING

#### 3.1 General

The contractor shall conduct systems engineering and provide a system design that meets the requirements of this SOW and the performance specifications. The configurations of these systems shall be explained and documented in the System/Subsystem Design Document. Systems Engineering shall include system/subsystem engineering requirements allocation, specification production and configuration management, system analyses, tactical hardware, tactical software, tactical ground support equipment, risk management, radio frequency management, test requirements/plans, interface management and integration, safety, modeling and simulations, Cost as an Independent Variable (CAIV), and technical reviews and meetings. The contractor shall implement CAIV as authorized by the contracting officer IAW contract Attachment 3 entitled, "Cost as An Independent Variable Approach" and IAW contract Attachment 4 entitled, "System Engineering Approach." (13.15)

#### 3.2 System Engineering Requirements Allocation

The contractor shall develop and provide a Specification Tree for each radar configuration to the equivalent of the Critical Item (CI)/Prime Item/subsystem level. The contractor shall flow down the requirements of the performance specifications to the equivalent of the CI/Prime Item/subsystem level. The contractor shall implement a producibility and manufacturing program that incorporates producibility and manufacturing into the design. This program shall include design strategies to preclude obsolescence, address production readiness reviews, producibility planning, manufacturing technology insertion and other pertinent efforts associated with manufacturing and production (A023). The contractor shall detail this information in Attachment A4 "Systems Engineering Approach". The contractor shall develop and maintain hardware design documentation that will allow the contractor to replicate the JLENS hardware. The contractor shall document this requirement allocation and supporting analyses in a Design Notebook (CDRL A008). The Design Notebook shall include refinements of and updates to the information presented in the technical proposal. The contractor shall define and document the details of the design and requirements in hardware and software design specifications (CDRL A009). The contractor shall develop and maintain, in contractor format, design and performance specifications to the Prime Item/subsystem level. The contractor shall develop Interface Control Documents (ICDs) for internal and external interfaces (CDRL A010)(13)

#### 3.3 System Analyses

The contractor shall conduct performance analyses to support the system designs IAW the requirements of performance specification. [REDACTED]

[REDACTED] The contractor shall conduct analyses that establish the sensitivity of system performance to these error budgets. Performance analyses

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and trade studies shall be completed and system design shall be established prior to DRs. All trade studies shall include CAIV. All analyses and trade studies generated under this section shall be included in the Design Notebook. (CDRL A008) (13)

**3.4 Hardware**

The contractor shall design, fabricate, assemble, integrate and test hardware to meet the requirements of performance specifications and ICDs. The contractor shall provide and maintain sufficient hardware to meet the requirement of this contract. The contractor shall be responsible for total support of the hardware, including all maintenance and provision of spare/repair parts. (13,15)

**3.5 Software**

**3.5.1 Reuse**

The contractor shall maximize use of reusable software products. (13,15)

**3.5.2 Software Engineering Environment (SEE)**

The contractor shall establish, control, and maintain a SEE. The SEE is the facilities, hardware, software, firmware, procedures, and documentation needed to perform software development and software testing. [REDACTED]

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**3.5.3 Software Development**

The contractor shall develop, document, provide and implement a software development plan. (CDRL A011) The contractor shall design, develop, and integrate software that meets the requirements of the software performance specifications and ICDs. [REDACTED]

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(13)

**3.5.4 Software Testing**

The contractor shall develop, document, and implement a software test plan for software testing. The contractor shall conduct unit and unit integration testing for all software units and shall document the

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specific test cases and related test procedures. The government may participate in all software testing. (A015)(13)

#### **3.5.5 Software Version**

The contractor shall document the exact version of each software release. The contractor shall include in the documentation the descriptions of the capabilities and limitations of each software version, the patches and fixes from previous versions, and known software problems associated with each version. (13)

#### **3.5.6 Corrective Action**

The contractor shall implement a closed-loop corrective action system for resolving detected software product problems after Design reviews (DRs). The contractor shall document each detected software product and its solution. (13,15)

#### **3.5.7 Management Indicators**

The contractor shall collect, interpret, use, and report software management indicators. The contractor shall address software management indicators and corrective actions at the PRs. (13)

#### **3.6 Deleted**

#### **3.7 Interface Management and Integration**

The design shall be modular to the maximum extent possible and shall facilitate substitution of radars from a separate source. (CDRL A010)(13,15)

#### **3.8 Safety**

The contractor shall conduct system safety engineering and hazard tracking in support of all design, development, and test activities. A safety assessment report shall be prepared. (CDRL A012)(13,15)

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**3.9 Modeling and Simulation**

The contractor shall implement modeling and simulation IAW contract Attachment A5, entitled, "Simulation, Test and Evaluation Approach." (13)

**3.9.1 Engineering Modeling and Simulations**

The contractor shall develop simulation tools [REDACTED]

[REDACTED]

[REDACTED] Simulation results shall be available for government review. The models and simulations shall include the capabilities and functions as represented in the performance specifications. These models and simulations shall be configured to operate both individually and collectively. (CDRL A013) (13)

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**3.9.2 System Integration Laboratory (SIL)**

The contractor shall develop and maintain a SIL consisting of simulations, models, hardware and software. The SIL shall be used for integration of hardware and software. Actual JLENS hardware and software shall be integrated and tested at the SIL prior to shipment. (13)

**3.10 Technical Reviews and Meetings**

**3.10.1 Design Reviews (DRs)**

Using the government approved path to DRs, the contractor shall conduct DRs that meet requirements for system preliminary design review and system critical design review at the contractor's facilities. (CDRL A014)(13)

**3.10.1.1 DR Entrance Criteria**

Minimum DR entrance requirements shall include contractor completed Specification Tree, System Analyses, requirements allocation, and hardware and software prime item specifications, hardware and software design, ICDs, trade studies, status of risk and risk mitigation efforts, test plans, test data, and any additional criteria agreed to at the Program Reviews. (13)

**3.10.1.2 DR Exit Criteria**

Minimum DR exit criteria shall include: government approved DR minutes, closed critical action items as agreed at the DR, establishment of a closed loop action tracking system, hardware drawings and specifications, software requirement specifications, and any additional criteria agreed to at the Program Reviews. (13)

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#### **4.0 RISK MITIGATION**

##### **4.1 General**

Risk mitigation is the demonstration by the contractor that technical, schedule, and cost risks of the JLENS system have been reduced to acceptable levels to justify entry into the next phase of the JLENS Program. The contractor shall implement the contract Attachment A6 entitled, "Risk Mitigation Approach." (13)

##### **4.2 Risk Mitigation Tasks**

The contractor shall provide the status of risk mitigation tasks. All changes to the Risk Mitigation Approach shall be submitted to the government for approval. Risk Mitigation shall be addressed at each PR. Risk Mitigation test reports shall be incorporated into the Design Notebook. (CDRL A008) (13)

#### **5.0 TEST AND EVALUATION**

##### **5.1 General**

The contractor shall develop and conduct a contractor Test and Evaluation (T&E) program and support government T&E programs. The contractor's T&E program shall demonstrate that the requirements contained in the performance specifications have been satisfied. The contractor shall maintain traceability of contractor generated prime item and lower level specifications when defining or developing required tests to meet the JLENS test objectives. The contractor shall allow government participation (on a non-interference basis) of contractor and subcontractor tests and demonstrations. The contractor shall implement Test and Evaluation IAW the contract Attachment A5 entitled, "Simulation, Test and Evaluation Approach". As a minimum, the contractor shall perform component and subsystem level testing, system ground tests, elevated tests and system tests. (13)

##### **5.2 Test Plans, Reports, and Reviews**

The contractor shall prepare and submit test plans for the system, each prime item, and critical items (CDRL A015). The system test plan shall be known as the Master Test Plan (MTP) and shall address the entire test program including performance and integration testing, and field exercises at the contract/subcontractor facilities and at government test sites. The contractor shall prepare and submit a test report for each test for which a test plan is prepared. The contractor shall conduct test readiness reviews (TRRs) prior to ground testing and system test/demonstrations. The government will be the approval authority for all TRRs. (CDRL A016, A017) (13)

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**5.3 Component and Subsystem Testing**

The contractor shall perform component, subsystem tests and integration testing that demonstrate the maturity of the component and subsystems to enter into Ground Testing. Testing shall be conducted IAW approved test plans. (13)

**5.4 Ground Testing**

The contractor shall perform Ground Testing that demonstrates the maturity of the system to enter into System Test. Ground Testing is the system level demonstration, less air vehicle or with the air vehicle moored, of the functional capability and integration of the system at a land-based site. Testing shall be conducted IAW approved test plans. (A015)(13)

**5.5 System Tests/Demonstrations**

The contractor shall perform system tests/demonstrations that demonstrate all components of the JLENS system operate IAW the JPSS1 [REDACTED]

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[REDACTED]  
[REDACTED] System tests/demonstrations are system level tests/demonstrations of the technical capability and integration of the system at a land based site with and/or without the air vehicle deployed. [REDACTED]

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[REDACTED]  
[REDACTED] Testing shall be conducted IAW approved test plans. (13)

**5.6 Government Test Support**

The contractor shall support the government in the conduct of JLENS government tests. The contractor shall be responsible for providing test articles (hardware and software) in the approved configuration and the integration/checkout of the system at the government designated test sites. All testing shall be preceded by test readiness reviews (TRRs). Government testing includes engineering tests and tests involving the use of soldier personnel. The contractor shall assist the government with collection, reduction, analysis, and reporting of test data. These tests may be conducted concurrently with contractor tests. (13,15)

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**6.0 SPECIALTY ENGINEERING**

**6.1**

**6.1.1**

**6.1.2 Readiness**

The contractor shall provide reports during government tests and demonstrations, tests requiring government resources, and during exercises on the readiness of the system, mission performance, and significant events. The contractor shall notify the JLENS Project Office telephonically and/or by e-mail and comply with government instruction if the system is down or projected to be down during a test event or is involved in an incident or accident. (CDRL A022)(13,15)

**6.1.3 Status Reporting**

The contractor shall establish an [REDACTED] to document each operational event, maintenance and/or supply actions, training tasks, and action(s) taken as appropriate during government tests and demonstrations, test utilizing government resources, and during exercises. The contractor shall record data within 24 hours of the event. The contractor shall provide the government online access to this database (13,15)

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**6.1.4** [REDACTED]

[REDACTED]

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(13,15)

**6.1.5 Logistics Information Data Base**

The contractor shall establish and maintain a Logistics Management Information database to document requirements to support a tactical system and shall provide the government access to the data. The database shall be continually updated. (13, 15)

**6.1.6 Training**

The contractor shall develop, maintain, and submit a training plan as part of the ISP. The contractor shall develop and conduct a training program for government personnel that provide for proper operation and maintenance of the JLENS system. (13, 15)

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**6.2 Product Assurance**

The contractor shall implement a quality system that meets the requirements of the applicable ISO 9000 series. The quality system procedures, planning, and all other documentation and data which comprise the quality system shall be documented by the contractor and made available for government review at contractor facilities. The contractor shall implement Product Assurance (PA) IAW the contract Attachment A8 entitled, "Product Assurance Approach". (13,15)

**6.3 Environmental Management**

The contractor shall comply with all applicable federal, state, and local laws, regulations, and guidelines. The contractor shall notify the contracting officer immediately upon failure to comply with any regulatory requirements. (CDRL A019)(13,15)

**6.4 Configuration Management**

The contractor shall implement and maintain configuration management control [REDACTED] [REDACTED] using internal contractor procedures. The contractor shall develop and maintain a listing and status of all configuration management documentation. The contractor shall implement Configuration management IAW the contract Attachment A9, entitled, "Configuration Management Approach" (13,15)

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**7.0 OPERATIONS SECURITY**

The contractor shall update, provide, and implement the OPSEC Plan (CDRL A020). The contractor shall update the OPSEC Plan IAW specific instructions of the Contracting Officer/Contracting Officer Representative for Security and USASMDC Industrial OPSEC Guide, September 1991. The contractor shall adhere to the approved OPSEC Plan and the security requirements of the DD Form 254 of this contract. (13,15)

**8.0 OPERATIONS AND SUSTAINMENT**

The contractor shall operate and provide total contractor logistic support of the JLENS system on [REDACTED]. The contractor shall be responsible for all aspects of operating, maintaining, repairing, site security and supporting the JLENS system [REDACTED]. [REDACTED]

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[REDACTED]

The contractor shall support government post fielding evaluation of the JLENS. The contractor shall implement software upgrades. The contractor shall implement these requirements in accordance with Attachment A10 entitled, "Operation and Sustainment Approach". The contractor shall report operation and sustainment activities. (CDRL A001)(15)

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Sec 130 (a)(b)

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CONTRACT DATA REQUIREMENTS LIST (1 Data Item)						Form Approved OMB No. 0704-0188	
The public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports (0704-0188), 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302. Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid control number. Please DO NOT RETURN your form to the above address. Send completed form to the Government Issuing Contracting Officer for the Contract/PR Number in block E.							
A. CONTRACT LINE ITEM NO. 4,6,8,10,12,14,16		B. EXHIBIT A		C. CATEGORY: TOP _____ TM _____ OTHER _____			
D. SYSTEM/ITEM JLENS			E. CONTRACT/PR NO. DASG60-98-C-0001		F. CONTRACTOR Raytheon		
1. DATA ITEM NO. A001	2. TITLE OF DATA ITEM Records of Meeting/Minutes Report			3. SUBTITLE			
4. AUTHORITY (Data Acquisition Document No.) DI-ADMN-81505			5. CONTRACT REFERENCE SOW Para. 2.3, 2.6.2		6. REQUIRING OFFICE SFAE-ASMD-JLN		
7. DD 250 REQ LT	9. DIST STATEMENT REQUIRED	10. FREQUENCY Bik 16	12. DATE OF FIRST SUBMISSION Bik 16		14. DISTRIBUTION		
8. APP CODE A		11. AS OF DATE	13. DATE OF SUBSEQUENT SUBMISSION Bik 16		a. ADDRESSEE	b. COPIES	
						Draft	Final
						Reg	Repro
16. REMARKS							
Develop and submit a detailed agenda 10 working days prior to the meeting date. The agenda will include the list of expected government, contractor, subcontractor, and IPT attendees							
PRs: Four program reviews per year shall be conducted rotated among the contractor facilities and the JLENS Project Office, Huntsville, AL. A read-ahead package to be delivered 5 working days prior to the PR.							
Specifically address, but not limited to, the following:							
CLIN 0013							
CLIN 0003							
Other Topics							
PMR: Project Manager Reviews shall be conducted at the request of the government. The contractor will utilize video teleconference (VTC) to the maximum extent possible to conduct PMRs							
IPT: IPT presentation material, including minutes and action items, shall be submitted.							
JTA-A compliance TMS will be held at the request of the government. VTCs will be used to the maximum extent possible. Submit data supporting government demonstrating compliance with JTA-A standards including: compliance matrix, compliance matrix rationale, and waivers where necessary.							
Integrated Baseline Review (IBR) of restructured program shall be conducted 60 to 90 days after restructure modification signed by PCO Contractor format acceptable. Approval: G10/C10 * Notify addressee at e-mail address in block 14 when deliverable is placed in electronic server. Letter of transmittal must be signed electronically.							
15. TOTAL							
DATE 19 Sep 03			DATE 19 Sep 03				

17. PRICE GROUP
18. ESTIMATED TOTAL PRICE

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10 Sec 130  
(a)(b)

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(i)&Title  
10 Sec  
130 (a)(b)

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**CONTRACT DATA REQUIREMENTS LIST**  
*(1 Data Item)*

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A. CONTRACT LINE ITEM NO. **14**      B. EXHIBIT **A**      C. CATEGORY: **TOP**    **TM**    **OTHER**

D. SYSTEM/ITEM **JLENS**      E. CONTRACT/PR NO. **DASG60-98-C-0001**      F. CONTRACTOR **Raytheon**

1. DATA ITEM NO. **A022**      2. TITLE OF DATA ITEM **Cost/Schedule Status Reports**      3. SUBTITLE

4. AUTHORITY (Data Acquisition Document No.) **DI-MGMT-81467**      5. CONTRACT REFERENCE **SOW Para 2.6.2**      6. REQUIRING OFFICE **SFAI-ASMD-JLN**

7. DD 250 REQ <b>LT</b>	9. DIST STATEMENT REQUIRED <b>Statement Required</b>	10. FREQUENCY <b>Bk 16</b>	12. DATE OF FIRST SUBMISSION <b>Bk 16</b>	14. DISTRIBUTION		
8. APP CODE <b>N/A</b>		11. AS OF DATE <b>Bk 16</b>	13. DATE OF SUBSEQUENT SUBMISSION <b>Bk 16</b>	a. ADDRESSEE	b. COPIES	
					Draft	Final
					Reg	Repro

10. REMARKS

Initial submission shall be 20 calendar days after the close of the first full accounting month after contract modification (reference paragraph 7.6). Subsequent submissions shall be 20 calendar days after the close of each accounting month throughout the period of performance.

The contractor shall submit a quick-look report 5 days after close of accounting period. Quick Look report shall contain actual BCWP, BCWS, and ACWP data when available, otherwise the report shall contain actual BCWS with estimated BCWP/ACWP. The report shall be clearly marked DRAFT or Preliminary.

Reference paragraph 10.4.1 - To maintain necessary visibility data reported will be separated on the C/SSR via the WBS structure. Data will be reported at the lowest item level. Lower level reporting may be required based upon risk and be determined at the IBR.

Reference paragraph 7.7.1 - At a minimum, variance analysis should be provided for the top 10 current and cumulative cost and schedule variances that are +/-10%. The contractor shall also provide variance analysis for all WBS elements experiencing a +/-5% variance at completion. The variance analysis shall include a detailed explanation of the problem, corrective action, and program impact. Variance Analysis is not required for the quick look report.

Contractor format is acceptable.

\* Notify addressee at e-mail address in block 14 when deliverable is placed in electronic server. Letter of transmittal must be signed electronically.

17. PRICE GROUP

18. ESTIMATED TOTAL PRICE

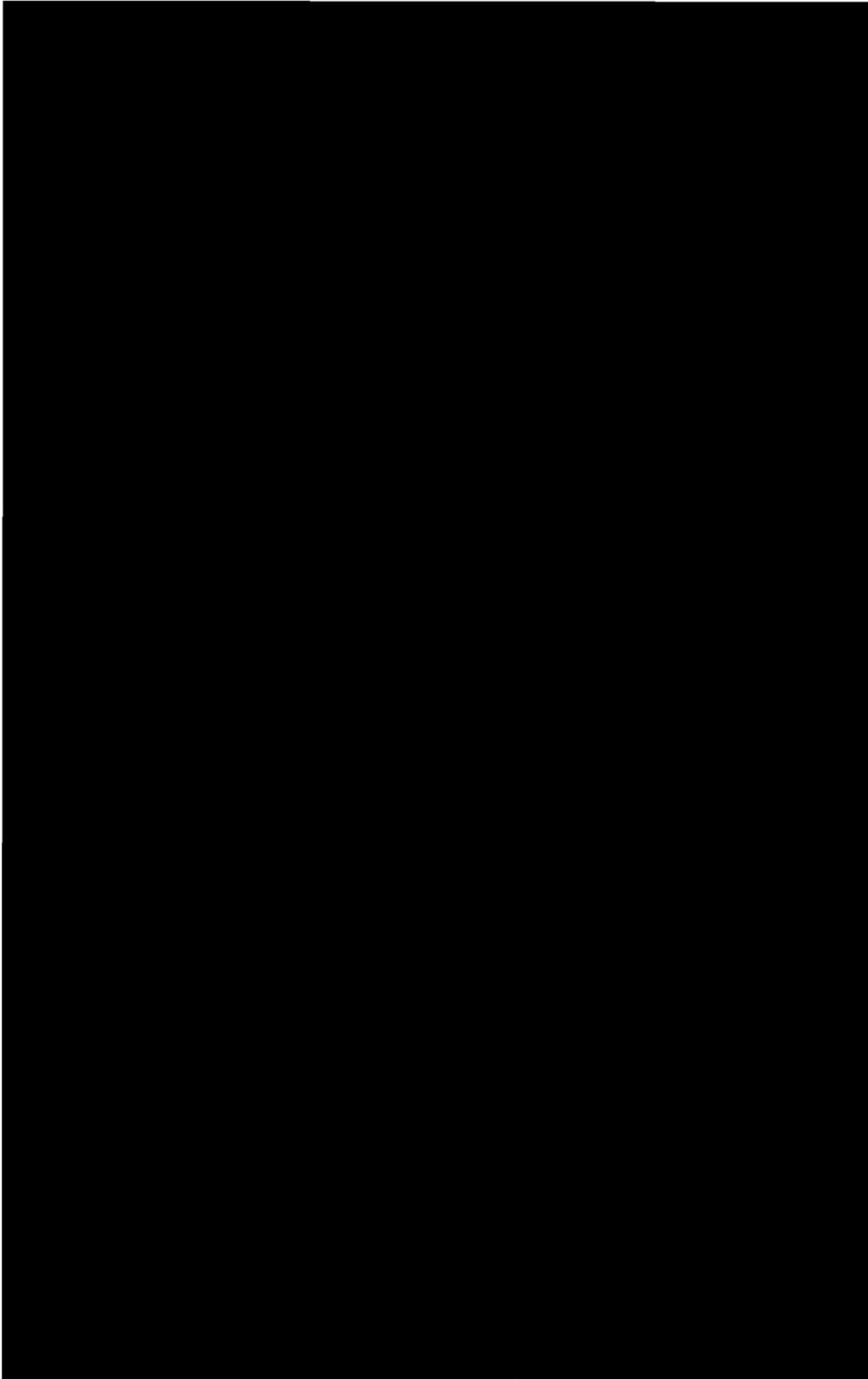
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PREPARED BY: [REDACTED]      H. DATE **01 Aug 03**      I. APPROVED BY: [REDACTED]      J. DATE **01 Aug 03**

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Critical Items for CDRL A022 Spiral 1

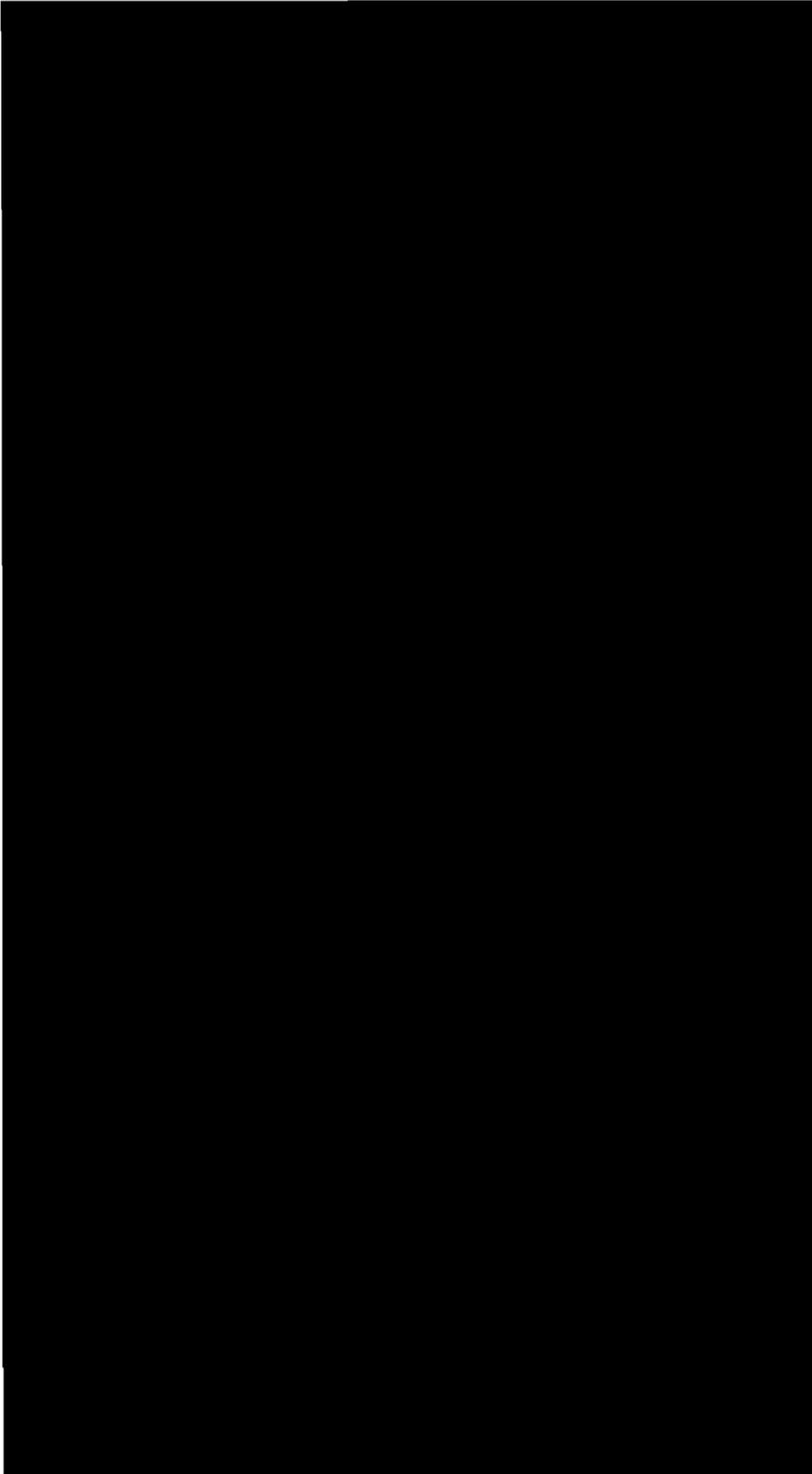


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Sec 130 (a)(b)

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(i)&Title 10 Sec  
130 (a)(b)

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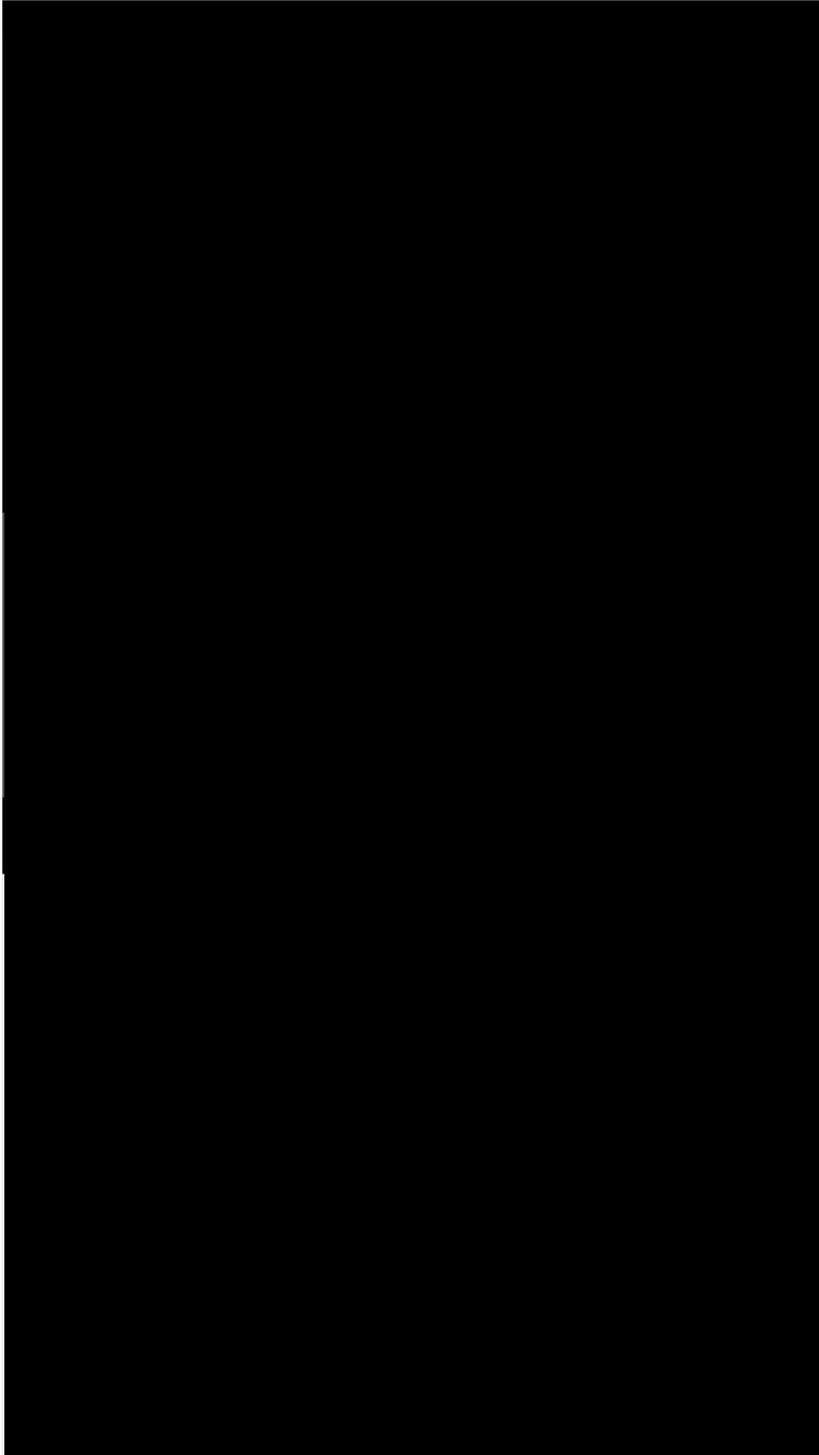


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Sec 130 (a)(b)

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10 Sec 130 (a)(b)**

**(b)(3)(A)(i)&Title  
10 Sec 130 (a)(b)**

**(b)(3)(A)  
(i)&Title 10 Sec  
130 (a)(b)**

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(1 Data Item)

Form Approved  
OMB No. 0704-0188

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A. CONTRACT LINE ITEM NO. 14  
B. EXHIBIT A  
C. CATEGORY: TDP \_\_\_\_\_ TM \_\_\_\_\_ OTHER \_\_\_\_\_

D. SYSTEM/ITEM JLENS  
E. CONTRACT/PR NO. DASG60-98-C-0001  
F. CONTRACTOR Raytheon

1. DATA ITEM NO. A023  
2. TITLE OF DATA ITEM Productivity Analysis Report  
3. SUBTITLE

17. PRICE GROUP

4. AUTHORITY (Data Acquisition Document No.) DI-MGMT-80797  
5. CONTRACT REFERENCE SOW Para 3.2.  
6. REQUIRING OFFICE SFAE-AMD-JLN

18. ESTIMATED TOTAL PRICE

7. DD 250 REQ LT  
8. APP CODE A  
9. DIST STATEMENT REQUIRED Statement Required  
10. FREQUENCY  
11. AS OF DATE  
12. DATE OF FIRST SUBMISSION Sept, 2001  
13. DATE OF SUBSEQUENT SUBMISSION Apr, 2005  
14. DISTRIBUTION  
a. ADDRESSEE  
b. COPIES  
Draft Final  
Regu Repr

16. REMARKS

Para. 10.3 of DI-MGMT-80797 delete statement 10.3.a "Individual trade-off studies on:". Para. 10.3.a.(1) thru (10) stay as written.

Para. 10.3 of DI-MGMT-80797 delete statement 10.3.c.

\* Notify addressee at e-mail address in Block 14 when deliverable is placed in electronic server. Letter of transmittal must be signed electronically.

(b)(6)

G. PREPARED BY [Redacted] H. DATE 2 Jun 03 I. APPROVED BY [Redacted] J. DATE 25 Jun 03

(b)(6)

000877

DATA ITEM DESCRIPTION			Form Approved OMB No. 0704-0188	
1. TITLE Producibility Analysis Report		2. IDENTIFICATION NUMBER DI-MGMT-80797		
3. DESCRIPTION/PURPOSE 3.1 The producibility Analysis Report identifies potentially high cost, high risk, and long lead-time items. 3.2 The report is used to determine whether the item can be produced economically to drawing and specification requirements and within the design to unit production cost goals.				
4. APPROVAL DATE (YYMMDD) 890322	5. OFFICE OF PRIMARY RESPONSIBILITY (OPR) A/MICOM	6a. DTIC APPLICABLE	6b. GIDEP APPLICABLE	
7. APPLICATION/INTERRELATIONSHIP 7.1 This Data Item Description (DID) contains the format and content preparation instructions for the data product generated by the specific and discrete task requirement as delineated in the contract. 7.2 This DID is applicable during Producibility Engineering and Planning (PEP) and engineering in support of new items planned to enter production. 7.3 This DID supersedes DI-E-1123 and DI-P-1653.				
8. APPROVAL LIMITATION		9a. APPLICABLE FORMS		9b. AMSC NUMBER A4679
10. PREPARATION INSTRUCTIONS 10.1 <u>General</u> . The Producibility Analysis Report shall portray those design characteristics and material selections which are compatible with economic production methods. 10.2 <u>Format</u> . The Producibility Analysis Report format shall be contractor selected. Unless effective presentation would be degraded, the initially used format arrangement shall be used for all subsequent submissions. 10.3 <u>Content</u> . The Producibility Analysis Report shall contain the following:  a. Individual trade-off studies on: (1) Impact on program life-cycle cost (2) Effectiveness (3) Reproducibility schedules (4) Resource constraints (5) Reliability (6) Maintainability (7) Interchangeability (8) Inspectability  (Continued on Page 2)				
11. DISTRIBUTION STATEMENT  DISTRIBUTION STATEMENT A: <del>Approved for public release; distribution is unlimited.</del>				

000878

DI-MGMT-80797

## Block 13, Preparation Instructions (Continued)

- (9) Design To Cost (DTC) Goals
  - (10) Other factors impacting program objectives
- b. Identification of candidate items for cost reduction through:
- (1) Material changes
  - (2) Facility improvements
  - (3) Development of manufacturing technology
  - (4) Redesign of special purpose tooling and equipment
  - (5) Changes to improve procedures
  - (6) Redesign of production hardware
- c. Marked-up or redrawn drawings and changes to any other technical documents to indicate recommended changes to the item.

000879

				As of 6/20/03	(b)(3)(A) (i)&Title	
		Unit Price		Total GFE/S Cost(K\$)	10 Sec 130 (a)	
					(b)	
	Semi-trailer, Helium 56K CF					(b)(3) (A) (i)&Title

(b)(4)

(b)(3)  
(A)  
(i)&Title  
10 Sec  
130 (a)  
(b)

000880

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			1 CONTRACT ID CODE V	PAGE OF PAGES 1   3
2 AMENDMENT/MODIFICATION NO P00085	3 EFFECTIVE DATE 28-Oct-2003	4 REQUISITION/PURCHASE REQ NO		5 PROJECT NO (If applicable)
6 IS: CODE W9113M	7. ADMINISTERED BY (If other than item 6) DCM TYNGSBORO PO BOX 688 TYNGSBORO MA 01879		CODE NONE	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) RAYTHEON COMPANY 180 HARTWELL ROAD BEDFORD MA 01730-0000		9A. AMENDMENT OF SOLICITATION NO.		
9B. DATED (SEE ITEM 11)		X 10A. MOD. OF CONTRACT/ORDER NO. DASG80-98-C-0001		
CODE 04164 FACILITY CODE		X 10B. DATED (SEE ITEM 13) 20-Aug-1998		
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted, or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.				
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule				
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.				
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.				
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying loc, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B). SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:				
X D. OTHER (Specify type of modification and authority) IAW FAR 52.232-22, Limitation of Funds				
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.				
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) The purpose of this modification is to provide incremental funding in the amount of \$3,000,000 for performance of CLIN 0003 and \$14,000,000 for performance of CLIN 0013.  All other terms and conditions remain unchanged and in full force and effect.  Due to a Standard Procurement System defect, the date in block 10B of the SF30 may be inaccurate. That date should be 30 Jan 98.				
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.				
15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)		
(b)(6)		(b)(6)		
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY _____	16C. DATE SIGNED	
(Signature of person authorized to sign)		(Signature of Contracting Officer)	28-Oct-2003	

EXCEPTION TO SF 30  
APPROVED BY OIRM 11-84

30-105-04

STANDARD FORM 30 (Rev. 10-83)  
Prescribed by GSA  
FAR (48 CFR) 53.243

000881

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

The following items are applicable to this modification:

SECTION A - SOLICITATION/CONTRACT FORM  
**MODIFICATION**

WHEREAS, pursuant to the contract clause, "Limitation of Funds," the government elects to add an increment of funds to CLINs 0003 and 0004 and CLIN 0013 and 0014,

NOW, THEREFORE, the contract is hereby changed as described below.

1. SECTION G - CONTRACT ADMINISTRATION DATA, is modified as follows:

a. Paragraph G-5, Accounting and Appropriation Data (CLINs 0003 and 0004), is modified to add the following:

ACRN: AY  
CUMULATIVE AMOUNT: \$3,000,000  
ACCT CLASS: 214 2040 5Q 5Q17 P172419E55 255Y ER4D730000 S01021  
ER4D730000/44KJLE/4K0000  
ORDER NO: ER4D730000-01 FUNDED AMT: \$3,000,000 (P00085)

b. Paragraph G-5, Accounting and Appropriation Data (CLINs 0013 and 0014), is modified to add the following:

ACRN: AZ  
CUMULATIVE AMOUNT: \$14,000,000  
ACCT CLASS: 214 2040 5Q 5Q17 P172419E55 255Y ER4D730100 S01021  
ER4D730100/44KJLE/4K0000  
ORDER NO: ER4D730100-01 FUNDED AMT: \$14,000,000 (P00085)

c. Paragraph G-6, Implementation of and Explanation of the Relationship of the Limitation of funds (LOF) Clause to Fee Obligations (CLINs 0003 and 0004 and CLINs 0013 and 0014) is modified as follows:

CLINs 0003 and 0004:

	PRIOR	THIS MODIFICATION	CUMULATIVE TOTAL
(1) Amount Required for Full Funding, Including Fee(s):	\$145,166,476	-0-	\$145,166,476
(2) Amount Allotted under the LOF Clause for Payment of Target Costs:			
(3) Amount Separately Obligated for Payment for Target Fee:			
(4) Total Amount Allotted and Obligated:	\$ 95,713,422	\$ 3,000,000	\$ 98,713,422
(5) Net Amount Required for Full Funding:	\$ 49,453,054	(\$3,000,000)	\$ 46,453,054
(6) Estimated Period of Performance the Allotted Amount will cover:	23 May 03		31 Dec 03

(b)(4)

CLINs 0013 and 0014:

000882

	PRIOR	THIS MODIFICATION	CUMULATIVE TOTAL
(1) Amount Required for Full Funding, Including Fee(s):	\$ 41,047,110	-0-	\$ 41,047,110
(2) Amount Allotted under the LOF Clause for Payment of Target Costs:	[REDACTED]		
(3) Amount Separately Obligated for Payment for Target Fee:	[REDACTED]		
(4) Total Amount Allotted and Obligated:	\$ 11,366,000	\$ 1,154,245	\$ 25,366,000
(5) Net Amount Required for Full Funding:	\$ 29,681,110	(\$14,000,000)	\$ 15,681,110
(6) Estimated Period of Performance the Allotted Amount will cover:	31 Oct 03		31 May 04

(b)(4)

2. The following page substitutions are hereby incorporated into the contract:

DELETE	ADD
Page 13Bi, Modification P00079	Page 13Bi, Modification P00085
Page 13D, Modification P00081	Page 13D, Modification P00085
Page 14, Modification P00079	Page 14, Modification P00085
Page 15, Modification P00084	Page 15, Modification P00085
Page 21, Modification P00079	Page 21, Modification P00085
Page 22, Modification P00084	Page 22, Modification P00085

000 883

ACRN: AT  
CUMULATIVE AMOUNT: \$8,960,000  
ACCT CLASS: 213 2040 5Q 5Q17 P172419E55 255Y ER3D730200 S01021  
ER3D730200/34KJLE/4K0000  
ORDER NO: ER3D730200-01 FUNDED AMT: \$1,500,000 (P00070)  
ER3D730200-02 FUNDED AMT: \$1,500,000 (P00071)  
ER3D730200-03 FUNDED AMT: \$1,500,000 (P00074)  
ER3D730200-04 FUNDED AMT: \$1,500,000 (P00077)  
ER3D730200-05 FUNDED AMT: \$2,960,000 (P00079)

ACRN: AW  
CUMULATIVE AMOUNT: \$100,000  
ACCT CLASS: 973 0400 1202 183 JT01 606051 65126J 59241 525700  
NMIPR039207  
ORDER NO: NMIPR039207 FUNDED AMT: \$100,000 (P00079)

ACRN: AY  
CUMULATIVE AMOUNT: \$3,000,000  
ACCT CLASS: 214 2040 5Q 5Q17 P172419E55 255Y ER4D730000 S01021  
ER4D730000/44KJLE/4K0000  
ORDER NO: ER4D730000-01 FUNDED AMT: \$3,000,000 (P00085)

CLIN 0009

(a) SUBCLIN 0009AA

ACRN: AJ  
CUMULATIVE AMOUNT: \$200,000  
ACCT CLASS: 5703600 290 4750 674478 28060F 503000 F78100  
REF: NACXXX00680104  
ORDER NO/PRON: NACXXX00680104-01 FUNDED AMT: \$200,000 (P00043)

000884

CLIN 0013

ACRN: AU  
CUMULATIVE AMOUNT: \$7,970,000  
ACCT CLASS: 213 2040 5Q 5Q17 P172419E55 255Y ER3D730000 S01021  
ER3D730000/34KJLE/4K0000  
ORDER NO: ER3D730000-01 FUNDED AMT: \$ 775,000 (P00073)  
ER3D730000-02 FUNDED AMT: \$4,000,000 (P00073)  
ER3D730000-03 FUNDED AMT: \$1,000,000 (P00077)  
ER3D730000-04 FUNDED AMT: \$2,195,000 (P00078)

ACRN: AX  
CUMULATIVE AMOUNT: \$3,396,000  
ACCT CLASS: 213 2040 5Q 5Q17 P172419E55 255Y ER3D740000 S01021  
ER3D740000/34KJLF/4K0000  
ORDER NO: ER3D740000-01 FUNDED AMT: \$3,396,000 (P00080)

ACRN: AZ  
CUMULATIVE AMOUNT: \$14,000,000  
ACCT CLASS: 214 2040 5Q 5Q17 P172419E55 255Y ER4D730100 S01021  
ER4D730100/44KJLE/4K0000  
ORDER NO: ER4D730100-01 FUNDED AMT: \$14,000,000 (P00085)

000885

**G-6. IMPLEMENTATION OF AND EXPLANATION OF THE RELATIONSHIP OF THE LIMITATION OF FUNDS (LOF) CLAUSE TO FEE OBLIGATIONS:** The amount of funds estimated to be required for full performance, including fee(s); the amount of funds allotted pursuant to the Contract Clause hereof entitled, Limitations of Funds, the amount of funds currently obligated for fee; and the estimated period of performance covered by the funds allotted are set forth below. Amounts obligated for fee are separate from and are not to be commingled with the amounts allotted for costs and are not available to the contractor to cover costs in excess of those allotted to the contract for cost.

- a. CLINs 0001 and 0002:
  - (1) Amount Required for Full Funding: \$ 437,946
  - (2) Amount Allotted Under the LOF Clause for Payment of Costs: [REDACTED] (b)(4)
  - (3) Total Amount Allotted and Obligated: \$ 440,100
  - (4) Net Amount Required for Full Funding: (\$ 2,154)
  - (5) Estimated Period of Performance the Allotted Amount Will Cover: 30 Sep 99
  
- b. CLINs 0003 and 0004:
  - (1) Amount Required for Full Funding, Including Fee(s): \$145,166,476
  - (2) Amount Allotted Under the LOF Clause for Payment of Target Costs: [REDACTED] (b)(4)
  - (3) Amount Separately Obligated for Payment of Target Fee: [REDACTED]
  - (4) Total Amount Allotted and Obligated: \$ 98,713,422\*
  - (5) Net Amount Required for Full Funding: \$ 46,453,054\*
  - (6) Estimated Period of Performance the Allotted Amount Will Cover: 31 Dec 03
  
- c. CLINs 0005 and 0006:  
SUBCLIN 0005AA
  - (1) Amount Required for Full Funding, Including Fee(s): \$164,011,800\*
  - (2) Amount Allotted Under the LOF Clause for Payment of Costs: \$ -0-
  - (3) Amount Separately Obligated for Payment of Target Fee: \$ -0-
  - (4) Total Amount Allotted and Obligated: \$ -0-
  - (5) Net Amount Required for Full Funding: \$164,011,800\*
  - (6) Estimated Period of Performance the Allotted Amount Will Cover:

\*NOT-TO-EXCEED (NTE)

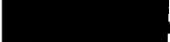
000886

d. CLINs 0011 and 0012:

(1) Amount Required for Full Funding, Including Fee(s):	\$ <u>41,558,000*</u>
(2) Amount Allotted Under the LOF Clause for Payment of Costs:	\$ _____ -0-
(3) Amount Separately Obligated for Payment of Fee:	\$ _____ -0-
(4) Total Amount Allotted and Obligated:	\$ _____ -0-
(5) Net Amount Required for Full Funding:	\$ <u>41,558,000*</u>
(6) Estimated Period of Performance the Allotted Amount Will Cover:	

\*NOT-TO-EXCEED (NTE)

g. CLINs 0013 and 0014:

(1) Amount Required for Full Funding, Including Fee(s):	\$ <u>41,047,110</u>
(2) Amount Allotted Under the LOF Clause for Payment of Costs:	
(3) Amount Separately Obligated for Payment of Target Fee:	
(4) Total Amount Allotted and Obligated:	\$ <u>25,366,000</u>
(5) Net Amount Required for Full Funding:	\$ <u>15,681,110</u>
(6) Estimated Period of Performance the Allotted Amount Will Cover:	31 May 04

(b)(4)

h. CLINs 0015 and 0016:

SUBCLIN 00015AA:

(1) Amount Required for Full Funding, Including Fee(s):	\$ <u>8,323,376</u>
(2) Amount Allotted Under the LOF Clause for Payment of Costs:	\$ _____ -0-
(3) Amount Separately Obligated for Payment of Fee:	\$ _____ -0-
(4) Total Amount Allotted and Obligated:	\$ _____ -0-
(5) Net Amount Required for Full Funding:	\$ <u>8,323,376</u>
(6) Estimated Period of Performance the Allotted Amount Will Cover:	

000887

H-8. GOVERNMENT-FURNISHED FUELS PROVIDED

██████████ fuels as identified below will be provided through ██████████ in accordance with the clause of this contract entitled Government Property (Cost-Reimbursement, Time and Material, or Labor-Hour Contracts). From time to time the contractor may order with the supplier for partial deliveries of fuel. To assist the Contracting Officer in maintaining accountability of total orders, the contractor shall notify the Contracting Officer when fuels ordered exceed 85 percent of the amount specified below. This is requested for each fuels type listed. The contractor will be financially responsible for orders for fuels in excess of the amount stipulated below:

NOMENCLATURE	NATIONAL STOCK NO. (NSN)	UNIT OF ISSUE	QUANTITY AUTHORIZED AS GFP
--------------	--------------------------	---------------	----------------------------

H-9. DESIGN SENSITIVITY TO COST (COST AS AN INDEPENDENT VARIABLE): The contractor may propose changes to the proposed design conforming to cost as an independent variable (CAIV). Those changes which do not alter the Aerostat Performance Specification (APS) may be implemented by the contractor 10 working days after notice of intent specifying the changes is provided to the government. Changes which alter the APS by reducing the requirements may only be undertaken without an equitable reduction in the estimated cost and schedule of the contract if the contractor demonstrates 1) a comparable gain in other performance requirements, 2) such changes are acceptable to the government, and 3) the change does not alter the overall estimated cost of the program. In no event, however, shall the contractor propose to reduce or alter the requirements of paragraph A.2 of Appendix A of the APS.

H-10. INCREMENTAL FUNDING OF THE CONTRACT:

- a. It is expected that allotments within each fiscal year will be made on an incremental basis in accordance with the LIMITATION OF FUNDS clause.
  - b. Pursuant to the Limitation of Funds clause, the sum of ██████████ is presently allotted to CLIN 0001 and available for payment to cover the work to be performed hereunder until 30 Sep 99. The amount of ██████████ is obligated for Potential Fee for a total amount of \$440,100 for CLIN 0001.
  - c. Pursuant to the LIMITATION OF FUNDS clause, the sum of ██████████ is presently allotted to CLIN 0003 and available for payment to cover the work to be performed hereunder until 31 Dec 03. The amount of ██████████ is obligated for Potential Fee (if applicable), for a total amount of \$98,713,422 for CLIN 0003.
- Pursuant to the LIMITATION OF FUNDS clause, the sum of ██████████ is presently allotted to CLIN 0013 and available for payment to cover the work to be performed hereunder until 31 May 04. The amount of ██████████ is obligated for Potential Fee (if applicable), for a total amount of \$25,366,000 for CLIN 0013.

(b)(3)(A)  
(i)&Title  
10 Sec 130  
(a)(b)

(b)(4)

(b)(6)

000888

It is anticipated that funds will be allotted and obligated (combined amounts for Cost and Potential Fee) as follows:

	<u>PLANNED DATE OF FUNDING</u>	<u>AMOUNT</u>	<u>CUMULATIVE</u>
		(In Millions)	
CLIN 0001	Current Obligations (Jun 99)		\$440,100
CLIN 0003	Current Obligations (Oct 99)		\$31,431,222
	FY 00	16.0000	
	FY 01	17.5000	
	FY 02	20.0650	
	FY 03	20.0650	
	FY 04	20.0650	
	FY 05	20.040254	
CLIN 0005 (OPTION I)	<b>TBD</b>	<b>TBD</b>	
CLIN 0007 (OPTION II)	<b>TBD</b>	<b>TBD</b>	
CLIN 0009 (OPTION III)	<b>TBD</b>	<b>TBD</b>	
CLIN 0011 (OPTION IV)	<b>TBD</b>	<b>TBD</b>	
CLIN 0013	Current Obligations (Oct 03)		\$25,366,000
	FY 04	\$ 4,293,000	
	FY 05	\$11,388,110	
CLIN 0015	<b>TBD</b>	<b>TBD</b>	

c. The Government may unilaterally change planned allotments. Such changes in planned allotments will not in and of themselves entitle the contractor to an equitable adjustment under this contract. However, any equitable adjustment which is required will be settled in accordance with the CHANGES clause of the contract. If the contractor incurs costs at a pace which exceeds the foregoing allotment schedule then the contractor shall not be entitled to an increase in the potential award fee unless and to the extent that the accelerated spending is caused by a change to the contract independently changing the work.

d. Nothing herein shall be interpreted as creating an obligation in advance of an appropriation or allotment.

e. At any time the contractor determines that the next planned allotment or any succeeding allotment will not be sufficient, the contractor shall notify the Contracting Officer in writing. In accordance with the LIMITATION OF FUNDS clause, this notice is required 30 days prior to the end of the then current funding period. (This notice is in addition to the notice required by paragraph (c) of the LIMITATION OF FUNDS clause.)

000889

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			I. CONTRACT ID CODE V	PAGE OF PAGES 1 11
2. MODIFICATION NO. PO0000	3. EFFECTIVE DATE 15-Dec-2003	4. ACQUISITION/PIC/CLASS. REG. NO.	5. PRODUCT NO. (If applicable)	
6. ISSUED BY IN ARMY BRANCH & MILITARY DEFENSE COMMAND [Redacted] [Redacted] HUNTSVILLE AL 35897-3807	CODE W99113M	7. ADMINISTERED BY (If other than Item 6) DGM TYNGSBORO PO BOX [Redacted] TYNGSBORO MA 01779		8. CLUSE NONE
8. NAME AND ADDRESS OF CONTRACTOR (Nn. Street, County, State and Zip Code) RAYTHEON COMPANY 180 HARTWELL ROAD REDFORD MA 01703-0000			9A. AMENDMENT OF SOLICITATION NO	
			9B. DATED (SEE ITEM 11)	
			X 10A. MOD. OF CONTRACT ORDER NO DASG60-38-C-0001	
			X 10B. DATE (SEE ITEM 13) 20-Aug-1998	
CODE 04164			FACILITY CODE	
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended. <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 11 and 13, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted, or (c) by express letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter provided such telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.				
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule				
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14				
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.				
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 41.101(b). THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: A 52 263-2, Changes - Cost Reimbursement, Alternate V				
D. OTHER (Specify type of modification and authority)				
14. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.				
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) See attached.				
<small>Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, or hereafter changed, remains unchanged and in full force and effect</small>				
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
[Redacted]			[Redacted]	
15B. CONTRACTOR/OFFER (SR)			15C. DATE SIGNED	
[Redacted] (Signature of person authorized to sign)			12/24/03	
			15C. DATE SIGNED	
			24 Dec 03	

(b)(3)

(b)(3)

(b)(6)  
(b)(7)(C)  
(b)(7)(D)

000890

EXCEPTION TO SF 30  
APPROVED BY OIRM 11-84

30-10

STANDARD FORM 30 (Rev. 10-03)  
Prescribed by GSA  
FAR (48 CFR) 53.243

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

The following items are applicable to this modification:

SECTION A - SOLICITATION/CONTRACT FORM  
MODIFICATION

Whereas, pursuant to FAR 52.243-2, "Changes - Cost-Reimbursement Alternate V," the government elects to change the contract (this modification revises modification P00050 and modification P00061) as reflected herein, and

Whereas, pursuant to the Limitation of Government Liability clause, funds in the amount of \$14,000,000 are provided under CLIN 0005 for commencement of this effort, and

Whereas, the CLIN 0013 milestone events and performance periods require revision at no additional cost to the government, and

NOW, THEREFORE, the contract is changed as follows:

1. SECTION B- SUPPLIES OR SERVICES AND PRICES/COSTS: Paragraph B-1. Line Item Description of the contract is changed to delete the Contract Line Item Number (CLIN) structure in the contract and replace it with the CLIN structure shown below:

B-1. LINE ITEM DESCRIPTION: In accordance with this contract, the contractor, independently and not as an agent of the Government, shall provide all necessary materials, labor, equipment, and facilities, except as specified herein to be furnished by the Government, and shall do all that which is necessary or incident to the satisfactory and timely performance of the following Contract Line Item Number (CLIN):

<u>CLIN</u>	<u>SUPPLIES OR SERVICES</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>AMOUNT</u>
<b>BASIC</b>				
0001	Risk Mitigation - Statement of Work SW-JLENS-16-97, dated 16 Jan 02, Rev 3, titled "JLENS Program", incorporated herein and attached as set forth in Part III, Section J, hereof. Paragraphs for Risk Mitigation in said SOW and the contractor's Risk Mitigation Approach attached to this contract as Attachment A6.	1	Task	\$ 437,946
0002	Contract Data Requirements List (CDRL), DD Form I423, Exhibit A, consisting of Exhibit Line Item Nos. A001, A002, A004, A006, A008, A015, A019 and A020 incorporated herein and attached as set forth in Part III, Section J, hereof.	1	Lot	Not Separately Priced
0003	JLENS System: Design, Development, Fabrication, Integration, and Test - Statement of Work SW-JLENS-16-97, dated 21 Oct 03, Rev 6, titled "JLENS Program", incorporated herein and attached as set forth in Part III, Section J, hereof. Paragraphs 1.1, 1.2, 1.3, 2.1, 2.2, 2.3, 2.4, 2.5, 2.6, 2.6.2, 2.6.3, 2.9, 3.1, 3.2, 3.3, 3.4, 3.5.1, 3.5.2, 3.5.3, 3.5.4, 3.5.5, 3.5.6, 3.5.7, 3.5.8, 3.6, 3.7, 3.8, 3.9, 3.9.1, 3.9.2, 3.10.1, 3.10.1.1, 3.10.1.2, 4.1, 4.2, 5.1, 5.2, 5.3, 5.4, 5.5, 6.1,	1	Task	\$ 145,166,476

000891

<u>CLIN</u>	<u>SUPPLIES OR SERVICES</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>AMOUNT</u>
	6.1.1, 6.1.2, 6.2, 6.3, 6.4, and 7.0 in said SOW, less CLIN 0005AD.			
0004	Contract Data Requirements List (CDRL), DD Form 1423, Exhibit A, consisting of Exhibit Line Item Nos. A001 through A020, incorporated herein and attached as set forth in Part III, Section J, hereof.	1	Lot	Not Separately Priced
0005	JLENS System Design and Demonstration (SDD) - Statement of Work SW-JLENS-16-97, dated 21 Oct 03, Rev 6, titled "JLENS Program", incorporated herein and attached as set forth in Part III, Section J, hereof. Paragraphs 1.1, 1.2, 1.3, 2.1, 2.2, 2.3, 2.4, 2.5, 2.6, 2.6.2, 2.6.3, 2.9, 3.1, 3.2, 3.3, 3.4, 3.5.1, 3.5.2, 3.5.3, 3.5.4, 3.5.5, 3.5.6, 3.5.7, 3.5.8, 3.6, 3.7, 3.8, 3.9, 3.9.1, 3.9.2, 3.10.1, 3.10.1.1, 3.10.1.2, 4.1, 4.2, 5.1, 5.2, 5.3, 5.4, 5.5, 5.6, 6.1, 6.1.1, 6.1.2, 6.2, 6.3, 6.4, and 7.0 in said SOW.		Task	\$894,000,000 NTE*
0006	Contract Data Requirements List (CDRL), DD Form 1423, Exhibit A, consisting of Exhibit Line Item Nos. A001 through A020, incorporated herein and attached as set forth in Part III, Section J, hereof.	1	Lot	Not Separately Priced
	<b>OPTION II</b>			
0007	SuR: Design, Development, Fabrication, Integration, Test & Demonstration - Statement of Work SW-JLENS-16-97, dated 21 Oct 03, Rev 6, titled "JLENS Program", incorporated herein and attached as set forth in Part III, Section J, hereof. Paragraphs 1.1, 1.2, 1.3, 2.1, 2.2, 2.3, 2.4, 2.5, 2.6, 2.6.2, 2.6.3, 2.9, 3.1, 3.2, 3.3, 3.4, 3.5.1, 3.5.2, 3.5.3, 3.5.4, 3.5.5, 3.5.6, 3.5.7, 3.5.8, 3.6, 3.7, 3.8, 3.9, 3.9.1, 3.9.2, 3.10.1, 3.10.1.1, 3.10.1.2, 4.1, 4.2, 5.1, 5.2, 5.3, 5.4, 5.5, 5.6, 6.1, 6.1.1, 6.1.2, 6.2, 6.3, 6.4, and 7.0 in said SOW.	1	Task	\$185,932,600 NTE*
	0007AA SuR: Design, Development, Fabrication, Integration, Test	1	Task	\$ 10,868,600 NTE*
	0007AB Mobile Mooring Station	1	Task	\$ 61,868,600 NTE *
	0007AC Leave Behind Capability including Ground Support Equipment			
	0007AD SuR Risk Mitigation	1	Task	TBD***

000892

0008	Contract Data Requirements List (CDRL), DD Form 1423, Exhibit A, consisting of Exhibit Line Item Nos. A001 through A020, incorporated herein and attached as set forth in Part III, Section J, hereof	1	Lot	Not Separately Priced
<b>OPTION III</b>				
0009	Component Demonstrations/Exercises - Statement of Work SW-JLENS-16-97, dated 21 Oct 03, Rev 6, titled "JLENS Program", incorporated herein and attached as set forth in Part III, Section J, hereof. Paragraphs 1.1, 1.2, 1.3, 2.1, 2.2, 2.3, 2.4, 2.5, 2.6, 2.6.1, 2.9, 3.1, 3.4, 3.5.1, 3.5.6, 3.5.7, 3.5.8, 3.6, 3.7, 3.8, 3.9.2, 4.1, 4.2, 5.1, 5.2, 5.4, 5.5, 5.6, 6.1, 6.1.1, 6.1.2, 6.2, 6.3, 6.4, and 7.0 in said SOW.	See B-10		
0009AA	Level-of-Effort (Includes labor, travel, subcontract)	See B-10		\$14,095,880
0009AB	Materials	See B-10		\$ 5,528,296
0010	Contract Data Requirements List (CDRL), DD Form 1423, Exhibit A, consisting of Exhibit Line Item Nos. A001, A002, A006, A010, A0012, A0014, A015, A016, A017, A018, A019, A020 and A021 incorporated herein and attached as set forth in Part III, Section J, hereof.	1	Lot	Not Separately Priced
<b>OPTION IV</b>				
0011	Operations & Sustainment – Statement of Work SW-JLENS-16-97, dated 21 Oct 03, Rev 6, titled "JLENS Demonstration Program", incorporated herein and attached as set forth in Part III, Section J, hereof. Paragraphs 1.1, 1.2, 1.3, 2.1, 2.2, 2.3, 2.4, 2.5, 2.6.1, 2.6.2, 2.6.3, 2.9, 3.1, 3.2, 3.4, 3.5.1, 3.5.6, 3.5.7, 3.5.8, 3.6, 3.7, 3.8, 3.9.2, 5.6, 6.1, 6.1.1, 6.1.2, 6.2, 6.3, 6.4, 7.0, and 8.0 in said Scope of Work.	1	Task	\$ 41,558,000 NTE*
0012	Contract Data Requirements List (CDRL), DD Form 1423, Exhibit B, consisting of Exhibit Line Item Nos. B001 through B010, incorporated herein and attached as set forth in Part III, Section J, hereof.	1	Lot	Not Separately Priced
<b>BASIC</b>				
0013	Spiral 1 – COTS – Based System  Statement of Work SW-JLENS-16-97, dated 3 Dec 02, Rev 4, titled "JLENS Program, Spiral 1", incorporated herein and attached as set forth in Part III, Section J, hereof. Paragraphs 1.1, 1.2, 1.3, 2.1, 2.2, 2.3, 2.4, 2.5, 2.6.2, 2.6.3, 2.9, 3.1, 3.2, 3.3, 3.4, 3.5.1, 3.5.2, 3.5.3, 3.5.4, 3.5.5, 3.5.6, 3.5.7, 3.7, 3.8.	1	Task	\$41,047,110

000893

3.9, 3.9.1, 3.9.2, 3.10.1, 3.10.1.1, 3.10.1.2, 4.1, 4.2,  
5.1, 5.2, 5.3, 5.4, 5.5, 5.6, 6.1.2, 6.1.3, 6.1.4, 6.1.5,  
6.1.6, 6.2, 6.3, 6.4, 7.0

0014	Contract Data Requirements List (CDRL), DD Form 1423, Exhibit A, consisting of Exhibit Line Item Nos. A001 through A006 and A008 through A020 and A022 incorporated herein and attached as set forth in Part III, Section J, hereof.	1	Lot	Not Separately Priced
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**OPTION V**

0015	Operations & Sustainment – Statement of Work SW-JLENS-16-97, dated 3 Dec 02, Rev 4, titled “JLENS Program, Spiral 1”, incorporated herein and attached as set forth in Part III, Section J, hereof. Paragraphs 1.1, 1.2, 1.3, 2.1, 2.2, 2.3, 2.4, 2.5, 2.6.1, 2.9, 3.1, 3.4, 3.5.1, 3.5.6, 3.7, 3.8, 5.6, 6.1.2, 6.1.3, 6.1.4, 6.1.5, 6.1.6, 6.2, 6.3, 6.4, 7.0, and 8.0	See B-15		
0015AA	Level-of-Effort (Includes labor and travel)	See B-15		\$8,323,376
0015AB	Materials	Sec B-15		\$ 250,378
0016	Contract Data Requirements List (CDRL), DD Form 1423, Exhibit B, consisting of Exhibit Line Item Nos. B001 through B010, incorporated herein and attached as set forth in Part III, Section J, hereof.	1	Lot	Not Separately Priced

**\*Not-to-Exceed (NTE) subject to downward negotiations only.**

**\*\*TBD – To Be Determined upon submission of the contractor’s proposal.**

All amounts, except CLINs 0001, 0002, 0009, and 0010, are subject to an equitable adjustment in accordance with the changes clause.

**2. SECTION F – DELIVERIES OR PERFORMANCE, is changed as follows:**

a. Paragraph F-1. COMPLETION OF REQUIREMENT; is modified to delete the subparagraph a. through f. and replace with the following subparagraphs:

a. The contractor shall complete the task required by CLIN 0001 and complete delivery of all data and reports required by CLIN 0002 by 30 Aug 1999.

b. The contractor shall complete the task required by CLIN 0003 no later than 30 Dec 2003. The contractor shall complete delivery of all data and reports required by CLIN 0004 by 31 Mar 2004.

c. The contractor shall complete the task required by CLIN 0005 and complete delivery of all data and reports required by CLIN 0006 by 31 Jul 2010.

d. The contractor shall complete the task required by CLIN 0007 and complete delivery of all data and reports required by CLIN 0008 by 30 Sep 2008 for each Subclin, if exercised.

e. The contractor shall provide all level of effort, data, and reports required by CLINs 0009 and 0010 by 30 Sep 2005.

000894

f. The contractor shall complete the task required by CLIN 0011 and complete delivery of all data and reports required by CLIN 0012 by 30 Sep 2012.

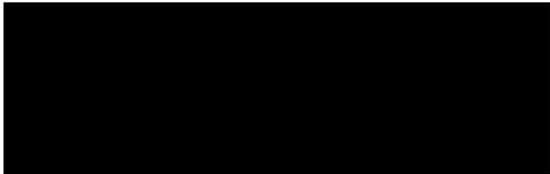
g. The contractor shall complete the task required by CLIN 0013 no later than 30 Jun 2005. The contractor shall complete delivery of all data and reports required by CLIN 0014 by 30 Sep 2005.

h. The contractor shall complete the task required by CLIN 0015 and complete delivery of all data and reports required by CLIN 0016 by 30 Sep 2007.

b. Paragraph F-5. MILESTONE EVENTS AND PERFORMANCE PERIOD: for CLIN 0003 and subsequent CLINs are deleted and replaced with the following:

MILESTONE EVENT	TIME PERIOD	
<u>CLIN 0003 – PTIR System</u>		
FP Demo	Second Quarter FY 00	
PTIR Hardware PDR	First Quarter FY 01	
PTIR Hardware CDR	Fourth Quarter FY 01	
Tether CDR	Second Quarter FY 02	
POD TRIMMs Assembled	Fourth Quarter FY 02	
REX Assembled	Second Quarter FY 03	
Tether Test	Second Quarter FY 03	
PTIR SRS Released	Fourth Quarter FY 03	
	Third Quarter FY 03	(b)(3)(A)
Master Test Plan (Draft)	Fourth Quarter FY 03	(i)&Title 10 Sec 130 (a)(b)
<u>CLIN 0005</u>		
Logistics Planning Document	First Quarter FY 04	
Tether Test	Second Quarter FY 04	
Draft Master Test Plan	Third Quarter FY 04	
SuR Risk Reduction IPR	Fourth Quarter FY 04	
PTIR Build 1 SRS Released	Fourth Quarter FY 04	
System Requirements Review (SRR)	First Quarter FY 05	
	First Quarter FY 05	(b)(3)(A) (i)&Title 10 Sec 130 (a)(b)

000895

Surveillance Radar (SuR) Risk Reduction Test	Third Quarter FY 05	
System Functional Review	Fourth Quarter FY 05	
Master Test Plan	Fourth Quarter FY 05	
Platform PDR (Part 1 System PDR)	First Quarter FY 06	
Platform CDR	Third Quarter FY 06	
System ICD	Fourth Quarter FY 06	
Processing Station & CP PDR (Part 2 System PDR)	First Quarter FY 07	
Mil O & S PDR	TBD	
System Integration Laboratory (SIL) - Functional Verification Test (FVT)	Second Quarter FY 07	(b)(3)(A)
	Third Quarter FY 07	(i)&Title 10
Processing Station & CP CDR	Fourth Quarter FY 07	Sec 130 (a)(b)
System CDR	First Quarter FY 08	
PTIR #1 FVT Complete	First Quarter FY 08	
	Second Quarter FY 08	
	Fourth Quarter FY 08	(b)(3)(A)
	First Quarter FY 09	(i)&Title 10
	First Quarter FY 09	Sec 130 (a)(b)
Deliver Orbit (SDD #1) to Government	First Quarter FY 09	
Orbit FVT Test (SDD #2) Complete	Second Quarter FY 09	
Deliver Orbit (SDD #2) to Government	Second Quarter FY 09	
Production Readiness Review	Second Quarter FY 09	
Contractor Final Test Report	Second Quarter FY 09	
Processing Station Software (TBM, SMTI, LCR) Build 5 Demo	Third Quarter FY 09	
Log Demo	TBD	
JTA-A Certification Complete	First Quarter FY 10	

CLIN 0007

SUBCLIN 0007AA - SuR

000896

SuR Preliminary Design Review	Third Quarter FY 05	
SuR Critical Design Review	Second Quarter FY 06	
	First Quarter FY 08	(b)(3)(A)
SuR Delivery	Fourth Quarter FY 08	(i)&Title 10 Sec 130 (a)(b)
SUBCLIN 0007AB - SuR		
Mobile Mooring Station Delivery	Fourth Quarter FY 08	
SUBCLIN 0007AC - SuR		
Leave Behind Capability Including GSE	Fourth Quarter FY 08	
SUBCLIN 0007AD - PDRR		
SuR Launch and Recovery	Fourth Quarter FY 05	
<u>CLIN 0011</u>		
Deliver Final Report	Twenty-four Months after exercise of Option	
<u>CLIN 0013 - Spiral 1</u>		
System Requirements Review	Second Quarter FY 03	
System Functional Review	Third Quarter FY 03	
Spiral I Radar IPR	Fourth Quarter FY 03	
Platform IPR	First Quarter FY 04	
Communication Payload IPR	Second Quarter FY 04	
Processing Station IPR	Third Quarter FY 04	
SIL Demonstration	Fourth Quarter FY 04	
Spiral I Radar FVT	First Quarter FY 05	
Spiral I Platform FVT	First Quarter FY 05	
Integration Testing	Second Quarter FY 05	
	Third Quarter FY 05	(b)(3)(A)
	Fourth Quarter FY 05	(i)&Title 10 Sec 130 (a)(b)

3. SECTION G - CONTRACT ADMINISTRATION DATA.

000897

a. Paragraph G-5, Accounting and Appropriation Data, CLIN 0005 is revised to add the following:

ACRN:	BA
CUMULATIVE AMOUNT:	\$14,000,000
ACCT CLASS:	214 2040 5Q 5Q17 P172419E55 255Y ER4D731500 S01021 ER4D731500/44KJLE/4K0000
ORDER NO:	ER4D731500-01 FUNDED AMT: \$14,000,000 (P00086)

b. Paragraph G-9, will be added to the contract upon definitization of this change order as follows:

**G-9. DCMA FACILITIES**

The contractor shall provide working facilities (including workstation, computers, communications) for 4 people from the contract administration office. These facilities shall be provided in the JLENS dedicated area.

4. SECTION H – SPECIAL CONTRACT REQUIREMENTS. is changed as follows:

a.. Paragraph H-3. OPTIONS is modified to read as follows:

The options CLINs stipulated in the contract may be exercised at the unilateral option of the government. The exercise of the option CLIN shall be by written notice provided to the contractor by the Contracting officer not later than the dates shown below provided preliminary notice is given by the government thirty (30) days prior to option exercise. The contractor shall incur no costs chargeable to any option CLIN until the Contracting Officer has provided written notification that the option CLIN has been exercised. The option CLIN may be exercised individually and the exercise of an option will include its attendant data item CLIN.

OPTION	DATE
CLINs 0007 and 0008 (Option II)	
0007AA	NLT 30 Aug 04
0007AB	NT 30 Aug 05
0007AC	NLT 30 Jun 06
0007AD	NLT 1 Dec 05
CLINs 0009 and 0010 (Option III)	NLT 30 Sep 05
CLINs 00011 and 0012 (Option IV)	NLT 30 Dec 07

CLIN 0009 – At the unilateral option of the government, CLIN 0009 may be exercised incrementally or totally at any time during the period of performance of the contract, up to the amount set forth in Section B of the contract. The CPFF unit price per DPPH [REDACTED] will be used to exercise CLIN 0009, if it is exercised incrementally. (b)(4)

CLIN 0015: At the unilateral option of the government, CLIN 0015 may be exercised incrementally or totally not later than 30 Sep 07, up to the amount set forth in Section B of the contract. The CPFF unit price per DPPH [REDACTED] will be used to exercise CLIN 0015, if it is exercised incrementally. (b)(4)

In the event the contractor fails to complete the milestones required by F-5 of the contract for CLIN 0005, the government may postpone the exercise of the option for CLINs 0007/0008 without increase in the estimated cost and fee. In the event the contractor fails to complete the milestones required by F-5 of the contract for CLIN 0005 and/or CLIN 0007, the government may postpone the exercise of the option for CLINs 0011 and 0012 without increase in the estimated cost and fee.

000898

Subclin 0007AA and Subclin 0007AB may be exercised individually. Subclin 0007AC may only be exercised if Subclin 0007AA and Subclin 0007AB have been exercised.

b. Paragraph H-10. INCREMENTAL FUNDING OF THE CONTRACT, paragraph c. CLIN 0005 is changed as follows:

	PLANNED DATE OF FUNDING	AMOUNT (in millions)	CUMULATIVE
CLIN 0005	TBD	TBD	

c. Paragraph H-17, will be added to the contract upon definitization of this change order as follows:

**H-17. CONTRACTOR'S ORGANIZATION AND RELATIONSHIP WITH OTHER CRUISE MISSILE DEFENSE SYSTEM OF SYSTEMS CONTRACTORS AND GOVERNMENT PROGRAMS**

The government is engaged in the development of an integrated cruise missile defense conducted under the auspices of the Program Executive Officer, Air, Space and Missile Defense. Achievement of the effort involves bringing together in a System of Systems, programs that have been independently pursued. This provision provides a mechanism for an alliance of the participants in the programs, [REDACTED] and the Joint Land Attack Cruise Missile Defense Elevated Netted Sensor System (JLENS), to further interoperability and capability leveraging. To assist in the implementation of these broad objectives, the contractor will establish associate agreements between the above three program participants. Agreements shall also be established with support contractors as identified by the government.

**(b)(3)(A)  
(i)&Title  
10 Sec 130  
(a)(b)**

The contractor shall maintain technical liaison with the suite of contractors in the alliance governed by associate agreements. Technical Direction will be used to identify the full complement of contractors. The associate agreements will accomplish the following:

- (1) Coordinate and exchange information reflecting the technical objectives of the systems and promote understanding of both technical interfaces and assure meaningful technical contribution to the system of systems within established specifications and designs.
- (2) Add to the value of each system by assuring interoperability in combat roles is a product of the respective efforts.
- (3) Determine how to share technical information in a manner which assures that the best of the capabilities of the developing systems are understood and leveraged by each system member to the benefit of all.
- (4) Provide for the exchange and safeguarding of proprietary information and date to include provisions to protect proprietary information from unauthorized disclosure. The agreements shall hold the Government harmless from unauthorized disclosure by the parties of proprietary information or data.

The contractor agrees to insert conforming provisions in all subcontracts which require access to proprietary information or data and require participation in interchanges implementing this provision.

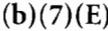
5. SECTION I – CONTRACT CLAUSES: FAR 52.216-24, LIMITATION OF GOVERNMENT LIABILITY (APR 1984) is added as follows:

(a) In performing CLIN 0005/0006 of this contract, the Contractor is not authorized to make expenditures or incur obligations exceeding \$14,000,000 dollars.

000899

(b) The maximum amount for which the Government shall be liable for CLIN 0005/0006 if this contract is terminated is \$14,000,000 dollars.

6. SECTION J – LIST OF ATTACHMENTS is changed as shown below:

<u>TITLE</u>	<u>DATE</u>	<u># OF PAGES</u>
Scope of Work SW-JLENS-16-97, "JLENS Program," Rev 6	21 Oct 03	14
Contract Data Requirements List (DD Form 1423) Data Item Nos. A001 through A028	17 Oct 03	28
		
Government Furnished Equipment, GFP, and GFS – Spiral 2	TBD	None

7. The contractor shall redirect the effort in conformance with the contract as changed herein and submit a proposal for these changes within seventy-five (75) days. See attached JLENS Special Instructions for Preparation of the Proposal for CLIN 0005.

8. This modification integrates the full agreement of the parties except as stated herein. The parties recognize that the Not-To-Exceed amount listed in Section B, CLIN 0005, above, is subject to further negotiation relative to the following items only:

a. F-5. Milestone Events and Performance Period, CLIN 0005. The delivery dates for the Mil O&S PDR and Log Demo milestone events have not been agreed to within the parameters of this change order.

b. Section J. List of Attachments, Government Furnished Equipment, GFP, and GFS – Spiral 2. The Government Furnished Equipment, GFP, and GFS – Spiral 2 list and contractor's respective need dates has not been agreed to within the parameters of this change order.

c. If the above items, 8a. and 8b., cannot be agreed to by both parties, and if such causes any change to the contractor's cost, schedule or scope, the contract will be equitably adjusted accordingly.

9. Slipsheet pages to the contract will be provided upon definitization of the change order.

000900

**PROGRAM EXECUTIVE OFFICE FOR  
AIR SPACE AND MISSILE DEFENSE  
JOINT LAND ATTACK CRUISE MISSILE  
DEFENSE ELEVATED NETTED SENSOR  
SYSTEM (JLENS) PROJECT OFFICE**

**JLENS PROGRAM**

**SW-JLENS-16-97**

**DASG60-98-C-0001**

**CLINS 0003, 0005, 0007, 0009, 0011**

**STATEMENT OF WORK**

21 Oct 03

Rev 6

000901

**1.0 INTRODUCTION**

DASG60-98-C-0001 Modification P00086

**1.1 Objectives**

The JLENS Program has three primary objectives: 1) mitigation of the risk associated with the execution of the program, and 2) design, development, fabrication, integration, test, and operations and maintenance of systems that meet the JLENS performance requirements, and (3) provide an operationally capable system. (3,5,7,9,11)

(b)(3)(A)  
(i)&Title  
10 Sec 130  
(a)(b)

**1.2 Scope**

This Statement of Work (SOW) defines the requirements for a JLENS Program. Technical requirements are contained in the JLENS Performance Specification - Spiral 1 (JPSS1), and JLENS Performance Specification - Spiral 2 (JPSS2). The JLENS Program is composed of three segments: 1) Risk Mitigation (RM); 2) Design, Development, Integration, Test and fielding, and 3) Operations and Sustainment (O&S). The contractor shall design, develop, procure, fabricate, integrate, test, operate, and deliver systems that meets the requirements of this SOW and the Performance Specifications. (3,5,7,9,11)

**1.3 Integrated Product Teams (IPTs)**

The JLENS system shall be developed using a partnership between the government and industry. The IPTs shall be the basis of the partnership. The contractor shall implement IPTs as an integral part of the JLENS Program. The contractor shall be an integral member of government IPTs and the government will be an integral member of contractor IPTs. (3,5,7,9,11)

**2.0 PROGRAM MANAGEMENT**

**2.1 General**

The contractor shall ensure all activities are defined, resourced, controlled, scheduled, monitored, reported, and managed consistent with and supportive of the requirements set forth in this SOW. The contractor shall implement its integrated master approach defining the events, accomplishments, criteria, and associated processes in accordance with (IAW) contract Attachment A1 entitled, "Program Management Approach". (3,5,7,9,11)

**2.2 Meetings and Reviews - Contractor Internal**

The contractor shall identify, conduct, support, attend, and document reviews, and make assessments by which the degree of completion of technical and programmatic efforts related to major schedule milestones can be made. The contractor shall notify and invite the government to all such contractor and subcontractor reviews in a timely manner. (3,5,7,9,11)

000902

### **2.3 Meetings and Reviews - Contractor/Government**

The contractor shall conduct program reviews (PRs). The PRs shall address technical performance; risk and risk management; cost, technical and schedule progress; program status; staffing; and issues that could affect program execution. The contractor shall relate technical accomplishment to cost and schedule using earned value during PRs. The contractor shall conduct PM level reviews at the request of the JLENS Project Manager. (CDRL A001) (3,5,7,9,11)

### **2.4 Master Integrated Program Schedule (MIPS)**

The contractor shall ensure that all activities are defined, resourced, controlled, scheduled, updated, monitored, reported, and managed consistent with and supportive of the requirements set forth in this SOW. The contractor shall develop a separate detailed Master Integrated Program Schedule (MIPS) for the JPSS1 and JPSS2 consistent with the Program Plan, CWBS, and CWBS Dictionary. The contractor shall logically link schedule tasks to reflect the manner in which the work is to be performed, resulting in the ability to analyze a critical path. The contractor shall document and provide the relationship between the MIPS and the CWBS. (CDRL A002) (3,5,7,9,11)

### **2.5 Contract Work Breakdown Structure (CWBS)**

The contractor shall implement and maintain a CWBS and dictionary. The contractor shall use the CWBS as the primary framework for planning, budgeting, controlling, and reporting the status of program cost, schedules, and technical performance. The CWBS shall be developed to the lowest level at which work is performed. (CDRL A002 and A028) (3,5,7,9,11)

### **2.6 Cost Reporting**

#### **2.6.1 Funds Manhour Expenditure Report**

The contractor shall provide a Funds Manhour Expenditure Report (CDRL A021)(9,11)

#### **2.6.2 Cost Reporting**

The contractor shall develop and implement a management control process that effectively uses earned value for integrated cost, schedule, and technical performance management. The contractor shall conduct an Integrated Baseline Review (IBR) (CDRL A001 and A004). This shall include an earned value management control process that provides the basis for planning and controlling cost and schedule, measuring performance and progress, and generating timely, reliable reports. The contractor shall flow down earned value management and appropriate reporting requirements to major subcontractors which, based on risk, schedule criticality, and dollar value of their subcontract, are important to the successful completion of the program. The Format 5 variance analysis shall explain the cost and schedule variances

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exceeding  $\pm 10\%$  for JPSS 2. The contractor shall provide variance analysis for all WBS elements experiencing a  $\pm 5\%$  variance at completion. Variance analysis shall detail the cause, impact and corrective action. (3,5,7)

**2.6.2.1** For JPSS 2 the contractor shall prepare and provide a Cost Performance Report (CPR) (CDRL A004) and a Contract Funds Status Report (C/FSR)(CDRL A003). To maintain necessary visibility, data reported shall be separated on the CPR (CDRL A004) via the WBS structure. (5,7)

**2.6.2 Program Cost Estimate**

Rough Order of Magnitude cost for System Development and Demonstration (SDD), procurement, and operations and sustainment of the JLENS system shall be developed and kept current. Anticipated SDD, production and sustainment requirements shall be provided periodically via a Contracting Officer letter. (CDRL A005)(3,5,7,11,13)

**2.7 Data Management**

The contractor shall establish and implement a data management process that shall reproduce, catalog, store, and deliver data items. The contractor shall make available all technical and programmatic data as requested by the government. The contractor shall maintain a data repository for classified and unclassified storage and an efficient means to accomplish fast and accurate data retrieval. All contractual data items shall be delivered in electronic format on permitted media. [REDACTED]

[REDACTED]. These requirements may be revised at the sole discretion of the government in order to incorporate newer or improved versions of software. The following electronic media is permissible: the classified and unclassified JLENS servers or DVD, CD-ROM, 100 and 250 MB Zip Disks. Media (e.g., diskettes, tapes, etc.) delivered under this contract shall be free of viruses. The contractor shall test such media for viruses prior to delivery. The contractor shall support and provide input to the government in the development of documentation to support the government acquisition documentation. (CDRL A006) (3,5,7,9,11)

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**3.0 SYSTEM ENGINEERING**

**3.1 General**

The contractor shall conduct systems engineering and provide a system design that meets the requirements of this SOW and the performance specifications. The configurations of these systems shall be explained and documented in the System/Subsystem Design Document. Systems Engineering shall include system/subsystem engineering requirements allocation, specification production and configuration management, system analyses, tactical hardware, tactical software, tactical ground support equipment, risk management, radio frequency management, test requirements/plans, interface management and integration, safety, modeling and simulations, Cost as an Independent Variable (CAIV), and technical reviews and meetings. The contractor shall implement CAIV as authorized by the contracting officer IAW contract Attachment 3 entitled, "Cost as An Independent Variable Approach" and IAW contract Attachment 4 entitled, "System Engineering Approach." (3,5,7,9,11)

**3.2 System Engineering Requirements Allocation**

The contractor shall develop and provide a Specification Tree for each radar configuration to the equivalent of the Critical Item (CI)/Prime Item/subsystem level (CDRL A007). The contractor shall flow down the requirements of the performance specifications to the equivalent of the CI/Prime Item/subsystem level. The contractor shall implement a producibility and manufacturing program that incorporates producibility and manufacturing into the design. This program shall include design strategies to preclude obsolescence, address production readiness reviews, producibility planning, manufacturing technology insertion and other pertinent efforts associated with manufacturing and production (CDRL A023). The contractor shall detail this information in Attachment A4 – "Systems Engineering Approach". The contractor shall develop and maintain hardware design documentation that will allow the contractor to replicate the JLENS hardware. The contractor shall document this requirement allocation and supporting analyses in a Design Notebook (CDRL A008). The Design Notebook shall include refinements of and updates to the information presented in the technical proposal. The contractor shall define and document the details of the design and requirements in hardware and software design specifications (CDRL A009). The contractor shall develop and maintain, in contractor format, design and performance specifications to the Prime Item/subsystem level. The contractor shall develop Interface Control Documents (ICDs) for internal and external interfaces. (CDRL A010)(3,5,7)

**3.3 System Analyses**

The contractor shall conduct performance analyses to support the system designs IAW the requirements of performance specification. [REDACTED]

[REDACTED] Performance analyses

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and trade studies shall be completed and system design shall be established prior to DRs. All trade studies shall include CAIV. All analyses and trade studies generated under this section shall be included in the Design Notebook. (CDRL A008) (3,5,7)

**3.4 Hardware**

The contractor shall design, fabricate, assemble, integrate and test hardware to meet the requirements of performance specifications and ICDs. The contractor shall provide and maintain sufficient hardware to meet the requirement of this contract. The contractor shall be responsible for total support of the hardware, including all maintenance and provision of spare/repair parts. (3,5,7,9,11)

**3.5 Software**

**3.5.1 Reuse**

The contractor shall maximize use of reusable software products. (3,5,7,11)

**3.5.2 Software Engineering Environment (SEE)**

The contractor shall establish, control, and maintain a SEE. The SEE is the facilities, hardware, software, firmware, procedures, and documentation needed to perform software development and software testing. Elements may include, but are not limited to, computer aided software engineering (CASE) tools, software development library, software development files, compilers, assemblers, linkers, loaders, operating systems, debuggers, simulators, emulators, documentation tools, database management systems, simulators, code analyzers, test case generators, and path analyzers. (3,5,7)

**3.5.3 Software Development**

The contractor shall develop, document, provide and implement a software development plan. (CDRL A011) The contractor shall design, develop, and integrate software that meets the requirements of the software performance specifications and ICDs (CDRL A024). [REDACTED]

[REDACTED]

[REDACTED] The contractor shall document the detailed design and requirements traceability for each software unit in a Software Requirements Specifications. (CDRL A009) (3,5,7)

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**3.5.4 Software Testing**

The contractor shall develop, document, and implement a software test plan for software testing. The contractor shall conduct unit and unit integration testing for all software units and shall document the specific test cases and related test procedures. The government may participate in all software testing. (CDRL A015 and A024)(3,5,7)

**3.5.5 Software Version**

The contractor shall document the exact version of each software release. The contractor shall include in the documentation the descriptions of the capabilities and limitations of each software version (CDRL A024), the patches and fixes from previous versions, and known software problems associated with each version. (CDRL A027)(3,5,7)

**3.5.6 Corrective Action**

The contractor shall implement a closed-loop corrective action system for resolving detected software product problems after Design reviews (DRs). The contractor shall document each detected software product and its solution. (3,5,7,9)

**3.5.6.1 Hardware and Software**

The contractor shall establish, conduct and document a closed loop software and hardware failure reporting, analysis and corrective action system for all failures occurring during system debugging, checkout, engineering tests and contractor maintenance. This system shall incorporate company or commercial best practices and shall be of sufficient detail to meet the program requirements. (5,11)

**3.5.7 Management Indicators**

The contractor shall collect, interpret, use, and report software management indicators. The contractor shall address software management indicators and corrective actions at the PRs. (3,5,7,9)

**3.6 Deleted****3.7 Interface Management and Integration**

The design shall be modular to the maximum extent possible and shall facilitate substitution of radars from a separate source. (CDRL A010)(3,5,7,9,11)

**3.8 Safety**

The contractor shall conduct system safety engineering and hazard tracking in support of all design, development, and test activities. A safety assessment report shall be prepared. (CDRL A012)(3,5,7,9,11)

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### 3.9 Modeling and Simulation

The contractor shall implement modeling and simulation IAW contract Attachment A5, entitled, "Simulation, Test and Evaluation Approach." (3,5,7)

#### 3.9.1 Engineering Modeling and Simulations

The contractor shall develop simulation tools that model system and subsystems performance to support system engineering, design, development, test and evaluation, [REDACTED]

[REDACTED] Simulation results shall be available for government review. The models and simulations shall include the capabilities and functions as represented in the performance specifications. These models and simulations shall be configured to operate both individually and collectively. (CDRL A013) (3,5,7,9)

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#### 3.9.2 System Integration Laboratory (SIL)

The contractor shall develop and maintain a SIL consisting of simulations, models, hardware and software. The SIL shall be used for integration of hardware and software. Actual JLENS hardware and software shall be integrated and tested at the SIL prior to shipment. (3,5,7,9)

### 3.10 Technical Reviews and Meetings

#### 3.10.1 Design Reviews (DRs)

Using the government approved path to DRs, the contractor shall conduct DRs that meet requirements for system preliminary design review and system critical design review at the contractor's facilities. For Spiral 2 - JPSS2 the contractor shall conduct a formal System PDR and CDR, in addition of PDRs and CDRs for all Prime Items, which have not previously completed a successful PDR and CDR. The Prime Items (PIs) for which PDRs and CDRs shall be conducted include the aerostat, mobile mooring station, surveillance radar, processing station, communications payload and fire control radar (software only). The System PDR and CDR may be sequential, and/or conducted jointly with Prime Items PDRs and CDRs, to include all system of system aspects associated with the PIs under review. If a sequential approach to system PDR or CDR is selected, the final sequential PDR or CDR shall include a summary of previous sequential reviews and address system design integration of all prime items. (CDRL A014)(3,5,7)

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**3.10.1.1 DR Entrance Criteria**

Minimum DR entrance requirements shall include contractor completed Specification Tree, System Analyses, requirements allocation, and hardware and software prime item specifications, hardware and software design, ICDs, trade studies, status of risk and risk mitigation efforts, test plans, test data; and any additional criteria agreed to at the Program Reviews. (3,5,7)

**3.10.1.2 DR Exit Criteria**

Minimum DR exit criteria shall include: government approved DR minutes, closed critical action items as agreed at the DR, establishment of a closed loop action tracking system, hardware drawings and specifications, software requirement specifications, and any additional criteria agreed to at the Program Reviews.(3,5,7)

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#### **4.0 RISK MITIGATION**

##### **4.1 General**

Risk mitigation is the demonstration by the contractor that technical, schedule, and cost risks of the JLENS system have been reduced to acceptable levels to justify entry into the next phase of the JLENS Program. The contractor shall implement the contract Attachment A6 entitled, "Risk Mitigation Approach." (3,5,7,9)

##### **4.2 Risk Mitigation Tasks**

The contractor shall provide the status of risk mitigation tasks. All changes to the Risk Mitigation Approach shall be submitted to the government for approval. Risk Mitigation shall be addressed at each PR. Risk Mitigation test reports shall be incorporated into the Design Notebook. (CDRL A008) (3,5,7,9)

#### **5.0 TEST AND EVALUATION**

##### **5.1 General**

The contractor shall develop and conduct a contractor Test and Evaluation (T&E) program and support government T&E programs. The contractor's T&E program shall demonstrate that the requirements contained in the performance specifications have been satisfied. The contractor shall maintain traceability from the Spiral 2 Fire Control Segment Performance Specification of the contractor generated prime item and lower level specifications when defining or developing required tests to meet the JLENS test objectives. The contractor shall allow government participation (on a non-interference basis) of contractor and subcontractor tests and demonstrations. The contractor shall implement Test and Evaluation IAW the contract Attachment A5 entitled, "Simulation, Test and Evaluation Approach". As a minimum, the contractor shall perform component and subsystem level testing, system ground tests, elevated tests and system tests. (3,5,7,9)

##### **5.2 Test Plans, Reports, and Reviews**

The contractor shall prepare and submit test plans for the system, each prime item, and critical items (CDRL A015). The system test plan shall be known as the Master Test Plan (MTP) and shall address the entire test program including performance and integration testing, and field exercises at the contract/subcontractor facilities and at government test sites. The contractor shall prepare and submit a test report for each test for which a test plan is prepared. The contractor shall conduct test readiness reviews (TRRs) prior to ground testing and system test/demonstrations. The government will be the approval authority for all TRRs. (CDRL A016, A017) (3,5,7,9)

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**5.3 Component and Subsystem Testing**

The contractor shall perform component, subsystem tests and integration testing that demonstrate the maturity of the component and subsystems to enter into Ground Testing. Testing shall be conducted IAW approved test plans (CDRL A015 and A026). (3,5,7)

**5.4 Ground Testing**

The contractor shall perform Ground Testing that demonstrates the maturity of the system to enter into System Test. Ground Testing is the system level demonstration, less air vehicle or with the air vehicle moored, of the functional capability and integration of the system at a land-based site. Testing shall be conducted IAW approved test plans. (CDRL A015 and A026)(3,5,7,9)

**5.5 System Tests/Demonstrations**

The contractor shall perform system tests/demonstrations that demonstrate all components of the JLENS system operate IAW the JPSS1 and JPSS2 [REDACTED] The contractor shall support the use of planned government events [REDACTED] where possible to demonstrate incremental and full system capability. System tests/demonstrations are system level tests/demonstrations of the technical capability and integration of the system at a land based site with and/or without the air vehicle deployed. [REDACTED]

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[REDACTED] Testing shall be conducted IAW approved test plans. (3,5,7,9)

**5.6 Government Test Support**

The contractor shall support the government in the conduct of JLENS government tests. The contractor shall be responsible for providing test articles (hardware and software) in the approved configuration and the integration/checkout of the system at the government designated test sites. All testing shall be preceded by test readiness reviews (TRRs). Government testing includes engineering tests and tests involving the use of soldier personnel. The contractor shall assist the government with planning, collection, reduction, analysis, and reporting of test data. These tests may be conducted concurrently with contractor tests. (3,5,7,9,11)

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**6.0 SPECIALTY ENGINEERING**

**6.1 Logistics**

The contractor shall develop and document a logistics support program for the JLENS system using Undated OSD Memorandum on Defense Acquisition (interim guidance following cancellation of DoD 5000.1 and DoDI 5000.2), AR 700-127, and MIL-PRF-49506 as guides. The contractor shall implement integrated logistics support IAW the contract Attachment A7 entitled, "Integrated Logistics Support Approach." (3,5,7,9)

**6.1.1 Integrated Support Plan (ISP)**

The contractor shall prepare an Integrated Support Plan (CDRL A018). The plan shall include a Maintenance Plan, Supply Support Plan, Equipment Plan, MANPRINT Management Plan, Transition Plan, and a Training Plan. The Transition Plan shall detail all efforts/actions required to transition from contractor to soldier operation and maintenance of the system. (3,5,7,9)

**6.1.2 Readiness**

The contractor shall provide reports during government tests and demonstrations, tests requiring government resources, and during exercises on the readiness of the system, mission performance, and significant events. The contractor shall notify the JLENS Project Office telephonically and/or by e-mail and comply with government instruction if the system is down or projected to be down during a test event or is involved in an incident or accident. (CDRL A017)(5, 11)

**6.1.3 Status Reporting**

The contractor shall establish an on-line database to document each operational event, maintenance and/or supply actions, training tasks, and action(s) taken as appropriate during government tests and demonstrations, test utilizing government resources, and during exercises. The contractor shall record data within 24 hours of the event. The contractor shall provide the government online access to this database. (5,11)

**6.1.4**

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(5,11)

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**6.1.5 Logistics Information Data Base**

The contractor shall establish and maintain a Logistics Management Information database to document requirements to support a tactical system and shall provide the government access to the data. The database shall be continually updated. (5, 11)

**6.1.6 Training**

The contractor shall develop, maintain, and submit a training plan as part of the ISP. The contractor shall develop and conduct a training program for government personnel that provide for proper operation and maintenance of the JLENS system. (5, 7, 9, 11)

**6.2 Product Assurance**

The contractor shall implement a quality system that meets the requirements of the applicable ISO 9000 series. The quality system procedures, planning, and all other documentation and data which comprise the quality system shall be documented by the contractor and made available for government review at contractor facilities. The contractor shall implement Product Assurance (PA) IAW the contract Attachment A8 entitled, "Product Assurance Approach". (3,5,7,9,11)

**6.3 Environmental Management**

The contractor shall comply with all applicable federal, state, and local laws, regulations, and guidelines. The contractor shall notify the contracting officer immediately upon failure to comply with any regulatory requirements. (CDRL A019 and A025)(3,5,7,9,11)

**6.4 Configuration Management**

The contractor shall implement and maintain configuration management control of all hardware, software, and interface control documentation using internal contractor procedures. The contractor shall develop and maintain a listing and status of all configuration management documentation. The contractor shall implement Configuration management IAW the contract Attachment A9, entitled, "Configuration Management Approach". (3,5,7,9,11)

**7.0 OPERATIONS SECURITY**

The contractor shall update, provide, and implement the OPSEC Plan. (CDRL A020). The contractor shall update the OPSEC Plan IAW specific instructions of the Contracting Officer/Contracting Officer Representative for Security and USASMDC Industrial OPSEC Guide, September 1991. The contractor shall adhere to the approved OPSEC Plan and the security requirements of the DD Form 254 of this contract. (3,5,7,9,11)

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**8.0 OPERATIONS AND SUSTAINMENT**

The contractor shall operate and provide total contractor logistic support of the JLENS system on [REDACTED]. The contractor shall be responsible for all aspects of operating, maintaining, repairing, site security and supporting the JLENS system 24/7 basis. [REDACTED]

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[REDACTED]

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Sec 130 (a)(b)

The contractor shall support government post fielding evaluation of the JLENS. The contractor shall implement software upgrades. The contractor shall implement these requirements in accordance with Attachment A10 entitled, "Operation and Sustainment Approach". The contractor shall report operation and sustainment activities. (CDRL A001)(11)

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CONTRACT DATA REQUIREMENTS LIST <i>(1 Data Item)</i>						Form Approved OMB No. 0704-0188					
The public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any aspect of this collection of information, including suggestions for reducing the burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302. Respondents should be aware that providing any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid control number. Please DO NOT RETURN your form to the above address. Send completed form to the Government Issuing Contracting Officer for the PR No. listed in Block 6.											
A. CONTRACT LINE ITEM NO. 4,6,8,10,12,14,16		B. EXHIBIT A		C. CATEGORY: TDP _____ TM _____ OTHER _____							
D. SYSTEM/ITEM JLENS			E. CONTRACT/PR NO. DASG60-98-C-0001		F. CONTRACTOR Raytheon						
1. DATA ITEM NO. A001	2. TITLE OF DATA ITEM Records of Meeting/Minutes Report				3. SUBTITLE						
4. AUTHORITY (Data Acquisition Document No.) DI-ADMN-81505			5. CONTRACT REFERENCE SOW Para. 2.3, 2.6.2		6. REQUIRING OFFICE SFAE-ASMD-JLN						
7. DD 250 RFO LT	9. DIST STATEMENT REQUIRED	10. FREQUENCY Blk 16		12. DATE OF FIRST SUBMISSION Blk 16		14. DISTRIBUTION					
8. APP CODE A		11. AS OF DATE		13. DATE OF SUBSEQUENT SUBMISSION Blk 16		a. ADDRESSEE					
16. REMARKS Develop and submit a detailed agenda 10 working days prior to the meeting date. The agenda will include the list of expected government, contractor, subcontractor, and IPT attendees.  PRs: Four program reviews per year shall be conducted [redacted] A read-ahead package to be delivered 5 working days prior to the PR. Specifically address, but not limited to, the following: For CLIN 0013 and CLIN 0005 [redacted]  Other Topics  PMR: Project Manager Reviews shall be conducted at the request of the government. The contractor will utilize video teleconference (VTC) to the maximum extent possible to conduct PMRs.  IPT: IPT presentation material, including minutes and action items, shall be submitted.  JTA-compliance TMS will be held at the request of the government. VTCs will be used to the maximum extent possible.  Submit data supporting government demonstrating compliance with the current JTA-A standards including: compliance matrix, compliance matrix rationale, and waivers where necessary.  Integrated Baseline Review (IBR) of restructured program shall be conducted 60 to 90 days after restructure modification signed by PCO.  Submit the minutes and list of attendees of each meeting within 5 working days after meeting completion. The minutes shall include action items (contractor and government), the person responsible, and required completion date. Contractor format acceptable. Approval: G10/C10  * Notify addressee at e-mail address in block 14 when deliverable is placed in [redacted] server. Letter of transmittal must be signed electronically.						b. COPIES		17. PRICE GROUP			
						Draft		Final		18. ESTIMATED TOTAL PRICE	
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G. PREPARED BY			H. DATE 17 Oct 03		I. APPROVED BY <i>000915</i>		J. DATE 17 Oct 03				

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**CONTRACT DATA REQUIREMENTS LIST**  
(1 Data Item)

Form Approved  
OMB No. 0704-0188

The public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any aspect of this collection of information, including suggestions for reducing the burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports (0704-0188), 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302. Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number. Please DO NOT RETURN your form to the above address. Send completed form to the Government Issuing Contracting Officer for the PR No. listed in Block E.

A. CONTRACT LINE ITEM NO. 4,6,8,10,12,14,16  
B. EXHIBIT A  
C. CATEGORY: TDP \_\_\_\_\_ IM \_\_\_\_\_ OTHER \_\_\_\_\_

D. SYSTEM/ITEM JLENS  
E. CONTRACT/PR NO. DASG60-98-C-0001  
F. CONTRACTOR Raytheon

1. DATA ITEM NO. A002  
2. TITLE OF DATA ITEM Integrated Master Schedule (IMS)  
3. SUBTITLE Master Integrated Program Schedule (MIPS)

4. AUTHORITY (Data Acquisition Document No.) DI-MISC-81183A  
5. CONTRACT REFERENCE SOW Para.2.4, 2.5  
6. REQUIRING OFFICE SFAB-ASMD-JLN

7. DD 250 REQ LT  
9. DIST STATEMENT REQUIRED  
10. FREQUENCY Bik 16  
12. DATE OF FIRST SUBMISSION 30 DAC MOD  
14. DISTRIBUTION  
a. ADDRESSEE  
b. COPIES  
Draft Final  
Reg Repr

8. APP CODE A  
11. AS OF DATE  
13. DATE OF SUBSEQUENT SUBMISSION Bik 16

16. REMARKS  
Submit MIPS 30 DAC change orders or all modification. The MIPS and CWBS shall be developed to the lowest level at which work is performed. Submit changes as required to maintain current.

Contractor format acceptable. Approval G15/C15

The MIPS and the individual IPT schedules, shall be in contractor format utilizing existing contractor IPT schedules. The MIPS and individual IPT schedules shall be furnished to the government monthly with the CPR/CSSR Report.

The MIPS shall be resourced to the lowest level at which work is performed.

ify addressee at e-mail address in block 14 when deliverable is placed in electronic server. Letter of transmittal must be signed electronically.

17. PRICE GROUP

18. ESTIMATED TOTAL PRICE

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G. PREPARED BY  
H. DATE 17 Oct 03  
I. APPROVED BY 000916  
J. DATE 17 Oct 03

CONTRACT DATA REQUIREMENTS LIST <i>(1 Data Item)</i>						Form Approved OMB No. 0704-0188																																																																																
The public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any aspect of this collection of information, including suggestions for reducing the burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports (0704-0188), 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302. Respondents should be aware that providing any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a unique identification number. Please DO NOT RETURN your form to the above address. Send completed form to the Government Issuing Contracting Office for the PR No. listed in Block F.																																																																																						
A. CONTRACT LINE ITEM NO. 4,6,8,14		B. EXHIBIT A		C. CATEGORY: TDP      TM      OTHER																																																																																		
D. SYSTEM/ITEM JLENS			E. CONTRACT/PR NO. DASG60-98-C-0001		F. CONTRACTOR Raytheon																																																																																	
1. DATA ITEM NO A003	2. TITLE OF DATA ITEM Contract Funds Status Report (CFSR)				3. SUBTITLE																																																																																	
4. AUTHORITY (Data Acquisition Document No.) DI-MGMT-81468			5. CONTRACT REFERENCE SOW Para 2.6.2		6. REQUIRING OFFICE SFAF-ASMD-JLN																																																																																	
7. DD 250 REQ LT	9. DIST STATEMENT REQUIRED Statement Required	10. FREQUENCY Monthly		12. DATE OF FIRST SUBMISSION Blk 16		14. DISTRIBUTION																																																																																
8. APP CODE A		11. AS OF DATE		13. DATE OF SUBSEQUENT SUBMISSION Blk 16		a. ADDRESS/FF																																																																																
16. REMARKS Submit concurrent with CPR/CSSR. Columns 2-10 of Blocks 12, 13, and 14 will be headed to show a 6-month "rolling window" followed by remaining projections by FY. "Rolling window" is defined as a projection for each of the next 6 months from the reported date. This will be followed by a projection for remaining months by FY. Reporting will be at Level 1.  * Notify addressee at e-mail address in block 14 when deliverable is placed in electronic server. Letter of transmittal must be signed electronically.						b. COPIES																																																																																
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CONTRACT DATA REQUIREMENTS LIST <i>(1 Data Item)</i>						Form Approved OMB No. 0704-0183	
The public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any aspect of this collection of information, including suggestions for reducing the burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports (0704-0183), 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302. Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid control number. Please DO NOT RETURN your form to the above address. Send completed form to the Government Issuing Contracting Office for the activity No. listed in Block E.							
A. CONTRACT LINE ITEM NO. 4,6,8		B. EXHIBIT A		C. CATEGORY: TDP    TM    OTHER			
D. SYSTEM/ITEM JLENS			E. CONTRACT/PR NO. DASG60-98-C-0001		F. CONTRACTOR Raytheon		
1. DATA ITEM NO. A004	2. TITLE OF DATA ITEM Cost Performance Report (CPR)				3. SUBTITLE		
4. AUTHORITY (Data Acquisition Document No.) DI ADMN-81466			5. CONTRACT REFERENCE SOW Para 2.6.2		6. REQUIRING OFFICE SFAE-ASMD-JLN		
7. DD 250 REQ LT	9. DIST STATEMENT REQUIRED Statement Required	10. FREQUENCY Monthly		12. DATE OF FIRST SUBMISSION Blk 16		14. DISTRIBUTION	
8. APP CODE N/A		11. AS OF DATE		13. DATE OF SUBSEQUENT SUBMISSION Blk 16		a. ADDRESSEE	
16. REMARKS Initial submission shall be 20 calendar days after the close of the first full accounting month after contract modification (reference paragraph 7.4). Subsequent submissions shall be 20 calendar days after the close of each accounting month throughout the period of performance. In accordance with paragraph 9.A.2, all CPRs shall be submitted in ANSI X12 electronic format and compatible with WINSIGHT.  Reference Paragraph 7.6.1 - To maintain necessary visibility the CPR will report via the WBS structure. Data will be reported at WBS level 5.  Reference paragraph 7.6.3 - At a minimum, variance analysis should be provided for the top 5 current and cumulative cost and schedule variances that are 0%.  Contractor shall also provide variance analysis for all WBS elements experiencing a +/-5% variance at completion. Additionally, in accordance with paragraph 10.2.6.3.2.3, the government may periodically select additional variance analyses after review of the CPR. The variance analysis shall include a detailed explanation of the problem, corrective action, and program impact. Contractor format is acceptable. Item 12: 20 calendar days after close of first full accounting month after contract award.  Lower level reporting shall be performed on an as required basis.  * Notify addressee at e-mail address in block 14 when deliverable is placed in electronic server. Letter of transmittal must be signed electronically.						b. COPIES	
						Draft	
15. TOTAL →							
G. PREPARED BY			H. DATE 17 Oct 03		I. APPROVED BY <i>000918</i>		J. DATE 17 Oct 03

17. PRICE GROUP
18. ESTIMATED TOTAL PRICE

(b)(6)

CONTRACT DATA REQUIREMENTS LIST <i>(1 Data Item)</i>						Form Approved OMB No. 0704-0188	
The public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any aspect of this collection of information, including suggestions for reducing the burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports (0704-0188), 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302. Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number. Please DO NOT RETURN your form to the above address. Send completed form to the Government Issuing Contracting Officer for the RPR No listed in Block E.							
A. CONTRACT LINE ITEM NO. 4, 6, 8, 12, 10, 14, 16		B. EXHIBIT A		C. CATEGORY: TDP _____ TM _____ OTHER _____			
D. SYSTEM/ITEM JLENS		E. CONTRACT/PR NO. DASG60-98-C-0001		F. CONTRACTOR Raytheon			
1. DATA ITEM NO. A005	2. TITLE OF DATA ITEM Life Cycle Cost (LCC) and Independent Schedule Assessment (ISA) Report			3. SUBTITLE Program Cost Estimate (PCE)			
4. AUTHORITY (Data Acquisition Document No.) DI-FNCL-80448			5. CONTRACT REFERENCE SOW Para 2.6.3		6. REQUIRING OFFICE SFAE-ASMD-JLN		
7. DD 250 REQ LT	9. DIST STATEMENT REQUIRED Statement Required	10. FREQUENCY As Required		12. DATE OF FIRST SUBMISSION Blk 16	14. DISTRIBUTION		
8. APP CODE N/A		11. AS OF DATE	13. DATE OF SUBSEQUENT SUBMISSION Blk 16	a. ADDRESSEE		b. COPIES	
						Draft	Final
						Reg	Repru
16. REMARKS							
<p>The contractor shall develop and maintain a current program cost estimate (PCE) on the total life cycle cost for the JLENS Spiral 2, accelerated program. The cost estimate will be based on and structured in accordance with the approved Contract Work Breakdown Structure (CWBS). Cost will be collected at the lowest level of the CWBS and maintained in a current database for reporting purposes. When the JLENS Project Office is not acting in a short suspense mode to higher headquarters, the contractor shall submit the PCE on the total program on an as required basis within 30 days of the request. However, in consideration of JLENS Project Office requirement to respond to higher headquarters in a short suspense environment, the contractor shall respond to telephone or email requests within the time frame identified by the requestor (often within a two-hour to day time frame).</p> <p>Contractor format acceptable.</p> <p>*The contractor shall notify the addressee at the email address in block 14 when the PCE information is placed in electronic server, unless it was identified as a short suspense item at the time of the request. For short suspense items, the contractor shall provide the information directly to the requester or their designee by telephone, email or fax within the time frame identified at the time of the request. Letter of transmittal must be signed electronically.</p>							
				15. TOTAL →			
G. PREPARED BY			H. DATE 17 Oct 03		I. APPROVED BY 000919		J. DATE 17 Oct 03

17 PRICE GROUP

18 ESTIMATED TOTAL PRICE

(b)(6)



CONTRACT DATA REQUIREMENTS LIST <i>(1 Data Item)</i>						Form Approved OMB No. 0704-0188		
The public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any aspect of this collection of information, including suggestions for reducing the burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports (0704-0188), 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302. Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid control number. Please DO NOT RETURN your form to the above address. Send completed form to the Government Issuing Contracting Officer for the JPB No listed in Block E.								
A. CONTRACT LINE ITEM NO. 4, 6, 8		B. EXHIBIT A		C. CATEGORY: IDP _____ TM _____ OTHER _____				
D. SYSTEM/ITEM JLENS			E. CONTRACT/PR NO. DASG60-98-C-0001		F. CONTRACTOR Raytheon			
1. DATA ITEM NO. A007	2. TITLE OF DATA ITEM Design Specification			3. SUBTITLE Specification Tree				
4. AUTHORITY (Data Acquisition Document No.) DI-MCCR-81344			5. CONTRACT REFERENCE SOW Para 3.2		6. REQUIRING OFFICE SFAE-ASMD-JLN			
7. DD 250 REQ LT	9. DIST STATEMENT REQUIRED Statement Required	10. FREQUENCY Blk 16		12. DATE OF FIRST SUBMISSION Blk 16		14. DISTRIBUTION		
8. APP CODE N/A		11. AS OF DATE	13. DATE OF SUBSEQUENT SUBMISSION Blk 16			a. ADDRESSEE		b. COPIES
						Draft	Final	
							Reg	Repro
15. REMARKS Submit Specification Tree 60 days prior to DR(s). Subsequent submissions as required. Approval: G30/C30. Contractor format acceptable. * Notify addressee at e-mail address in block 14 when deliverable is placed in electronic server. Letter of transmittal must be signed electronically.								
						15. TOTAL →		
G. PREPARED BY			H. DATE 17 Oct 03		I. APPROVED BY 000921		J. DATE 17 Oct 03	

17. PRICE GROUP
18. ESTIMATED TOTAL PRICE

(b)(6)

CONTRACT DATA REQUIREMENTS LIST <i>(1 Data Item)</i>						Form Approved OMB No. 0704-0188			
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A. CONTRACT LINE ITEM NO. 4, 6, 8, 14		B. EXHIBIT A		C. CATEGORY: TDP _____ TM _____ OTHER _____					
D. SYSTEM/ITEM JLENS		E. CONTRACT/PR NO. DASG60 98 C 0001		F. CONTRACTOR Raytheon					
1. DATA ITEM NO. A008	2. TITLE OF DATA ITEM System/Subsystem Design Description (SSDD)			3. SUBTITLE Design Notebook					
4. AUTHORITY (Data Acquisition Document No.) DI-IPSC-81432A		5. CONTRACT REFERENCE SOW Para 3 2, 3.3, 4.2		6. REQUIRING OFFICE SFAE-ASMD-JLN					
7. DD 250 REQ LT	9. DIST STATEMENT REQUIRED  Statement Required	10. FREQUENCY		12. DATE OF FIRST SUBMISSION 90 DAC MOD		14. DISTRIBUTION			
8. APP CODE N/A		11. AS OF DATE		13. DATE OF SUBSEQUENT SUBMISSION Blk 16		a. ADDRESSEE			
16. REMARKS Update submissions shall be at DR(s). The updates shall be submitted as change pages to the basic document.  The design notebook shall be based on material provided in the proposal. The notebook shall consist of two volumes. Volume I shall contain the key analyses and tradeoff studies conducted to support requirements allocation, design, and design tradeoffs. Volume II shall contain a description of the system architecture that is being developed and fabricated. The description shall be provided in terms of visual descriptions, performance estimates, and physical properties.  Contractor format acceptable.  * Notify addressee at e-mail address in block 14 when deliverable is placed in onic server. Letter of transmittal must be signed electronically.				b. COPIES		Draft		Final	
								Reg	
15. TOTAL									
G. PREPARED BY		H. DATE 17 Oct 03		I. APPROVED BY  000922		J. DATE 17 Oct 03			

17. PRICE GROUP
18. ESTIMATED TOTAL PRICE

(b)(6)

CONTRACT DATA REQUIREMENTS LIST <i>(1 Data Item)</i>					Form Approved OMB No. 0704-0188													
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A. CONTRACT LINE ITEM NO. 4, 6, 8, 14		B. EXHIBIT A		C. CATEGORY: TDP _____ TM _____ OTHER _____														
D. SYSTEM/ITEM JLENS			E. CONTRACT/PR NO. DASG60-98-C-0001		F. CONTRACTOR Raytheon													
1. DATA ITEM NO. A009	2. TITLE OF DATA ITEM Performance Specifications Documents			3. SUBTITLE Hardware/Software Specifications			17. PRICE GROUP											
4. AUTHORITY (Data Acquisition Document No.) DI-SDMP-81465A			5. CONTRACT REFERENCE SOW Para 3.2, 3.5.3		6. REQUIRING OFFICE SFAE-ASMD-JLN			18. ESTIMATED TOTAL PRICE										
7. DD 250 REQ LT	9. DIST STATEMENT REQUIRED Statement Required		10. FREQUENCY Bik 16	12. DATE OF FIRST SUBMISSION Bik 16		14. DISTRIBUTION												
8. APP CODE A			11. AS OF DATE	13. DATE OF SUBSEQUENT SUBMISSION Bik 16		<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th rowspan="2" style="width: 50%;">a. ADDRESSEE</th> <th colspan="3">b. COPIES</th> </tr> <tr> <th>Draft</th> <th>Final</th> <th></th> </tr> <tr> <td></td> <td></td> <td>Reg</td> <td>Repro</td> </tr> </table>		a. ADDRESSEE	b. COPIES			Draft	Final				Reg	Repro
a. ADDRESSEE	b. COPIES																	
	Draft	Final																
		Reg	Repro															
16. REMARKS Submit performance specifications 60 days prior to DR(s).  Subsequent submissions as required.  Approval: G30/C30.  * Notify addressee at e-mail address in block 14 when deliverable is placed in electronic server. Letter of transmittal must be signed electronically.																		
15. TOTAL →																		
G. PREPARED BY			H. DATE 17 Oct 03	I. APPROVED BY <i>000923</i>		J. DATE 17 Oct 03												

17. PRICE GROUP
18. ESTIMATED TOTAL PRICE

(b)(4)

CONTRACT DATA REQUIREMENTS LIST <i>(1 Data Item)</i>						Form Approved OMB No. 0704-0188		
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A. CONTRACT LINE ITEM NO. 4, 6, 8, 10, 12, 14, 16			B. EXHIBIT A		C. CATEGORY: TOP    TM    OTHER			
D. SYSTEM/ITEM JIENS			E. CONTRACT/PR NO. DASG60-98-C-0001		F. CONTRACTOR Raytheon			
1. DATA ITEM NO. A010	2. TITLE OF DATA ITEM Interface Control Drawing Documentation				3. SUBTITLE Interface Control Documents (ICD)			
4. AUTHORITY (Data Acquisition Document No.) DI-CMAN-81248			5. CONTRACT REFERENCE SOW Para 3.2, 3.7			6. REQUIRING OFFICE SFAE-ASMD-JLN		
7. DD 250 REQ LT	9. DIST STATEMENT REQUIRED Statement Required	10. FREQUENCY Blk 16		12. DATE OF FIRST SUBMISSION Blk 16		14. DISTRIBUTION		
8. APP CODE A		11. AS OF DATE		13. DATE OF SUBSEQUENT SUBMISSION As Required		a. ADDRESSEE	b. COPIES	
							Draft	Final
							Reg	Repro
16. REMARKS Submit the ICD 60 days prior to the DR(s).  Approval: G30/C30.  Contractor format acceptable.  * Notify addressee at e-mail address in block 14 when deliverable is placed in electronic server. Letter of transmittal must be signed electronically.								
						15. TOTAL →		
G. PREPARED BY			H. DATE 17 Oct 03		I. APPROVED BY 000924		J. DATE 17 Oct 03	

17. PRICE GROUP
18. ESTIMATED TOTAL PRICE

(b)(6)

CONTRACT DATA REQUIREMENTS LIST <i>(1 Data Item)</i>						Form Approved OMB No. 0704-0188	
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A. CONTRACT LINE ITEM NO. 4, 6, 8, 14		B. EXHIBIT A		C. CATEGORY: TDP _____ TM _____ OTHER _____			
D. SYSTEM/ITEM JLENS			E. CONTRACT/PR NO. DASG60-98-C-0001		F. CONTRACTOR Raytheon		
1. DATA ITEM NO. A011	2. TITLE OF DATA ITEM Software Development Plan		3. SUBTITLE				
4. AUTHORITY (Data Acquisition Document No.) DI-IPSC-81427A			5. CONTRACT REFERENCE SOW Para 3.5.3		6. REQUIRING OFFICE SFAE-ASMD-JLN		
7. OD 250 REQ LT	9. DIST STATEMENT REQUIRED Statement Required	10. FREQUENCY	12. DATE OF FIRST SUBMISSION 60 DAC MOD		14. DISTRIBUTION		
8. APP CODE A		11. AS OF DATE	13. DATE OF SUBSEQUENT SUBMISSION As Required		a. ADDRESSEE	b. COPIES	
						Draft	Final
						Reg	Repra
16. REMARKS Submission 60 days after restructure modification and 60 days prior to each DR(s). Subsequent submissions as required. Contents of software development plan shall be IAW DID.  Approval: G30/C30.  Contractor format acceptable.  * Notify addressee at e-mail address in block 14 when deliverable is placed in electronic server. Letter of transmittal must be signed electronically.						(b)(6)	
							15. TOTAL →
G. PREPARED BY			H. DATE 17 Oct 03		I. APPROVED BY <b>000925</b>		J. DATE 17 Oct 03

17. PRICE GROUP

18. ESTIMATED TOTAL PRICE

**CONTRACT DATA REQUIREMENTS LIST**  
(1 Data Item)

Form Approved  
OMB No. 0704-0188

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<b>A. CONTRACT LINE ITEM NO.</b> 4, 6, 8, 10, 12, 14, 16	<b>B. EXHIBIT</b> A	<b>C. CATEGORY:</b> TDP _____ TM _____ OTHER _____
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<b>D. SYSTEM/ITEM</b> JLENS	<b>E. CONTRACT/PR NO.</b> DASG60-98-C-0001	<b>F. CONTRACTOR</b> Raytheon
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<b>1. DATA ITEM NO.</b> A012	<b>2. TITLE OF DATA ITEM</b> Safety Assessment Report	<b>3. SUBTITLE</b> Safety Assessment Report
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<b>4. AUTHORITY (Data Acquisition Document No.)</b> DI-SAFT-80102B	<b>5. CONTRACT REFERENCE</b> SOW Para 3.8	<b>6. REQUIRING OFFICE</b> SFAE-ASMD-JLN
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<b>7. DD 250 REQ</b> LT	<b>9. DIST STATEMENT REQUIRED</b> Statement Required	<b>10. FREQUENCY</b> As Required	<b>12. DATE OF FIRST SUBMISSION</b> Blk 16	<b>14. DISTRIBUTION</b>		
<b>8. APP CODE</b> A		<b>11. AS OF DATE</b>	<b>13. DATE OF SUBSEQUENT SUBMISSION</b> Blk 16	<b>a. ADDRESSEE</b>	<b>b. COPIES</b>	
					Draft	Final
					Reg	Repro

**16. REMARKS**  
 The Safety Assessment Report shall be provided as follows: 30 days prior to DR (G15 Days/C15 Days) and 60 days prior to the start of testing (G30 Days/C30 Days).  
 Updated 60 days prior to testing of different configuration. G30 days/C30 days.  
 Final submittal at end of contract.  
 Contractor format acceptable.  
 \* Notify addressee at e-mail address in block 14 when deliverable is placed in electronic server. Letter of transmittal must be signed electronically.

<b>17. PRICE GROUP</b>
<b>18. ESTIMATED TOTAL PRICE</b>

(b)(6)

<b>G. PREPARED BY</b>	<b>H. DATE</b> 17 Oct 03	<b>I. APPROVED BY</b> <i>000926</i>	<b>J. DATE</b> 17 Oct 03
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**CONTRACT DATA REQUIREMENTS LIST**  
(1 Data Item)

Form Approved  
OMB No. 0704-0188

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A. CONTRACT LINE ITEM NO. 4, 6, 8, 10, 14      B. EXHIBIT A      C. CATEGORY: TDP      TM      OTHER

D. SYSTEM/ITEM JLENS      E. CONTRACT/PR NO. DASG60-98-C-0001      F. CONTRACTOR Raytheon

1. DATA ITEM NO. A013      2. TITLE OF DATA ITEM Scientific and Technical Summaries      3. SUBTITLE [Redacted] (b)(3)(A) (i)&Title 10 Sec 130 (a)(b)

4. AUTHORITY (Data Acquisition Document No.) DI-MISC-80048      5. CONTRACT REFERENCE SOW Para 3.9.1      6. REQUIRING OFFICE SFAB-ASMD-JLN

7. DD 250 REQ LT	9. DIST STATEMENT REQUIRED Statement Required	10. FREQUENCY As Required	12. DATE OF FIRST SUBMISSION Blk 16	14. DISTRIBUTION		
8. APP CODE N/A		11. AS OF DATE	13. DATE OF SUBSEQUENT SUBMISSION Blk 16	a. ADDRESSEE	b. COPIES	
					Draft	Final
					Reg	Repro

16. REMARKS  
 Engr M&S results shall be provided for review at DR(s).  
 \* Notify addressee at e-mail address in block 14 when deliverable is placed in electronic server. Letter of transmittal must be signed electronically.

15. TOTAL →

17. PRICE GROUP

18. ESTIMATED TOTAL PRICE

(b)(6)

G. PREPARED BY      H. DATE 17 Oct 03      I. APPROVED BY [Signature]      J. DATE 17 Oct 03



CONTRACT DATA REQUIREMENTS LIST <i>(1 Data Item)</i>						Form Approved OMB No 0704-0188	
The public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any aspect of this collection of information, including suggestions for reducing the burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports (0704-0188), 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302. Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid control number. Please DO NOT RETURN your form to the above address. Send completed form to the Government Issuing Contracting Officer for the IPR No. listed in Block E.							
A. CONTRACT LINE ITEM NO. 4, 6, 8, 10, 14		B. EXHIBIT A		C. CATEGORY: TDP _____ TM _____ OTHER _____			
D. SYSTEM/ITEM JLENS		E. CONTRACT/PR NO. DASG60-98-C-0001		F. CONTRACTOR Raytheon			
1. DATA ITEM NO. A016	2. TITLE OF DATA ITEM Test/Inspection Reports			3. SUBTITLE Demo and Test Reports			
4. AUTHORITY (Data Acquisition Document No.) DI-NDTI-80809B			5. CONTRACT REFERENCE SOW Para 5.2		6. REQUIRING OFFICE SFAE-ASMD-JLN		
7. DD 250 REQ LT	9. DIST STATEMENT REQUIRED Statement Required	10. FREQUENCY As Required	12. DATE OF FIRST SUBMISSION Blk 16		14. DISTRIBUTION		
8. APP CODE A		11. AS OF DATE	13. DATE OF SUBSEQUENT SUBMISSION Blk 16		a. ADDRESSEE	b. COPIES	
					Draft	Final	
						Reg	Repro
16. REMARKS Quick Look Reports due 48 hours after each test. Quick Look Reports not to exceed 3 pages.  Interim Test Reports due 30 days after test.  Final Report due 60 days after completion of contractor conducted testing.  Approval: G30/C30.  Contractor format acceptable.  * Notify addressee at e-mail address in block 14 when deliverable is placed in electronic server. Letter of transmittal must be signed electronically.							
					15 TOTAL →		
G. PREPARED BY			H. DATE 17 Oct 03	I. APPROVED BY <b>000929</b>		J. DATE 17 Oct 03	

17 PRICE GROUP
18 ESTIMATED TOTAL PRICE

(b)(4)



**CONTRACT DATA REQUIREMENTS LIST**  
(1 Data Item)

Form Approved  
OMB No 0704-0188

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<b>A. CONTRACT LINE ITEM NO.</b> 4, 6, 8, 10, 12, 14, 16	<b>B. EXHIBIT</b> A	<b>C. CATEGORY:</b> TOP    TM    OTHER	
<b>D. SYSTEM/ITEM</b> JLENS		<b>E. CONTRACT/PR NO.</b> DASG60-98-C-0001	<b>F. CONTRACTOR</b> Raytheon

<b>1. DATA ITEM NO.</b> A018	<b>2. TITLE OF DATA ITEM</b> Integrated Support Plan	<b>3. SUBTITLE</b>
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<b>4. AUTHORITY (Data Acquisition Document No.)</b> DI-ILSS-80395	<b>5. CONTRACT REFERENCE</b> SOW Para 6.1.1	<b>6. REQUIRING OFFICE</b> SFAE-ASMD-JLN
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<b>7. DD 250 REQ</b> LT	<b>9. DIST STATEMENT REQUIRED</b> Statement Required	<b>10. FREQUENCY</b>	<b>12. DATE OF FIRST SUBMISSION</b> 180DAC	<b>14. DISTRIBUTION</b>	
<b>8. APP CODE</b> A		<b>11. AS OF DATE</b>	<b>13. DATE OF SUBSEQUENT SUBMISSION</b> Bik 16	<b>a. ADDRESSEE</b>	<b>b. COPIES</b>
				Draft	Final
					Reg    Repr

**16. REMARKS**  
Subsequent submission as directed by the JLENS PO Logistic WIPT, but not more than quarterly.

The integrated support plan (ISP) and including logistics events schedules (PTIR and SR) shall include:

A. Maintenance plan for the JLENS system. [REDACTED]

B. Supply support plan for the JLENS system. [REDACTED]

Equipment plan for the JLENS system. [REDACTED]

D. MANPRINT management plan for the JLENS system. Include specific information concerning the analysis and handling of MANPRINT issues.

E. Training plan for the JLENS system.

F. Deployment plan for the JLENS system. Include specific information concerning resources required to deploy systems to include load plan.

Approval: G30/C30.

Contractor format acceptable.

\* Notify addressee at e-mail address in block 14 when deliverable is placed in electronic server. Letter of transmittal must be signed electronically.

**17. PRICE GROUP**

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**18. ESTIMATED TOTAL PRICE**

(b)(6)

(b)(3)(A)  
(i)&Title  
10 Sec 130  
(a)(b)

(b)(3)(A)  
(i)&Title  
10 Sec 130  
(a)(b)

<b>G. PREPARED BY</b>	<b>H. DATE</b> 17 Oct 03	<b>I. APPROVED BY</b> 000931	<b>J. DATE</b> 17 Oct 03
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CONTRACT DATA REQUIREMENTS LIST <i>(1 Data Item)</i>						Form Approved OMB No. 0704-0188	
The public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any aspect of this collection of information, including suggestions for reducing the burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports (0704-0188), 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302. Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number. Please DO NOT RETURN your form to the above address. Send completed form to the Government Issuing Contracting Office for the activity No. listed in Block E.							
A. CONTRACT LINE ITEM NO. 4, 6, 8, 10, 12, 14, 16		B. EXHIBIT A		C. CATEGORY: FDP _____ TM _____ OTHER _____			
D. SYSTEM/ITEM JLENS			E. CONTRACT/PR NO. DASG60-98-C-0001		F. CONTRACTOR Raytheon		
1. DATA ITEM NO. A019	2. TITLE OF DATA ITEM Hazardous Materials Management Program Plan				3. SUBTITLE		
4. AUTHORITY (Data Acquisition Document No.) DI-MGMT-81398			5. CONTRACT REFERENCE SOW Para 6.3		6. REQUIRING OFFICE SFAE-ASMD-JLN		
7. DD 250 REQ LT	9. DIST STATEMENT REQUIRED Statement Required	10. FREQUENCY As Req.	12. DATE OF FIRST SUBMISSION 60 DAC		14. DISTRIBUTION		
8. APP CODE A		11. AS OF DATE	13. DATE OF SUBSEQUENT SUBMISSION		a. ADDRESSEE	b. COPIES	
						Draft	Final
						Reg	Repro
16. REMARKS - The Contractor shall implement the Hazardous Materials Management Program (HMMP), IAW the Government-approved HMMP Plan and National Aerospace Standard (NAS) 411.  - The Contractor shall request approval to use substances identified in the EPA 17 - list (available at <a href="http://www.epa.gov/opptintr/3350/33finb1.htm">http://www.epa.gov/opptintr/3350/33finb1.htm</a> ) only if there is no other viable material.  - The Contractor shall not use any Class I Ozone Depleting Chemical/Ozone Depleting Substance (ODC/ODS) (identified at <a href="http://www.epa.gov/ozone/ods.html">http://www.epa.gov/ozone/ods.html</a> ) in the manufacture of items required by this SOW, unless a waiver is obtained from the Government.  The Contractor shall provide, electronically, and through the IPT process, immediate notification of any proposed hazardous material mitigation/elimination efforts that may adversely impact schedules and/or cost, or performance.  * Notify addressee at e-mail address in block 14 when deliverable is placed in electronic server. Letter of transmittal must be signed electronically.						(b)(6)	
							15. TOTAL
G. PREPARED BY			H. DATE 17 Oct 03		I. APPROVED BY 000932		J. DATE 17 Oct 03

17. PRICE GROUP

18. ESTIMATED TOTAL PRICE

CONTRACT DATA REQUIREMENTS LIST <i>(1 Data Item)</i>						Form Approved OMB No 0704-0188	
The public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any aspect of this collection of information, including suggestions for reducing the burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports (0704-0188), 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302. Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number. Please DO NOT RETURN your form to the above address. Send completed form to the Government Issuing Contracting Officer for the contract/PR No. listed in Block E.							
A. CONTRACT LINE ITEM NO. 4, 6, 8, 10, 12, 14, 16		B. EXHIBIT A		C. CATEGORY: TDP _____ TM _____ OTHER _____			
D. SYSTEM/ITEM JLENS			E. CONTRACT/PR NO. DASG60-98-C-0001		F. CONTRACTOR Raytheon		
1. DATA ITEM NO. A020	2. TITLE OF DATA ITEM Operations Security (OPSEC) Plan				3. SUBTITLE		
4. AUTHORITY (Data Acquisition Document No.) DI-MGMT 80934			5. CONTRACT REFERENCE SOW Para 7.0		6. REQUIRING OFFICE SFAE-ASMD-JLN		
7. DD 250 REQ LT	9. DIST STATEMENT REQUIRED Statement Required	10. FREQUENCY One/R	12. DATE OF FIRST SUBMISSION 30 DAC	14. DISTRIBUTION			
8. APP CODE A		11. AS OF DATE	13. DATE OF SUBSEQUENT SUBMISSION As Required	a. ADDRESSEE		b. COPIES	
16. REMARKS The previously approved OPSEC Plan submitted under the concept definition contract shall be revised to reflect the present program.  Maintain current to reflect major program changes.  Approval: G30/C30.  * Notify addressee at e-mail address in block 14 when deliverable is placed in electronic server. Letter of transmittal must be signed electronically.				[REDACTED]		Draft	
						Final	
						15. TOTAL	
G. PREPARED BY			H. DATE 17 Oct 03	I. APPROVED BY <b>000933</b>		J. DATE 17 Oct 03	

17. PRICE GROUP

18. ESTIMATED TOTAL PRICE

(b)(6)



CONTRACT DATA REQUIREMENTS LIST <i>(1 Data Item)</i>						Form Approved OMB No. 0704-0188												
The public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any aspect of this collection of information, including suggestions for reducing the burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports (0704-0188), 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302. Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number. Please DO NOT RETURN your form to the above address. Send completed form to the Government Issuing Contracting Office for the JPII No. listed in Block E.																		
A. CONTRACT LINE ITEM NO. 14,16		B. EXHIBIT		C. CATEGORY: TOP _____ TM _____ OTHER _____														
D. SYSTEM/ITEM JLENS			E. CONTRACT/PR NO. DASG60-98-C-0001		F. CONTRACTOR Raytheon													
1. DATA ITEM NO. A022	2. TITLE OF DATA ITEM Cost Schedule Status Report (C/SSR)			3. SUBTITLE														
4. AUTHORITY (Data Acquisition Document No.) DI-MGMT-81467			5. CONTRACT REFERENCE SOW Para 2.6.2		6. REQUIRING OFFICE SFAE-ASMD-JLN													
7. DD 250 REQ LT	9. DIST STATEMENT REQUIRED Statement Required		10. FREQUENCY Blk 16	12. DATE OF FIRST SUBMISSION Blk 16		14. DISTRIBUTION												
8. APP CODE A			11. AS OF DATE	13. DATE OF SUBSEQUENT SUBMISSION Blk 16		<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th rowspan="2">a. ADDRESSEE</th> <th colspan="3">b. COPIES</th> </tr> <tr> <th>Draft</th> <th colspan="2">Final</th> </tr> <tr> <td></td> <td></td> <th>Reg</th> <th>Repro</th> </tr> </table>		a. ADDRESSEE	b. COPIES			Draft	Final				Reg	Repro
a. ADDRESSEE	b. COPIES																	
	Draft	Final																
		Reg	Repro															
16. REMARKS																		
<p>Initial submission shall be 20 calendar days after the close of the first full accounting month after contract modification (reference para. 7.6). Subsequent submissions shall be 15 calendar days after the close of each accounting month throughout the period of performance.</p> <p>Reference para. 10.4.1 - to maintain necessary visibility data reported will be separated on teh C/SSR via the WBS structure. Data will be reported to critical item level. Lower level reporting may be required based upon risk and will be determined at the IBR.</p> <p>Reference Para. 7.7.1 - at a minimum variance analysis should be provided for +/- 10 current and cumulative cost and schedule variances that are +/- 10%. Contractor shall also provide variance analsis for all WBS elements experiencing a +/- 5% variance at completion. The variance analysis shall include a detailed explanation of the problem, corrective action, and program impact.</p> <p>Contractor format is acceptable.</p> <p>* Notify addressee at e-mail address in block 14 when deliverable is placed in electronic server. Letter of transmittal must be signed electronically.</p>						(b)(6)												
						15. TOTAL →												
G. PREPARED BY			H. DATE 17 Oct 03	I. APPROVED BY 000935		J. DATE 17 Oct 03												

17. PRICE GROUP
18. ESTIMATED TOTAL PRICE

CONTRACT DATA REQUIREMENTS LIST <i>(1 Data Item)</i>						Form Approved OMB No. 0704-0188	
The public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any part of this collection of information, including suggestions for reducing the burden, to Department of Defense, Washington Headquarters Services, Directorate for Operations and Reports (0701 0188), 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302. Respondents should be aware that sending any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid control number. Please DO NOT RETURN your form to the above address. Send completed form to the Government Issuing Contracting Officer for the CPH No. listed in Block E.							
A. CONTRACT LINE ITEM NO. 4,6,8,12,14,16		B. EXHIBIT		C. CATEGORY: TDP _____ TM _____ OTHER _____			
D. SYSTEM/ITEM JLENS			E. CONTRACT/PR NO. DASG60-98-C-0001		F. CONTRACTOR Raytheon		
1. DATA ITEM NO. A023	2. TITLE OF DATA ITEM Producibility Analysis Report				3. SUBTITLE		
4. AUTHORITY (Data Acquisition Document No.) DI-MGMT-80797			5. CONTRACT REFERENCE SOW Para. 3.2		6. REQUIRING OFFICE SFAB-ASMD JLN		
7. DD 250 REQ LT	9. DIST STATEMENT REQUIRED Statement Required	10. FREQUENCY Blk 16	12. DATE OF FIRST SUBMISSION 6 MAC		14. DISTRIBUTION		
8. APP CODE A		11. AS OF DATE	13. DATE OF SUBSEQUENT SUBMISSION Blk 16		a. ADDRESSEE		b. COPIES
16. REMARKS Updates shall be provided 30 days prior to all Program and Design Reviews or as the program dictates.  Approval: G30/C30  Contractor format acceptable.  * Notify addressee at e-mail address in block 14 when deliverable is placed in electronic server. Letter of transmittal must be signed electronically.					Draft		Final
							Reg
					15. TOTAL →		
G. PREPARED BY			H. DATE 17 Oct 03	I. APPROVED BY 000936		J. DATE 17 Oct 03	

17. PRICE GROUP
18. ESTIMATED TOTAL PRICE

(b)(6)

CONTRACT DATA REQUIREMENTS LIST <i>(1 Data Item)</i>						Form Approved OMB No. 0704-0188	
The public reporting burden for this collection of information is estimated to average 1.0 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any aspect of this collection of information, including suggestions for reducing the burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports (0704-0188), 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302. Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid control number. Please DO NOT RETURN your form to the above address. Send completed form to the Government Issuing Contracting Office for the IPR No. listed in Block E.							
A. CONTRACT LINE ITEM NO. 4,6,8		B. EXHIBIT A		C. CATEGORY: TDP    TM    OTHER			
D. SYSTEM/ITEM JLENS			E. CONTRACT/PR NO. DASG60-98-C-0001		F. CONTRACTOR Raytheon		
1. DATA ITEM NO. A024	2. TITLE OF DATA ITEM [REDACTED]			3. SUBTITLE [REDACTED]			(b)(3)(A) (i)&Title 10 Sec 130 (a)(b)
4. AUTHORITY (Data Acquisition Document No.) DI-IPSC-81436A			5. CONTRACT REFERENCE SOW Para. 3.5.3, 3.5.4, 3.5.5		6. REQUIRING OFFICE SFAE-ASMD-JLN		
7. DD 250 REQ LT	9. DIST STATEMENT REQUIRED Statement Required	10. FREQUENCY Bik 16	12. DATE OF FIRST SUBMISSION Bik 16	14. DISTRIBUTION			
8. APP CODE		11. AS OF DATE Bik 16	13. DATE OF SUBSEQUENT SUBMISSION Bik 16	a. ADDRESSEE [REDACTED]	Draft	b. COPIES Final Reg    Repr	
16. REMARKS The [REDACTED] and subsequent updates shall be provided 6 months prior to delivery of each delivery of tactical software. Contractor Format Acceptable. * Notify addressee at e-mail address in block 14 when deliverable is placed in electronic server. Letter of transmittal must be signed electronically.							
G. PREPARED BY				H. DATE 17 Oct 03		I. APPROVED BY 000937	J. DATE 17 Oct 03
15. TOTAL							

17. PRICE GROUP
18. ESTIMATED TOTAL PRICE

(b)(3)(A)  
(i)&Title  
10 Sec 130  
(a)(b)

CONTRACT DATA REQUIREMENTS LIST <i>(1 Data Item)</i>					Form Approved OMB No. 0704-0188				
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A. CONTRACT LINE ITEM NO. 4,6,8,10,12,14,16		B. EXHIBIT		C. CATEGORY: TDP _____ TM _____ OTHER _____					
D. SYSTEM/ITEM JLENS			E. CONTRACT/PR NO. DASG60-98-C-0001		F. CONTRACTOR Raytheon				
1. DATA ITEM NO. A025	2. TITLE OF DATA ITEM Hazardous Materials Management Program Report			3. SUBTITLE					
4. AUTHORITY (Data Acquisition Document No.) DI-MISC-81397			5. CONTRACT REFERENCE SOW Para 6.3		6. REQUIRING OFFICE SFAE-ASMD-JLN				
7. DD 250 REQ LT	9. DIST STATEMENT REQUIRED	10. FREQUENCY Annually		12. DATE OF FIRST SUBMISSION 6 MAC		14. DISTRIBUTION			
6. APP CODE A		11. AS OF DATE		13. DATE OF SUBSEQUENT SUBMISSION		a. ADDRESSEE			
						b. COPIES			
16. REMARKS - The Contractor shall prepare annual HMMP Progress Reports IAW DI-MISC-81397 to report substances listed in Emergency Planning and Community Right-to-Know Act (EPCRA) Section 313 "toxic chemicals" and EPCRA Section 302, "extremely hazardous substances" (available at <a href="http://www.epa.gov/ceppo/pubs/title3.pdf">http://www.epa.gov/ceppo/pubs/title3.pdf</a> ).  * Notify addressee at e-mail address in block 14 when deliverable is placed in electronic server. Letter of transmittal must be signed electronically.						Draft		Final	
								Reg	
						15. TOTAL →			
G. PREPARED BY			H. DATE 17 Oct 03		I. APPROVED BY 000938		J. DATE 17 Oct 03		

17. PRICE GROUP
18. ESTIMATED TOTAL PRICE

(b)(6)

CONTRACT DATA REQUIREMENTS LIST <i>(1 Data Item)</i>						Form Approved OMR No. 0704-0188			
The public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any aspect of this collection of information, including suggestions for reducing the burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports (0704-0188), 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302. Respondents should be aware that sending any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number. Please DO NOT RETURN your form to the above address. Send completed form to the Government Issuing Contracting Officer for the OPR No. listed in Block F.									
A. CONTRACT LINE ITEM NO. 4,6,8,14		B. EXHIBIT		C. CATEGORY: TDP    TM    OTHER					
D. SYSTEM/ITEM JLENS			E. CONTRACT/PR NO. DASG60-98-C-0001		F. CONTRACTOR Raytheon				
1. DATA ITEM NO. A026	2. TITLE OF DATA ITEM Computer Software Product End Items				3. SUBTITLE Tactical Software				
4. AUTHORITY (Data Acquisition Document No.) DI-MCCR-80700			5. CONTRACT REFERENCE SOW Para. 3.5.3, 3.5.4		6. REQUIRING OFFICE SFAE-ASMD-JLN				
7. DD 250 REQ LT	9. DIST STATEMENT REQUIRED Statement Required	10. FREQUENCY Blk 16	12. DATE OF FIRST SUBMISSION Blk 16	14. DISTRIBUTION					
8. APP CODE		11. AS OF DATE Blk 16	13. DATE OF SUBSEQUENT SUBMISSION Blk 16	a. ADDRESSEE		b. COPIES			
16. REMARKS  Content: Source-code-builds of tactical software shall be delivered 30 days prior to design review. All interim releases or software capability builds of the software shall be delivered upon release. Software deliveries shall include all associated documentations and shall be under an approved CM plan.  Media: The specific media on which software and documentaion shall be furnished (9 track, DVD, CD, magnetic tape, 8 mm tapes, floppy disks, and team drops).  * Notify addressee at e-mail address in block 14 when deliverable is placed in ionic server. Letter of transmittal must be signed electronically.				[REDACTED]		Draft		Final	
								Reg	Repro
				15. TOTAL →					
G. PREPARED BY			H. DATE 17 Oct 03	I. APPROVED BY 000939			J. DATE 17 Oct 03		

17. PRICE GROUP
18. ESTIMATED TOTAL PRICE

(b)(6)





**Joint Land Attack Cruise Missile Defense  
Elevated Netted Sensor System (JLENS)  
Performance Specification  
– Spiral 2 Fire Control System (U)**

29 October 2003

78 20 2003

000942

**JOINT LAND ATTACK CRUISE MISSILE DEFENSE  
ELEVATED NETTED SENSOR SYSTEM**

**SPECIAL INSTRUCTIONS FOR PREPARATION OF THE PROPOSAL FOR  
CLIN 0005  
CONTRACT DASG60-98-C-0001  
ACCELERATED CRUISE MISSILE DEFENSE**

**A. INTRODUCTION:**

1. The Program Executive Office, Air, Space and Missile Defense (PEO, ASMD) Joint Land Attack Cruise Missile Defense Elevated Netted Sensor System (JLENS) Project Office plans to restructure the current JLENS contract, Number DASG60-98-C-0001, Contract Line Item Numbers (CLINs) 0003 and 0005 into CLIN 0005 to procure two complete JLENS System Development and Demonstration (SDD) systems, less the Surveillance Radar, pursuant to Statement of Work, SW-JLENS 16-97 Revision 6, dated 21 Oct 03, and Joint Land Attack Cruise Missile Defense Elevated Netted Sensor System (JLENS) performance Specification – Spiral 2 Fire Control System, dated 29 Oct 03. Proposal Instructions is for revised CLIN 0005 only. Acquisition of the Surveillance Radar will be via a follow-on acquisition.

2. The JLENS program is utilizing a system of systems approach whereas each JLENS SDD system consists of one elevated fire control system and one wide-area surveillance system capable

the capability of operating independently and autonomously and/or together as a JLENS system.

(b)(3)(A)  
(i)&Title  
10 Sec 130  
(a)(b)

**B. OVERVIEW:**

1. The contractor shall propose the costs for prime items and Surveillance Radar risk reduction in this change order. The prime items are as follows:

(b)(3)(A)  
(i)&Title 10  
Sec 130 (a)(b)

- a. fire control radars
- b. processing stations
- c. aerostats platforms inclusive of the tethers and mobile mooring stations of identical design
- d. communication payloads

(b)(3)(A)  
(i)&Title  
10 Sec 130  
(a)(b)

2. The proposal shall also include effort for the following.

a. Trained personnel, equipment, supplies, tools, materials, helium, payload, on-site security, and associated equipment and services required to operate and maintain the systems. The contractor shall provide qualified Flight Directors for tests/demonstrations and normal flight operations. Support to tests/demonstrations/normal flight operations include the relocation and shipment of the hardware and support equipment to the

600943

exercise site, operations and maintenance of the System and system during the tests/demonstrations/normal flight operations.

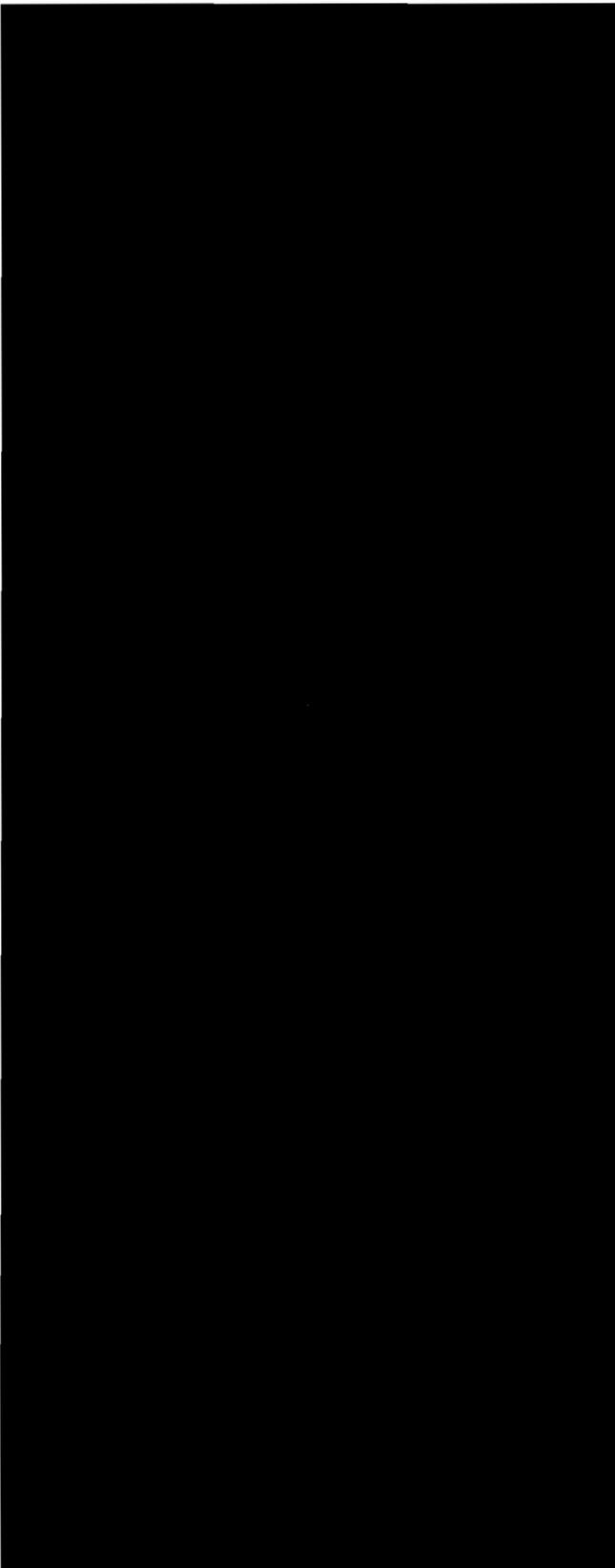
b. The Contractor shall make maximum use of the items in the Government inventory to test, to be components of, to operate, and to maintain the system. The government plans to provide the contractor access to the government supply system IAW AR 725-50. The contractor should make maximum use of the government maintenance and supply system, if it is advantageous to the government, to order spares/repair parts for the repair and maintenance of common items. The GFP list for CLIN 0005 is provided with the change order.

c. The contractor shall, as part of the proposal, identify all equipment (vehicles, generators, forklifts, converters, test equipment, cranes, helium trailers, etc.) required to operate and maintain the systems. The contractor shall provide items if not already in the government inventory.

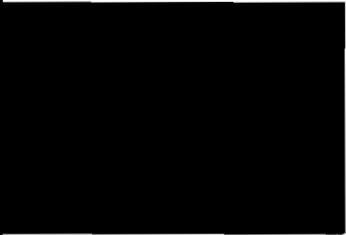
d. The contractor shall, as part of the proposal, provide a list of these items that includes item nomenclature, item description, model number, justification of need, frequency of use, date required, and procurement cost of each item.

e. PEO ASMD requests the contractor develop a CWBS in accordance with the WBS depicted in Figure 2.2.7-1.

000944



(b)(3)(A)  
(i)&Title  
10 Sec 130  
(a)(b)



(b)(3)(A)  
(i)&Title  
10 Sec 130  
(a)(b)



(b)(3)(A)  
(i)&Title  
10 Sec 130 (a)(b)

000945

f. The modification resulting from this change order is anticipated to be the same cost reimbursement plus incentive fee arrangement as is currently in the contract. The revised contract milestones are listed below with a performance end date of 31 July 2010.

CLIN 0005

Logistics Planning Document	First Quarter FY 04	
Tether Test	Second Quarter FY 04	
Draft Master Test Plan	Third Quarter FY 04	
SuR Risk Reduction IPR	Fourth Quarter FY 04	
PTIR Build 1 SRS Released	Fourth Quarter FY 04	
System Requirements Review (SRR)	First Quarter FY 05	
[REDACTED]	First Quarter FY 05	(b)(3)(A)
Surveillance Radar (SuR) Risk Reduction Test	Third Quarter FY 05	(i)&Title
System Functional Review	Fourth Quarter FY 05	10 Sec 130
Master Test Plan	Fourth Quarter FY 05	(a)(b)
Platform PDR (Part 1 System PDR)	First Quarter FY 06	
Platform CDR	Third Quarter FY 06	
System ICD	Fourth Quarter FY 06	
Processing Station & CP PDR (Part 2 System PDR)	First Quarter FY07	
Mil O & S PDR	<del>First Quarter FY07</del> FEB	
System Integration Laboratory (SIL) Functional Verification Test (FVT)	Second Quarter FY 07	
[REDACTED]	Third Quarter FY 07	(b)(3)(A)
Processing Station & CP CDR	Fourth Quarter FY07	(i)&Title
System CDR	First Quarter FY 08	10 Sec 130
PTIR #1 FVT Complete	First Quarter FY 08	(a)(b)
[REDACTED]	Second Quarter FY 08	
[REDACTED]	Fourth Quarter FY 08	
[REDACTED]	First Quarter FY 09	
Deliver Orbit (SDD #1) to Government	First Quarter FY 09	
Orbit FVT Test (SDD #2) Complete	Second Quarter FY 09	
Deliver Orbit (SDD #2) to Government	Second Quarter FY 09	
Production Readiness Review	Second Quarter FY09	
Contractor Final Test Report	Second Quarter FY 09	
[REDACTED]		(b)(3)(A)
[REDACTED]	Third Quarter FY 09	(i)&Title 10
Log Demo	Third-Quarter FY 09	Sec 130 (a)(b)
JTA-A Certification Complete	First Quarter FY 10	
<u>CLIN 0007, Not Exercised/Informational Only.</u>		
SuR PDR	First Quarter FY 06	
SuR CDR	First Quarter FY 07	
[REDACTED]	Fourth Quarter FY 08	(b)(3)(A)
		(i)&Title 10
		Sec 130 (a)(b)

000946

**C. SUBMISSION OF PROPOSALS:** In addition to copies required in paragraph below entitled "General", your response to this change order shall be submitted one (1) copy of the cost and technical proposals, and Representations, Certifications, and Other Statements of Contractors, to both your cognizant DCAA Auditor and Administrative Contracting Officer.

**D. GENERAL:**

1. The address for proposal submission is as follows:

U.S. Army Space and Missile Defense Command



(b)(6)

Huntsville, Alabama 35805-1990

2. For purposes of this request for proposal (RFP), a page is defined as one side of standard 8 1/2" x 11" paper, 12-pitch or equivalent, proportional spacing permissible, "newspaper copy type" style (two column) permissible, one inch margin all sides, single spaced. Any charts or graphs, 8-pitch or equivalent is permissible, must be clearly legible. Foldouts are permissible; however, each 8 1/2 x 11 fold will count as a page. All pages shall be numbered. Print both sides of paper (head to head). Proposal volumes and appendices are to have soft covers (i.e., card stock), be spiral or comb bound, be sized to stand on edge in a standard Government security safe drawer (maximum 10.25" high and 16" wide) and allow the drawer to close without requiring the document to lay down. Confine discussion of material contained in each appendix to the subject of the appendix.

3. In each proposal volume, a single cross-reference table to the statement of work (SOW) is required.



the cost data shall be in [redacted] If files contain links, the links must be intact and maintained through all revisions. One of your disk copies for your Cost Volume may be write-protected. The remaining copies shall not be read/write/password protected. The diskettes containing cost data shall contain all formulas used in building up your proposal.

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Volume	Title	Number of:	
		Hard Copies	Compact Disks
Volume I	General	3	2
Volume II	Technical Appendix A - Submission of Approaches	5	3
Volume II	Cost	5	3

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## **E. VOLUME DESCRIPTIONS**

1. **VOLUME I - GENERAL:** The general volume will consist of the actual proposal as set forth above to enter into a contract to perform the desired work. It shall also consist of the following: acknowledgment, team responsibility, assumptions and ground rules contained in the proposal, representations, certifications, acknowledgments, identification of technical data and computer software that the contractor intends to provide with limited rights or restricted rights, exceptions, and deviations. Provide any other General Information that may be beneficial in evaluation of your proposal.

### **2. VOLUME II - TECHNICAL PROPOSAL:**

a. The technical proposal shall contain a description of the contractor's approach to complete all the requirements of the SOW. Number paragraphs according to the pertinent paragraph in the SOW section to reference the SOW paragraph. It is unacceptable to send proposals containing statements of compliance only (e.g., "will comply"). The technical proposal shall include a description of resources; positions by labor mix; and facilities, equipment, and services (to include government-furnished facilities, equipment and services) to be used in accomplishing the requirements of the statement of work.

b. The proposal shall not merely offer to perform work in accordance with the SOW, but shall describe how to perform the actual work proposed as specifically and concisely as possible. Repeating the SOW without sufficient elaboration is unacceptable. Address all portions of the SOW as specifically and concisely as possible. The proposal shall address: the nature of the requirements as understood by the contractor, identification of critical areas of the requirements, proposed methods of accomplishing overall requirements, and proposed methods of accomplishing critical areas.

c. The technical volume shall include a description of resources (including personnel, equipment, material, software, and subcontractors) proposed for utilization in accomplishing the requirements of the SOW. The description of the equipment shall include make and model. The description of the software shall include the make and version. Contractors may also include any other information deemed pertinent to evaluation of such resources.

d. The Technical Proposal shall be prepared as a Master Integrated Program Schedule (MIPS) and address all the requirements of the SOW, including explicit and implicit plans and tests. It shall be prepared and separated by tabs to cross-reference the applicable section/paragraph of the SOW. The technical proposal shall be formatted in a manner that will allow (1) its incorporation into the contract and (2) its practical application following contract award. The contractor has the flexibility to structure the technical proposal in a manner that satisfies both proposal and post-award application (e.g., appendices, attachments, annexes).

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e. The contractor shall develop an event driven MIPS that describes the technical program, management process and schedules necessary to implement the SOW. Events, criteria, planned accomplishments, etc. shall be shown such that all aspects of performance (operational and support), design and development, fabrication, assembly, integration, testing, quality, and logistics are addressed and oriented towards program objectives. The MIPS shall provide the Government and the contractor a living management document for execution of the program as well as an assessment of progress toward and completion of each activity and milestone. The MIPS shall provide insight into the total work effort (SOW tasking) and address the contractor's approach to develop, implement, and commit to the necessary program and integrated management structure to achieve all program goals. The MIPS shall be organized to track/map to the SOW, CWBS and the government Accelerated CMD schedule. The MIPS shall establish activities and events that must be successfully completed to provide a logical and orderly development process for the Risk Mitigation and Design efforts. The MIPS shall identify planned accomplishments/criteria for each activity/event to ensure a logical, orderly development process is maintained. In the MIPS, the critical path shall be identified; the sensitivity of this path to significant activities/events and associate development/integration/risk mitigation tasks shall be identified; it shall be keyed to the major program milestones. Both a top level MIPS and a detailed version shall be provided.

e. The MIPS shall provide a comprehensive discussion of the contractor's identification of critical issues, alternatives and methodologies for issue resolution, including candidate technologies and requirements implementation.

f. The discussion shall include implementation of approaches to resolve issues in support of the SOW shall be included. The technical proposal shall include a description of resources, facilities, equipment, and services (to include appropriate references to those in the contractor's requested government furnished list) to be used in accomplishing the requirements of the SOW and the need-by date for each of these items. The contractor shall identify all models and simulations, how they will be used to mitigate program risks and the verification and validation process for each model and simulation proposed on this program.

g. The contractor shall describe the integration of the various program and engineering disciplines for the JLENS program by clearly describing the roles, responsibilities, and tasks of each functional area. The summary will provide an overview of the contractor's organization (includes key personnel, major subcontractors, responsibilities, lines of authority, flow of information, etc.) and general approach to support the solicitation requirements. Pertinent aspects of the proposed approach including teaming approaches, if any, subcontracting, and relevant expertise on similar programs should be identified. Particular proposal advantages or unique approaches should also be highlighted. The contractor shall fully describe the integrated management control system established for: scheduling, budgeting, and accumulating cost; assessing earned value; identifying cost and schedule problems; performing estimates at completion; and providing timely detailed performance status to management and the Government.

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h. The contractor shall include a description with charts of the proposed organization to include key technical and management personnel of the contractor's organization and proposed subcontractor(s) organization(s), and associated resumes. Key personnel are the Project Manager, Deputies, Chief of each functional element or the support staff, and other significant personnel. Access to senior corporate technical specialists, such as Chief Scientist, Quality, Safety, shall also be shown. Authority relationships and duties shall be established for the project organization with an indication of level of control of project and company resources. The degree of participation of key personnel and roles of the subcontractor's key personnel shall also be indicated.

i. The contractor shall extend the Program Work Breakdown Structure (PWBS) contained in this change order to the level of detail necessary to accomplish the contract Scope of Work. The PWBS and guidance for its extension to the Contractor Work Breakdown Structure (CWBS) are contained in the SOW Attachment 3.

j. Proposal containing statements of compliance only are not acceptable (e.g., "will comply"). The technical proposal shall contain a qualification of technical performance parameters and sufficient rationale to allow for evaluation of program approaches.

k. The contractor shall develop a crosswalk between the government performance specification and the proposal. If special conditions are required to meet a requirement(s) [REDACTED] these shall be called out in a separate table or document along with the special condition (i.e., [REDACTED]). [REDACTED] The contractor shall provide a complete Requirements Verification Matrix as described in Section 4 of the government performance specification.

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l. The proposal shall include within each Basis of Estimate (BOE) or in another format a complete breakout by fiscal year of the number of hours proposed and correlated to specific implicit or explicit tasks to be performed under that BOE per year. Any proposal statement that only lists the total period of performance for a given BOE with the total number of hours per discipline and a generic list of tasks to be accomplished is not acceptable. All Level of Effort (LOE) tasks shall be kept to a minimum and disclosed in a separate table.

m. The contractor shall provide, with the proposal, a description of the Master Test Plan required in SOW at paragraph 5.2. The description shall include a preliminary list of all tests planned and identify the tests for which the contractor will submit test plans and reports per CDRL A015.

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**3. APPENDIX A to Volume II: SUBMISSION OF APPROACHES:** The contractor shall re-submitted all approaches as a requirement of CLIN 0005. The requirements and the respective relationship to the SOW are set forth elsewhere in this Special Instructions. All approaches shall describe how the approach is applicable to CLIN 0005 and will also be traceable from the effort described in the approach for each segment.

**a. Program Management Approach:** The contractor shall submit a Program Management (PM) Approach to describe how PM will be implemented in accordance with the requirements of CLIN 0005. Include as minimum: detailed schedules, milestones and achievement criteria for each requirement; detailed descriptions of procedures that will be used to satisfy the requirements; a program schedule that includes detailed milestones and events; and detailed schedules, milestones and achievement criteria for interrelationship of PM to support other requirements.

**b. CAIV Approach:** The contractor shall submit a Cost as an Independent Variable (CAIV) Approach to describe how CAIV management will be implemented in accordance with the requirements of CLIN 0005. The CAIV approach shall described the strategy for setting and managing aggressive but realistic cost objectives for the JLENS System. Include as minimum: detailed schedules, milestones and achievement criteria for each requirement; detailed descriptions of procedures that will be used to satisfy the requirements; a program schedule that includes detailed milestones and events; and detailed schedules, milestones and achievement criteria for interrelationship of CAIV to support other requirements.

**c. Systems Engineering Approach:** The contractor shall submit a System Engineering (SE) Approach to describe how SE will be implemented in accordance with the requirements of CLIN 0005. Include as a minimum: detailed schedules, milestones and achievement criteria for each requirement; detailed descriptions of procedures that will be used to satisfy the requirements; proposed for of the design notebook, proposed SE analyses including trade studies, proposed function block diagrams for the system; proposed developmental tests; proposed software management indicators; description of the software engineering environment; a list of required interface control documents (ICD); a matrix which cross-correlates each requirement in paragraph 3.0 of the performance specification with the unique requirement verification procedure of paragraph 4.0 (including Table 4.1.1) of the system performance specification; and interrelationships of SE to support other requirements. The WBS should be a product based structure. For software management, the contractor shall provide an estimate of the total System Line of Code (SLOC) and a breakdown of the SLOC allocation for the PTIR; [REDACTED]

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[REDACTED]  
[REDACTED] For each Computer Software Configuration Item (CSCI), a breakdown of the SLOC shall be included for each area listed in the previous sentence. The design shall be indexed to the requirements in the performance specification and shall be traceable to the applicable WBS level.

**d. Risk Assessment, Mitigation and Management Approach:** The contractor shall submit an overall Risk Mitigation Approach to describe how Risk Mitigation and Management will be implemented in accordance with the requirements of CLIN 0005. Discussions of each

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risk area, along with risk mitigation schedule and plans shall be included. The contractor shall submit an assessment of both the schedule and technical risk for the system and each prime item. Discussions of each risk area; along with risk mitigation schedule and plans shall be included. For schedule risk, the contractor shall submit data showing how schedule risk will be mitigated in integrating all components (hardware and software) of the aerostat system. The contractor shall provide detailed event driven schedules and milestones for the integration with associated schedule risk analysis. For technical risk, the contractor shall document in detail the use of existing technologies or commonality with other systems. All claims shall be supported by data (test, simulation, analysis) and the sources of all leveraged technology shall be stated. All data shall be capable of being validated. Risk definitions of high, medium, and low shall not be used. Rather, submit a specific definition of the risk area, with the appropriate data that shows specifically how the risk will be mitigated. Any hardware reuse from other programs shall address whether the components will be used without change or modified. All modifications to hardware components shall be explained in detail and shall address risk. Any software reuse from other programs shall address whether the software will be used without change or modified and shall address risk. All modifications to software components shall be explained in detail and shall address risk. Any new software components shall also be explained in detail and shall address risk.

**e. Simulation, Test, and Evaluation Approach:** The contractor shall submit a Simulation, Test, and Evaluation (STE) Approach to describe how STE will be implemented in accordance with the requirements of CLIN 0005. Include as a minimum: detailed schedules, milestones and achievement criteria for each requirement; detailed descriptions of procedures that will be used to verify and validate APS requirements; test matrix and justification for any proposed changes, entrance and exit criteria for CPDR and CDDR, required GFE and facilities by test and location including target requirements; [REDACTED] method for aerodynamic test and analysis; safety fan; process for qualification test for components, subsystem through system level; how the STE approach will minimize the changes to hardware and software between test phases; for interrelationship of STE to support other requirements.

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**f. Integrated Logistics Support Approach:** The contractor shall submit an Integrated Logistic Support (ILS) Approach to describe how ILS will be implemented in accordance with the requirements of CLIN 0005. Include as a minimum: detailed schedules, milestones and achievement criteria for each requirement as detailed in the Integrated Support Plan and associate sub-plans; detailed descriptions of procedures that will be used to satisfy the requirements; a program schedule that includes detailed milestones and events; and detailed schedules, milestones, personnel, hardware/software requirements and achievement criteria for interrelationship of ILS to support other requirements.

**g. Product Assurance Approach:** The contractor shall submit a Product Assurance (PA) Approach to describe how PA will be implemented in accordance with the requirements of CLIN 0005. Include as a minimum: detailed schedules, milestones and achievement criteria for each requirement; detailed descriptions of procedures that will be used to satisfy the requirements; a program schedule that includes detailed milestones and events; and detailed schedules, milestones and achievement criteria for interrelationship of PA to support other requirements

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**h. Configuration Management Approach:** The contractor shall submit a Configuration Management (CM) Approach to describe how CM will be implemented in accordance with the requirements of CLIN 0005. Include as a minimum: detailed schedules, milestones and achievement criteria for each requirement; detailed descriptions of procedures that will be used to satisfy the requirements; a program schedule that includes detailed milestones and events; and detailed schedules, milestones and achievement criteria for interrelationship of CM to support other requirements.

**4. Appendix B: The contractor shall submit the updated MIPS (excluding resourced) with the proposal package. The resourced MIPS will be provided at the IBR.**

**5. VOLUME III - COST:**

**INSTRUCTIONS FOR SUBMISSION OF A CONTRACT PRICING PROPOSAL WHEN COST OR PRICING DATA ARE REQUIRED:** Cost proposals shall be submitted in accordance with FAR 15.408(l) and with 15.403-5. In submitting its proposal, the contractor grants the Contracting Officer or an authorized representative the right to examine, at any time before award, prime and major subcontractor, books, records, documents, or other directly pertinent records to verify any request for an exception under this provision, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the contractor's determination of the prices to be offered in the catalog or marketplace. In addition, provide the following:

a. For pricing purposes, the start date of the effort is the date the change order is issued. Include the proposed contract type and period of performance. The cost volume shall provide cost data in response to the SOW, Specification, and change order modification. The cost volume shall consist of the proposed costs for the JLENS Cruise Missile Defense (CMD) Accelerated Program. Provide any other General Information that may be beneficial in evaluation of your proposal.

b. Provide the following information on the first page of your pricing proposal:

- (1) Name, address, voice telephone number, fax number, and e-mail address of cognizant Defense Contract Audit Agency;
- (2) Type of contract (that is, FFP, FPI, CPFF, CPFF Level of Effort, etc.);
- (3) Proposed cost; profit or fee dollars, cost of money dollars, and total for overall contract;
- (4) Place(s) and period(s) of performance;

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- (5) Whether your organization is operating under an accounting system that has been approved for cost type contracts. Whether you organization is subject to cost accounting standards; whether your organization has submitted a CASB Disclosure Statement, and if it has been determined adequate; whether you have been notified that you are or may be in noncompliance with your Disclosure Statement or CAS, and, if yes, an explanation; whether any aspect of this proposal is inconsistent with your disclosed practices or applicable CAS, and, if so, an explanation; and whether the proposal is consistent with your established estimating and accounting principles and procedures and FAR Part 31, Cost Principles, and, if not, an explanation;
- (6) A listing by Line Item Number of each line item's applicable cost, fee, COM, and total dollars;
- (7) Date of submission; and
- (8) Name, title and signature of authorized representative.

c. The cost volume shall include the proposed costs for the JLENS CMD Accelerated Program, CLIN 0005, of the JLENS contract. The cost proposal shall include costs for two complete Precision Track and Illumination Radar (PTIR) systems

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- (1) The cost proposal shall be consistent with the cost, schedule, and technical requirements provided with the change order. The cost proposal shall in accordance with the Contract Work Breakdown Structure (CWBS) provided.
- (2) The cost proposal shall be supported by cost and pricing data. Costs proposed shall be provided:
  - (a) in total by both government fiscal year and contractor rate year that summarizes to the grand total amounts shown.
  - (b) by cost element by both government fiscal year and contractor rate year
  - (c) by cost element by WBS Level 2 by government fiscal year
  - (d) by government fiscal year to WBS Level 1, 2, 3, 4, and 5
- (3) A DD1861, Contract Facilities Capital Cost of Money, shall be provided by both government fiscal year and contractor rate year.
- (4) A matrix of subcontractor proposed and contractor evaluated subcontract costs by both government fiscal year and contractor rate year.

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(5) A consolidated priced Bill of Material shall be provided in descending high dollar format in total by WBS to include description, quantity, price, etc.

(6) A matrix of costs by WBS by government fiscal year by Product IPTs / Cross Product IPTs.  
**The contractor shall provide the test cost and the integrated logistics support cost into separate individual sections.**

(7) A matrix of travel costs by WBS by both government fiscal year shall be provided showing locations, number of trips, number of personnel traveling, car rental, etc.

(8) A consolidated priced list of the GFE/GFP/GFS required of the contractor by the government with a description, cost, quantity, lead time, date required by contractor for items to be provided, availability, etc.

(9) FAR 15.806 requires the prime contractor to submit as part of their cost and pricing data the results of subcontract review and evaluations. For this proposal, the contractor shall obtain assist audits from the DCAA on all subcontract proposals that exceed \$1,000,000. These audit reports and the contractor's cost and technical analyses of these subcontractor proposals shall be furnished to the government NLT forty-five days after the proposal is submitted.

(10) Since subcontractor technical evaluations will be conducted by the government, copies of the subcontractor's cost proposals shall be delivered with the submittal of the contractor's proposal (or furnished directly to the government by the subcontractor for those subcontractor's that do not wish to disclose their rates and factors and rate structure to the prime contractor) in the same level of detail as that required for the contractor's proposal.

d. Section IV: Provide a grand total roll-up summary by cost element breakdown by CFY.

000955



Note to contractor: Provide in the following chart ALL rates, (Direct, Indirect and Other Direct Cost rates) which are included in your proposal. Insure that DCAA has a complete "full-up" copy of your proposal. Also insure that DCAA has the backup to all proposed rates.

*(Referencing other pages in the proposal as a substitute for completing the Chart is UNACCEPTABLE!)*

<u>Category</u>	Base* in Proposal to Which <u>Rate is Applied</u>	<u>Proposed</u> <u>Rate</u>	<u>Contractor</u> <u>Fiscal Year</u>
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(Note to contractor: Include full description to enable DCAA to identify category referenced)

\* Examples of Bases: For Direct Labor the base might be hours; for Overhead the base might be Direct Labor Dollars; For Fee the base might be Labor plus Overhead plus Other Direct Cost.

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Type of System	Applicability to this contract	If applicable, Date of Approval, Point of Contact and POC phone number
Accounting System		
Cost Accounting Standards Disclosure Statement		
Purchasing System		
Estimating System		
Material Management Accounting System		

000958

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			1. CONTRACT ID CODE V	PAGE OF PAGES 1   3
2. INT/MODIFICATION NO. 287	3. EFFECTIVE DATE 29-Jan-2004	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO (if applicable)	
6. ISSUED BY [REDACTED] US ARMY CRACE / DEFENSE OFFENSE COMMAND FORT BRAGG HUNTSVILLE AL 35897-3801	CODE W9113M	7. ADMINISTERED BY (if other than item 6) DCM TYNGSBORO PO BOX 606 TYNGSBORO MA 01479	CODE NONE	(b)(6)
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) RAYTECH COMPANY 130 HARTWELL ROAD BEDFORD MA 01730-0000			9A. AMENDMENT OF SOLICITATION NO	
			9B. DATED (SEE ITEM 11)	
			X 10A. MOD OF CONTRACT/ORDER NO DASG80-98-C-0007	
			X 10B. DATED (SEE ITEM 13) 20-Aug-1998	
CODE 04164	FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended. <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided such telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.				
2. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule				
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14				
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.				
B. ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).				
C. SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Mutual Agreement and FAR 52.232-22, Limitation of Funds				
D. OTHER (Specify type of modification and authority)				
IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.				
4. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible) The purpose of this modification is to provide incremental funding in the amount of \$146,000 for performance of CLIN 0005 and \$4,912,000 for performance of CLIN 0013, and correct B-9, Incentive Fee For CLINs 0003/0004 and B-14, Incentive Fee For CLINs 0013/0014.  All other terms and conditions remain unchanged and in full force and effect.  Due to a Standard Procurement System defect, the date in block 10B of the SF30 may be inaccurate. That date should be 30 Jan 98				
except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect				
5A. NAME AND TITLE OF SIGNER (Type or print) [REDACTED] (b)(6)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) [REDACTED] (b)(6)	
15B. CONTRACT/ORDER NUMBER [REDACTED] (b)(6)			16B. DATE SIGNED [REDACTED] (b)(6)	
15C. DATE SIGNED 29 Jan 2004			16C. DATE SIGNED 29 Jan 04	
15D. PERSON AUTHORIZED TO SIGN [REDACTED]			16D. [REDACTED]	

(b)(6)

(b)(6)

(b)(6)

000959



SECTION SF 30 BLOCK 14 CONTINUATION PAGE

The following items are applicable to this modification:

SECTION A - SOLICITATION/CONTRACT FORM

MODIFICATION

WHEREAS, pursuant to the contract clause, "Limitation of Funds," the government elects to add an increment of funds to CLINs 0005/0006 and add an increment of funds to CLINs 0013/0014, and

WHEREAS, FAR 52.216-10, Incentive Fee, contains an error in the agreed to underrun language,

NOW, THEREFORE, the contract is hereby changed as described below.

1. SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS, is modified as follows:

a. Paragraph B-9, Incentive Fee For CLINs 0003/0004, is modified to correct the written language shown in FAR 52.216-10, Incentive Fee to read as follows:

Paragraph (e)(1) is stated as follows:

"(e) Fee Payable. (1) The fee payable under this contract shall be the target fee increased by [REDACTED] for every dollar that the total allowable cost is less than the target cost or decreased by [REDACTED] for every dollar that the total allowable cost exceeds the target cost. In no event shall the fee be greater than [REDACTED] or less than [REDACTED] the target cost."

(b)(4)

b. Paragraph B-14, Incentive Fee For CLINs 0013/0014, is modified to correct the written language shown in FAR 52.216-10, Incentive Fee to read as follows:

Paragraph (e)(1) is stated as follows:

"(e) Fee Payable. (1) The fee payable under this contract shall be the target fee increased by [REDACTED] for every dollar that the total allowable cost is less than the target cost or decreased by [REDACTED] for every dollar that the total allowable cost exceeds the target cost. In no event shall the fee be greater than [REDACTED] or less than [REDACTED] the target cost."

(b)(4)

2. SECTION G - CONTRACT ADMINISTRATION DATA, is modified as follows:

a. Paragraph G-5, Accounting and Appropriation Data (CLINs 0005 and 0006), is modified to add the following:

ACRN: BB  
CUMULATIVE AMOUNT: \$146,000  
ACCT CLASS: 974 0400 1202 184 JT01 606051 65126J 600008 59233 25700  
PRON: NMIPR049207063  
ORDER NO: NMIPR049207063 FUNDED AMT: \$146,000 (P00087)

b. Paragraph G-5, Accounting and Appropriation Data (CLINs 0013 and 0014), is modified to add the following:

ACRN: AZ  
CUMULATIVE AMOUNT: \$18,912,000  
ACCT CLASS: 214 2040 5Q 5Q17 P172419E55 255Y ER4D730100 S01021  
ER4D730100/44KJLE/4K0000  
ORDER NO: ER4D730100-02 FUNDED AMT: \$4,912,000 (P00087)

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c. Paragraph G-6, Implementation of and Explanation of the Relationship of the Limitation of funds (LOF) Clause to Fee Obligations (CLINs 0013 and 0014) is modified as follows:

CLINs 0013 and 0014:

	PRIOR	THIS MODIFICATION	CUMULATIVE TOTAL
(1) Amount Required for Full Funding, Including Fee(s):	\$ 41,047,110	-0-	\$ 41,047,110
(2) Amount Allotted under the LOF Clause for Payment of Target Costs:	[REDACTED]		
(3) Amount Separately Obligated for Payment for Target Fee:	[REDACTED]		
(4) Total Amount Allotted and Obligated:	\$ 25,366,000	\$ 4,912,000	\$ 30,278,000
(5) Net Amount Required for Full Funding:	\$ 15,681,110	(\$ 4,912,000)	\$ 10,769,110
(6) Estimated Period of Performance the Allotted Amount will cover:	31 May 04		30 Sep 04

(b)(4)

3. SECTION I – CONTRACT CLAUSES: FAR 52.216-24, LIMITATION OF GOVERNMENT LIABILITY (APR 1984) is changed to read as follows:

(a) In performing CLIN 0005/0006 of this contract, the Contractor is not authorized to make expenditures or incur obligations exceeding \$14,146,000 dollars.

(b) The maximum amount for which the Government shall be liable for CLIN 0005/0006 if this contract is terminated is \$14,146,000 dollars.

4. The following page substitutions are hereby incorporated into the contract:

DELETE	ADD
Page 5, Modification P00034	Page 5, Modification P00087
Page 7A, Modification P00084	Page 7A, Modification P00087
Page 13Bi, Modification P00085	Page 13Bi, Modification P00087
Page 13D, Modification P00085	Page 13D, Modification P00087
Page 15, Modification P00085	Page 15, Modification P00087
Page 21, Modification P00085	Page 21, Modification P00087
Page 22, Modification P00085	Page 22, Modification P00087

000961

[redacted] government/contractor) for the total allowable cost of CLINs 0001 and 0002 until the allowable cost equals \$437,946. Notwithstanding any other provision of the contract, the Government will reimburse the contractor 100% of the allowable cost of performance under CLINs 0001 and 0002 until the allowable cost equals \$437,946, at which point the contractor shall continue performance of the effort required by CLINs 0001 and 0002 at a share ratio of 0/100 (government/contractor) until completion or until the contractor's share equals \$100,000 which ever occurs first. All costs in excess of the amount when the contractor's share equals [redacted]

(b)(4)

**B-9. INCENTIVE FEE FOR CLINs 0003/0004:**

SEGMENT 1B DESIGN: In accordance with General Provisions FAR 52.216-7, entitled "Allowable Cost and Payments", and FAR 52.216-10, entitled "Incentive Fee", the total amount for reimbursement of cost and fee for performance under CLINs 0003 and 0004 is set forth below:

Target Cost	[redacted]
Target Fee	[redacted]
Incentive Arrangement:	Maximum Fee - [redacted]
	Minimum Fee - [redacted]

(b)(4)

(Share Ratio: government/contractor)

Underrun: [redacted] for the amount by which the total allowable cost is less than the target Cost until maximum fee is attained.

(b)(4)

Overrun: [redacted] for the amount by which the total allowable cost exceeds the target cost Until minimum fee is attained.

**FAR 52.216-10 INCENTIVE FEE**

Paragraph (e)(1) is stated as follows:

"(e) Fee Payable. (1) The fee payable under this contract shall be the target fee increased by [redacted] for every dollar that the total allowable cost is less than the target cost or decreased by [redacted] for every dollar that the total allowable cost exceeds the target cost. In no event shall the fee be greater than [redacted] or less than [redacted] the target cost."

(b)(4)

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Overrun: [REDACTED] for the amount by which the total allowable cost exceeds the target cost until minimum fee is attained. (b)(4)

FAR 52.216-10 INCENTIVE FEE

Paragraph (e)(1) is stated as follows:

(e) Fee payable. (1) The fee payable under this contract shall be the target fee increased by [REDACTED] cents for every dollar that the total allowable cost is less than the target cost or decreased by [REDACTED] cents for every dollar that the total allowable cost exceeds the target cost. In no event shall the fee be greater than [REDACTED] or less than [REDACTED] the target cost. (b)(4)

B-15. ESTIMATED COST, FIXED FEE, AND TOTAL AMOUNT FOR CLINs 0015/0016:

a. SUBCLIN 0015AA:

- (1) The estimated cost, exclusive of fixed fee for SUBCLIN 0015AA, is [REDACTED] (b)(4)
- (2) The fixed fee for SUBCLIN 0015AA is [REDACTED]
- (3) The total amount for SUBCLIN 0015AA is \$8,323,376.

b. SUBCLIN 0015AB:

- (1) The estimated cost, exclusive of fixed fee for SUBCLIN 0015AB, is [REDACTED] (b)(4)
- (2) The fixed fee for SUBCLIN 0015AB [REDACTED]
- (3) The total amount for SUBCLIN 0015AB is \$250,378.

B-16. LEVEL OF EFFORT (Applicable to CLINs 0015/0016):

a. SUBCLIN 0015AA:

(1) In the performance of this contract, the contractor shall provide direct productive person hours (DPPH) level of effort by labor category, as set forth below, within the time period as set forth in Section F hereof:

LABOR CATEGORY

DIRECT PRODUCTIVE  
PERSON HOURS  
LEVEL OF EFFORT

Engineering and Support

[REDACTED] (b)(4)

(2) DPPH are defined as prime contractor, consultant, and subcontractor actual direct labor hours exclusive of vacation, holiday, sick leave, and other absences.

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RAYTHEON COMPANY

MODIFICATION P00087 TO  
CONTRACT DASG60-98-C-0001  
PAGE 13Bi OF 49 PAGES  
PREVIOUS: MOD P00085

ACRN: AT  
CUMULATIVE AMOUNT: \$8,960,000  
ACCT CLASS: 213 2040 5Q 5Q17 P172419E55 255Y ER3D730200 S01021  
ER3D730200/34KJLE/4K0000  
ORDER NO: ER3D730200-01 FUNDED AMT: \$1,500,000 (P00070)  
ER3D730200-02 FUNDED AMT: \$1,500,000 (P00071)  
ER3D730200-03 FUNDED AMT: \$1,500,000 (P00074)  
ER3D730200-04 FUNDED AMT: \$1,500,000 (P00077)  
ER3D730200-05 FUNDED AMT: \$2,960,000 (P00079)

ACRN: AW  
CUMULATIVE AMOUNT: \$100,000  
ACCT CLASS: 973 0400 1202 183 JT01 606051 65126J 59241 525700  
NMIPR039207  
ORDER NO: NMIPR039207 FUNDED AMT: \$100,000 (P00079)

ACRN: AY  
CUMULATIVE AMOUNT: \$3,000,000  
ACCT CLASS: 214 2040 5Q 5Q17 P172419E55 255Y ER4D730000 S01021  
ER4D730000/44KJLE/4K0000  
ORDER NO: ER4D730000-01 FUNDED AMT: \$3,000,000 (P00085)

ACRN: BA  
CUMULATIVE AMOUNT: \$14,000,000  
ACCT CLASS: 214 2040 5Q 5Q17 P172419E55 255Y ER4D731500 S01021  
ER4D731500/44KJLE/4K0000  
ORDER NO: ER4D731500-01 FUNDED AMT: \$14,000,000 (P00086)

ACRN: BB  
CUMULATIVE AMOUNT: \$146,000  
ACCT CLASS: 974 0400 1202 184 JT01 606051 65126J 600008 59233 525700  
PRON: NMIPR049207063  
ORDER NO: NMIPR049207063 FUNDED AMT: \$146,000 (P00087)

CLIN 0009

(a) SUBCLIN 0009AA

ACRN: AJ  
CUMULATIVE AMOUNT: \$200,000  
ACCT CLASS: 5703600 290 4750 674478 28060F 503000 F78100  
REF: NACXXX00680104  
ORDER NO/PRON: NACXXX00680104-01 FUNDED AMT: \$200,000 (P00043)

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RAYTHEON COMPANY

MODIFICATION P00087 TO  
CONTRACT DASG60-98-C-0001  
PAGE 13D OF 49 PAGES  
PREVIOUS: MOD P00085

CLIN 0013

ACRN: AU  
CUMULATIVE AMOUNT: \$7,970,000  
ACCT CLASS: 213 2040 5Q 5Q17 P172419E55 255Y ER3D730000 S01021  
ER3D730000/34KJLE/4K0000  
ORDER NO: ER3D730000-01 FUNDED AMT: \$ 775,000 (P00073)  
ER3D730000-02 FUNDED AMT: \$4,000,000 (P00073)  
ER3D730000-03 FUNDED AMT: \$1,000,000 (P00077)  
ER3D730000-04 FUNDED AMT: \$2,195,000 (P00078)

ACRN: AX  
CUMULATIVE AMOUNT: \$3,396,000  
ACCT CLASS: 213 2040 5Q 5Q17 P172419E55 255Y ER3D740000 S01021  
ER3D740000/34KJLF/4K0000  
ORDER NO: ER3D740000-01 FUNDED AMT: \$3,396,000 (P00080)

ACRN: AZ  
CUMULATIVE AMOUNT: \$18,912,000  
ACCT CLASS: 214 2040 5Q 5Q17 P172419E55 255Y ER4D730100 S01021  
ER4D730100/44KJLE/4K0000  
ORDER NO: ER4D730100-01 FUNDED AMT: \$14,000,000 (P00085)  
ER4D730100-02 FUNDED AMT: \$ 4,912,000 (P00087)

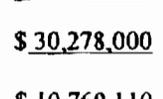
000965

d. CLINs 0011 and 0012:

(1) Amount Required for Full Funding, Including Fee(s):	\$ <u>41,558,000*</u>
(2) Amount Allotted Under the LOF Clause for Payment of Costs:	\$ _____ -0-
(3) Amount Separately Obligated for Payment of Fee:	\$ _____ -0-
(4) Total Amount Allotted and Obligated:	\$ _____ -0-
(5) Net Amount Required for Full Funding:	\$ <u>41,558,000*</u>
(6) Estimated Period of Performance the Allotted Amount Will Cover:	

\*NOT-TO-EXCEED (NTE)

g. CLINs 0013 and 0014:

(1) Amount Required for Full Funding, Including Fee(s):	\$ <u>41,047,110</u>
(2) Amount Allotted Under the LOF Clause for Payment of Costs:	
(3) Amount Separately Obligated for Payment of Target Fee:	
(4) Total Amount Allotted and Obligated:	\$ <u>30,278,000</u>
(5) Net Amount Required for Full Funding:	\$ <u>10,769,110</u>
(6) Estimated Period of Performance the Allotted Amount Will Cover:	30 Sep 04

(b)(4)

h. CLINs 0015 and 0016:

SUBCLIN 00015AA:

(1) Amount Required for Full Funding, Including Fee(s):	\$ <u>8,323,376</u>
(2) Amount Allotted Under the LOF Clause for Payment of Costs:	\$ _____ -0-
(3) Amount Separately Obligated for Payment of Fee:	\$ _____ -0-
(4) Total Amount Allotted and Obligated:	\$ _____ -0-
(5) Net Amount Required for Full Funding:	\$ <u>8,323,376</u>
(6) Estimated Period of Performance the Allotted Amount Will Cover:	

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**II-8. GOVERNMENT-FURNISHED FUELS PROVIDED**

Fuels as identified below will be provided through [redacted] in accordance with the clause of this contract entitled Government Property (Cost-Reimbursement, Time and Material, or Labor-Hour Contracts). From time to time the contractor may order with the supplier for partial deliveries of fuel. To assist the Contracting Officer in maintaining accountability of total orders, the contractor shall notify the Contracting Officer when fuels ordered exceed 85 percent of the amount specified below. This is requested for each fuels type listed. The contractor will be financially responsible for orders for fuels in excess of the amount stipulated below:

(b)(3)(A)  
(i)&Title  
10 Sec  
130 (a)(b)

NOMENCLATURE	NATIONAL STOCK NO. (NSN)	UNIT OF ISSUE	QUANTITY AUTHORIZED AS GFP
--------------	--------------------------	---------------	----------------------------

**H-9. DESIGN SENSITIVITY TO COST (COST AS AN INDEPENDENT VARIABLE):** The contractor may propose changes to the proposed design conforming to cost as an independent variable (CAIV). Those changes which do not alter the Aerostat Performance Specification (APS) may be implemented by the contractor 10 working days after notice of intent specifying the changes is provided to the government. Changes which alter the APS by reducing the requirements may only be undertaken without an equitable reduction in the estimated cost and schedule of the contract if the contractor demonstrates 1) a comparable gain in other performance requirements, 2) such changes are acceptable to the government, and 3) the change does not alter the overall estimated cost of the program. In no event, however, shall the contractor propose to reduce or alter the requirements of paragraph A.2 of Appendix A of the APS.

**H-10. INCREMENTAL FUNDING OF THE CONTRACT:**

a. It is expected that allotments within each fiscal year will be made on an incremental basis in accordance with the LIMITATION OF FUNDS clause.

b. Pursuant to the Limitation of Funds clause, the sum of [redacted] is presently allotted to CLIN 0001 and available for payment to cover the work to be performed hereunder until 30 Sep 99. The amount of [redacted] obligated for Potential Fee for a total amount of \$440,100 for CLIN 0001.

(b)(4)

c. Pursuant to the LIMITATION OF FUNDS clause, the sum of [redacted] is presently allotted to CLIN 0003 and available for payment to cover the work to be performed hereunder until 31 Dec 03. The amount of [redacted] obligated for Potential Fee (if applicable), for a total amount of \$98,713,422 for CLIN 0003.

(b)(4)

Pursuant to the LIMITATION OF FUNDS clause, the sum of [redacted] is presently allotted to CLIN 0013 and available for payment to cover the work to be performed hereunder until 30 Sep 04. The amount of [redacted] obligated for Potential Fee (if applicable), for a total amount of \$30,278,000 for CLIN 0013.

(b)(4)

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It is anticipated that funds will be allotted and obligated (combined amounts for Cost and Potential Fee) as follows:

	<u>PLANNED DATE OF FUNDING</u>	<u>AMOUNT</u>	<u>CUMULATIVE</u>
		(In Millions)	
CLIN 0001	Current Obligations (Jun 99)		\$440,100
CLIN 0003	Current Obligations (Oct 99)		\$31,431,222
	FY 00	16.0000	
	FY 01	17.5000	
	FY 02	20.0650	
	FY 03	20.0650	
	FY 04	20.0650	
	FY 05	20.040254	
CLIN 0005 (OPTION I)	TBD	TBD	
CLIN 0007 (OPTION II)	TBD	TBD	
CLIN 0009 (OPTION III)	TBD	TBD	
CLIN 0011 (OPTION IV)	TBD	TBD	
CLIN 0013	Current Obligations (Jan 04)		\$30,278,000
	FY 05	\$10,769,110	
CLIN 0015	TBD	TBD	

c. The Government may unilaterally change planned allotments. Such changes in planned allotments will not in and of themselves entitle the contractor to an equitable adjustment under this contract. However, any equitable adjustment which is required will be settled in accordance with the CHANGES clause of the contract. If the contractor incurs costs at a pace which exceeds the foregoing allotment schedule then the contractor shall not be entitled to an increase in the potential award fee unless and to the extent that the accelerated spending is caused by a change to the contract independently changing the work.

d. Nothing herein shall be interpreted as creating an obligation in advance of an appropriation or allotment.

e. At any time the contractor determines that the next planned allotment or any succeeding allotment will not be sufficient, the contractor shall notify the Contracting Officer in writing. In accordance with the LIMITATION OF FUNDS clause, this notice is required 30 days prior to the end of the then current funding period. (This notice is in addition to the notice required by paragraph (c) of the LIMITATION OF FUNDS clause.)

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<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			1. CONTRACT ID CODE V	PAGE OF PAGES 1   3
2. AMENDMENT/MODIFICATION NO P00088	3. EFFECTIVE DATE 10-Feb-2004	4. REQUISITION/PURCHASE REQ. NO		5. PROJECT NO. (If applicable)
6. ISSUING OFFICE CODE W9113M [REDACTED] MISSILE DEFENSE COMMAND [REDACTED] HUNTSVILLE AL 35897-3801	7. ADMINISTERED BY (If other than item 6) DCM TYNGSBORO PO BOX 888 TYNGSBORO MA 01879		CODE NONE	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) RAYTHEON COMPANY 180 HARTWELL ROAD BEDFORD MA 01730 0000			9A. AMENDMENT OF SOLICITATION NO.	
ODE 04164			9B. DATED (SEE ITEM 11)	
FACILITY CODE			X 10A. MOD. OF CONTRACT/ORDER NO DASG60-98-C-0001	
			X 10B. DATED (SEE ITEM 13) 20-Aug-1998	
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.				
ACCOUNTING AND APPROPRIATION DATA (If required)				
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.				
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A				
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).				
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF <b>Master Agreement</b>				
R (Specify type of modification and authority)				
IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.				
DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) The purpose of this modification is to change the narrative description of CLIN 0005 contained in Modification P00086. Other terms and conditions remain unchanged and in full force and effect. Due to a Standard Procurement System defect, the date in block 10B of the SF30 may be inaccurate. That date should be 30 Jan 98.				
As provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.				
NAME AND TITLE OF SIGNER (Type or print) [REDACTED] (b)(6)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) [REDACTED] (b)(6)	
DATE SIGNED 2/10/04			DATE SIGNED 2/11/04	

APPROVED BY OIRM 11-84

30-105-04

STANDARD FORM 30 (Rev. 10-83)  
Prescribed by GSA  
FAR (48 CFR) 53.243

000969

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

The following items are applicable to this modification:

SECTION A - SOLICITATION/CONTRACT FORM  
MODIFICATION

1. Change Order Modification P00086, paragraph 1, SECTION B- SUPPLIES OR SERVICES AND PRICES/COSTS: Paragraph B-1. Contract Line Item Number (CLIN) 0005 is changed to read as follows:

<u>CLIN</u>	<u>SUPPLIES OR SERVICES</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>AMOUNT</u>
0005	JLENS - Statement of Work SW-JLENS-16-97, dated 21 Oct 03, Rev 6, titled "JLENS Program", incorporated herein and attached as set forth in Part III, Section J, hereof. Paragraphs 1.1, 1.2, 1.3, 2.1, 2.2, 2.3, 2.4, 2.5, 2.6, 2.6.2, 2.6.3, 2.9, 3.1, 3.2, 3.3, 3.4, 3.5.1, 3.5.2, 3.5.3, 3.5.4, 3.5.5, 3.5.6, 3.5.7, 3.5.8, 3.6, 3.7, 3.8, 3.9, 3.9.1, 3.9.2, 3.10.1, 3.10.1.1, 3.10.1.2, 4.1, 4.2, 5.1, 5.2, 5.3, 5.4, 5.5, 5.6, 6.1, 6.1.1, 6.1.2, 6.2, 6.3, 6.4, and 7.0 in said SOW.		Task	\$894,000,000 NTE*

**\*Not-to-Exceed (NTE) subject to downward negotiations only.**

**\*\*TBD - To Be Determined upon submission of the contractor's proposal.**

All amounts, except CLINs 0001, 0002, 0009, and 0010, are subject to an equitable adjustment in accordance with the changes clause.

2. Slipsheet pages to the contract will be provided upon definitization of the change order (modification P00086).

000970

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE	PAGE OF PAGES	
				V	1	2
2. AMENDMENT/MODIFICATION NO. P00099		3. EFFECTIVE DATE 25-Feb-2004	4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO (if applicable)	
6. Y	CODE	W9113M	7. ADMINISTERED BY (If other than item 6)		CODE NONE	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) RAYTHEON COMPANY 180 HARTWELL ROAD BEDFORD MA 01730-0000			DCM TYNGSBORO PO BOX 688 TYNGSBORO MA 01879		(b)(6)	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) RAYTHEON COMPANY 180 HARTWELL ROAD BEDFORD MA 01730-0000			9A. AMENDMENT OF SOLICITATION NO.			
			9B. DATED (SEE ITEM 11)			
			X 10A. MOD. OF CONTRACT/ORDER NO DASG60-98-C-0001			
			X 10B. DATED (SEE ITEM 13) 20-Aug-1998			
CODE 04184		FACILITY CODE				
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS						
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended.						
Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.						
12. ACCOUNTING AND APPROPRIATION DATA (If required)						
See Schedule						
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.						
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.						
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying e, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).						
C. SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:						
X D. OTHER (Specify type of modification and authority) IAW 52.232-22, Limitation of Funds						
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.						
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)						
The purpose of this modification is to provide incremental funding in amount of \$72,000 for performance of CLIN 0005.  All other terms and conditions remain unchanged and in full force and effect.  Due to a Standard Procurement System defect, the date in block 10B of the SF30 may be inaccurate. That date should be 30 Jan 98.						
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.						
15A. NAME AND TITLE OF SIGNER (Type or print)			15A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)			
			(b)(6)			
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED	16B. UNITED STATES OF AMERICA		16C. DATE SIGNED	
(Signature of person authorized to sign)			BY (Signature of Contracting Officer)		(b)(6) 25-Feb-2004	

EXCEPTION TO SF 30  
APPROVED BY OIRM 11-84

30-105-04

STANDARD FORM 30 (Rev. 10-83)  
Prescribed by GSA  
FAR (48 CFR) 53.243

000971

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

**The following items are applicable to this modification:**

SECTION A - SOLICITATION/CONTRACT FORM  
MODIFICATION

WHEREAS, pursuant to the contract clause, "Limitation of Funds," the government elects to add an increment of funds to CLINs 0005/0006,

NOW, THEREFORE, the contract is hereby changed as described below.

1. SECTION G - CONTRACT ADMINISTRATION DATA, is modified as follows:

a. ACRNs BA and BB were inaccurately listed under CLIN 0003 on replacement page 13Bi of modification P00087. These ACRNs should be listed under CLIN 0005. Replacement page 13Bi of the contract is changed accordingly.

b. Paragraph G-5, Accounting and Appropriation Data (CLINs 0005 and 0006), is modified to add the following:

ACRN:	BC
CUM AMOUNT:	\$72,000
ACCT CLASS:	974 0400 1202 184 JT01 606051 65126J 600008 59233 525700
	PRON: NMIPR049207127
ORDER NO:	NMIPR049207127-01 FUNDED AMT: \$72,000 (P00089)

2. SECTION I - CONTRACT CLAUSES: FAR 52.216-24, LIMITATION OF GOVERNMENT LIABILITY (APR 1984) is changed to read as follows:

(a) In performing CLIN 0005/0006 of this contract, the Contractor is not authorized to make expenditures or incur obligations exceeding \$14,218,000 dollars.

(b) The maximum amount for which the Government shall be liable for CLIN 0005/0006 if this contract is terminated is \$14,218,000 dollars.

3. The Contracting Office DODAAC has changed from W31RPD to W9113M. Replacement page 1 of the contract is changed accordingly.

4. The following page substitutions are hereby incorporated into the contract:

DELETE	ADD
Page 1, Modification P00084	Page 1, Modification P00089
Page 13Bi, Modification P00087	Page 13Bi, Modification P00089
	Page 13Bii, Modification P00089

000972

<b>AWARD/CONTRACT</b>		1. THIS CONTRACT IS A MATTO ORDER UNDER OPAS (18 CFR 250)	RA "DO-A2"	PAGE OF 19
CONTRACT (Proc. Inv. Ident.) No. <b>DABG60-98-C-0001</b>		3. EFFECTIVE DATE <b>98 Jan 30</b>	4. RESOLUTION PROCEDURE REG. WITH AGENCY NO. <b>ORDER NO.: ERB07-0500-01</b>	
ISS BY <b>ARMY SPACE AND MISSILE DEFENSE COMMAND ITN &amp; ACQ MGT OPC, SMDC-CM-CN P.O. BOX 1500, HUNTSVILLE, AL 35807-3801</b>		CODE <b>W9113M</b>	5. ADMINISTERED BY (If other than item 3) <b>DEFENSE LOGISTICS AGENCY P.O. BOX 928 Baltimore, MD 21076</b>	
[REDACTED]		SCD: <b>A</b>	AOP: <b>NA</b>	PAS: <b>NONE</b>

7. NAME AND ADDRESS OF CONTRACTOR (Alt. street, city, county, State and ZIP Code) <b>RAYTHEON COMPANY dba RAYTHEON SYSTEMS COMPANY 180 HARTWELL ROAD BEDFORD, MA 01730</b>		6. DELIVERY <input type="checkbox"/> FOB OFFER <input checked="" type="checkbox"/> OTHER (Use item 4)
		9. DEPOSIT FOR PROMPT PAYMENT <b>NET</b>
		10. BUREAU ADDRESS (If other than address specified in the address section) <b>See Section G, Para. G-1</b>

CODE <b>04164</b>	FACILITY CODE	12. PAYMENT WILL BE MADE BY <b>OPAS Columbus Center mailing procedures provided under separate cover</b>
11. SHIP YARRANS FOR <b>SEE DISTRIBUTION LIST ATTACHED TO DD FORM 1423</b>		

13. AUTHORITY FOR WORK OTHER THAN FULL AND OPEN COMPETITION <input checked="" type="checkbox"/> 41 USC 253(a)(1) (1) <input type="checkbox"/> 41 USC 253(a)(1)	14. APPROVAL AND APPROPRIATION DATA <b>See Section G-5</b>
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YEA. ITEM NO.	YEA. DESCRIPTION	YEA. QUANTITY	YEA. UNIT	YEA. UNIT PRICE	YEA. AMOUNT
See Section E for items 16A through 16F					
<b>TOT. TOTAL AMOUNT OF CONTRACT -- \$ 187,121,532</b>					

√/1	SEC.	TO VALUE OF CONTRACT		DESCRIPTION	PAGE(S)
		Part 1 - CONTRACTOR	Part 2 - CONTRACTOR		
√	A	1	1	CONTRACT CLARIFICATION	28-46
√	B	2-7		PART 2 - LIST OF CONDITIONS, TERMS AND OTHER ATTACH.	
√	C		3	LIST OF ATTACHMENTS	47-48
√	D		8	PART 4 - PROVISIONS OF CONTRACT	
√	E		9	REFERENCES, CONDITIONS AND OTHER PROVISIONS OF OFFERS	
√	F	10-11		TERMS, CONDITIONS, AND REFERENCES TO OFFERS	
√	G	12-16		PROVISIONS PERTAINING TO OFFERS	
√	H	18-24			

12.  CONTRACTOR'S RESPONSE AVAILABLE (Contractor to complete)  ANSWER (Contractor is not required to sign this document.) Your answer to this document and your response to the questions in the questions section of this document are part of the contract. The contractor's response to the questions in the questions section of this document is part of the contract. The contractor's response to the questions in the questions section of this document is part of the contract. The contractor's response to the questions in the questions section of this document is part of the contract.

1. NAME AND TITLE OF OFFER (See page 1A)		2. NAME OF CONTRACTING OFFICE	
See Page 1A		See Page 1A	
NAME OF CONTRACTOR	YEA. DATE ISSUED	201. UNITED STATES OF AMERICA	SEC. DATE ISSUED
[REDACTED]	[REDACTED]	BY [REDACTED]	[REDACTED]

000973

(b)(6)

**RAYTHEON COMPANY**

**MODIFICATION P00089 TO  
CONTRACT DASG60-98-C-0001  
PAGE 13Bi OF 49 PAGES  
PREVIOUS: MOD P00087**

ACRN: AT  
CUMULATIVE AMOUNT: \$8,960,000  
ACCT CLASS: 213 2040 5Q 5Q17 P172419E55 255Y ER3D730200 S01021  
ER3D730200/34KJLE/4K0000

ORDER NO: ER3D730200-01 FUNDED AMT: \$1,500,000 (P00070)  
ER3D730200-02 FUNDED AMT: \$1,500,000 (P00071)  
ER3D730200-03 FUNDED AMT: \$1,500,000 (P00074)  
ER3D730200-04 FUNDED AMT: \$1,500,000 (P00077)  
ER3D730200-05 FUNDED AMT: \$2,960,000 (P00079)

ACRN: AW  
CUMULATIVE AMOUNT: \$100,000  
ACCT CLASS: 973 0400 1202 183 JT01 606051 65126J 59241 525700  
NMIPR039207

ORDER NO: NMIPR039207 FUNDED AMT: \$100,000 (P00079)

ACRN: AY  
CUMULATIVE AMOUNT: \$3,000,000  
ACCT CLASS: 214 2040 5Q 5Q17 P172419E55 255Y ER4D730000 S01021  
ER4D730000/44KJLE/4K0000

ORDER NO: ER4D730000-01 FUNDED AMT: \$3,000,000 (P00085)

CLIN 0005

ACRN: BA  
CUMULATIVE AMOUNT: \$14,000,000  
ACCT CLASS: 214 2040 5Q 5Q17 P172419E55 255Y ER4D731500 S01021  
ER4D731500/44KJLE/4K0000

ORDER NO: ER4D731500-01 FUNDED AMT: \$14,000,000 (P00086)

ACRN: BB  
CUMULATIVE AMOUNT: \$146,000  
ACCT CLASS: 974 0400 1202 184 JT01 606051 65126J 600008 59233 525700  
PRON: NMIPR049207063

ORDER NO: NMIPR049207063 FUNDED AMT: \$146,000 (P00087)

ACRN: BC  
CUMULATIVE AMOUNT: \$72,000  
ACCT CLASS: 974 0400 1202 184 JT01 606051 65126J 600008 59233 525700  
PRON: NMIPR049207127

ORDER NO: NMIPR049207127-01 FUNDED AMT: \$72,000 (P00089)

000974

RAYTHEON COMPANY

MODIFICATION P00089 TO  
CONTRACT DASG60-98-C-0001  
PAGE 13Bii OF 49 PAGES  
ADDED: MOD P00089

CLIN 0009

(a) SUBCLIN 0009AA

ACRN: AJ  
CUMULATIVE AMOUNT: \$200,000  
ACCT CLASS: 5703600 290 4750 674478 28060F 503000 F78100  
REF: NACXXX00680104  
ORDER NO/PRON: NACXXX00680104-01 FUNDED AMT: \$200,000 (P00043)

000975



SECTION SF 30 BLOCK 14 CONTINUATION PAGE

**The following items are applicable to this modification:**

**SECTION A - SOLICITATION/CONTRACT FORM  
MODIFICATION**

WHEREAS, pursuant to the contract clause, "Limitation of Funds," the government elects to add an increment of funds to CLINs 0005/0006,

NOW, THEREFORE, the contract is hereby changed as described below.

**1. SECTION G - CONTRACT ADMINISTRATION DATA, is modified as follows:**

Paragraph G-5, Accounting and Appropriation Data (CLINs 0005 and 0006), is modified to add the following:

ACRN:	BA
CUMULATIVE AMOUNT:	\$20,500,000
ACCT CLASS:	214 2040 5Q 5Q17 P172419E55 255Y ER4D731500 S01021 ER4D731500/44KJLE/4K0000
ORDER NO:	ER4D731500-02 FUNDED AMT: \$6,500,000 (P00090)

**2. SECTION I - CONTRACT CLAUSES: FAR 52.216-24, LIMITATION OF GOVERNMENT LIABILITY (APR 1984) is changed to read as follows:**

(a) In performing CLIN 0005/0006 of this contract, the Contractor is not authorized to make expenditures or incur obligations exceeding \$20,718,000 dollars.

(b) The maximum amount for which the Government shall be liable for CLIN 0005/0006 if this contract is terminated is \$20,718,000 dollars.

**3. The following page substitutions are hereby incorporated into the contract:**

DELETE

ADD

Page 13Bi, Modification P00089

Page 13Bi, Modification P00090

000977

ACRN: AT  
CUMULATIVE AMOUNT: \$8,960,000  
ACCT CLASS: 213 2040 5Q 5Q17 P172419E55 255Y ER3D730200 S01021  
ER3D730200/34KJLE/4K0000  
ORDER NO: ER3D730200-01 FUNDED AMT: \$1,500,000 (P00070)  
ER3D730200-02 FUNDED AMT: \$1,500,000 (P00071)  
ER3D730200-03 FUNDED AMT: \$1,500,000 (P00074)  
ER3D730200-04 FUNDED AMT: \$1,500,000 (P00077)  
ER3D730200-05 FUNDED AMT: \$2,960,000 (P00079)

ACRN: AW  
CUMULATIVE AMOUNT: \$100,000  
ACCT CLASS: 973 0400 1202 183 JT01 606051 65126J 59241 525700  
NMIPR039207  
ORDER NO: NMIPR039207 FUNDED AMT: \$100,000 (P00079)

ACRN: AY  
CUMULATIVE AMOUNT: \$3,000,000  
ACCT CLASS: 214 2040 5Q 5Q17 P172419E55 255Y ER4D730000 S01021  
ER4D730000/44KJLE/4K0000  
ORDER NO: ER4D730000-01 FUNDED AMT: \$3,000,000 (P00085)

CLIN 0005

ACRN: BA  
CUMULATIVE AMOUNT: \$20,500,000  
ACCT CLASS: 214 2040 5Q 5Q17 P172419E55 255Y ER4D731500 S01021  
ER4D731500/44KJLE/4K0000  
ORDER NO: ER4D731500-01 FUNDED AMT: \$14,000,000 (P00086)  
ER4D731500-02 FUNDED AMT: \$ 6,500,000 (P00090)

ACRN: BB  
CUMULATIVE AMOUNT: \$146,000  
ACCT CLASS: 974 0400 1202 184 JT01 606051 65126J 600008 59233 525700  
PRON: NMIPR049207063  
ORDER NO: NMIPR049207063 FUNDED AMT: \$146,000 (P00087)

ACRN: BC  
CUMULATIVE AMOUNT: \$72,000  
ACCT CLASS: 974 0400 1202 184 JT01 606051 65126J 600008 59233 525700  
PRON: NMIPR049207127  
ORDER NO: NMIPR049207127-01 FUNDED AMT: \$72,000 (P00089)

000978

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

CONTRACT ID CODE: V PAGE OF PAGES: 1 | 2

2 AMENDMENT/MODIFICATION NO. P00091	3 EFFECTIVE DATE 07-May-2004	4 REQUISITION/PURCHASE RBQ NO.	5 PROJECT NO (if applicable)
61 Y CODE PAGE 1 MISSILE DEFENSE COMMAND (b)(6) MUNTSVILLE AL 35897-3801	7 ADMINISTERED BY (If other than item 6) DCM TYNGSBORO PO BOX 885 TYNGSBORO MA 01379	CODE	NONE

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) RAYTHEON COMPANY 180 HARTWELL ROAD BEDFORD MA 01730-8000	9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED (SEE ITEM 11)
	X 10A. MOD. OF CONTRACT/ORDER NO. DASG60-98-C-0001
	X 10B. DATED (SEE ITEM 13) 20-Aug-1998

CODE 04164 FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer  is extended,  is not extended.

Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:  
 (a) By completing items 8 and 15, and returning \_\_\_\_\_ copies of this amendment, (b) By acknowledging receipt of this amendment on each copy of the offer submitted, or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

ACCOUNTING AND APPROPRIATION DATA (If required)  
See Schedule

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

X, C Specify type of modification and authority)  
AW 2-22, Limitation of Funds and Mutual Agreement

IMPORTANT: Contractor  is not,  is required to sign this document and return 1 copies to the issuing office.

DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
 a purpose of this modification is to effect the following changes.  
 Provide incremental funding in the amount of \$85,000 for performance of CLIN 0005, and  
 Replace Contract Data Requirements List Data Item No. A011, Software Development Plan.  
 Other terms and conditions remain unchanged and in full force and effect  
 : to a Standard Procurement System defect, the date in block 10B of the SF30 may be inaccurate. That date should be 30 Jan 98.

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

NAME AND TITLE OF SIGNER (Type or print) (b)(6)	16A. NAME AND TITLE OF CONTRACTOR (Type or print) (b)(6)
DATE SIGNED 7 May 2004	16B. DATE SIGNED MAY - 7 2004 (b)(6)

000979

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

The following items are applicable to this modification:

SECTION A - SOLICITATION/CONTRACT FORM  
MODIFICATION

WHEREAS, pursuant to the contract clause, "Limitation of Funds," the government elects to add an increment of funds to CLINs 0005/0006,

NOW, THEREFORE, the contract is hereby changed as described below.

1. SECTION G - CONTRACT ADMINISTRATION DATA, is modified as follows:

Paragraph G-5, Accounting and Appropriation Data (CLINs 0005 and 0006), is modified to add the following:

ACRN:	BD
CUMULATIVE AMOUNT:	\$85,000
ACCT CLASS:	21 4 2040 0000 5Q-5Q07 P643327S3200 S01021 44N005/4N41JS254N/4N0000
ORDER NO:	4N41JS254N FUNDED AMT: \$85,000 (P00091)

2. SECTION I - CONTRACT CLAUSES: FAR 52.216-24, LIMITATION OF GOVERNMENT LIABILITY (APR 1984) is changed to read as follows:

(a) In performing CLIN 0005/0006 of this contract, the Contractor is not authorized to make expenditures or incur obligations exceeding \$20,803,000 dollars.

(b) The maximum amount for which the Government shall be liable for CLIN 0005/0006 if this contract is terminated is \$20,803,000 dollars.

3. Modification P00086, Contract Data Requirements List (DD Form 1423), Data Item No. A011 Software Development Plan, dated 17 Oct 03, is hereby deleted and replaced with the attached Data Item No. A011, Software Development Plan, dated 5 May 2004.

4. The following page substitutions are hereby incorporated into the contract:

DELETE	ADD
Page 13Bii, Modification P00089	Page 13Bii, Modification P00091

000980

RAYTHEON COMPANY

MODIFICATION P00091 TO  
CONTRACT DASG60-98-C-0001  
PAGE 13Bii OF 49 PAGES  
PREVIOUS: MOD P00089

ACRN: BD  
CUMULATIVE AMOUNT: \$85,000  
ACCT CLASS: 21 4 2040 0000 5Q-5Q07 P643327S3200 S01021  
44N005/4N41JS254N/4N0000  
ORDER NO: 4N41JS254N FUNDED AMT: \$85,000 (P00091)

CLIN 0009

(a) SUBCLIN 0009AA

ACRN: AJ  
CUMULATIVE AMOUNT: \$200,000  
ACCT CLASS: 5703600 290 4750 674478 28060F 503000 F78100  
REF: NACXXX00680104  
ORDER NO/PRON: NACXXX00680104-01 FUNDED AMT: \$200,000 (P00043)

000981



AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1 CONTRACT ID CODE	PAGE OF PAGES	
2. AMENDMENT/MODIFICATION NO. P00092		3. EFFECTIVE DATE 24-May-2004	4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If applicable)	
6. ISSUED BY [REDACTED] (b)(6)		CODE W9113M	7. ADMINISTERED BY (If other than item 6) DCM TYNGSBORO PO BOX 688 TYNGSBORO MA 01879		CODE NONE	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) RAYTHEON COMPANY 180 HARTWELL ROAD BEDFORD MA 01730-0000			9A. AMENDMENT OF SOLICITATION NO.		9B. DATED (SEE ITEM 11)	
CODE 04164			FACILITY CODE		10A. MOD. OF CONTRACT/ORDER NO. DASG60-98-C-0001	
					10B. DATED (SEE ITEM 13) 20-Aug-1998	
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS						
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted, or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.						
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule						
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.						
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.						
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying *fee, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B). S SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:						
X D. OTHER (Specify type of modification and authority) IAW 52.232-22, Limitation of Funds						
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.						
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) The purpose of this modification is to provide incremental funding in the amount of \$100,000 for performance of CLIN 0005. All other terms and conditions remain unchanged and in full force and effect. Sue to a Standard Procurement System defect, the date in block 10B of the SF30 may be inaccurate. That date should be 30 Jan 98.						
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.						
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) [REDACTED] (b)(6)			
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)		15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY [REDACTED] (b)(6) (Signature of Contracting Officer)		16C. DATE SIGNED 24-May-2004 (b)(6)	

EXCEPTION TO SF 30  
APPROVED BY OIRM 11-84

30-105-04

STANDARD FORM 30 (Rev. 10-83)  
Prescribed by GSA  
FAR (48 CFR) 53.243

000983

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

**The following items are applicable to this modification:**

SECTION A - SOLICITATION/CONTRACT FORM  
MODIFICATION

WHEREAS, pursuant to the contract clause, "Limitation of Funds," the government elects to add an increment of funds to CLINs 0005/0006,

NOW, THEREFORE, the contract is hereby changed as described below.

1. SECTION G - CONTRACT ADMINISTRATION DATA, is modified as follows:

Paragraph G-5, Accounting and Appropriation Data (CLINs 0005 and 0006), is modified to add the following:

ACRN:	BE
CUMULATIVE AMOUNT:	\$100,000
ACCT CLASS:	214 2040 5Q 5Q17 P172419E55 255Y ER4D732100 S01021 ER4D732100/44KJLE/4K0000
ORDER NO:	ER4D732100-01 FUNDED AMT: \$100,000 (P00092)

2. SECTION I - CONTRACT CLAUSES: FAR 52.216-24, LIMITATION OF GOVERNMENT LIABILITY (APR 1984) is changed to read as follows:

(a) In performing CLIN 0005/0006 of this contract, the Contractor is not authorized to make expenditures or incur obligations exceeding \$20,903,000 dollars.

(b) The maximum amount for which the Government shall be liable for CLIN 0005/0006 if this contract is terminated is \$20,903,000 dollars.

3. The following page substitutions are hereby incorporated into the contract:

DELETE

ADD

Page 13Bii, Modification P00091

Page 13Bii, Modification P00092

000984

ACRN: BD  
CUMULATIVE AMOUNT: \$85,000  
ACCT CLASS: 21 4 2040 0000 5Q-5Q07 P643327S3200 S01021  
44N005/4N41JS254N/4N0000  
ORDER NO: 4N41JS254N FUNDED AMT: \$85,000 (P00091)

ACRN: BE  
CUMULATIVE AMOUNT: \$100,000  
ACCT CLASS: 214 2040 5Q 5Q17 P172419E55 255Y ER4D732100 S01021  
ER4D732100/44KJLE/4K0000  
ORDER NO: ER4D732100-01 FUNDED AMT: \$100,000 (P00092)

CLIN 0009

(a) SUBCLIN 0009AA

ACRN: AJ  
CUMULATIVE AMOUNT: \$200,000  
ACCT CLASS: 5703600 290 4750 674478 28060F 503000 F78100  
REF: NACXXX00680104  
ORDER NO/PRON: NACXXX00680104-01 FUNDED AMT: \$200,000 (P00043)

000985

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1 CONTRACT ID CODE V	PAGE OF PAGES 1   2
2. AMENDMENT/MODIFICATION NO P00093	3. EFFECTIVE DATE 21-Jun-2004	4. REQUISITION/PURCHASE REQUEST NO		5. PROJECT NO. (if applicable)
6. BUYER CODE SPACE & MISSILE DEFENSE COMMAND PO BOX 1300 HUNTSVILLE AL 35807-3801 (b)(6)	7. ADMINISTERED BY (If other than item 6) DCM TYNGSBORO PO BOX 688 TYNGSBORO MA 01879	CODE NONE		
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) RAYTHEON COMPANY 180 HARTWELL ROAD BEDFORD MA 01730-0000		9A. AMENDMENT OF SOLICITATION NO.		
		9B. DATED (SEE ITEM 11)		
		X 10A. MOD. OF CONTRACT/ORDER NO. DASG60-98-C-0001		
		X 10B. DATED (SEE ITEM 13) 20-Aug-1998		
CODE 04164		FACILITY CODE		
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
<input type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendment, (b) By acknowledging receipt of this amendment on each copy of the offer submitted, or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.				
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule				
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.				
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.				
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B). ; SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:				
X D. OTHER (Specify type of modification and authority) IAW 52.232-22, Limitation of Funds				
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.				
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) The purpose of this modification is to provide incremental funding in the amount of \$100,000 for performance of CLIN 0005. All other terms and conditions remain unchanged and in full force and effect. Due to a Standard Procurement System defect, the date shown in block 10B of the SF30 may be inaccurate. That date should be 30 Jan 98.				
Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.				
15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) (b)(6)		
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA (b)(6)	16C. DATE SIGNED (b)(6) 21-Jun-2004	

EXCEPTION TO SF 30  
APPROVED BY OIRM 11-84

30-105-04

STANDARD FORM 30 (Rev. 10-83)  
Prescribed by GSA  
FAR (48 CFR) 53.243

000986

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

**The following items are applicable to this modification:**

**SECTION A - SOLICITATION/CONTRACT FORM  
MODIFICATION**

WHEREAS, pursuant to the contract clause, "Limitation of Funds," the government elects to add an increment of funds to CLINs 0005/0006,

NOW, THEREFORE, the contract is hereby changed as described below.

1. SECTION G - CONTRACT ADMINISTRATION DATA, is modified as follows:

Paragraph G-5, Accounting and Appropriation Data (CLINs 0005 and 0006), is modified to add the following:

ACRN:	BF
CUMULATIVE AMOUNT:	\$100,000
ACCT CLASS:	21 4 2040 0000 5Q 5Q07 643327S2700 255Y S01021 44N006/4N41JD224N/4N0000
ORDER NO:	4N41JD224N-Basic FUNDED AMT: \$100,000 (P00093)

2. SECTION I - CONTRACT CLAUSES: FAR 52.216-24, LIMITATION OF GOVERNMENT LIABILITY (APR 1984) is changed to read as follows:

(a) In performing CLIN 0005/0006 of this contract, the Contractor is not authorized to make expenditures or incur obligations exceeding \$21,003,000 dollars.

(b) The maximum amount for which the Government shall be liable for CLIN 0005/0006 if this contract is terminated is \$21,003,000 dollars.

3. The following page substitutions are hereby incorporated into the contract:

DELETE

ADD

Page 13Bii, Modification P00092

Page 13Bii, Modification P00093

000987

RAYTHEON COMPANY

MODIFICATION P00093 TO  
CONTRACT DASG60-98-C-0001  
PAGE 13Bii OF 49 PAGES  
PREVIOUS: MOD P00092

ACRN: BD  
CUMULATIVE AMOUNT: \$85,000  
ACCT CLASS: 21 4 2040 0000 5Q-5Q07 P643327S3200 S01021  
44N005/4N41JS254N/4N0000  
ORDER NO: 4N41JS254N FUNDED AMT: \$85,000 (P00091)

ACRN: BE  
CUMULATIVE AMOUNT: \$100,000  
ACCT CLASS: 214 2040 5Q 5Q17 P172419E55 255Y ER4D732100 S01021  
ER4D732100/44KJLE/4K0000  
ORDER NO: ER4D732100-01 FUNDED AMT: \$100,000 (P00092)

ACRN: BF  
CUMULATIVE AMOUNT: \$100,000  
ACCT CLASS: 21 4 2040 0000 5Q 5Q07 643327S2700 255Y S01021  
44N006/4N41JD224N/4N0000  
ORDER NO: 4N41JD224N-Basic FUNDED AMT: \$100,000 (P00093)

CLIN 0009

(a) SUBCLIN 0009AA

ACRN: AJ  
CUMULATIVE AMOUNT: \$200,000  
ACCT CLASS: 5703600 290 4750 674478 28060F 503000 F78100  
REF: NACXXX00680104  
ORDER NO/PRON: NACXXX00680104-01 FUNDED AMT: \$200,000 (P00043)

000988

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

2. AMENDMENT/MODIFICATION NO. P00094		3. EFFECTIVE DATE 26-Jul-2004	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. IS CODE WV9113M	7. ADMINISTERED BY (If other than item 6) DCM TYNGSBORO PO BOX 668 TYNGSBORO MA 01479		CODE NONE	

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) RAYTHEON COMPANY 180 HARTWELL ROAD BEDFORD MA 01730-0000		9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
		X 10A. MOD. OF CONTRACT/ORDER NO. DASG60-98-C-0001
		X 10B. DATED (SEE ITEM 13) 20-Aug-1998

**II. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer  is extended,  is not extended.

Offer must acknowledge receipt of this amendment prior to the hour and date specified in this solicitation or as amended by one of the following methods:  
 (a) By completing items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided such telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)  
See Schedule

(3 THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS.  
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.)

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying , appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).

X C. SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:  
Mutual Agreement

D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor  is not,  is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
The purpose of this modification is to effect the following changes:

- Decrease incremental funding in the amount of \$1,975,321 for performance of CLIN 0003.
- Provide incremental funding in the amount of \$1,975,321 for performance of CLIN 0005 and \$500,000 for performance of CLIN 0013.
- Revise the Key Personnel clause of the contract.
- All other terms and conditions remain unchanged and in full force and effect.

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

15A. NAME AND TITLE OF SIGNER (Type or print) [Redacted] (b)(6)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) [Redacted] (b)(6)
15C. DATE SIGNED [Redacted] (b)(6) 7/28/04	16C. DATE SIGNED JUL 29 2004 (b)(6)

000989



(1) Amount Required for Full Funding, Including Fee(s):	\$ 145,166,476	-0-	\$ 145,166,476
(2) Amount Allotted under the LOF Clause for Payment of Target Costs:	[REDACTED]		
(3) Amount Separately Obligated for Payment for Target Fee:	[REDACTED]		
(4) Total Amount Allotted and Obligated:	\$ 98,713,422	(\$ 1,975,321)	\$ 96,738,101
(5) Net Amount Required for Full Funding:	\$ 46,453,054	\$ 1,975,321	\$ 48,428,375
(6) Estimated Period of Performance the Allotted Amount will cover:	31 Dec 03		31 Dec 03

(b)(4)

CLINs 0013 and 0014:

	PRIOR	THIS MODIFICATION	CUMULATIVE TOTAL
(1) Amount Required for Full Funding, Including Fee(s):	\$ 41,047,110	-0-	\$ 41,047,110
(2) Amount Allotted under the LOF Clause for Payment of Target Costs:	[REDACTED]		
(3) Amount Separately Obligated for Payment for Target Fee:	[REDACTED]		
(4) Total Amount Allotted and Obligated:	\$ 30,278,000	\$ 500,000	\$ 30,778,000
(5) Net Amount Required for Full Funding:	\$ 10,769,110	(\$ 500,000)	\$ 10,269,110
(6) Estimated Period of Performance the Allotted Amount will cover:	30 Sep 04		22 Oct 04

(b)(4)

2. SECTION H - SPECIAL CONTRACT REQUIREMENTS: H-14, KEY PERSONNEL is changed to read as follows:

a. The key personnel listed in paragraph b. below are considered to be critical to the successful performance of this contract. Prior to replacing these key personnel, the contractor shall obtain written consent of the contracting officer. Such consent shall be provided within thirty (30) days and shall not be unreasonably withheld. In order to obtain such consent, the contractor must provide thirty (30) days advance written notice of the proposed changes and must demonstrate that the qualifications of the proposed substitute personnel are generally equivalent to or better than the qualifications of the personnel being replaced.

b. Key Personnel List:

NAME

POSITION

[REDACTED]

(b)(6)

(b)(6)

3. SECTION I - CONTRACT CLAUSES FAR 52.216-24, LIMITATION OF GOVERNMENT LIABILITY (APR 1984) is changed to read as follows:

000991

(a) In performing CLIN 0005/0006 of this contract, the Contractor is not authorized to make expenditures or incur obligations exceeding \$22,978,321 dollars.

(b) The maximum amount for which the Government shall be liable for CLIN 0005/0006 if this contract is terminated is \$22,978,321 dollars.

4. The following page substitutions are hereby incorporated into the contract:

DELETE

ADD

Page 13Bi, Modification P00090  
Page 13Bii, Modification P00093  
Page 13D, Modification P00087  
Page 14, Modification P00085  
Page 15, Modification P00087  
Page 21, Modification P00087  
Page 24, Modification P00023

Page 13Bi, Modification P00094  
Page 13Bii, Modification P00094  
Page 13D, Modification P00094  
Page 14, Modification P00094  
Page 15, Modification P00094  
Page 21, Modification P00094  
Page 24, Modification P00094

000992

ACRN: AT  
 CUMULATIVE AMOUNT: \$6,984,679  
 ACCT CLASS: 213 2040 5Q 5Q17 P172419E55 255Y ER3D730200 S01021  
 ER3D730200/34KJLE/4K0000  
 ORDER NO: ER3D730200-01 FUNDED AMT: \$1,500,000 (P00070)  
 ER3D730200-02 FUNDED AMT: \$1,500,000 (P00071)  
 ER3D730200-03 FUNDED AMT: \$1,500,000 (P00074)  
 ER3D730200-04 FUNDED AMT: \$1,500,000 (P00077)  
 ER3D730200-05 FUNDED AMT: \$2,960,000 (P00079)  
 ER3D730200-06 FUNDED AMT: (\$1,975,321) (P00094)

ACRN: AW  
 CUMULATIVE AMOUNT: \$100,000  
 ACCT CLASS: 973 0400 1202 183 JT01 606051 65126J 59241 525700  
 NMIPR039207  
 ORDER NO: NMIPR039207 FUNDED AMT: \$100,000 (P00079)

ACRN: AY  
 CUMULATIVE AMOUNT: \$3,000,000  
 ACCT CLASS: 214 2040 5Q 5Q17 P172419E55 255Y ER4D730000 S01021  
 ER4D730000/44KJLE/4K0000  
 ORDER NO: ER4D730000-01 FUNDED AMT: \$3,000,000 (P00085)

CLIN 0005

ACRN: BA  
 CUMULATIVE AMOUNT: \$20,500,000  
 ACCT CLASS: 214 2040 5Q 5Q17 P172419E55 255Y ER4D731500 S01021  
 ER4D731500/44KJLE/4K0000  
 ORDER NO: ER4D731500-01 FUNDED AMT: \$14,000,000 (P00086)  
 ER4D731500-02 FUNDED AMT: \$ 6,500,000 (P00090)

ACRN: BB  
 CUMULATIVE AMOUNT: \$146,000  
 ACCT CLASS: 974 0400 1202 184 JT01 606051 65126J 600008 59233 525700  
 PRON: NMIPR049207063  
 ORDER NO: NMIPR049207063 FUNDED AMT: \$146,000 (P00087)

ACRN: BC  
 CUMULATIVE AMOUNT: \$72,000  
 ACCT CLASS: 974 0400 1202 184 JT01 606051 65126J 600008 59233 525700  
 PRON: NMIPR049207127  
 ORDER NO: NMIPR049207127-01 FUNDED AMT: \$72,000 (P00089)

000993

ACRN: BD  
CUMULATIVE AMOUNT: \$85,000  
ACCT CLASS: 21 4 2040 0000 5Q-5Q07 P643327S3200 S01021  
44N005/4N41JS254N/4N0000  
ORDER NO: 4N41JS254N FUNDED AMT: \$85,000 (P00091)

ACRN: BE  
CUMULATIVE AMOUNT: \$100,000  
ACCT CLASS: 214 2040 5Q 5Q17 P172419E55 255Y ER4D732100 S01021  
ER4D732100/44KJLE/4K0000  
ORDER NO: ER4D732100-01 FUNDED AMT: \$100,000 (P00092)

ACRN: BF  
CUMULATIVE AMOUNT: \$100,000  
ACCT CLASS: 21 4 2040 0000 5Q 5Q07 643327S2700 255Y S01021  
44N006/4N41JD224N/4N0000  
ORDER NO: 4N41JD224N-Basic FUNDED AMT: \$100,000 (P00093)

ACRN: BG  
CUMULATIVE AMOUNT: \$1,975,321  
ACCT CLASS: 213 2040 5Q 5Q17 P172419E55 255Y ER3D732100 S01021  
ER3D732100/34KJLE/4K0000  
ORDER NO: ER3D732100-01 FUNDED AMT: \$1,975,321 (P00094)

CLIN 0009

(a) SUBCLIN 0009AA

ACRN: AJ  
CUMULATIVE AMOUNT: \$200,000  
ACCT CLASS: 5703600 290 4750 674478 28060F 503000 F78100  
REF: NACXXX00680104  
ORDER NO/PRON: NACXXX00680104-01 FUNDED AMT: \$200,000 (P00043)

000994

CLIN 0013

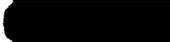
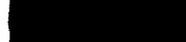
ACRN: AU  
CUMULATIVE AMOUNT: \$7,970,000  
ACCT CLASS: 213 2040 5Q 5Q17 P172419E55 255Y ER3D730000 S01021  
ER3D730000/34KJLE/4K0000  
ORDER NO: ER3D730000-01 FUNDED AMT: \$ 775,000 (P00073)  
ER3D730000-02 FUNDED AMT: \$4,000,000 (P00073)  
ER3D730000-03 FUNDED AMT: \$1,000,000 (P00077)  
ER3D730000-04 FUNDED AMT: \$2,195,000 (P00078)

ACRN: AX  
CUMULATIVE AMOUNT: \$3,396,000  
ACCT CLASS: 213 2040 5Q 5Q17 P172419E55 255Y ER3D740000 S01021  
ER3D740000/34KJLF/4K0000  
ORDER NO: ER3D740000-01 FUNDED AMT: \$3,396,000 (P00080)

ACRN: AZ  
CUMULATIVE AMOUNT: \$19,412,000  
ACCT CLASS: 214 2040 5Q 5Q17 P172419E55 255Y ER4D730100 S01021  
ER4D730100/44KJLE/4K0000  
ORDER NO: ER4D730100-01 FUNDED AMT: \$14,000,000 (P00085)  
ER4D730100-02 FUNDED AMT: \$ 4,912,000 (P00087)  
ER4D730100-03 FUNDED AMT: \$ 500,000 (P00094)

000995

G-6. IMPLEMENTATION OF AND EXPLANATION OF THE RELATIONSHIP OF THE LIMITATION OF FUNDS (LOF) CLAUSE TO FEE OBLIGATIONS: The amount of funds estimated to be required for full performance, including fee(s); the amount of funds allotted pursuant to the Contract Clause hereof entitled, Limitations of Funds; the amount of funds currently obligated for fee; and the estimated period of performance covered by the funds allotted are set forth below. Amounts obligated for fee are separate from and are not to be commingled with the amounts allotted for costs and are not available to the contractor to cover costs in excess of those allotted to the contract for cost.

- a. CLINs 0001 and 0002:
  - (1) Amount Required for Full Funding: \$ 437,946
  - (2) Amount Allotted Under the LOF Clause for Payment of Costs:  (b)(4)
  - (3) Total Amount Allotted and Obligated: \$ 440,100
  - (4) Net Amount Required for Full Funding: \$ (2,154)
  - (5) Estimated Period of Performance the Allotted Amount Will Cover: 30 Sep 99
  
- b. CLINs 0003 and 0004:
  - (1) Amount Required for Full Funding, Including Fee(s): \$ 145,166,476
  - (2) Amount Allotted Under the LOF Clause for Payment of Target Costs:  (b)(4)
  - (3) Amount Separately Obligated for Payment of Target Fee:  (b)(4)
  - (4) Total Amount Allotted and Obligated: \$ 96,738,101\*
  - (5) Net Amount Required for Full Funding: \$ 48,428,375\*
  - (6) Estimated Period of Performance the Allotted Amount Will Cover: 31 Dec 03
  
- c. CLINs 0005 and 0006:  
SUBCLIN 0005AA
  - (1) Amount Required for Full Funding, Including Fee(s): \$ 164,011,800\*
  - (2) Amount Allotted Under the LOF Clause for Payment of Costs: \$ -0-
  - (3) Amount Separately Obligated for Payment of Target Fee: \$ -0-
  - (4) Total Amount Allotted and Obligated: \$ -0-
  - (5) Net Amount Required for Full Funding: \$ 164,011,800\*
  - (6) Estimated Period of Performance the Allotted Amount Will Cover:

\*NOT-TO-EXCEED (NTE)

000996

d. CLINs 0011 and 0012:

(1) Amount Required for Full Funding, Including Fee(s):	\$ <u>41,558,000*</u>
(2) Amount Allotted Under the LOF Clause for Payment of Costs:	\$ _____-0-
(3) Amount Separately Obligated for Payment of Fee:	\$ _____-0-
(4) Total Amount Allotted and Obligated:	\$ _____-0-
(5) Net Amount Required for Full Funding:	\$ <u>41,558,000*</u>
(6) Estimated Period of Performance the Allotted Amount Will Cover:	

**\*NOT-TO-EXCEED (NTE)**

g. CLINs 0013 and 0014:

(1) Amount Required for Full Funding, Including Fee(s):	\$ <u>41,047,110</u>
(2) Amount Allotted Under the LOF Clause for Payment of Costs:	
(3) Amount Separately Obligated for Payment of Target Fee:	
(4) Total Amount Allotted and Obligated:	\$ <u>30,178,000</u>
(5) Net Amount Required for Full Funding:	\$ <u>10,269,110</u>
(6) Estimated Period of Performance the Allotted Amount Will Cover:	22 Oct 04

(b)(4)

h. CLINs 0015 and 0016:

SUBCLIN 00015AA:

(1) Amount Required for Full Funding, Including Fee(s):	\$ <u>8,323,376</u>
(2) Amount Allotted Under the LOF Clause for Payment of Costs:	\$ _____-0-
(3) Amount Separately Obligated for Payment of Fee:	\$ _____-0-
(4) Total Amount Allotted and Obligated:	\$ _____-0-
(5) Net Amount Required for Full Funding:	\$ <u>8,323,376</u>
(6) Estimated Period of Performance the Allotted Amount Will Cover:	

000997

H-8 GOVERNMENT-FURNISHED FUELS PROVIDED

Fuels as identified below will be provided through [redacted] in accordance with the clause of this contract entitled Government Property (Cost-Reimbursement, Time and Material, or Labor-Hour Contracts). From time to time the contractor may order with the supplier for partial deliveries of fuel. To assist the Contracting Officer in maintaining accountability of total orders, the contractor shall notify the Contracting Officer when fuels ordered exceed 85 percent of the amount specified below. This is requested for each fuels type listed. The contractor will be financially responsible for orders for fuels in excess of the amount stipulated below:

(b)(3)(A)  
(i)&Title  
10 Sec 130  
(a)(b)

NOMENCLATURE	NATIONAL STOCK NO. (NSN)	UNIT OF ISSUE	QUANTITY AUTHORIZED AS GFP
--------------	--------------------------	---------------	----------------------------

H-9. DESIGN SENSITIVITY TO COST (COST AS AN INDEPENDENT VARIABLE): The contractor may propose changes to the proposed design conforming to cost as an independent variable (CAIV). Those changes which do not alter the Aerostat Performance Specification (APS) may be implemented by the contractor 10 working days after notice of intent specifying the changes is provided to the government. Changes which alter the APS by reducing the requirements may only be undertaken without an equitable reduction in the estimated cost and schedule of the contract if the contractor demonstrates 1) a comparable gain in other performance requirements, 2) such changes are acceptable to the government, and 3) the change does not alter the overall estimated cost of the program. In no event, however, shall the contractor propose to reduce or alter the requirements of paragraph A.2 of Appendix A of the APS.

H-10 INCREMENTAL FUNDING OF THE CONTRACT

a. It is expected that allotments within each fiscal year will be made on an incremental basis in accordance with the LIMITATION OF FUNDS clause.

b. Pursuant to the Limitation of Funds clause, the sum of [redacted] is presently allotted to CLIN 0001 and available for payment to cover the work to be performed hereunder until 30 Sep 99. The amount of [redacted] obligated for Potential Fee for a total amount of \$440,100 for CLIN 0001.

(b)(4)

c. Pursuant to the LIMITATION OF FUNDS clause, the sum of [redacted] presently allotted to CLIN 0003 and available for payment to cover the work to be performed hereunder until 31 Dec 03. The amount of [redacted] obligated for Potential Fee (if applicable), for a total amount of \$96,738,101 for CLIN 0003.

(b)(4)

Pursuant to the LIMITATION OF FUNDS clause, the sum of [redacted] is presently allotted to CLIN 0013 and available for payment to cover the work to be performed hereunder until 22 Oct 04. The amount of [redacted] obligated for Potential Fee (if applicable), for a total amount of \$30,778,000 for CLIN 0013.

(b)(4)

000998

b Key Personnel List:

<u>NAME</u>	<u>POSITION</u>
[REDACTED]	[REDACTED]

(b)(6)

(b)(6)

II-15. PARTNERING FOR SUCCESS: In an effort to most effectively accomplish the objectives of this contract, the government, the contractor, and the contractor's major subcontractors propose to engage in the Partnering process. The objective of Partnering is the establishment of a commitment between government and industry to improve communications and avoid disputes. After award, the parties will decide whether or not to engage in the Partnering process. If the parties decide to engage in Partnering, the parties will also decide the aspects of Partnering most applicable to the performance of this contract. It is intended that the framework for the process will be the Army Space and Missile Defense Command Model Partnering Process. The establishment of a Partnering arrangement will not affect the legal responsibilities of or relationship of the parties and cannot be used to alter, supplement, or deviate from the terms of the contract. Any changes to the contract must be executed in writing by the Contracting Officer.

H-16. PROCUREMENT PRIOR TO CDR: The contractor is authorized to fabricate the items associated with the following prior to CDR:

[REDACTED]

(b)(3)(A)  
(i)&Title  
10 Sec 130  
(a)(b)

000999

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1 CONTRACT ID CODE	PAGE OF PAGES	
			V	1	2
2. AMENDMENT/MODIFICATION NO. P00095	3. EFFECTIVE DATE 23-Aug-2004	4. REGISTRATION/PURCHASE REQUIREMENTS		5. PROJECT NO. (If applicable)	
6. BUYER CODE SPACE & MISSILE DEFENSE COMMAND [REDACTED] (b)(6) PO BOX 150 HUNTSVILLE AL 35807-3801	7. ADMINISTERED BY (If other than item 6) DCM TYNGSBORO PO BOX 688 TYNGSBORO MA 01879	7. ADMINISTERED BY (If other than item 6) CODE		NONE	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) RAYTHEON COMPANY 180 HARTWELL ROAD BEDFORD MA 01730-0000			9A. AMENDMENT OF SOLICITATION NO.		
			9B. DATED (SEE ITEM 11)		
			X 10A. MOD. OF CONTRACT/ORDER NO. DASG60-98-C-0001		
			X 10B. DATED (SEE ITEM 13) 20-Aug-1998		
CODE: 04164		FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended.					
<p>Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:</p> <p>(a) By completing Items 8 and 15, and returning _____ copies of the amendment, (b) By acknowledging receipt of this amendment on each copy of the offer submitted, or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.</p>					
12. ACCOUNTING AND APPROPRIATION DATA (If required) <b>See Schedule</b>					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying date, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B). ; SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:					
X D. OTHER (Specify type of modification and authority) IAW FAR 52.232-22, Limitation of Funds					
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) The purpose of this modification is to provide incremental funding in the amount of \$710,000 for performance of CLIN 0005. All other terms and conditions remain unchanged and in full force and effect. Due to a Standard Procurement System defect, the date shown in block 10B of the SF30 may be inaccurate. That date should be 30 Jan 98.					
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.					
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) (b)(6)		
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED	16B. UNITED STATES OF AMERICA [REDACTED] (Signature of Contracting Officer)		16C. DATE SIGNED 23-Aug-2004 (b)(6)
(Signature of person authorized to sign)					

EXCEPTION TO SF 30  
APPROVED BY OIRM 11-84

30-105-04

STANDARD FORM 30 (Rev. 10-83)  
Prescribed by GSA  
FAR (48 CFR) 53.243

001000

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

**The following items are applicable to this modification:**

SECTION A - SOLICITATION/CONTRACT FORM  
MODIFICATION

WHEREAS, pursuant to the contract clause, "Limitation of Funds," the government elects to add an increment of funds to CLINs 0005/0006,

NOW, THEREFORE, the contract is hereby changed as described below.

1. SECTION G - CONTRACT ADMINISTRATION DATA, is modified as follows:

Paragraph G-5, Accounting and Appropriation Data (CLINs 0005 and 0006), is modified to add the following:

ACRN: BA  
CUMULATIVE AMOUNT: \$21,200,000  
ACCT CLASS: 214 2040 5Q 5Q17 P172419E55 255Y ER4D731500 S01021  
ER4D731500/44KJLE/4K0000  
ORDER NO: ER4D731500-03 FUNDED AMT: \$ 700,000 (P00095)

ACRN: BC  
CUMULATIVE AMOUNT: \$82,000  
ACCT CLASS: 974 0400 1202 184 JT01 606051 65126J 600008 59233 525700  
PRON: NMIPR049207127  
ORDER NO: NMIPR049207127-02 FUNDED AMT: \$10,000 (P00095)

2. SECTION I - CONTRACT CLAUSES: FAR 52.216-24, LIMITATION OF GOVERNMENT LIABILITY (APR 1984) is changed to read as follows:

(a) In performing CLIN 0005/0006 of this contract, the Contractor is not authorized to make expenditures or incur obligations exceeding \$23,688,321 dollars.

(b) The maximum amount for which the Government shall be liable for CLIN 0005/0006 if this contract is terminated is \$23,688,321 dollars.

3. The following page substitutions are hereby incorporated into the contract:

DELETE

ADD

Page 13Bi, Modification P00094

Page 13Bi, Modification P00095

001001

ACRN: AT  
 CUMULATIVE AMOUNT: \$6,984,679  
 ACCT CLASS: 213 2040 5Q 5Q17 P172419E55 255Y ER3D730200 S01021  
 ER3D730200/34KJLE/4K0000

ORDER NO: ER3D730200-01 FUNDED AMT: \$1,500,000 (P00070)  
 ER3D730200-02 FUNDED AMT: \$1,500,000 (P00071)  
 ER3D730200-03 FUNDED AMT: \$1,500,000 (P00074)  
 ER3D730200-04 FUNDED AMT: \$1,500,000 (P00077)  
 ER3D730200-05 FUNDED AMT: \$2,960,000 (P00079)  
 ER3D730200-06 FUNDED AMT: (\$1,975,321) (P00094)

ACRN: AW  
 CUMULATIVE AMOUNT: \$100,000  
 ACCT CLASS: 973 0400 1202 183 JT01 606051 65126J 59241 525700  
 NMIPR039207

ORDER NO: NMIPR039207 FUNDED AMT: \$100,000 (P00079)

ACRN: AY  
 CUMULATIVE AMOUNT: \$3,000,000  
 ACCT CLASS: 214 2040 5Q 5Q17 P172419E55 255Y ER4D730000 S01021  
 ER4D730000/44KJLE/4K0000

ORDER NO: ER4D730000-01 FUNDED AMT: \$3,000,000 (P00085)

CLIN 0005

ACRN: BA  
 CUMULATIVE AMOUNT: \$21,200,000  
 ACCT CLASS: 214 2040 5Q 5Q17 P172419E55 255Y ER4D731500 S01021  
 ER4D731500/44KJLE/4K0000

ORDER NO: ER4D731500-01 FUNDED AMT: \$14,000,000 (P00086)  
 ER4D731500-02 FUNDED AMT: \$ 6,500,000 (P00090)  
 ER4D731500-03 FUNDED AMT: \$ 700,000 (P00095)

ACRN: BB  
 CUMULATIVE AMOUNT: \$146,000  
 ACCT CLASS: 974 0400 1202 184 JT01 606051 65126J 600008 59233 525700  
 PRON: NMIPR049207063

ORDER NO: NMIPR049207063 FUNDED AMT: \$146,000 (P00087)

ACRN: BC  
 CUMULATIVE AMOUNT: \$82,000  
 ACCT CLASS: 974 0400 1202 184 JT01 606051 65126J 600008 59233 525700  
 PRON: NMIPR049207127

ORDER NO: NMIPR049207127-01 FUNDED AMT: \$72,000 (P00089)  
 NMIPR049207127-02 FUNDED AMT: \$10,000 (P00095)

001002

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACTIVITY CODE	PAGE OF PAGES	
				V	1	3
2. AMENDMENT/MODIFICATION NO. P 296		3. EFFECTIVE DATE 30-Aug-2004		4. REQUISITION/PHASE REQ. NO.		5. PROJECT NO. (if applicable)
6. SY CODE W9113M		7. ADMINISTERED BY (if other than item 6) DGM TYNGSBORO PO BOX 688 TYNGSBORO MA 01079		CODE: NONE		
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) DAYLIFTON COMPANY 100 HAWTHILL ROAD NEOFOND MA 01730-6000				9A. AMENDMENT OF SOLICITATION NO.		
				9B. DATED (SEE ITEM 11)		
				X 10A. MOD. OF CONTRACT/ORDER NO. DAS600-98-C-0001		
				X 10B. DATED (SEE ITEM 13) 20-Aug-1998		
CVMN. 04164				FACILITY CODE:		
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS						
<input type="checkbox"/> The above numbered solicitation is amended by set forth in Item 14. The hour and date specified for receipt of offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.						
12. ACCOUNTING AND APPROPRIATION DATA (if required) See Schedule						
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.						
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.						
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).						
C. SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: a. <u>government</u>						
D. OTHER (Specify type of modification and authority)						
14. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.						
4. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) The purpose of this modification is to effect the following changes: 1. Decrease incremental funding in the amount of \$2,000,000 for performance of CLIN 0003. 2. Provide incremental funding in the amount of \$1,990,000 for performance of CLIN 0005. 3. All other terms and conditions remain unchanged and in full force and effect.						
except as provided herein, all terms and conditions of the document referenced in Item 9A or (10A), as heretofore changed, remain unchanged and in full force and effect.						
A. NAME AND TITLE OF SIGNING OFFICER (Type or print) (b)(6)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) (b)(6)		
15. DATE SIGNED (b)(6) 8/31/04				16. DATE SIGNED SEP - 1 2004		

APPROVED BY OIRM 11 84

30-105-04

STANDARD FORM 30 (Rev. 10-83)  
Prescribed by GSA  
FPMR (41 CFR) 51.243

001003

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

The following items are applicable to this modification:

SECTION A - SOLICITATION/CONTRACT FORM  
MODIFICATION

WHEREAS, pursuant to the contract clause, "Limitation of Funds," the government elects to transfer an increment of funds from CLINS 0003/0004 to CLINS 0005/0006, and

WHEREAS, pursuant to the contract clause, "Limitation of Funds," the government elects to withdraw an increment of funds from CLINS 0005/0006,

NOW, THEREFORE, the contract is hereby changed as described below.

1. SECTION G - CONTRACT ADMINISTRATION DATA, is modified as follows:

a. Paragraph G-5, Accounting and Appropriation Data (CLINS 0003 and 0004), is modified to add the following:

ACRN: AY  
CUMULATIVE AMOUNT: \$1,000,000  
ACCT CLASS: 214 2040 5Q 5Q17 P172419E55 255Y ER4D730000 S01021  
ER4D730000/44KJLE/4K0000  
ORDER NO: ER4D730000-02 FUNDED AMT: (\$2,000,000) (P00096)

b. Paragraph G-5, Accounting and Appropriation Data (CLINS 0005 and 0006), is modified to add the following:

ACRN: BA  
CUMULATIVE AMOUNT: \$23,200,000  
ACCT CLASS: 214 2040 5Q 5Q17 P172419E55 255Y ER4D731500 S01021  
ER4D731500/44KJLE/4K0000  
ORDER NO: ER4D731500-04 FUNDED AMT: \$ 2,000,000 (P00096)

ACRN: BC  
CUMULATIVE AMOUNT: \$72,000  
ACCT CLASS: 974 0400 1202 184 JT01 606051 65126J 600008 59233 25700  
PRON: NMIPR049207127  
ORDER NO: NMIPR049207127-03 FUNDED AMT: (\$10,000) (P00096)

d. Paragraph G-6, Implementation of and Explanation of the Relationship of the Limitation of funds (LOF) Clause to Fee Obligations (CLINS 0003 and 0004 and CLINS 0013 and 0014) is modified as follows:

CLINS 0003 and 0004:

	PRIOR	THIS MODIFICATION	CUMULATIVE TOTAL
(1) Amount Required for Full Funding, Including Fee(s):	\$ 145,166,476	-0-	\$ 145,166,476
(2) Amount Allotted under the LOF Clause for Payment of Target Costs:	[REDACTED]		
(3) Amount Separately Obligated	[REDACTED]		

(b)(4)

001004

for Payment for Target Fee:			
(4) Total Amount Allotted and Obligated:	\$ 96,738,101	(\$ 2,000,000)	\$ 94,738,101
(5) Net Amount Required for Full Funding:	\$ 48,428,375	\$ 2,000,000	\$ 50,428,375
(6) Estimated Period of Performance the Allotted Amount will cover:	31 Dec 03		31 Dec 03

2. SECTION I – CONTRACT CLAUSES: FAR 52.216-24, LIMITATION OF GOVERNMENT LIABILITY (APR 1984) is changed to read as follows:

(a) In performing CLIN 0005/0006 of this contract, the Contractor is not authorized to make expenditures or incur obligations exceeding \$25,678,321.

(b) The maximum amount for which the Government shall be liable for CLIN 0005/0006 if this contract is terminated is \$25,678,321.

4. The following page substitutions are hereby incorporated into the contract:

DELETE

ADD

Page 13Bi, Modification P00095  
Page 14, Modification P00094  
Page 21, Modification P00094

Page 13Bi, Modification P00096  
Page 14, Modification P00096  
Page 21, Modification P00096

001005

ACRN: AT  
 CUMULATIVE AMOUNT: \$6,984,679  
 ACCT CLASS: 213 2040 5Q 5Q17 P172419E55 255Y ER3D730200 S01021  
 ER3D730200/34KJLE/4K0000

ORDER NO: ER3D730200-01 FUNDED AMT: \$1,500,000 (P00070)  
 ER3D730200-02 FUNDED AMT: \$1,500,000 (P00071)  
 ER3D730200-03 FUNDED AMT: \$1,500,000 (P00074)  
 ER3D730200-04 FUNDED AMT: \$1,500,000 (P00077)  
 ER3D730200-05 FUNDED AMT: \$2,960,000 (P00079)  
 ER3D730200-06 FUNDED AMT: (\$1,975,321) (P00094)

ACRN: AW  
 CUMULATIVE AMOUNT: \$100,000  
 ACCT CLASS: 973 0400 1202 183 JT01 606051 65126J 59241 525700  
 NMIPR039207

ORDER NO: NMIPR039207 FUNDED AMT: \$100,000 (P00079)

ACRN: AY  
 CUMULATIVE AMOUNT: \$1,000,000  
 ACCT CLASS: 214 2040 5Q 5Q17 P172419E55 255Y ER4D730000 S01021  
 ER4D730000/44KJLE/4K0000

ORDER NO: ER4D730000-01 FUNDED AMT: \$3,000,000 (P00085)  
 ER4D730000-02 FUNDED AMT: (\$2,000,000) (P00096)

CLIN 0005

ACRN: BA  
 CUMULATIVE AMOUNT: \$23,200,000  
 ACCT CLASS: 214 2040 5Q 5Q17 P172419E55 255Y ER4D731500 S01021  
 ER4D731500/44KJLE/4K0000

ORDER NO: ER4D731500-01 FUNDED AMT: \$14,000,000 (P00086)  
 ER4D731500-02 FUNDED AMT: \$ 6,500,000 (P00090)  
 ER4D731500-03 FUNDED AMT: \$ 700,000 (P00095)  
 ER4D731500-04 FUNDED AMT: \$ 2,000,000 (P00096)

ACRN: BB  
 CUMULATIVE AMOUNT: \$146,000  
 ACCT CLASS: 974 0400 1202 184 JT01 606051 65126J 600008 59233 525700  
 PRON: NMIPR049207063

ORDER NO: NMIPR049207063 FUNDED AMT: \$146,000 (P00087)

ACRN: BC  
 CUMULATIVE AMOUNT: \$72,000  
 ACCT CLASS: 974 0400 1202 184 JT01 606051 65126J 600008 59233 525700  
 PRON: NMIPR049207127

ORDER NO: NMIPR049207127-01 FUNDED AMT: \$72,000 (P00089)  
 NMIPR049207127-02 FUNDED AMT: \$10,000 (P00095)  
 NMIPR049207127-03 FUNDED AMT: (\$10,000) (P00096)

001006

G-6. IMPLEMENTATION OF AND EXPLANATION OF THE RELATIONSHIP OF THE LIMITATION OF FUNDS (LOF) CLAUSE TO FEE OBLIGATIONS: The amount of funds estimated to be required for full performance, including fee(s); the amount of funds allotted pursuant to the Contract Clause hereof entitled, Limitations of Funds; the amount of funds currently obligated for fee; and the estimated period of performance covered by the funds allotted are set forth below. Amounts obligated for fee are separate from and are not to be commingled with the amounts allotted for costs and are not available to the contractor to cover costs in excess of those allotted to the contract for cost.

- a. CLINs 0001 and 0002:
  - (1) Amount Required for Full Funding: \$ 437,946
  - (2) Amount Allotted Under the LOF Clause for Payment of Costs:  (b)(4)
  - (3) Total Amount Allotted and Obligated: \$ 440,100
  - (4) Net Amount Required for Full Funding: \$ (2,154)
  - (5) Estimated Period of Performance the Allotted Amount Will Cover: 30 Sep 99
  
- b. CLINs 0003 and 0004:
  - (1) Amount Required for Full Funding, Including Fee(s): \$145,166,476
  - (2) Amount Allotted Under the LOF Clause for Payment of Target Costs:  (b)(4)
  - (3) Amount Separately Obligated for Payment of Target Fee: 
  - (4) Total Amount Allotted and Obligated: \$ 94,738,101\*
  - (5) Net Amount Required for Full Funding: \$ 50,428,375\*
  - (6) Estimated Period of Performance the Allotted Amount Will Cover: 31 Dec 03
  
- c. CLINs 0005 and 0006:  
SUBCLIN 0005AA
  - (1) Amount Required for Full Funding, Including Fee(s): \$164,011,800\*
  - (2) Amount Allotted Under the LOF Clause for Payment of Costs: \$ -0-
  - (3) Amount Separately Obligated for Payment of Target Fee: \$ -0-
  - (4) Total Amount Allotted and Obligated: \$ -0-
  - (5) Net Amount Required for Full Funding: \$164,011,800\*
  - (6) Estimated Period of Performance the Allotted Amount Will Cover:

\*NOT-TO-EXCEED (NTE)

001007

H-8 GOVERNMENT-FURNISHED FUELS PROVIDED

Fuels as identified below will be provided through [redacted] in accordance with the clause of this contract entitled Government Property (Cost-Reimbursement, Time and Material, or Labor-Hour Contracts). From time to time the contractor may order with the supplier for partial deliveries of fuel. To assist the Contracting Officer in maintaining accountability of total orders, the contractor shall notify the Contracting Officer when fuels ordered exceed 85 percent of the amount specified below. This is requested for each fuels type listed. The contractor will be financially responsible for orders for fuels in excess of the amount stipulated below:

(b)(3)(A)  
(i)&Title 10  
Sec 130 (a)(b)

NOMENCLATURE	NATIONAL STOCK NO. (NSN)	UNIT OF ISSUE	QUANTITY AUTHORIZED AS GFP
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H-9. DESIGN SENSITIVITY TO COST (COST AS AN INDEPENDENT VARIABLE): The contractor may propose changes to the proposed design conforming to cost as an independent variable (CAIV). Those changes which do not alter the Aerostat Performance Specification (APS) may be implemented by the contractor 10 working days after notice of intent specifying the changes is provided to the government. Changes which alter the APS by reducing the requirements may only be undertaken without an equitable reduction in the estimated cost and schedule of the contract if the contractor demonstrates 1) a comparable gain in other performance requirements, 2) such changes are acceptable to the government, and 3) the change does not alter the overall estimated cost of the program. In no event, however, shall the contractor propose to reduce or alter the requirements of paragraph A.2 of Appendix A of the APS.

H-10. INCREMENTAL FUNDING OF THE CONTRACT:

a. It is expected that allotments within each fiscal year will be made on an incremental basis in accordance with the LIMITATION OF FUNDS clause.

b. Pursuant to the Limitation of Funds clause, the sum of [redacted] presently allotted to CLIN 0001 and available for payment to cover the work to be performed hereunder until 30 Sep 99. The amount of [redacted] obligated for Potential Fee for a total amount of \$440,100 for CLIN 0001.

(b)(4)

c. Pursuant to the LIMITATION OF FUNDS clause, the sum of [redacted] presently allotted to CLIN 0003 and available for payment to cover the work to be performed hereunder until 31 Dec 03. The amount of [redacted] obligated for Potential Fee (if applicable), for a total amount of \$94,738,101 for CLIN 0003.

(b)(4)

Pursuant to the LIMITATION OF FUNDS clause, the sum of [redacted] presently allotted to CLIN 0013 and available for payment to cover the work to be performed hereunder until 22 Oct 04. The amount of [redacted] obligated for Potential Fee (if applicable), for a total amount of \$30,778,000 for CLIN 0013.

(b)(4)

001008

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE	PAGE OF PAGES
				V	1   2
2. AMENDMENT/MODIFICATION NO. P00097	3. EFFECTIVE DATE 13-Sep-2004	4. REQUISITION/PURCHASE REQ NO.		5. PROJECT NO. (If applicable)	
6. IS PACE & MISSILE DEFENSE COMMAND [REDACTED] (b)(6) PO BOX 1500 HUNTSVILLE AL 35807-3801	CODE WV9113M	7. ADMINISTERED BY (If other than item 6) DCM TYNGSBORO PO BOX 688 TYNGSBORO MA 01879		CODE NONE	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) RAYTHEON COMPANY 180 HARTWELL ROAD BEDFORD MA 01730-0000				9A. AMENDMENT OF SOLICITATION NO.	
				9B. DATED (SEE ITEM 11)	
				X 10A. MOD. OF CONTRACT/ORDER NO. DASG60-98-C-0001	
				X 10B. DATED (SEE ITEM 13) 20-Aug-1998	
CODE 04164		FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended.					
Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying _____, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B). SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:					
X D. OTHER (Specify type of modification and authority) IAW FAR 52.232-22, Limitation of Funds					
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) The purpose of this modification is to provide incremental funding in the amount of \$380,000 for performance of CLIN 0005.  All other terms and conditions remain unchanged and in full force and effect.  Due to a Standard Procurement System defect, the date shown in block 10B of the SF30 may be inaccurate. That date should be 30 Jan 98.					
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.					
15A. NAME AND TITLE OF SIGNER (Type or print)			15A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)		
			[REDACTED] (b)(6)		
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA		16C. DATE SIGNED	
(Signature of person authorized to sign)		[REDACTED] (b)(6)		(b)(6) 13-Sep-2004	
		(Signature of Contracting Officer)			

EXCEPTION TO SF 30  
APPROVED BY OIRM 11-84

30-105-04

STANDARD FORM 30 (Rev. 10-83)  
Prescribed by GSA  
FAR (48 CFR) 53.243

001009

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

The following items are applicable to this modification:

SECTION A - SOLICITATION/CONTRACT FORM  
MODIFICATION

WHEREAS, pursuant to the contract clause, "Limitation of Funds," the government elects to provide an increment of funds to CLINs 0005/0006,

NOW, THEREFORE, the contract is hereby changed as described below.

1. SECTION G - CONTRACT ADMINISTRATION DATA, is modified as follows:

Paragraph G-5, Accounting and Appropriation Data (CLINs 0005 and 0006), is modified to add the following:

ACRN:	BA
CUMULATIVE AMOUNT:	\$23,580,000
ACCT CLASS:	214 2040 5Q 5Q17 P172419E55 255Y ER4D731500 S01021 ER4D731500/44KJLE/4K0000
ORDER NO:	ER4D731500-05 FUNDED AMT: \$ 380,000 (P00097)

2. SECTION I - CONTRACT CLAUSES: FAR 52.216-24, LIMITATION OF GOVERNMENT LIABILITY (APR 1984) is changed to read as follows:

(a) In performing CLIN 0005/0006 of this contract, the Contractor is not authorized to make expenditures or incur obligations exceeding \$26,058,321.

(b) The maximum amount for which the Government shall be liable for CLIN 0005/0006 if this contract is terminated is \$26,058,321.

4. The following page substitutions are hereby incorporated into the contract:

DELETE

ADD

Page 13Bi, Modification P00096

Page 13Bi, Modification P00097

001010

ACRN: AT  
 CUMULATIVE AMOUNT: \$6,984,679  
 ACCT CLASS: 213 2040 5Q 5Q17 P172419E55 255Y ER3D730200 S01021  
 ER3D730200/34KJLE/4K0000  
 ORDER NO: ER3D730200-01 FUNDED AMT: \$1,500,000 (P00070)  
 ER3D730200-02 FUNDED AMT: \$1,500,000 (P00071)  
 ER3D730200-03 FUNDED AMT: \$1,500,000 (P00074)  
 ER3D730200-04 FUNDED AMT: \$1,500,000 (P00077)  
 ER3D730200-05 FUNDED AMT: \$2,960,000 (P00079)  
 ER3D730200-06 FUNDED AMT: (\$1,975,321) (P00094)

ACRN: AW  
 CUMULATIVE AMOUNT: \$100,000  
 ACCT CLASS: 973 0400 1202 183 JT01 606051 65126J 59241 525700  
 NMIPR039207  
 ORDER NO: NMIPR039207 FUNDED AMT: \$100,000 (P00079)

ACRN: AY  
 CUMULATIVE AMOUNT: \$1,000,000  
 ACCT CLASS: 214 2040 5Q 5Q17 P172419E55 255Y ER4D730000 S01021  
 ER4D730000/44KJLE/4K0000  
 ORDER NO: ER4D730000-01 FUNDED AMT: \$3,000,000 (P00085)  
 ER4D730000-02 FUNDED AMT: (\$2,000,000) (P00096)

CLIN 0005

ACRN: BA  
 CUMULATIVE AMOUNT: \$23,580,000  
 ACCT CLASS: 214 2040 5Q 5Q17 P172419E55 255Y ER4D731500 S01021  
 ER4D731500/44KJLE/4K0000  
 ORDER NO: ER4D731500-01 FUNDED AMT: \$14,000,000 (P00086)  
 ER4D731500-02 FUNDED AMT: \$ 6,500,000 (P00090)  
 ER4D731500-03 FUNDED AMT: \$ 700,000 (P00095)  
 ER4D731500-04 FUNDED AMT: \$ 2,000,000 (P00096)  
 ER4D731500-05 FUNDED AMT: \$ 380,000 (P00097)

ACRN: BB  
 CUMULATIVE AMOUNT: \$146,000  
 ACCT CLASS: 974 0400 1202 184 JT01 606051 65126J 600008 59233 525700  
 PRON: NMIPR049207063  
 ORDER NO: NMIPR049207063 FUNDED AMT: \$146,000 (P00087)

ACRN: BC  
 CUMULATIVE AMOUNT: \$72,000  
 ACCT CLASS: 974 0400 1202 184 JT01 606051 65126J 600008 59233 525700  
 PRON: NMIPR049207127  
 ORDER NO: NMIPR049207127-01 FUNDED AMT: \$72,000 (P00089)  
 NMIPR049207127-02 FUNDED AMT: \$10,000 (P00095)  
 NMIPR049207127-03 FUNDED AMT: (\$10,000) (P00096)

001011

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1 CONTRACT ID CODE V	PAGE OF PAGES 1   3	
2 AMENDMENT/MODIFICATION NO P0008 98	3 EFFECTIVE DATE 07-Oct-2004	4 REQUISITION/PURCHASE REQ NO		5 PROJECT NO (If applicable)	
6 BUY CODE W9113M	7 ADMINISTERED BY (If other than item 6) DCM TYNGSBORO PO BOX 688 TYNGSBORO MA 01879		CODE NONE		
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) RAYTHEON COMPANY 180 HARTWELL ROAD BEDFORD MA 01730-0000			9A. AMENDMENT OF SOLICITATION NO.		
9B. DATED (SEE ITEM 11)			10A. MOD. OF CONTRACT/ORDER NO DASG60-98-C-0001		
CODE 04164 FACILITY CODE			10B. DATED (SEE ITEM 13) X 20-Aug-1998		
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended.					
Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted, or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying date, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B). A SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:					
X D. OTHER (Specify type of modification and authority) IAW FAR 52.232-22, Limitation of Funds					
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) The purpose of this modification is to provide incremental funding in the amount of \$21,474,000 for performance of CLIN 0005 and \$9,269,110 for performance of CLIN 0013.  All other terms and conditions remain unchanged and in full force and effect.  Due to Standard Procurement System defect, the date shown in block 10B of the SF30 may be inaccurate. That date should be 30 Jan 99.					
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.					
15A. NAME AND TITLE OF SIGNER (Type or print)			15A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) (b)(6)		
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)		15C. DATE SIGNED		15C. DATE SIGNED 07-Oct-2004 (b)(6)	

EXCEPTION TO SF 30  
VED BY OIRM 11-84

30-105-04

STANDARD FORM 30 (Rev. 10-83)  
Prescribed by GSA  
FAR (48 CFR) 53.243

001012

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

The following items are applicable to this modification:

SECTION A - SOLICITATION/CONTRACT FORM  
MODIFICATION

WHEREAS, pursuant to the contract clause, "Limitation of Funds," the government elects to add an increment of funds to CLINs 0005/0006, and

WHEREAS, pursuant to the contract clause, "Limitation of Funds," the government elects to add an increment of funds to CLINs 0013/0014,

NOW, THEREFORE, the contract is hereby changed as described below.

1. SECTION G - CONTRACT ADMINISTRATION DATA, is modified as follows:

a. Paragraph G-5, Accounting and Appropriation Data (CLINs 0005 and 0006), is modified to add the following:

ACRN: BH  
CUMULATIVE AMOUNT: \$21,474,000  
ACCT CLASS: 215 2040 5Q 5Q17 P172419E55 255Y ER5D730000 S01021  
ER5D730000/54KJLE/4K0000  
ORDER NO: ER5D730000-01 FUNDED AMT: \$21,474,000 (P00098)

b. Paragraph G-5, Account and Appropriation Data (CLINs 0013 and 0014), is modified to add the following:

ACRN: BJ  
CUMULATIVE AMOUNT: \$9,269,110  
ACCT CLASS: 215 2040 5Q 5Q17 P172419E55 255Y ER5D730100 S01021  
ER5D730100/54KJLE/4K0000  
ORDER NO: ER5D730100-01 FUNDED AMT: \$9,269,110 (P00098)

d. Paragraph G-6, Implementation of and Explanation of the Relationship of the Limitation of funds (LOF) Clause to Fee Obligations (CLINs 0003 and 0004 and CLINs 0013 and 0014) is modified as follows:

CLINs 0013 and 0014:

	PRIOR	THIS MODIFICATION	CUMULATIVE TOTAL
(1) Amount Required for Full Funding, Including Fee(s):	\$ 41,047,110	-0-	\$ 41,047,110
(2) Amount Allotted under the LOF Clause for Payment of Target Costs:	[REDACTED]		
(3) Amount Separately Obligated for Payment for Target Fee:	[REDACTED]		
(4) Total Amount Allotted and Obligated:	\$ 30,778,000	\$ 9,269,110	\$ 40,047,110
(5) Net Amount Required for Full Funding:	\$ 10,269,110	(\$ 9,269,110)	\$ 1,000,000
(6) Estimated Period of Performance	22 Oct 04		30 Sep 05

(b)(4)

001013

the Allotted Amount will cover:

2. SECTION I – CONTRACT CLAUSES: FAR 52.216-24, LIMITATION OF GOVERNMENT LIABILITY (APR 1984) is changed to read as follows:

(a) In performing CLIN 0005/0006 of this contract, the Contractor is not authorized to make expenditures or incur obligations exceeding \$47,532,321.

(b) The maximum amount for which the Government shall be liable for CLIN 0005/0006 if this contract is terminated is \$47,532,321.

4. The following page substitutions are hereby incorporated into the contract:

DELETE	ADD
Page 13Bii, Modification P00094	Page 13Bii, Modification P00098
Page 13D, Modification P00094	Page 13D, Modification P00098
Page 15, Modification P00094	Page 15, Modification P00098
Page 21, Modification P00096	Page 21, Modification P00098

001014

ACRN: BD  
CUMULATIVE AMOUNT: \$85,000  
ACCT CLASS: 21 4 2040 0000 5Q-5Q07 P643327S3200 S01021  
44N005/4N41JS254N/4N0000  
ORDER NO: 4N41JS254N FUNDED AMT: \$85,000 (P00091)

ACRN: BE  
CUMULATIVE AMOUNT: \$100,000  
ACCT CLASS: 214 2040 5Q 5Q17 P172419E55 255Y ER4D732100 S01021  
ER4D732100/44KJLE/4K0000  
ORDER NO: ER4D732100-01 FUNDED AMT: \$100,000 (P00092)

ACRN: BF  
CUMULATIVE AMOUNT: \$100,000  
ACCT CLASS: 21 4 2040 0000 5Q 5Q07 643327S2700 255Y S01021  
44N006/4N41JD224N/4N0000  
ORDER NO: 4N41JD224N-Basic FUNDED AMT: \$100,000 (P00093)

ACRN: BG  
CUMULATIVE AMOUNT: \$1,975,321  
ACCT CLASS: 213 2040 5Q 5Q17 P172419E55 255Y ER3D732100 S01021  
ER3D732100/34KJLE/4K0000  
ORDER NO: ER3D732100-01 FUNDED AMT: \$1,975,321 (P00094)

ACRN: BH  
CUMULATIVE AMOUNT: \$21,474,000  
ACCT CLASS: 215 2040 5Q 5Q17 P172419E55 255Y ER5D730000 S01021  
ER5D730000/54KJLE/4K0000  
ORDER NO: ER5D730000-01 FUNDED AMT: \$21,474,000 (P00098)

CLIN 0009

(a) SUBCLIN 0009AA

ACRN: AJ  
CUMULATIVE AMOUNT: \$200,000  
ACCT CLASS: 5703600 290 4750 674478 28060F 503000 F78100  
REF: NACXXX00680104  
ORDER NO/PRON: NACXXX00680104-01 FUNDED AMT: \$200,000 (P00043)

001015

CLIN 0013

ACRN: AU  
CUMULATIVE AMOUNT: \$7,970,000  
ACCT CLASS: 213 2040 5Q 5Q17 P172419E55 255Y ER3D730000 S01021  
ER3D730000/34KJLE/4K0000  
ORDER NO: ER3D730000-01 FUNDED AMT: \$ 775,000 (P00073)  
ER3D730000-02 FUNDED AMT: \$4,000,000 (P00073)  
ER3D730000-03 FUNDED AMT: \$1,000,000 (P00077)  
ER3D730000-04 FUNDED AMT: \$2,195,000 (P00078)

ACRN: AX  
CUMULATIVE AMOUNT: \$3,396,000  
ACCT CLASS: 213 2040 5Q 5Q17 P172419E55 255Y ER3D740000 S01021  
ER3D740000/34KJLE/4K0000  
ORDER NO: ER3D740000-01 FUNDED AMT: \$3,396,000 (P00080)

ACRN: AZ  
CUMULATIVE AMOUNT: \$19,412,000  
ACCT CLASS: 214 2040 5Q 5Q17 P172419E55 255Y ER4D730100 S01021  
ER4D730100/44KJLE/4K0000  
ORDER NO: ER4D730100-01 FUNDED AMT: \$14,000,000 (P00085)  
ER4D730100-02 FUNDED AMT: \$ 4,912,000 (P00087)  
ER4D730100-03 FUNDED AMT: \$ 500,000 (P00094)

ACRN: BJ  
CUMULATIVE AMOUNT: \$9,269,110  
ACCT CLASS: 215 2040 5Q 5Q17 P172419E55 255Y ER5D730100 S01021  
ER5D730100/54KJLE/4K0000  
ORDER NO: ER5D730100-01 FUNDED AMT: \$9,269,110 (P00098)

001016

d. CLINs 0011 and 0012:

(1) Amount Required for Full Funding, Including Fee(s):	\$ <u>41,558,000*</u>
(2) Amount Allotted Under the LOF Clause for Payment of Costs:	\$ <u>-0-</u>
(3) Amount Separately Obligated for Payment of Fee:	\$ <u>-0-</u>
(4) Total Amount Allotted and Obligated:	\$ <u>-0-</u>
(5) Net Amount Required for Full Funding:	\$ <u>41,558,000*</u>
(6) Estimated Period of Performance the Allotted Amount Will Cover:	

**\*NOT-TO-EXCEED (NTE)**

g. CLINs 0013 and 0014:

(1) Amount Required for Full Funding, Including Fee(s):	\$ <u>41,047,110</u>
(2) Amount Allotted Under the LOF Clause for Payment of Costs:	
(3) Amount Separately Obligated for Payment of Target Fee:	
(4) Total Amount Allotted and Obligated:	\$ <u>40,047,110</u>
(5) Net Amount Required for Full Funding:	\$ <u>1,000,000</u>
(6) Estimated Period of Performance the Allotted Amount Will Cover:	30 Sep 05

(b)(4)

h. CLINs 0015 and 0016:

SUBCLIN 00015AA:

(1) Amount Required for Full Funding, Including Fee(s):	\$ <u>8,323,376</u>
(2) Amount Allotted Under the LOF Clause for Payment of Costs:	\$ <u>-0-</u>
(3) Amount Separately Obligated for Payment of Fee:	\$ <u>-0-</u>
(4) Total Amount Allotted and Obligated:	\$ <u>-0-</u>
(5) Net Amount Required for Full Funding:	\$ <u>8,323,376</u>
(6) Estimated Period of Performance the Allotted Amount Will Cover:	

001017

H-8. GOVERNMENT-FURNISHED FUELS PROVIDED

Fuels as identified below will be provided through [redacted] in accordance with the clause of this contract entitled Government Property (Cost-Reimbursement, Time and Material, or Labor-Hour Contracts). From time to time the contractor may order with the supplier for partial deliveries of fuel. To assist the Contracting Officer in maintaining accountability of total orders, the contractor shall notify the Contracting Officer when fuels ordered exceed 85 percent of the amount specified below. This is requested for each fuels type listed. The contractor will be financially responsible for orders for fuels in excess of the amount stipulated below:

(b)(3)(A)  
(i)&Title 10  
Sec 130 (a)(b)

NOMENCLATURE	NATIONAL STOCK NO. (NSN)	UNIT OF ISSUE	QUANTITY AUTHORIZED AS GFP
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H-9. DESIGN SENSITIVITY TO COST (COST AS AN INDEPENDENT VARIABLE): The contractor may propose changes to the proposed design conforming to cost as an independent variable (CAIV). Those changes which do not alter the Aerostat Performance Specification (APS) may be implemented by the contractor 10 working days after notice of intent specifying the changes is provided to the government. Changes which alter the APS by reducing the requirements may only be undertaken without an equitable reduction in the estimated cost and schedule of the contract if the contractor demonstrates 1) a comparable gain in other performance requirements, 2) such changes are acceptable to the government, and 3) the change does not alter the overall estimated cost of the program. In no event, however, shall the contractor propose to reduce or alter the requirements of paragraph A.2 of Appendix A of the APS.

H-10. INCREMENTAL FUNDING OF THE CONTRACT:

a. It is expected that allotments within each fiscal year will be made on an incremental basis in accordance with the LIMITATION OF FUNDS clause.

b. Pursuant to the Limitation of Funds clause, the sum of [redacted] is presently allotted to CLIN 0001 and available for payment to cover the work to be performed hereunder until 30 Sep 99. The amount of [redacted] obligated for Potential Fee for a total amount of \$440,100 for CLIN 0001.

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

c. Pursuant to the LIMITATION OF FUNDS clause, the sum of [redacted] is presently allotted to CLIN 0003 and available for payment to cover the work to be performed hereunder until 31 Dec 03. The amount of [redacted] is obligated for Potential Fee (if applicable), for a total amount of \$94,738,101 for CLIN 0003.

Pursuant to the LIMITATION OF FUNDS clause, the sum of [redacted] is presently allotted to CLIN 0013 and available for payment to cover the work to be performed hereunder until 30 Sep 05. The amount of [redacted] obligated for Potential Fee (if applicable), for a total amount of \$40,047,110 for CLIN 0013.

(b)(4)

001018

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		CONTRACT NUMBER V	PAGE OF PAGES 1   3
1. AMENDMENT/MODIFICATION NO. 3 99	2. EFFECTIVE DATE 07-Feb-2005	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (if applicable)
6. ADMIN BY CODE W9113M US ARMY SPACE & MISSILE OFFENSE COMMAND [REDACTED] (b)(6) HUNTSVILLE AL 35897-0001	7. ADMINISTERED BY (if other than item 6) DCM TYNGSBORO PO BOX 888 TYNGSBORO MA 01873	8. CODE	NONE
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) RAYTHEON COMPANY 180 HARTWELL ROAD BEDFORD MA 01730-0000		9A. AMENDMENT OF SOLICITATION NO.	[REDACTED]
CODE 04164		9B. DATED (SEE ITEM 11)	
FACILITY CODE		X 10A. MOD OF CONTRACT/ORDER NO DASG60-98-C-0001	
		X 10B. DATED (SEE ITEM 13) 20-Aug-1998	
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS			
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15 and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.			
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule			
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.			
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.			
THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B)			
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:			
X D. OTHER (Specify type of modification and authority) Special Contract Requirements Paragraph H-3, OPTIONS			
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.			
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  A portion of Option CLIN 0000 is hereby exercised and funded as set forth below  CLIN 0009AA [REDACTED] CLIN 0009AB Materials [REDACTED] (b)(4)			
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as hereinafter changed, remains unchanged and in full force and effect.			
15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) (b)(6)	
15B. CONTRACTOR/OFFEROR		16B. UNITED STATES OF AMERICA [REDACTED]	
15C. DATE SIGNED		16C. DATE SIGNED 07-Feb-2005 (b)(6)	
(Signature of person authorized to sign)		(Signature of Contracting Officer)	

NON TO SF 30  
REV BY GIRM 11-84

30-105-04

STANDARD FORM 30 (Rev. 10-83)  
Prescribed by GSA  
FAR 148 CFR 53.243

001019

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

1. As a result of the option exercise, the contract amount is increased by \$260,000. Standard Form 26, Block 15G, is increased accordingly, from \$187,121,532 to \$187,381,532.

2. Section B, Paragraph B-1, CLIN 0009AA and 0009AB are modified as follows:

a. CLIN 0009AA Available Direct Productive person Hours (DPPH) is reduced by [REDACTED] DPPH, from [REDACTED] to [REDACTED]. Amount is decreased by [REDACTED] to \$13,464,229. Exercised DPPH is increased by [REDACTED] DPPH, from [REDACTED] to [REDACTED]. Amount is increased by [REDACTED]. (b)(4)

b. CLIN 0009AB Available Material Dollars is decreased by \$3,455, from \$5,433,402 to \$5,429,947. Exercised Material Dollars is increased by \$3,455, from \$94,894 to \$98,349. (b)(4)

3. Section G, Paragraph G-5, CCOUNTING AND APPROPRIATION DATA, is modified to add the following:

SubCLIN 0009AA.

ACRN: BK  
ACCT CLASS: 215 2040 5Q17 P172419E55 255Y ER5D731100 S01021 R5D731100/54KJLE/4K0000 ORDER  
NO: ER5D731100-01 FUNDED AMOUNT: [REDACTED]

SubCLIN 0009AB:

ACRN: BK  
ACCT CLASS: 215 2040 5Q17 P172419E55 255Y ER5D731100 S01021 R5D731100/54KJLE/4K0000 ORDER  
NO: ER5D731100-01 FUNDED AMOUNT: \$3,455 (P00099)

4. Section G, Paragraph G-6, IMPLEMENTATION OF THE RELATIONSHIP OF THE LIMITATION OF FUNDS (LOF) CLAUSE TO FEE OBLIGATIONS, is modified as described below:

SUBCLIN 0009AA

	PRIOR	THIS MODIFICATION	CUMULATIVE TOTAL
(1) Amount Required for Full Funding, Including Fee(s):	\$14,095,880	-0-	\$14,095,880
(2) Amount Allotted under the LOF Clause for Payment of Costs:	[REDACTED]	[REDACTED]	[REDACTED] (b)(4)
(3) Amount Separately Obligated for Payment of Fee:	[REDACTED]	[REDACTED]	[REDACTED]
(4) Total Amount Allotted and Obligated:	\$ 375,106	[REDACTED]	\$ 631,651 [REDACTED]
(5) Net Amount Required for Full Funding:	\$13,720,774	(\$256,545)	\$13,464,229

[REDACTED]

(b)(6)

001020

SUBCLIN 0009AB

	PRIOR	THIS MODIFICATION	CUMULATIVE TOTAL
(1) Amount Required for Full Funding, Including Fee(s):	\$5,528,296	-0-	\$5,528,296
(2) Amount Allotted under the LOF Clause for Payment of Costs:	[REDACTED]		
(3) Amount Separately Obligated for Payment of Fee:	[REDACTED]		
(4) Total Amount Allotted and Obligated:	\$ 94,894	\$3,455	\$ 98,349
(5) Net Amount Required for Full Funding:	\$5,433,402	(\$3,455)	\$5,429,947

(b)(4)

5. The following page substitutions are hereby incorporated into the contract:

DELETE

Page 1, Modification P00089  
Page 3B, Modification P00084  
Page 13C, Modification P00076  
-----  
Page 14B, Modification P00076  
Page 14C, Modification P00069

ADD

Page 1, Modification P00099  
Page 3B, Modification P00099  
Page 13C, Modification P00099  
Page 13Ci, Modification P00099  
Page 14B, Modification P00099  
Page 14C, Modification P00099

001021

MODIFICATION P00099  
PREVIOUS P00089

<b>AWARD/CONTRACT</b>		1. THIS CONTRACT IS A MODIFICATION TO CONTRACT NUMBER <b>DD-47</b>		PAGE OF <b>49</b>	
2. AWARD DATE <b>98 Jan 30</b>		3. CONTRACT VALUE <b>187,381,532</b>		4. ORDER NO. <b>DD-47-00001</b>	
5. AWARDING AGENCY <b>ARMY SPACE AND MISSILE DESIGN COMMAND ATR &amp; ACC, MET OPL, SBSC-CM-CN P.O. BOX 1808, HUNTSVILLE, AL 35897-2897</b>		6. ADDRESS OF CONTRACTOR <b>DEFENSE LOGISTICS AGENCY P.O. BOX 920 Baltimore, MD 21076</b>		7. DATE AND ADDRESS OF CONTRACTOR'S OFFICE	
8. CONTRACTOR NAME <b>BAYTECH COMPANY c/o BAYTECH SYSTEMS COMPANY 100 BAYTOWN ROAD BAYFORD, VA 01730</b>		9. CONTRACT TYPE <input type="checkbox"/> FIRM PRICE <input checked="" type="checkbox"/> COST PLUS PERCENTAGE		10. CONTRACT TYPE <input type="checkbox"/> FIRM PRICE <input checked="" type="checkbox"/> COST PLUS PERCENTAGE	
11. CONTRACT VALUE <b>187,381,532</b>		12. CONTRACT VALUE BY CATEGORY <b>187,381,532</b>		13. CONTRACT VALUE BY CATEGORY <b>187,381,532</b>	
14. CONTRACT VALUE BY CATEGORY <b>187,381,532</b>		15. CONTRACT VALUE BY CATEGORY <b>187,381,532</b>		16. CONTRACT VALUE BY CATEGORY <b>187,381,532</b>	
17. CONTRACT VALUE BY CATEGORY <b>187,381,532</b>		18. CONTRACT VALUE BY CATEGORY <b>187,381,532</b>		19. CONTRACT VALUE BY CATEGORY <b>187,381,532</b>	

(b)(6)

001022

<u>CLIN</u>	<u>SUPPLIES OR SERVICES</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>AMOUNT</u>
0009AA	Available Direct Productive Person Hours (DPPH)		See B-10	[REDACTED] (b)
	Exercised DPPH		See B-10	
0009AB	Available Material Dollars		See B-10	[REDACTED]
	Exercised Material Dollars		See B-10	
0015AA	Available Direct Productive Person Hours (DPPH)		See B-16	[REDACTED]
	Exercised DPPH	-0-	See B-16	
0015AB	Available Material Dollars		See B-16	[REDACTED] (b)
	Exercised Material Dollars		See B-16	

001023

ACRN: AK  
CUMULATIVE AMOUNT: \$85,000  
ACCT CLASS: 9700400 2520 0603173C 2564 [REDACTED] 0101129881 012123  
REF: [REDACTED] 0101129881  
ORDER NO/PRON: [REDACTED] 0101129881-2 FUNDED AMT: \$50,000 (P00043)  
[REDACTED] 0101129881-03 FUNDED AMT: \$35,000 (P00045)

(b)(3)(A)  
(i)&Title  
10 Sec  
130 (a)(b)

ACRN: AL  
CUMULATIVE AMOUNT: \$45,000  
ACCT CLASS: 2102040 36 9618 P172419E55 255Y ER0D731900 S01021  
ER0D731900/0YYJLE/H  
ORDER NO/PRON: ER0D731900-01 FUNDED AMT: \$45,000 (P00048)

ACRN: AQ  
CUMULATIVE AMOUNT: \$45,106  
ACCT CLASS: 2112040 36 9618 P172419E55 255Y ER1D732000 S01021  
ER1D732000/1HHJLE/H  
ORDER NO/PRON: ER1D732000-01 FUNDED AMT: \$45,106 (P00057)

ACRN: AV  
CUMULATIVE AMOUNT: \$0  
ACCT CLASS: 213 2040 5Q 5117 P172419E55 255Y ER3D731000 S01021  
ER3D731000/34KJLE/4K0000  
ORDER NO/PRON: ER3D731000-01 FUNDED AMT: \$250,000 (P00075)  
ER3D731000-02 FUNDED AMT: (\$250,000) (P00076)

ACRN: BK  
ACCT CLASS: 215 2040 5Q17 P172419E55 255Y ER5D731100 S01021  
R5D731100/54KJLE/4K0000  
ORDER NO: ER5D731100-01 FUNDED AMT: \$256,545 (P00099)

001024

(b) SUBCLIN 0009AB:

ACRN: AQ  
CUMULATIVE AMOUNT: \$59,894  
ACCT CLASS: 2112040 36 9618 P172419E55 255Y ER1D732000 S01021  
ER1D732000/1HHJLE/H  
ORDER NO/PRON: ER1D732000-01 FUNDED AMT \$24,894 (P00057)  
ER1D732000-02 FUNDED AMT \$35,000 (P00069)

ACRN : AR  
CUMULATIVE AMONT: \$35,000  
ACCT CLASS: 212 2040 5Q 5Q17 P172419E55 255Y ER2D731400 S01021  
ER2D731400/24KJLE/4K0000  
ORDER NO/PRON: ER2D731400-01 FUNDED AMT: \$35,000 (P00057)

ACRN: BK  
ACCT CLASS: 215 2040 5Q17 P172419E55 255Y ER5D731100 S01021  
R5D731100/54KJLE/4K0000  
ORDER NO: ER5D731100-01 FUNDED AMT: \$3,455 (P00099)

001025

SUBCLIN 0007AB

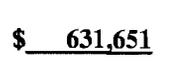
- (1) Amount Required for Full Funding, Including Fee(s): \$ 10,868,600\*
- (2) Amount Allotted Under the LOF Clause for Payment of Costs: \$ -0-
- (3) Amount Separately Obligated for Payment of Target Fee: \$ -0-
- (4) Total Amount Allotted and Obligated: \$ -0-
- (5) Net Amount Required for Full Funding: \$ 10,868,600\*
- (6) Estimated Period of Performance the Allotted Amount Will Cover:

SUBCLIN 0007AC

- (1) Amount Required for Full Funding, Including Fee(s): \$ 61,868,600\*
- (2) Amount Allotted Under the LOF Clause for Payment of Costs: \$ -0-
- (3) Amount Separately Obligated for Payment of Target Fee: \$ -0-
- (4) Total Amount Allotted and Obligated: \$ -0-
- (5) Net Amount Required for Full Funding: \$ 61,868,600\*
- (6) Estimated Period of Performance the Allotted Amount Will Cover:

e. CLINs 0009 and 0010:

SUBCLIN 0009AA:

- (1) Amount Required for Full Funding, Including Fee(s): \$ 14,095,880
- (2) Amount Allotted Under the LOF Clause for Payment of Costs: 
- (3) Amount Separately Obligated for Payment of Fee:  (b)(4)
- (4) Total Amount Allotted and Obligated: \$ 631,651
- (5) Net Amount Required for Full Funding: \$ 13,464,229
- (6) Estimated Period of Performance the Allotted Amount Will Cover:

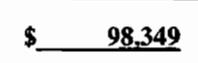
\*NOT-TO-EXCEED (NTE)

001026

RAYTHEON COMPANY

MODIFICATION P00099 TO  
CONTRACT DASG60-98-C-0001  
PAGE 14C OF 49 PAGES  
PREVIOUS: MOD P00069

SUBCLIN 0009AB:

- |   |   |
|---|---|
| (1) Amount Required for Full Funding, Including Fee(s):             | \$ <u>5,528,296</u>   |
| (2) Amount Allotted Under the LOF Clause for Payment of Costs:      |  |
| (3) Amount Separately Obligated for Payment of Fee:                 |  |
| (4) Total Amount Allotted and Obligated:                            | \$ <u>98,349</u>  |
| (5) Net Amount Required for Full Funding:                           | \$ <u>5,429,947</u>   |
| (6) Estimated Period of Performance the Allotted Amount Will Cover: |   |

(b)(4)

001027

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			CONTRACT NUMBER V	PAGE NO. OF PAGES 1 17
1. AMENDMENT/MODIFICATION NO. P00100	2. EFFECTIVE DATE 6 APR 05	3. REQUISITION/PURCHASE REQ. NO.	4. FISCAL YEAR (if applicable)	
5. ISSUED BY [REDACTED] (b)(6) [REDACTED] (b)(6) [REDACTED] (b)(6)	6. NIBS W9113M	7. ADMINISTERED BY (if different from 5) [REDACTED] (b)(6) [REDACTED] (b)(6) [REDACTED] (b)(6) [REDACTED] (b)(6) [REDACTED] (b)(6)		
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) [REDACTED] (b)(6) [REDACTED] (b)(6) [REDACTED] (b)(6)		9A. AMENDMENT OF SOLICITATION NO.		
		9B. DATED (SEE ITEM 11)		
		X 10A. MOD. OF CONTRACT ORDER NO. DASG60-98-C-0001		
		X 10B. DATED (SEE ITEM 13) 20-Aug-1998		
CODE 04184		FACILITY CODE		
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended <input type="checkbox"/> is not extended				
Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted or received by separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.				
12. ACCOUNTING AND APPROPRIATION DATA (if required) See Schedule				
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.				
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.				
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).				
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF FAR 52.243-2, Changes - Cost Reimbursement, Alternate V.				
D. OTHER (Specify type of modification and authority)				
E. IMPORTANT Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.				
DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter (if feasible). Standard Procurement System defect, the date shown in block 10B of the SF30 may be inaccurate. That date should be 30 Jan 98.				
The contract is hereby changed as described herein				
Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.				
15A. NAME AND TITLE OF SIGNER (Type or print) [REDACTED] (b)(6)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) [REDACTED] (b)(6)		
15C. DATE SIGNED 4/5/2005		16C. DATE SIGNED [REDACTED] (b)(6) 6 APR 05		
(Signature of person authorized to sign)		(Signature of Contracting Officer)		

EXCEPTION TO SF 30  
APPROVED BY OIRM 11-84

30-105-04

STANDARD FORM 30 (Rev. 10-83)  
Prescribed by GSA  
FAR 48 CFR 1.51-243

MOD  
P00100  
NOT ISSUED

001028

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

**The following items are applicable to this modification:**

SECTION A - SOLICITATION/CONTRACT FORM  
MODIFICATION

Whereas, pursuant to FAR 52.243-2, "Changes – Cost Reimbursement Alternate V," the government elects to change the contract (this modification revises modification P00050, P00061, and P00086) as reflected herein, and

NOW, THEREFORE, the contract is changed as follows:

1. SECTION B- SUPPLIES OR SERVICES AND PRICES/COSTS:

a. Paragraph B-1. Line Item Description of the contract is changed to delete the Contract Line Item Number (CLIN) structure in the contract and replace it with the CLIN structure shown below:

B-1. LINE ITEM DESCRIPTION: In accordance with this contract, the contractor, independently and not as an agent of the Government, shall provide all necessary materials, labor, equipment, and facilities, except as specified herein to be furnished by the Government, and shall do all that which is necessary or incident to the satisfactory and timely performance of the following Contract Line Item Number (CLIN):

<u>CLIN</u>	<u>SUPPLIES OR SERVICES</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>AMOUNT</u>
<b><u>BASIC (SEGMENT 1)</u></b>				
0001	Risk Mitigation – Statement of Work SW-JLENS-16-97, titled "JLENS Program," incorporated herein and attached as set forth in Part III, Section J, hereof. Paragraphs for Risk Mitigation in said Statement of Work and the contractor's Risk Mitigation Approach attached to this contract as Attachment A6.	1	Task	\$ 437,946
0002	Contract Data Requirements List (CDRL), DD Form 1423, Exhibit A, consisting of Exhibit Line Item Nos. A001, A002, A004, A006, A008, A015, A019 and A020 incorporated herein and attached as set forth in Part III, Section J, hereof.	1	Lot	Not Separately Priced
0003	JLENS System: Design, Development, Fabrication, Integration, and Test – Statement of Work SW-JLENS-16-97, titled "JLENS Program," incorporated herein and attached as set forth in Part III, Section J, hereof.	1	Task	\$145,166,476
0004	Contract Data Requirements List (CDRL), DD Form 1423, Exhibit A, consisting of Exhibit Line Item Nos. A001 through A031, incorporated herein and attached as set forth in Part III, Section J, hereof.	1	Lot	Not Separately Priced
0005	JLENS System – Statement of Work SW-JLENS-16-97, titled "JLENS Program, CLINs 0003, 0005, 0007, 0009, 0011" incorporated herein and attached as set forth in Part III, Section J, hereof.			

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0005AA	JLENS Technology Development; Statement of Work as specifically described therein	1	Task	\$ 68,856,708*
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**OPTION IA**

0005AB	JLENS System Development & Demonstration; Statement of Work as specifically described therein.	1	Task	\$700,935,118*
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**OPTION IB**

0005AC	JLENS System 5th Platform	1	Task	\$ 17,362,936
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0006	Contract Data Requirements List (CDRL), DD Form 1423, Exhibit A, consisting of Exhibit Line Item Nos. A001 through A020 and A023 through A028, incorporated herein and attached as set forth in Part III, Section J, hereof.	1	Lot	Not Separately Priced
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**OPTION II**

0007	SuR: Design, Development, Fabrication, Integration, Test and Demonstration – Statement of Work SW-JLENS-16-97, titled “JLENS Program, CLINs 0003, 0005, 0007, 0009, 0011” incorporated herein and attached as set forth in Part III, Section J, hereof.			
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0007AA	SuR Design, Fabrication, Integration, Test	1	Task	\$185,932,600*
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0007AB	Mobile Mooring Station	1	Task	\$ 10,868,600*
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0007AC	Leave Behind Capability including Ground Support Equipment	1	Task	\$ 61,868,600*
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0008	Contract Data Requirements List (CDRL), DD Form 1423, Exhibit A, consisting of Exhibit Line Item Nos. A001 through A020 and A023 through A031, incorporated herein and attached as set forth in Part III, Section J, hereof.	1	Lot	Not Separately Priced
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**OPTION III**

0009	Component Demonstrations/Exercises – Statement of Work SW-JLENS-16-97, titled “JLENS Program, CLINs 0003, 0005, 0007, 0009, 0011” incorporated herein and attached as set forth in Part III, Section J, hereof.	See B-14		
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0009AA	Level-of-Effort (Includes labor,travel, subcontracts)	See B-14		\$14,095,880
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0009AB	Materials	See B-14		\$ 5,528,296
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0010	Contract Data Requirements List (CDRL), DD Form 1423, Exhibit A, consisting of Exhibit Line Item Nos. A001, A002, A005, A006, A010, A012, A013, A015, A016, A017, A018, A019, A020, A021 and A025, incorporated herein and attached as set forth in Part III, Section J, hereof.	1	Lot	Not Separately Priced
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**OPTION IV**

001030

0011	Operations & Sustainment (O&S) Support – Statement of Work SW-JLENS-16-97, titled “JLENS Program, CLINs 0003, 0005, 0007, 0009, 0011” incorporated herein and attached as set forth in Part III, Section J, hereof.	1	Task	\$ 41,558,000*
0012	Contract Data Requirements List (CDRL), DD Form 1423, Exhibit A, consisting of Exhibit Line Item Nos. A001, A002, A005, A006, A010, A012, A018, A019, A020, A021, A023, A025, incorporated herein and attached as set forth in Part III, Section J, hereof.	1	Lot	Not Separately Priced
<b>BASIC</b>				
0013	Spiral 1 – COTS – Based System  Statement of Work SW-JLENS-16-97, titled “JLENS Program, Spiral 1”, incorporated herein and attached as set forth in Part III, Section J, hereof.	1	Task	\$41,047,110
0014	Contract Data Requirements List (CDRL), DD Form 1423, Exhibit A, consisting of Exhibit Line Item Nos. A001, A002, A003, A005, A006, A008 through A020, A022, A023, and A025 through A028 incorporated herein and attached as set forth in Part III, Section J, hereof.	1	Lot	Not Separately Priced
<b><u>OPTION V</u></b>				
0015	Operations & Sustainment – Statement of Work SW-JLENS-16-97, titled “JLENS Program, Spiral 1”, incorporated herein and attached as set forth in Part III, Section J, hereof. Paragraphs 1.1, 1.2, 1.3, 2.1, 2.2, 2.3, 2.4, 2.5, 2.6.1, 2.9, 3.1, 3.4, 3.5.1, 3.5.6, 3.7, 3.8, 5.6, 6.1.2, 6.1.3, 6.1.4, 6.1.5, 6.1.6, 6.2, 6.3, 6.4, 7.0, and 8.0	See B-15		
0015AA	Level-of-Effort (Includes labor and travel)	See B-15		\$8,323,376
0015AB	Materials	See B-15		\$ 250,378
0016	Contract Data Requirements List (CDRL), DD Form 1423, Exhibit A, consisting of Exhibit Line Item Nos. A001, A002, A005, A006, A010, A012, A017 through A023, and A025, incorporated herein and attached as set forth in Part III, Section J, hereof.	1	Lot	Not Separately Priced

\*Not-to-Exceed (NTE) subject to downward negotiations only.

c. The following has been added to Clause B-9, INCENTIVE FEE:

INCENTIVE FEE FOR CLINs 0005/0006:

SUBCLIN 0005AA: RESERVED

SUBCLIN 0005AB: RESERVED

SUBCLIN 0005AC:

001031 .

In accordance with General Provisions FAR 52.216-7, entitled "Allowable Cost and Payments", and FAR 52.216-10, entitled "Incentive Fee", the total amount for reimbursement of cost and fee for performance under CLINs 0005AC and 0006 is set forth below:

Target Cost [REDACTED] (b)(4)  
Target Fee [REDACTED]  
Incentive Arrangement: Maximum Fee - [REDACTED] (b)(4)  
Minimum Fee - [REDACTED]

Underrun: [REDACTED] Contractor for the amount by which the total allowable cost is less than the target cost until maximum fee is attained.  
Overrun: [REDACTED] Contractor for the amount by which the total allowable cost exceeds the target cost until minimum fee is attained.

FAR 52.216-10 INCENTIVE FEE

Paragraph (e)(1) is stated as follows:

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

(b)(4)

d. The following clauses have been changed in Section B:

(1) B-4. TARGET COST, TARGET FEE, MINIMUM INCENTIVE FEE, MAXIMUM INCENTIVE FEE, AND INCENTIVE ARRANGEMENT FOR CLINs 0005/0006:

SUBCLIN 0005AA

a. Target cost: TBD  
b. Target fee: TBD  
c. Minimum incentive fee: TBD  
d. Maximum incentive fee: TBD  
e. Total target cost and target fee: \$68,856,708\*

SUBCLIN 0005AB

a. Target cost: TBD  
b. Target fee: TBD  
c. Minimum incentive fee: TBD  
d. Maximum incentive fee: TBD  
e. Total target cost and target fee: \$700,935,118\*

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**\*NOT-TO-EXCEED (NTE) SUBJECT TO DOWNWARD NEGOTIATIONS ONLY.**

SUBCLIN 0005AC

- a. Target cost:
- b. Target fee:
- c. Minimum incentive fee:
- d. Maximum incentive fee:
- e. Total target cost and target fee: \$ 17,362,936



(b)(4)

(2) B-11. COMPLETION TYPE COST REIMBURSEMENT CONTRACT:

a. Performance of Contract Line Items 0001/0002, 0003/0004, 0005AA/0006, 0005AB/0006 (if exercised), 0005AC/0006 (if exercised), 0007/0008 (if exercised), 0011/0012 (if exercised), and 0013/0014 shall be accomplished on a completion basis as defined in FAR 16.306(d)(1). Pending satisfactory completion of the task, fee payments are provisional and are not final. Fee payments will not become final unless and until the contractor performs the task required by CLIN/SubCLINs 0003, 0005AA, 0005AB (if exercised), 0005AC (if exercised), 0007 (if exercised), 0011 (if exercised), and 0013 and delivers data required by CLINs 0006, 0008 (if exercised), 0012 (if exercised), and 0014 and such are accepted by the Government as being satisfactory. Fee payments for CLINs 0003, 0005, and 0013 will also not become final unless and until completion of the milestones listed in F-5. In the event the task cannot be completed by the contractor within the estimated cost of the CLIN, the Government may require completion of the task without increase in fee, provided the Government increases the estimated cost of the CLIN under the LIMITATION OF COST or FUNDS contract clause.

b. CLIN 0001 will be considered complete based upon the completion of the statement of work requirements.

c. CLIN 0003 will be considered complete based upon the completion of the milestones listed in F-5 and the statement of work requirement.

d. CLIN 0005: SubCLIN 0005AA, SubCLIN 0005AB (if exercised), and SubCLIN 0005AC (if exercised) will be considered complete based upon the completion of the milestones listed in F-5 and the statement of work requirement.

e. CLIN 0007 (if exercised) will be considered complete based upon the completion of the statement of work requirements.

f. CLIN 0011 (if exercised) will be considered complete based upon completion of the statement of work requirements.

g. CLIN 0013 will be considered complete based upon the completion of the milestones listed in F-5 and the statement of work requirement.

h. CLINs 0002, 0004, 0006, 0008 (if exercised), 0012 (if exercised), and 0014 will be considered complete based upon a determination that all data and reports have been submitted and accepted, as set forth in Block 8 of each exhibit line item number of the DD Form 1423.

(3) B-12. SEPARATE APPLICATION OF FUNDING: The Limitation of Funds and Allowable Cost and Payments clauses apply separately to each of CLIN/SubCLIN sets: 0001/0002, 0003/0004, 0005AA/0006, 0005AB/0006, 0005AC/0006, 0007/0008, 0009/0010, 0011/0012, 0013/0014 and 0015/0016.

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2. SECTION F – DELIVERIES OR PERFORMANCE is changed as follows:

a. Paragraph F-1, COMPLETION OF REQUIREMENT, is changed as follows:

a. The contractor shall complete the task required by CLIN 0001 and complete delivery of all data and reports required by CLIN 0002 by 30 Aug 1999.

b. The contractor shall complete the task required by CLIN 0003 no later than 30 Dec 2003. The contractor shall complete delivery of all data and reports required by CLIN 0004 by 31 Mar 2004.

c. The contractor shall complete the task required by CLINs 0005 and 0006 as follows:

1) The contractor shall complete the task required by SubCLIN 0005AA and complete delivery of all data and reports required by CLIN 0006 by 30 Sep 2005.

2) The contractor shall complete the task required by SubCLIN 0005AB and complete delivery of all data and reports required by CLIN 0006 by 30 Sep 2010, if exercised.

3) The contractor shall complete the task required by SubCLIN 0005AC and complete delivery of all data and reports required by CLIN 0006 by 31 Jul 2010, if exercised.

d. The contractor shall complete the task required by CLIN 0007 and complete delivery of all data and reports required by CLIN 0008 by 30 Sep 2008 for each SubCLIN, if exercised.

e. The contractor shall provide all level of effort, data, and reports required by CLINs 0009 and 0010 by 30 Sep 2005.

f. The contractor shall complete the task required by CLIN 0011 and complete delivery of all data and reports required by CLIN 0012 by 30 Sep 2012.

g. The contractor shall complete the task required by CLIN 0013 no later than 30 Jun 2005. The contractor shall complete delivery of all data and reports required by CLIN 0014 by 30 Sep 2005.

h. The contractor shall complete the task required by CLIN 0015 and complete delivery of all data and reports required by CLIN 0016 by 30 Sep 2007.

b. Paragraph F-5, MILESTONE EVENTS AND PERFORMANCE PERIOD, for CLIN 0005 is deleted and replaced with the following:

MILESTONE EVENT	TIME PERIOD
<u>CLIN 0003 – PTIR System</u>	
FP Demo	Second Quarter FY 00
PTIR Hardware PDR	First Quarter FY 01
PTIR Hardware CDR	Fourth Quarter FY 01
Tether CDR	Second Quarter FY 02
	Fourth Quarter FY 02
	Second Quarter FY 03

(b)(3)(A)  
(i)&Title 10  
Sec 130 (a)(b)

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Tether Test	Second Quarter FY 03	
PTIR SRS Released	Fourth Quarter FY 03	
	Third Quarter FY 03	(b)(3)(A) (i)&Title 10 Sec 130 (a)(b)
Master Test Plan (Draft)	Fourth Quarter FY 03	
<u>CLIN 0005</u>		
SUBCLIN 0005AA		
Logistics Planning Documents	First Quarter FY 04	
Draft Master Test Plan	Third Quarter FY 04	
PTIR Build 1 SRS Released	First Quarter FY 05	
System Requirements Review (SRR)	Second Quarter FY 05	
	Fourth Quarter FY 05	(b)(3)(A) (i)&Title 10 Sec 130 (a)(b)
System Functional Review	Fourth Quarter FY 05	
Master Test Plan	Fourth Quarter FY 05	
SUBCLIN(s) 0005AB/0005AC		
Platform PDR (Part 1 System PDR)	Second Quarter FY 06	
Platform CDR	Fourth Quarter FY 06	
System ICD	Fourth Quarter FY 06	
Processing Station & CP PDR (Part 2 System PDR)	First Quarter FY 07	
Mil O&S PDR	First Quarter FY 08	
System Integration Laboratory (SIL) Functional Verification Test (FVT)	Second Quarter FY 07	
Processing Station & CP CDR	Third Quarter FY 07	
Precision Track Illumination Radar (PTIR) 	Fourth Quarter FY 07	(b)(3)(A) (i)&Title 10 Sec 130 (a)(b)
System CDR	First Quarter FY 08	
PTIR #1 FVT Complete	Second Quarter FY 08	
	Second Quarter FY 08	(b)(3)(A) (i)&Title 10 Sec 130 (a)(b)
Orbit Test (SDD #1) Complete	Third Quarter FY 08	
	First Quarter FY 09	

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Orbit FVT Test (SDD #2) Complete	Second Quarter FY 09	
Production Readiness Review	Second Quarter FY 09	
Contractor Test Report (Elevated)	Second Quarter FY 09	
Processing Station Software  Build 4 Demonstration	Fourth Quarter FY 09	(b)(3)(A) (i)&Title 10 Sec 130 (a)(b)
Log Demo Complete	First Quarter FY 10	
JTA-A Certification Complete	First Quarter FY 10	
PQT Complete/Contractor Final Test Report/DD 250	Second Quarter FY 10	
<u>CLIN 0007</u>		
SUBCLIN 0007AA - SuR		
Sur Risk Reduction IPR	Third Quarter FY 05	
SuR Preliminary Design Review	Third Quarter FY 05	
SuR Critical Design Review	Second Quarter FY 06	
	First Quarter FY 08	(b)(3)(A) (i)&Title 10 Sec 130 (a)(b)
SuR Delivery	Fourth Quarter FY 08	
SUBCLIN 0007AB - SuR		
Mobile Mooring Station Delivery	Fourth Quarter FY 08	
SUBCLIN 0007AC - SuR		
Leave Behind Capability Including GSE	Fourth Quarter FY 08	
SUBCLIN 0007AD - PDRR		
SuR Launch and Recovery	Fourth Quarter FY 05	
<u>CLIN 0011</u>		
Deliver Final Report	Twenty-four Months after exercise of Option	
<u>CLIN 0013 - Spiral 1</u>		
System Requirements Review	Second Quarter FY 03	
System Functional Review	Third Quarter FY 03	
Spiral 1 Radar IPR	Fourth Quarter FY 03	

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Platform IPR	First Quarter FY 04
Communication Payload IPR	Second Quarter FY 04
Processing Station IPR	Third Quarter FY 04
SIL Demonstration	Fourth Quarter FY 04
Spiral I Radar FVT	Third Quarter FY 05
Spiral I Platform FVT	First Quarter FY 05
Integration Testing	Second Quarter FY 05
	Third Quarter FY 05
	Fourth Quarter FY 05

(b)(3)(A)  
(i)&Title 10  
Sec 130 (a)(b)

c. Paragraph F-6, DD 250 (Applicable to CLIN 0005 only), is added as follows:

The signing of the DD 250's for the SDD units will occur upon successful completion of the Product Qualification Test (PQT) and acceptance of the final Test Report under CDRL A016 (notionally Second Quarter FY 10). This process will verify compliance to the system specification.

3. SECTION G - CONTRACT ADMINISTRATION DATA.

a. Paragraph G-3, CONTRACTING ACTIVITY REPRESENTATIVE, is modified to read as follows:

Contract Matters

NAME:  
ORGANIZATIONAL CODE:  
TELEPHONE NUMBERS:  
COMMERCIAL:  
DEFENSE SWITCHED NETWORK (DSN):



(b)(6)

(b)(6)  
(b)(6)  
(b)(6)  
(b)(6)

b. Paragraph G-5, ACCOUNTING AND APPROPRIATION DATA is modified to add the following:

CLINS 0003:

ACRN: AT  
CUMULATIVE AMOUNT: \$6,984,678.52  
ACCT CLASS: 213 2040 5Q 5Q17 P172419E55 255Y ER3D730200 S01021  
ER3D730200/34KJLE/4K0000  
ORDER NO: ER3D730200-07 FUNDED AMT: (\$0.48) (P00101)

CLINs 0005AA:

ACRN: BA  
CUMULATIVE AMOUNT: \$24,077,878  
ACCT CLASS: 214 2040 5Q 5Q17 P172419E55 255Y ER4D731500 S01021  
ER4D731500/44KJLE/4K0000

001037

ORDER NO: ER4D731500-06 FUNDED AMT: \$300,000 (P00101)  
 ER4D731500-07 FUNDED AMT: \$ 878 (P00101)  
 ER4D731500-08 FUNDED AMT: \$150,000 (P00101)  
 ER4D731500-09 FUNDED AMT: \$ 47,000 (P00101)

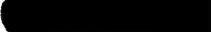
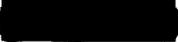
ACRN: BH  
 CUMULATIVE AMOUNT: \$24,899,332  
 ACCT CLASS: 215 2040 5Q 5Q17 P172419E55 255Y ER5D730000 S01021  
 ER5D730000/54KJLE/4K0000

ORDER NO: ER5D730000-02 FUNDED AMT: \$ 3,425,332 (P00101)

ACRN: BL  
 CUMULATIVE AMOUNT: \$ 187,000  
 ACCT CLASS: AA 9750400 1202 185 JT01 606051 600008 59233 65126J  
 525700 F252700 FSR: 003624 PSR: 205070 DSR: 126753

ORDER NO: F1AF1W054GV06-01 FUNDED AMT: \$187,000 (P00101)

c. Paragraph G-6, IMPLEMENTATION OF AND EXPLANATION OF THE RELATIONSHIP OF THE LIMITATION OF FUNDS (LOF) CLAUSE TO FEE OBLIGATIONS, paragraphs b and c are changed to read as follows:

- b. CLINs 0003 and 0004:
- (1) Amount Required for Full Funding, Including Fee(s): \$145,166,476.00
  - (2) Amount Allotted Under the LOF Clause for Payment of Target Costs: 
  - (3) Amount Separately Obligated for Payment of Target Fee:  (b)(4)
  - (4) Total Amount Allotted and Obligated: \$ 94,738,100.52
  - (5) Net Amount Required for Full Funding: \$ 50,428,375.48
  - (6) Estimated Period of Performance the Allotted Amount Will Cover: 31 Dec 03
- c. CLINs 0005 and 0006:
- SUBCLIN 0005AA
- (1) Amount Required for Full Funding, Including Fee(s): \$ 68,856,708\*
  - (2) Amount Allotted Under the LOF Clause for Payment of Costs: 
  - (3) Amount Separately Obligated for Payment of Target Fee:  (b)(4)
  - (4) Total Amount Allotted and Obligated: \$ 51,642,531
  - (5) Net Amount Required for Full Funding: \$ 17,214,177\*
  - (6) Estimated Period of Performance the Allotted Amount Will Cover: 30 Jun 2005
- SUBCLIN 0005AB
- (1) Amount Required for Full Funding, Including Fee(s): \$ 700,935,118\*

001038

- (2) Amount Allotted Under the LOF Clause for Payment of Costs: \$           -0-
- (3) Amount Separately Obligated for Payment of Target Fee: \$           -0-
- (4) Total Amount Allotted and Obligated: \$           -0-
- (5) Net Amount Required for Full Funding: \$   700,935,118\*
- (6) Estimated Period of Performance the Allotted Amount Will Cover:

**\*NOT-TO-EXCEED (NTE)**

SUBCLIN 0005AC

- (1) Amount Required for Full Funding, Including Fee(s): \$   17,362,936
- (2) Amount Allotted Under the LOF Clause for Payment of Costs: \$           -0-
- (3) Amount Separately Obligated for Payment of Target Fee: \$           -0-
- (4) Total Amount Allotted and Obligated: \$           -0-
- (5) Net Amount Required for Full Funding: \$   17,362,936
- (6) Estimated Period of Performance the Allotted Amount Will Cover:

d. Paragraph G-9, DCMA FACILITIES, is added as follows:

The contractor shall provide working facilities (including workstation, computers, communications) for 4 people from the contract administration office. These facilities shall be provided in the JLENS dedicated area. ✓

4. SECTION H – SPECIAL CONTRACT REQUIREMENTS is changed as follows:

a. Paragraph H-1, TECHNICAL COGNIZANCE AND TECHNICAL DIRECTION, paragraph a, Office Symbol is changed to read SFAE-MSLS-CMDS-JLN and Phone Number is changed to read (256)313-3700. ✓

b. Paragraph H-3, OPTIONS, is changed to read as follows:

The option CLINs stipulated in the contract may be exercised at the unilateral option of the government. The exercise of the option CLIN shall be by written notice provided to the contractor by the Contracting Officer not later than the dates shown below provided preliminary notice is given by the government thirty (30) days prior to option exercise. The contractor shall incur no costs chargeable to any option CLIN until the Contracting Officer has provided written notification that the option CLIN has been exercised. The option CLINs may be exercised individually and the exercise of an option CLIN will include its attendant data item CLIN: ✓

OPTION

DATE

CLINs 0005/0006

0005AB (Option IA)\*\*  
0005AC (Option IB)

NLT 15 Oct 2005  
NLT 31 Oct 2007

CLINs 0007/0008 (OPTION II)

001039

0007AA	NLT 30 Nov 2001
0007AB	NLT 30 Nov 2002
0007AC	NLT 30 Jun 2003

CLINs 0011 and 0012 (Option IV)	NLT 30 Dec 2005
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CLINs 0015 and 0016 (Option V)	NLT 30 Sep 2005
--------------------------------	-----------------

\*\*The U.S. Army Space & Missile Defense Command will exercise and award Option 1A (SUBCLIN 0005AB) to the sole source Contractor (Raytheon Company) upon authorization and approval by the Milestone Decision Authority to enter into System Development and Demonstration at Milestone B and availability of JLENS program funding which will be provided to the Procuring Contracting Officer. This option award will be made approximately 15 days after funding availability.

CLIN 0009: At the unilateral option of the government, CLIN 0009 may be exercised incrementally or totally at any time during the period of performance of the contract, up to the amount set forth in Section B of the contract. The CPFF unit price per DPPH [REDACTED] will be used to exercise CLIN 0009, if it is exercised incrementally. (b)(4)

CLIN 0015: At the unilateral option of the government, CLIN 0015 may be exercised incrementally or totally not later than 30 Sep 05, up to the amount set forth in Section B of the contract. The CPFF unit price per DPPH [REDACTED] will be used to exercise CLIN 0015, if it is exercised incrementally. (b)(4)

In the event the contractor fails to complete the milestones required by F-5 of the contract for SubCLIN 0005AA, the government may postpone (day for day) the exercise of the Option for SubCLIN 0005AB and/or SubCLIN 0005AC without increase in the estimated cost and fee. In the event the contractor fails to complete the milestones required by F-5 of the contract for CLIN 0005 and/or CLIN 0007, the government may postpone the exercise of the option for CLINs 0011 and 0012 without increase in the estimated cost and fee.

Subclin 0007AA and Subclin 0007AB may be exercised individually. Subclin 0007AC may only be exercised if Subclin 0007AA and Subclin 0007AB have been exercised.

c. Paragraph H-5, PUBLIC RELEASE OF INFORMATION, is changed to read:

The release of information to the public shall be governed by the Security Classification Guide. Requests for release shall be submitted to the PEO Missile and Space, JLENS Product Office, ATTN: SFAE-MSLS-CMDS-JLN, Program Security Manager, P.O. Box 1500, Huntsville, AL 35807-3801. [REDACTED] (b)(7)(E)

d. Paragraph H-8, GOVERNMENT-FURNISHED FUELS PROVIDED [REDACTED] (b)(3)(A)

[REDACTED] is hereby deleted. (i)&Title

e. Paragraph H-9, DESIGN SENSITIVITY TO COST (COST AS AN INDEPENDENT VARIABLE), is hereby changed to read as follows: 10 Sec 130 (a)(b)

The contractor may propose changes to the proposed design conforming to cost as an independent variable (CAIV). Those changes which do not alter the JLENS Performance Specification (JPS) – Spiral 2 System may be implemented by the contractor 10 working days after notice of intent specifying the changes is provided to the government. Changes which alter the JPS by reducing the requirements may only be undertaken without an equitable reduction in the estimated cost and schedule of the contract if the contractor demonstrates 1) a comparable gain in other performance requirements, 2) such changes are acceptable to the government, and 3) the change does not alter the overall estimated cost of the program. In no event, however, shall the contractor propose to reduce or alter the requirements of Appendix A of the JPS or Annex A of the JPS. ✓

f. Paragraph H-10, INCREMENTAL FUNDING OF THE CONTRACT:

001040

(1) Paragraph c. is changed as follows:

c. Pursuant to the LIMITATION OF FUNDS clause, the sum of [REDACTED] is presently allotted to CLIN 0003 and available for payment to cover the work to be performed hereunder until 31 Dec 03. The [REDACTED] is obligated for Potential Fee (if applicable), for a total amount of \$94,738,100.52 for CLIN 0003. (b)(4)

(2) Paragraph d. is changed as follows:

d. Pursuant to the LIMITATION OF FUNDS clause, the sum of [REDACTED] is presently allotted to SubCLIN 0005AA and available for payment to cover the work to be performed hereunder until 30 Jun 05. The amount of [REDACTED] is obligated for Potential Fee (if applicable), for a total amount of \$51,642,531 for SubCLIN 0005AA.

(3) Paragraph f. CLINs 0003, 0005, and 0013 are changed as follows: (b)(4)

	PLANNED DATE OF FUNDING	AMOUNT	CUMULATIVE
CLIN 0003	Current Obligations (Nov 04)		\$94,738,100.52
SUBCLIN 0005AA	Current Obligations (Mar 05) FY 05	\$17,214,177	\$51,642,531
CLIN 0013	Current Obligations (Nov 04) FY 05	\$1,000,000	\$40,047,110

g. Paragraph H-12, GOVERNMENT FURNISHED PROPERTY/SERVICES is hereby deleted.

h. Paragraph H-14, KEY PERSONNEL, paragraph b, is hereby changed to read as follows:

Key Personnel List:

NAME

POSITION

[REDACTED]

(b)(6)(b)(6)  
(b)(6)

i. Paragraph H-16, PROCUREMENT PRIOR TO CDR, is hereby deleted.

j. Paragraph H-17, CONTRACTOR'S ORGANIZATION AND-RELATIONSHIP WITH OTHER CRUISE MISSILE DEFENSE SYSTEM OF SYSTEMS CONTRACTORS AND GOVERNMENT PROGRAMS is added as follows:

The government is engaged in the development of an integrated cruise missile defense conducted under the auspices of the Program Executive Officer, Missile and Space. Achievement of the effort involves bringing together in a System of Systems, programs that have been independently pursued. This provision provides a mechanism for an alliance of the participants in the programs, at present [REDACTED] and the Joint Land Attack Cruise Missile Defense Elevated Netted Sensor System (JLENS), to further interoperability and capability leveraging. To assist in the implementation of these broad objectives, the contractor will establish associate agreements between the above three program participants. Agreements shall also be established with support contractors as identified by the government.

(b)(3)(A)  
(i)&Title  
10 Sec  
130 (a)(b)

001041

The contractor shall maintain technical liaison with the suite of contractors in the alliance governed by associate agreements. Technical Direction will be used to identify the full complement of contractors. The associate agreements will accomplish the following:

- (1) Coordinate and exchange information reflecting the technical objectives of the systems and promote understanding of both technical interfaces and assure meaningful technical contribution to the system of systems within established specifications and designs.
- (2) Add to the value of each system by assuring interoperability in combat roles is a product of the respective efforts.
- (3) Determine how to share technical information in a manner which assures that the best of the capabilities of the developing systems are understood and leveraged by each system member to the benefit of all.
- (4) Provide for the exchange and safeguarding of proprietary information and date to include provisions to protect proprietary information from unauthorized disclosure. The agreements shall hold the Government harmless from unauthorized disclosure by the parties of proprietary information or data.

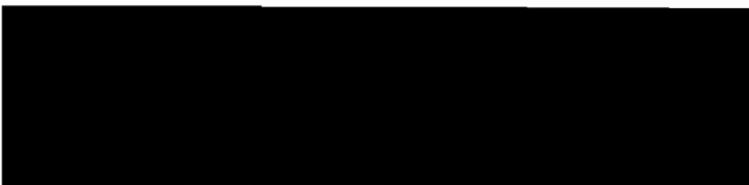
The contractor agrees to insert conforming provisions in all subcontracts which require access to proprietary information or data and require participation in interchanges implementing this provision.

k. H-18, CAS NONCOMPLIANCE is added as follows:

Award of this contract does not constitute a determination that the contractor's disclosed and applied accounting practices used in pricing this contract are in compliance with Cost Accounting Standards (CAS). The parties retain their rights to adjust the contract price, if applicable, under FAR clauses 52.230-2 and 52.230-6 of this contract.

5. SECTION J – LIST OF ATTACHMENTS is changed as shown below:

<u>TITLE</u>	<u>DATE</u>	<u># OF PAGES</u>
Award/Contract (SF 26) and Continuation Sheets		66
Contract Security Classification Specification (DD Form 254-E) Rev 7	3 Nov 04	8
<u>CLIN 0001:</u> Statement of Work SW-JLENS-16-97, "JLENS Program," Rev. 1 with Attachment A (Applicable to CLIN 0001 only.), attached hereto by reference and previously furnished.	01 Oct 99	12
<u>CLINs 0003, 0005, 0007, 0009, 0011</u> Statement of Work SW-JLENS-16-97, "JLENS Program, CLINs 0003, 0005, 0007, 0009, 0011," Rev. 9	28 Feb 05	14
<u>CLINs 0013, 0015</u> Statement of Work SW-JLENS-16-97, "JLENS Program, Spiral 1," Rev. 4	03 Dec 02	15



(b)(3)(A)  
(i)&Title 10  
Sec 130 (a)(b)

(b)(7)(E)

001042

GFE/GFP/GFS	10 Aug 04	4
Raytheon Systems Company Comprehensive Subcontracting Plan, Attached hereto by reference.	1 Oct 03	28
JLENS Program (Applicable to CLINs 0003, 0005, 0007, 0009, and 0011) Approaches are hereby incorporated into the contract by reference:		
Program Management Approach	25 Feb 05	26
Systems Engineering Approach	25 Feb 05	61
Risk Mitigation	25 Feb 05	6
Simulation, Test and Evaluation Approach	25 Feb 05	28
Specialty Engineering	25 Feb 05	40
Operations Security	25 Feb 05	1
Operations and Sustainment	25 Feb 05	1
Contract Data Requirements List (DD Form 1423) Exhibit A with Distribution List & Data Item Nos. A001 through A028	24 Feb 05	28
Acronym List	8 Nov 04	13
Rights in Technical Data and Computer Software attached hereto by reference.	19 Oct 04	4
Program Security Procedures Guide, attached hereto by reference and previously furnished.	Aug 2000	70
Joint Land Attack Cruise Missile Defense Elevated Netted Sensor System (JLENS) Project Office, Spiral 1 Security Classification Guide	26 May 04	38

The following attachments have been deleted:



(b)(3)(A)  
(i)&Title 10  
Sec 130 (a)(b)

(b)(7)(E)

U.S. Army Strategic Defense Command Industrial  
Operations Security (OPSEC) Guide,  
incorporated herein by reference. Upon request,  
the Contracting Officer will provide.

Sep 91 88

001043

6. SF 26, Block 6, Administered By, is hereby changed to read as follows:

  
DCMA Raytheon  
50 Apple Hill Drive  
M/S T2FR2  
Tewksbury, MA 01876

(b)(3)(A)(i)&Title 10 Sec 130  
(a)(b)

7. SF 26, Block 7, Name and Address of Contractor, is hereby changed to read as follows:

Raytheon Company  
180 Hartwell Road  
Bedford, MA 01730

8. SF 26, Block 12, Payment Will Be Made By, is hereby changed to read as follows:

  
DFAS Columbus Center  
DFAS-CO/North Entitlement Operations  
P.O. Box 182266  
Columbus, OH 43218-2266

(b)(3)(A)(i)&Title 10 Sec  
130 (a)(b)

9. As a result of the above changes, the total contract value is hereby increased by \$68,856,708, from \$187,121,532 to \$255,972,240.

001044

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			CONTRACT ID NUMBER V	PAGE OF PAGES 1   3
1. AMENDMENT/MODIFICATION NO. <i>pooler</i>	2. EFFECTIVE DATE 20-Apr-2005	3. PROJECT NO. (If applicable)		
4. CDS BY US ARMY SPACE & MISSILE DEFENSE COMMAND ██████████ PO BOX 1500 HUNTSVILLE AL 35807-3804	5. LOGIC W9113M	6. ADMINISTERED BY (If other than user's) DOMA RAYTHEON 20 APPLE HILL DRIVE NWS 12F84 TEWKSBURY MA 01876	7. CODE S2205A	<i>h</i>
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) RAYTHEON COMPANY 180 HARTWELL ROAD BEDFORD MA 01730-0000			9A. AMENDMENT OF SOLICITATION NO.	
			9B. DATED (SEE ITEM 11)	
			X 10A. MOD. OF CONTRACT/ORDER NO. DASG60-98-C-0001	
			X 10B. DATED (SEE ITEM 11) 20-Aug-1998	
CODE 04184		FACILITY CODE		
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 9 and 11, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.				
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule				
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.				
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.				
B. ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying files, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B)				
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:				
X D. OTHER (Specify type of modification and authority) Special Contract Requirements Paragraph H-3, OPTIONS				
F. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.				
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Due to a Standard Procurement System defect, the date shown in block 10b of the SF30 may be inaccurate. That date should be 30 Jan 98.  A portion of Option CLIN 0009 is hereby exercised and funded as set forth below:  CLIN 0009AA ██████████ ██████████ CLIN 0009AB Materials \$ 81,685  <span style="float: right;">(b)(4)</span>				
Except as provided herein, all terms and conditions of the documents referenced in Item 9A or 10A, as hereafter changed, remain unchanged and in full force and effect.				
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
██████████			██████████ (b)(6)	
15B. CONTRACTOR/OFFICER			16B. DATE SIGNED	
Signature of person authorized to sign			20-Apr-2005 (b)(6)	
SIGN TO SF 30 REV BY OIRM 11 84			SIGNATURE OF CONTRACTING OFFICER	

001045

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

The following items are applicable to this modification:

CORRECTION

Modification P00101, Item #9 (page 17 of 17) is changed to read:

As a result of the above changes, the total contract value is hereby increased by \$68,856,708 from \$187,381,532 to \$256,238,240.

SUMMARY OF CHANGES

1. As a result of the option exercise, the contract amount is increased by \$228,000, from \$256,238,240 to \$256,466,240.

2. Section B, Paragraph B-1, CLIN 0009AA and 0009AB are modified as follows:

a. CLIN 0009AA Available Direct Productive Person Hours (DPPH) is reduced by [REDACTED] DPPH, from [REDACTED] to [REDACTED]. Amount is decreased by \$146,315, from [REDACTED] to [REDACTED]. Exercised DPPH is [REDACTED] increased by [REDACTED] DPPH, from [REDACTED] to [REDACTED]. Amount is increased by [REDACTED]. (b)(4)

b. CLIN 0009AB Available Material Dollars is decreased by \$81,685, from \$5,429,947 to \$5,348,262. Exercised Material Dollars is increased by \$81,685, from \$98,349 to \$180,034.

In accordance with the above, Contract Clause B-9 (CLINs 0009AA and 0009AB) are revised to read as follows:

<u>CLIN</u>	<u>SUPPLIES OR SERVICES</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>AMOUNT</u>
0009AA	Available Direct Productive Person Hours (DPPH)	[REDACTED]	See B-10	[REDACTED]
	Exercised DPPH	[REDACTED]	See B-10	[REDACTED]
0009AB	Available Material Dollars		See B-10	\$ 5,348,262
	Exercised Material Dollars		See B-10	\$ 180,034

3. Section G, Paragraph G-5, ACCOUNTING AND APPROPRIATION DATA, is modified to add the following:

SubCLIN 0009AA:

ACRN: BM  
ACCT CLASS: 21 5 2040 0000 5Q-5Q07 P643327.S2700 255X 201021 54N006/4N51JD184N/4N000  
PRON: 4N51JD184N CC: 4N0000  
ORDER NO.: 4N51JD184N-01 FUNDED AMOUNT: \$125,000

ACRN: BN  
ACCT CLASS: AA 9750400 1202 185 JT01 606051 600007 59232 65126J 525700 F25700 FSR: 003624  
PSR: 205062 DSR: 086263  
ORDER NO.: F1AF1W5088GV01 FUNDED AMOUNT: \$ 21,315

001046

SubCLIN 0009AB:

ARRN: BN  
ACCT CLASS: AA 9750400 1202 185 JT01 606051 600007 59232 65126J 525700 F25700 FSR: 003624  
PSR: 205062 DSR: 086263  
ORDER NO.: F1AF1W5088GV01 FUNDED AMOUNT: \$ 81,685

4. Section G, Paragraph G-6, IMPLEMENTATION OF THE RELATIONSHIP OF THE LIMITATION OF FUNDS (LOF) CLAUSE TO FEE OBLIGATIONS, is modified as described below:

SUBCLIN 0009AA

	PRIOR	THIS MODIFICATION	CUMULATIVE TOTAL
(1) Amount Required for Full Funding, Including Fee(s):	\$14,095,880	-0-	\$14,095,880
(2) Amount Allotted under the LOF Clause for Payment of Costs:	(b)(4)		
(3) Amount Separately Obligated for Payment of Fee:	(b)(4)		
(4) Total Amount Allotted and Obligated:			
(5) Net Amount Required for Full Funding:	\$13,464,229	(\$146,315)	\$13,317,914

SUBCLIN 0009AB

	PRIOR	THIS MODIFICATION	CUMULATIVE TOTAL
(1) Amount Required for Full Funding, Including Fee(s):	\$5,528,296	-0-	\$5,528,296
(2) Amount Allotted under the LOF Clause for Payment of Costs:	(b)(4)		
(3) Amount Separately Obligated for Payment of Fee:	-0-	-0-	-0-
(4) Total Amount Allotted and Obligated:	\$ 98,349	\$81,685	\$ 180,034
(5) Net Amount Required for Full Funding:	\$5,429,947	(\$81,685)	\$5,348,262

001047

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE V	PAGE OF PAGES 1   10
2. AMENDMENT/MODIFICATION NO. 108	3. EFFECTIVE DATE 10 MAY 05	4. REQUESTION/PURCHASE REQ. NO.	5. PROJECT NO. (if applicable)	
6. ABBY BY DEFENSE COMMAND MONTVILLE AL 36087-8241	7. ADDRESS/ISSUED BY (if other than head 4) BOMA BATHROOM 80 APPLE HILL DRIVE 080 12345 TOWNSHIPS MA 01460	CODE 02208A		
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) WYDING COMPANY 60 HADWELL ROAD MEDFORD MA 01750-6000			9A. AMENDMENT OF SOLICITATION NO.	
			9B. DATED (SEE ITEM 11)	
			X 10A. MOD. OF CONTRACT/ORDER NO. DA880-04-C-001	
			X 10B. DATED (SEE ITEM 13) 22-AUG-1998	
CODE 04104				
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendment. (b) By acknowledging receipt of this amendment on each copy of the offer submitted. (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided such telegram or letter refers to the solicitation and this amendment, and is received prior to the opening hour and date specified.				
12. ACCOUNTING AND APPROPRIATION DATA (if required) See Subpart 1				
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT ORDERS. IT MODIFIES THE CONTRACT ORDER NO. AS INDICATED IN ITEM 14.				
X A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A. FAR 80.240-5, Changes - Cost Plus Incentive Fee, VI				
B. THE ABOVE NUMBERED CONTRACT ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in pricing, office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 80.103(b).				
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:				
D. OTHER (Specify type of modification and authority)				
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.				
DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) a. In a Standard Procurement System contract, the date shown in block 10b of the SFOS may be inoperative. That date should be 30 Jun 98.				
Whereas, it is considered in the Government's best interest to implement an immediate change to the contract to incorporate revisions to the contract statement of work; and				
Whereas, the contractor has submitted a proposal for equitable adjustment to the contract as a result of the changes;				
Now, therefore, in consideration of the foregoing, the contractor is hereby directed to perform in accordance with the contract which is changed as described herein.				
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as amended, remain unchanged and in full force and effect.				
14A. NAME AND TITLE OF CONTRACTING OFFICER (Last or initials)			(b)(6)	
15C. DATE SIGNED 10 MAY 2005			15B. SIGNATURE OF CONTRACTING OFFICER	
16C. DATE SIGNED 10 MAY 05			16B. SIGNATURE OF CONTRACTING OFFICER	

(b)

(b)(6)

(b)

EXCEPTION TO SF 30  
APPROVED BY OIRM 11-84

30-105-04

STANDARD FORM 30 (Rev. 10-83)  
Prescribed by GSA  
FAR (48 CFR) 53.240

001048



SECTION SF 30 BLOCK 14 CONTINUATION PAGE

The following items are applicable to this modification:

**SECTION A - SOLICITATION/CONTRACT FORM**

The total contract value is increased by \$ 10,832,738 from \$256,238,240 to 267,070,978.

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

1. Contract Clause B-1, LINE ITEM DESCRIPTION is changed to revise CLIN 0007 to read as shown below:

<u>CLIN</u>	<u>SUPPLIES OR SERVICES</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>AMOUNT</u>
0007	SuR: Design, Development, Fabrication, Integration, Test and Demonstration - Statement of Work SW-JLENS-16-97, titled "JLENS Program, CLINs 0003, 0005, 0007, 0009, 0011" incorporated herein and attached as set forth in Part III, Section J, hereof.			
0007AA	JLENS SuR Technology Development; Statement of Work as specifically described therein	1	Task	\$10,832,738*
	<b><u>OPTION II</u></b>			
0007AB	JLENS SuR System Development & Demonstration; Statement of Work as specifically described therein.	1	Task	\$175,099,862*
0007AC	Mobile Mooring Station	1	Task	\$ 10,868,600*
0007AD	Leave Behind Capability including Ground Support Equipment	1	Task	\$ 61,868,600*

\*Not-to-Exceed (NTE) subject to downward negotiations only.

2. Contract Clause B-5, TARGET COST, TARGET FEE, MINIMUM INCENTIVE FEE, MAXIMUM INCENTIVE FEE, AND INCENTIVE ARRANGEMENT FOR CLINs 0007/0008, is changed to read as shown below: (change indicated in bold)

**SUBCLIN 0007AA**

a. Target cost:	TBD
b. Target fee:	TBD
c. Minimum incentive fee:	TBD
d. Maximum incentive fee:	TBD

001049

c Total target cost and target fee: \$10,832,738\*

SUBCLIN 0007AB

a Target cost: TBD  
b Target fee: TBD  
c Minimum incentive fee: TBD  
d Maximum incentive fee: TBD  
e Total target cost and target fee: \$175,099,862\*

SUBCLIN 0007AC

a Target cost: TBD  
b Target fee: TBD  
c Minimum incentive fee: TBD  
d Maximum incentive fee: TBD  
e Total target cost and target fee: \$10,868,600\*

SUBCLIN 0007AD

a Target cost: TBD  
b Target fee: TBD  
c Minimum incentive fee: TBD  
d Maximum incentive fee: TBD  
e Total target cost and target fee: \$61,868,600\*

\* NOT-TO-EXCEED (NTE) SUBJECT TO DOWNWARD NEGOTIATIONS ONLY.

3. The following clause is added to Section B:

**INCENTIVE FEE FOR CLINs 0007/0008:**

SUBCLIN 0007AA: RESERVED

SUBCLIN 0007/AB/AC/AD/AE (IF EXERCISED): RESERVED

4. Contract Clause B-11, **COMPLETION TYPE COST REIMBURSEMENT CONTRACT**, is changed to read as shown below: *(changes indicated in bold)*

**COMPLETION TYPE COST REIMBURSEMENT CONTRACT:**

a Performance of Contract Line Items 0001/0002, 0003/0004, 0005AA/0006, 0005AB/0006 (if exercised), 0005AC/0006 (if exercised), 0007AA/0008, 0007AB/0008 (if exercised), 0007AC/0008 (if exercised), 0007AD/0008 (if exercised), 0011/0012 (if exercised), and 0013/0014 shall be accomplished on a completion basis as defined in FAR 16.306(d)(1). Pending satisfactory completion of the task, fee payments are provisional and are not final. Fee payments will not become final unless and until the contractor performs the task required by CLIN/SubCLINs 0003, 0005AA, 0005AB (if exercised), 0005AC (if exercised), 0007AA/0008, 0007AB/0008 (if exercised), 0007AC/0008 (if exercised), 0007AD/0008 (if

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exercised)), 0011/0012 (if exercised)), 0011 (if exercised), and 0013 and delivers data required by CLINs 0006, 0008 (if exercised), 0012 (if exercised), and 0014 and such are accepted by the Government as being satisfactory. Fee payments for CLINs 0003, 0005, and 0013 will also not become final unless and until completion of the milestones listed in F-5. In the event the task cannot be completed by the contractor within the estimated cost of the CLIN, the Government may require completion of the task without increase in fee, provided the Government increases the estimated cost of the CLIN under the LIMITATION OF COST or FUNDS contract clause.

b. CLIN 0001 will be considered complete based upon the completion of the statement of work requirements.

c. CLIN 0003 will be considered complete based upon the completion of the milestones listed in F-5 and the statement of work requirement.

d. CLIN 0005: SubCLIN 0005AA, SubCLIN 0005AB (if exercised), and SubCLIN 0005AC (if exercised) will be considered complete based upon the completion of the milestones listed in F-5 and the statement of work requirement.

e. CLIN 0007 SubCLIN 0007AA, SubCLIN 0007AB/0008 (if exercised), SubCLIN 0007AC/0008 (if exercised), SubCLIN 0007AD/0008 (if exercised) will be considered complete based upon the completion of the statement of work requirements.

f. CLIN 0011 (if exercised) will be considered complete based upon completion of the statement of work requirements.

g. CLIN 0013 will be considered complete based upon the completion of the milestones listed in F-5 and the statement of work requirement.

h. CLINs 0002, 0004, 0006, 0008 (if exercised), 0012 (if exercised), and 0014 will be considered complete based upon a determination that all data and reports have been submitted and accepted, as set forth in Block 8 of each exhibit line item number of the DD Form 1423.

6. Contract Clause B-12, SEPARATE APPLICATION OF FUNDING, is changed to read as shown below: (changes indicated in bold)

B-12. SEPARATE APPLICATION OF FUNDING: The Limitation of Funds and Allowable Cost and Payments clauses apply separately to each of CLIN/SubCLIN sets: 0001/0002, 0003/0004, 0005AA/0006, 0005AB/0006, 0005AC/0006, 0007AA/0008, 0007AB/0008, 0007AC/0008, 0007AD/0008, 0009/0010, 0011/0012, 0013/0014 and 0015/0016.

## SECTION F - DELIVERIES OR PERFORMANCE

1. The contract clause entitled COMPLETION OF REQUIREMENT is changed to read as shown below:

COMPLETION OF REQUIREMENT, is changed as follows: (changes indicated in bold)

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- a. The contractor shall complete the task required by CLIN 0001 and complete delivery of all data and reports required by CLIN 0002 by 30 Aug 1999.
- b. The contractor shall complete the task required by CLIN 0003 no later than 30 Dec 2003. The contractor shall complete delivery of all data and reports required by CLIN 0004 by 31 Mar 2004.
- c. The contractor shall complete the task required by CLINs 0005 and 0006 as follows:
  - 1) The contractor shall complete the task required by SubCLIN 0005AA and complete delivery of all data and reports required by CLIN 0006 by 30 Sep 2005.
  - 2) The contractor shall complete the task required by SubCLIN 0005AB and complete delivery of all data and reports required by CLIN 0006 by 30 Sep 2010, if exercised.
  - 3) The contractor shall complete the task required by SubCLIN 0005AC and complete delivery of all data and reports required by CLIN 0006 by 31 Jul 2010, if exercised.
- d. The contractor shall complete the task required by CLINs 0007 and 0008 as follows:
  - 1) The contractor shall complete the tasks required by SubCLIN 0007AA and Complete delivery of all data reports required by CLIN 0008 by 30 Sep 2005.
  - 2) The contractor shall complete the tasks required by SubCLIN 0007AB and Complete delivery of all data reports required by CLIN 0008 by 30 Sep 2008, if exercised.
  - 3) The contractor shall complete the tasks required by SubCLIN 0007AC and Complete delivery of all data reports required by CLIN 0008 by 30 Sep 2008, if exercised.
  - 4) The contractor shall complete the tasks required by SubCLIN 0007AD and Complete delivery of all data reports required by CLIN 0008 by 30 Sep 2008, if exercised.
- e. The contractor shall provide all level of effort, data, and reports required by CLINs 0009 and 0010 by 30 Sep 2005.
- f. The contractor shall complete the task required by CLIN 0011 and complete delivery of all data and reports required by CLIN 0012 by 30 Sep 2012.
- g. The contractor shall complete the task required by CLIN 0013 no later than 30 Jun 2005. The contractor shall complete delivery of all data and reports required by CLIN 0014 by 30 Sep 2005.
- h. The contractor shall complete the task required by CLIN 0015 and complete delivery of all data and reports required by CLIN 0016 by 30 Sep 2007.

2. Contract Clause F-5, MILESTONE EVENTS AND PERFORMANCE PERIOD, Milestone Events and Performance Period for CLIN 0007 is changed to read as shown below: *(changes indicated in bold)*

CLIN 0007

SUBCLIN 0007AA – SuR

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SuR TIM	Third Quarter FY05	
SuR Risk Reduction IPR	Fourth Quarter FY 05	
SuR Draft PIDS Review to Support System Functional Review	Fourth Quarter FY05	
SUBCLIN 0007AB		
SuR Preliminary Design Review	First Quarter FY 06	
SuR Critical Design Review	Second Quarter FY 06	
	First Quarter FY 08	(b)(3)(A)
SuR Delivery	Fourth Quarter FY 08	(i)&Title 10 Sec 130 (a)(b)
SUBCLIN 0007AC - SuR		
Mobile Mooring Station Delivery	Fourth Quarter FY 08	
SUBCLIN 0007AD - SuR		
Leave Behind Capability Including GSE	Fourth Quarter FY 08	
SuR Launch and Recovery	TBD	

**SECTION G - CONTRACT ADMINISTRATION DATA**

1. Paragraph G-5, ACCOUNTING AND APPROPRIATION DATA, is modified to add the following:

CLINs 0007AA:

ACRN:	BP
CUMULATIVE AMOUNT:	\$8,124,553
ACCT CLASS:	214 2040 5Q 5Q17 P172419E55 255Y ER5D731000 S01021 ER5D731000/54KJLE/4K0000
ORDER NO.:	ER5D731000-02 FUNDED AMOUNT: \$8,124,553

2. Contract Clause G-6, IMPLEMENTATION OF AND EXPLANATION OF THE RELATIONSHIP OF THE , LIMITATION OF FUNDS (LOV) CLAUSE TO FEE OBLIGATIONS, paragraph d, funds for SubCLIN 0007AA is changed to read as follows:

SUBCLIN 0007AA

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- |   |               |
|---|---------------|
| (1) Amount Required for Full Funding, Including Fee(s):             | \$10,832,738* |
| (2) Amount Allotted Under the LOF Clause for Payment of Costs:      | (b)(4)        |
| (3) Amount Separately Obligated for Payment of Target Fee:          | (b)(4)        |
| (4) Total Amount Allotted and Obligated:                            | \$ 8,124,553  |
| (5) Net Amount Required for Full Funding:                           | \$ 2,708,185* |
| (6) Estimated Period of Performance the Allotted Amount Will Cover: | 30 Sep 2005   |

\*NOT-TO-EXCEED (NTE)

#### SECTION H - SPECIAL CONTRACT REQUIREMENTS

1. Contract Clause H-3, OPTIONS, is changed to read as follows:

##### H-3, OPTIONS

The option CLINs stipulated in the contract may be exercised at the unilateral option of the government. The exercise of the option CLIN shall be by written notice provided to the contractor by the Contracting Officer not later than the dates shown below provided preliminary notice is given by the government thirty (30) days prior to option exercise. The contractor shall incur no costs chargeable to any option CLIN until the Contracting Officer has provided written notification that the option CLIN has been exercised. The option CLINs may be exercised individually and the exercise of an option CLIN will include its attendant data item CLIN:

<u>OPTION</u>	<u>DATE</u>
CLINs 0005/0006	
0005AB (Option IA)**	NLT 15 Oct 2005
0005AC (Option IB)	NLT 31 Oct 2007
CLINs 0007/0008 (OPTION II)	
0007AB	NLT 30 Nov 2001
0007AC	NLT 30 Nov 2002
0007AD	NLT 30 Jun 2003
CLINs 0011 and 0012 (Option IV)	NLT 30 Dec 2005
CLINs 0015 and 0016 (Option V)	NLT 30 Sep 2005

\*\*The U.S. Army Space & Missile Defense Command will exercise and award Option IA (SUBCLIN 0005AB) to the sole source Contractor (Raytheon Company) upon authorization and approval by the Milestone Decision Authority to enter into System Development and Demonstration at Milestone

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B and availability of JLENS program funding which will be provided to the Procuring Contracting Officer. This option award will be made approximately 15 days after funding availability.

In the event the contractor fails to complete the milestones required by F-5 of the contract for SubCLIN 0005AA, the government may postpone (day for day) the exercise of the Option for SubCLIN 0005AB and/or SubCLIN 0005AC without increase in the estimated cost and fee. In the event the contractor fails to complete the milestones required by F-5 of the contract for CLIN 0005 and/or CLIN 0007, the government may postpone the exercise of the option for CLINs 0011 and 0012 without increase in the estimated cost and fee.

SubCLIN 0007AB, 0007AC and SubCLIN 0007AD may be exercised individually. SubCLIN 0007AD may only be exercised if SubCLIN 0007AB has been exercised.

CLIN 0009: At the unilateral option of the government, CLIN 0009 may be exercised incrementally or totally at any time during the period of performance of the contract, up to the amount set forth in Section B of the contract. The CPFF unit price per DPPH [redacted] will be used to exercise CLIN 0009, if it is exercised incrementally. (b)(4)

CLIN 0015: At the unilateral option of the government, CLIN 0015 may be exercised incrementally or totally not later than 30 Sep 05, up to the amount set forth in Section B of the contract. The CPFF unit price per DPPH [redacted] will be used to exercise CLIN 0015, if it is exercised incrementally. (b)(4)

2. Contract Clause H-10, INCREMENTAL FUNDING OF THE CONTRACT, is changed to read as follows:

**H-10. INCREMENTAL FUNDING OF THE CONTRACT:**

a. It is expected that allotments within each fiscal year will be made on an incremental basis in accordance with the LIMITATION OF FUNDS clause.

b. Pursuant to the Limitation of Funds clause, the sum of \$440,100 is presently allotted to CLIN 0001 and available for payment to cover the work to be performed hereunder until 30 Sep 99. The amount of \$0 is obligated for Potential Fee for a total amount of \$440,100 for CLIN 0001.

c. Pursuant to the LIMITATION OF FUNDS clause, the sum of [redacted] is presently allotted to CLIN 0003 and available for payment to cover the work to be performed hereunder until 31 Dec 03. The amount of [redacted] is obligated for Potential Fee (if applicable), for a total amount of \$94,738,100.52 for CLIN 0003. (b)(4)

d. Pursuant to the LIMITATION OF FUNDS clause, the sum of [redacted] is presently allotted to SubCLIN 0005AA and available for payment to cover the work to be performed hereunder until 30 Jun 05. The amount of [redacted] is obligated for Potential Fee (if applicable), for a total amount of \$51,642,531 for SubCLIN 0005AA. (b)(4)

e. Pursuant to the LIMITATION OF FUNDS clause, the sum of [redacted] is presently allotted to SubCLIN 0007AA and available for payment to cover the work to be performed hereunder until 30 Sep 05. The amount of [redacted] is obligated for Potential Fee (if applicable), for a total amount of \$8,124,533 for SubCLIN 0007AA. (b)(4)

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f. Pursuant to the **LIMITATION OF FUNDS** clause, the sum of [REDACTED] is presently allotted to CLIN 0013 and available for payment to cover the work to be performed hereunder until 30 Sep 05. The amount of [REDACTED] obligated for Potential Fee (if applicable), for a total amount of \$40,047,110 for CLIN 0013. (b)(4)

g. It is anticipated that funds will be allotted and obligated (combined amounts for Cost and Potential Fee) as follows:

	<u>PLANNED DATE OF FUNDING</u>	<u>AMOUNT</u>	<u>CUMULATIVE</u>
CLIN 0001	Current Obligations (Jun 99)		\$440,100
CLIN 0003	Current Obligations (Nov 04)		\$94,738,100.52
SUBCLIN 0005AA	Current Obligations (Nov 04) FY 05	\$17,214,177	\$51,642,531
SUBCLIN 0007AA	Current Obligations (May 05) FY 05	TBD	\$8,124,553
CLIN 0013	Current Obligations (Nov 04) FY 05	\$1,000,000	\$40,047,110

g. The Government may unilaterally change planned allotments. Such changes in planned allotments will not in and of themselves entitle the contractor to an equitable adjustment under this contract. However, any equitable adjustment which is required will be settled in accordance with the **CHANGES** clause of the contract. If the contractor incurs costs at a pace which exceeds the foregoing allotment schedule then the contractor shall not be entitled to an increase in the potential award fee unless and to the extent that the accelerated spending is caused by a change to the contract independently changing the work.

h. Nothing herein shall be interpreted as creating an obligation in advance of an appropriation or allotment.

i. At any time the contractor determines that the next planned allotment or any succeeding allotment will not be sufficient, the contractor shall notify the Contracting Officer in writing. In accordance with the **LIMITATION OF FUNDS** clause, this notice is required 30 days prior to the end of the then current funding period. (This notice is in addition to the notice required by paragraph (c) of the **LIMITATION OF FUNDS** clause.)

**SECTION J - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS**

The List of Attachments is changed as shown below:

<u>TITLE</u>	<u>DATE</u>	<u># OF PAGES</u>
--------------	-------------	-------------------

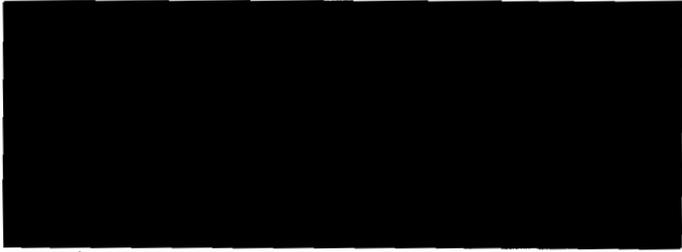
001056

CLINs 0003, 0005, 0007, 0009, 0011  
Statement of Work SW-JLENS-16-97, "JLENS Program,  
CLINs 0003, 0005, 0007, 0009, 0011," Rev. 10

26 Apr 05 14

Contract Data Requirements List (DD Form 1423)  
Exhibit A with Distribution List &  
Data Item Nos. A001 through A031

Apr 05 31



(b)(3)(A)  
(i)&Title 10 Sec  
130 (a)(b)

(b)(7)(E)

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**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

1. CONTRACT ID CODE <b>V</b>	PAGE OF PAGES <b>1   15</b>
---------------------------------	--------------------------------

2. AMENDMENT/MODIFICATION NO. <b>P00104</b>	3. EFFECTIVE DATE <b>21 JUNE 05</b>	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
--	--	----------------------------------	--------------------------------

6. ISSUED BY <b>THE AIR FORCE &amp; AIRSPACE DEFENSE COMMAND</b> [Redacted] PO BOX 1800 HUNTSVILLE AL 35807-2801	CODE <b>W9113M</b>	7. ADMINISTERED BY (If other than item 6) <b>DCMA RAYTHEON</b> 50 APPLE HILL DRIVE M/S T2FR2 TEWKSBURY MA 01876	CODE <b>S2205A</b>
--	-----------------------	---	-----------------------

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) <b>RAYTHEON COMPANY</b> 100 HARTWELL ROAD BEDFORD MA 01730-0000	9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED (SEE ITEM 11)
	X 10A. MOD. OF CONTRACT/ORDER NO. <b>DASG80-98-C-0001</b>
	X 10B. DATED (SEE ITEM 13) <b>20-Aug-1998</b>

**CODE 04164**      **FACILITY CODE**

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offer  is extended.  is not extended.

Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:  
 (a) By completing items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted;  
 or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)  
**See Schedule**

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) **THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.**

B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).

X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: **FAR 52.343-2, Charges - Cost Reimbursement, All V**

D. OTHER (Specify type of modification and authority)

3. IMPORTANT: Contractor  is not,  is required to sign this document and return **1** copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
 Due to a Standard Procurement System defect, the date shown in block 10b of the SF30 may be inaccurate. That date should be 30 Jan 1998.

WHEREAS, as a result of Modification P00086, P00101, and P00103, the government and the contractor have agreed to modify the contract; and

WHEREAS, the contractor has submitted a proposal for this modification; and

WHEREAS, the parties have negotiated an equitable adjustment for this modification pertaining to SubCLINs 0005AA and 0007AA.

NOW, THEREFORE, the contract is changed as described herein.

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

15A. NAME AND TITLE OF SIGNER (Type or print) [Redacted]	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) [Redacted]
15B. CONTRACTOR/OFFICER [Redacted] <small>(Signature or person authorized to sign)</small>	16B. UNITED STATES OF AMERICA [Redacted] <small>(Signature of Contracting Officer)</small>
15C. DATE SIGNED <b>16 June 2005</b>	16C. DATE SIGNED <b>21 June 2005</b>

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(b)(6)

(b)(6)

(b)(6)

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

The following items are applicable to this modification:

The total contract value is revised to: \$267,153,987

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

1. Contract Clause B-1, LINE ITEM DESCRIPTION is changed to revise CLINs 0005 and 0007 to read as shown below:

<u>CLIN</u>	<u>SUPPLIES OR SERVICES</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>AMOUNT</u>
<b><u>BASIC (SEGMENT 1)</u></b>				
0001	Risk Mitigation – Statement of Work SW-JLENS-16-97, titled “JLENS Program,” incorporated herein and attached as set forth in Part III, Section J, hereof. Paragraphs for Risk Mitigation in said Statement of Work and the contractor’s Risk Mitigation Approach attached to this contract as Attachment A6.	1	Task	\$ 437,946
0002	Contract Data Requirements List (CDRL), DD Form 1423, Exhibit A, consisting of Exhibit Line Item Nos. A001, A002, A004, A006, A008, A015, A019 and A020 incorporated herein and attached as set forth in Part III, Section J, hereof.	1	Lot	Not Separately Priced
0003	JLENS System: Design, Development, Fabrication, Integration, and Test – Statement of Work SW-JLENS-16-97, titled “JLENS Program,” incorporated herein and attached as set forth in Part III, Section J, hereof.	1	Task	\$145,166,476
0004	Contract Data Requirements List (CDRL), DD Form 1423, Exhibit A, consisting of Exhibit Line Item Nos. A001 through A031, incorporated herein and attached as set forth in Part III, Section J, hereof.	1	Lot	Not Separately Priced
0005	JLENS System – Statement of Work SW-JLENS-16-97, titled “JLENS Program, CLINs 0003, 0005, 0007, 0009, 0011” incorporated herein and attached as set forth in Part III, Section J, hereof.			
0005AA	JLENS Technology Development; Statement of Work as specifically described therein	1	Task	\$ 68,712,107
<b><u>OPTION IA</u></b>				
0005AB	JLENS System Development & Demonstration; Statement of Work as specifically described therein.	1	Task	\$700,935,118*

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**OPTION IB**

0005AC	JLENS System 5th Platform	1	Task	\$ 17,362,936
0006	Contract Data Requirements List (CDRL), DD Form 1423, Exhibit A, consisting of Exhibit Line Item Nos. A001 through A020 and A023 through A028, incorporated herein and attached as set forth in Part III, Section J, hereof.	1	Lot	Not Separately Priced
0007	SuR: Design, Development, Fabrication, Integration, Test and Demonstration – Statement of Work SW-JLENS-16-97, titled “JLENS Program, CLINs 0003, 0005, 0007, 0009, 0011” incorporated herein and attached as set forth in Part III, Section J, hereof.			
0007AA	JLENS SuR Technology Development; Statement of Work as specifically described therein	1	Task	\$10,832,348

**OPTION II**

0007AB	JLENS SuR System Development & Demonstration; Statement of Work as specifically described therein.	1	Task	\$175,099,862*
0007AC	Mobile Mooring Station	1	Task	\$ 10,868,600*
0007AD	Leave Behind Capability including Ground Support Equipment	1	Task	\$ 61,868,600*
0008	Contract Data Requirements List (CDRL), DD Form 1423, Exhibit A, consisting of Exhibit Line Item Nos. A001 through A020 and A023 through A031, incorporated herein and attached as set forth in Part III, Section J, hereof.	1	Lot	Not Separately Priced

**OPTION III**

0009	Component Demonstrations/Exercises – Statement of Work SW-JLENS-16-97, titled “JLENS Program, CLINs 0003, 0005, 0007, 0009, 0011” incorporated herein and attached as set forth in Part III, Section J, hereof.	See B-14		
0009AA	Level-of-Effort (Includes labor, travel, subcontracts)	See B-14		\$14,095,880
0009AB	Materials	See B-14		\$ 5,528,296
0010	Contract Data Requirements List (CDRL), DD Form 1423, Exhibit A, consisting of Exhibit Line Item Nos. A001, A002, A005, A006, A010, A012, A013, A015, A016, A017, A018, A019, A020, A021 and A025, incorporated herein and attached as set forth in Part III, Section J, hereof.	1	Lot	Not Separately Priced

**OPTION IV**

0011	Operations & Sustainment (O&S) Support – Statement of Work SW-JLENS-16-97, titled “JLENS Program, CLINs 0003, 0005, 0007, 0009, 0011” incorporated herein and attached as set forth in Part III, Section J, hereof.	1	Task	\$ 41,558,000*
0012	Contract Data Requirements List (CDRL), DD Form 1423, Exhibit A, consisting of Exhibit Line Item Nos. A001, A002, A005, A006, A010, A012, A018, A019, A020,	1	Lot	Not Separately Priced

001060

A021, A023, A025, incorporated herein and attached as set forth in Part III, Section J, hereof.

Priced

**BASIC**

0013	Spiral 1 – COTS – Based System  Statement of Work SW-JLENS-16-97, titled “JLENS Program, Spiral 1”, incorporated herein and attached as set forth in Part III, Section J, hereof.	1	Task	\$41,047,110
0014	Contract Data Requirements List (CDRL), DD Form 1423, Exhibit A, consisting of Exhibit Line Item Nos. A001, A002, A003, A005, A006, A008 through A020, A022, A023, and A025 through A028 incorporated herein and attached as set forth in Part III, Section J, hereof.	1	Lot	Not Separately Priced

**OPTION V**

0015	Operations & Sustainment – Statement of Work SW-JLENS-16-97, titled “JLENS Program, Spiral 1”, incorporated herein and attached as set forth in Part III, Section J, hereof. Paragraphs 1.1, 1.2, 1.3, 2.1, 2.2, 2.3, 2.4, 2.5, 2.6.1, 2.9, 3.1, 3.4, 3.5.1, 3.5.6, 3.7, 3.8, 5.6, 6.1.2, 6.1.3, 6.1.4, 6.1.5, 6.1.6, 6.2, 6.3, 6.4, 7.0, and 8.0	See B-15		
0015AA	Level-of-Effort (Includes labor and travel)	See B-15		\$8,323,376
0015AB	Materials	See B-15		\$ 250,378
0016	Contract Data Requirements List (CDRL), DD Form 1423, Exhibit A, consisting of Exhibit Line Item Nos. A001, A002, A005, A006, A010, A012, A017 through A023, and A025, incorporated herein and attached as set forth in Part III, Section J, hereof.	1	Lot	Not Separately Priced

**\*Not-to-Exceed (NTE) subject to downward negotiations only.**

2. Contract Clause B-5, TARGET COST, TARGET FEE, MINIMUM INCENTIVE FEE, MAXIMUM INCENTIVE FEE, AND INCENTIVE ARRANGEMENT FOR CLINs 0005/0006 and 0007/0008 , are changed to read as shown below: *(change indicated in bold)*

SUBCLIN 0005AA

- a. Target cost:
- b. Target fee:
- c. Minimum incentive fee:
- d. Maximum incentive fee:
- e. Total target cost and target fee:



(b)(4)

**\$68,712,107**

001061

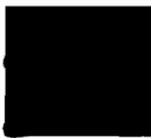
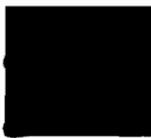
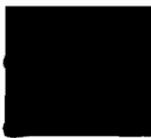
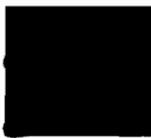
SUBCLIN 0005AB

- a. Target cost: TBD
- b. Target fee: TBD
- c. Minimum incentive fee: TBD
- d. Maximum incentive fee: TBD
- e. Total target cost and target fee: \$700,935,118\*

SUBCLIN 0005AC

- a. Target cost:  (b)(4)
- b. Target fee:  (b)(4)
- c. Minimum incentive fee:  (b)(4)
- d. Maximum incentive fee:  (b)(4)
- e. Total target cost and target fee: \$17,362,936

SUBCLIN 0007AA

- a. Target cost:  (b)(4)
- b. Target fee:  (b)(4)
- c. Minimum incentive fee:  (b)(4)
- d. Maximum incentive fee:  (b)(4)
- e. Total target cost and target fee: \$10,832,348

SUBCLIN 0007AB

- a. Target cost: TBD
- b. Target fee: TBD
- c. Minimum incentive fee: TBD
- d. Maximum incentive fee: TBD
- e. Total target cost and target fee: \$175,099,862\*

SUBCLIN 0007AC

- a. Target cost: TBD
- b. Target fee: TBD
- c. Minimum incentive fee: TBD
- d. Maximum incentive fee: TBD
- e. Total target cost and target fee: \$10,868,600\*

SUBCLIN 0007AD

- a. Target cost: TBD
- b. Target fee: TBD
- c. Minimum incentive fee: TBD
- d. Maximum incentive fee: TBD
- e. Total target cost and target fee: \$61,868,600\*

\* NOT-TO-EXCEED (NTE) SUBJECT TO DOWNWARD NEGOTIATIONS ONLY.

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3. The following clause is added to Section B:

INCENTIVE FEE FOR CLINS 0005/0006 AND CLINS 0007/0008:

SUBCLIN 0005AA: SEE BELOW  
SUBCLIN 0005AB (IF EXERCISED): RESERVED  
SUBCLIN 0005AC: SEE BELOW  
SUBCLIN 0007AA: SEE BELOW  
SUBCLINS 0007AB/AC/AD (IF EXERCISED): RESERVED

In accordance with General Provisions FAR 52.216-7, entitled "Allowable Cost and Payments", and FAR 52.216-10, entitled "Incentive Fee", the total amount for reimbursement of cost and fee for performance under SUBCLINS 0005AA, SUBCLINS 0005AC, CLIN 0006, SUBCLIN 0007AA, CLIN 0008 are set forth below:

SUBCLIN 0005AA

Target Cost [REDACTED] (b)(4)  
Target Fee [REDACTED]  
Incentive Arrangement: Maximum Fee - [REDACTED] (b)(4)  
Minimum Fee - [REDACTED]

Subclin 0005AC

Target Cost [REDACTED] (b)(4)  
Target Fee [REDACTED]  
Incentive Arrangement: Maximum Fee - [REDACTED] (b)(4)  
Minimum Fee - [REDACTED]

SUBCLIN 0007AA

Target Cost [REDACTED] (b)(4)  
Target Fee [REDACTED]  
Incentive Arrangement: Maximum Fee - [REDACTED] (b)(4)  
Minimum Fee - [REDACTED]

Underrun: [REDACTED] Government/ [REDACTED] Contractor for the amount by which the total allowable cost is less than the target cost until maximum fee is attained. (b)(4)

Overrun: [REDACTED] Government/ [REDACTED] Contractor for the amount by which the total allowable cost exceeds the target cost until minimum fee is attained.

FAR 52.216-10 INCENTIVE FEE

Paragraph (e)(1) is stated as follows:  
“(e) Fee Payable. (1) The fee payable under this contract shall be the target fee increased by [REDACTED] for every dollar that the total allowable cost is less than the target cost or decreased by [REDACTED] for every dollar that the total allowable cost exceeds the target cost. In no event shall the fee be greater than [REDACTED] or less than [REDACTED] of the target cost.” (b)(4)

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4. Contract Clause B-11, COMPLETION TYPE COST REIMBURSEMENT CONTRACT, is changed to read as shown below: *(changes indicated in bold)*

COMPLETION TYPE COST REIMBURSEMENT CONTRACT:

a. Performance of Contract Line Items 0001/0002, 0003/0004, 0005AA/0006, 0005AB/0006 (if exercised), 0005AC/0006 (if exercised), 0007AA/0008, 0007AB/0008 (if exercised), 0007AC/0008 (if exercised), 0007AD/0008 (if exercised), 0011/0012 (if exercised), and 0013/0014 shall be accomplished on a completion basis as defined in FAR 16.306(d)(1). Pending satisfactory completion of the task, fee payments are provisional and are not final. Fee payments will not become final unless and until the contractor performs the task required by CLIN/SubCLINs 0003, 0005AA, 0005AB (if exercised), 0005AC (if exercised), 0007AA/0008, 0007AB/0008 (if exercised), 0007AC/0008 (if exercised), 0007AD/0008 (if exercised), 0011/0012 (if exercised), 0011 (if exercised), and 0013 and delivers data required by CLINs 0006, 0008 (if exercised), 0012 (if exercised), and 0014 and such are accepted by the Government as being satisfactory. Fee payments for CLINs 0003, 0005, and 0013 will also not become final unless and until completion of the milestones listed in F-5. In the event the task cannot be completed by the contractor within the estimated cost of the CLIN, the Government may require completion of the task without increase in fee, provided the Government increases the estimated cost of the CLIN under the LIMITATION OF COST or FUNDS contract clause.

b. CLIN 0001 will be considered complete based upon the completion of the statement of work requirements.

c. CLIN 0003 will be considered complete based upon the completion of the milestones listed in F-5 and the statement of work requirement.

d. CLIN 0005: SubCLIN 0005AA, SubCLIN 0005AB (if exercised), and SubCLIN 0005AC (if exercised) will be considered complete based upon the completion of the milestones listed in F-5 and the statement of work requirement.

e. CLIN 0007 SubCLIN 0007AA, SubCLIN 0007AB/0008 (if exercised), SubCLIN 0007AC/0008 (if exercised), SubCLIN 0007AD/0008 (if exercised) will be considered complete based upon the completion of the milestones listed in F-5 and the statement of work requirements.

f. CLIN 0011 (if exercised) will be considered complete based upon completion of the statement of work requirements.

g. CLIN 0013 will be considered complete based upon the completion of the milestones listed in F-5 and the statement of work requirement.

h. CLINs 0002, 0004, 0006, 0008 (if exercised), 0012 (if exercised), and 0014 will be considered complete based upon a determination that all data and reports have been submitted and accepted, as set forth in Block 8 of each exhibit line item number of the DD Form 1423.

6. Contract Clause B-12, SEPARATE APPLICATION OF FUNDING, is changed to read as shown below: *(changes indicated in bold)*

B-12. SEPARATE APPLICATION OF FUNDING: The Limitation of Funds and Allowable Cost and Payments clauses apply separately to each of CLIN/SubCLIN sets: 0001/0002, 0003/0004, 0005AA/0006, 0005AB/0006, 0005AC/0006, 0007AA/0008, 0007AB/0008, 0007AC/0008, 0007AD/0008, 0009/0010, 0011/0012, 0013/0014 and 0015/0016.

**SECTION F - DELIVERIES OR PERFORMANCE**

1. The contract clause entitled COMPLETION OF REQUIREMENT is changed to read as shown below:

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COMPLETION OF REQUIREMENT, is changed as follows: (*changes indicated in bold*)

a. The contractor shall complete the task required by CLIN 0001 and complete delivery of all data and reports required by CLIN 0002 by 30 Aug 1999.

b. The contractor shall complete the task required by CLIN 0003 no later than 30 Dec 2003. The contractor shall complete delivery of all data and reports required by CLIN 0004 by 31 Mar 2004.

c. The contractor shall complete the task required by CLINs 0005 and 0006 as follows:

1) The contractor shall complete the task required by SubCLIN 0005AA and complete delivery of all data and reports required by CLIN 0006 by 30 Sep 2005.

2) The contractor shall complete the task required by SubCLIN 0005AB and complete delivery of all data and reports required by CLIN 0006 by 30 Sep 2010, if exercised.

3) The contractor shall complete the task required by SubCLIN 0005AC and complete delivery of all data and reports required by CLIN 0006 by 31 Jul 2010, if exercised.

d. The contractor shall complete the task required by CLINs 0007 and 0008 as follows:

1) The contractor shall complete the tasks required by SubCLIN 0007AA and Complete delivery of all data reports required by CLIN 0008 by 30 Sep 2005.

2) The contractor shall complete the tasks required by SubCLIN 0007AB and Complete delivery of all data reports required by CLIN 0008 by 30 Sep 2008, if exercised.

3) The contractor shall complete the tasks required by SubCLIN 0007AC and Complete delivery of all data reports required by CLIN 0008 by 30 Sep 2008, if exercised.

4) The contractor shall complete the tasks required by SubCLIN 0007AD and Complete delivery of all data reports required by CLIN 0008 by 30 Sep 2008, if exercised.

e. The contractor shall provide all level of effort, data, and reports required by CLINs 0009 and 0010 by 30 Sep 2005.

f. The contractor shall complete the task required by CLIN 0011 and complete delivery of all data and reports required by CLIN 0012 by 30 Sep 2012.

g. The contractor shall complete the task required by CLIN 0013 no later than 30 Jun 2005. The contractor shall complete delivery of all data and reports required by CLIN 0014 by 30 Sep 2005.

h. The contractor shall complete the task required by CLIN 0015 and complete delivery of all data and reports required by CLIN 0016 by 30 Sep 2007.

2. Contract Clause F-5, MILESTONE EVENTS AND PERFORMANCE PERIOD, Milestone Events and Performance Period for CLIN 0007 is changed to read as shown below: (*changes indicated in bold*)

MILESTONE EVENT

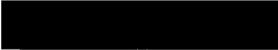
TIME PERIOD

**CLIN 0003 – PTIR System**

FP Demo

Second Quarter FY 00

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PTIR Hardware PDR	First Quarter FY 01	
PTIR Hardware CDR	Fourth Quarter FY 01	
Tether CDR	Second Quarter FY 02	
	Fourth Quarter FY 02	(b)(3)(A)
	Second Quarter FY 03	(i)&Title 10
		Sec 130 (a)(b)
Tether Test	Second Quarter FY 03	
PTIR SRS Released	Fourth Quarter FY 03	
	Third Quarter FY 03	(b)(3)(A)
Master Test Plan (Draft)	Fourth Quarter FY 03	(i)&Title 10
		Sec 130 (a)(b)
<u>CLIN 0005</u>		
SUBCLIN 0005AA		
Logistics Planning Documents	First Quarter FY 04	
Draft Master Test Plan	Third Quarter FY 04	
PTIR Build 1 SRS Released	First Quarter FY 05	
System Requirements Review (SRR)	Second Quarter FY 05	
	Fourth Quarter FY 05	(b)(3)(A)
System Functional Review	Fourth Quarter FY 05	(i)&Title 10
		Sec 130 (a)(b)
Master Test Plan	Fourth Quarter FY 05	
SUBCLIN(s) 0005AB/0005AC		
Platform PDR (Part 1 System PDR)	Second Quarter FY 06	
Platform CDR	Fourth Quarter FY 06	
System ICD	Fourth Quarter FY 06	
Processing Station & CP PDR (Part 2 System PDR)	First Quarter FY 07	
Mil O&S PDR	First Quarter FY 08	
System Integration Laboratory (SIL) Functional Verification Test (FVT)	Second Quarter FY 07	
Processing Station & CP CDR	Third Quarter FY 07	
Precision Track Illumination Radar (PTIR) 	Fourth Quarter FY 07	(b)(3)(A)
		(i)&Title 10
		Sec 130 (a)(b)

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System CDR	First Quarter FY 08	
PTIR #1 FVT Complete	Second Quarter FY 08	
	Second Quarter FY 08	(b)(3)(A)
	Third Quarter FY 08	(i)&Title 10
	First Quarter FY 09	Sec 130 (a)(b)
Orbit Test (SDD #1) Complete	Second Quarter FY 09	
Orbit FVT Test (SDD #2) Complete	Second Quarter FY 09	
Production Readiness Review	Second Quarter FY 09	
Contractor Test Report (Elevated)	Second Quarter FY 09	
Processing Station Software 	Fourth Quarter FY 09	(b)(3)(A)
Demonstration		(i)&Title 10
		Sec 130 (a)(b)
Log Demo Complete	First Quarter FY 10	
JTA-A Certification Complete	First Quarter FY 10	
PQT Complete/Contractor Final Test Report/DD 250	Second Quarter FY 10	
<u>CLIN 0007</u>		
<u>SUBCLIN 0007AA – SuR</u>		
Sur TIM	Third Quarter FY05	
Sur Risk Reduction IPR	Fourth Quarter FY 05	
Sur Draft PIDS Review to Support System Functional Review	Fourth Quarter FY05	
<u>SUBCLIN 0007AB</u>		
SuR Preliminary Design Review	First Quarter FY 06	
SuR Critical Design Review	Second Quarter FY 06	
	First Quarter FY 08	(b)(3)(A)
SuR Delivery	Fourth Quarter FY 08	(i)&Title 10
		Sec 130 (a)(b)
<u>SUBCLIN 0007AC - SuR</u>		
Mobile Mooring Station Delivery	Fourth Quarter FY 08	
<u>SUBCLIN 0007AD – SuR</u>		
Leave Behind Capability Including GSE	Fourth Quarter FY 08	

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SuR Launch and Recovery	<b>TBD</b>	
CLIN 0011		
Deliver Final Report	Twenty-four Months after exercise of Option	
<u>CLIN 0013 – Spiral 1</u>		
System Requirements Review	Second Quarter FY 03	
System Functional Review	Third Quarter FY 03	
Spiral 1 Radar IPR	Fourth Quarter FY 03	
Platform IPR	First Quarter FY 04	
Communication Payload IPR	Second Quarter FY 04	
Processing Station IPR	Third Quarter FY 04	
SIL Demonstration	Fourth Quarter FY 04	
Spiral 1 Radar FVT	Third Quarter FY 05	
Spiral 1 Platform FVT	First Quarter FY 05	
Integration Testing	Second Quarter FY 05	
	Third Quarter FY 05	<b>(b)(3)(A)</b>
	Fourth Quarter FY 05	<b>(i)&amp;Title 10 Sec 130 (a)(b)</b>

3. Paragraph F-6, DD 250 (Applicable to CLIN 0005 only), is added as follows:

The signing of the DD 250's for the SDD units will occur upon successful completion of the Product Qualification Test (PQT) and acceptance of the final Test Report under CDRL A016 (notionally Second Quarter FY 10). This process will verify compliance to the system specification.

**SECTION G - CONTRACT ADMINISTRATION DATA**

1. Paragraph G-5, ACCOUNTING AND APPROPRIATION DATA, is modified to add the following:

CLIN 0003:

ACRN: AY  
CUMULATIVE AMOUNT: \$550,000  
ACCT CLASS: 214 2040 5Q 5Q17 P172419E55 255Y ER4D730000 S01021  
ER4D730000/44KJLE/4K0000  
ORDER NO: ER4D730000-03 FUNDED AMT: (\$ 450,000) (P00104)

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CLIN 0005AA:

ACRN: BA  
CUMULATIVE AMOUNT: \$24,527,878  
ACCT CLASS: 214 2040 5Q 5Q17 P172419E55 255Y ER4D731500 S01021  
ER4D731500/44KJLE/4K0000  
ORDER NO: ER4D731500-10 FUNDED AMT: \$ 450,000 (P00104)

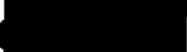
ACRN: BH  
CUMULATIVE AMOUNT: \$41,518,908  
ACCT CLASS: 215 2040 5Q 5Q17 P172419E55 255Y ER5D730000 S01021  
ER5D730000/54KJLE/4K0000  
ORDER NO: ER5D730000-02 FUNDED AMT: \$16,619,576 (P00104)

CLINs 0007AA:

ACRN: BP  
CUMULATIVE AMOUNT: \$10,832,348  
ACCT CLASS: 214 2040 2040 5Q 5Q17 P172419E55 255Y ER5D731000 S01021  
ER5D731000/54KJLE/4K0000  
ORDER NO: ER5D731000-01 FUNDED AMT: \$ 2,517,447 (P00104)  
ER5D731000-02 FUNDED AMT: \$ 190,348 (P00104)

2. Contract Clause G-6, IMPLEMENTATION OF AND EXPLANATION OF THE RELATIONSHIP OF THE ,  
LIMITATION OF FUNDS (LOF) CLAUSE TO FEE OBLIGATIONS, paragraphs b, c, and d, funds for CLIN 0003,  
SubCLIN 0005AA, and SubCLIN 0007AA are changed to read as follows:

b. CLINs 0003 and 0004:

(1) Amount Required for Full Funding, Including Fee(s):	<b>\$145,166,476.00</b>
(2) Amount Allotted Under the LOF Clause for Payment of Target Cost:	 (b)(4)
(3) Amount Separately Obligated for Payment of Target Fee:	 (b)(4)
(4) Total Amount Allotted and Obligated:	\$ 94,288,100.52
(5) Net Amount Required for Full Funding:	\$ 50,878,375.48
(6) Estimated Period of Performance the Allotted Amount Will Cover:	31 Dec 03

c. CLINs 0005 and 0006:

SUBCLIN 0005AA

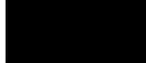
(1) Amount Required for Full Funding, Including Fee(s):	\$ 68,712,107
(2) Amount Allotted Under the LOF Clause for Payment of Costs:	 (b)(4)
(3) Amount Separately Obligated for Payment of Target Fee:	 (b)(4)
(4) Total Amount Allotted and Obligated	\$ 68,712,107

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- (5) Net Amount Required for Full Funding: -0-
- (6) Estimated Period of Performance the Allotted Amount Will Cover: 30 Sep 2005

d. CLINs 0007 and 0008:

SUBCLIN 0007AA

- (1) Amount Required for Full Funding, Including Fee(s): \$10,832,348
- (2) Amount Allotted Under the LOF Clause for Payment of Costs:  (b)(4)
- (3) Amount Separately Obligated for Payment of Target Fee:  (b)(4)
- (4) Total Amount Allotted and Obligated: \$10,832,348
- (5) Net Amount Required for Full Funding: -0-
- (6) Estimated Period of Performance the Allotted Amount Will Cover: 30 Sep 2005

**SECTION H - SPECIAL CONTRACT REQUIREMENTS**

1. Contract Clause H-3, OPTIONS, is changed to read as follows:

H-3, OPTIONS

The option CLINs stipulated in the contract may be exercised at the unilateral option of the government. The exercise of the option CLIN shall be by written notice provided to the contractor by the Contracting Officer not later than the dates shown below provided preliminary notice is given by the government thirty (30) days prior to option exercise. The contractor shall incur no costs chargeable to any option CLIN until the Contracting Officer has provided written notification that the option CLIN has been exercised. The option CLINs may be exercised individually and the exercise of an option CLIN will include its attendant data item CLIN:

<u>OPTION</u>	<u>DATE</u>
CLINs 0005/0006	
0005AB (Option IA)**	NLT 15 Oct 2005
0005AC (Option IB)	NLT 31 Oct 2007
<b>CLINs 0007/0008 (OPTION II)</b>	
<b>0007AB</b>	<b>NLT 30 Nov 2001</b>
<b>0007AC</b>	<b>NLT 30 Nov 2002</b>
<b>0007AD</b>	<b>NLT 30 Jun 2003</b>
CLINs 0011 and 0012 (Option IV)	NLT 30 Dec 2005
CLINs 0015 and 0016 (Option V)	NLT 30 Sep 2005

\*\*The U.S. Army Space & Missile Defense Command will exercise and award Option 1A (SUBCLIN 0005AB) to the sole source Contractor (Raytheon Company) upon authorization and approval by the Milestone Decision Authority to enter into System Development and Demonstration at Milestone B and availability of JLENS

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program funding which will be provided to the Procuring Contracting Officer. This option award will be made approximately 15 days after funding availability.

In the event the contractor fails to complete the milestones required by F-5 of the contract for SubCLIN 0005AA, the government may postpone (day for day) the exercise of the Option for SubCLIN 0005AB and/or SubCLIN 0005AC without increase in the estimated cost and fee. In the event the contractor fails to complete the milestones required by F-5 of the contract for CLIN 0005 and/or CLIN 0007, the government may postpone the exercise of the option for CLINs 0011 and 0012 without increase in the estimated cost and fee.

**SubCLIN 0007AB, 0007AC and SubCLIN 0007AD may be exercised individually. SubCLIN 0007AD may only be exercised if SubCLIN 0007AB has been exercised.**

CLIN 0009: At the unilateral option of the government, CLIN 0009 may be exercised incrementally or totally at any time during the period of performance of the contract, up to the amount set forth in Section B of the contract. The CPFF unit price per DPPH [REDACTED] will be used to exercise CLIN 0009, if it is exercised incrementally. (b)(4)

CLIN 0015: At the unilateral option of the government, CLIN 0015 may be exercised incrementally or totally not later than 30 Sep 05, up to the amount set forth in Section B of the contract. The CPFF unit price per DPPH [REDACTED] will be used to exercise CLIN 0015, if it is exercised incrementally. (b)(4)

2. Contract Clause H-10, INCREMENTAL FUNDING OF THE CONTRACT, is changed to read as follows:

H-10. INCREMENTAL FUNDING OF THE CONTRACT:

a. It is expected that allotments within each fiscal year will be made on an incremental basis in accordance with the LIMITATION OF FUNDS clause.

b. Pursuant to the Limitation of Funds clause, the sum of \$440,100 is presently allotted to CLIN 0001 and available for payment to cover the work to be performed hereunder until 30 Sep 99. The amount of \$0 is obligated for Potential Fee for a total amount of \$440,100 for CLIN 0001.

c. Pursuant to the LIMITATION OF FUNDS clause, the sum of [REDACTED] is presently allotted to CLIN 0003 and available for payment to cover the work to be performed hereunder until 31 Dec 03. The amount of [REDACTED] is obligated for Potential Fee (if applicable), for a total amount of \$94,288,100.52 for CLIN 0003. (b)(4)

d. Pursuant to the LIMITATION OF FUNDS clause, the sum of [REDACTED] is presently allotted to SubCLIN 0005AA and available for payment to cover the work to be performed hereunder until 30 Jun 05. The amount of [REDACTED] is obligated for Potential Fee (if applicable), for a total amount of \$68,712,107 for SubCLIN 0005AA. (b)(4)

e. Pursuant to the LIMITATION OF FUNDS clause, the sum of [REDACTED] is presently allotted to SubCLIN 0007AA and available for payment to cover the work to be performed hereunder until 30 Sep 05. The amount of [REDACTED] is obligated for Potential Fee (if applicable), for a total amount of \$10,832,348 for SubCLIN 0007AA.

f. Pursuant to the LIMITATION OF FUNDS clause, the sum of [REDACTED] is presently allotted to CLIN 0013 and available for payment to cover the work to be performed hereunder until 30 Sep 05. The amount of [REDACTED] is obligated for Potential Fee (if applicable), for a total amount of \$40,047,110 for CLIN 0013. (b)(4)

g. It is anticipated that funds will be allotted and obligated (combined amounts for Cost and Potential Fee) as follows:

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	<u>PLANNED DATE OF FUNDING</u>	<u>AMOUNT</u>	<u>CUMULATIVE</u>
CLIN 0001	Current Obligations (Jun 99)		\$440,100
CLIN 0003	Current Obligations (Nov 04)		<b>\$94,288,100.52</b>
SUBCLIN 0005AA	Current Obligations (Nov 04)		<b>\$68,712,107</b>
<b>SUBCLIN 0007AA</b>	<b>Current Obligations (May 05)</b>		<b>\$10,832,348</b>
CLIN 0013	Current Obligations (Nov 04) FY 05	\$1,000,000	\$40,047,110

g. The Government may unilaterally change planned allotments. Such changes in planned allotments will not in and of themselves entitle the contractor to an equitable adjustment under this contract. However, any equitable adjustment which is required will be settled in accordance with the CHANGES clause of the contract. If the contractor incurs costs at a pace which exceeds the foregoing allotment schedule then the contractor shall not be entitled to an increase in the potential award fee unless and to the extent that the accelerated spending is caused by a change to the contract independently changing the work.

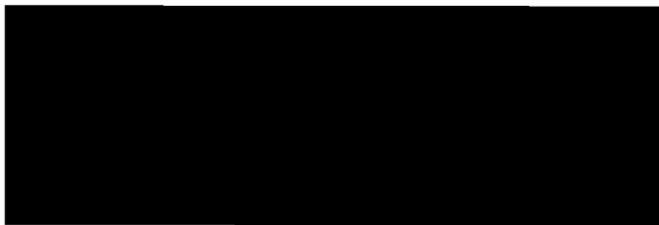
h. Nothing herein shall be interpreted as creating an obligation in advance of an appropriation or allotment.

i. At any time the contractor determines that the next planned allotment or any succeeding allotment will not be sufficient, the contractor shall notify the Contracting Officer in writing. In accordance with the LIMITATION OF FUNDS clause, this notice is required 30 days prior to the end of the then current funding period. (This notice is in addition to the notice required by paragraph (c) of the LIMITATION OF FUNDS clause.)

**SECTION J - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS**

The List of Attachments is changed as shown below:

<u>TITLE</u>	<u>DATE</u>	<u># OF PAGES</u>
<u>CLINs 0003, 0005, 0007, 0009, 0011</u> Statement of Work SW-JLENS-16-97, "JLENS Program, CLINs 0003, 0005, 0007, 0009, 0011," Rev. 10	<b>26 Apr 05</b>	14
Contract Data Requirements List (DD Form 1423) Exhibit A with Distribution List & Data Item Nos. A001 through A031	<b>Apr 05</b>	31



(b)(3)(A)  
(i)&Title 10 Sec  
130 (a)(b)

(b)(7)(E)

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AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1 CONTRACT ID CODE V	PAGE OF PAGES 1   2	
2. AMENDMENT/MODIFICATION NO. 0106		3. EFFECTIVE DATE 8/12/05		4. REQUISITION/PURCHASE REQ. NO.	
6. ISSUED BY US ARMY ENGINE & SUPPORT DEFENSE COMMAND ██████████ P.O. BOX 1800 HUNTSVILLE AL 35807-3901		CODE W0113M		7. ADMINISTERED BY (if other than item 6) DCMA HUNTSVILLE BUILDING 4608, SUITE 301 MARTIN ROAD REDSTONE ARSENAL AL 35898-0001	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) RAYTHEON COMPANY 180 HARTWELL ROAD BEDFORD MA 01730-0003		9A. AMENDMENT OF SOLICITATION NO.		9B. DATED (SEE ITEM 11)	
CODE 04164		FACILITY CODE		10A. MOD. OF CONTRACT/ORDER NO X DASG60-98-C-0001	
				10B. DATED (SEE ITEM 13) X 20-Aug-1998	
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA (if required)					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).					
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.204					
D. OTHER (Specify type of modification and authority)					
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Due to a Standard Procurement System defect, the date shown in Block 10B of the SF 30 may be inaccurate. The date should be 19 August 1998.  The purpose of this modification is to incorporate a revised DD form 254, Contract Security Classification Specifications, into the existing contract at no additional cost to the government.  Except as referenced above, all other terms and conditions of the original contract remain unchanged.					
Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.					
15A. NAME AND TITLE OF SIGNER (Type or print)			15A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)		
██████████			██████████		
15C. DATE SIGNED 8/11/05		15B. UNITED STATES OF AMERICA BY ██████████		16C. DATE SIGNED 8/12/05	

(b)(6)



(b)(6)

MOD  
PO0105  
NOT  
AWARDED

001073

30-105-04

STANDARD FORM 30 (Rev. 10-83)  
Prescribed by GSA  
FAR (48 CFR) 53.243

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

**The following items are applicable to this modification:**

1. The purpose of this modification is to incorporate a revised DD form 254, Contract Security Classification Specification, into the existing contract at no additional cost to the government.
2. Section J – List of Attachments, Contract Security Classification Specification (DD form 254) is revised to read as follows:

<u>TITLE</u>	<u>DATE</u>	<u># OF PAGES</u>
Contract Security Classification Specification (DD form 254), Revision 8	24 June 2005	8

3. The following page substitution is hereby incorporated into the contract:

<u>DELETE</u>	<u>ADD</u>
Page 68, Modification P00105	Page 68, Modification P00106

001074

PART III - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS

<u>PAGES</u>	<u>TITLE</u>	<u>DATE</u>	<u># OF</u>
	Award/Contract (SF 26) and Continuation Sheets		66
	<b>Contract Security Classification Specification (DD Form 254-E) Rev 8</b>	<b>24 Jun 05</b>	<b>8</b>
	<u>CLIN 0001:</u> Statement of Work SW-JLENS-16-97, "JLENS Program," Rev. 1 with Attachment A (Applicable to CLIN 0001 only.), attached hereto by reference and previously furnished.	01 Oct 99	12
	<u>CLINs 0003, 0005, 0007, 0009, 0011</u> Statement of Work SW-JLENS-16-97, "JLENS Program, CLINs 0003, 0005, 0007, 0009, 0011," Rev. 10	26 Apr 05	14
	<u>CLINs 0013, 0015</u> Statement of Work SW-JLENS-16-97, "JLENS Program, Spiral 1," Rev. 4	03 Dec 02	15
	U.S. Army Strategic Defense Command Ballistic Missile Defense (BMD) Classification Guide, incorporated herein by reference. Upon request, the Contracting Officer will provide.	03 Jul 89	132
	Military Standard (MIL-STD) 1806, Marking Technical Data Prepared by or for the Department of Defense, incorporated herein by reference.	1 Feb 90	43
	Joint Aerostat Project Management Office Aerostat Development Program Security Classification Guide incorporated by reference and previously furnished.	7 Jul 00	32



(b)(3)(A)  
 (i)&Title  
 10 Sec 130  
 (a)(b)

(b)(7)(E)

001075

**DEPARTMENT OF DEFENSE  
CONTRACT SECURITY CLASSIFICATION SPECIFICATION**  
*(The requirements of the DoD Industrial Security Manual apply to all security aspects of this effort.)*

<b>1. CLEARANCE AND SAFEGUARDING</b>	
a. FACILITY CLEARANCE REQUIRED	(b)(7)(E)
b. LEVEL OF SAFEGUARDING REQUIRED	(b)(7)(E)

**2. THIS SPECIFICATION IS FOR:** *(X and complete as applicable)*

**3. THIS SPECIFICATION IS:** *(X and complete as applicable)*

<input checked="" type="checkbox"/> a. PRIME CONTRACT NUMBER DASG60-98-C-0001	<input type="checkbox"/> ORIGINAL (Complete date in all cases) DATE (YYYYMMDD) 19980113
<input type="checkbox"/> b. SUBCONTRACT NUMBER	<input checked="" type="checkbox"/> b. REVISED (Supersedes all previous specs) REVISION NO. 8 DATE (YYYYMMDD) 20050624
<input type="checkbox"/> c. SOLICITATION OR OTHER NUMBER DUE DATE (YYYYMMDD)	<input type="checkbox"/> c. FINAL (Complete Item 5 in all cases) DATE (YYYYMMDD)

**4. IS THIS A FOLLOW-ON CONTRACT?**  YES  NO. If Yes, complete the following:  
Classified material received or generated under DASG60-96-C-0190 (Preceding Contract Number) is transferred to this follow-on contract.

**5. IS THIS A FINAL DD FORM 254?**  YES  NO. If Yes, complete the following:  
In response to the contractor's request dated \_\_\_\_\_, retention of the classified material is authorized for the period of \_\_\_\_\_

**6. CONTRACTOR** *(Include Commercial and Government Entity (CAGE) Code)*

a. NAME, ADDRESS, AND ZIP CODE Raytheon Company (Integrated Defense Systems) 350 Lowell Street Room AME219 Andover, MA 01810	b. CAGE CODE 04164	c. COGNIZANT SECURITY OFFICE (Name, Address, and Zip Code) NORTHEAST REGION DSS 495 SUMMER STREET BOSTON, MA 02210-2192
--	-----------------------	--

**7. SUBCONTRACTOR**

a. NAME, ADDRESS, AND ZIP CODE	b. CAGE CODE	c. COGNIZANT SECURITY OFFICE (Name, Address, and Zip Code)
--------------------------------	--------------	--

**8. ACTUAL PERFORMANCE**

a. LOCATION SAME AS BLOCK 6a SEE BLOCK 12 - REMARKS (continuation pages)	b. CAGE CODE	c. COGNIZANT SECURITY OFFICE (Name, Address, and Zip Code)
--	--------------	--

**9. GENERAL IDENTIFICATION OF THIS PROCUREMENT**  
Conduct Advanced Studies [REDACTED] (b)(3)(A)  
(i)&Title 10  
Sec 130 (a)(b)  
(b)(7)(E) (b)(7)(C)

**10. CONTRACTOR WILL REQUIRE ACCESS TO:**

a. COMMUNICATIONS SECURITY (COMSEC) INFORMATION
b. RESTRICTED DATA
c. CRITICAL NUCLEAR WEAPON DESIGN INFORMATION
d. FORMERLY RESTRICTED DATA
e. INTELLIGENCE INFORMATION (1) Sensitive Compartmented Information (SCI) (2) Non-SCI
f. SPECIAL ACCESS INFORMATION
g. NATO INFORMATION
h. FOREIGN GOVERNMENT INFORMATION
i. LIMITED DISSEMINATION INFORMATION
j. FOR OFFICIAL USE ONLY INFORMATION
k. OTHER (Specify)

**11. IN PERFORMING THIS CONTRACT, THE CONTRACTOR WILL:**

a. HAVE ACCESS TO CLASSIFIED INFORMATION ONLY AT ANOTHER CONTRACTOR'S FACILITY OR A GOVERNMENT ACTIVITY
b. RECEIVE CLASSIFIED DOCUMENTS ONLY
c. RECEIVE AND GENERATE CLASSIFIED MATERIAL
d. FABRICATE, MODIFY, OR STORE CLASSIFIED HARDWARE
e. PERFORM SERVICES ONLY
f. HAVE ACCESS TO U.S. CLASSIFIED INFORMATION OUTSIDE THE U.S., PUERTO RICO, U.S. POSSESSIONS AND TRUST TERRITORIES
g. BE AUTHORIZED TO USE THE SERVICES OF DEFENSE TECHNICAL INFORMATION CENTER (DTIC) OR OTHER SECONDARY DISTRIBUTION CENTER
h. REQUIRE A COMSEC ACCOUNT
i. HAVE TEMPEST REQUIREMENTS
j. HAVE OPERATIONS SECURITY (OPSEC) REQUIREMENTS
k. BE AUTHORIZED TO USE THE DEFENSE COURIER SERVICE
l. OTHER (Specify) SEE ITEM 13

12. PUBLIC RELEASE. Any information (classified or unclassified) pertaining to this contract shall not be released for public dissemination except as provided by the Industrial Security Manual or unless it has been approved for public release by appropriate U.S. Government authority. Proposed public releases shall be submitted for approval prior to release  Direct  Through (Specify)

PUBLIC RELEASE OF INFORMATION CONCERNING ANY ASPECT OF THIS CONTRACT IS PROHIBITED.

to the Directorate for Freedom of Information and Security Review, Office of the Assistant Secretary of Defense (Public Affairs)\* for review.  
\*In the case of non-DoD User Agencies, requests for disclosure shall be submitted to that agency.

13. SECURITY GUIDANCE. The security classification guidance needed for this classified effort is identified below. If any difficulty is encountered in applying this guidance or if any other contributing factor indicates a need for changes in this guidance, the contractor is authorized and encouraged to provide recommended changes; to challenge the guidance or the classification assigned to any information or material furnished or generated under this contract; and to submit any questions for interpretation of this guidance to the official identified below. Pending final decision, the information involved shall be handled and protected at the highest level of classification assigned or recommended. (Fill in as appropriate for the classified effort. Attach, or forward under separate correspondence, any documents/guides/extracts referenced herein. Add additional pages as needed to provide complete guidance.)

SEE ATTACHED PAGES

14. ADDITIONAL SECURITY REQUIREMENTS. Requirements, in addition to ISM requirements, are established for this contract.  Yes  No  
(If Yes, identify the pertinent contractual clauses in the contract document itself, or provide an appropriate statement which identifies the additional requirements. Provide a copy of the requirements to the cognizant security office. Use Item 13 if additional space is needed.)

15. INSPECTIONS. Elements of this contract are outside the inspection responsibility of the cognizant security office.  Yes  No  
(If Yes, explain and identify specific areas or elements carved out and the activity responsible for inspections. Use Item 13 if additional space is needed.)

16. CERTIFICATION AND SIGNATURE. Security requirements stated herein are complete and adequate for safeguarding the classified information to be released or generated under this classified effort. All questions shall be referred to the official named below.

a. TYPED NAME OF CERTIFYING OFFICIAL

b. TITLE

c. TELEPHONE (Include Area Code)

d. ADDRESS (Include Zip Code)

17. REQUIRED DISTRIBUTION

- a. CONTRACTOR
- b. SUBCONTRACTOR
- c. COGNIZANT SECURITY OFFICE FOR PRIME AND SUBCONTRACTOR
- d. U.S. ACTIVITY RESPONSIBLE FOR OVERSEAS SECURITY ADMINISTRATION
- e. ADMINISTRATIVE CONTRACTING OFFICER
- f. OTHERS AS NECESSARY (TMO)

(b)  
(6)

(b)(7)  
(E)

(b)  
(7)  
(E)

(b)(6)

(b)(6)

(b)(6)

(b)(6)

(b)(6)

001077

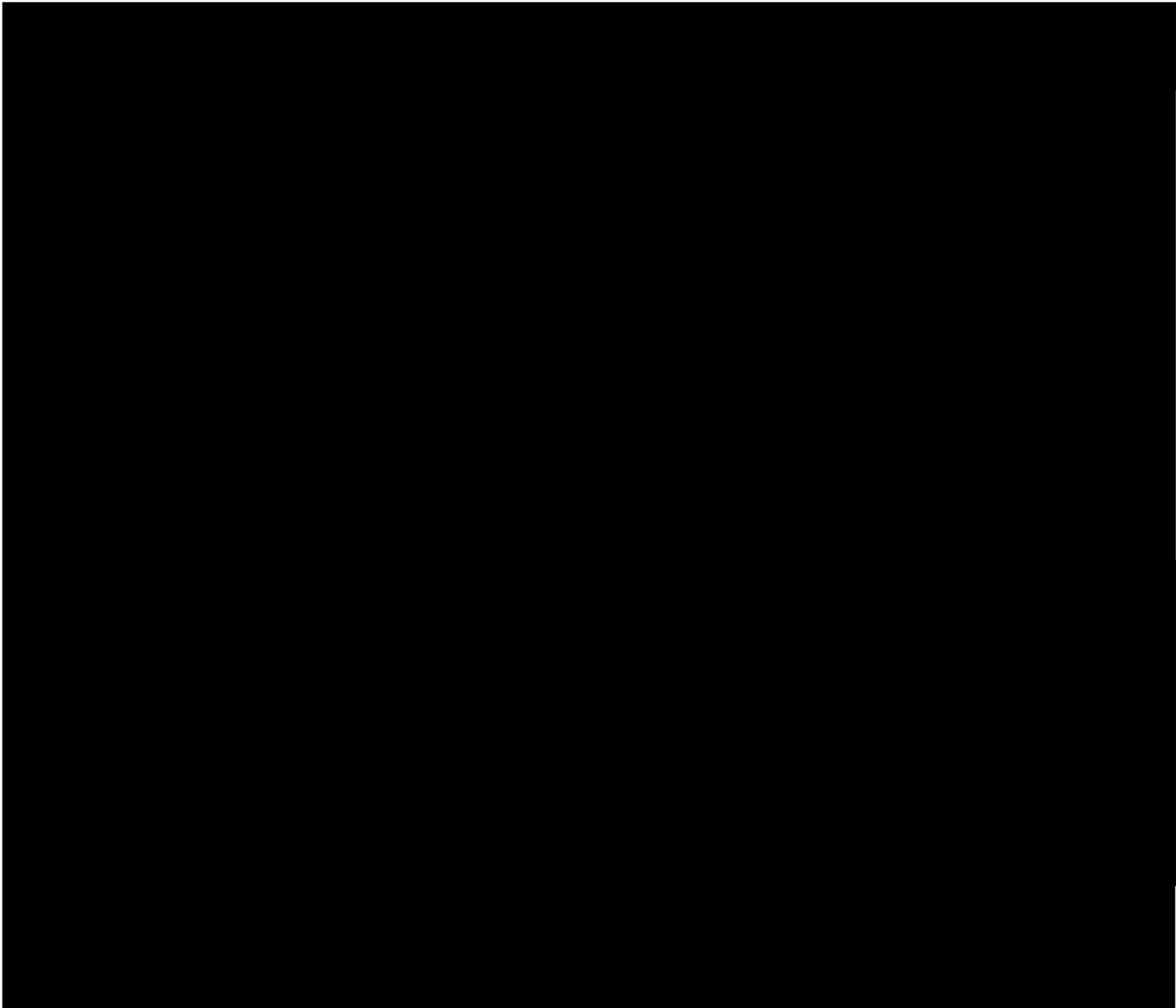
ITEM 13 Continuation

REFERENCE BLOCK 8; Actual Performance Locations.

<u>FACILITY</u>	<u>CAGE CODE</u>	<u>COGNIZANT SECURITY OFFICE</u>
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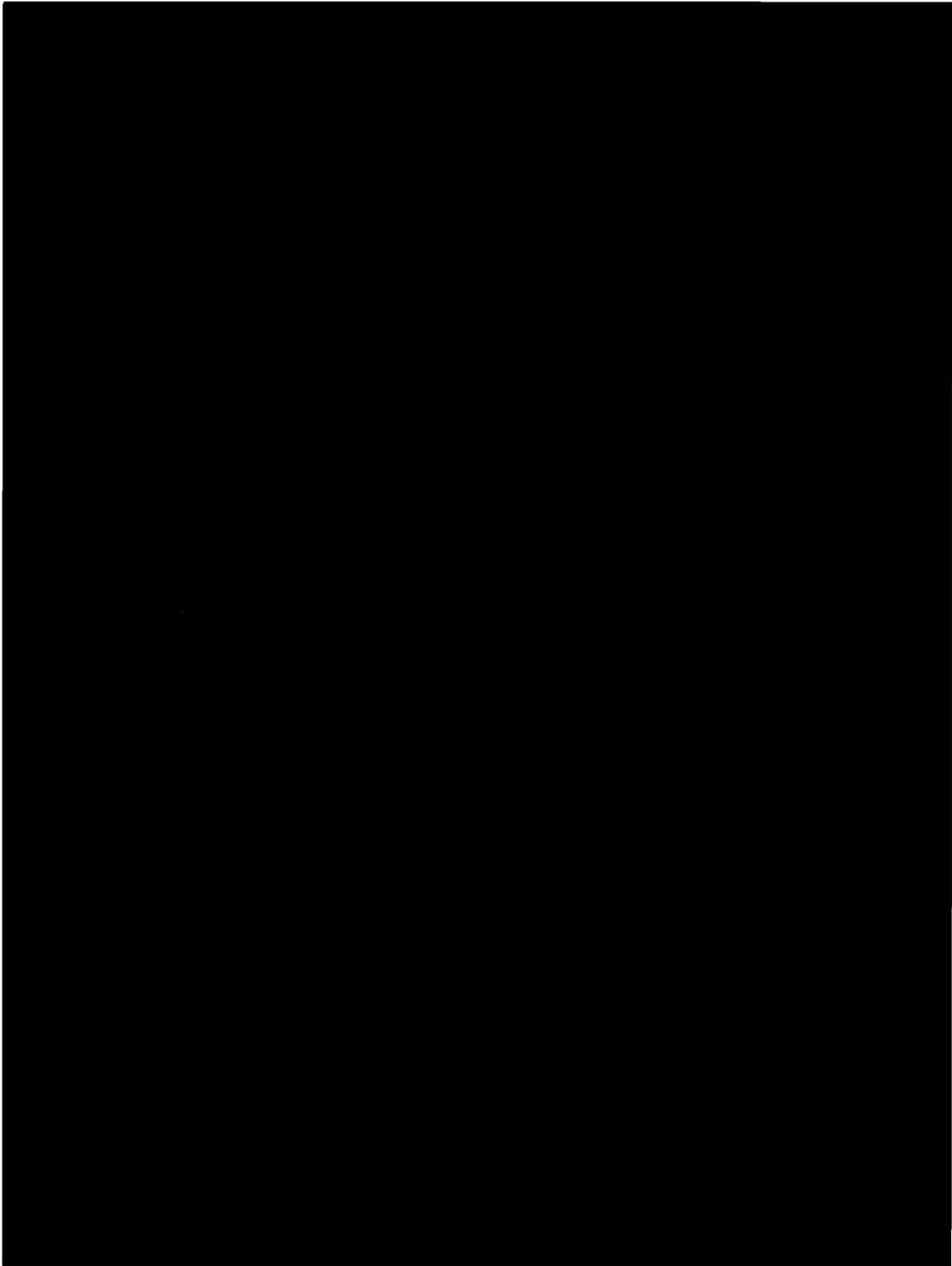
(b)(3)(A)  
(i)&Title  
10 Sec 130  
(a)(b)



(b)(7)(E)

(b)(7)(E)

001078



(b)(7)(E)



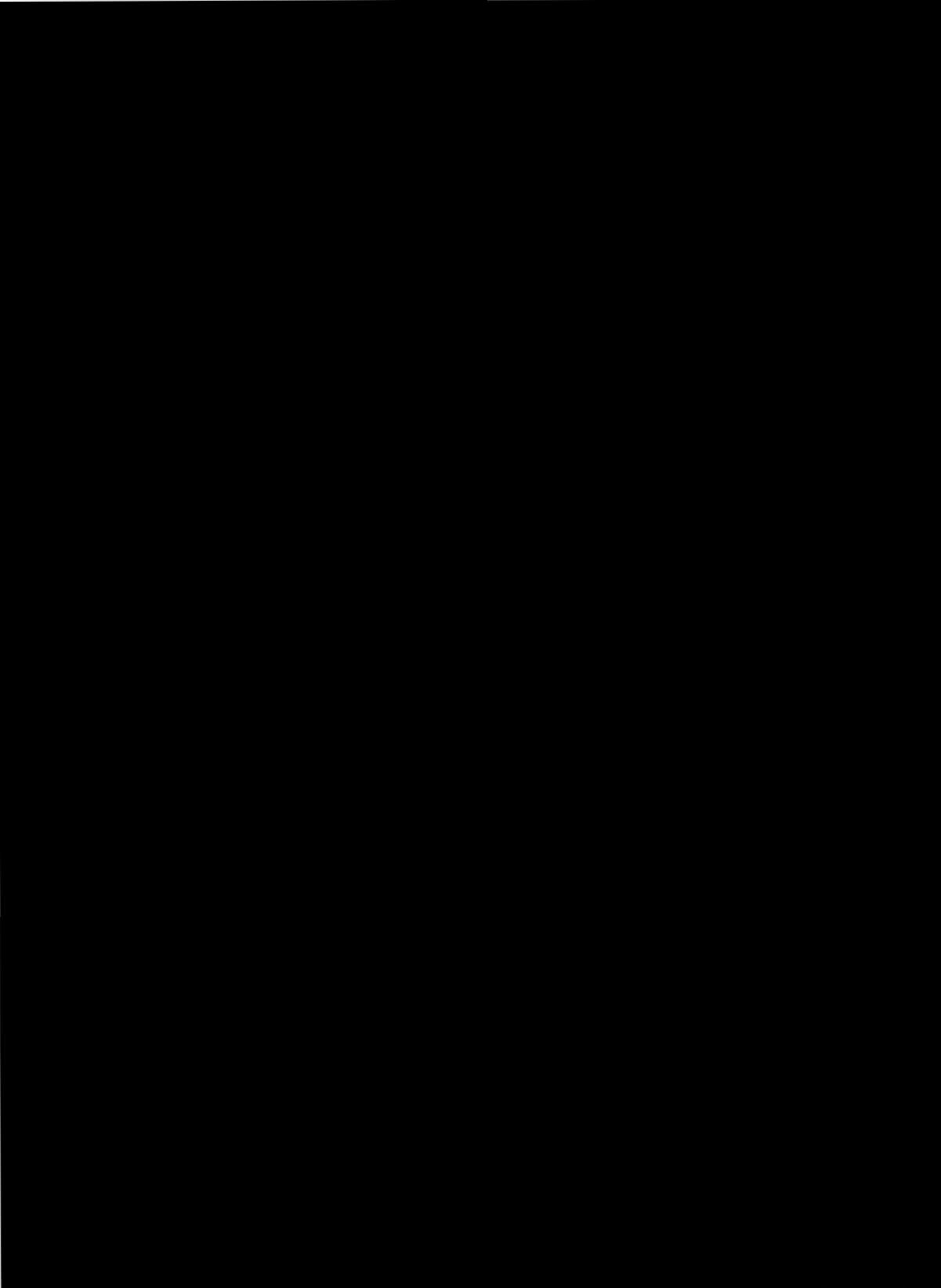
(b)(7)(E)



(b)(7)(E)



001079

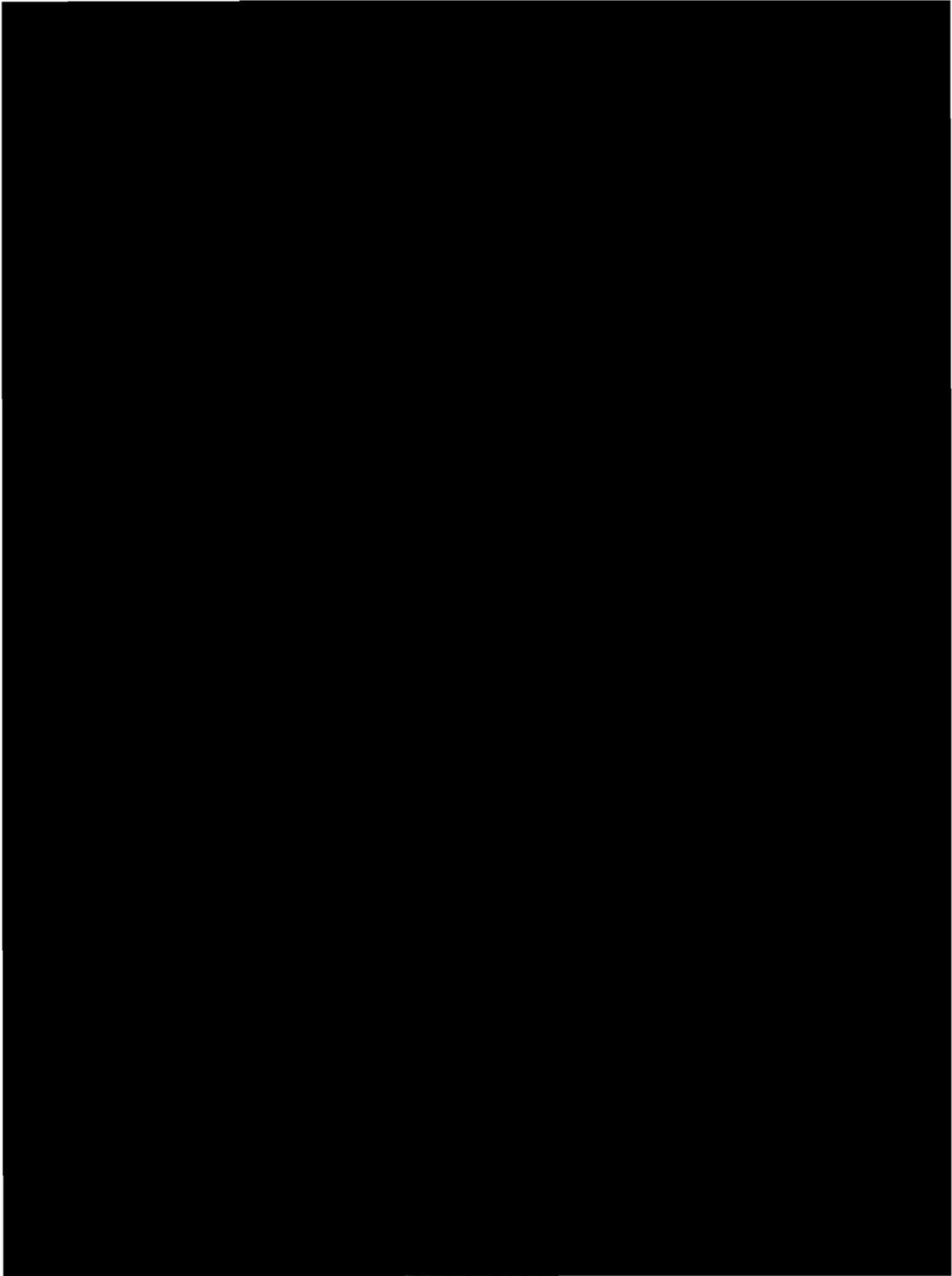


(b)(7)(E)

(b)(7)(E)

(b)(7)(E)

001080



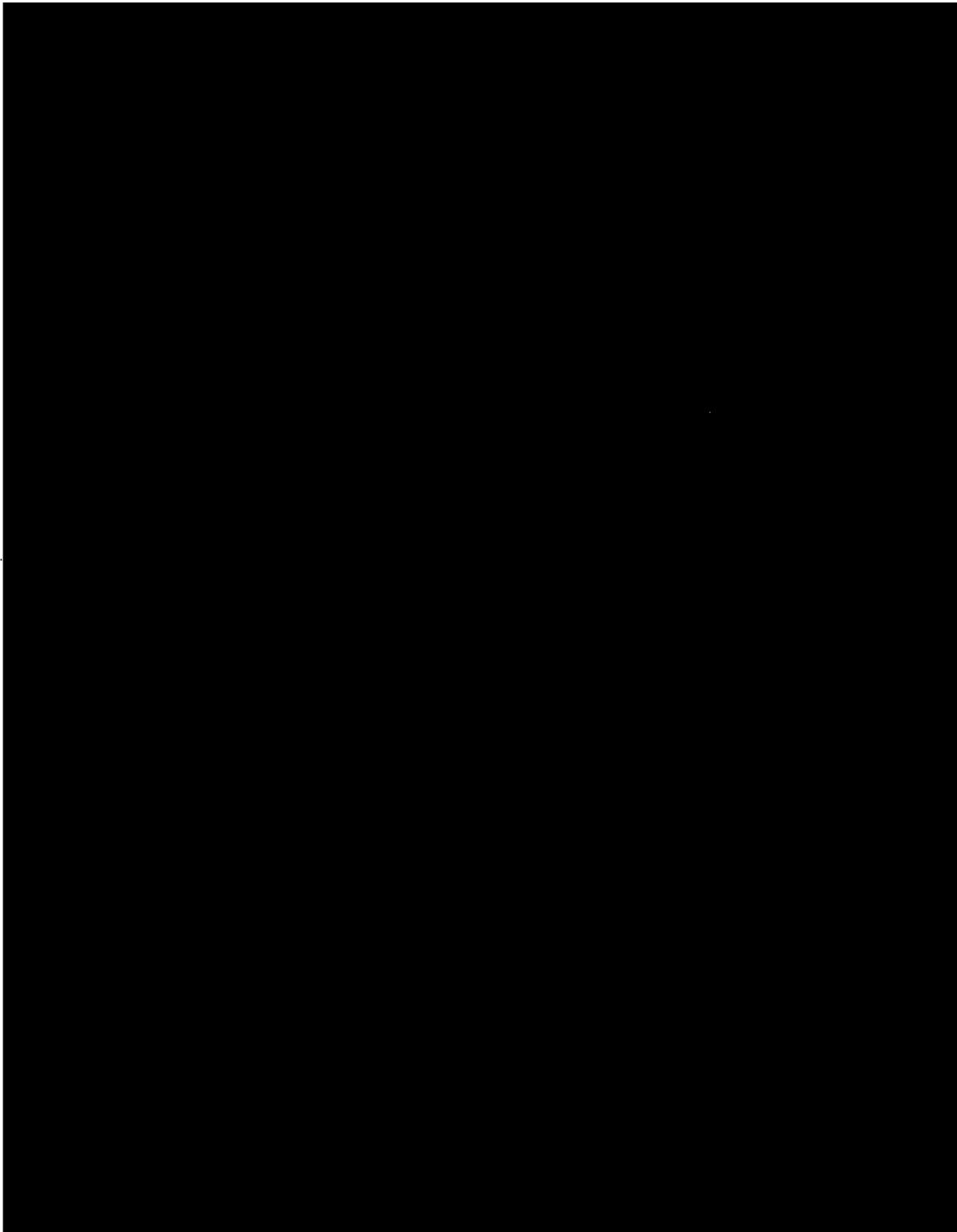
(b)(7)(E)

(b)(7)(E)

|

(b)(7)(E)

001081

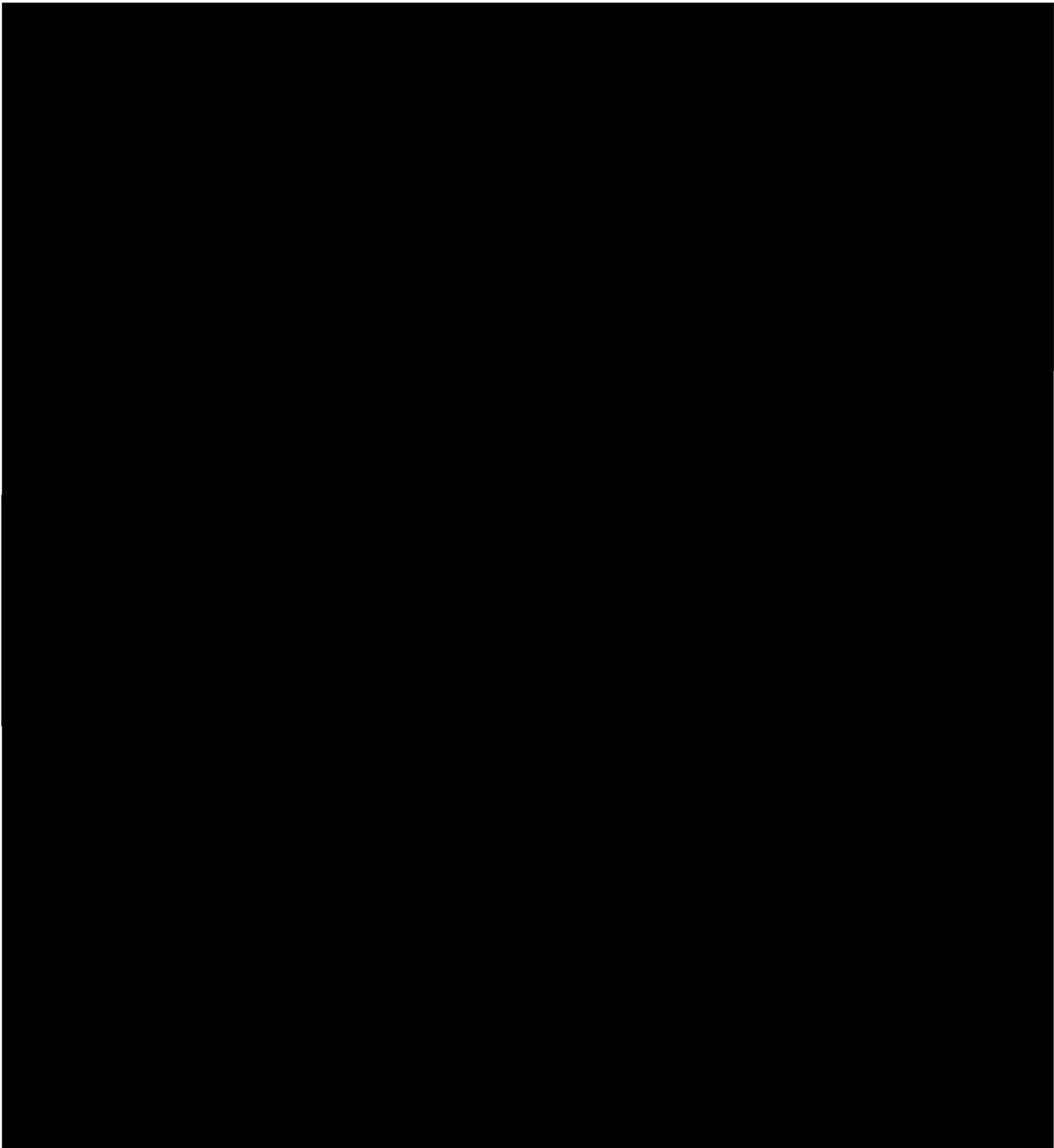


(b)(7)(E)

(b)(7)(E)

(b)(7)(E)

001082



(b)(7)(E)

(b)(7)(E)

(b)(7)(E)

001083

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1 CONTRACT ID CODE V	PAGE OF PAGES 1   2
2. AMENDMENT/MODIFICATION NO. P00107	3. EFFECTIVE DATE 03-Aug-2005	4. REQUISITION/PURCHASE (RFQ) NO.		5. PROJECT NO. (If applicable)	
6. ISSUED BY [REDACTED] MOBILE DEFENSE COMMAND P.O. BOX 1600 HUNTSVILLE AL 35807-3801	CODE W9113M	7. ADMINISTERED BY (If other than item 6) DCMA HUNTSVILLE BUILDING 4505, SUITE 301 MARTIN ROAD REDSTONE ARSENAL AL 35898-0001		CODE S0107A	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) RAYTHEON COMPANY 180 HARTWELL ROAD BEDFORD MA 01730-0000				9A. AMENDMENT OF SOLICITATION NO.	
				9B. DATED (SEE ITEM 11)	
				X 10A. MOD. OF CONTRACT/ORDER NO. DASG60-98-C-0001	
				X 10B. DATED (SEE ITEM 13) 20-Aug-1998	
CODE 04164		FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted, or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying fee, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B). A SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:					
X D. OTHER (Specify type of modification and authority) H-6, Options					
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Due to a Standard Procurement System defect, the date shown in Block 10B of the SF30 may be inaccurate. That date should be 30 Jan 1998  A portion of CLIN 0009 is hereby exercised and funded as set forth below:  CLIN 0009AB      Materials      \$3,700,000  Except as referenced above, all other terms and conditions of the contract remain unchanged.					
Except as provided herein, all terms and conditions of the document referenced in Item 2A or 10A, as heretofore changed, remains unchanged and in full force and effect.					
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)		
15B. CONTRACTOR/OFFEROR			16B. UNITED STATES OF AMERICA		(b)(6)
(Signature of person authorized to sign)			BY [REDACTED]		(b)(6)
			(Signature of Contracting Officer)		03-Aug-2005

(b)(6)



001084

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

1. As a result of the option exercise, the contract amount is increased by \$3,700,000. Standard Form 26, Block 15G, is increased accordingly, from \$288,216,923 to \$291,916,963.

2. Section B, Paragraph B-1, CLIN 0009AB is modified as follows:

a. CLIN 0009AB Available Material Dollars is decreased by \$3,700,000, from \$5,429,947 to \$1,729,947. Exercised Material Dollars is increased by \$3,700,000, from \$180,034 to \$3,880,034.

3. Section G, Paragraph G-5, CCOUNTING AND APPROPRIATION DATA, is modified to add the following:

SubCLIN 0009AB:

ACRN: BU  
ACCT CLASS: 215 2040 5Q17 P172419E55 255Y ER5D732300 S01021 ER5D732300/54KJLE/4K0000  
ORDER NO: ER5D732300-01 FUNDED AMOUNT: \$3,700,000 (P00107)

4. Section G, Paragraph G-6, IMPLEMENTATION OF THE RELATIONSHIP OF THE LIMITATION OF FUNDS (LOF) CLAUSE TO FEE OBLIGATIONS, is modified as described below:

<u>SUBCLIN 0009AB</u>	PRIOR	THIS MODIFICATION	CUMULATIVE TOTAL
(1) Amount Required for Full Funding, Including Fee(s):	\$5,528,296	-0-	\$5,528,296
(2) Amount Allotted under the LOF Clause for Payment of Costs:			(5)(4)
(3) Amount Separately Obligated for Payment of Fee:	-0-	-0-	-0-
(4) Total Amount Allotted and Obligated:	\$ 180,034	\$3,700,000	\$ 3,880,034
(5) Net Amount Required for Full Funding:	\$5,429,947	(\$3,700,000)	\$1,729,947

5. The following page substitutions are hereby incorporated into the contract:

DELETE

Page 1, Modification P00099  
Page 5, Modification P00105  
Page 28, Modification P00105  
Page 33, Modification P00105

ADD

Page 1, Modification P00107  
Page 5, Modification P00107  
Page 28, Modification P00107  
Page 33, Modification P00107

001085

<b>AWARD/CONTRACT</b>		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 360)	RATING DO-A2	PAGE OF PA 1 70
2. CONTRACT (Proc. Inst. Ident.) NO. DASG60-98-C-0001		3. EFFECTIVE DATE 98 Jan 30	4. REQUISITION/PURCHASE REQUEST/PROJECT NO.	
5. ISSUED BY [REDACTED] CODE DEFENSE COMMAND (b)(6) HUNTSVILLE AL 35807-3801		6. ADMINISTERED BY (If other than Item 5) CODE DCMA RAYTHEON 50 APPLE HILL DRIVE M/S 52FR2 TEWKSBURY, MA 01876		S2205A

7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, State and Zip Code)  RAYTHEON COMPANY 180 HARTWELL ROAD BEDFORD MA 01730		6. DELIVERY <input type="checkbox"/> FOB ORIGIN <input checked="" type="checkbox"/> OTHER (See Note)
8. DISCOUNT FOR PROMPT PAYMENT  NET		9. DISCOUNT FOR PROMPT PAYMENT
10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN: CODE 04164 FACILITY CODE		ITEM 12

11. SHIP TO/MARK FOR SEE DISTRIBUTION LIST ATTACHED TO DD FORM 1423 CODE	12. PAYMENT WILL BE MADE BY DFAS COLUMBUS CENTER DFAS-CO/NORTH ENTITLEMENT OPERATIONS PO BOX 182266 COLUMBUS OH 43128-2266 CODE HQ0337
--	--

13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input checked="" type="checkbox"/> 10 U.S.C. 2304(c) ( ) <input type="checkbox"/> 41 U.S.C. 253(c) ( )	14. ACCOUNTING AND APPROPRIATION DATA SEE SECTION G-6
--	--

15A. ITEM NO.	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
	SEE SECTION B FOR ITEMS 15A THROUGH 15F				

15G. TOTAL AMOUNT OF CONTRACT \$

(I) SEC.	DESCRIPTION	PAGE(S)	(I) SEC.	DESCRIPTION	PA
PART I - THE SCHEDULE			PART II - CONTRACT CLAUSES		
<input checked="" type="checkbox"/> A	SOLICITATION/CONTRACT FORM	1	<input checked="" type="checkbox"/> I	CONTRACT CLAUSES	4
<input checked="" type="checkbox"/> B	SUPPLIES OR SERVICES AND PRICES/COSTS	2-9	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS		
<input checked="" type="checkbox"/> C	DESCRIPTION/SPECS./WORK STATEMENT		<input checked="" type="checkbox"/> J	LIST OF ATTACHMENTS	6
<input checked="" type="checkbox"/> D	PACKAGING AND MARKING		PART IV - REPRESENTATIONS AND INSTRUCTIONS		
<input checked="" type="checkbox"/> E	INSPECTION AND ACCEPTANCE	10	<input type="checkbox"/> K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	
<input checked="" type="checkbox"/> F	DELIVERIES OR PERFORMANCE	11-16	<input type="checkbox"/> L	INSTRS., CONDS., AND NOTICES TO OFFERORS	
<input checked="" type="checkbox"/> G	CONTRACT ADMINISTRATION DATA	17-35	<input type="checkbox"/> M	EVALUATION FACTORS FOR AWARD	
<input checked="" type="checkbox"/> H	SPECIAL CONTRACT REQUIREMENTS	36-43			

CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE

17. <input checked="" type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return to contracting officer as issuing officer.) 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. (Instructions are listed herein.)	18. <input type="checkbox"/> AWARD (Contractor is not required to sign this document.) You offer on Solicitation Number including the additions or changes made by you which additions or changes set forth in full above, is hereby accepted as to the items listed above and continuation sheets. This award commences the contract which consists of the following documents: (a) the Government's solicitation and your offer, (b) this award/contract. No further contractual document is necessary.
---	---

19A. NAME AND TITLE OF SIGNER (Type or print) See Page 1A	20A. NAME OF CONTRACTING OFFICER See Page 1A
19B. NAME OF CONTRACTOR BY (Signature of person authorized to sign)	20B. UNITED STATES OF AMERICA BY (Signature of Contracting Officer)
19C. DATE SIGNED	20C. DATE SIGNED

001086

**OPTION III**

0009 Component Demonstrations/Exercises  
 Statement of Work SW-JLENS-16-97, titled "JLENS Program, CLINs 0003, 0005, 0007, 0009, 0011" incorporated herein and attached as set forth in Part III, Section J, hereof.  
 Paragraphs 1.1, 1.2, 1.3, 2.1, 2.2, 2.3, 2.4, 2.5, 2.6.1, 2.7, 3.1, 3.4, 3.5.6, 3.5.7, 3.7, 3.8, 3.9.1, 4.1, 4.2, 5.1, 5.2, 5.4, 5.5, 5.6, 6.1, 6.1.1, 6.1.6, 6.2, 6.3, 6.4, and 7.0 in said Statement of Work

0009AA Level-of-Effort (Includes labor, travel, subcontracts)  
 (Cost Plus Fixed Fee)

	<u>Available (OPTION)</u>	<u>Exercised Option</u>
QUANTITY (DPPH)		
ESTIMATED COST		
FIXED FEE		
TOTAL EST COST + FEE	\$13,317,914	\$777,966



(b)(4)

0009AB Materials  
 (Cost Reimbursement, No Fee)

	<u>Available (OPTION)</u>	<u>Exercised Option</u>
ESTIMATED COST	\$1,729,947	\$3,880,034
FIXED FEE	\$0	\$0
TOTAL EST COST + FEE	\$1,729,947	\$3,880,034

0010 Contract Data Requirements List (CDRL), DD Form 1423, Exhibit A, consisting of Exhibit Line Item Nos. A001, A002, A005, A006, A010, A012, A013, A015, A016, A017, A018, A019, A020, A021 and A025, incorporated herein and attached as set forth in Part III, Section J, hereof.  
 QTY: 1 Lot

Not Separately Priced

**OPTION IV**

0011 Operations & Sustainment (O&S) Support (OPTION IV)  
 Statement of Work SW-JLENS-16-97, titled "JLENS Program, CLINs 0003, 0005, 0007, 0009, 0011" incorporated herein and attached as set forth in Part III, Section J, hereof.  
 Paragraphs 1.1, 1.2, 1.3, 2.1, 2.2, 2.3, 2.4, 2.5, 2.6.1, 2.6.3, 2.7, 3.1, 3.4, 3.5.1, 3.5.6, 3.5.6.1, 3.7, 3.8, 5.6, 6.1.2, 6.1.3, 6.1.4, 6.1.5, 6.1.6, 6.2, 6.3, 6.4, 7.0 and 8.0 in said Statement of Work.  
 QTY: 1 Task

NTE\*

TOTAL COST + FEE \$ 41,558,000\*

\*Not to Exceed (NTE) amount, subject to downward negotiation only

001087

**RAYTHEON COMPANY**

**MODIFICATION P00107 TO  
CONTRACT DASG60-98-C-0001  
PAGE 28 OF 70 PAGES  
PREVIOUS: P00105**

**(b) SUBCLIN 0009AB:**

**ACRN:** AQ  
**CUMULATIVE AMOUNT:** \$59,894  
**ACCT CLASS:** 2112040 36 9618 P172419E55 255Y ER1D732000 S01021  
ER1D732000/1HHJLE/H  
**ORDER NO/PRON:** ER1D732000-01 **FUNDED AMT** \$24,894  
(P00057)  
ER1D732000-02 **FUNDED AMT** \$35,000  
(P00069)

**ACRN :** AR  
**CUMULATIVE AMONT:** \$35,000  
**ACCT CLASS:** 212 2040 5Q 5Q17 P172419E55 255Y ER2D731400 S01021  
ER2D731400/24KJLE/4K0000  
**ORDER NO/PRON:** ER2D731400-01 **FUNDED AMT:** \$35,000  
(P00057)

**ACRN:** BK  
**ACCT CLASS:** 215 2040 5Q17 P172419E55 255Y ER5D731100 S01021  
ER5D731100/54KJLE/4K0000  
**ORDER NO:** ER5D731100-01 **FUNDED AMT:** \$3,455  
(P00099)

**ACRN:** BN  
**ACCT CLASS:** AA 9750400 1202 185 JT01 606051 600007 59232 65126J  
525700  
F25700 FSR: 003624 PSR: 205062 DSR: 086263  
**ORDER NO.:** F1AF1W5088GV01 **FUNDED AMT:** \$ 81,685  
(P00102)

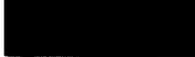
**ACRN:** BU  
**ACCT CLASS:** 215 2040 5Q17 P172419E55 255Y ER5D732300 S01021  
ER5D732300/54KJLE/4K0000

**ORDER NO:** ER5D732300-01 **FUNDED AMOUNT:** \$3,700,000 (P00107)

001088

e. CLINs 0009 and 0010:

SUBCLIN 0009AA:

(1) Amount Required for Full Funding, Including Fee(s):	\$ 14,095,880
(2) Amount Allotted Under the LOF Clause for Payment of Costs:	 (b)(4)
(3) Amount Separately Obligated for Payment of Fee:	 (b)(4)
(4) Total Amount Allotted and Obligated:	\$ 777,966
(5) Net Amount Required for Full Funding:	\$ 13,317,914
(6) Estimated Period of Performance the Allotted Amount Will Cover:	

SUBCLIN 0009AB:

(1) Amount Required for Full Funding, Including Fee(s):	\$ 5,528,296
(2) Amount Allotted Under the LOF Clause for Payment of Costs:	\$ 3,880,034
(3) Amount Separately Obligated for Payment of Fee:	\$ -0-
(4) Total Amount Allotted and Obligated:	\$ 3,880,034
(5) Net Amount Required for Full Funding:	\$ 1,729,947
(6) Estimated Period of Performance the Allotted Amount Will Cover:	

001089

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1 CONTRACT ID CODE V	PAGE OF PAGES 1   2
2 AMENDMENT/MODIFICATION NO P00108	3 EFFECTIVE DATE 17-Aug-2005	4 REQUISITION/PURCHASE REQ NO		5 PROJECT NO.(if applicable)
6 ISSUED BY [REDACTED] DEFENSE COMMAND [REDACTED] [REDACTED] BOX 1500 HUNTSVILLE AL 35807 3801	CODE W9113M	7 ADMINISTERED BY (if other than item 6) DCMA HUNTSVILLE BUILDING 4505 SUITE 301 MARTIN ROAD REDSTONE ARSENAL AL 35898-0001		CODE S0107A
8 NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) RAYTHEON COMPANY 180 HARTWELL ROAD BEDFORD MA 01730-0000			9A. AMENDMENT OF SOLICITATION NO.	
			9B. DATED (SEE ITEM 11)	
			X 10A. MOD. OF CONTRACT/ORDER NO. DASG60-98-C-0001	
			X 10B. DATED (SEE ITEM 13) 20-Aug-1998	
CODE 04164			FACILITY CODE	
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.				
12. ACCOUNTING AND APPROPRIATION DATA (If required)				
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.				
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.				
B. THE ABOVE NUMBERED CONTRACT ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B). ITS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:				
X D. OTHER (Specify type of modification and authority) H-8, Options.				
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.				
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Due to a Standard Procurement System defect, the date shown in Block 10B of the SF 30 may be inaccurate. That date should be 30 Jan 1998.  The purpose of this modification, P00108, to the basic document is administrative in nature. It serves first to correct a typographical error in the line of accounting of modification P00107. In that modification, the agency code, 5Q, was inadvertently omitted. Secondly, it serves to implement a no cost extension to CLIN 0009 from 30 September 2005 to 30 September 2007. And finally, it serves to to implement an extension to exercise the option as defined in CLIN 0015 from 30 September 2005 to 30 September 2007.  Except as referenced above, all other terms and conditions of the basic contract remain unchanged.				
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.				
15A. NAME AND TITLE OF SIGNER (Type or print)			15A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
[REDACTED]			[REDACTED] (b)(6)	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED	15B. UNITED STATES OF AMERICA BY [REDACTED]	16C. DATE SIGNED	
		(Signature of Contracting Officer)		

EXCEPTION TO SP 30  
VED BY OIRM 11-84

30-105-04

STANDARD FORM 30 (Rev. 10-83)  
Prescribed by GSA  
FAR (48 CFR) 53.243

001090

**SECTION SF 30 BLOCK 14 CONTINUATION PAGE**

The purpose of this modification, P00108, to the basic document is as follows:

**1. The following changes are administratively implemented:**

- a. Section F, paragraph F-1e, **DELIVERIES OR PERFORMANCE**, is extended at no cost to either party from 30 September 2005 to **30 September 2007**.
- b. Section G, Paragraph G-5, **ACCOUNTING AND APPROPRIATION DATA**, is modified to include the Agency Code 5Q which was inadvertently omitted:

SubCLIN 0009AB:

ACRN: BU  
ACCT CLASS: 215 2040 5Q 5Q17 P172419E55 255Y ER5D732300 S01021  
ER5D732300/54KJLE/4K0000  
ORDER NO: ER5D732300-01 FUNDED AMOUNT: \$3,700,000 (P00107)

- c. Section H, paragraph H-3, **OPTIONS**, is modified as follows:

The sentence that reads in part "CLIN 0015 may be exercised incrementally or totally not later than 30 Sep 05" is changed to read "CLIN 0015 may be exercised incrementally or totally not later than **30 Sep 07**".

**2. The following page substitutions are hereby incorporated into the contract:**

**DELETE**

Page 11, Modification P00105  
Page 28, Modification P00107  
Page 37, Modification P00105

**ADD**

Page 11, Modification P00108  
Page 28, Modification P00108  
Page 37, Modification P00108

001091

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			CONTRACT ID CODE	PAGE OF PAGES	
			V	1	2
2. AMENDMENT/MODIFICATION NO. P00109	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If applicable)	
6. ISSUED BY MY SPACE & MISSILE DEFENSE COMMAND [REDACTED] P.O. BOX 1500 HUNTSVILLE AL 35807-3801	CODE W9113M	7. ADMINISTERED BY (If other than item 6) DCMA HUNTSVILLE BUILDING 4505, SUITE 301 MARTIN ROAD REDSTONE ARSENAL AL 35899-0001		CODE S0107A	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) RAYTHEON COMPANY 180 HARTWELL ROAD BEDFORD MA 01730-0000			9A. AMENDMENT OF SOLICITATION NO.		
			9B. DATED (SEE ITEM 11)		
			X 10A. MOD. OF CONTRACT/ORDER NO. DASG60-98-C-0001		
			X 10B. DATED (SEE ITEM 13) 20-Aug-1998		
CODE 04164		FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended.					
Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA (If required)					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B). HIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:					
X D. OTHER (Specify type of modification and authority) H-8, Options					
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Due to administrative error, modification P00108 is hereby cancelled, and the information contained therein is to be considered null and void. That modification will be superseded by this modification, P00109.  Due to a Standard Procurement System defect, the date shown in Block 10B of the SF30 may be inaccurate. That date should be 30 Jan1998.  The purpose of this modification, P00109, to the basic document is threefold in nature: First, it serves to correct a typographical error in the line of accounting of modification P00107. In that modification, the agency code (5Q) was inadvertently omitted. Second, it serves to implement a no-cost extension to CLIN 0009 from 30 September 2005 to 30 September 2007. Finally, it serves to implement an extension to exercise the Option as defined in CLIN 0015 from 30 September 2005 to 30 September 2007.  Except as referenced above, all other terms and conditions of the original contract remain unchanged.					
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect					
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)		
			TEL: _____ EMAIL: _____		
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)		15C. DATE SIGNED	16B. UNITED STATES OF AMERICA  BY _____ (Signature of Contracting Officer)		16C. DATE SIGNED

EXCEPTION TO SF 30  
VED BY OIRM 11-84

30-105-04

STANDARD FORM 30 (Rev. 10-83)  
Prescribed by GSA  
FAR (48 CFR) 53.243

001092

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

1. The following changes are administratively implemented:

a. Section F, paragraph F-1e, DELIVERIES OR PERFORMANCE, is extended at no cost to either party from **30 September 2005 to 30 September 2007**.

b. Section G, Paragraph G-5, ACCOUNTING AND APPROPRIATION DATA, is modified to include the Agency Code 5Q which was inadvertently omitted:

SubCLIN 0009AB:

ACRN: BU  
ACCT CLASS: 215 2040 5Q 5Q17 P172419E55 255Y ER5D732300 S01021  
ER5D732300/54KJLE/4K0000  
ORDER NO: ER5D732300-01 FUNDED AMOUNT: \$3,700,000 (P00107)

c. Section H, paragraph H-3, OPTIONS, is modified as follows:

The sentence that reads in part "CLIN 0015 may be exercised incrementally or totally not later than 30 Sep 05" is changed to read "CLIN 0015 may be exercised incrementally or totally not later than **30 Sep 07**".

2. The following page substitutions are hereby incorporated into the contract:

DELETE

Page 11, Modification P00105  
Page 28, Modification P00107  
Page 37, Modification P00105

ADD

Page 11, Modification P00109  
Page 28, Modification P00109  
Page 37, Modification P00109

3. This modification supercedes modification P00108 which has been administratively cancelled.

001093

**SECTION F - DELIVERIES OR PERFORMANCE**

**F-1. COMPLETION OF REQUIREMENT:**

a. The contractor shall complete the task required by CLIN 0001 and complete delivery of all data and reports required by CLIN 0002 by 30 Aug 1999.

b. The contractor shall complete the task required by CLIN 0003 no later than 30 Dec 2003. The contractor shall complete delivery of all data and reports required by CLIN 0004 by 31 Mar 2004.

c. The contractor shall complete the task required by CLINs 0005 and 0006 as follows:

1) The contractor shall complete the task required by SubCLIN 0005AA and complete delivery of all data and reports required by CLIN 0006 by 30 Sep 2005.

2) The contractor shall complete the task required by SubCLIN 0005AB and complete delivery of all data and reports required by CLIN 0006 by 30 Sep 2010, if exercised.

3) The contractor shall complete the task required by SubCLIN 0005AC and complete delivery of all data and reports required by CLIN 0006 by 31 Jul 2010, if exercised.

d. The contractor shall complete the task required by CLINs 0007 and 0008 as follows:

1) The contractor shall complete the tasks required by SubCLIN 0007AA and Complete delivery of all data reports required by CLIN 0008 by 30 Sep 2005.

T 2) The contractor shall complete the tasks required by SubCLIN 0007AB and Complete delivery of all data reports required by CLIN 0008 by 30 Sep 2008, if exercised.

3) The contractor shall complete the tasks required by SubCLIN 0007AC and Complete delivery of all data reports required by CLIN 0008 by 30 Sep 2008, if exercised.

4) The contractor shall complete the tasks required by SubCLIN 0007AD and Complete delivery of all data reports required by CLIN 0008 by 30 Sep 2008, if exercised.

e. The contractor shall provide all level of effort, data, and reports required by CLINs 0009 and 0010 by 30 Sep 2007.

f. The contractor shall complete the task required by CLIN 0011 and complete delivery of all data and reports required by CLIN 0012 by 30 Sep 2012.

g. The contractor shall complete the task required by CLIN 0013 no later than 30 Jun 2005. The contractor shall complete delivery of all data and reports required by CLIN 0014 by 30 Sep 2005.

h. The contractor shall complete the task required by CLIN 0015 and complete delivery of all data and reports required by CLIN 0016 by 30 Sep 2007.

001094

RAYTHEON COMPANY

MODIFICATION P00109 TO  
CONTRACT DASG60-98-C-0001  
PAGE 28 OF 70 PAGES  
PREVIOUS: P00105

(b) SUBCLIN 0009AB:

ACRN: AQ  
CUMULATIVE AMOUNT: \$59,894  
ACCT CLASS: 2112040 36 9618 P172419E55 255Y ER1D732000 S01021  
ER1D732000/1HHJLE/H  
ORDER NO/PRON: ER1D732000-01 FUNDED AMT \$24,894  
(P00057)  
ER1D732000-02 FUNDED AMT \$35,000  
(P00069)

ACRN : AR  
CUMULATIVE AMONT: \$35,000  
ACCT CLASS: 212 2040 5Q 5Q17 P172419E55 255Y ER2D731400 S01021  
ER2D731400/24KJLE/4K0000  
ORDER NO/PRON: ER2D731400-01 FUNDED AMT: \$35,000  
(P00057)

ACRN: BK  
ACCT CLASS: 215 2040 5Q17 P172419E55 255Y ER5D731100 S01021  
ER5D731100/54KJLE/4K0000  
ORDER NO: ER5D731100-01 FUNDED AMT: \$3,455  
(P00099)

ACRN: BN  
ACCT CLASS: AA 9750400 1202 185 JT01 606051 600007 59232 65126J  
525700  
F25700 FSR: 003624 PSR: 205062 DSR: 086263  
ORDER NO.: F1AF1W5088GV01 FUNDED AMT: \$ 81,685  
(P00102)

ACRN: BU  
ACCT CLASS: 215 2040 5Q 5Q17 P172419E55 255Y ER5D732300 S01021  
ER5D732300/54KJLE/4K0000  
ORDER NO: ER5D732300-01 FUNDED AMOUNT: \$3,700,000 (P00107)

001095

<u>OPTION</u>	<u>DATE</u>
CLINs 0005/0006	
0005AB (Option IA)**	NLT 15 Oct 2005
0005AC (Option IB)	NLT 31 Oct 2007
CLINs 0007/0008 (OPTION II)	
0007AB	NLT 30 Nov 2001
0007AC	NLT 30 Nov 2002
0007AD	NLT 30 Jun 2003
CLINs 0011 and 0012 (Option IV)	NLT 30 Dec 2005
CLINs 0015 and 0016 (Option V)	NLT 30 Sep 2005

\*\*The U.S. Army Space & Missile Defense Command will exercise and award Option 1A (SUBCLIN 0005AB) to the sole source Contractor (Raytheon Company) upon authorization and approval by the Milestone Decision Authority to enter into System Development and Demonstration at Milestone B and availability of JLENS program funding which will be provided to the Procuring Contracting Officer. This option award will be made approximately 15 days after funding availability.

In the event the contractor fails to complete the milestones required by F-5 of the contract for SubCLIN 0005AA, the government may postpone (day for day) the exercise of the Option for SubCLIN 0005AB and/or SubCLIN 0005AC without increase in the estimated cost and fee. In the event the contractor fails to complete the milestones required by F-5 of the contract for CLIN 0005 and/or CLIN 0007, the government may postpone the exercise of the option for CLINs 0011 and 0012 without increase in the estimated cost and fee.

SubCLIN 0007AB, 0007AC and SubCLIN 0007AD may be exercised individually. SubCLIN 0007AD may only be exercised if SubCLIN 0007AB has been exercised.

CLIN 0009: At the unilateral option of the government, CLIN 0009 may be exercised incrementally or totally at any time during the period of performance of the contract, up to the amount set forth in Section B of the contract. The CPFF unit price per DPPH [REDACTED] will be used to exercise CLIN 0009, if it is exercised incrementally. (b)(4)

CLIN 0015: At the unilateral option of the government, CLIN 0015 may be exercised incrementally or totally not later than 30 Sep 07, up to the amount set forth in Section B of the contract. The CPFF unit price per DPPH [REDACTED] will be used to exercise CLIN 0015, if it is exercised incrementally. (b)(4)

001096



SECTION SF 30 BLOCK 14 CONTINUATION PAGE

**MODIFICATION:**

1. As a result of the option exercise, the contract amount is increased by \$9,000. Standard Form 26, Block 15G, is increased accordingly, from \$291,916,963 to \$291,925,963.

2. Section B, Paragraph B-1, CLIN 0009AB is modified as follows:

a. CLIN 0009AB Exercised Material Dollars is increased by \$9,000, from \$3,880,034 to \$3,889,034.

3. Section G, Paragraph G-5, ACCOUNTING AND APPROPRIATION DATA, is modified to add the following:

SubCLIN 0009AB:

ACRN: BV

ACCT CLASS: 215 2040 0000 5Q 5Q07 P643327S3400 255Y S01021 54N357/4N5SOS444N/4N0000

ORDER NO: 4N5SOS444N FUNDED AMOUNT: \$9,000 (P00110)

4. Section G, Paragraph G-6, IMPLEMENTATION OF THE RELATIONSHIP OF THE LIMITATION OF FUNDS (LOF) CLAUSE TO FEE OBLIGATIONS, is modified as described below:

<u>SUBCLIN 0009AB</u>	PRIOR	THIS MODIFICATION	CUMULATIVE TOTAL
(1) Amount Required for Full Funding, Including Fee(s):	\$5,528,296	-0-	\$5,528,296
(2) Amount Allotted under the LOF Clause for Payment of Costs:	\$ 3,880,034	\$9,000	\$ 3,889,034
(3) Amount Separately Obligated for Payment of Fee:	-0-	-0-	-0-
(4) Total Amount Allotted and Obligated:	\$ 3,880,034	\$9,000	\$ 3,889,034
(5) Net Amount Required for Full Funding:	\$1,729,947	(\$9,000)	\$1,720,947

5. The following administrative correction is made to a line of accounting classification first noted in modification P00103 and carried over into modification P00104. The CLIN data as shown:

CLINs 0007AA:

ACRN: BP

CUMULATIVE AMOUNT: \$10,832,348

ACCT CLASS: 214 2040 5Q 5Q17 P172419E55 255Y ER5D731000 S01021  
ER5D731000/54KJLE/4K0000

ORDER NO: ER5D731000-01 FUNDED AMT: \$ 2,517,447 (P00104)

ER5D731000-02 FUNDED AMT: \$ 190,348 (P00104)

is incorrect. The correct Accounting Classification should be:

001098

CLINs 0007AA:

ACRN: BP  
CUMULATIVE AMOUNT: \$10,832,348  
ACCT CLASS: 215 2040 5Q 5Q17 P172419E55 255Y ER5D731000 S01021  
ER5D731000/54KJLE/4K0000  
ORDER NO: ER5D731000-01 FUNDED AMT: \$ 2,517,447 (P00104)  
ER5D731000-02 FUNDED AMT: \$ 190,348 (P00104)

6. The DCMA address shown in Block 7 of modifications P00107 and P00109 and listed as:

DCMA Huntsville [REDACTED]  
Building 4505, Suite 301  
Martin Road  
Redstone Arsenal, AL 35898-0001

(b)(6)

is incorrect. The Correct Administering Office should be:

DCMA Raytheon [REDACTED]  
50 Apple Hill Drive  
M/S T2FR2  
Tewksbury, MA 01876

(b)(6)

7. The following page substitutions are hereby incorporated into the contract:

DELETE

Page 1, Modification P00109  
Page 5, Modification P00107  
Page 28, Modification P00109  
Page 33, Modification P00107

ADD

Page 1, Modification P00110  
Page 5, Modification P00110  
Page 28, Modification P00110  
Page 33, Modification P00110

001099



SECTION SF 30 BLOCK 14 CONTINUATION PAGE

**MODIFICATION:**

1. As a result of the option exercise, the contract amount is increased by \$350,000. Standard Form 26, Block 15G, is increased accordingly, from \$291,916,963 to \$292,266,963.

2. Section B, Paragraph B-1, CLIN 0009AB is modified as follows:

a. CLIN 0009AB Exercised Material Dollars is increased by \$350,000, from \$3,889,034,034 to \$4,239,034.

3. Section G, Paragraph G-5, CCOUNTING AND APPROPRIATION DATA, is modified to add the following:

SubCLIN 0009AB:

ACRN: BU  
ACCT CLASS: 215 2040 5Q17 P172419E55 255Y ER5D732300 S01021 ER5D732300/54KJLE/4K0000  
ORDER NO: ER5D732300-01 FUNDED AMOUNT: \$350,000 (P00111)

4. Section G, Paragraph G-6, IMPLEMENTATION OF THE RELATIONSHIP OF THE LIMITATION OF FUNDS (LOF) CLAUSE TO FEE OBLIGATIONS, is modified as described below:

<u>SUBCLIN 0009AB</u>	PRIOR	THIS MODIFICATION	CUMULATIVE TOTAL
(1) Amount Required for Full Funding Including Fee(s):	\$5,528,296	-0-	\$5,528,296
(2) Amount Allotted under the LOF Clause for Payment of Costs:	\$ 3,889,034	\$350,000	\$ 4,239,034
(3) Amount Separately Obligated for Payment of Fee:	-0-	-0-	-0-
(4) Total Amount Allotted and Obligated:	\$ 3,889,034	\$350,000	\$ 4,239,034
(5) Net Amount Required for Full Funding:	\$1,729,947	(\$350,000)	\$1,379,947

5. The following page substitutions are hereby incorporated into the contract:

DELETE

Page 5, Modification P00110  
Page 28, Modification P00110  
Page 33, Modification P00110

ADD

Page 5, Modification P00111  
Page 28, Modification P00111  
Page 33, Modification P00111

001101

001102

**OPTION III**

0009 Component Demonstrations/Exercises  
 Statement of Work SW-JLENS-16-97, titled "JLENS Program, CLINs 0003, 0005, 0007, 0009, 0011" incorporated herein and attached as set forth in Part III, Section J, hereof.  
 Paragraphs 1.1, 1.2, 1.3, 2.1, 2.2, 2.3, 2.4, 2.5, 2.6.1, 2.7, 3.1, 3.4, 3.5.6, 3.5.7, 3.7, 3.8, 3.9.1, 4.1, 4.2, 5.1, 5.2, 5.4, 5.5, 5.6, 6.1, 6.1.1, 6.1.6, 6.2, 6.3, 6.4, and 7.0 in said Statement of Work

0009AA Level-of-Effort (Includes labor, travel, subcontracts)  
 (Cost Plus Fixed Fee)

	<u>Available (OPTION)</u>	<u>Exercised Option</u>
QUANTITY (DPPH)	[REDACTED] DPPH	[REDACTED] DPPH
ESTIMATED COST	[REDACTED]	
FIXED FEE	[REDACTED]	
TOTAL EST COST + FEE	[REDACTED]	

(b)(4)

0009AB Materials  
 (Cost Reimbursement, No Fee)

	<u>Available (OPTION)</u>	<u>Exercised Option</u>
ESTIMATED COST	\$3,889,034	\$4,239,034
FIXED FEE	\$0	\$0
TOTAL EST COST + FEE	\$3,889,034	\$4,239,034

0010 Contract Data Requirements List (CDRL), DD Form 1423, Exhibit A, consisting of Exhibit Line Item Nos. A001, A002, A005, A006, A010, A012, A013, A015, A016, A017, A018, A019, A020, A021 and A025, incorporated herein and attached as set forth in Part III, Section J, hereof.  
 QTY: 1 Lot

Not Separately Priced

**OPTION IV**

0011 Operations & Sustainment (O&S) Support (OPTION IV) NTE\*  
 Statement of Work SW-JLENS-16-97, titled "JLENS Program, CLINs 0003, 0005, 0007, 0009, 0011" incorporated herein and attached as set forth in Part III, Section J, hereof.  
 Paragraphs 1.1, 1.2, 1.3, 2.1, 2.2, 2.3, 2.4, 2.5, 2.6.1, 2.6.3, 2.7, 3.1, 3.4, 3.5.1, 3.5.6, 3.5.6.1, 3.7, 3.8, 5.6, 6.1.2, 6.1.3, 6.1.4, 6.1.5, 6.1.6, 6.2, 6.3, 6.4, 7.0 and 8.0 in said Statement of Work.  
 QTY: 1 Task

TOTAL COST + FEE \$ 41,558,000\*

\*Not to Exceed (NTE) amount, subject to downward negotiation only

001103

**RAYTHEON COMPANY**

**MODIFICATION P00111 TO  
CONTRACT DASG60-98-C-0001  
PAGE 28 OF 70 PAGES  
PREVIOUS: P00110**

(b) SUBCLIN 0009AB:

ACRN: AQ  
CUMULATIVE AMOUNT: \$59,894  
ACCT CLASS: 2112040 36 9618 P172419E55 255Y ER1D732000 S01021  
ER1D732000/1HHJLE/H  
ORDER NO/PRON: ER1D732000-01 FUNDED AMT \$24,894 (P00057)  
ER1D732000-02 FUNDED AMT \$35,000 (P00069)

ACRN : AR  
CUMULATIVE AMONT: \$35,000  
ACCT CLASS: 212 2040 5Q 5Q17 P172419E55 255Y ER2D731400 S01021  
ER2D731400/24KJLE/4K0000  
ORDER NO/PRON: ER2D731400-01 FUNDED AMT: \$35,000 (P00057)

ACRN: BK  
ACCT CLASS: 215 2040 5Q17 P172419E55 255Y ER5D731100 S01021  
ER5D731100/54KJLE/4K0000  
ORDER NO: ER5D731100-01 FUNDED AMT: \$3,455 (P00099)

ACRN: BN  
ACCT CLASS: AA 9750400 1202 185 JT01 606051 600007 59232 65126J  
525700  
F25700 FSR: 003624 PSR: 205062 DSR: 086263  
ORDER NO.: F1AF1W5088GV01 FUNDED AMT: \$81,685 (P00102)

ACRN: BU  
ACCT CLASS: 215 2040 5Q 5Q17 P172419E55 255Y ER5D732300 S01021  
ER5D732300/54KJLE/4K0000  
ORDER NO: ER5D732300-01 FUNDED AMOUNT: \$350,000 (P00111)

ACRN: BV  
ACCT CLASS: 215 2040 0000 5Q 5Q07 P643327S3400 255Y S01021  
54N357/4N5SOS444N/4N0000  
ORDER NO: 4N5SOS444N FUNDED AMOUNT: \$9,000 (P00110)

001104

e. CLINs 0009 and 0010:

SUBCLIN 0009AA:

(1) Amount Required for Full Funding, Including Fee(s):	\$ 14,095,880
(2) Amount Allotted Under the LOF Clause for Payment of Costs:	[REDACTED] (b)(4)
(3) Amount Separately Obligated for Payment of Fee:	[REDACTED] (b)(4)
(4) Total Amount Allotted and Obligated:	\$ 777,966
(5) Net Amount Required for Full Funding:	\$ 13,317,914
(6) Estimated Period of Performance the Allotted Amount Will Cover:	

SUBCLIN 0009AB:

(1) Amount Required for Full Funding, Including Fee(s):	\$ 5,528,296
(2) Amount Allotted Under the LOF Clause for Payment of Costs:	\$ 350,000
(3) Amount Separately Obligated for Payment of Fee:	\$ -0-
(4) Total Amount Allotted and Obligated:	\$ 350,000
(5) Net Amount Required for Full Funding:	\$ 1,379,947
(6) Estimated Period of Performance the Allotted Amount Will Cover:	

001105

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

1. CONTRACT ID CODE: **V** PAGE OF PAGES: **1 | 2**  
 2. AMENDMENT/MODIFICATION NO: **P00112** 3. EFFECTIVE DATE: **9/26/05** 4. REQUISITION/PURCHASE REQ. NO: \_\_\_\_\_ 5. PROJECT NO. (if applicable): \_\_\_\_\_

6. ISSUED BY: \_\_\_\_\_ CODE: **W9113M** 7. ADMINISTERED BY (if other than item 6): \_\_\_\_\_ CODE: **S2205A**  
 [Redacted] **NAVY SPACE & MISSILE DEFENSE COMMAND**  
 [Redacted] **DCMA RAYTHEON**  
 [Redacted] **50 APPLE HILL DRIVE**  
 [Redacted] **MIS Y2YR2**  
 [Redacted] **TEWKSBURY MA 01878**

(b)(6)

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code):  
**RAYTHEON COMPANY**  
**180 HARTWELL ROAD**  
**BEDFORD MA 01730-0000**  
 9A. AMENDMENT OF SOLICITATION NO.: \_\_\_\_\_  
 9B. DATED (SEE ITEM 11): \_\_\_\_\_  
 X 10A. MOD. OF CONTRACT/ORDER NO.: **DASG60-98-C-0001**  
 X 10B. DATED (SEE ITEM 13): **20-Aug-1998**

CODE **04184** FACILITY CODE: \_\_\_\_\_

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS  
 The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offer  is extended,  is not extended.  
 Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:  
 (a) By completing items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (if required): \_\_\_\_\_

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.  
 B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).  
 C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:  
 J. OTHER (Specify type of modification and authority)  
**H-6, Options**

E. IMPORTANT: Contractor  is not,  is required to sign this document and return **1** copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
 Due to a Standard Procurement System defect, the date shown in Block 10B of the SF30 may be inaccurate. That date should be 30 Jan 1998.  
 The purpose of this modification to the basic document is to effect a no-cost extension of CLINs 0005AA and 0007AA from 30 September 2005 to 31 October 2005.  
 Additionally, due to administrative error, modifications P00108 and P00109 are hereby cancelled and will no longer be used. Any information contained therein should now be considered null and void. And, it serves to correct a typographical error in the line of accounting of modification P00107, CLIN 0009AB. In that modification, the Agency Code (5C) was inadvertently omitted.  
 Except as referenced above, all other terms and conditions of the basic contract remain unchanged.  
 Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print): [Redacted] (b)(6)  
 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print): [Redacted] (b)(6)

15B. CONTRACTOR/OFFICER: [Redacted] 15C. DATE SIGNED: **September 2005** (b)(6)  
 15D. UNITED STATES OF AMERICA: [Redacted] 15E. DATE SIGNED: **9/26/05** (b)(6)

EXCEPTION TO SF 30 APPROVED BY OIRM 11-84 30-105-04 STANDARD FORM 30 (Rev. 10-83) Prescribed by GSA FAR (48 CFR) 53.243

001106

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

**MODIFICATION:**

1. The following changes are administratively implemented:

a. Section F, paragraph F-1, c-1, DELIVERIES OR PERFORMANCE SubCLIN 0005AA, is extended at no cost to either party from **30 September 2005 to 31 October 2005**.

b. Section F, paragraph F-1, d-1, DELIVERIES OR PERFORMANCE SubCLIN 0007AA, is extended at no cost to either party from **30 September 2005 to 31 October 2005**.

c. Section G, Paragraph G-5, ACCOUNTING AND APPROPRIATION DATA, is modified to include the Agency Code 5Q which was inadvertently omitted:

SubCLIN 0009AB:

ACRN: BU  
ACCT CLASS: 215 2040 5Q 5Q17 P172419E55 255Y ER5D732300 S01021  
ER5D732300/54KJLE/4K0000  
ORDER NO: ER5D732300-01 FUNDED AMOUNT: \$3,700,000 (P00107)

2. Modifications P00108 and P00109 are administratively cancelled.

3. The following page substitutions are hereby incorporated into the contract:

DELETE

Page 11, Modification P00109  
Page 28, Modification P00109

ADD

Page 11, Modification P00112  
Page 28, Modification P00112

001107

**SECTION F - DELIVERIES OR PERFORMANCE**

**F-1. COMPLETION OF REQUIREMENT:**

a. The contractor shall complete the task required by CLIN 0001 and complete delivery of all data and reports required by CLIN 0002 by 30 Aug 1999.

b. The contractor shall complete the task required by CLIN 0003 no later than 30 Dec 2003. The contractor shall complete delivery of all data and reports required by CLIN 0004 by 31 Mar 2004.

c. The contractor shall complete the task required by CLINs 0005 and 0006 as follows:

1) The contractor shall complete the task required by SubCLIN 0005AA and complete delivery of all data and reports required by CLIN 0006 by 31 October 2005.

2) The contractor shall complete the task required by SubCLIN 0005AB and complete delivery of all data and reports required by CLIN 0006 by 30 Sep 2010, if exercised.

3) The contractor shall complete the task required by SubCLIN 0005AC and complete delivery of all data and reports required by CLIN 0006 by 31 Jul 2010, if exercised.

d. The contractor shall complete the task required by CLINs 0007 and 0008 as follows:

1) The contractor shall complete the tasks required by SubCLIN 0007AA and Complete delivery of all data reports required by CLIN 0008 by 31 October 2005.

T 2) The contractor shall complete the tasks required by SubCLIN 0007AB and Complete delivery of all data reports required by CLIN 0008 by 30 Sep 2008, if exercised.

3) The contractor shall complete the tasks required by SubCLIN 0007AC and Complete delivery of all data reports required by CLIN 0008 by 30 Sep 2008, if exercised.

4) The contractor shall complete the tasks required by SubCLIN 0007AD and Complete delivery of all data reports required by CLIN 0008 by 30 Sep 2008, if exercised.

e. The contractor shall provide all level of effort, data, and reports required by CLINs 0009 and 0010 by 30 September 2005.

f. The contractor shall complete the task required by CLIN 0011 and complete delivery of all data and reports required by CLIN 0012 by 30 Sep 2012.

g. The contractor shall complete the task required by CLIN 0013 no later than 30 Jun 2005. The contractor shall complete delivery of all data and reports required by CLIN 0014 by 30 Sep 2005.

h. The contractor shall complete the task required by CLIN 0015 and complete delivery of all data and reports required by CLIN 0016 by 30 Sep 2007.

001108

**RAYTHEON COMPANY**

**MODIFICATION P00112 TO  
CONTRACT DASG60-98-C-0001  
PAGE 28 OF 70 PAGES  
PREVIOUS: P00109**

**(b) SUBCLIN 0009AB:**

**ACRN:** AQ  
**CUMULATIVE AMOUNT:** \$59,894  
**ACCT CLASS:** 2112040 36 9618 P172419E55 255Y ER1D732000 S01021  
ER1D732000/1HHJLE/H

**ORDER NO/PRON:** ER1D732000-01      **FUNDED AMT**    \$24,894  
**(P00057)**

ER1D732000-02      **FUNDED AMT**    \$35,000

**(P00069)**

**ACRN :** AR  
**CUMULATIVE AMONT:** \$35,000  
**ACCT CLASS:** 212 2040 5Q 5Q17 P172419E55 255Y ER2D731400 S01021  
ER2D731400/24KJLE/4K0000

**ORDER NO/PRON:** ER2D731400-01      **FUNDED AMT:**    \$35,000  
**(P00057)**

**ACRN:** BK  
**ACCT CLASS:** 215 2040 5Q17 P172419E55 255Y ER5D731100 S01021  
ER5D731100/54KJLE/4K0000

**ORDER NO:** ER5D731100-01      **FUNDED AMT:**    \$3,455  
**(P00099)**

**ACRN:** BN  
**ACCT CLASS:** AA 9750400 1202 185 JT01 606051 600007 59232 65126J  
525700

**ORDER NO.:** F25700 FSR: 003624 PSR: 205062 DSR: 086263  
**(P00102)** F1AF1W5088GV01      **FUNDED AMT:**    \$    81,685

**ACRN:** BU  
**ACCT CLASS:** 215 2040 5Q 5Q17 P172419E55 255Y ER5D732300 S01021  
ER5D732300/54KJLE/4K0000

**ORDER NO:** ER5D732300-01      **FUNDED AMOUNT:**    \$3,700,000    **(P00107)**

001109

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			CONTRACT ID CODE V	PAGE OF PAGES 1   2
2. AMENDMENT/MODIFICATION NO. P00113	3. EFFECTIVE DATE 29 Sep 05	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)	
ISSUED BY ARMY BRACE & AMMUNITION DEMO ██████████	CODE W9113M	7. ADMINISTERED BY (If other than item 6) DCMA RAYTHEON 50 APPLE HILL DRIVE M/S T2FR2 TEWKSBURY MA 01876		CODE S2205A
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) RAYTHEON COMPANY 180 HARTWELL ROAD BEDFORD MA 01730-0000			9A. AMENDMENT OF SOLICITATION NO.	
			9B. DATED (SEE ITEM 11)	
			X 10A. MOD. OF CONTRACT/ORDER NO. DASG60-98-C-0001	
			X 10B. DATED (SEE ITEM 13) 20-Aug-1998	
CODE 04184	FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.				
12. ACCOUNTING AND APPROPRIATION DATA (If required)				
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.				
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.				
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).				
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:				
D. OTHER (Specify type of modification and authority) H-6, Options				
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.				
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Due to a Standard Procurement System defect, the date shown in Block 10B of the SF30 may be inaccurate. That date should be 30 Jan 1998.  The purpose of this modification to the basic document is to effect a no-cost extension of CLNs 0009 and 0010 from 30 September 2005 to 31 October 2005.  Except as referenced above, all other terms and conditions of the basic contract remain unchanged.				
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.				
15A. NAME AND TITLE OF SPONSER (Type or print) ██████████ (b)(6)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) ██████████ (b)(6)	
15B. CONTRACTOR/ORDER NO. ██████████			16C. DATE SIGNED 29 September 2005	
15C. DATE SIGNED 29 September 2005			16B. DATE SIGNED 29 Sep 05	

(b)(6)



(b)(6)

EXCEPTION TO SF 30 APPROVED BY OIRM 11-84

30-105-04

STANDARD FORM 30 (Rev. 10-83) Prescribed by GSA FAR (48 CFR) 53.243

001110

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

**MODIFICATION**

1. The following changes are administratively implemented:

a. Section F, paragraph F-1e, DELIVERIES OR PERFORMANCE, CLINs 0009 and 0010 are extended at no cost to either party from **30 September 2005 to 31 October 2005**. This is to allow for the completion of effort of only the existing work remaining on these CLINs. A Technical Direction Letter from the JLENS Product Office Manager will be provided to Raytheon IAW section H-1 of the basic contract.

2. The following page substitutions are hereby incorporated into the contract:

DELETE

ADD

Page 11, Modification P00112

Page 11, Modification P00113

001111

**SECTION F - DELIVERIES OR PERFORMANCE**

**F-1. COMPLETION OF REQUIREMENT:**

a. The contractor shall complete the task required by CLIN 0001 and complete delivery of all data and reports required by CLIN 0002 by 30 Aug 1999.

b. The contractor shall complete the task required by CLIN 0003 no later than 30 Dec 2003. The contractor shall complete delivery of all data and reports required by CLIN 0004 by 31 Mar 2004.

c. The contractor shall complete the task required by CLINs 0005 and 0006 as follows:

1) The contractor shall complete the task required by SubCLIN 0005AA and complete delivery of all data and reports required by CLIN 0006 by 31 October 2005.

2) The contractor shall complete the task required by SubCLIN 0005AB and complete delivery of all data and reports required by CLIN 0006 by 30 Sep 2010, if exercised.

3) The contractor shall complete the task required by SubCLIN 0005AC and complete delivery of all data and reports required by CLIN 0006 by 31 Jul 2010, if exercised.

d. The contractor shall complete the task required by CLINs 0007 and 0008 as follows:

1) The contractor shall complete the tasks required by SubCLIN 0007AA and Complete delivery of all data reports required by CLIN 0008 by 31 October 2005.

T 2) The contractor shall complete the tasks required by SubCLIN 0007AB and Complete delivery of all data reports required by CLIN 0008 by 30 Sep 2008, if exercised.

3) The contractor shall complete the tasks required by SubCLIN 0007AC and Complete delivery of all data reports required by CLIN 0008 by 30 Sep 2008, if exercised.

4) The contractor shall complete the tasks required by SubCLIN 0007AD and Complete delivery of all data reports required by CLIN 0008 by 30 Sep 2008, if exercised.

e. The contractor shall provide all level of effort, data, and reports required by CLINs 0009 and 0010 by 31 October 2005.

f. The contractor shall complete the task required by CLIN 0011 and complete delivery of all data and reports required by CLIN 0012 by 30 Sep 2012.

g. The contractor shall complete the task required by CLIN 0013 no later than 30 Jun 2005. The contractor shall complete delivery of all data and reports required by CLIN 0014 by 30 Sep 2005.

h. The contractor shall complete the task required by CLIN 0015 and complete delivery of all data and reports required by CLIN 0016 by 30 Sep 2007.

00112

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE: V  
PAGE OF PAGES: 1 | 13

2. AMENDMENT/MODIFICATION NO.: P00114  
3. EFFECTIVE DATE: 27 October 2005  
4. REQUISITION/PURCHASE REQ. NO.:  
5. PROJECT NO. (if applicable):

6. ISSUED BY: CODE: W9113M  
7. ADMINISTERED BY (if other than item 6): CODE: S2209A  
US ARMY AIRCRAFT MISSILE DEFENSE COMMAND  
RAYTHEON COMPANY  
360 LOWELL STREET  
ANDOVER MA 01810  
PCMA RAYTHEON  
50 APPLE HILL DRIVE  
M/S T2FR2  
TEWKSBURY MA 01876

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code):  
RAYTHEON COMPANY  
360 LOWELL STREET  
ANDOVER MA 01810  
9A. AMENDMENT OF SOLICITATION NO.:  
9B. DATED (SEE ITEM 11):  
X 10A. MOD. OF CONTRACT/ORDER NO.: DASG60-98-C-0001  
10B. DATED (SEE ITEM 13):  
X 20-Aug-1998  
CODE: 05716 FACILITY CODE:

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offer  is extended,  is not extended.  
Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:  
(a) By completing items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)  
See Schedule

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

X A. THIS CHANGE ORDER IS ISSUED PURSUANT TO (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.  
See Below  
THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).  
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:  
D. OTHER (Specify type of modification and authority):

E. IMPORTANT: Contractor  is not,  is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
Due to a Standard Procurement System defect, the date shown in Block 10B of the SF30 may be inaccurate. That date should be 30 Jan 1998.  
Pursuant to FAR 52.243-2, "Changes - Cost Reimbursement Alternate V," the government elects to change the contract by restructuring CLINS 0005AB and 0007AB into a new CLIN, 0017. A Not To Exceed price, subject only to downward negotiations, has been established for this CLIN at \$1,346,249,000.  
The contract is changed as shown herein.

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

15A. NAME AND TITLE OF SIGNER (Type or print): (b)(6)  
15B. DATE SIGNED: 27 October 2005  
16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print): (b)(6)  
16B. UNITED STATES OF AMERICA  
16C. DATE SIGNED: 27 Oct 2005

001113

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

**The following items are applicable to this modification:**  
CHANGES TO CONTRACT

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

**The following items are applicable to this modification:**

**SECTION A - SOLICITATION/CONTRACT FORM**  
MODIFICATION

Whereas, pursuant to FAR 52.243-2, "Changes – Cost Reimbursement Alternate V," the government elects to change the contract as reflected herein, and

NOW, THEREFORE, the contract is changed as follows:

**1. SECTION B- SUPPLIES OR SERVICES AND PRICES/COSTS:**

a. Paragraph B-1. Line Item Description of the contract is changed to delete the Contract Line Item Number (CLIN) structure in the contract and replace it with the CLIN structure shown below:

B-1. LINE ITEM DESCRIPTION: In accordance with this contract, the contractor, independently and not as an agent of the Government, shall provide all necessary materials, labor, equipment, and facilities, except as specified herein to be furnished by the Government, and shall do all that which is necessary or incident to the satisfactory and timely performance of the following Contract Line Item Number (CLIN):

<u>CLIN</u>	<u>SUPPLIES OR SERVICES</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>AMOUNT</u>
<u>BASIC (SEGMENT 1)</u>				
0001	Risk Mitigation – Statement of Work SW-JLENS-16-97, titled "JLENS Program," incorporated herein and attached as set forth in Part III, Section J, hereof. Paragraphs for Risk Mitigation in said Statement of Work and the contractor's Risk Mitigation Approach attached to this contract as Attachment A6.	1	Task	\$ 437,946
0002	Contract Data Requirements List (CDRL), DD Form 1423, Exhibit A, consisting of Exhibit Line Item Nos. A001, A002, A004, A006, A008, A015, A019 and A020 incorporated herein and attached as set forth in Part III, Section J, hereof.	1	Lot	Not Separately Priced
0003	JLENS System: Design, Development, Fabrication, Integration, and Test – Statement of Work SW-JLENS-16-97, titled "JLENS Program," incorporated herein and attached as set forth in Part III, Section J, hereof.	1	Task	\$145,166,476
0004	Contract Data Requirements List (CDRL), DD Form 1423, Exhibit A, consisting of Exhibit Line Item Nos. A001 through A031, incorporated herein and attached as	1	Lot	Not Separately Priced

001114

<u>CLIN</u>	<u>SUPPLIES OR SERVICES</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>AMOUNT</u>
	set forth in Part III, Section J, hereof.			
0005	JLENS System – Statement of Work SW-JLENS-16-97, titled “JLENS Program, CLINs 0003, 0005, 0007, 0009, 0011” incorporated herein and attached as set forth in Part III, Section J, hereof.			
0005AA	JLENS Technology Development; Statement of Work as specifically described therein	1	Task	\$ 68,712,107
	<b><u>OPTION IA</u></b>			
0005AB	Reserved; restructure into CLIN 0017			
	<b><u>OPTION IB</u></b>			
0005AC	JLENS System 5th Platform	1	Task	\$ 17,362,936
0006	Contract Data Requirements List (CDRL), DD Form 1423, Exhibit A, consisting of Exhibit Line Item Nos. A001 through A020 and A023 through A028, incorporated herein and attached as set forth in Part III, Section J, hereof.	1	Lot	Not Separately Priced
	<b><u>BASIC SEGMENT II</u></b>			
0007	SuR: Design, Development, Fabrication, Integration, Test and Demonstration – Statement of Work SW-JLENS-16-97, titled “JLENS Program, CLINs 0003, 0005, 0007, 0009, 0011” incorporated herein and attached as set forth in Part III, Section J, hereof.			
0007AA	SuR Design, Fabrication, Integration, Test	1	Task	\$10,832,348
	<b><u>OPTION II</u></b>			
0007AB	Reserved			
0007AC	Reserved			
0007AD	Reserved			
0008	Contract Data Requirements List (CDRL), DD Form 1423, Exhibit A, consisting of Exhibit Line Item Nos. A001 through A020 and A023 through A031, incorporated herein and attached as set forth in Part III, Section J, hereof.	1	Lot	Not Separately Priced
	<b><u>OPTION III</u></b>			
0009	Component Demonstrations/Exercises – Statement of Work SW-JLENS-16-97, titled “JLENS Program, CLINs 0003, 0005, 0007, 0009, 0011” incorporated herein and	See B-14		

00115

attached as set forth in Part III, Section J, hereof.

0009AA	Level-of-Effort (Includes labor,travel, subcontracts)	See B-14		\$14,095,880
0009AB	Materials	See B-14		\$ 5,528,296
0010	Contract Data Requirements List (CDRL), DD Form 1423, Exhibit A, consisting of Exhibit Line Item Nos. A001, A002, A005, A006, A010, A012, A013, A015, A016, A017, A018, A019, A020, A021 and A025, incorporated herein and attached as set forth in Part III, Section J, hereof.	1	Lot	Not Separately Priced

**OPTION IV**

0011	Operations & Sustainment (O&S) Support – Statement of Work SW-JLENS-16-97, titled “JLENS Program, CLINs 0003, 0005, 0007, 0009, 0011” incorporated herein and attached as set forth in Part III, Section J, hereof.	1	Task	\$ 41,558,000*
0012	Contract Data Requirements List (CDRL), DD Form 1423, Exhibit A, consisting of Exhibit Line Item Nos. A001, A002, A005, A006, A010, A012, A018, A019, A020, A021, A023, A025, incorporated herein and attached as set forth in Part III, Section J, hereof.	1	Lot	Not Separately Priced

**BASIC**

0013	Spiral 1 – COTS – Based System  Statement of Work SW-JLENS-16-97, titled “JLENS Program, Spiral 1”, incorporated herein and attached as set forth in Part III, Section J, hereof.	1	Task	\$41,047,110
0014	Contract Data Requirements List (CDRL), DD Form 1423, Exhibit A, consisting of Exhibit Line Item Nos. A001, A002, A003, A005, A006, A008 through A020, A022, A023, and A025 through A028 incorporated herein and attached as set forth in Part III, Section J, hereof.	1	Lot	Not Separately Priced

**OPTION V**

0015	Operations & Sustainment – Statement of Work SW-JLENS-16-97, titled “JLENS Program, Spiral 1”, incorporated herein and attached as set forth in Part III, Section J, hereof. Paragraphs 1.1, 1.2, 1.3, 2.1, 2.2, 2.3, 2.4, 2.5, 2.6.1, 2.9, 3.1, 3.4, 3.5.1, 3.5.6, 3.7, 3.8, 5.6, 6.1.2, 6.1.3, 6.1.4, 6.1.5, 6.1.6, 6.2, 6.3, 6.4, 7.0, and 8.0	See B-15		
0015AA	Level-of-Effort (Includes labor and travel)	See B-15		\$8,323,376
0015AB	Materials	See B-15		\$ 250,378
0016	Contract Data Requirements List (CDRL), DD Form 1423, Exhibit A, consisting of Exhibit Line Item Nos. A001, A002, A005, A006, A010, A012, A017 through A023, and A025, incorporated herein and attached as set forth in Part III, Section J, hereof.	1	Lot	Not Separately Priced

001116

0017	<b>JLENS SDD Program (Option 1A and II)</b>		
	Effort in accordance with Statement of Work entitled "Joint Land Attack Cruise Missile Defense Elevated Netted Sensor System (JLENS) System Development and Demonstration (SDD) Program" incorporated herein and attached as set forth in Section J hereof.		
0017AA	<b>SDD JLENS Systems</b>	<b>See B-15</b>	<b>\$1,346,249,000*</b>
	Design, development, procurement, fabrication, integration, testing, and delivery of [REDACTED] SDD JLENS systems.		(b)(3)(A) (i)&Title 10 Sec 130 (a)(b)
0018	<b>Contract Data Requirements List (CDRL)</b>	<b>1</b>	<b>Lot</b>
	Contract Data Requirements List (CDRLs), DD Form 1423, Exhibit A, consisting of Exhibit Line Item Nos. B001 through B056, incorporated herein and attached by reference as set forth in Section J hereof.		<b>Not Separately Priced</b>

**\*Not-to-Exceed (NTE) subject to downward negotiations only.**

c. The following has been added to Clause B-9, INCENTIVE FEE:

INCENTIVE FEE FOR CLINs 0017/0018:

SUBCLIN 0017AA: RESERVED

d. The following clauses have been changed in Section B:

(1) B-4. TARGET COST, TARGET FEE, MINIMUM INCENTIVE FEE, MAXIMUM INCENTIVE FEE, AND INCENTIVE ARRANGEMENT FOR CLINs 0017/0018:

SUBCLIN 0017AA

- |                                      |                         |
|--------------------------------------|-------------------------|
| a. Target cost:                      | <b>TBD</b>              |
| b. Target fee:                       | <b>TBD</b>              |
| c. Minimum incentive fee:            | <b>TBD</b>              |
| d. Maximum incentive fee:            | <b>TBD</b>              |
| e. Total target cost and target fee: | <b>\$1,346,249,000*</b> |

**\*NOT-TO-EXCEED (NTE) SUBJECT TO DOWNWARD NEGOTIATIONS ONLY.**

001117

(2) B-11. COMPLETION TYPE COST REIMBURSEMENT CONTRACT:

a. Performance of Contract Line Items 0001/0002, 0003/0004, 0005AA/0006, 0005AC/0006 (if exercised), 0007AA/0008, 0011/0012 (if exercised), 0013/0014, 0015/0016, and 0017/0018 shall be accomplished on a completion basis as defined in FAR 16.306(d)(1). Pending satisfactory completion of the task, fee payments are provisional and are not final. Fee payments will not become final unless and until the contractor performs the task required by CLIN/SubCLINs 0003, 0005AA, 0005AC (if exercised), 0007 (if exercised), 0011 (if exercised), and 0013 and delivers data required by CLINs 0006, 0008 (if exercised), 0012 (if exercised), 0014, 0016, and 0018 and such are accepted by the Government as being satisfactory. Fee payments for CLINs 0003, 0005, 0013, 0015, and 0017 will also not become final unless and until completion of the milestones listed in F-5. In the event the task cannot be completed by the contractor within the estimated cost of the CLIN, the Government may require completion of the task without increase in fee, provided the Government increases the estimated cost of the CLIN under the LIMITATION OF COST or FUNDS contract clause.

b. CLIN 0001 will be considered complete based upon the completion of the statement of work requirements.

c. CLIN 0003 will be considered complete based upon the completion of the milestones listed in F-5 and the statement of work requirement.

d. **CLIN 0005: SubCLIN 0005AA, and SubCLIN 0005AC (if exercised) will be considered complete based upon the completion of the milestones listed in F-5 and the statement of work requirement.**

e. **CLIN 0007: SubCLIN 0007AA will be considered complete based upon the completion of the milestones listed in F-5 and the statement of work requirement.**

f. CLIN 0011 (if exercised) will be considered complete based upon completion of the statement of work requirements.

g. CLIN 0013 will be considered complete based upon the completion of the milestones listed in F-5 and the statement of work requirement.

h. CLIN 0015 will be considered complete based upon the completion of the milestones listed in F-5 and the statement of work requirement.

i. **CLIN 0017 will be considered complete based upon the completion of the milestones listed in F-5 and the statement of work requirement.**

j. CLINs 0002, 0004, 0006, 0008, 0012 (if exercised), 0014, 0016, and 0018 will be considered complete based upon a determination that all data and reports have been submitted and accepted, as set forth in Block 8 of each exhibit line item number of the DD Form 1423.

(3) B-12. SEPARATE APPLICATION OF FUNDING: The Limitation of Funds and Allowable Cost and Payments clauses apply separately to each of CLIN/SubCLIN sets: 0001/0002, 0003/0004, 0005AA/0006, 0005AC/0006, 0007AA/0008, 0009/0010, 0011/0012, 0013/0014, 0015/0016, and 0017AA/0018.

2. SECTION F – DELIVERIES OR PERFORMANCE is changed as follows:

a. Paragraph F-1, COMPLETION OF REQUIREMENT, is changed as follows:

1. The contractor shall complete the task required by CLIN 0001 and complete delivery of all data and reports required by CLIN 0002 by 30 Aug 1999.

2. The contractor shall complete the task required by CLIN 0003 no later than 30 Dec 2003. The contractor shall complete delivery of all data and reports required by CLIN 0004 by 31 Mar 2004.

001118

3. The contractor shall complete the task required by CLINs 0005 and 0006 as follows:
  - a) The contractor shall complete the task required by SubCLIN 0005AA and complete delivery of all data and reports required by CLIN 0006 by 31 Oct 2005.
  - b) The contractor shall complete the task required by SubCLIN 0005AC and complete delivery of all data and reports required by CLIN 0006 by 31 Jul 2010, if exercised.
4. The contractor shall complete the task required by CLIN 0007AA and complete delivery of all data and reports required by CLIN 0008 by 31 Oct 2005 for each SubCLIN, if exercised.
5. The contractor shall provide all level of effort, data, and reports required by CLINs 0009 and 0010 by 31 Oct 2005, IAW **modification P00113**.
6. The contractor shall complete the task required by CLIN 0011 and complete delivery of all data and reports required by CLIN 0012 by 30 Sep 2012.
7. The contractor shall complete the task required by CLIN 0013 no later than 30 Jun 2005. The contractor shall complete delivery of all data and reports required by CLIN 0014 by 30 Sep 2005.
8. The contractor shall complete the task required by CLIN 0015 and complete delivery of all data and reports required by CLIN 0016 by 30 Sep 2007.
9. The contractor shall complete the task required by CLIN 0017AA (restructured from CLINs 0005AB and 0007AB) and complete delivery of all data and reports required by CLIN 0018 by 30 Sep 2011.

b. Paragraph F-5, MILESTONE EVENTS AND PERFORMANCE PERIOD, for CLIN 0005 is deleted and replaced with the following:

MILESTONE EVENT	TIME PERIOD	
<u>CLIN 0003 – PTIR System</u>		
FP Demo	Second Quarter FY 00	
PTIR Hardware PDR	First Quarter FY 01	
PTIR Hardware CDR	Fourth Quarter FY 01	
Tether CDR	Second Quarter FY 02	
	Fourth Quarter FY 02	
	Second Quarter FY 03	(b)(3)(A) (i)&Title 10 Sec 130
Tether Test	Second Quarter FY 03	(a)(b)
PTIR SRS Released	Fourth Quarter FY 03	
	Third Quarter FY 03	(b)(3)(A) (i)&Title 10 Sec 130
Master Test Plan (Draft)	Fourth Quarter FY 03	(a)(b)
<u>CLIN 0005</u>		

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SUBCLIN 0005AA

Logistics Planning Documents

First Quarter FY 04

Draft Master Test Plan

Third Quarter FY 04

PTIR Build 1 SRS Released

First Quarter FY 05

System Requirements Review (SRR)

Second Quarter FY 05

[REDACTED]

Fourth Quarter FY 05

(b)(3)(A)  
(i)&Title  
10 Sec 130

System Functional Review

Fourth Quarter FY 05

(a)(b)

Master Test Plan

Fourth Quarter FY 05

SUBCLIN(s) 0005AB/0005AC

Platform PDR (Part 1 System PDR)

Second Quarter FY 06

Platform CDR

Fourth Quarter FY 06

System ICD

Fourth Quarter FY 06

Processing Station &amp; CP PDR (Part 2 System PDR)

First Quarter FY 07

Mil O&amp;S PDR

First Quarter FY 08

System Integration Laboratory (SIL) Functional Verification  
Test (FVT)

Second Quarter FY 07

Processing Station &amp; CP CDR

Third Quarter FY 07

Precision Track Illumination Radar (PTIR) Array Complete

Fourth Quarter FY 07

System CDR

First Quarter FY 08

PTIR #1 FVT Complete

Second Quarter FY 08

[REDACTED]

Second Quarter FY 08

(b)(3)(A)  
(i)&Title 10 Sec  
130 (a)(b)

Third Quarter FY 08

First Quarter FY 09

Orbit Test (SDD #1) Complete

Orbit FVT Test (SDD #2) Complete

Second Quarter FY 09

Production Readiness Review

Second Quarter FY 09

Contractor Test Report (Elevated)

Second Quarter FY 09

Processing Station Software [REDACTED] Build 4  
Demonstration

Fourth Quarter FY 09

(b)(3)(A)  
(i)&Title 10  
Sec 130 (a)(b)

001120

Log Demo Complete	First Quarter FY 10	
[REDACTED]	First Quarter FY 10	(b)(3)(A)
PQT Complete/Contractor Final Test Report/DD 250	Second Quarter FY 10	(i)&Title 10 Sec 130
<u>CLIN 0007</u>		(a)(b)
SUBCLIN 0007AA - SuR		
SuR Risk Reduction IPR	Third Quarter FY 05	
SuR Preliminary Design Review	Third Quarter FY 05	
SuR Critical Design Review	Second Quarter FY 06	
[REDACTED]	First Quarter FY 08	(b)(3)(A)
SuR Delivery	Fourth Quarter FY 08	(i)&Title 10 Sec 130 (a)(b)
SUBCLIN 0007AB - SuR		
Mobile Mooring Station Delivery	Fourth Quarter FY 08	
SUBCLIN 0007AC - SuR		
Leave Behind Capability Including GSE	Fourth Quarter FY 08	
SUBCLIN 0007AD - PDRR		
SuR Launch and Recovery	Fourth Quarter FY 05	
<u>CLIN 0011</u>		
Deliver Final Report	Twenty-four Months after exercise of Option	
<u>CLIN 0013 - Spiral 1</u>		
System Requirements Review	Second Quarter FY 03	
System Functional Review	Third Quarter FY 03	
Spiral 1 Radar IPR	Fourth Quarter FY 03	
Platform IPR	First Quarter FY 04	
Communication Payload IPR	Second Quarter FY 04	
Processing Station IPR	Third Quarter FY 04	
SIL Demonstration	Fourth Quarter FY 04	
Spiral 1 Radar FVT	Third Quarter FY 05	

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Spiral 1 Platform FVT

First Quarter FY 05

Integration Testing

Second Quarter FY 05



Third Quarter FY 05

(b)(3)(A)  
(i)&Title 10  
Sec 130 (a)(b)

Fourth Quarter FY 05

CLIN 0017

SuR Delta SFR

Second Quarter FY06

Processing Station/Comms Subsystem Delta SFR

Third Quarter FY06

PTIR Delta CDR

Third Quarter FY06

Platform PDR (Part 1 System PDR)

Fourth Quarter FY 06

SuR PDR

Fourth Quarter FY06

Platform CDR

Third Quarter FY 07

System ICD

Third Quarter FY 07

SuR CDR

Third Quarter FY 07

Processing Station & CP PDR (Part 2 System PDR)

Fourth Quarter FY07

System Integration Laboratory (SIL) Functional  
Verification Test (FVT)

Fourth Quarter FY 07

Processing Station & CP CDR

Third Quarter FY08

O & S PDR

Fourth Quarter FY08



System CDR

Fourth Quarter FY 08

(b)(3)(A)  
(i)&Title  
10 Sec 130  
(a)(b)

Fourth Quarter FY 08

PTIR #1 FVT Complete

Second Quarter FY 09

SuR #1 FVT Complete

Second Quarter FY09

Platform #1 FVT

Second Quarter FY09

Processing Station #1 FVT

Second Quarter FY09

Comms Subsystem #1 FVT

Second Quarter FY09



Orbit Test (SDD #1) Complete

Third Quarter FY 09

(b)(3)(A)  
(i)&Title 10  
Sec 130 (a)(b)

First Quarter FY 10

001122

<b>Orbit Test (SDD #2) Complete</b>		<b>Second Quarter FY10</b>	
<b>Production Readiness Review</b>		<b>Second Quarter FY10</b>	
<b>Contractor Test Report (Elevated)</b>		<b>Second Quarter FY10</b>	
<b>Processing Station Software Demonstration</b>	 <b>Build 4</b>	<b>Second Quarter FY10</b>	(b)(3)(A) (i)&Title 10 Sec 130 (a)(b)
<b>Log Demo</b>		<b>First Quarter FY 11</b>	
<b>DISR Certification Complete</b>		<b>First Quarter FY11</b>	
<b>FCA Complete</b>		<b>Second Quarter FY11</b>	
<b>PQT Complete/DD250</b>		<b>Second Quarter FY11</b>	

c. Paragraph F-6, DD 250 (Applicable to CLIN 0005 only), is added as follows:

The signing of the DD 250's for the SDD units will occur upon successful completion of the Product Qualification Test (PQT) and acceptance of the final Test Report under CDRL B056 (notionally Second Quarter FY 11). This process will verify compliance to the system specification.

3. SECTION G – CONTRACT ADMINISTRATION DATA.

a. Paragraph G-5, ACCOUNTING AND APPROPRIATION DATA is modified to add the following:

CLINS 0017:

ACRN:	BW
CUMULATIVE AMOUNT:	\$22,500,000
ACCT CLASS:	216 2040 5L 5L68 P172419E55 255Y 4M6J730000 S01021 4M6J730000/64MJLE/4MJLEN
ORDER NO:	4M6J730000-017 FUNDED AMT \$22,500,000 (P00114)

b. Paragraph G-6, IMPLEMENTATION OF AND EXPLANATION OF THE RELATIONSHIP OF THE LIMITATION OF FUNDS (LOF) CLAUSE TO FEE OBLIGATIONS, paragraphs c is changed to read as follows:

c. CLINs 0017 and 0018:

- |   |  |
|---|--|
| (1) Amount Required for Full Funding, Including Fee(s):             | \$ <u>1,346,249,000*</u>   |
| (2) Amount Allotted Under the LOF Clause for Pmnt of Costs:         |  (b)(4) |
| (3) Amount Separately Obligated for Payment of Target Fee:          |  (b)(4) |
| (4) Total Amount Allotted and Obligated:                            | \$ <u>22,500,000*</u>  |
| (5) Net Amount Required for Full Funding:                           | \$ <u>1,323,749,000*</u>   |
| (6) Estimated Period of Performance the Allotted Amount Will Cover: |  |

\*NOT-TO-EXCEED (NTE) in CLIN 0017

001123

4. SECTION H – SPECIAL CONTRACT REQUIREMENTS is changed as follows:

a. Paragraph H-3, OPTIONS, is changed to read as follows:

The option CLINs stipulated in the contract may be exercised at the unilateral option of the government. The exercise of the option CLIN shall be by written notice provided to the contractor by the Contracting Officer not later than the dates shown below provided preliminary notice is given by the government thirty (30) days prior to option exercise. The contractor shall incur no costs chargeable to any option CLIN until the Contracting Officer has provided written notification that the option CLIN has been exercised. The option CLINs may be exercised individually and the exercise of an option CLIN will include its attendant data item CLIN:

<u>OPTION</u>	<u>DATE</u>
CLINs 0005/0006	
0005AC(Option)IB	NLT 31 Oct 2007
CLINs 0011 and 0012 (Option IV)	NLT 30 Dec 2005
CLINs 0015 and 0016 (Option V)	NLT 30 Sep 2005

CLIN 0009: At the unilateral option of the government, CLIN 0009 may be exercised incrementally or totally at any time during the period of performance of the contract, up to the amount set forth in Section B of the contract. The CPFF unit price per DPPH [REDACTED] will be used to exercise CLIN 0009, if it is exercised incrementally. (b)(4)

CLIN 0015: At the unilateral option of the government, CLIN 0015 may be exercised incrementally or totally not later than 30 Sep 05, up to the amount set forth in Section B of the contract. The CPFF unit price per DPPH [REDACTED] will be used to exercise CLIN 0015, if it is exercised incrementally. (b)(4)

In the event the contractor fails to complete the milestones required by F-5 of the contract for SubCLIN 0005AA, the government may postpone (day for day) the exercise of the Option for SubCLIN 0005AB and/or SubCLIN 0005AC without increase in the estimated cost and fee. In the event the contractor fails to complete the milestones required by F-5 of the contract for CLIN 0005 and/or CLIN 0007, the government may postpone the exercise of the option for CLINs 0011 and 0012 without increase in the estimated cost and fee.

b. Paragraph H-10, INCREMENTAL FUNDING OF THE CONTRACT:

(1) Paragraph c. is changed as follows:

c. Pursuant to the LIMITATION OF FUNDS clause, the sum of \$22,500,000 is presently allotted to CLIN 0017AA and available for payment to cover the work to be performed hereunder until 30 Sep 11.

5. SECTION J – LIST OF ATTACHMENTS is changed to add the following as shown below:

<u>TITLE</u>	<u>DATE</u>	<u># OF PAGES</u>
<u>CLIN 0017:</u> JLENS System Development and Demonstration (SDD) Program Statement of Work	25 Oct 05	32

001124

Special Instructions for Preparation of the Proposal For CLIN 0017 Contract DASG60-98-C-0001	26 Oct 05	12
Contract Data Requirements List (DD Form 1423) Exhibit A with Distribution List & Data Item Nos. B001 through B056	24 Oct 05	56
Status on Disposition of Raytheon Spiral 2 SDD NTE Assumptions	25 Oct 05	14
GFE/GFP/GFS	26 Oct 05	3
System Performance Specification for the JLENS And its Annex A	26 Oct 05	92

6. As a result of the above changes, the total contract value is hereby increased by \$1,346,249,000, from \$292,266,963 to \$1,638,515,963.

001125

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE V	PAGE OF PAGES 1   4
2. AMENDMENT/MODIFICATION NO. P00115	3. EFFECTIVE DATE 18 Nov 2005	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)	
ISSUED BY [REDACTED] DEFENSE COMMAND P.O. BOX 1500 HUNTSVILLE AL 35807-3801	CODE WB113M	7. ADMINISTERED BY (If other than item 6) DCMA RAYTHEON 50 APPLE HILL DRIVE MS 12FR2 TEWKSBURY MA 01876	CODE S2205A	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) RAYTHEON COMPANY 350 LOWELL STREET ANDOVER MA 01810			9A. AMENDMENT OF SOLICITATION NO.	
			9B. DATED (SEE ITEM 11)	
			X 10A. MOD. OF CONTRACT/ORDER NO. DASG60-98-C-0001	
			X 10B. DATED (SEE ITEM 13) 20-Aug-1998	
CODE 05716	FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.				
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule				
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.				
X A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.				
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).				
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:  OTHER (Specify type of modification and authority)				
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.				
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Due to a Standard Procurement System defect, the date shown in Block 10B of the SF30 may be inaccurate. That date should be 30 Jan 1998.  The purpose of this modification is threefold. First, with the certified completion of CLIN 0013, the proposed cost and fee structures of that CLIN are realigned to reflect the final actual costs and fee, adjusted to include the earned incentive amount. Second, in conjunction with this realignment, \$1.146 million is to be withdrawn from said CLIN 0013 and placed on CLIN 0017AA. Finally, \$3.7 million is being withdrawn from CLIN 0009AB and being placed on CLIN 0017AA.  Except as referenced above, all other terms and conditions of the original contract remain unchanged.				
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.				
15A. NAME AND TITLE OF SIGNER (Type or print) [REDACTED]		16A. NAME AND TITLE OF CONTRACTING OFF/CER (Type or print) [REDACTED]		
15C. DATE SIGNED [REDACTED] November 2005		16C. DATE SIGNED [REDACTED]		

EXCEPTION TO SF 30  
APPROVED BY OIRM 11-84

30-105-0

STANDARD FORM 30 (Rev. 10-83)  
Prescribed by GSA  
FAR (48 CFR) 53.243

001126



(b)(6)

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

The following items are applicable to this modification:  
MODIFICATION

1. Section B, Paragraph B-1, is modified as follows:

- a. CLIN 0009AB Available Material Dollars are decreased by \$3,700,000, from \$4,239,034 to \$539,034.
- b. CLIN 0013 available dollars are decreased by \$1,146,000 from \$1,146,000 to \$ -0-. CLIN 0013 is certified as being complete.
- c. CLIN 0017AA available dollars are increased by \$4,846,000 from \$22,500,000 to \$27,346,000.

2. Section B, Paragraph B-1, LINE ITEM DESCRIPTION, is modified to show the final cost and fee for CLIN 0013 as shown:

**0013\*\***    **Spiral I – COTS – Based System**  
**Statement of Work SW-JLENS-16-97, titled “JLENS**  
**Program, Spiral 1”, incorporated herein and attached as**  
**set forth in Part III, Section J, hereof.**  
**Paragraphs 1.1, 1.2, 1.3, 2.1, 2.2, 2.3, 2.4, 2.5, 2.6.2, 2.6.3, 2.9, 3.1,**  
**3.2, 3.3, 3.4, 3.5.1, 3.5.2, 3.5.3, 3.5.4, 3.5.5, 3.5.6, 3.5.7, 3.7, 3.8, 3.9,**  
**3.9.1, 3.9.2, 3.10.1, 3.10.1.1, 3.10.1.2, 4.1, 4.2, 5.1, 5.2, 5.3, 5.4, 5.5,**  
**5.6, 6.1.2, 6.1.3, 6.1.4, 6.1.5, 6.1.6, 6.2, 6.3, 6.4, 7.0**  
**QTY: 1 Task (Cost Plus Incentive Fee)**

	<b>FINAL COST</b>
	<b>FINAL FEE + EARNED INCENTIVE FEE</b>
	<b>TOTAL COST + FEE</b>

 (b)(4)  
(5)(4)  
**\$38,901,000**

**\*\*This CLIN is now certified as being closed.**

3. Section G, Paragraph G-5, ACCOUNTING AND APPROPRIATION DATA, is modified to add the following:

SubCLIN 0009AB:

ACRN: BU  
ACCT CLASS: 215 2040 5Q 5Q17 P172419E55 255Y ER5D732300 S01021 ER5D732300/54KJLE/4K0000  
ORDER NO: ER5D732300-03 FUNDED AMOUNT: (\$3,700,000) (P00115)

SubCLIN 0013:

ACRN: BJ  
ACCT CLASS: 215 2040 5Q 5Q17 P172419E55 255Y ER5D730100 S01021 ER5D730100/54KJLE/4K0000  
ORDER NO: ER5D730100-02 FUNDED AMOUNT: (\$1,000,000) (P00115)  
ER5D730100-03 FUNDED AMOUNT: (\$146,000) (P00115)

SubCLIN 0017AA:

001127

ACRN: BY  
ACCT CLASS: 215 2040 5Q 5Q17 P172419E55 255Y ER5D732500 S01021 ER5D732500/54KJLE/4K0000  
ORDER NO: ER5D732500-01 FUNDED AMOUNT: \$3,700,000 (P00115)

ACRN: BX  
ACCT CLASS: 215 2040 5Q 5Q17 P172419E55 255Y ER5D732600 S01021 ER5D732600/54KJLE/4K0000  
ORDER NO: ER5D732600-01 FUNDED AMOUNT: \$1,000,000 (P00115)  
ER5D732600-02 FUNDED AMOUNT: \$ 146,000 (P00115)

4. Section G, Paragraph G-6, IMPLEMENTATION OF THE RELATIONSHIP OF THE LIMITATION OF FUNDS (LOF) CLAUSE TO FEE OBLIGATIONS, is modified as described below:

<u>SUBCLIN 0009AB</u>	PRIOR	THIS MODIFICATION	CUMULATIVE TOTAL
(1) Amount Required for Full Funding, Including Fee(s):	\$5,528,296	-0-	\$5,528,296
(2) Amount Allotted under the LOF Clause for Payment of Costs:	\$ 4,239,034	(\$3,700,000)	\$ 539,034
(3) Amount Separately Obligated for Payment of Fee:	-0-	-0-	-0-
(4) Total Amount Allotted and Obligated:	\$ 4,239,034	(\$3,700,000)	\$ 539,034
(5) Net Amount Required for Full Funding:	\$1,289,262	\$3,700,000	\$4,989,262

<u>SUBCLIN 0013</u>	PRIOR	THIS MODIFICATION	CUMULATIVE TOTAL
Amount Required for Full Funding, Including Fee(s):	\$ 41,047,110	(\$ 2,146,110)	\$ 38,901,000
Amount Allotted under the LOF Clause for Payment of Costs:	[REDACTED]		(b)(4)
Amount Separately Obligated for Payment of Fee:	[REDACTED]		(b)(4)
Total Amount Allotted and Obligated:	\$ 40,047,110	(\$1,146,110)	\$ 38,901,000
Net Amount Required for Full Funding:	\$ 1,000,000	(\$ 1,000,000)	\$ -0-

<u>SUBCLIN 0017AA</u>	PRIOR	THIS MODIFICATION	CUMULATIVE TOTAL
Amount Required for Full Funding, Including Fee(s):	\$1,346,249,000	-0-	\$1,346,249,000
Amount Allotted under the LOF Clause	[REDACTED]		(b)(4)

001128

for Payment of Costs: Amount Separately Obligated for Payment of Fee:	[REDACTED] (b)(4)		
Total Amount Allotted and Obligated:	\$ 22,500,000	\$4,846,000	\$ 27,346,000
Net Amount Required for Full Funding:	\$1,323,749,000	(\$4,846,000)	\$1,318,903,000

5. The following page substitutions are hereby incorporated into the contract:

DELETE

Page 6, Modification NA  
Page 8, Modification NA  
Page 11, Modification NA  
Page 28, Modification NA  
Page 29, Modification NA  
Page 29A, Modification NA  
Page 34, Modification NA

ADD

Page 6, Modification P00115  
Page 8, Modification P00115  
Page 11, Modification P00115  
Page 28, Modification P00115  
Page 29, Modification P00115  
Page 29A, Modification P00115  
Page 34, Modification P00115

001129

BASIC

0013 Spiral 1 - COTS - Based System  
Statement of Work SW-JLENS-16-97, titled "JLENS Program, Spiral 1", incorporated herein and attached as set forth in Part III, Section J, hereof.  
Paragraphs 1.1, 1.2, 1.3, 2.1, 2.2, 2.3, 2.4, 2.5, 2.6.2, 2.6.3, 2.9, 3.1, 3.2, 3.3, 3.4, 3.5.1, 3.5.2, 3.5.3, 3.5.4, 3.5.5, 3.5.6, 3.5.7, 3.7, 3.8, 3.9, 3.9.1, 3.9.2, 3.10.1, 3.10.1.1, 3.10.1.2, 4.1, 4.2, 5.1, 5.2, 5.3, 5.4, 5.5, 5.6, 6.1.2, 6.1.3, 6.1.4, 6.1.5, 6.1.6, 6.2, 6.3, 6.4, 7.0  
QTY: 1 Task (Cost Plus Incentive Fee)

TARGET COST  
TARGET FEE  
TOTAL TGT COST + FEE  
MINIMUM FEE  
MAXIMUM FEE  
SHARE RATIO ABOVE TARGET  
SHARE RATIO BELOW TARGET

[Redacted] (b)(4)  
[Redacted] (b)(4)  
\$38,901,000  
[Redacted] (b)(4)  
[Redacted] (b)(4)  
(b)(4)

0014 Contract Data Requirements List (CDRL)  
DD Form 1423, Exhibit A, consisting of Exhibit Line Item Nos. A001, A002, A003, A005, A006, A008 through A020, A022, A023, and A025 through A028 incorporated herein and attached as set forth in Part III, Section J, hereof.  
QTY: 1 Lot

Not Separately Priced

OPTION V

0015 Operations & Sustainment (OPTION V)  
Statement of Work SW-JLENS-16-97, titled "JLENS Program, Spiral 1", incorporated herein and attached as set forth in Part III, Section J, hereof. Paragraphs 1.1, 1.2, 1.3, 2.1, 2.2, 2.3, 2.4, 2.5, 2.6.1, 2.9, 3.1, 3.4, 3.5.1, 3.5.6, 3.7, 3.8, 5.6, 6.1.2, 6.1.3, 6.1.4, 6.1.5, 6.1.6, 6.2, 6.3, 6.4, 7.0, and 8.0

0015AA Level-of-Effort (Includes labor and travel)  
(Cost Plus Fixed Fee)

Available (OPTION)

Exercised Option

QTY:  
ESTIMATED COST  
FIXED FEE  
TOTAL EST COST + FEE

[Redacted] DPPH (b)(4)  
[Redacted] (b)(4)  
\$8,323,376

[Redacted] DPPH  
\$0  
\$0  
\$0

001130

g. CLIN 0013 is certified to be complete.

h. CLINs 0002, 0004, 0006, 0008 (if exercised), 0012 (if exercised), and 0014 will be considered complete based upon a determination that all data and reports have been submitted and accepted, as set forth in Block 8 of each exhibit line item number of the DD Form 1423.

B-3. LEVEL OF EFFORT (Applicable to CLINs 0009/0010 and 0015/0016):

a. SUBCLIN 0009AA and 015AA:

(1) In the performance of this contract, the contractor shall provide direct productive person hours (DPPH) level of effort as set forth in Paragraph B-1 above, within the time period as set forth in Section F hereof.

(2) DPPH are defined as prime contractor, consultant, and subcontractor actual direct labor hours exclusive of vacation, holiday, sick leave, and other absences.

(3) In accordance with FAR 16.306(d)(2), entitlement to the total fixed fee is subject to the certification by the contractor to the Administrative Contracting Officer that he has exerted the DPPH level of effort by labor category as specified herein in performing the work called for, has provided the reports called for, and the effort performed and reports provided are considered satisfactory by the Government.

b. SUBCLIN 0009AB and 0015AB: Material is property that may be incorporated into or attached to the demonstrated end item or that may be consumed or expended in performing CLIN 0009. It includes assemblies, components, parts, raw and pressed material, and small tools and supplies that may be consumed in normal use in performing CLIN 0009 and 0015, as applicable.

B-4 SEPARATE APPLICATION OF FUNDING: The Limitation of Funds and Allowable Cost and Payments clauses apply separately to each of CLIN/SubCLIN sets: 0001/0002, 0003/0004, 0005AA/0006, 0005AB/0006, 0005AC/0006, 0007AA/0008, 0007AB/0008, 0007AC/0008, 0007AD/0008, 0009/0010, 0011/0012, 0013/0014 and 0015/0016.

B-5 COST/SHARE RATIO STRUCTURE FOR CLINs 0001/0002: The performance of the effort required by CLINs 0001 and 0002 shall be on a cost-reimbursement basis. In accordance with General Provisions FAR 52.216-7, entitled "Allowable Cost and Payment", and FAR 52.216-12, "Cost Sharing Contract - No Fee", as applicable, the total amount for reimbursement of costs for performance under CLINs 0001 and 0002 is as set forth in Paragraph B-1 above.

Notwithstanding FAR 52.232-22, "Limitation of Funds", the contractor agrees to the following cost share ratio:

001131

**SECTION F - DELIVERIES OR PERFORMANCE**

**F-1. COMPLETION OF REQUIREMENT:**

- a. The contractor shall complete the task required by CLIN 0001 and complete delivery of all data and reports required by CLIN 0002 by 30 Aug 1999.
- b. The contractor shall complete the task required by CLIN 0003 no later than 30 Dec 2003. The contractor shall complete delivery of all data and reports required by CLIN 0004 by 31 Mar 2004.
- c. The contractor shall complete the task required by CLINs 0005 and 0006 as follows:
  - 1) The contractor shall complete the task required by SubCLIN 0005AA and complete delivery of all data and reports required by CLIN 0006 by 30 Sep 2005.
  - 2) The contractor shall complete the task required by SubCLIN 0005AB and complete delivery of all data and reports required by CLIN 0006 by 30 Sep 2010, if exercised.
  - 3) The contractor shall complete the task required by SubCLIN 0005AC and complete delivery of all data and reports required by CLIN 0006 by 31 Jul 2010, if exercised.
- d. The contractor shall complete the task required by CLINs 0007 and 0008 as follows:
  - 1) The contractor shall complete the tasks required by SubCLIN 0007AA and Complete delivery of all data reports required by CLIN 0008 by 30 Sep 2005.
  - 2) The contractor shall complete the tasks required by SubCLIN 0007AB and Complete delivery of all data reports required by CLIN 0008 by 30 Sep 2008, if exercised.
  - 3) The contractor shall complete the tasks required by SubCLIN 0007AC and Complete delivery of all data reports required by CLIN 0008 by 30 Sep 2008, if exercised.
  - 4) The contractor shall complete the tasks required by SubCLIN 0007AD and Complete delivery of all data reports required by CLIN 0008 by 30 Sep 2008, if exercised.
- e. The contractor shall provide all level of effort, data, and reports required by CLINs 0009 and 0010 by 30 Sep 2005.
- f. The contractor shall complete the task required by CLIN 0011 and complete delivery of all data and reports required by CLIN 0012 by 30 Sep 2012.
- g. The contractor shall complete the task required by CLIN 0013 no later than 30 Jun 2005. The contractor shall complete delivery of all data and reports required by CLIN 0014 by 31 Oct 2005.

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RAYTHEON COMPANY

115  
MODIFICATION P00105 TO  
CONTRACT DASG60-98-C-0001  
PAGE 28 OF 70 PAGES  
PREVIOUS: N/A

(b) SUBCLIN 0009AB:

ACRN: AQ  
CUMULATIVE AMOUNT: \$59,894  
ACCT CLASS: 2112040 36 9618 P172419E55 255Y ER1D732000 S01021  
ER1D732000/1HHJLE/H  
ORDER NO/PRON: ER1D732000-01 FUNDED AMT \$24,894  
(P00057)  
ER1D732000-02 FUNDED AMT \$35,000  
(P00069)

ACRN : AR  
CUMULATIVE AMONT: \$35,000  
ACCT CLASS: 212 2040 5Q 5Q17 P172419E55 255Y ER2D731400 S01021  
ER2D731400/24KJLE/4K0000  
ORDER NO/PRON: ER2D731400-01 FUNDED AMT: \$35,000  
(P00057)

ACRN: BK  
ACCT CLASS: 215 2040 5Q17 P172419E55 255Y ER5D731100 S01021  
ER5D731100/54KJLE/4K0000  
ORDER NO: ER5D731100-01 FUNDED AMT: \$3,455  
(P00099)

ARRN: BN  
ACCT CLASS: AA 9750400 1202 185 JT01 606051 600007 59232 65126J  
525700  
F25700 FSR: 003624 PSR: 205062 DSR: 086263  
ORDER NO.: F1AF1W5088GV01 FUNDED AMT: \$ 81,685  
(P00102)

ACRN: BU  
ACCT CLASS: 215 2040 5Q 5Q17 P172419E55 255Y ER5D732300 S01021  
ER5D732300/54KJLE/4K0000  
ORDER NO: ER5D732300-03 FUNDED AMOUNT: ( \$3,700,000) (P00115)

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RAYTHEON COMPANY

115  
MODIFICATION P00105 TO  
CONTRACT DASG60-98-C-0001  
PAGE 29 OF 70 PAGES  
PREVIOUS: N/A

CLIN 0013

ACRN: AU  
CUMULATIVE AMOUNT: \$7,970,000  
ACCT CLASS: 213 2040 5Q 5Q17 P172419E55 255Y ER3D730000 S01021  
ER3D730000/34KJLE/4K0000

ORDER NO: ER3D730000-01 FUNDED AMT: \$ 775,000  
(P00073)

ER3D730000-02 FUNDED AMT: \$4,000,000  
(P00073)

ER3D730000-03 FUNDED AMT: \$1,000,000  
(P00077)

ER3D730000-04 FUNDED AMT: \$2,195,000  
(P00078)

ACRN: AX  
CUMULATIVE AMOUNT: \$3,396,000  
ACCT CLASS: 213 2040 5Q 5Q17 P172419E55 255Y ER3D740000 S01021  
ER3D740000/34KJLF/4K0000

ORDER NO: ER3D740000-01 FUNDED AMT: \$3,396,000  
(P00080)

ACRN: BJ  
CUMULATIVE AMOUNT: \$9,269,110  
ACCT CLASS: 215 2040 5Q 5Q17 P172419E55 255Y ER5D730100 S01021  
ER5D730100/54KJLE/4K0000

ORDER NO: ER5D730100-01 FUNDED AMT: \$9,269,110  
(P00098)

ACRN: BJ  
CUMULATIVE AMOUNT: \$9,269,110  
ACCT CLASS: 215 2040 5Q 5Q17 P172419E55 255Y ER5D730100 S01021  
ER5D730100/54KJLE/4K0000

ORDER NO: ER5D730100-02 FUNDED AMT: \$ (1,000,000) (P00115)  
ER5D730100-03 FUNDED AMT: \$ (146,000) (P00115)

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RAYTHEON COMPANY

MODIFICATION P00115 TO  
CONTRACT DASG60-98-C-0001  
PAGE 29A OF 70 PAGES  
PREVIOUS: N/A

CLIN 0017

ACRN: BW  
CUMULATIVE AMOUNT: \$22,500,000  
ACCT CLASS: 216 2040 5L 5L68 P172419E55 255Y 4M6J730000 S01021  
4M6J730000/64MJLE/4MJLEN  
ORDER NO: 4M6J730000-01 FUNDED AMT: \$ 22,500,000 (P00114)

ACRN: BX  
CUMULATIVE AMOUNT: \$1,146,000  
ACCT CLASS: 215 2040 5Q 5Q17 P172419E55 255Y ER5D732600 S01021  
ER5D732600/54KJLE/4K0000  
ORDER NO: ER5D732600-01 FUNDED AMT: \$ 1,000,000 (P00115)  
ER5D732600-02 FUNDED AMT: \$ 146,000 (P00115)

ACRN: BY  
CUMULATIVE AMOUNT: \$3,700,000  
ACCT CLASS: 215 2040 5Q 5Q17 P172419E55 255Y ER5D732500 S01021  
ER5D732500/54KJLE/4K0000  
ORDER NO: ER5D732500-01 FUNDED AMT: \$ 3,700,000 (P00115)

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**RAYTHEON COMPANY**

**MODIFICATION P00115 TO  
CONTRACT DASG60-98-C-0001  
PAGE 34 OF 70 PAGES  
PREVIOUS: N/A**

f CLINs 0011 and 0012:

(1) Amount Required for Full Funding, Including Fee(s):	\$ 41,558,000*
(2) Amount Allotted Under the LOF Clause for Payment of Costs:	\$ -0-
(3) Amount Separately Obligated for Payment of Fee:	\$ -0-
(4) Total Amount Allotted and Obligated:	\$ -0-
(5) Net Amount Required for Full Funding:	\$ 41,558,000*
(6) Estimated Period of Performance the Allotted Amount Will Cover:	

\*NOT-TO-EXCEED (NTE)

g. CLINs 0013 and 0014:

(1) Amount Required for Full Funding, Including Fee(s):	\$ 38,901,000
(2) Amount Allotted Under the LOF Clause for Payment of Costs:	██████████ (b)(4)
(3) Amount Separately Obligated for Payment of Target Fee:	██████████ (b)(4)
(4) Total Amount Allotted and Obligated:	\$ 38,901,000
(5) Net Amount Required for Full Funding:	\$ -0-
(6) Estimated Period of Performance the Allotted Amount Will Cover:	31 Oct 05

h. CLINs 0015 and 0016:

SUBCLIN 00015AA:

(1) Amount Required for Full Funding, Including Fee(s):	\$ 8,323,376
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i. CLINs 0017 and 0018:

SUBCLIN 0017AA:

(1) Amount Required for Full Funding, Including Fee(s):	\$ 1,346,249,000
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001136

- (2) Amount Allotted Under the LOF Clause for Payment of Costs: [REDACTED] (b)(4)
- (3) Amount Separately Obligated for Payment of Target Fee: [REDACTED] (b)(4)
- (4) Total Amount Allotted and Obligated: \$ 27,346,000
- (5) Net Amount Required for Full Funding: \$1,318,903,000
- (6) Estimated Period of Performance the Allotted Amount Will Cover: 17 Feb 06

001137

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE V	PAGE OF PAGES 1   3
2. AMENDMENT/MODIFICATION NO. P00118	3. EFFECTIVE DATE 05-Dec-2005	4. REQUISITION/PURCHASE RBQ. NO.		5. PROJECT NO. (if applicable)
6. ISSUED BY [REDACTED] DEFENSE COMMAND MONTSEVILLE AL 36807-3801	CODE W9113M	7. ADMINISTERED BY (If other than item 6) DCMA RAYTHEON 50 APPLE HILL DRIVE M/S T2FR2 TEWKSBURY MA 01876		CODE S2205A
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) RAYTHEON COMPANY 380 LOWELL STREET ANDOVER MA 01810			9A. AMENDMENT OF SOLICITATION NO.	
			9B. DATED (SEE ITEM 11)	
			X 10A. MOD. OF CONTRACT/ORDER NO. DASG60-98-C-0001	
			X 10B. DATED (SEE ITEM 13) 20-Aug-1998	
CODE 05716			FACILITY CODE	
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended.				
<p>Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:</p> <p>(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted, or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.</p>				
12. ACCOUNTING AND APPROPRIATION DATA (If required) <b>See Schedule</b>				
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.				
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.				
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B). THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:				
OTHER (Specify type of modification and authority) H-6, Options.				
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.				
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Due to a Standard Procurement System defect, the date shown in Block 10B of the SF30 may be inaccurate. That date should be 30 January 1998.  The purpose of this modification is to exercise a portion of CLIN 0017AA in the amount of \$7,500,000.00.  This modification also serves to incorporate DFARS 252.204-7005, Oral Attestation of Security Responsibilities, to the contract.  Except as referenced above, all other terms and conditions of the basic contract remain unchanged.  Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.				
15A. NAME AND TITLE OF SIGNER (Type or print)		[REDACTED] CONTRACTING OFFICER (Type or print) (b)(6)		
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA [REDACTED] (Signature of Contracting Officer)	16C. DATE SIGNED 05-Dec-2005	

EXCEPTION TO SF 30  
APPROVED BY OIRM 11-84

30-105-04

STANDARD FORM 30 (Rev. 10-83)  
Prescribed by GSA  
FAR (48 CFR) 53.243

001138

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

The following items are applicable to this modification:  
MODIFICATION

1. Section B, Paragraph B-1, CLIN 0017AA is modified as follows:

a. CLIN 0017AA available dollars are increased by \$7,500,000 from \$27,346,000 to \$34,846,000.

2. Section G, Paragraph G-5, ACCOUNTING AND APPROPRIATION DATA, is modified to add the following:

SubCLIN 0017AA:

ACRN: BW  
ACCT CLASS: 216 2040 5L 5L68 P172419E55 255Y 4M6J730000 S01021 4M6J730000/64MJLE/4MJLEN  
ORDER NO: 4M6J730000-02 FUNDED AMOUNT: \$7,500,000 (P00116)

3. Section G, Paragraph G-6, IMPLEMENTATION OF THE RELATIONSHIP OF THE LIMITATION OF FUNDS (LOF) CLAUSE TO FEE OBLIGATIONS, is modified as described below:

<u>SUBCLIN 0017AA</u>	PRIOR	THIS MODIFICATION	CUMULATIVE TOTAL
Amount Required for Full Funding Including Fee(s):	\$1,318,903,000	(\$7,500,000)	\$1,311,403,000
Amount Allotted under the LOF Clause for Payment of Costs:	[REDACTED] (b)(4)		
Amount Separately Obligated for Payment of Fee:	[REDACTED] (b)(4)		
Total Amount Allotted and Obligated:	\$ 27,346,000	\$7,500,000	\$ 34,846,000
Net Amount Required for Full Funding:	\$1,318,903,000	(\$7,500,000)	\$1,311,403,000

4. Section I, Sub-Section II, DOD FAR SUPPLEMENT (48 CFR CHAPTER 2) CLAUSES, is modified to include the following:

Clause number 4A, 252.204-7005 ORAL ATTESTATION OF SECURITY RESPONSIBILITIES (NOV 2001)

(a) Contractor employees cleared for access to [REDACTED]

(b)(3)(A)  
(i)&Title  
10 Sec 130  
(a)(b)  
(b)(7)(E)

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

001139

(End of clause)

5. The following page substitutions are hereby incorporated into the contract:

DELETE

Page 29, Modification P00115  
Page 34, Modification P00115  
Page 51, Modification P00105

ADD

Page 29, Modification P00116  
Page 34, Modification P00116  
Page 51, Modification P00116

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RAYTHEON COMPANY

MODIFICATION P00116 TO  
CONTRACT DASG60-98-C-0001  
PAGE 29A OF 70 PAGES  
PREVIOUS: P00115

CLIN 0017

ACRN: BW  
CUMULATIVE AMOUNT: \$30,000,000  
ACCT CLASS: 216 2040 5L 5L68 P172419E55 255Y 4M6J730000 S01021  
4M6J730000/64MJLE/4MJLEN  
ORDER NO: 4M6J730000-02 FUNDED AMT: \$ 7,500,000 (P00116)

ACRN: BX  
CUMULATIVE AMOUNT: \$1,146,000  
ACCT CLASS: 215 2040 5Q 5Q17 P172419E55 255Y ER5D732600 S01021  
ER5D732600/54KJLE/4K0000  
ORDER NO: ER5D732600-01 FUNDED AMT: \$ 1,000,000 (P00115)  
ER5D732600-02 FUNDED AMT: \$ 146,000 (P00115)

ACRN: BY  
CUMULATIVE AMOUNT: \$3,700,000  
ACCT CLASS: 215 2040 5Q 5Q17 P172419E55 255Y ER5D732500 S01021  
ER5D732500/54KJLE/4K0000  
ORDER NO: ER5D732500-01 FUNDED AMT: \$ 3,700,000 (P00115)

001141

f. CLINs 0011 and 0012:

(1) Amount Required for Full Funding, Including Fee(s):	\$ 41,558,000*
(2) Amount Allotted Under the LOF Clause for Payment of Costs:	\$ -0-
(3) Amount Separately Obligated for Payment of Fee:	\$ -0-
(4) Total Amount Allotted and Obligated:	\$ -0-
(5) Net Amount Required for Full Funding:	41,558,000*
(6) Estimated Period of Performance the Allotted Amount Will Cover:	

\*NOT-TO-EXCEED (NTE)

g. CLINs 0013 and 0014:

(1) Amount Required for Full Funding, Including Fee(s):	\$ 38,901,000
(2) Amount Allotted Under the LOF Clause for Payment of Costs:	██████████ (b)(4)
(3) Amount Separately Obligated for Payment of Target Fee:	██████████ (b)(4)
(4) Total Amount Allotted and Obligated:	\$ 38,901,000
(5) Net Amount Required for Full Funding:	\$ -0-
(6) Estimated Period of Performance the Allotted Amount Will Cover:	31 Oct 05

h. CLINs 0015 and 0016:

SUBCLIN 00015AA:

(1) Amount Required for Full Funding, Including Fee(s):	\$
---	----

8,323,376

i. CLINs 0017 and 0018:

SUBCLIN 0017AA:

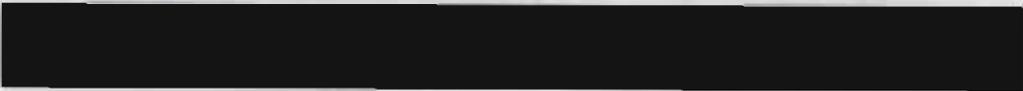
(1) Amount Required for Full Funding, Including Fee(s):	\$ 1,318,903,000
---	------------------

001142

- (2) Amount Allotted Under the LOF Clause for Payment of Costs: [REDACTED] (b)(4)
- (3) Amount Separately Obligated for Payment of Target Fee: [REDACTED] (b)(4)
- (4) Total Amount Allotted and Obligated: \$ 34,846,000
- (5) Net Amount Required for Full Funding: \$1,311,403,000
- (6) Estimated Period of Performance the Allotted Amount Will Cover: 17 Feb 06

001143

**II. DOD FAR SUPPLEMENT (48 CFR CHAPTER 2) CLAUSES**

<u>CLAUSE NUMBER DATE</u>	<u>DFARS CITATION</u>	<u>CLAUSE TITLE</u>
1	252.203-7001 NOV 1995	SPECIAL PROHIBITION ON EMPLOYMENT
2	252.203-7002 DEC 1991	DISPLAY OF DOD HOTLINE POSTER
3	252.204-7000 DEC 1991	DISCLOSURE OF INFORMATION
4	252.204-7003 APR 1992	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT
		
5	252.205-7000 DEC 1991	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS
6	252.208-7000 DEC 1991	INTENT TO FURNISH PRECIOUS METALS AS GOVERNMENT-FURNISHED MATERIAL
7	252.209-7000 NOV 1995	ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER THE INTER-MEDIATE-RANGE NUCLEAR FORCES (INF) TREATY
8	252.209-7004 SEP 1994	REPORTING OF COMMERCIAL TRANSACTIONS WITH THE GOVERNMENT OF A TERRORIST COUNTRY
9	252.211-7000 NOV 1995	ACQUISITION STREAMLINING

(b)(4)

Insert CLIN 0005 (all hardware and software) in  
the blank at paragraph (c)(1)(ii).

001144

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE V	PAGE OF PAGES 1   3
2. AMENDMENT/MODIFICATION NO P00117	3. EFFECTIVE DATE 12-Dec-2005	4. REQUISITION/PURCHASE RBQ. NO.		5. PROJECT NO. (If applicable)
ISSUED BY [REDACTED] P.O. BOX 1600 HUNTSVILLE AL 35807-3801	CODE W9113M	7. ADMINISTERED BY (If other than item 6) DCMA RAYTHEON 80 APPLE HILL DRIVE M/FB T2FR2 TEWKSBURY MA 01776		CODE S2205A
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) RAYTHEON COMPANY 300 LOWELL STREET ANDOVER MA 01810			9A. AMENDMENT OF SOLICITATION NO.	
			9B. DATED (SEE ITEM 11)	
			X 10A. MOD. OF CONTRACT/ORDER NO. DASG80-88-C-0001	
			X 10B. DATED (SEE ITEM 13) 20-Aug-1998	
CODE 05716			FACILITY CODE	
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.				
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule				
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.				
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.				
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying fees, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B). THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:				
X D. OTHER (Specify type of modification and authority) H-5, Options				
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.				
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Due to a Standard Procurement System defect, the date shown in Block 10B of the SF30 may be inaccurate. That date should be 30 January 1998.  As a result of this modification, CLIN 0017AA estimated cost is increased by \$5,000,000, and funds in that amount are obligated.  Except as referenced above, all other terms and conditions of the basic contract remain unchanged.				
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.				
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
[REDACTED]			[REDACTED]	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY [REDACTED] (Signature of Contracting Officer)		16C. DATE SIGNED [REDACTED]

(b)  
(6)

(b)  
(6)

001145

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

The following items are applicable to this modification:  
MODIFICATION

1. Section B, Paragraph B-1, CLIN 0017AA is modified as follows:

a. CLIN 0017AA available dollars are increased by \$5,000,000.00 from \$34,846,000 to \$39,846,000.

2. Section G, Paragraph G-5, ACCOUNTING AND APPROPRIATION DATA, is modified to add the following:

SubCLIN 0017AA:

ACRN: BW  
ACCT CLASS: 216 2040 5L 5L68 P172419E55 255Y 4M6J730000 S01021 4M6J730000/64MJLE/4MJLEN  
ORDER NO: 4M6J730000-03 FUNDED AMOUNT: \$5,000,000 (P00117)

3. Section G, Paragraph G-6, IMPLEMENTATION OF THE RELATIONSHIP OF THE LIMITATION OF FUNDS (LOF) CLAUSE TO FEE OBLIGATIONS, is modified as described below:

SUBCLIN 0017AA

	PRIOR	THIS MODIFICATION	CUMULATIVE TOTAL
Amount Required for Full Funding, Including Fee(s):	\$1,311,403,000	(\$5,000,000)	\$1,306,403,000
Amount Allotted under the LOF Clause for Payment of Costs:			(b)(4)
Amount Separately Obligated for Payment of Fee:			(b)(4)
Total Amount Allotted and Obligated:	\$ 34,846,000	\$5,000,000	\$ 39,846,000
Net Amount Required for Full Funding:	\$1,311,403,000	(\$5,000,000)	\$1,306,403,000

4. The following page substitutions are hereby incorporated into the contract:

DELETE  
Page 29, Modification P00116  
Page 34, Modification P00116

ADD  
Page 29, Modification P00117  
Page 34, Modification P00117

001146

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE V	PAGE OF PAGES 1   3
2. AMENDMENT/MODIFICATION NO. PO0118	3. EFFECTIVE DATE 15-Dec-2005	4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If applicable)	
6. REQUIRED BY [REDACTED] P.O. BOX 1000 HUNTSVILLE AL 35807-3801	CODE WB9113M	7. ADMINISTERED BY (If other than item 6) DCMA RAYTHEON 80 APPLE HILL DRIVE MSB T2FR2 TEWKSBOURY MA 01878		CODE S2205A	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) RAYTHEON COMPANY 300 LOWELL STREET ANDOVER MA 01810				9A. AMENDMENT OF SOLICITATION NO.	
				9B. DATED (SEE ITEM 11)	
				X 10A. MOD. OF CONTRACT/ORDER NO. DASG60-98-C-0001	
				X 10B. DATED (SEE ITEM 13) 20-Aug-1998	
CODE 05716		FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying loc, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B). AS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:					
X D. OTHER (Specify type of modification and authority) H-6, Options					
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Due to a Standard Procurement System defect, the date shown in Block 10B of the SF30 may be inaccurate. That date should be 30 January 1998.  The purpose of this modification is to exercise a portion of CLIN 0017AA for Tests/Exercises for the JDEP 08 effort in the amount of \$190,000.  Except as referenced above, all other terms and conditions of the basic contract remain unchanged.					
Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.					
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)		
15B. CONTRACTOR/OFFEROR			15C. DATE SIGNED		16B. UNITED STATES OF AMERICA
(Signature of person authorized to sign)			(Signature of Contracting Officer)		16C. DATE SIGNED

(b)  
(6)(b)  
(6)

ATTENTION TO SF 30  
 READ BY OIRM 11-84

30-105-04

STANDARD FORM 30 (Rev. 10-83)  
 Prescribed by GSA  
 FAR (48 CFR) 53.243

001147

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

The following items are applicable to this modification:  
MODIFICATION

SECTION A - SOLICITATION/CONTRACT FORM

The total cost of this contract was increased by \$190,000.00 from \$1,588,760,813.00 to \$1,588,950,813.00.

SECTION B - SUPPLIES OR SERVICES AND PRICES

SUBCLIN 0017AA

The target cost has increased by [REDACTED] from [REDACTED] to [REDACTED] (b)(4)  
The target profit/fee has increased by [REDACTED] from [REDACTED] to [REDACTED]  
The total cost of this line item has increased by \$190,000.00 from \$1,346,249,000.00 to \$1,346,439,000.00.

1. SECTION G - CONTRACT ADMINISTRATION DATA, is modified as follows:

a. Paragraph G-5, Accounting and Appropriation Data (CLINs 0005 and 0006), is modified to add the following:

ACRN: BZ  
ACCT CLASS: AA 9760400 1202 186 JT01 606051 600008 59233 65126J 503000  
F03000 FSR: 049826 PSR: J53569 DSR: 228434  
ORDER NO: F1AF1W5313GV09-01 FUNDED AMT: \$190,000 (P00118)

CLINs 0017AA:

	PRIOR	THIS MODIFICATION	CUMULATIVE TOTAL
(1) Amount Required for Full Funding, Including Fee(s):	\$1,311,403,000	0	\$1,306,403,000
(2) Amount Allotted under the LOF Clause for Payment of Target Costs:	[REDACTED]		(b)(4)
(3) Amount Separately Obligated for Payment for Target Fee:	[REDACTED]		(b)(4)
(4) Total Amount Allotted and Obligated:	\$ 39,846,000	\$190,000	\$ 40,036,000
(5) Net Amount Required for Full Funding:	\$1,311,403,000	0	\$1,306,403,000

2. The following page substitutions are hereby incorporated into the contract:

001148

DELETE

Page 29, Modification P00117  
Page 34, Modification P00117

ADD

Page 29, Modification P00118  
Page 34, Modification P00118

001149

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

1. CONTRACT ID CODE: V  
PAGE OF PAGES: 1 | 2

2. AMENDMENT/MODIFICATION NO. 00119  
3. EFFECTIVE DATE 27-Jan-2006  
4. REQUISITION/PURCHASE REQ. NO.  
5. PROJECT NO. (If applicable)

ISSUED BY: [REDACTED] CODE: W9113M  
7. ADMINISTERED BY (If other than item 6): DCMA RAYTHEON, 80 APPLE HILL DRIVE, W9113M, TEMESBURY MA 01878  
CODE: S2205A

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code): RAYTHEON COMPANY, 360 LOWELL STREET, ANDOVER MA 01810  
9A. AMENDMENT OF SOLICITATION NO.  
9B. DATED (SEE ITEM 11)  
X 10A. MOD. OF CONTRACT/ORDER NO. DASG60-98-C-0001  
10B. DATED (SEE ITEM 13)  
X 30-Jan-1998

CODE 05716 FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS  
 The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of offer  is extended,  is not extended.  
Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:  
(a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided such telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)  
See Schedule

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

X D. OTHER (Specify type of modification and authority)  
H-8, Options

E. IMPORTANT: Contractor  is not,  is required to sign this document and return \_\_\_\_\_ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
Modification Control Number: [REDACTED]  
Due to a Standard Procurement by contract, the date shown in Block 10B of the SF30 may be inaccurate. That date should be 30 January 1998.  
As a result of this modification, CLIN 0017AA estimated costs are increased by \$5,000,000, and funds in that amount are obligated.  
Except as referenced above, all other terms and conditions of the basic contract remain unchanged.

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

15A. NAME AND TITLE OF SIGNER (Type or print)  
16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

1. CONTRACTOR/OFFEROR  
(Signature of person authorized to sign)  
15C. DATE SIGNED  
16B. UNITED STATES OF AMERICA  
(Signature of Contracting Officer)  
16C. DATE SIGNED  
27-Jan-2008

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

The following items are applicable to this modification:  
MODIFICATION

1. Section B, Paragraph B-1, CLIN 0017AA is modified as follows:

a. CLIN 0017AA available dollars are increased by \$5,000,000.00 from \$39,846,000 to \$44,846,000.

2. Section G, Paragraph G-5, ACCOUNTING AND APPROPRIATION DATA, is modified to add the following:

SubCLIN 0017AA:

ACRN: BW  
ACCT CLASS: 216 2040 5L 5L68 P172419E55 255Y 4M6J730000 S01021 4M6J730000/64MJLE/4MJEN  
ORDER NO: 4M6J730000-04 FUNDED AMOUNT: \$5,000,000. (P00119)

3. Section G, Paragraph G-6, IMPLEMENTATION OF THE RELATIONSHIP OF THE LIMITATION OF FUNDS (LOF) CLAUSE TO FEE OBLIGATIONS, is modified as described below:

<u>SUBCLIN 0017AA</u>	PRIOR	THIS MODIFICATION	CUMULATIVE TOTAL
Amount Required for Full Funding, Including Fee(s):	\$1,306,403,000	(\$5,000,000)	\$1,301,403,000
Amount Allotted under the LOF Clause for Payment of Costs:	(b)(4)		
Amount Separately Obligated for Payment of Fee:	(b)(4)		
Total Amount Allotted and Obligated:	\$ 40,036,000	\$5,000,000	\$ 45,036,000
Net Amount Required for Full Funding:	\$1,306,403,000	(\$5,000,000)	\$1,301,403,000

4. The following page substitutions are hereby incorporated into the contract:

DELETE  
Page 29, Modification P00118  
Page 34, Modification P00118

ADD  
Page 29, Modification P00119  
Page 34, Modification P00119

001151

RAYTHEON COMPANY

MODIFICATION P00119 TO  
CONTRACT DASG60-98-C-0001  
PAGE 29A OF 70 PAGES  
PREVIOUS: P00118

CLIN 0017

ACRN: BW  
CUMULATIVE AMOUNT: \$40,000,000  
ACCT CLASS: 216 2040 5L 5L68 P172419E55 255Y 4M6J730000 S01021  
4M6J730000/64MJLE/4MJLEN  
ORDER NO: 4M6J730000-04 FUNDED AMT: \$ 5,000,000 (P00119)

ACRN: BX  
CUMULATIVE AMOUNT: \$1,146,000  
ACCT CLASS: 215 2040 5Q 5Q17 P172419E55 255Y ER5D732600 S01021  
ER5D732600/54KJLE/4K0000  
ORDER NO: ER5D732600-01 FUNDED AMT: \$ 1,000,000 (P00115)  
ER5D732600-02 FUNDED AMT: \$ 146,000 (P00115)

ACRN: BY  
CUMULATIVE AMOUNT: \$3,700,000  
ACCT CLASS: 215 2040 5Q 5Q17 P172419E55 255Y ER5D732500 S01021  
ER5D732500/54KJLE/4K0000  
ORDER NO: ER5D732500-01 FUNDED AMT: \$ 3,700,000 (P00115)

ACRN: BZ  
CUMULATIVE AMOUNT: \$190,000  
ACCT CLASS: AA 9760400 1202 186 JT01 606051 600008 59233 65126J  
503000 F03000 FSR: 049826 PSR: J53569 DSR: 228434  
ORDER NO: F1AF1W5313GV09-01 FUNDED AMT: \$190,000 (P00118)

001152

**RAYTHEON COMPANY**

**MODIFICATION P00119 TO  
CONTRACT DASG60-98-C-0001  
PAGE 34 OF 70 PAGES  
PREVIOUS: P00118**

f. CLINs 0011 and 0012:

(1) Amount Required for Full Funding, Including Fee(s):	\$ 41,558,000*
(2) Amount Allotted Under the LOF Clause for Payment of Costs:	\$ -0-
(3) Amount Separately Obligated for Payment of Fee:	\$ -0-
(4) Total Amount Allotted and Obligated:	\$ -0-
(5) Net Amount Required for Full Funding:	41,558,000*
(6) Estimated Period of Performance the Allotted Amount Will Cover:	

**\*NOT-TO-EXCEED (NTE)**

g. CLINs 0013 and 0014:

(1) Amount Required for Full Funding, Including Fee(s):	\$ 38,901,000
(2) Amount Allotted Under the LOF Clause for Payment of Costs:	██████████ (b)(4)
(3) Amount Separately Obligated for Payment of Target Fee:	██████████ (b)(4)
(4) Total Amount Allotted and Obligated:	\$ 38,901,000
(5) Net Amount Required for Full Funding:	\$ -0-
(6) Estimated Period of Performance the Allotted Amount Will Cover:	31 Oct 05

h. CLINs 0015 and 0016:

SUBCLIN 00015AA:

(1) Amount Required for Full Funding, Including Fee(s):	\$
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8,323,376

i. CLINs 0017 and 0018:

SUBCLIN 0017AA:

(1) Amount Required for Full Funding, Including Fee(s):	\$ 1,301,403,000
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001153

- (2) Amount Allotted Under the LOF Clause for Payment of Costs: [REDACTED] (b)(4)
- (3) Amount Separately Obligated for Payment of Target Fee: [REDACTED] (b)(4)
- (4) Total Amount Allotted and Obligated: \$ 45,036,000
- (5) Net Amount Required for Full Funding: \$1,301,403,000
- (6) Estimated Period of Performance the Allotted Amount Will Cover: 30 Sep 06

001154

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				CONTRACT ID CODE	PAGE OF PAGES	
				V	1   18	
2. AMENDMENT/MODIFICATION NO. 000120	3. EFFECTIVE DATE 21 Feb 2006	4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (if applicable)		
6. ISSUED BY US ARMY SPACE & AIRBORNE DEFENSE COMMAND P.O. BOX 1800 MUNTSVILLE AL 36007-3801	CODE WB113M	7. ADMINISTERED BY (If other than item 6) DCMA RAYTHEON 50 APPLE HILL DRIVE MSB T2PR2 TEWKSURY MA 01876		CODE S2205A		
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) RAYTHEON COMPANY 360 LOWELL STREET ANDOVER MA 01810				9A. AMENDMENT OF SOLICITATION NO.		
				9B. DATED (SEE ITEM 11)		
				X	10A. MOD. OF CONTRACT/ORDER NO. DASG8C-98-C-0001	
				X	10B. DATED (SEE ITEM 13) 30-Jan-1998	
CODE 05716		FACILITY CODE				
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS						
<input type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.						
12. ACCOUNTING AND APPROPRIATION DATA (If required)						
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.						
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.						
X B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).						
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:						
D. OTHER (Specify type of modification and authority)						
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.						
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: [REDACTED] Due to a Standard Procurement System defect, the date shown in Block 10B of the SF30 may be inaccurate. That date should read 30 January 1998.  This modification is administrative in nature. It serves to incorporate Proposal Instructions and DFARS 252.211-7003, Item Identification and Valuation, into the existing contract.  Except as referenced above, all other terms and conditions of the existing contract shall remain unchanged.						
Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.						
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)			
[REDACTED]			[REDACTED] (b)(6)			
15B. CONTRACTOR/OFFEROR [REDACTED] (Signature of person authorized to sign)		15C. DATE SIGNED Feb 21, 2006 (b)(6)	16B. UNITED STATES OF AMERICA [REDACTED] (b)(6)		16C. DATE SIGNED 21 Feb 2006	

EXCEPTION TO SF 30  
APPROVED BY OIRM 11-84

30-105-04

STANDARD FORM 30 (Rev. 10-83)  
Prescribed by GSA  
FAR (48 CFR) 33.243

001155

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

**SUMMARY OF CHANGES**

SECTION H - SPECIAL CONTRACT REQUIREMENTS

The following have been added by full text:

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

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(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--

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(i) All delivered items for which the Government's unit acquisition cost is \$5,000 or more; and

(ii) The following items for which the Government's unit acquisition cost is less than \$5,000:

Contract line, subtitle, or exhibit line  
item No.                      Item description:

CLIN 0017, UID will be applied to all hardware and software items with a unit acquisition cost equal to or greater than \$5,000, and all hardware and software items with a unit acquisition cost less than \$5,000 when they are serially managed, mission critical, or controlled inventory items. The only exemptions will be: (1) parts within an assembly, or a subassembly, that are not subject to removal, replacement, or repair, or (2) parts deemed too small for the application of complete marking in accordance with MIL-STD-130L, paragraph 5.2.1, a logo or other abbreviated marking shall be substituted for the design activity identification.

(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--

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(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.\*\*

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- (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)

#### SECTION J - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

The following have been added by full text:

PROPOSAL INSTRUCTIONS

**SPECIAL INSTRUCTIONS FOR PREPARATION OF THE PROPOSAL  
FOR CLIN 0017 CONTRACT DASG60-98-C-0001**

#### A. INTRODUCTION:

1. The Program Executive Office, Missile and Space (PEO - MS), Cruise Missile Defense Systems (CMDS) Project Office, Joint Land Attack Cruise Missile Defense Elevated Netted Sensor System (JLENS) Product Office plans to restructure the current JLENS contract DASG60-98-C-0001, Contract Line Item Numbers (CLINs) 0005AB and 0007AB into CLIN 0017 to procure two complete JLENS System Development and Demonstration (SDD) systems pursuant to Statement of Work, dated 25 Oct 05, and MIS-PRF-55628, dated 26 Oct 05.

2. The JLENS program is utilizing a system of systems approach whereas each JLENS SDD orbit consists of one elevated fire control system and one wide-area surveillance system capable of providing an [REDACTED]

[REDACTED] The fire control system and wide-area surveillance system shall have the capability of operating independently and autonomously and/or together as a JLENS orbit.

(b)(3)(A)  
(i)&Title  
10 Sec  
130 (a)(b)

#### B. OVERVIEW:

1. The contractor shall propose the costs for [REDACTED] prime items. The prime items are as follows:

(b)(3)(A)  
(i)&Title  
10 Sec 130  
(a)(b)

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(b)(3)(A)  
(i)&Title 10  
Sec 130 (a)(b)

- a. [redacted] fire control radars
- b. [redacted] Surveillance radars
- b. [redacted] processing stations of identical design.
- c. [redacted] aerostats platforms inclusive of the tethers and mobile mooring stations of identical design
- d. [redacted] communication payloads

(b)(3)(A)  
(i)&Title 10  
Sec 130 (a)(b)

2. The proposal shall also include effort for the following:

a. The proposal shall not merely offer to perform work in accordance with the SOW, but shall describe how to perform the actual work proposed as specifically and concisely as possible. Repeating the SOW without sufficient elaboration is unacceptable. Address all portions of the SOW as specifically and concisely as possible.

b. Trained personnel, equipment, supplies, tools, materials, helium, payload, on-site security, and associated equipment and services required to operate and maintain the systems. The contractor shall provide qualified Flight Directors for tests/demonstrations and normal flight operations. Support to tests/demonstrations/normal flight operations include the relocation and shipment of the hardware and support equipment to the exercise site, operations and maintenance of the system during the tests/demonstrations/normal flight operations.

c. The Contractor shall make maximum use of the items in the Government inventory: to test, to be components of, to operate, and to maintain the system. The government plans to provide the contractor access to the government supply system IAW AR 725-50. The contractor should make maximum use of the government maintenance and supply system, if it is advantageous to the government, to order spares/repair parts for the repair and maintenance of common items. The GFP list for CLIN 0017 is provided with the change order.

d. The contractor shall, as part of the proposal, identify all equipment (vehicles, generators, forklifts, converters, test equipment, cranes, helium trailers, etc.) required to operate and maintain the systems. The contractor shall provide items if not already in the government inventory.

f. The contractor shall describe the integration of the various program and engineering disciplines for the JLENS program by clearly describing the roles, responsibilities, and tasks of each functional area. The summary will provide an overview of the contractor's organization (includes key personnel, major subcontractors, responsibilities, lines of authority, flow of information, etc.) and general approach to support the solicitation requirements. Pertinent aspects of the proposed approach including teaming approaches, if any, subcontracting, and relevant expertise on similar programs should be identified. Particular proposal advantages or unique approaches should also

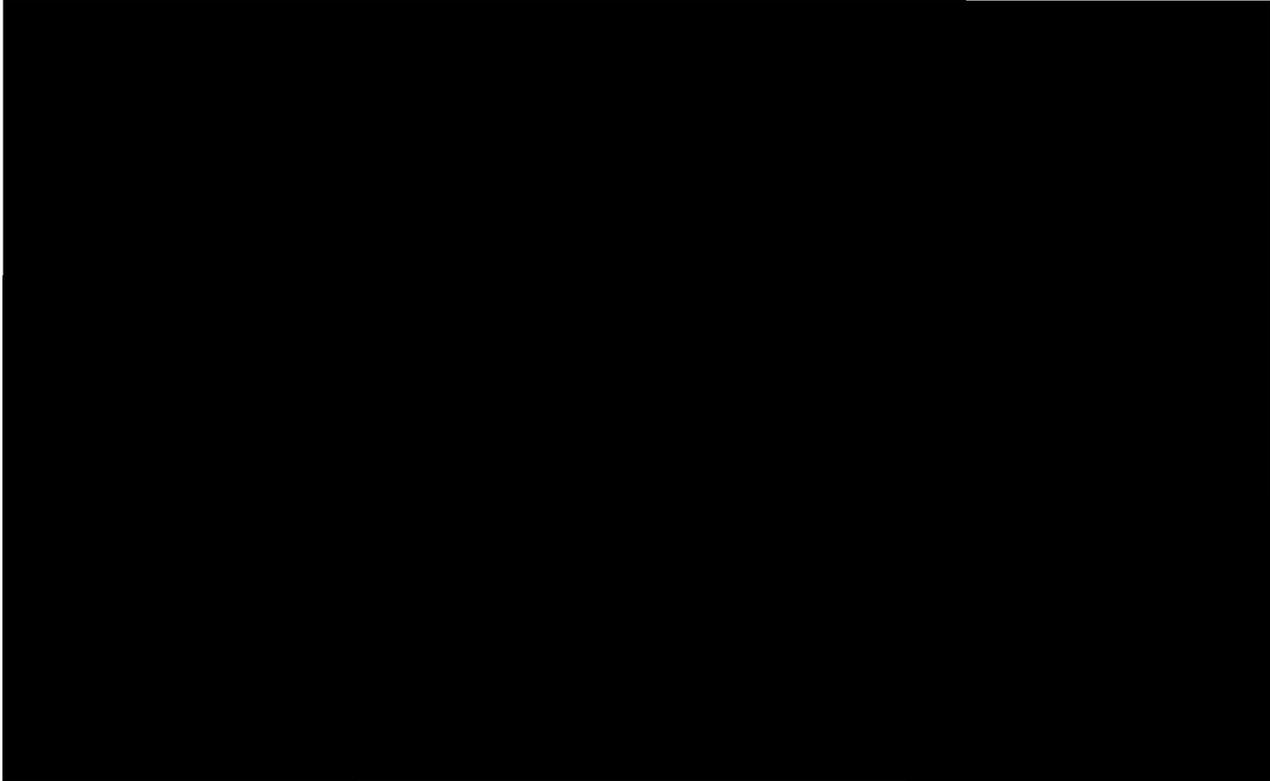
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be highlighted. The contractor shall fully describe the integrated management control system established for: scheduling, budgeting, and accumulating cost; assessing earned value; identifying cost and schedule problems; performing estimates at completion; and providing timely detailed performance status to management and the government.

g. The contractor shall extend the Program Work Breakdown Structure (PWBS) contained in this change order to the level of detail necessary to accomplish the contract Scope of Work. The PWBS and guidance for its extension to the Contractor Work Breakdown Structure (CWBS) are contained in the SOW Attachment 3.

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h. The contractor shall develop a CWBS in accordance with the WBS depicted in Figure 2.2.7-1.



(b)(3)  
(A)  
(i)&Title  
10 Sec  
130 (a)  
(b)

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i. The modification resulting from this change order is anticipated to be the same cost reimbursement plus incentive fee arrangement as is currently in the contract.

j. The revised contract milestones are listed below with a performance end date of 30 Sep 2011.

SuR Delta SFR	Second Quarter FY06	
Processing Station/Comms Subsystem Delta SFR	Third Quarter FY06	
PTIR Delta CDR	Third Quarter FY06	
Platform PDR (Part 1 System PDR)	Fourth Quarter FY 06	
SuR PDR	Fourth Quarter FY06	
Platform CDR	Third Quarter FY 07	
System ICD	Third Quarter FY 07	
SuR CDR	Third Quarter FY 07	
Processing Station & CP PDR (Part 2 System PDR)	Fourth Quarter FY07	
System Integration Laboratory (SIL) Functional Verification Test (FVT)	Fourth Quarter FY 07	
Processing Station & CP CDR	Third Quarter FY08	
O & S PDR	Fourth Quarter FY08	
[REDACTED]	Fourth Quarter FY 08	(b)(3)(A)
System CDR	Fourth Quarter FY 08	(i)&Title
PTIR #1 FVT Complete	Second Quarter FY 09	10 Sec 130
SuR #1 FVT Complete	Second Quarter FY09	(a)(b)
Platform #1 FVT	Second Quarter FY09	
Processing Station #1 FVT	Second Quarter FY09	
Comms Subsystem #1 FVT	Second Quarter FY09	
[REDACTED]	Third Quarter FY 09	(b)(3)(A)
Orbit Test (SDD #1) Complete	First Quarter FY 10	(i)&Title
Orbit Test (SDD #2) Complete	Second Quarter FY10	10 Sec 130
Production Readiness Review	Second Quarter FY10	(a)(b)
Contractor Test Report (Elevated)	Second Quarter FY10	
Processing Station Software (TBM, SMTI, LCR) Build 4		
Demonstration	Second Quarter FY10	
Log Demo	First Quarter FY 11	
DISR Certification Complete	First Quarter FY11	
FCA Complete	Second Quarter FY11	
PQT Complete/DD250	Second Quarter FY11	

**SUBMISSION OF PROPOSALS:** In addition to the copies required in paragraph C below, entitled "General", your response (proposal) to this change order shall be submitted to both your cognizant DCAA Auditor and the DCMA Administrative Contracting Officer. Submit one (1) copy of the cost and technical proposals to each office.

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**C. GENERAL:**

1. The address for proposal submission is as follows:

U.S. Army Space and Missile Defense Command  
JLENS Product Office  
ATTN: [REDACTED]  
[REDACTED]  
Huntsville, Alabama 35805-1990

(b)(6)

2. For purposes of this request for proposal (RFP), a page is defined as one side of standard 8 1/2" x 11" paper, 12-pitch or equivalent, proportional spacing permissible, "newspaper copy type" style (two column) permissible, one inch margin all sides, single spaced. Any charts or graphs, 8-pitch or equivalent is permissible, must be clearly legible. Foldouts are permissible; however, each 8 1/2 x 11 fold will count as a page. All pages shall be numbered. Print both sides of paper (head to head). Proposal volumes and appendices are to have soft covers (i.e., card stock), be spiral or comb bound or in 3-ring binders, be sized to stand on edge in a standard Government security safe drawer (maximum 10.25" high and 16" wide) and allow the drawer to close without requiring the document to lay down. Confine discussion of material contained in each appendix to the subject of the appendix.

3. In each proposal volume, a single cross-reference table to the statement of work (SOW) is required. Offerors shall propose the entire SOW. Appendices, title pages, table of contents, list of figures, list of tables, and acronyms, are not included in the stated page limitations for the proposal volumes. There are no page limitations for the appendices. Copies of the proposal volumes shall be numbered in sequence; i.e., copy 1 of 10 copies, etc. Proposals shall be UNCLASSIFIED with the exception of the technical volume and supporting documentation.

4. All electronic data must be for [REDACTED]

(b)(3)(A)  
(i)&Title  
10 Sec  
130 (a)(b)

[REDACTED] If files contain links, the links must be intact and maintained through all revisions. One of your disk copies for your Cost Volume may be write-protected. The remaining copies shall not be read/write/password protected. The diskettes containing cost data shall contain all formulas used in building up your proposal. CLASSIFIED DATA SHALL BE SUBMITTED IAW DD254.

Volume	Title	Page Limitation	Number of:	
			Hard Copies	Compact Disks
Volume I	General	None	3	2
Volume II	Technical	None	5	3
Volume III	Cost	None	5	3

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Volume IV	CDRL Plans and IPT Charters	None	5	2
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**D. VOLUME DESCRIPTIONS**

**1. VOLUME I - GENERAL:**

The general volume will consist of the actual proposal as set forth above to enter into a contract to perform the desired work. It shall also consist of the following: acknowledgment, team responsibility, assumptions and ground rules contained in the proposal, representations, certifications, acknowledgments, identification of technical data and computer software that the contractor intends to provide with limited rights or restricted rights, exceptions, and deviations. Provide any other General Information that may be beneficial in the evaluation of the proposal.

**2. VOLUME II - TECHNICAL PROPOSAL:**

The Technical Proposal shall address all the requirements of the government performance specification and the applicable paragraphs of the SOW. The technical proposal shall be formatted in a manner that will allow (1) its incorporation into the contract and (2) its practical application following contract award. The contractor has the flexibility to structure the technical proposal in a manner that satisfies both proposal and post-award application (e.g., appendices, attachments, annexes).

a. The technical proposal shall contain a description of the contractor's approach to complete all the requirements of the government performance specification using the government approved technical outline. For each section of the Technical Proposal, reference the pertinent SOW paragraph(s).

b. The proposal shall address: the nature of the requirements as understood by the contractor, identification of critical areas of the requirements, proposed methods of accomplishing overall requirements, and proposed methods of accomplishing critical areas.

c. Proposal containing statements of compliance only are not acceptable (e.g., "will comply"). The technical proposal shall contain a qualification of technical performance parameters and sufficient rationale to allow for evaluation of program approaches.

d. The contractor shall develop a crosswalk between the government performance specification and the proposal. If special conditions are required to meet a requirement(s) (such as NBC, transportability, engagement scenarios, operational availability), these shall be called out in a separate table or document along with the special condition (i.e, ten C-130's to move just the mooring station). If the proposed system is non-compliant with any portion of MIS-PRF-55628, the contractor shall so state, and provide the predicted performance of the system.

e. The contractor shall provide, with the proposal, a description of the Master Test Plan required in SOW at paragraph 5.2. The description shall include a preliminary list of all tests planned and identify the tests for which the contractor will submit test plans and reports per CDRL.

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f. The contractor shall provide, with the proposal, a plan and timeline for expediting data reduction during system level testing (PTIR system, SuR system, and Orbit).

g. The contractor shall provide a plan / approach to expeditiously verify the operational integrity of components, sub-systems, and orbit during E<sup>3</sup>, environmental, and HEMP tests. Identify any unique resources or special test equipment necessary to fulfill this plan.

h. The contractor shall describe models and simulations, how they will be used to mitigate program risks and the verification and validation process for each model and simulation proposed on this program that will be used for requirement verification. The contractor shall describe the process by which models and simulations will be used during flight tests (PTIR system, SuR systems, or Orbit).

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3. **VOLUME III - COST:**

a. INSTRUCTIONS FOR SUBMISSION OF A CONTRACT PRICING PROPOSAL WHEN COST OR PRICING DATA ARE REQUIRED: Cost proposals shall be submitted in accordance with FAR 15.408(l) and with 15.403-5. In submitting its proposal, the contractor grants the Contracting Officer or an authorized representative the right to examine, at any time before award, prime and major subcontractor, books, records, documents, or other directly pertinent records to verify any request for an exception under this provision, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the contractor's determination of the prices to be offered in the catalog or marketplace. In addition, provide the following:

b. For pricing purposes, the start date of the effort is the date the change order is issued. Include the proposed contract type and period of performance. The cost volume shall provide cost data in response to the SOW, Specification, and change order modification. The cost volume shall consist of the proposed costs for the JLENS System Development and Demonstration (SDD) Program. Provide any other General Information that may be beneficial in evaluation of your proposal.

Provide the following information on the first page of your pricing proposal:

- (1) Name, address, voice telephone number, fax number, and e-mail address of cognizant Defense Contract Audit Agency;
- (2) Type of contract (that is, FFP, FPI, CPFF, CPFF Level of Effort, etc.);
- (3) Proposed cost; profit or fee dollars, cost of money dollars, and total for overall contract;
- (4) Place(s) and period(s) of performance;
- (5) Whether your organization is operating under an accounting system that has been approved for cost type contracts. Whether your organization is subject to cost accounting standards; whether your organization has submitted a CASB Disclosure Statement, and if it has been determined adequate; whether you have been notified that you are or may be in noncompliance with your Disclosure Statement or CAS, and, if yes, an explanation; whether any aspect of this proposal is inconsistent with your disclosed practices or applicable CAS, and, if so, an explanation; and whether the proposal is consistent with your established estimating and accounting principles and procedures and FAR Part 31, Cost Principles, and, if not, an explanation;
- (6) A listing by Line Item Number of each line item's applicable cost, fee, COM, and total dollars;
- (7) Date of submission; and

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(8) Name, title and signature of authorized representative.

c. The cost volume shall include the proposed costs for the JLENS SDD Program, CLIN 0017, of the JLENS contract. The cost proposal shall include costs for two complete Precision Track and Illumination Radar (PTIR) systems comprised of a platform, PTIR, communications payloads, and mobile processing station and for two complete Surveillance Radar (SR) systems comprised of a platform, communications payloads, and mobile processing station.

(1) The cost proposal shall be consistent with the cost, schedule, and technical requirements provided with the change order. The cost proposal shall in accordance with the Contract Work Breakdown Structure (CWBS) provided.

(2) The cost proposal shall be supported by cost and pricing data. Costs proposed shall be provided:

(a) in total by both government fiscal year and contractor rate year that summarizes to the grand total amounts shown.

(b) by cost element by both government fiscal year and contractor rate year

(c) by cost element by WBS Level 2 by government fiscal year

(d) by government fiscal year to WBS Level 1, 2, 3, 4, and 5

(3) A DD1861, Contract Facilities Capital Cost of Money, shall be provided by contractor rate year. A table will be provided by government fiscal year for Contract Facilities Capital Cost of Money.

(4) A matrix of subcontractor proposed and contractor evaluated subcontract costs by both government fiscal year and contractor rate year.

(5) A consolidated priced Bill of Material shall be provided in descending high dollar format in total by WBS with the following information:

Part Number	Vendor Invoice N Or Other Referen	Vendor	Quantity	Unit Price	Extended Price	Basis of Estimate

(6) A matrix of costs by WBS by government fiscal year by Product IPTs / Cross Product IPTs. The contractor shall provide the test cost and the integrated logistics support cost into separate individual sections.

(7) A matrix of travel costs by WBS by both government fiscal year and contractor rate year shall be provided with the following information:

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No. of Trips	No. of Persons	No. of Days	Per Diem Per Day	Airfare Per Trip	Car Rental per Day	Total Travel Cost

(8) List all other direct cost (ODC) not otherwise included in the categories described elsewhere in this solicitation (e.g. computer, consultant service, etc.) and provide basis for pricing. For computer cost, describe the type of computer services being priced, the number of computer hours (and the basis of those hours) and the rate per computer hour. For consultant cost, provide the agreement between your company and the consultant showing the rate per consultant hour. For ODC other than those described, provide the same level of detail as listed for the computer cost and consultant cost

(9) A consolidated priced list of the GFE/GFP/GFS required of the contractor by the government with a description, cost, quantity, lead time, date required by contractor for items to be provided, availability, etc.

(10) For each subcontract proposal that is either greater than \$10,000,000 or greater than 10% of the contractor's proposed price and greater than the cost and pricing data threshold, provide the following:

- a. Information in Section II of L. for each subcontractor.
- b. A cost element breakdown by CLIN by government fiscal year and contractor rate year. In addition, provide a Grand Total rollup summary by cost element breakdown.
- c. Explanations of each cost element as delineated in the instructions to the prime contractor.

(11) If interdivisional transfers of cost are applicable, provide the following for each division:

- a. Information in Section II of L. for each division.
- b. A cost element breakdown by CLIN government fiscal year and contractor rate year. In addition, provide a Grand Total rollup summary by cost element breakdown.
- c. Explanations of each cost element as delineated in the instructions to the prime contractor.

(12) FAR 15.806 requires the prime contractor to submit as part of their cost and pricing data the results of subcontract review and evaluations. For this proposal, the contractor shall obtain assist audits from the DCAA on all subcontract proposals that exceed \$1,000,000. These audit reports and the contractor's cost and technical analyses of these subcontractor proposals shall be furnished to the government NLT forty-five days after the proposal is submitted.

(13) Since subcontractor technical evaluations will be conducted by the government, copies of the subcontractor's cost proposals shall be delivered with the submittal of the contractor's proposal (or furnished directly to the government by the subcontractor for those subcontractor's that do not wish to disclose their rates and factors and rate structure to the prime contractor) in the same level of detail as that required for the contractor's proposal.

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(14) Since the interdivisional transfers technical evaluations will be conducted by the government, copies of the interdivisional transfers cost proposals shall be delivered with the submittal of the contractor's proposal (or furnished directly to the government by the interdivisional transfers for those interdivisional transfers that do not wish to disclose their rates and factors and rate structure to the prime contractor) in the same level of detail as that required for the contractor's proposal.

(15) Provide a grand total roll-up summary by cost element breakdown by CFY.

(16) Provide the proposed fee/profit percentage and base.

(17) It is unacceptable to send proposals containing statements of compliance only (e.g., "will comply"). The proposal shall include a description of resources and positions by labor mix to be used in accomplishing the requirements of the statement of work.

(18) The proposal shall include within each Basis of Estimate (BOE), or in another format, a complete breakout by fiscal year of the number of hours proposed and correlated to specific implicit or explicit tasks to be performed under that BOE per year. All Level of Effort (LOE) tasks shall be kept to a minimum and disclosed in a separate table.

#### **4. VOLUME IV – CDRL PLANS and IPT Charters**

a. The following CDRLs require initial submittal with the SDD Proposal:

B002 - Integrated Master Plan/Integrated Master Schedule  
B052 - Program Management Plan

The contractor shall develop an event driven IMP that describes the contractor's approach to executing the overall program. Events, criteria, and planned accomplishments shall be shown such that all aspects of performance (operational and support), design and development, fabrication, assembly, integration, testing, quality, and logistics are addressed and oriented towards program objectives. The IMP shall provide the government and the contractor a living management document for execution of the program as well as an assessment of progress toward and completion of each activity and milestone. The IMP shall provide insight into the total work effort (SOW tasking) to achieve all program goals. The IMP shall be organized to track/map to the SOW, CWBS and the IMS. The IMP shall establish activities and events that must be successfully completed to provide a logical and orderly development process. The IMP shall identify planned accomplishments/criteria for each event to ensure a logical, orderly development process is maintained. In the IMS, the critical path shall be identified; the sensitivity of this path to significant activities/events and associate development/integration/risk mitigation tasks shall be identified; it shall be keyed to the major program milestones.

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The contractor shall submit the initial Integrated Master Plan (IMP) and Integrated Master Schedule (IMS) with the proposal. The baseline IMS will be provided at the IBR.

b. IPT Charters

The contractor shall include a description with charts of the proposed organization to include key technical and management personnel of the contractor's organization and proposed subcontractor(s) organization(s), and associated resumes. Key personnel are the Project Manager, Deputies, Chief of each functional element or the support staff, and other significant personnel. Access to senior corporate technical specialists, such as Chief Scientist, Quality, Safety, shall also be shown. Authority relationships and duties shall be established for the project organization with an indication of level of control of project and company resources. The degree of participation of key personnel and roles of the subcontractor's key personnel shall also be indicated.

The contractor shall submit the IPT structure in accordance with the Contract Work Breakdown Structure (CWBS). The contractor shall submit an IPT plan which includes charters for all contractor IPTs and sub-IPTs, membership (organization ) of each IPT and sub-IPT, methodology (processes) for government interaction, communication plan, and schedule of meetings. The IPT or sub-IPT charters shall detail the roles, responsibilities, and authority of its respective IPT or sub-IPT members, both contractor and government. The IPT shall not direct any changes which contradict the terms and conditions of the contract, nor shall the contractor use the IPT forum as a venue to solicit or acquire decisions that are contrary to the terms and conditions of the contract. The Configuration Control Board (CCB) and Risk Review Board (RRB) have been specifically identified by JLENS Product Director as required in the submission.

(End of Summary of Changes)

001172

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE	PAGE OF PAGES
2. AMENDMENT/MODIFICATION NO. <b>P00121</b>		3. EFFECTIVE DATE <b>4 April 06</b>	4. REQUISITION/PURCHASE REQ. NO.	V	1   5
6. ISSUED BY [REDACTED] HUNTSVILLE AL 35897-3001	CODE WB113M	7. ADMINISTERED BY (If other than item 6) DCMA RAYTHEON 80 APPLEHILL DRIVE MISTYFR2 TEMPERLEY MA 01876		CODE	S2206A
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) RAYTHEON COMPANY 280 LOWELL STREET ANDOVER MA 01810			9A. AMENDMENT OF SOLICITATION NO.		
			9B. DATED (SEE ITEM 11)		
			X 10A. MOD. OF CONTRACT/ORDER NO. DASG00-98-C-0001		
			X 10B. DATED (SEE ITEM 13) 30-Jan-1998		
CODE 05715			FACILITY CODE		
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of offer <input type="checkbox"/> is extended. <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 13, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. In view of this amendment you desire to change an offer already submitted, such change may be made by telegraphic letter, provided such telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA (if required) See Schedule					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes to paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).					
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:					
X D. OTHER (Specify type of modification and authority) H&S, Options					
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCP section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: [REDACTED] Due to a Standard Procurement System error, the date shown in Block 10B of the SF 30 may be inaccurate. That date should read 30 January 1998.  This is a multiple purpose modification. It serves to: create CLINs 0017AB and 0017AC (JLENS SDD Systems Studies/Exercise); transfer \$180,000 therein from CLIN 0017AA to 0017AC; provide additional funding in the amount of \$34,000,000 to CLIN 0017AA; and, correct several administrative errors in previous modifications.  Except as referenced above, all other terms and conditions of the original contract remain unchanged.					
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, in heretofore changed, remain unchanged and in full force and effect.					
15A. NAME (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)		
[REDACTED] (b)(6)			[REDACTED] (b)(6)		
15B. DATE SIGNED		15C. DATE SIGNED		16C. DATE SIGNED	
[REDACTED] (b)(6)		7/4/06 (b)(6)		4 April 2006	

EXCEPTION TO SF 30  
APPROVED BY OIRM 11-84

30-105-04

STANDARD FORM 30 (Rev. 10-83)  
Prescribed by GSA  
FAR (48 CFR) 53.243

001173

(b)(6)

(b)(6)

(b)(6)

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

**SUMMARY OF CHANGES**

SECTION A - SOLICITATION/CONTRACT FORM

As a result of this modification, the total funded amount for this document was increased by \$34,118,250 from \$219,308,655.52 to \$253,426,905.52. The \$190,000 funding sub-CLIN 0017AC was originally posted to sub-clin 0017AA; it has now been removed from there and correctly reapplied to the [REDACTED] exercise covered by 0017AC.

(b)(3)(A)  
(i)&Title  
10 Sec  
130 (a)(b)

SECTION B - SUPPLIES OR SERVICES AND PRICES

SUBCLIN 0017AB is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT LOT	UNIT PRICE	AMOUNT
0017AB	JLENS SDD Systems Studies/Exercises CPIF				
	To provide funding for [REDACTED] POP is 1 April 2006 thru 31 October 2006.				(b)(3)
	FOB: Destination				
				TARGET COST	[REDACTED]
				TARGET FEE	(b)(4)
				TOTAL TGT COST + FEE	\$118,250.00
				MINIMUM FEE	\$0.00
				MAXIMUM FEE	\$0.00
				SHARE RATIO ABOVE TARGET	
				SHARE RATIO BELOW TARGET	
	ACRN KL				\$118,250.00
	CIN: 00000000000000000000000000000000				

SUBCLIN 0017AC is added as follows:

001174

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT LOT	UNIT PRICE	AMOUNT
0017AC	JLENS SDD Systems Studies/Exercises CPIF				(b)(3)(A) (i)&Title 10 Sec 130 (a)(b)
	To provide funding for JLENS Support to the [REDACTED] exercise.				
	FOB: Destination				
				TARGET COST	[REDACTED] (b)
				TARGET FEE	[REDACTED] (4)
				TOTAL TGT COST + FEE	\$190,000.00
				MINIMUM FEE	\$0.00
				MAXIMUM FEE	\$0.00
				SHARE RATIO ABOVE TARGET	
				SHARE RATIO BELOW TARGET	
	ACRN BZ				\$190,000.00
	CIN: 00000000000000000000000000000000				

**The following items are applicable to this modification:**  
MODIFICATION

1. Section B, Paragraph B-1, CLIN 0017AA is modified as follows:
  - a. CLIN 0017AA available dollars are increased by \$33,810,000.00 from \$45,036,000 to \$78,846,000.
  - b. CLIN 0017AB available dollars are increased by \$118,250 from \$ 0 to \$118,250.
  - c. CLIN 0017AC available dollars are increased by \$190,000 from \$ 0 to \$190,000.
  
2. Section G, Paragraph G-5, ACCOUNTING AND APPROPRIATION DATA, is modified to add the following:

**SubCLIN 0017AA:**

ACRN: BW  
ACCT CLASS: 216 2040 5L 5L68 P172419E55 255Y 4M6J730000 S01021 4M6J730000/64MJLE/4MJLEN  
ORDER NO: 4M6J730000-04 FUNDED AMOUNT: \$34,000,000 (P00121)

ACRN: BZ  
ACCT CLASS: AA 9760400 1202 186 JT01 606051 600008 59233 65126J 503000 F03000  
ORDER NO: F1AF1W5313GV09-01 FUNDED AMOUNT: (\$190,000) (P00121)

**SubCLIN 0017AB:**

ACRN: KL  
ACCT CLASS: AA 9760400 1201 186 JT01 606051 600007 59232 65126J 503000 F03000

001175

**ORDER NO: F1AF1W6061GV02-01 FUNDED AMOUNT: \$118,250 (P00121)**

**SubCLIN 0017AC:**

**ACRN: BZ**  
**ACCT CLASS: AA 9760400 1202 186 JT01 606051 600808 59233 65126J 503000 F03000**  
**ORDER NO: F1AF1W5313GV09-01 FUNDED AMOUNT: \$190,000 (P00121)**

**3: Section G, Paragraph G-6, IMPLEMENTATION OF THE RELATIONSHIP OF THE LIMITATION OF FUNDS (LOF) CLAUSE TO FEE OBLIGATIONS, P00115, is corrected as described below:**

<u>SUBCLIN 0013</u>	PRIOR	THIS MODIFICATION	CUMULATIVE TOTAL
Amount Required for Full Funding, Including Fee(s):	\$ 41,047,110	(\$ 2,146,000)	\$ 38,901,110
Amount Allotted under the LOF Clause for Payment of Costs:	[REDACTED] (b)(4)		
Amount Separately Obligated for Payment of Fee:	[REDACTED] (b)(4)		
Total Amount Allotted and Obligated:	\$ 40,047,110	(\$1,146,000)	\$ 38,901,110
Net Amount Required for Full Funding:	\$ 1,000,000	(\$ 1,000,000)	\$ -0-

**Section G, Paragraph G-6, IMPLEMENTATION OF THE RELATIONSHIP OF THE LIMITATION OF FUNDS (LOF) CLAUSE TO FEE OBLIGATIONS, is modified as described below:**

<u>SUBCLIN 0017AA</u>	PRIOR	THIS MODIFICATION	CUMULATIVE TOTAL
Amount Required for Full Funding, Including Fee(s):	\$1,301,403,000	(\$34,000,000)	\$1,267,403,000
Amount Allotted under the LOF Clause for Payment of Costs:	[REDACTED] (b)(4)		
Amount Separately Obligated for Payment of Fee:	[REDACTED] (b)(4)		
Total Amount Allotted and Obligated:	\$ 45,036,000	\$34,000,000	\$ 79,036,000
Net Amount Required for Full Funding:	\$1,301,403,000	(\$34,000,000)	\$1,267,403,000

<u>SUBCLIN 0017AB</u>	PRIOR	THIS MODIFICATION	CUMULATIVE TOTAL
Amount Required for Full Funding, Including Fee(s):	\$ -0-	\$ -0-	\$ 0-
Amount Allotted under the LOF Clause for Payment of Costs:	\$ -0-	[REDACTED] (b)(4)	

001176

Amount Separately Obligated for Payment of Fee:	\$ -0-	[REDACTED]	(b)(4)
Total Amount Allotted and Obligated:	\$ -0-	\$ 118,250	\$ 118,250
Net Amount Required for Full Funding:	\$ -0-	\$ -0-	\$ -0-

**SUBCLIN 0017AC**

	PRIOR	THIS MODIFICATION	CUMULATIVE TOTAL
Amount Required for Full Funding, Including Fee(s):	\$ -0-	\$-0-	\$-0-
Amount Allotted under the LOF Clause for Payment of Costs:	\$ -0-	[REDACTED]	(b)(4)
Amount Separately Obligated for Payment of Fee:	\$ -0-	[REDACTED]	(b)(4)
Total Amount Allotted and Obligated:	\$ -0-	\$ 190,000	\$ 190,000
Net Amount Required for Full Funding:	\$ -0-	\$ 0-	\$ -0-

4. The following page substitutions are hereby incorporated into the contract:

**DELETE**

Page 29, Modification P00118

Page 34, Modification P00118

**ADD**

Page 29, Modification P00119

Page 34, Modification P00119

001177

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES	
			V	1	2
2. AMENDMENT/MODIFICATION NO. <b>P00122</b>	3. EFFECTIVE DATE 28-Apr-2006	4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (if applicable)	
6. ISSUED BY [REDACTED] UNIVERSITY AIR DEFENSE COMMAND FOURTH FLD MUNTSVILLE AL 36007-3897	CODE W9113M	7. ADMINISTERED BY (if other than item 6) DCMA RAYTHEON 80 APPLE HILL DRIVE MSB T2FR2 TEMPLETON MA 01878		CODE S2205A	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) RAYTHEON COMPANY 830 LOWELL STREET ANDOVER MA 01878			9A. AMENDMENT OF SOLICITATION NO.		
			9B. DATED (SEE ITEM 11)		
			X 10A. MOD. OF CONTRACT/ORDER NO. DAB000-08-C-0001		
			X 10B. DATED (SEE ITEM 13) 30-Jan-1998		
CODE 06718			FACILITY CODE		
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of offer <input type="checkbox"/> is amended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. By virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).					
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 43.103 (a)(3)					
D. OTHER (Specify type of modification and authority)					
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number [REDACTED]  The purpose of this modification is to decrease the funding of ACRN BW (SUBCLIN 0017AA) in the amount of \$180,000.00 and to increase the funding of ACRN BY (SUBCLIN 0017AA) in the amount of \$180,000.00.					
Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as hereinafter changed, remain unchanged and in full force and effect.					
15A. NAME AND TITLE OF ISSUING OFFICER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)		
[REDACTED]			[REDACTED]		
15B. CONTRACT NUMBER		15C. DATE SIGNED	16B. DATE SIGNED		
[REDACTED]		4/28/06	[REDACTED]		01 May 2006
(Signature of person authorizing change)			(Signature of Contracting Officer)		

EXCEPTION TO SF 30  
APPROVED BY OIRM 11-84

30-105-04

STANDARD FORM 30 (REV. 10-83)  
Prescribed by GSA  
FAR (48 CFR) 53.243

001178

(b)  
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SECTION SF 30 BLOCK 14 CONTINUATION PAGE

**SUMMARY OF CHANGES**

**CHANGES IN SECTION B**

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0017AA	SDD JLENS Systems	1	LOT		
	CPIF				(b)(3)(A)
	Design, development, procurement, fabrication, integration, testing, and delivery of SDD JLENS systems.				(i)&Title 10
	FOB: Destination				Sec 130 (a)(b)
				TARGET COST	[REDACTED] (b)(4)
				TARGET FEE	[REDACTED] (b)(4)
				TOTAL TGT COST + FEE	\$1,351,439,000.00
				MINIMUM FEE	\$0.00
				MAXIMUM FEE	\$0.00
				SHARE RATIO ABOVE TARGET	
				SHARE RATIO BELOW TARGET	
	ACRN BW				\$73,820,000.00
	ACRN BX				\$1,146,000.00
	ACRN BY				\$3,880,000.00

**CHANGES IN SECTION G**

**SUBCLIN 0017AA:**

ACRN BW has been decreased by \$180,000.00 from \$74,000,000.00 to \$73,820,000.00.  
ACCT CLASS: 216 2040 5L 5L68 P172419E55 255Y 4M6J730000 S01021 4M6J730000/64MJLE/4MJLEN

ACRN BY has been increased by \$180,000.00 from \$3,700,000.00 to \$3,880,000.00.  
ACCT CLASS: 215 2040 5Q 5Q17 P172419E55 255Y ER5D732500 S01021 ER5D732500/54KJLE/4MJLEN

001179

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE	PAGE OF PAGES
				V	1   4
2. AMENDMENT/MODIFICATION NO. <b>P00123</b>		3. EFFECTIVE DATE <b>8 Jun 06</b>	4. REQUESTION/PURCHASE REQ. NO.		5. PROJECT NO. (if applicable)
6. ISSUED BY [REDACTED] HUNTSVILLE AL 35897-0001		CODE WB113M	7. ADMINISTERED BY (if other than item 6) DOMARAYTHEON 20 APPLEHILL DRIVE MBS T19R2 TEWKSURY MA 01876		CODE S2205A
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) RAYTHEON COMPANY 380 LOWELL STREET ANDOVER MA 01910				9A. AMENDMENT OF SOLICITATION NO.	
				9B. DATED (SEE ITEM 11)	
				X 10A. MOD. OF CONTRACT/ORDER NO. DASG60-00-C-0001	
				X 10B. DATED (SEE ITEM 13) 30-Jan-1998	
CODE 05718		FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of offer <input type="checkbox"/> is extended. <input type="checkbox"/> is not extended.					
<p>Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:</p> <p>(a) By completing item 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.</p>					
12. ACCOUNTING AND APPROPRIATION DATA (if required) See Schedule					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).					
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:					
X D. OTHER (Specify type of modification and authority) H-6, Options					
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number [REDACTED] Due to a Standard Procurement System defect, the date shown in Block 10B of the SF30 may be inaccurate. The date should be 30 January 1998.  The purpose of this modification is to obligate additional funding in the amount of \$5,000,000 to CLN 0017AA and correct errors in Section G in Modification P00121.  Except as referenced above, all other terms and conditions of the original contract remain unchanged.  Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as terms have changed, remain unchanged and in full force and effect.					
15A. NAME AND [REDACTED]			16A. NAME AND TITLE OF CONTRACTING OFFICER [REDACTED]		
15C. DATE SIGNED 5/31/2006			16C. DATE SIGNED 8 Jun 06		

EXCEPTION TO SF 30  
APPROVED BY OIRM 11-84

30-105-04

STANDARD FORM 30 (Rev. 10-83)  
Prescribed by GSA  
FAR (48 CFR) 53.243

001180

(b)  
(6)

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(6)

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

**SUMMARY OF CHANGES**

SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by \$5,000,000.00 from \$253,426,905.52 to \$258,426,905.52.

(End of Summary of Changes)

The following items are applicable to this modification:

MODIFICATION

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

1. Section B, Paragraph B-1, CLIN 0017AA is modified as follows:

a. CLIN 0017AA available dollars are increased by \$5,000,000 from \$78,846,000 to \$83,846,000.

2. Section G, Paragraph G-5, ACCOUNTING AND APPROPRIATION DATA, is modified to add the following:

SubCLIN 0017AA:

ACRN: BW  
ACCT CLASS: 216 2040 5L 5L68 P172419E55 255Y 4M6J730000 S01021 4M6J730000/64MJLE/4MJLEN  
ORDER NO: 4M6J730000-04 FUNDED AMOUNT: \$5,000,000 (P00123)

3. Section G, Paragraph G-6, IMPLEMENTATION OF THE RELATIONSHIP OF THE LIMITATION OF FUNDS (LOF) CLAUSE TO FEE OBLIGATIONS, is corrected from Modification P00121 as described below:

SUBCLIN 0017AA

	PRIOR	THIS MODIFICATION	CUMULATIVE TOTAL
Amount Required for Full Funding, Including Fee(s):	\$1,301,403,000	(\$33,810,000)	\$1,267,593,000
Amount Allotted under the LOF Clause for Payment of Costs:			
Amount Separately Obligated for Payment of Fee:			
Total Amount Allotted and Obligated:	\$ 45,036,000	\$33,810,000	\$ 78,846,000
Net Amount Required for Full Funding:	\$1,301,403,000	(\$33,810,000)	\$1,267,593,000

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

001181

**SUBCLIN 0017AB**

	PRIOR	THIS MODIFICATION	CUMULATIVE TOTAL
Amount Required for Full Funding, Including Fee(s):	\$ -0-	\$ -0-	\$ 0-
Amount Allotted under the LOF Clause for Payment of Costs:	\$ -0-	[REDACTED]	(b)(4)
Amount Separately Obligated for Payment of Fee:	\$ -0-	[REDACTED]	(b)(4)
Total Amount Allotted and Obligated:	\$ -0-	\$ 118,250	\$ 118,250
Net Amount Required for Full Funding:	\$ -0-	\$ -0-	\$ 0-

**SUBCLIN 0017AC**

	PRIOR	THIS MODIFICATION	CUMULATIVE TOTAL
Amount Required for Full Funding, Including Fee(s):	\$ -0-	\$-0-	\$-0-
Amount Allotted under the LOF Clause for Payment of Costs:	\$ -0-	[REDACTED]	(b)(4)
Amount Separately Obligated for Payment of Fee:	\$ -0-	[REDACTED]	(b)(4)
Total Amount Allotted and Obligated:	\$ -0-	\$ 190,000	\$ 190,000
Net Amount Required for Full Funding:	\$ -0-	\$ 0-	\$ -0-

4. Section G, Paragraph G-6, IMPLEMENTATION OF THE RELATIONSHIP OF THE LIMITATION OF FUNDS (LOF) CLAUSE TO FEE OBLIGATIONS, is modified as described below:

**SUBCLIN 0017AA**

	PRIOR	THIS MODIFICATION	CUMULATIVE TOTAL
Amount Required for Full Funding, Including Fee(s):	\$1,267,403,000	(\$5,000,000)	\$1,262,403,000
Amount Allotted under the LOF Clause for Payment of Costs:	[REDACTED]	[REDACTED]	(b)(4)
Amount Separately Obligated for Payment of Fee:	[REDACTED]	[REDACTED]	(b)(4)
Total Amount Allotted and Obligated:	\$ 78,846,000	\$5,000,000	\$ 83,846,000
Net Amount Required for Full Funding:	\$1,267,403,000	(\$5,000,000)	\$1,262,403,000

5. The following page substitutions are hereby incorporated into the contract:

DELETE  
Page 29, Modification P00118

ADD  
Page 29, Modification P00121

001182

Page 34, Modification P00118  
Page 68, Modification P00106

Page 34, Modification P00121  
Page 68, Modification P00121

001183



SECTION SF 30 BLOCK 14 CONTINUATION PAGE

The following items are applicable to this modification:

CONTINUATION PAGE

- 1) replacing the Statement of Work, JLENS System Development and Demonstration (SDD) Program, dated 25 October 05 with the Statement of Work, titled Joint Land Attack Cruise Missile Defense Elevated Netted Sensor System (JLENS), System Development and Demonstration (SDD) program, dated 15 May 2006;
- 2) replacing MIS-PRF-55628 dated 26 October 2005 with MIS-PRF-55628 Rev A, CAGE Code 18876, dated 15 May 2006;
- 3) replacing Contract Data Requirements List (DD Form 1423) and Data Item Nos. B001 through B056, dated 24 October 2005, with Contract Data Requirements List (DD Form 1423) and Data Item Nos. B001 through B062, dated 16 May 2006; and
- 4) revising the "Milestone Events and Performance Period" clause of the contract (F-5) to replace the following revised contract milestones in lieu of the current milestones, with a performance end date of 30 September 2012.

SuR/PS/Comms Subsystem Delta SFRR	Fourth Quarter FY06	
Platform PDRR	Fourth Quarter FY06	
Orbit SRR	First Quarter FY07	
Orbit SFR	Third Quarter FY07	
PTIR Delta CDRR	Third Quarter FY07	
SuR PDRR	Fourth Quarter FY07	
Processing Station & CP PDRR	First Quarter FY08	
Platform CDRR	Second Quarter FY08	
Orbit PDR	Second Quarter FY08	
SuR CDRR	Fourth Quarter FY08	
Processing Station & CP CDRR	Fourth Quarter FY08	
Orbit CDR	Second Quarter FY09	
Fire Control System Ground TRR	Fourth Quarter FY09	
SuR System Ground TRR	First Quarter FY10	
Orbit #1 Elevated Test Complete	Fourth Quarter FY10	
Orbit #2 Elevated Test Complete	Fourth Quarter FY10	
Processing Station SW (██████████) Build 4 Demo	First Quarter FY11	(b)(3)(A)
Elevated Test Report	First Quarter FY11	(i)&Title 10
Production Readiness Review	First Quarter FY11	Sec 130 (a)(b)
Limited User Test (LUT)	Second Quarter FY11	
Log Demo	Fourth Quarter FY11	
DISR Certification Complete	Fourth Quarter FY11	
Initial Operational Test	First Quarter FY12	
PQT Complete/DD250	First Quarter FY12	

The parties agree that the incorporated documents cited in Items 1)-4) above contain changes to Program performance and schedule not reflected in the CLIN 0017 NTE amount and a subsequent supplemental agreement may be necessary to effect an equitable adjustment caused by the above changes.

SUMMARY OF CHANGES

001185

(End of Summary of Changes)

001186

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES
			V	1   4
2. AMENDMENT/MODIFICATION NO. <b>P00125</b>	3. EFFECTIVE DATE <b>23 Aug 06</b>	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)	
6. ISSUED BY [REDACTED] HUNTSVILLE AL 35807-3801	CODE <b>WB113M</b>	7. ADMINISTERED BY (If other than item 6) DCMARAYTHEON 50 APPLE HILL DRIVE MIE T2FR2 TEWKSBURY MA 01876	CODE <b>S2205A</b>	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) RAYTHEON COMPANY 350 LOWELL STREET ANDOVER MA 01810		9A. AMENDMENT OF SOLICITATION NO.		
		9B. DATED (SEE ITEM 11)		
		X 10A. MOD. OF CONTRACT/ORDER NO. DASG80-88-C-0001		
		X 10B. DATED (SEE ITEM 13) 30-Jan-1998		
CODE <b>05718</b>		FACILITY CODE		
<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>				
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended. <input type="checkbox"/> is not extended.				
<p>Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:</p> <p>(a) By completing Items 8 and 15, and returning _____ copies of this amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.</p>				
12. ACCOUNTING AND APPROPRIATION DATA (If required)				
<b>13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT/ORDERS IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.</b>				
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.				
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).				
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF FAR 43.103(a)(3)				
D. OTHER (Specify type of modification and authority)				
E. IMPORTANT: Contractor <input type="checkbox"/> is not. <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.				
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: [REDACTED] Due to a Standard Procurement System defect, the date shown in Block 10B of the SF30 may be inaccurate. The date should be 30 Jan 98.  The purpose of this modification is as follows: (1) Correct the total contract value; (2) Realign funding against CLIN 0017AA SDD effort using available funds from CLINs 0005AA, 0007AA and 0013; (3) move tasks not completed in SLIN 0005AA to SLIN 0017AA SOW; and (4) Certify completion of CLINs 0003, 0005AA and 0007AA, and 0009.				
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remain unchanged and in full force and effect.				
15A. NAME AND ADDRESS OF CONTRACTOR (Print)		15B. NAME AND ADDRESS OF CONTRACTING OFFICE (Print)		
[REDACTED]		[REDACTED]		
15C. DATE SIGNED <b>8/23/06</b>		15D. SIGNATURE OF CONTRACTING OFFICER [REDACTED]		16C. DATE SIGNED <b>23 Aug 06</b>

EXCEPTION TO SF 30  
APPROVED BY OIRM 11-84

30-105-04

001187

STANDARD FORM 30 (Rev. 10-83)  
Prescribed by GSA  
FAR (48 CFR) 53.243

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

**SUMMARY OF CHANGES**

SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, value of contract is corrected to read \$298,645,015.52. The total funded amount for this contract does not change.

Whereas, available funds from CLINs 0005AA, 0007AA, and 0013 and associated ACRNs have been disbursed in support of CLIN 0017AA ACRN BW effort, the Government and contractor agree that this effectively increases the funded amount of CLIN 0017AA, ACRN BW, for the System Development and Demonstration (SDD) effort. Accordingly, amounts disbursed in support of CLIN 0017AA, ACRN BW effort, from available funds from CLINs 0005AA, 0007AA, and 0013 (identified below) shall not be considered in the basis of fee determination for CLINs 0005AA, 0007AA, and 0013.

Tasks under CLINs 0003, 0007AA, 0009, and 0013 have been accomplished on a completion basis. Tasks under CLIN 0005AA have been accomplished on a completion basis, except those identified within this modification to be transferred to CLIN 0017AA.

(End of Summary of Changes)

**The following items are applicable to this modification:**

MODIFICATION

1. Modification P00123 contained an error under Section G, Summary for the Payment Office. The total funded amount for this document is corrected from \$258,426,905 to \$298,645,015.52.
2. Effect of payment transfers from CLINs 0005AA, 0007AA, and 0013 to CLIN 0017AA:

0005AA	BH	3,500,000.00
0005AA	BL	187,000.00
<b>Subtotal CLIN 0005AA</b>		<b>3,687,000.00</b>
0007AA	BP	480,000.00
<b>Subtotal CLIN 0007AA</b>		<b>480,000.00</b>
0013	BJ	100,000.00
<b>Subtotal CLIN 0013</b>		<b>100,000.00</b>
<b>Total Transfer to CLIN 0017AA BW</b>		<b>4,267,000.00</b>

3. Payment transfers from CLINs 0005AA, 0007AA, and 0013 increased funding for payment of CLIN 0017AA, ACRN BW, in the amount of \$4,267,000.00. CLIN 0017AA total funds are increased from \$83,846,000.00 to \$88,113,000.00. Payment transfers as shown in this modification are administrative to show the payment of available funds from CLINs 0005AA, 0007AA, and 0013 and associated ACRNs to CLIN 0017AA, ACRN BW.

001188

4. Section G, Paragraph G-6, IMPLEMENTATION OF THE RELATIONSHIP OF THE LIMITATION OF FUNDS (LOF) CLAUSE TO FEE OBLIGATIONS, is modified as described below:

<u>SUBCLIN 0017AA</u>	PRIOR	THIS MODIFICATION	CUMULATIVE TOTAL
Amount Required for Full Funding, Including Fee(s):	\$1,262,403,000	(\$4,267,000)	\$1,258,136,000
Amount Allotted under the LOF Clause for Payment of Costs:	[REDACTED] (b)(4)		
Amount Separately Obligated for Payment of Fee:	[REDACTED] (b)(4)		
Total Amount Allotted and Obligated:	\$ 83,846,000	\$ 4,267,000	\$ 88,113,000
Net Amount Required for Full Funding:	\$1,262,403,000	(\$4,267,000)	\$1,258,136,000

5. The milestones identified in paragraph F-5 for the following CLINs are considered completed tasks:

- a. CLIN 0003 is considered complete based upon the completion of the milestones listed in F-5 and the statement of work requirement.
- b. CLIN 0005AA is considered complete based upon the completion of the milestones listed in F-5 and the statement of work requirement, except for the following tasks which are moved with associated funding from CLIN 0005AA to CLIN 0017AA SDD:

**WBS 1.0 Platform (CLIN 0005AA)** – Tasks are Aerostat Design, Aerostat SE/Air vehicle engineering, and Aerostat drafting.

**WBS 3 Precision Track Illumination Radar (PTIR) (CLIN 0005AA)** – Tasks are [REDACTED] Test/Integration and System Integration Laboratory (SIL)

(b)(3)(A)  
(i)&Title 10  
Sec 130 (a)(b)

**WBS 5 Processing Station (PS) (CLIN 0005AA)** – Tasks are build LCD, power/digital subsystem; processing station subsystem engineering, mission operation software, and [REDACTED] from 2005 effort to be moved to SDD contract.

(b)(3)(A)  
(i)&Title 10  
Sec 130 (a)(b)

**WBS 6 Systems Engineering Integration Test (SEIT) (CLIN 0005AA)** – Tasks are [REDACTED] Build 1, and Software Engineering Management Plan (SEMP).

(b)(3)(A)  
(i)&Title 10  
Sec 130 (a)(b)

c. CLIN 0007AA is considered complete based upon the completion of the milestones listed in F-5 and the statement of work requirement.

d. CLIN 0009 is considered complete based upon the completion of the milestones listed in F-5 and the statement of work requirement.

6. It has been determined that the contractor has:

- a. Met all the requirements in paragraphs F-1 and the milestones through FY05 in F-5, as well as the effort required by the statement of work dated 3 Dec 02, Rev 4, JLENS Program, Spiral 1.
- b. Submitted all the required data in accordance with CDRL and received required approvals of submission.
- c. Delivered materials under CLIN 0009.

001189

7. Section G, Paragraph G-2 and G-3 are incorporated/revised as follows:

G-2. CONTRACT ADMINISTRATION: Administration of this contract will be performed by the cognizant office as shown in Block 6, Page 1, Section A, of Standard Form 26. 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.

G-3. CONTRACTING ACTIVITY REPRESENTATIVE:

Contract Matters

NAME:  
ORGANIZATIONAL CODE:  
TELEPHONE NUMBERS:  
COMMERCIAL:  
DEFENSE SWITCHED NETWORK (DSN):



(b)(6)

8. Except as noted above, all other terms and conditions remain unchanged.

001190

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE	PAGE OF PAGES
				V	1   3
2. AMENDMENT/MODIFICATION NO		3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ NO		5. PROJECT NO (If applicable)
P00126		13-Sep-2006			
6. ISSUED BY		CODE	7. ADMINISTERED BY (If other than item 6)		CODE
[REDACTED] HUNTSVILLE AL 35807-3801		W9113M	DCMA RAYTHEON 50 APPLE HILL DRIVE MS T2FR2 TEWKSBURY MA 01876		S2205A
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)				9A. AMENDMENT OF SOLICITATION NO.	
RAYTHEON COMPANY 350 LOWELL STREET ANDOVER MA 01810					
				9B. DATED (SEE ITEM 11)	
				X 10A. MOD. OF CONTRACT/ORDER NO DASG80-98-C-0001	
				X 10B. DATED (SEE ITEM 13) 30-Jan-1998	
CODE 05716		FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of offer <input type="checkbox"/> is extended. <input type="checkbox"/> is not extended.					
<p>Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:</p> <p>(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.</p>					
12. ACCOUNTING AND APPROPRIATION DATA (If required)					
See Schedule					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
B. THE ABOVE NUMBERED CONTRACT ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).					
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:					
X D. OTHER (Specify type of modification and authority) H-6, Options					
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not. <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible)					
Modification Control Number: [REDACTED]					
Due to a Standard Procurement System defect, the date shown in Block 10B of the SF30 may be inaccurate. That date should read 30 January 1998.					
The purpose of this modification is to obligate additional funding in the amount of \$750,000 to CLIN 0017AA.					
Except as noted above, all other terms and conditions of the original contract remain unchanged.					
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.					
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)		
[REDACTED]			[REDACTED] (b)(6)		
B. CONTRACTOR OFFEROR		15C. DATE SIGNED	16B. UNITED STATES OF AMERICA		16C. DATE SIGNED
(Signature of person authorized to sign)			[REDACTED] (Signature of Contracting Officer)		13-Sep-2006

(b)(6)

(b)(6)

(b)(6)

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

The following items are applicable to this modification:

MODIFICATION

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

1. Section B, Paragraph B-1, CLIN 0017AA is modified as follows:

a. CLIN 0017AA available dollars are increased by \$750,000 from \$83,846,000 to \$84,596,000.

2. Section G, Paragraph G-5, ACCOUNTING AND APPROPRIATION DATA, is modified to add the following:

SubCLIN 0017AA:

ACRN: BW  
ACCT CLASS: 216 2040 5L 5L68 P172419E55 255Y 4M6J730000 S01021 4M6J730000/64MJLE/4MJLEN  
ORDER NO: 4M6J730000-04 FUNDED AMOUNT: \$750,000 (P00125)

3. Section G, Paragraph G-6, IMPLEMENTATION OF THE RELATIONSHIP OF THE LIMITATION OF FUNDS (LOF) CLAUSE TO FEE OBLIGATIONS, is corrected from Modification P00121 as described below:

4. Section G, Paragraph G-6, IMPLEMENTATION OF THE RELATIONSHIP OF THE LIMITATION OF FUNDS (LOF) CLAUSE TO FEE OBLIGATIONS, is modified as described below:

<u>SUBCLIN 0017AA</u>	PRIOR	THIS MODIFICATION	CUMULATIVE TOTAL
Amount Required for Full Funding, Including Fee(s):	\$1,262,403,000	(\$750,000)	\$1,261,653,000
Amount Allotted under the LOF Clause for Payment of Costs:	[REDACTED]		
Amount Separately Obligated for Payment of Fee:	[REDACTED]		
Total Amount Allotted and Obligated:	\$ 83,846,000	\$750,000	\$ 84,596,000
Net Amount Required for Full Funding:	\$1,262,403,000	(\$750,000)	\$1,261,653,000

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

SUMMARY OF CHANGES

SECTION G - CONTRACT ADMINISTRATION DATA

001192

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by \$750,000.00 from \$298,645,015.52 to \$299,395,015.52.

(End of Summary of Changes)

001193

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001199

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE	PAGE OF PAGES
2. AMENDMENT/MODIFICATION NO. <b>P00127</b>		3. EFFECTIVE DATE <b>21 Sep 06</b>	4. REQUISITION/PURCHASE REQ. NO.	V	1   2
6. ISSUED BY [REDACTED] MISSILE DEFENSE COMMAND HUNTSVILLE AL 35897-3001		CODE <b>WB113M</b>	7 ADMINISTERED BY (Other than item 6) DCMA RAYTHEON 30 APPLE HILL DRIVE MIS T2FR2 TEWKSBRURY MA 01876	CODE <b>S2205A</b>	5. PROJECT NO. (If applicable)
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) RAYTHEON COMPANY 380 LOWELL STREET ANDOVER MA 01810			9A. AMENDMENT OF SOLICITATION NO.		
			9B. DATED (SEE ITEM 11)		
			X 10A. MOD. OF CONTRACT/ORDER NO. DASG60-88-C-0001		
			X 10B. DATED (SEE ITEM 13) 30-Jan-1998		
CODE <b>05716</b>		FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA (If required)					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT ORDERS IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).					
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 43.103(a)(3)					
D. OTHER (Specify type of modification and authority)					
E IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: [REDACTED] Due to a Standard Procurement System defect, the data shown in Block 10B of the SF30 may be inaccurate. The date should be 30 January 1998. The purpose of this modification is to correct an error in Section B and Section G under Modification P00126. Except as noted above, all other terms and conditions of the original contract remain unchanged.					
Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remain unchanged and in full force and effect.					
15A. NAME AND TITLE [REDACTED]		15B. NAME AND TITLE OF CONTRACTING OFFICER [REDACTED]			
15C. DATE SIGNED <b>21 SEP 06</b>		15D. DATE SIGNED <b>25 Sep 06</b>			
(Signature of person authorized to sign)		(Signature of Contracting Officer)			

EXCEPTION TO SF 30  
APPROVED BY OIRM 11-84

30-105-04

STANDARD FORM 30 (Rev. 10-83)  
Prescribed by GSA  
FAR (48 CFR) 53.243

001200

(b)(6)

(b)(6)

(b)(6)

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

The following items are applicable to this modification:

MODIFICATION

1. Section B, Paragraph B-1, CLIN 0017AA, is corrected as follows:

a. CLIN 0017AA available dollars are increased by \$750,000 from \$88,113,000 to \$88,863,000.

2. Section G, Paragraph G-6, IMPLEMENTATION OF THE RELATIONSHIP OF THE LIMITATION OF FUNDS (LOF) CLAUSE TO FEE OBLIGATIONS, is corrected as described below:

SUBCLIN 0017AA

	PRIOR	THIS MODIFICATION	CUMULATIVE TOTAL
Amount Required for Full Funding, Including Fee(s):	\$1,258,136,000	(\$750,000)	\$1,257,386,000
Amount Allotted under the LOF Clause for Payment of Costs:	[REDACTED]		
Amount Separately Obligated for Payment of Fee:	[REDACTED]		
Total Amount Allotted and Obligated:	\$ 88,113,000	\$ 750,000	\$ 88,863,000
Net Amount Required for Full Funding:	\$1,258,136,000	(\$750,000)	\$1,257,386,000

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

001201

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

1. CONTRACT ID CODE: **V** PAGE OF PAGES: **1 | 2**  
 AMENDMENT/MODIFICATION NO: **F00128** 3. EFFECTIVE DATE: **04-Oct-2006** 4. REQUISITION/PURCHASE REQ. NO.: [ ] 5. PROJECT NO. (If applicable): [ ]

6. ISSUED BY: **US ARMY MISSILE DEFENSE COMMAND** CODE: **WS113M** 7. ADMINISTERED BY (If other than item 6): **DCMA RAYTHEON** CODE: **S2205A**  
 [REDACTED] (b)(6) **30 APPLE HILL DRIVE**  
**FO BOX 1000** **M/8 T2FR2**  
**HUNTSVILLE AL 35897-3001** **TEWKSBURY MA 01876** (b)(6)

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code): **RAYTHEON COMPANY**  
**300 LOWELL STREET**  
**ANDOVER MA 01810**  
 9A. AMENDMENT OF SOLICITATION NO.: [ ]  
 9B. DATED (SEE ITEM 11): [ ]  
 X 10A. MOD. OF CONTRACT/ORDER NO.: **DASG80-98-C-0001**  
 X 10B. DATED (SEE ITEM 13): **30-Jan-1998**

CODE **05716** FACILITY CODE: [ ]

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**  
 The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer  is extended,  is not extended.  
 Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:  
 (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted;  
 or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

**12. ACCOUNTING AND APPROPRIATION DATA (If required)**  
**See Schedule**

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

- A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
- B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).
- C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
- X D. OTHER (Specify type of modification and authority)  
**H-6, Options**

E. IMPORTANT: Contractor  is not,  is required to sign this document and return \_\_\_\_\_ copies to the issuing office.

**14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)**  
 Modification Control Number: [REDACTED] (b)(6)  
 Due to a Standard Procurement System defect, the date shown in Block 10B of the SF30 may be inaccurate. That date should read 30 January 1998.  
 The purpose of this modification is to obligate additional funding in the amount of \$45,600,000 to CLIN 0017AA.  
 Except as noted above, all other terms and conditions of the original contract remain unchanged.  
 Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print): [REDACTED] 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print): [REDACTED] (b)(6)  
 EMAIL: [REDACTED]  
 5B. CONTRACTOR/OFFEROR: [REDACTED] 15C. DATE SIGNED: [ ] 16B. UNITED STATES OF AMERICA: [REDACTED] 16C. DATE SIGNED: **04-Oct-2006**  
 (Signature of person authorized to sign) (Signature of Contracting Officer)

001202

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by \$45,600,000 from \$299,395,015.52 to \$344,995,015.52.

The following items are applicable to this modification:

MODIFICATION

1. Section B, Paragraph B-1, CLIN 0017AA is modified as follows:

a. CLIN 0017AA available dollars are increased by \$45,600,000 from \$88,863,000 to \$134,463,000.

2. Section G, Paragraph G-5, ACCOUNTING AND APPROPRIATION DATA, is modified to add the following:

SubCLIN 0017AA:

ACRN: BW  
ACCT CLASS: 216 2040 5L 5L68 P172419E55 255Y 4M6J730000 S01021 4M6J730000/64MJLE/4MJLEN  
ORDER NO: 4M6J730000-09 FUNDED AMOUNT: \$ 600,000 (P00128)

ACRN: KM  
ACCT CLASS: 21 7 2040 5L 5L68 P172419E55L 255Y 4M7J730000 S01021  
4M7J730000/74MJLE/4M  
ORDER NO: 4M7J730000-09 FUNDED AMOUNT: \$45,000,000 (P00128)

3. Section G, Paragraph G-6, IMPLEMENTATION OF THE RELATIONSHIP OF THE LIMITATION OF FUNDS (LOF) CLAUSE TO FEE OBLIGATIONS, is corrected from Modification P00121 as described below:

4. Section G, Paragraph G-6, IMPLEMENTATION OF THE RELATIONSHIP OF THE LIMITATION OF FUNDS (LOF) CLAUSE TO FEE OBLIGATIONS, is modified as described below:

SUBCLIN 0017AA

	PRIOR	THIS MODIFICATION	CUMULATIVE TOTAL
Amount Required for Full Funding, Including Fee(s):	\$1,257,386,000	(\$45,600,000)	\$1,211,786,000
Amount Allotted under the LOF Clause for Payment of Costs:	[REDACTED]		
Amount Separately Obligated for Payment of Fee:	[REDACTED]		
Total Amount Allotted and Obligated:	\$ 88,863,000	\$45,600,000	\$ 134,463,000
Net Amount Required for Full Funding:	\$1,257,386,000	(\$45,600,000)	\$1,211,786,000

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

001203

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

1. CONTRACT ID CODE: **V** PAGE OF PAGES: **1 | 2**

2. AMENDMENT/MODIFICATION NO.: **X0129** 3. EFFECTIVE DATE: **30-Oct-2006** 4. REQUISITION/PURCHASE REQ. NO.: [ ] 5. PROJECT NO. (If applicable): [ ]

ISSUED BY: [REDACTED] CODE: **WB113M** 7. ADMINISTERED BY (If other than item 6): **DCMA RAYTHEON** CODE: **S2205A**  
 (b)(6)  
 115 ARMY [REDACTED] COMMAND  
 225 [REDACTED]  
 P.O. BOX 1600  
 HUNTSVILLE AL 35807-3601  
 50 APPLE HILL DRIVE  
 M/S T2FR2  
 TEWKSBURY MA 01876

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code):  
**RAYTHEON COMPANY**  
**300 LOWELL STREET**  
**ANDOVER MA 01810**

9A. AMENDMENT OF SOLICITATION NO.: [ ]  
 9B. DATED (SEE ITEM 11): [ ]  
 X 10A. MOD. OF CONTRACT/ORDER NO.: **DA560-96-C-0001**  
 10B. DATED (SEE ITEM 13): [ ]  
 X 30-Jan-1998

CODE: **05716** FACILITY CODE: [ ]

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer  is extended,  is not extended.

Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:  
 (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted;  
 or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required): [ ]

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS**  
**IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: [ ]

X D. OTHER (Specify type of modification and authority)  
**H-6, Options**

E. IMPORTANT: Contractor  is not,  is required to sign this document and return \_\_\_\_\_ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
 Modification Control Number: [REDACTED] (b)(6)  
 Due to a Standard Procurement System defect, the date shown in Block 10B of the SF30 may be inaccurate. That date should be 30 January 1998.  
 The purpose of this modification is administrative in nature, and serves to correct an error in Modification F00114.  
 Except as referenced above, all other terms and conditions of the basic contract remain unchanged.

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

15A. NAME AND TITLE OF SIGNER (Type or print): [REDACTED] 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print): [REDACTED] (b)(6)

B. CONTRACTOR/OFFEROR: [REDACTED] 15C. DATE SIGNED: [ ] 16B. UNITED STATES OF AMERICA: [REDACTED] 16C. DATE SIGNED: **30-Oct-2006** (b)(6)

(Signature of person authorized to sign) (Signature of Contracting Officer)

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

**SUMMARY OF CHANGES**

SECTION G - CONTRACT ADMINISTRATION DATA

The following have been added by full text:

CONTRACT ADMINISTRATION DATA

CLIN 0017 as articulated in Modification P00114 is hereby replaced by CLIN 0017AA. There is no change in the obligated amount.

(End of Summary of Changes)

001205

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE V	PAGE OF PAGES 1   2
2. AMENDMENT/MODIFICATION NO. 00130	3. EFFECTIVE DATE 28-Nov-2006	4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If applicable)
6. ISSUED BY US ARMY SPACE & MISSILE DEFENSE COMMAND ██████████ ██████████ HUNTSVILLE AL 35897-3801	CODE W9113M	7. ADMINISTERED BY (If other than item 6) DCMA RAYTHEON 50 APPLE HILL DRIVE M/S T2FR2 TEWKSBURY MA 01876		CODE S2205A
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) RAYTHEON COMPANY 380 LOWELL STREET ANDOVER MA 01810			9A. AMENDMENT OF SOLICITATION NO.	
			9B. DATED (SEE ITEM 11)	
			X 10A. MOD. OF CONTRACT/ORDER NO. DASG80-98-C-0001	
			X 10B. DATED (SEE ITEM 13) 30-Jan-1998	
CODE 05716		FACILITY CODE		
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of offer <input type="checkbox"/> is extended. <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.				
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule				
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.				
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.				
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).				
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:				
X D. OTHER (Specify type of modification and authority) Section H-6, Options				
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.				
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: ██████████				
A. Due to a Standard Procurement System defect, the date shown in Block 10B of the SF30 may be inaccurate. That date should be 30 January 1998.				
B. The purpose of this modification is to obligate additional funding in the amount of \$270,000 to CLIN 0017AA.				
C. All other terms and conditions remain unchanged.				
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.				
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
██████████			██████████	
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	
(Signature of person authorized to sign)			(Signature of Contracting Officer)	
			28-Nov-2006	

EXCEPTION TO SF 30

30 115 04

STANDARD FORM 30 (Rev. 10-89)

001206

(b)(6)  
(c)

(b)(6)  
(c)

(b)  
(c)

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

**SUMMARY OF CHANGES**

SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by \$270,000.00 from \$344,995,015.52 to \$345,265,015.52.

The following items are applicable to this modification:

1. Section B, Paragraph B-1, CLIN 0017AA is modified as follows:

CLIN 0017AA available dollars are increased by \$270,000 from \$134,463,000 to \$134,733,000.

2. Section G, Paragraph G-5, ACCOUNTING AND APPROPRIATION DATA, is modified to add the following:

SubCLIN 0017AA:

ACRN: BW  
ACCT CLASS: 216 2040 5L 5L68 P172419E55 255Y 4M6J730000 S01021 4M6J730000/64MJLE/4MJLEN  
ORDER NO. 4M6J730000-10 FUNDED AMOUNT \$270,000 (P00130)

3. Section G, Paragraph G-6, IMPLEMENTATION OF THE RELATIONSHIP OF THE LIMITATION OF FUNDS (LOF) CLAUSE TO FEE OBLIGATIONS, is modified as described below:

**SUBCLIN 0017AA**

	<u>PRIOR</u>	<u>THIS MODIFICATION</u>	<u>CUMULATIVE TOTAL</u>
(1) Amount Required for Full Funding,			
Including Fee:	\$1,257,386,000	\$ (270,000)	\$1,212,056,000
(2) Amount Allotted Under the LOF Clause for Payment of Costs:			
(3) Amount Separately Obligated for Payment of Award Fee:			
(4) Total Amount Allotted and Obligated:	\$ 134,463,000	\$ 270,000	\$ 134,733,000
(5) Net Amount Required for Full Funding	\$1,257,386,000	\$ (270,000)	\$1,212,056,000

(End of Summary of Changes)

001207

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

1 CONTRACT ID CODE  
V

PAGE OF PAGES  
1 | 2

AMENDMENT/MODIFICATION NO  
FO0131

3. EFFECTIVE DATE  
30-Nov-2008

4. REQUISITION/PURCHASE RBQ. NO.

5. PROJECT NO. (If applicable)

6 ISSUED BY  
US ARMY SPACE & MISSILE DEFENSE COMMAND  
HUNTSVILLE AL 38607-3801

CODE  
WB113M

7. ADMINISTERED BY (If other than item 6)  
DCMA RAYTHEON  
80 APPLE HILL DRIVE  
M/S T2FR2  
TEWKSBURY MA 01876

CODE  
S2205A

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)  
RAYTHEON COMPANY  
380 LOWELL STREET  
ANDOVER MA 01870

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

X 10A. MOD. OF CONTRACT/ORDER NO.  
DA5600-98-C-0001

X 10B. DATED (SEE ITEM 13)  
30-Jan-1998

CODE 05716

FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer  is extended,  is not extended.

Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:  
(a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS  
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

X B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor  is not,  is required to sign this document and return \_\_\_\_\_ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
Modification Control Number [REDACTED]

A. Due to a Standard Procurement System defect, the date shown in Block 10B of the SF30 may be inaccurate. That date should be 30 January 1998.

B. The purpose of this modification is to correct administrative errors on Modification FO0130.

C. All other terms and conditions remain unchanged.

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

15A. NAME AND TITLE OF SIGNER (Type or print)

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED  
30-Nov-2008

(Signature of person authorized to sign)

BY (Signature of Contracting Officer)

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

**SUMMARY OF CHANGES**

The following items are applicable to this modification:

1. Section G, Paragraph G-6, IMPLEMENTATION OF THE RELATIONSHIP OF THE LIMITATION OF FUNDS (LOF) CLAUSE TO FEE OBLIGATIONS, is modified as described below:

**SUBCLIN 0017AA**

CLIN 0017AA :	<u>PRIOR</u>	<u>THIS MODIFICATION</u>	<u>CUMULATIVE TOTAL</u>
(1) Amount Required for Full Funding			
Including Fee:	\$1,211,786,000	\$ (270,000)	\$1,211,516,000
(2) Amount Allotted Under the LOF Clause for Payment of Costs:			
(3) Amount Separately Obligated for Payment of Award Fee:			
(4) Total Amount Allotted and Obligated:	\$ 134,463,000	\$ 270,000	\$ 134,733,000
(5) Net Amount Required for Full Funding	\$1,211,786,000	\$ (270,000)	\$1,211,516,000

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

(End of Summary of Changes)

001209

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			I. CONTRACT ID CODE V	PAGE OF PAGES 1   10
2. AMENDMENT/MODIFICATION NO. P00132	3. EFFECTIVE DATE 14-Dec-2006	4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (if applicable)
6. ISSUED BY [REDACTED] PLANTVILLE AL 32007-380	CODE WB113M	7. ADMINISTERED BY (if other than item 4) DCMAR/ATHSON 80 APPLE HILL DRIVE MFB YFPRZ TERREBURY MA 02886		CODE 82205A
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) R/W/TECH COMPANY 3810 HILL STREET ANDOVER MA 01910			9A. AMENDMENT OF SOLICITATION NO.	
CODE 05718			9B. DATED (SEE ITEM 11)	
FACILITY CODE			X 10A. MOD. OF CONTRACT/ORDER NO. DAU880-98-C-0001	
			X 10B. DATED (SEE ITEM 13) 30-Jan-1998	
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
<input type="checkbox"/> The above numbered solicitation is amended as set forth in item 4. The hour and date specified for receipt of offer <input type="checkbox"/> is extended. <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided such telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.				
12. ACCOUNTING AND APPROPRIATION DATA (if required) See Schedule				
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.				
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.				
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(6).				
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:				
X D. OTHER (Specify type of modification and authority) Mutual Agreement				
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return 1 copies to the issuing office.				
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF action headings, including solicitation/contract subject matter where feasible.) Modification Control Number: [REDACTED]				
Due to a Standard Procurement System defect, the date shown in Block 10B of the SF30 may be inaccurate. That date should be 30 Jan 1998.				
WHEREAS, as a result of Modification P00114 and P00124, the government and the contractor have agreed to modify the contract; and				
WHEREAS, the contractor has submitted a proposal for this definitization modification; and				
WHEREAS, the parties have negotiated an equitable adjustment for this modification pertaining to SubCLNs 0017AA and CLN 0019 as shown herein.				
Except as provided herein, all terms and conditions of the documents referenced in item 9A or 10A, insofar as they are not changed, remain unchanged and to full force and effect.				
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
[REDACTED]			[REDACTED]	
15C. DATE SIGNED 12/13/06			16C. DATE SIGNED 14 DEC 2006	
[REDACTED] (Signature of Contractor)			[REDACTED] (Signature of Contracting Officer)	

EXCEPTION TO SF 30  
APPROVED BY OIRM 11-84

30-105-04

STANDARD FORM 30 (Rev. 10-83)  
Prescribed by GSA  
FAR (48 CFR) 33.243

001210

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

**SUMMARY OF CHANGES**

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

**SUMMARY OF CHANGES**

WHEREAS, this modification definitizes P00114 in accordance with negotiated agreement; and

WHEREAS, the contract values are adjusted based on the differences between the negotiated settlement and the not to exceed amount incorporated by Modification P00114

Administrative Modification A00001 dated 23 May 05 Contract Payment Instructions is hereby replaced by language in this modification Section G.

The Government will update the Security Classification Guide prior to contractor orbit testing to accommodate the placement of radar track data on the appropriate network.

When dates are stipulated by Fiscal Year Quarters in this contract modification or any of attachments, it is assumed that the date is through the last day of the month of the stated quarter.

NOW, THEREFORE, the contract is modified as follows:

1. SECTION B- SUPPLIES OR SERVICES AND PRICES/COSTS:

a. Paragraph B-1. Line Item Description of the contract is changed to delete the Contract Line Item Number (CLIN) structure in the contract for CLIN 00017, SUBCLIN 0017AA, 0017AB, 0017AC, CLIN 0018 and replace with the CLIN structure shown below:

B-1. LINE ITEM DESCRIPTION: In accordance with this contract, the contractor, independently and not as an agent of the Government, shall provide all necessary materials, labor, equipment, and facilities, except as specified herein to be furnished by the Government, and shall do all that which is necessary or incident to the satisfactory and timely performance of the following Contract Line Item Number (CLIN):

<u>CLIN</u>	<u>SUPPLIES OR SERVICES</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>AMOUNT</u>
-------------	-----------------------------	-----------------	-------------	---------------

BASIC (SEGMENT 1)

0017	<b>JLENS SDD Program Effort in accordance with Statement of Work entitled "Joint Land Attack Cruise Missile Defense Elevated Netted Sensor System (JLENS) System Development and Demonstration (SDD) Program", SW-JLENS-SDD-2006, 30 November 2006, incorporated herein and attached as set forth in Section J hereof.</b>			
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001211

<u>CLIN</u>	<u>SUPPLIES OR SERVICES</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>AMOUNT</u>
0017AA	SDD JLENS Systems Design, development, procurement, fabrication, integration, testing, and delivery of [REDACTED] SDD JLENS systems.	Sec B-18		\$1,428,796,312  (b)(3)(A)(i)&Title 10 Sec 130 (a)(b)
0017AB	JLENS SDD Systems Studies/Exercises [REDACTED]			\$118,250
0017AC	JLENS SDD Systems Studies/Exercises [REDACTED]			\$198,000 (b)(3)(A) (i)&Title 10 Sec 130 (a)(b)
0018	Contract Data Requirements List (CDRL) Contract Data Requirements List (CDRL), DD Form 1423, Exhibit A, consisting of Exhibit Line Item Nos. B001 through B062, incorporated herein and attached by reference as set forth in Section J hereof.	1	Lot	Not Separately Priced
0019	OPTION 6 [REDACTED] Aerostat Platform Effort in accordance with Statement of Work entitled "Joint Land Attack Cruise Missile Defense Elevated Netted Sensor System (JLENS) System Development and Demonstration (SDD) Program" incorporated herein and attached as set forth in Section J hereof.			(b)(3)(A) (i)&Title 10 Sec 130 (a)(b)
0019AA	[REDACTED] Aerostat Platform	Sec B-20		\$22,195,610  (b)(3)(A)(i)&Title 10 Sec 130 (a)(b)

b. The following clauses have been added to Section B and replace all previous Section B references for incentive fee for SubCLIN 0017AA/CLIN 0018,

**B-17 INCENTIVE FEE FOR SUBCLIN 0017AA/CLIN 0018 (SEE H-19):**

In accordance with FAR 52.216-7, entitled "Allowable Cost and Payments", and FAR 52.216-10, entitled "Incentive Fee", the total amount for reimbursement of cost and fee for performance under SubCLIN 0017AA/CLIN 0018 are set forth below:

Target Cost  
Target Fee

[REDACTED] (b)(4)

Incentive Arrangement: Maximum Fee:  
Minimum Fee:

[REDACTED] (b)(4)

001212

(Share Ratio: Government/Contractor)

Underrun: [REDACTED] for the amount by which the total allowable cost is less than the target cost until maximum fee is attained. (b)(4)

Overrun: [REDACTED] for the amount by which the total allowable cost exceeds the target cost until minimum fee is attained. (b)(4)

**FAR 52.216-10 INCENTIVE**

Paragraph (e)(1) is stated as follows:

(e) Fee payable.

(1) The fee payable under this contract shall be the target fee increased by [REDACTED] cents for every dollar that the total allowable cost is less than the target cost or decreased by [REDACTED] cents for every dollar that the total allowable cost exceeds the target cost. In no event shall the fee be greater than [REDACTED] percent or less than [REDACTED] percent of the target cost. (b)(4)

**B-18. TARGET COST, TARGET FEE, MINIMUM INCENTIVE FEE, MAXIMUM INCENTIVE FEE, AND INCENTIVE ARRANGEMENT FOR SUBCLIN 0017AA/CLIN 0018:**

SUBCLIN 0017AA - (Two SDD JLENS Systems)

- a. Target cost: [REDACTED]
- b. Target fee: [REDACTED]
- c. Minimum incentive fee: [REDACTED]
- d. Maximum incentive fee: [REDACTED]
- e. Total target cost and target fee: \$1,428,796,312

**B-20 TARGET COST, TARGET FEE, MINIMUM INCENTIVE FEE, MAXIMUM INCENTIVE FEE, AND INCENTIVE ARRANGEMENT FOR SUBCLIN0019AA:**

SUBCLIN 0019AA - (One 5<sup>th</sup> Aerostat Platform)

- a. Target cost: [REDACTED]
- b. Target fee: [REDACTED] (b)(4)
- c. Minimum incentive fee: [REDACTED]
- d. Maximum incentive fee: [REDACTED]
- e. Total target cost and target fee: \$ 22,195,560

c. The following clauses have been changed in Section B:

(2) B-11. COMPLETION TYPE COST REIMBURSEMENT CONTRACT:

a. Performance of Contract Line Items CLIN 0001/0002 through, 0015/0016 is considered complete and/or restructured into CLIN 00017/0018; CLIN 0017/0018 and 0019 (if exercised) shall be accomplished on a completion basis as defined in FAR 16.306(d)(1). Pending satisfactory completion of the task, fee payments are provisional and are

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not final. Fee payments will not become final unless and until the contractor performs the task required by CLIN 0018 and/or delivery is complete and such are accepted by the Government as being satisfactory. Fee payments for SubCLIN 0017AA and 0019AA will also not become final unless and until completion of the milestones listed in F-5. In the event the task cannot be completed by the contractor within the estimated cost of the CLIN, the Government may require completion of the task without increase in fee, provided the Government increases the estimated cost of the CLIN under the LIMITATION OF COST or FUNDS contract clause.

b. SubCLIN 0017AA will be considered complete based upon the completion of the milestones listed in F-5 and the statement of work requirement.

c. SubCLIN 0017AB and 0017AC will be considered completed based upon the statement of work requirements.

d. CLIN 0018 will be considered complete based upon a determination that all data and reports have been submitted and accepted/approved, as set forth in Block 8 of each exhibit line item number of the DD Form 1423.

e. SubCLIN 0019AA (if exercised) will be considered complete based upon the delivery of [redacted] Aerostat Platform NLT the end of 2<sup>nd</sup> Quarter, FY12.

(b)(3)(A)  
(i)&Title  
10 Sec 130  
(a)(b)

(3) B-12. SEPARATE APPLICATION OF FUNDING: The Limitation of Funds and Allowable Cost and Payments clauses apply separately to each of CLIN/SubCLIN sets 0017AA/0018, and 0019.

2. SECTION F – DELIVERIES OR PERFORMANCE is changed as follows:

a. Paragraph F-1, COMPLETION OF REQUIREMENT, is changed as follows:

1. Performance of Contract Line Items CLIN 0001/0002 through, 0015/0016 is considered complete and/or restructured into SubCLIN 0017AA/CLIN0018.

2. The contractor shall complete the task required by SubCLIN 0017AA (restructured from CLINs 0005AB and 0007AB) and complete delivery of all data and reports required by CLIN 0018 by 30 SEP 2012.

3. SubCLIN 0017AB and 0017AC will be considered completed based upon the statement of work requirements.

4. The contractor shall complete the task required by SubCLIN 0019AA and complete delivery by 31 MAR 2012, if exercised.

b. Paragraph F-5, MILESTONE EVENTS AND PERFORMANCE PERIOD:

MILESTONE EVENT	TIME PERIOD
<u>CLIN 0017</u>	
Orbit SRR	First Quarter FY07
Orbit SFRR	First Quarter FY07
Orbit SFR	Second Quarter FY07
Platform PDRR	Second Quarter FY07

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<b>FCR PDRR/CDRR</b>	<b>Third Quarter FY07</b>	
<b>SuR PDRR</b>	<b>First Quarter FY08</b>	
<b>Processing Station &amp; CP PDRR</b>	<b>First Quarter FY08</b>	
<b>Platform CDRR</b>	<b>Second Quarter FY08</b>	
<b>Orbit PDR</b>	<b>Second Quarter FY08</b>	
<b>SuR CDRR</b>	<b>Fourth Quarter FY08</b>	
<b>Processing Station &amp; CP CDRR</b>	<b>Fourth Quarter FY08</b>	
<b>Orbit CDR</b>	<b>Second Quarter FY09</b>	
<b>Fire Control System Ground TRR</b>	<b>Fourth Quarter FY10</b>	
<b>SuR System Ground TRR</b>	<b>Fourth Quarter FY10</b>	
<b>Orbit #1 Elevated Test Complete</b>	<b>First Quarter FY11</b>	
<b>Production Readiness Review</b>	<b>First Quarter FY11</b>	
<b>Orbit #2 Elevated Test Complete</b>	<b>Second Quarter FY11</b>	
<b>Elevated Test Report</b>	<b>Second Quarter FY11</b>	
<b>Limited User Test (LUT) TRR</b>	<b>Second Quarter FY11</b>	
<b>Processing Station SW [REDACTED] Build 4 Demo</b>	<b>Third Quarter FY11</b>	(b)(3)(A)
<b>Log Demo</b>	<b>First Quarter FY12</b>	(i)&Title 10 Sec 130 (a)(b)
<b>Product Qualification Test (PQT) Complete/DD250</b>	<b>Second Quarter FY12</b>	

c. Paragraph F-6, DD 250 (Applicable to SubCLIN 0017AA and 0019AA, if exercised), is added as follows:

The signing of the DD 250's for the SDD units will occur upon successful completion of the Product Qualification Test (PQT) and acceptance of the final Test Report under CDRL B016. This process will verify compliance to the system specification.

3. SECTION G – CONTRACT ADMINISTRATION DATA.

a. Paragraph G-5, ACCOUNTING AND APPROPRIATION DATA is modified to add the following:

CLINS 0017:

ACRN:	KM
CUMULATIVE AMOUNT:	\$189,293,000
ACCT CLASS:	21 7 2040 5L 5L68 P17419E555L 255Y 4M7J730000 S01021 4M7J730000/74MJLE/4M
ORDER NO:	4M7J730000-02 FUNDED AMT \$144,293,000 (P00132)

001215

b. The contractor shall invoice by ACRN as specified in the CLIN/ACRN structure in Section B of the contract. The paying office shall ensure that the invoice/voucher is disbursed from each ACRN as indicated on the invoice/voucher (or as specified herein).

c. Paragraph G-6, IMPLEMENTATION OF AND EXPLANATION OF THE RELATIONSHIP OF THE LIMITATION OF FUNDS (LOF) CLAUSE TO FEE OBLIGATIONS, paragraphs c is changed to read as follows:

SUBCLIN 0017AA :	<u>PRIOR</u>	<u>THIS MODIFICATION</u>	<u>CUMULATIVE TOTAL*</u>
(1) Amount Required for Full Funding,			1,428,796,312
Including Fee:	\$1,294,063,312	\$ (144,293,000)	\$ 1,149,770,312
(2) Amount Allotted Under the LOF Clause for Payment of Costs:	[REDACTED]		
(3) Amount Separately Obligated for Payment of Fee:	[REDACTED]		
(4) Total Amount Allotted and Obligated:	\$ 134,733,000	\$ 144,293,000	\$ 279,026,000
(5) Net Amount Required for Full Funding	\$1,294,063,312	\$ (144,293,000)	\$ 1,149,770,312
(6) Estimated Period of Performance the Allotted Amount Will Cover:	30 SEP 2007		

\* These figures take into consideration the negotiated total value of SubCLIN 0017AA.

4. SECTION H – SPECIAL CONTRACT REQUIREMENTS is changed as follows:

a. Paragraph H-3, OPTIONS, is changed to read as follows:

The option CLINs stipulated in the contract may be exercised at the unilateral option of the government. The exercise of the option CLIN shall be by written notice provided to the contractor by the Contracting Officer not later than the dates shown below provided preliminary notice is given by the government thirty (30) days prior to option exercise. The contractor shall incur no costs chargeable to any option CLIN until the Contracting Officer has provided written notification that the option CLIN has been exercised. The option CLINs may be exercised individually and the exercise of an option CLIN will include its attendant data item CLIN:

<u>OPTION</u>	<u>DATE</u>
SUBCLIN 0019AA	NLT 01 SEP 2010

b. Paragraph H-10, INCREMENTAL FUNDING OF THE CONTRACT:

(1) Paragraph c. is changed as follows:

c. Pursuant to the LIMITATION OF FUNDS clause, the sum of \$279,026,000 is presently allotted to CLIN 0017AA and available for payment to cover the work to be performed hereunder.

001216

H-19 Incentive Fee Structure and Payment for CLIN 0017, System Development and Demonstration (SDD)

a. General.

SubCLIN 0017AA, System Development and Demonstration (SDD), is a cost-plus-incentive-fee (CPIF) Line Item with cost and schedule incentives as described below. Paragraph H-19(b) applies only to the Cost Incentive and Paragraph H-19(c) applies only to the Schedule Incentive. The contract price amount of \$1,428,796,312 includes a target cost of [REDACTED] which includes [REDACTED] of cost and [REDACTED] facilities capital cost of money) and a target incentive fee [REDACTED] which is [REDACTED] of target cost less facilities capital cost of money.

(b)(4)  
(c)(1)

b. Cost Incentive.

- (1) The target fee payable under SubCLIN 0017AA is [REDACTED] of the target cost less facilities capital cost of money [REDACTED] an amount equal to \$117,036,703.
- (2) The maximum fee payable under SubCLIN 0017AA [REDACTED] of the target cost less facilities capital cost of money [REDACTED] an amount equal to [REDACTED].
- (3) The minimum fee payable under SubCLIN 0017AA [REDACTED] the target cost less facilities capital cost of money [REDACTED] an amount equal to [REDACTED].
- (4) Fee will be adjusted for actual cost that is less than or more than the target cost stated above using a share ratio of [REDACTED] Government / [REDACTED] Contractor for actual costs less than the target cost, and a ratio of [REDACTED] Government / [REDACTED] Contractor for actual costs greater than the target cost range applied according to Paragraph H-19(c)(1).
- (5) Nothing stated in this clause shall take precedence over the clause 52.216-10 - Incentive Fee contained in this contract.

(b)(4)

c. Schedule Incentive.

- (1) A maximum [REDACTED] "flat zone" will be established at the target cost value of [REDACTED] with the conduct of milestones below. The "flat zone" over which the contractor will earn target fee is for eligible costs from [REDACTED] to [REDACTED] once the program milestones set forth below are conducted.
  - (a) [REDACTED] of the maximum benefit of the "flat zone", earned by the conduct of the SDD System Functional Review NLT 2nd Quarter, Fiscal Year 2007.
  - (b) [REDACTED] of the maximum benefit of the "flat zone", earned by the conduct of SDD Orbit Critical Design Review NLT 2nd Quarter, Fiscal Year 2009.
- (2) An additional schedule incentive fee pool of [REDACTED] (maximum) is established and will be awarded to the contractor for conducting Test Readiness Review to allow for the Limited User Test Effort according to the schedule below:
  - (a) [REDACTED] the schedule fee pool, an amount of [REDACTED] will be awarded to the contractor if the contractor conducts the Test Readiness Review for the Limited User Test NLT 31 December 2010.
  - (b) [REDACTED] the schedule fee pool, an amount of [REDACTED] will be awarded to the contractor if the contractor conducts the Test Readiness Review for the Limited User Test NLT 30 November 2010.

(b)(4)  
(4)

001217

(c) [redacted] of the schedule fee pool, an amount of [redacted] will be awarded to the contractor if the contractor conducts the Test Readiness Review for the Limited User Test NLT 31 October 2010. (b)(4)

(d) [redacted] of the schedule fee pool, an amount of [redacted] will be awarded to the contractor if the contractor conducts the Test Readiness Review for the Limited User Test NLT 30 September 2010.

(e) If the contractor conducts the Test Readiness Review for the Limited User Test on or after 01 January 2011, the contractor is not entitled to any of the schedule fee incentive pool.

(f) If the contractor achieves an early milestone as listed in (a) through (d), the contractor shall submit a letter to the government Contracting Officer notifying him/her of the completion of the milestone and the claim for the incentive fee.

(3) For Earned Value and cost reporting purposes, the target cost value of [redacted] will be used. (b)(4)

(4) If schedule incentive fee listed above is earned, the additional contract value will be added to the total value of this contract at the time the incentive is earned.

#### d. Changes issued under FAR 52.243-2, Changes - Cost Reimbursement

In the event of a change issued under FAR 52.243-2, Changes - Cost Reimbursement, it is agreed that changes to the performance and schedule incentive may be considered a part of the equitable adjustment. In the event that any Options to CLIN 0017 are added and exercised, the incentive fee for cost and schedule/performance applicable to the Option will be incorporated in accordance with the incentive fee structure of this provision.

#### H-20 Contractor Identification and Assertion of Restrictions on the Government's Use, Release, or Disclosure of Technical Data or Computer Software.

The contractor and its subcontractors have provided document entitled "Identification and Assertion of Restrictions on the Government's Use, Release, or Disclosure of Technical Data or Computer Software". This document is incorporated into this contract as an attachment listed in section J. This Attachment is incorporated herein by reference as if fully set forth. This attachment identifies and provides information pertaining to certain technical data (including computer software documentation) and computer software that the contractor and subcontractors claim to qualify for delivery with less than Unlimited Rights. The contractor agrees not to withhold delivery of the technical data or software based on its claims. Proprietary source code will be delivered in accordance with a mutually agreed upon, no fee license. The Government has not investigated nor agreed to the validity of the contractor's claims and therefore reserves all its rights regarding the technical data/software in question, to include those rights as set forth in the Rights in Technical Data - Noncommercial Items (Nov 1995) clause (DFARS 252.227-7013), the Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation (Jun 1995) clause (DFARS 252.227-7014), and the Validation clauses at DFARS 252.227-7019 and 252.227-7037. The contractor reserves the right to submit additional entries to the aforementioned attachment in accordance with the provisions of paragraphs (e)(3) of DFARS 252.227-7013 and 252.227-7014.

The contractor shall have, maintain, and follow written procedures sufficient to assure that restrictive markings are used only when authorized by the terms of this contract and shall maintain records sufficient to justify the validity of any restrictive markings on any technical data or computer software delivered under this contract. The contractor agrees that the Government has Unlimited Rights in any deliverable technical data or computer software not listed (or appropriately submitted for inclusion) in the attachment and that such data or software will not be subject to any restrictive markings or legends.

The contractor further agrees to update the Attachment prior to completion of the contract and account for any development accomplished exclusively or partially with Government funds. The contractor also certifies for itself and its subcontractors that all claims to Limited or Restricted Rights in the Attachment and updates are or will be based on items, components, or processes (ICP) or computer software "developed" "exclusively at private expense" as those terms are defined in DFARS 252.227-7013 and 252.227-7014.

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H-21 GFP Additional Information:

The government will provide a full battery of equipment for the Road March and [REDACTED] hour emplacement demonstration on an as required basis.

(b)(3)(A)  
(i)&Title 10  
Sec 130 (a)(b)

5. SECTION J – LIST OF ATTACHMENTS is changed to add the following as shown below:

<u>TITLE</u>	<u>DATE</u>	<u># OF PAGES</u>
<u>CLIN 0017:</u> JLENS System Development and Demonstration (SDD) Program Statement of Work	30 Nov 06	37
Contract Data Requirements List (DD Form 1423) Exhibit A with Distribution List & Data Item Nos. B001 through B062	01 Dec 06	63
GFE/GFP/GFS List	13 Dec 06	10
Special Test Equipment/Tooling List	28 Nov 06	2
Indentification and Assertion of Restrictions on the Government's Use, Release, or Disclosure of Technical Data or Computer Software	07 Dec 06	7
JLENS System Performance Specification And Annex A (MIS-PRF-55628) - by reference	01 Nov 06	92
Revised Proposal for JLENS Spiral 2 SDD Volume 2, : Technical (U) – by reference	06 Nov 06	

(End of Summary of Changes)

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AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE	PAGE OF PAGES	
				V	1	2
2. AMENDMENT/MODIFICATION NO. 000133	3. EFFECTIVE DATE 13 Feb 2007	4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (if applicable)		
4. ISSUED BY [REDACTED] NORTHVILLE, MI 48161	CODE W5113M	7. ADMINISTERED BY (Other than Item 6) COMAR RAYTHEON SUPPLEMENTAL ORDER MKT5746 TREASURY MA0096		CODE S2205A		
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) RAYTHEON COMPANY 861 LOWELL STREET ANDOVER, MA 01810				9A. AMENDMENT OF SOLICITATION NO.		
				9B. DATED (SEE ITEM 11)		
				X 10A. MOD. OF CONTRACT/ORDER NO. DA3900-98-C-0001		
				X 10B. DATED (SEE ITEM 13) 30-Jan-1998		
CODE 05716				FACILITY CODE		
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS						
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended.						
<p>Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:</p> <p>(a) By completing Item 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.</p>						
12. ACCOUNTING AND APPROPRIATION DATA (If required)						
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.						
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.						
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.163(B).						
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:						
X D. OTHER (Specify type of modification and authority) Changes Clause						
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return 1 copies to the issuing office.						
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF action headings, including solicitation/contract subject matter where feasible.) Modification Control Number: [REDACTED]						
A. Due to a Standard Procurement by contract, the date shown in Block 10B of the SFSO may be inaccurate. The date should be 30 January 1998.						
B. The purpose of this modification is to update the Cage Code to reflect the move from Raytheon, Bedford, MA facility (Cage Code 04164) to Andover, MA facility (Cage Code 05716).						
C. Except as referenced above the terms and conditions of the original contract remain unchanged.						
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, or heretofore changed, remain unchanged and in full force and effect.						
15A. NAME [REDACTED]				15B. NAME AND TITLE OF CONTRACTOR'S REPRESENTATIVE [REDACTED]		
15B. CONTRACTOR'S ADDRESS [REDACTED]				15C. DATE SIGNED 9 FEB 07		
15C. DATE SIGNED [REDACTED]				15D. CONTRACTOR'S SIGNATURE [REDACTED]		15E. DATE SIGNED 13 Feb 07

EXCEPTION TO SF 30  
APPROVED BY OIRM 11-34

30-105-04

STANDARD FORM 30 (Rev. 10-83)  
Prescribed by GSA  
FAR (48 CFR) 53.243

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SECTION SF 30 BLOCK 14 CONTINUATION PAGE

**SUMMARY OF CHANGES**

The purpose of this Modification P00133 is to change the Cage Code from:

Raytheon Company  
180 Hartwell Road  
Bedford, MA 01730  
[REDACTED]

**(b)(3)(A)**  
**(i)&Title 10**  
**Sec 130 (a)(b)**

To:

Raytheon Company  
350 Lowell Street  
Andover, MA 01810  
[REDACTED]

**(b)(3)(A)**  
**(i)&Title 10**  
**Sec 130 (a)(b)**

(End of Summary of Changes)

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AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES
		V	1   3
2. AMENDMENT/MODIFICATION NO. <b>P00134</b>	3. EFFECTIVE DATE <b>23 FEB 07</b>	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY [REDACTED] US ARMY SPACE AND MISSILE DEFENSE COMMAND [REDACTED] PO BOX 1500 HUNTSVILLE AL 35897-3001	CODE <b>W0113M</b>	7. ADMINISTERED BY (If other than item 6) DCMARAYTHEM 80 APPLE HILL DRIVE MS 12FRB TENNELBURG MA 01876	CODE <b>S2205A</b>
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) RAYTHEON COMPANY 350 LONNELL STREET ANDOVER MA 01810		9A. AMENDMENT OF SOLICITATION NO.	
		9B. DATED (SEE ITEM 11)	
		X 10A. MOD. OF CONTRACT/ORDER NO. DABG80-08-C-0001	
		X 10B. DATED (SEE ITEM 13) 30-Jan-1998	
CODE <b>05710</b>	FACILITY CODE		
<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>			
<input type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended. <input type="checkbox"/> is not extended.			
<p>Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:</p> <p>(a) By completing items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.</p>			
12. ACCOUNTING AND APPROPRIATION DATA (If required)			
<b>13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT ORDERS.</b> IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.			
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.			
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).			
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 43.103(a) Mutual Agmt, FAR 62.232-22, Limitation of Funds & "Changes" Clause			
D. OTHER (Specify type of modification and authority)			
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.			
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number [REDACTED] Due to a Standard Procurement System defect, the data shown in Block 10B of the SF30 may be inaccurate. The data should read 30 January 1998.  The purpose of this Modification P00134 is to create CLIN 0020 (JLENS SDD Systems Tests/Demonstrations) to support [REDACTED] (b)(3)(A)(i)&Title 10 Sec 130 (a)(b) Additional funding in the amount of \$28,342 is provided to support CLIN 0020AA.  Except as referenced above, all other terms and conditions of the original contract remain unchanged.			
Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as herein first changed, remains unchanged and in full force and effect.			
15A. NAME AND ADDRESS OF CONTRACTOR (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
[REDACTED]		[REDACTED]	
15B. CONTRACT NUMBER		16B. [REDACTED]	
[REDACTED]		[REDACTED]	
15C. DATE SIGNED <b>27 MAR 07</b>		16C. DATE SIGNED <b>28 MAR 07</b>	
(Signature of person who signs)		(Signature of Contracting Officer)	

EXCEPTION TO SF 30  
APPROVED BY OIRM 11-84

30-105-04

STANDARD FORM 30 (Rev. 10-83)  
Prescribed by GSA  
FAR (48 CFR) 53.243

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SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION B - SUPPLIES OR SERVICES AND PRICES

SUBCLIN 0020 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0020AA	JLENS SDD System Tests/Demonstrations CPFF	1	LOT		\$28,342.00
	To provide funding for JLENS Support to the [REDACTED] exercise for a NTE amount of \$28,342.00.00. Period of Performance is 23 February 2007 through 30 March 2007. FOB: Destination				(b)(3)(A)(i)&Title 10 Sec 130 (a)(b)
NET AMT					\$28,342.00
ACRN KN					\$28,342.00
CIN: 00000000000000000000000000000000					

SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by \$28,342.00.

SUBCLIN 0020AA:

Funding on SUBCLIN 0020AA is initiated as follows:

ACRN: KN

CIN: 00000000000000000000000000000000

Acctng Data:

AA97704001202187JT0160605166000085848465126J667100F67100FSR:038037PSR:719264DSR:191356PRON

:FIAF1W7005G001

Increase: \$28,342.00

Total: \$28,342.00

(End of Summary of Changes)

--The following items are applicable to this modification:

SECTION C - DESCRIPTIONS AND SPECIFICATIONS  
STATEMENT OF WORK

001237

Revised 23 February 2007

**Joint Land Attack Cruise Missile Defense  
Elevated Netted Sensor Contractor  
Support To [REDACTED]**

(b)(3)(A)(i)&Title 10 Sec 130  
(a)(b)

The Joint Land Attack Cruise Missile Defense Elevated Netted Sensor (JLENS) Product Office (PO) provides support to the [REDACTED] using the JLENS All-Software [REDACTED] is executed at the [REDACTED] and allows for a parametric characterization of the air picture for use in the Operator-in-the-Loop (OITL) environment. The support will provide [REDACTED] hardware and software, along with meeting, integration, and operational support.

(b)(3)(A)  
(i)&Title  
10 Sec 130  
(a)(b)

The following defines the requirements for the contractor support to [REDACTED] E exercises. This work supports the evaluation of [REDACTED]

The contractor shall provide and maintain the simulation hardware (workstations) and simulation software [REDACTED] during the one-week exercises, along with providing a single [REDACTED] operator. The contractor shall provide input of scenario specifics, and operation of the models and simulations during exercises and tests. The contractor shall ensure all activities are controlled, scheduled, monitored, reported, and managed consistent with and supportive of the requirements set forth in this letter.

(b)(3)(A)  
(i)&Title 10  
Sec 130 (a)  
(b)

**Travel required:**

Feb/Mar 07 exercise - 1 trip, 1 week, 1 person

The Contractor shall maintain JLENS hardware and software currently installed at the [REDACTED] in support of this exercise during the one week exercise period. The Contractor shall prepare a trip report in contractor format for the exercise, describing JLENS participation and any issues encountered. Submission the trip report shall constitute formal completion of Raytheon's requirement for this effort.

(b)(3)(A)  
(i)&Title 10  
Sec 130 (a)  
(b)

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Statement of Work (SOW)

JOINT LAND ATTACK CRUISE MISSILE DEFENSE  
ELEVATED NETTED SENSOR  
CONTRACTOR SUPPORT

[REDACTED]

(b)(3)(A)  
(i)&Title 10  
Sec 130 (a)  
(b)

1.0 OBJECTIVES

The Joint Land Attack Cruise Missile Defense Elevated Netted Sensor (JLENS) Product Office (PO) provides support to the [REDACTED]

[REDACTED] exercises using the JLENS All-Software [REDACTED] in [REDACTED] executed at the [REDACTED] and allows for a parametric characterization of the air picture for use in the Operator-in-the-Loop (OITL) environment. The contractor will operate and maintain existing [REDACTED] hardware and software, during the [REDACTED] one week exercise period.

(b)(3)(A)  
(i)&Title 10  
Sec 130 (a)(b)

2.0 SCOPE

2.1 This Statement of Work (SOW) defines the requirements for the contractor support to [REDACTED] exercises. This work supports the evaluation of [REDACTED]

(b)(3)(A)  
(i)&Title 10  
Sec 130 (a)  
(b)

2.2 The contractor shall operate and maintain the simulation hardware (workstations) and software [REDACTED] during this one-week exercise, by providing a single [REDACTED] operator in accordance with the requirements of paragraph 3.2 below. The contractor shall support scenario implementation and operation of the JLENS simulations during the one week exercise and test period.

2.3 Period of Performance for this CLIN is 23 February 2007 through 30 March 2007.

3.0 PROGRAM MANAGEMENT

3.1 General

The contractor shall ensure all activities are controlled, scheduled, monitored, reported and managed consistent with and supportive of the requirements set forth in this SOW.

3.2 Travel

Test exercise support at the [REDACTED]  
Feb/Mar 07 exercise - 1 trip, 1 week, 1 person

(b)(3)(A)  
(i)&Title 10  
Sec 130 (a)(b)

3.3 Deliverables and Data Management

3.3.1 The Contractor shall operate and maintain JLENS hardware and software currently installed at the [REDACTED] during the one week exercise period.

3.3.2 The contractor level of effort during this CLIN shall be limited to those hours bid in Raytheon's [REDACTED] dated 22 February 2007

(b)(3)(A)  
(i)&Title 10  
Sec 130 (a)(b)

3.3.3 The Contractor shall prepare a trip report in contractor format for the exercise describing JLENS participation and any issues encountered. Submission of this trip report constitutes formal completion of Raytheon's requirements under this CLIN

001250

**DEPARTMENT OF DEFENSE  
CONTRACT SECURITY CLASSIFICATION SPECIFICATION**

*(The requirements of the DoD Industrial Security Manual apply to all aspects of this effort)*

**1. CLEARANCE AND SAFEGUARDING**

a. FACILITY CLEARANCE REQUIRED	(b)(7)(E)
b. LEVEL OF SAFEGUARDING REQUIRED	(b)(7)(E)

<b>2. THIS SPECIFICATION IS FOR: (X and complete as applicable)</b>		<b>3. THIS SPECIFICATION IS: (X and complete as applicable)</b>	
<input checked="" type="checkbox"/> a. PRIME CONTRACT NUMBER	<input checked="" type="checkbox"/> a. ORIGINAL (Complete date in all cases)	Date (YYYYMMDD)	20070202
<input type="checkbox"/> b. SUBCONTRACT NUMBER	<input type="checkbox"/> b. REVISED (Supersedes all previous specs)	Revision No.	Date (YYYYMMDD)
<input type="checkbox"/> c. SOLICITATION OR OTHER NUMBER	Due Date (YYYYMMDD)	<input type="checkbox"/> c. FINAL (Complete Item 5 in all cases)	Date (YYYYMMDD)

**4. IS THIS A FOLLOW-ON CONTRACT?**  YES  NO. If Yes complete the following

Classified material received or generated under \_\_\_\_\_ (Preceding Contract Number) is transferred to this follow-on contract

**5. IS THIS A FINAL DD FORM 254?**  YES  NO. If Yes complete the following

In response to the contractor's request dated \_\_\_\_\_, retention of the identified classified material is authorized for the period of \_\_\_\_\_

**6. CONTRACTOR (Include Commercial and Government Entity (CAGE) Code)**

a. NAME, ADDRESS, AND ZIP CODE Raytheon Company 350 Lowell Street Andover, MD 01810	b. CAGE CODE 5M057	c. COGNIZANT SECURITY OFFICE (Name, Address, and Zip Code)
--	-----------------------	--

**7. SUBCONTRACTOR**

a. NAME, ADDRESS, AND ZIP CODE	b. CAGE CODE	c. COGNIZANT SECURITY OFFICES (Name, Address, and Zip Code)
--------------------------------	--------------	---

**ACTUAL PERFORMANCE**

a. LOCATION	b. CAGE CODE	c. COGNIZANT SECURITY OFFICE (Name, Address, and Zip Code)
-------------	--------------	--

**9. GENERAL IDENTIFICATION OF THIS PROCUREMENT**

Contractor support to \_\_\_\_\_ exercise. (b)(3)(A)(i)&Title 10 Sec 130 (a)(b)

(b)(7)(E) (b)(7)(E)

<b>10. THIS CONTRACT WILL REQUIRE ACCESS TO:</b>	<b>11. IN PERFORMING THIS CONTRACT, THE CONTRACTOR WILL:</b>
a. COMMUNICATIONS SECURITY (COMSEC) INFORMATION	a. HAVE ACCESS TO CLASSIFIED INFORMATION ONLY AT ANOTHER CONTRACTOR'S FACILITY OR A GOVERNMENT ACTIVITY
b. RESTRICTED DATA	b. RECEIVE CLASSIFIED DOCUMENTS ONLY
c. CRITICAL NUCLEAR WEAPON DESIGN INFORMATION	c. RECEIVE AND GENERATE CLASSIFIED MATERIAL
d. FORMERLY RESTRICTED DATA:	d. FABRICATE, MODIFY, OR STORE CLASSIFIED HARDWARE
e. INTELLIGENCE INFORMATION:	e. PERFORM SERVICES ONLY
(1) Sensitive Compartmented Information (SCI)	f. HAVE ACCESS TO U.S. CLASSIFIED INFORMATION OUTSIDE THE U.S., PUERTO RICO, U.S. POSSESSIONS AND TRUST TERRITORIES
(2) Non-SCI	g. BE AUTHORIZED TO USE THE SERVICES OF DEFENSE TECHNICAL INFORMATION CENTER (DTIC) OR OTHER SECONDARY DISTRIBUTION CENTER
f. SPECIAL ACCESS INFORMATION	h. REQUIRE A COMSEC ACCOUNT
g. NATO INFORMATION	i. HAVE A TEMPEST REQUIREMENT
h. FOREIGN GOVERNMENT INFORMATION	j. HAVE OPERATIONS SECURITY (OPSEC) REQUIREMENTS
i. LIMITED DISSEMINATION INFORMATION	k. BE AUTHORIZED TO USE THE DEFENSE COURIER SERVICE
j. FOR OFFICIAL USE ONLY INFORMATION	l. OTHER (Specify).
k. OTHER (Specify)	

001251

**7. PUBLIC RELEASE.** Any information (classified or unclassified) pertaining to this contract shall not be released for public dissemination except as provided by the Industrial Security Manual or unless it has been approved for public release by appropriate U.S. Government authority. Proposed public release shall be submitted for approval prior to release.

Direct

Through (Specify):

Program Executive Office Missiles and Space [REDACTED] Redstone Arsenal AL 35898-0000. (b)(6)

to the Directorate for Freedom of Information and Security Review, Office of the Assistant Secretary of Defense (Public Affairs)\* for review.  
\*In the case of non-DoD User Agencies, requests for disclosure shall be submitted to that agency.

**13. SECURITY GUIDANCE.** The security classification guidance needed for this effort is identified below. If any difficulty is encountered in applying this guidance or if any other contributing factor indicates a need for changes in this guidance, the contractor is authorized and encouraged to provide recommended changes. To challenge the guidance or classification assigned to any information or material furnished or generated under this contract, and to submit any questions for interpretation of this guidance to the official identified below. Pending final decision, the information involved shall be handled and protected at the highest level of classification assigned or recommended. (Fill in as appropriate for the classified effort. Attach, or forward under separate correspondence, any document/guides/extracts referenced herein. Add additional pages as needed to provide complete guidance.)

See continuation sheet.

**14. ADDITIONAL SECURITY REQUIREMENTS.** Requirements, in addition to ISM requirements, are established for this contract. (If Yes, identify the pertinent contractual clauses in the contract document itself, or provide an appropriate statement which identifies the additional requirements. Provide a copy of the requirements to the cognizant security office. Use Item 13 if additional space is needed.)

Yes

No

**15. INSPECTIONS.** Elements of this contract are outside the inspection responsibility of the cognizant security office. (If Yes, explain and identify specific areas or elements carved out and the activity responsible for inspections. Use Item 13 if additional space is needed.)

Yes

No

**16. CERTIFICATION AND SIGNATURE.** Security requirements stated herein are complete and adequate for safeguarding the classified information to be released or generated under this classified effort. All questions shall be referred to the official named below.

a. TYPED NAME OF CERTIFYING OFFICIAL

b. TITLE

c. TEL. EXTENSION (Include Area Code)

d. ADDRESS (include ZIP Code)

SFAE-MSLS  
Redstone Arsenal, AL 35898

**17. REQUIRED DISTRIBUTION**

a. CONTRACTOR

b. SUBCONTRACTOR

c. COGNIZANT SECURITY OFFICE FOR PRIME AND SUBCONTRACTOR

d. U.S. ACTIVITY RESPONSIBLE FOR OVERSEAS SECURITY ADMINISTRATION

e. ADMINISTRATIVE CONTRACTING OFFICER

f. OTHERS AS NECESSARY

e. SIGNATURE

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06 Feb 07

## Statement of Work (SOW)

### JOINT LAND ATTACK CRUISE MISSILE DEFENSE ELEVATED NETTED SENSOR CONTRACTOR SUPPORT TO

[REDACTED]

(b)(3)(A)  
(i)&Title  
10 Sec 130  
(a)(b)

#### 1.0 OBJECTIVES

The Joint Land Attack Cruise Missile Defense Elevated Netted Sensor (JLENS) Product Office (PO) provides support to the [REDACTED] [REDACTED] exercises using the JLENS All-Software PTIR/SuR Emulation in Real time [REDACTED] is executed at the [REDACTED] [REDACTED] and allows for a parametric characterization of the air picture for use in the Operator-in-the-Loop (OITL) environment. The support will provide [REDACTED] simulation hardware and software, along with meeting, integration, and operational support.

(b)(3)(A)  
(i)&Title  
10 Sec  
130 (a)  
(b)

#### 2.0 SCOPE

2.1 This Statement of Work (SOW) defines the requirements for the contractor support to [REDACTED] This work supports the evaluation of advanced concepts for cruise missile defense, [REDACTED]

(b)(3)(A)  
(i)&Title  
10 Sec  
130 (a)  
(b)

2.2 The contractor shall provide and maintain the simulation hardware (workstations) and simulation software [REDACTED] for these exercises, along with providing [REDACTED] operators in accordance with the requirements of paragraph 3.2 below. The contractor shall provide input of scenario specifics, and operation of the models and simulations during exercises and tests. The operator support is provided to allow integrating JLENS into the operational air defense environment.

#### 3.0 PROGRAM MANAGEMENT

##### 3.1 General

The contractor shall ensure all activities are controlled, scheduled, monitored, reported, and managed consistent with and supportive of the requirements set forth in this SOW.

##### 3.2 Travel

Integration and test exercise preparation at the [REDACTED]  
Feb/Mar 07 exercise – Integration support for this exercise will be provided by telephone

(b)(3)(A)  
(i)&Title  
10 Sec 130  
(a)(b)

Test exercise support at the [REDACTED]  
Feb/Mar 07 exercise [REDACTED]

(b)(4)

(b)(3)(A)  
(i)&Title  
10 Sec 130  
(a)(b)

001255

06 Feb 07

### 3.3 Deliverables and Data Management

3.3.1 The Contractor shall maintain JLENS hardware and software currently installed at the [REDACTED] in support of this exercise.

(b)(3)(A)  
(i)&Title 10  
Sec 130 (a)(b)

3.3.2 The Contractor shall prepare a trip report in contractor format for the exercise, describing JLENS participation and any issues encountered.

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AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES	
			V	1	2
2. AMENDMENT/MODIFICATION NO. 00135	3. EFFECTIVE DATE 11-May-2007	4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If applicable)	
6. ISSUED BY [REDACTED] MISSILE DEFENSE COMMAND HUNTSVILLE AL 35807-3801 (b)(6)	CODE WB113M	7. ADMINISTERED BY (If other than item 6) DCMA RAYTHEON 80 APPLE HILL DRIVE MS T2FR2 TEMPERBURY MA 01876		CODE S2205A (b)(6)	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) RAYTHEON COMPANY 360 LOWELL STREET ANDOVER MA 01810			9A. AMENDMENT OF SOLICITATION NO.		
			9B. DATED (SEE ITEM 11)		
			X	10A. MOD. OF CONTRACT/ORDER NO. DASG60-98-C-0001	
			X	10B. DATED (SEE ITEM 13) 23-Feb-2007	
CODE 05716			FACILITY CODE		
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided such telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).					
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:					
X D. OTHER (Specify type of modification and authority) H-19					
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number [REDACTED] (b)(6) Due to a Standard Procurement System defect, the date shown in Block 10B of the SF30 may be inaccurate. The date should be 30 January 1998. The purpose of this modification is to obligate additional funding in the amount of \$3,500,000 to CLIN 0017AA. All other terms and conditions remain unchanged.					
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.					
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) (b)(6)		
B. CONTRACTOR/OFFEROR			16B. UNITED STATES OF AMERICA		
15C. DATE SIGNED			16C. DATE SIGNED		
(Signature of person authorized to sign)			(Signature of Contracting Officer)		

EXCEPTION TO SF 30

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STANDARD FORM 30 (Rev. 10-87)

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

**SUMMARY OF CHANGES**

SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

SUBCLIN 0017AA:

KM: 21 7 2040 5L 5L68 P172419E555L 255Y 4M7J730000 S01021 4M7J730000/74MJLE/4M is increased by \$3,500,000.00.

(End of Summary of Changes)

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AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT CODE V	PAGE OF PAGES 1   2
2. AMENDMENT/ORDER NO. <b>P00136</b>		3. EFFECTIVE DATE <b>28-May-2007</b>		4. REQUIREMENTS/PCREAS REQ. NO.	
5. PROJECT NO. (if applicable)		6. ISSUED BY [Redacted] NORTHVILLE MI 48157-3001		7. ADMINISTERED BY (if different from) DOMINIC W. WHELAN SPECIALIST, DPMW MST/SP2 TEMPORARY (SA 0050)	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) BOWTREN COMPANY 1800 W. BELL AVENUE ANDOVER MA 01810		9A. AMENDMENT OF SOLICITATION NO.		9B. DATED (SEE ITEM 11)	
CODE 0075		FACILITY CODE		10A. MOD. OF CONTRACT/ORDER NO. [Redacted]	
				10B. DATED (SEE ITEM 13) 30-Jun-1998	
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The law and date specified through receipt of OIR: <input type="checkbox"/> is amended, <input type="checkbox"/> is not amended. OIR and solicitation cover of this amendment prior to the above and date specified in the solicitation or is amended by one of the following methods: (1) by completing Items 8 and 15, and returning _____ copies of this amendment; (2) by electronic signature of this amendment on each copy of the solicitation; or (3) by computer or other means which include a signature to the solicitation and amendment number. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED SHALL RESULT IN FORFEITURE OF YOUR OFFER. Any change of this amendment you desire to change after it is submitted, such change may be made by telephone or letter, provided such change or letter is submitted to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA (if required)					
13. THIS ITEM APPLIES ONLY TO MODIFICATION OF CONTRACT/ORDER IF IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
B. THE ABOVE NUMBERED CONTRACT/ORDER IS REQUIRED TO REFLECT THE ADMINISTRATIVE CHANGES (such as change in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 48.102(b).					
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:					
<input checked="" type="checkbox"/> D. OTHER (Specify type of modification and authority) "Changes" and FAR 48.102(b) Mutual Agreement					
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Categorized by UCF action heading, including solicitation contract subject matter when specific) Modification Contract Number [Redacted] (b)(6)					
A. Due to a Standard Procurement System (SPS) error, the date shown in Block 10B of the SPS may be inaccurate. The date should be 30 January 1998.					
B. The purpose of this modification is to incorporate the Cost and GFI are Data Reporting (CDR) Form in Appendix C.					
C. Update CDR Data Items 5025 and 5027.					
D. All other terms and conditions remain unchanged.					
Except as provided herein, all terms and conditions of the document referred to in Item 8A or 10A, as hereinafter changed, remain unchanged and in full force and effect.					
15A. NAME AND TITLE OF CONTRACTOR (Type or print)		15B. NAME AND TITLE OF CONTRACTOR (Type or print)			
[Redacted]		[Redacted] (b)(6)			
15C. DATE SIGNED		15D. DATE SIGNED		15E. DATE SIGNED	
[Redacted]		31 MAY 07		[Redacted] 04-Jun-2007	

(b)(6)  
(6)

(b)(6)  
(6)

(b)(6)  
(6)

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SECTION SF 30 BLOCK 14 CONTINUATION PAGE

**SUMMARY OF CHANGES**

**SECTION J - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS**

The following have been modified:

J-1

**SECTION J - LIST OF ATTACHMENTS:**

**Section J is changed as shown below:**

<u>TITLE</u>	<u>DATE</u>	<u># OF PAGES</u>
<b>CLIN 0017: JLENS System Development and Demonstration (SDD) Program Statement of Work (Revised by Incorporating CSDR Plans dated 20 Febr 2007 in Appendix C per Modification P00136)</b>	<b>30 Nov 06 - (Revised 20 Febr 07)</b>	<b>37</b>
<b>Contract Data Requirements List (DD Form 1423) Exhibit A with Distribution List &amp; Data Item Nos. B001 through B062 (Replace Data Item Nos. B026 and B027, only Per Modification P00136)</b>	<b>01 Dec 06  (Revised 05 Apr 07)</b>	<b>63</b>

(End of Summary of Changes)

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Incorporated 29 May 2007 per Mod P00136  
Contract DASG60-98-C-0001

**SOW SW-JLENS-SDD-2006 – 30 November 2006**

**APPENDIX C  
COST AND SOFTWARE DATA REPORTING PLAN**

**(30 Nov 2006 Appendix C originally left blank. Approved CSDR's dated 20 February 2007 incorporated per Modification P00136. Also, see CDRL CLIN 0018, Data Items B026 and B027 dated 05 April 2007 updated to reflect the incorporation of Appendix C).**

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Approved to 0704-0188

CO: FTWARE DATA REPORTING PLAN

Public reporting burden for this collection of information is estimated to average 15 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden to Department of Defense, Washington Headquarters Service, Directorate for Information Operations and Reports (0704-0188), 1215 Jefferson Davis Highway, Suite 1204 Arlington, VA 22202-4302. Respondents should be aware that notwithstanding any other provisions of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number. PLEASE DO NOT RETURN YOUR FORM TO THE ABOVE ADDRESS.

1a. PROGRAM <b>Joint Land Attack Cruise Missile Defense Elevated Netted Sensors</b>		2a. WEAPON SYSTEM TYPE <b>Electronic/Automated Software System</b>	3. SUBMISSION TYPE <input type="checkbox"/> INITIAL SUBMISSION <input checked="" type="checkbox"/> CHANGE	4. DATE AS OF (MM/DD/YY) <b>3/7/2006</b>	5. REPORT DATE (MM/DD/YY) <b>1/17/2007</b>
1b. MILESTONE A <input type="checkbox"/> B <input checked="" type="checkbox"/> C: LRIP <input type="checkbox"/> C: PROD <input type="checkbox"/>		6b. TELEPHONE NUMBER (include area code) [REDACTED]		7. WBS <input type="checkbox"/> PROGRAM <input checked="" type="checkbox"/> CONTRACT	
6. POINT OF CONTACT (POC) INFORMATION a. POC AND ADDRESS (Include ZIP Code) <b>JLENS Product Office ATTN: [REDACTED] Program Executive Office - Missile and Space, SFAE-MSLS-CMDS-JLN P.O. BOX 1500, Huntsville, Alabama 35807-3801</b>		6c. FAX NUMBER (include area code) [REDACTED]		8. PREPARING ORGANIZATION <b>JLENS Product Office - SFAE-MSLS-CMDS-JLN</b>	
		6d. [REDACTED]		9. REVIEW AND REFERENCE NUMBER <b>A-04-I-C1 (R1)</b>	

10. WBS ELEMENT CODE		11. WBS REPORTING ELEMENTS		12. CONTRACTOR (DUNS Code)	13. CONTRACT NUMBER	14. REPORT FREQUENCY			
a. PROGRAM	b. CONTRACT					a. DD 1821 REQUIRED	b. DD 1821-1 (Part I) REQUIRED	c. DD 1821-1 (Part II) REQUIRED	d. DD 2630 REQUIRED
1.0	1.0					X	X		X
1.1	1.1					X	X		
1.1.1	1.1.1					X	X	X	
1.1.2	1.1.2					X	X	X	
1.1.2	1.1.2.1					X	X	X	
1.1.2	1.1.2.1.1					X			
1.1.2	1.1.2.1.2					X			
1.1.2	1.1.2.1.3					X			
1.1.2	1.1.2.1.4					X			
1.1.2	1.1.2.1.5					X			
1.1.2	1.1.2.1.6					X			
1.1.2	1.1.2.1.7					X			
1.1.2	1.1.2.2					X	X		X
1.1.2	1.1.2.3					X	X		
1.1.2	1.1.2.4					X	X		
1.1.3	1.1.3					X	X	X	
1.1.3	1.1.3.1					X	X	X	
1.1.3	1.1.3.1.1					X			
1.1.3	1.1.3.1.2					X			
1.1.3	1.1.3.1.3					X			
1.1.3	1.1.3.1.4					X			
1.1.3	1.1.3.1.5					X			
1.1.3	1.1.3.1.6					X			
1.1.3	1.1.3.1.7					X			
1.1.3	1.1.3.2					X	X		X
1.1.3	1.1.3.3					X	X		
1.1.3	1.1.3.4					X	X		
1.1.4	1.1.4					X	X	X	
1.1.4	1.1.4.1					X			
1.1.4	1.1.4.2					X			
1.1.4	1.1.4.3					X			
1.1.5	1.1.5					X	X	X	
1.1.5	1.1.5.1					X	X	X	
1.1.5	1.1.5.1.1					X			
1.1.5	1.1.5.1.2					X			
1.1.5	1.1.5.1.3					X			
1.1.5	1.1.5.2					X	X		X
1.1.5	1.1.5.2.1					X	X		X
1.1.5	1.1.5.2.2					X	X		X
1.1.5	1.1.5.2.3					X	X		
1.1.5	1.1.5.3					X	X		

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DD FORM 2794, OCT 2002

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(b)(3)(A)  
(i) & Title 10 Sec 130 (a)(b)

(b)(3)(A)  
(i) & Title 10 Sec 130 (a)(b)



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15a SUBMISSION	15b FORM	15c EVENT	15d AS OF DATE	15e DUE DATE
1			2/28/2007	4/30/2007
2			2/28/2008	4/30/2008
3			2/28/2009	4/30/2009
4			2/28/2010	4/30/2010
5			2/28/2011	4/30/2011
6			2/28/2012	4/30/2012
7			9/30/2012	11/30/2012
8			2/28/2007	4/30/2007
9			6/15/2008	8/15/2008
10			1/31/2010	3/30/2010
11			1/31/2010	3/30/2010
12			10/5/2010	12/5/2010
13			9/30/2012	11/30/2012
14			1/3/2008	3/3/2008
15			11/29/2009	1/29/2010
16			6/1/2009	8/1/2009
17			8/30/2010	10/30/2010
18			8/30/2010	10/30/2010
19			2/28/2011	4/29/2011
20			9/30/2012	11/30/2012
21			8/13/2008	10/13/2008
22			9/23/2009	11/23/2009
23			12/12/2009	2/12/2010
24			12/14/2010	2/14/2011
25			9/30/2012	11/30/2012
26			9/30/2012	11/30/2012

**SPECIAL CONTRACTOR INSTRUCTIONS**

The contractor is required to provide unit cost and hour in the Progress Curve Report, DD Form 1921-1 (Part II). In section A (A1 through An), in each column, report incurred cost and hour data (unit-by-unit) for each unit completed. (Include all completed units whether designated as test, operational, or spare. Do not report on items such as spare parts or mock-ups, which represent only partially completed units.) If needed, additional columns may be added sequentially (i.e., A5, A6, etc.). In column B, Work-in-Process (WIP), enter incurred cost and hour data for all units started but not yet completed during the reporting period. (The sum of cost and hour data reported in section A and column B should match respective cost/hour data incurred to date on the Functional Cost-Hour Report column E). In column C, enter estimates for recurring cost and hour data to complete the work-in-process, and to complete remaining units. (The sum of cost and hour data reported in section A, column B, and column C should match respective cost/hour data estimated at completion on the Functional Cost-Hour Report column F).

(b)(3)(A)(i)&Title 10 Sec 130 (a)(b)

(b)(3)(A)(i)&Title 10 Sec 130 (a)(b)

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14a SUBMISSION	15b FORM	15 CCOR SUBMISSION	15c EVENT	Dates to be Completed at Contract Submission	
				15d AS OF DATE	15e DUE DATE
1				2/28/2007	4/30/2007
2				2/28/2008	4/30/2008
3				2/28/2009	4/30/2009
4				2/28/2010	4/30/2010
5				2/28/2011	4/30/2011
6				2/28/2012	4/30/2012
7				9/30/2012	11/30/2012
8				2/28/2007	4/30/2007
9				8/13/2008	10/13/2008
10				9/23/2009	11/23/2009
11				12/12/2009	2/12/2010
12				12/14/2010	2/14/2011
13				9/30/2012	11/30/2012

**PROGRAM OVERVIEW AND CONTRACTING APPROACH**

1. Special Contractor Instructions

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(b)(3)(A)(i)&Title 10 Sec 130 (a)(b)

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(b) (6)

Form Approved  
OMB No. 0704-0188

Public reporting burden for this collection of information is estimated to average 15 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden to Department of Defense, Washington Headquarters Service, Directorate for Information Operations and Reports (0704-0188), 1215 Jefferson Davis Highway, Suite 1204 Arlington, VA 22202-4302. Respondents should be aware that notwithstanding any other provisions of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number. PLEASE DO NOT RETURN YOUR FORM TO THE ABOVE ADDRESS.

1a PROGRAM Joint Land Attack Cruise Missile Defense Elevated Netted Sensor (JLENS)		2a WEAPON SYSTEM TYPE Electronic/Automated Software		3 SUBMISSION TYPE <input type="checkbox"/> INITIAL SUBMISSION <input checked="" type="checkbox"/> CHANGE		4. DATE AS OF (MM/DD) & REPORT DATE (MM/DD/YY) 3/7/2006 1/17/2007	
1b MILESTONE A <input type="checkbox"/> B <input checked="" type="checkbox"/> C: LRIP <input type="checkbox"/> C: PROD <input type="checkbox"/>		6b TELEPHONE NUMBER (include area code) [REDACTED]		7 WBS <input type="checkbox"/> PROGRAM <input checked="" type="checkbox"/> CONTRACT		8. PREPARING ORGANIZATION JLENS Product Office - SFAE-MSLS-CMDS-JLN	
6 POINT OF CONTACT (POC) INFORMATION a. POC AND ADDRESS (include ZIP Code) JLENS Product Office ATTN: [REDACTED] Program Executive Office - Missile and Space, SFAE-MSLS-CMDS-JLN P.O. BOX 1500, Huntsville, Alabama 35807-3801		6c FAX NUMBER (include area code) [REDACTED]		6d E-MAIL [REDACTED]		9. REVIEW AND REFERENCE NUMBER A-04-I-C1-S2(R)	

10 WBS ELEMENT CODE		11 WBS REPORTING ELEMENTS		12 CONTRACTOR (UNCLAS)	13 CONTRACT NUMBER	14 REPORT FREQUENCY			
a. PROGRAM	b. CONTRACT					a. DD 1921 REQUIRED	b. DD 1921-1 (Part I) REQUIRED	c. DD 1921-1 (Part II) REQUIRED	d. DD 2630 REQUIRED
111	10	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	X	X		X
111	11	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	X	X	X	
111	11.1	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	X	X	X	
111	11.1.1	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	X			
111	11.1.2	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	X			
111	11.1.3	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	X			
111	11.1.4	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	X			
111	11.2	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	X	X	X	
111	11.2.1	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	X			
111	11.2.2	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	X			
111	11.2.3	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	X			
111	11.3	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	X	X	X	
111	11.4	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	X	X		
111	11.4.1	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	X			
111	11.4.2	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	X			
111	11.4.3	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	X			
111	11.4.4	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	X			
111	11.4.5	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	X			
111	11.4.6	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	X			
111	11.5	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	X	X		X
111	11.6	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	N/A			
111	11.7	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	X	X		
111	12	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	N/A			
111	13	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	X	X		
111	13.1	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	X			
111	13.2	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	X			
111	14	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	X	X		
111	15	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	N/A			
111	16	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	X			
111	17	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	N/A			
111	18	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	N/A			
111	19	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	N/A			
111	110	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	N/A			
111	111	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	X			

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DD FORM 2796, OCT 2003

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Page 1 of 3

(b) (3) (A)  
(j) & Title 10 Sec 130 (a) (b)

(b) (3) (A)  
(j) & Title 10 Sec 130 (a)  
(b)



001283

15a SUBMISSION	15b FORM	15c CDR SUBMISSION	15c EVENT	15d AS OF DATE	15e DUE DATE
1				2/28/2007	4/30/2007
2				2/28/2008	4/30/2008
3				2/28/2009	4/30/2009
4				2/28/2010	4/30/2010
5				2/28/2011	4/30/2011
6				2/28/2012	4/30/2012
7				9/30/2012	11/30/2012
8				2/28/2007	4/30/2007
9				10/14/2009	12/14/2009
10				9/30/2012	11/30/2012

**PROGRAM OVERVIEW AND CONTRACTING APPROACH**

**1. Special Contractor Instructions**

The contractor is required to provide unit cost and hour in the Progress Curve Report, DD Form 1921-1 (Part II). In section A (A1 through An), in each column, report incurred cost and hour data (unit-by-unit) for each unit completed. (Include all completed units whether designated as test, operational, or spare. Do not report on items such as spare parts or mock-ups, which represent only partially completed units.) If needed, additional columns may be added sequentially (i.e., A5, A6, etc.). In column B, Work-in-Process (WIP), enter incurred cost and hour data for all units started but not yet completed during the reporting period. (The sum of cost and hour data reported in section A and column B should match respective cost/hour data incurred to date on the Functional Cost-Hour Report column E). In column C, enter estimates for recurring cost and hour data to complete the work-in-process, and to complete remaining units. (The sum of cost and hour data reported in section A, column B, and column C should match respective cost/hour data estimated at completion on the Functional Cost-Hour Report column F).

(b)(3)(A)(i)&Title 10 Sec 130 (a)(b)

(b)(3)(A)(i)&Title 10 Sec 130 (a)(b)



CONTRACT DATA REQUIREMENTS LIST (1 Data Item)				Form Approved OMB No. 0704-0188			
Public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Service, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DO NOT RETURN your form to either of these addresses. Send completed form to the Government Issuing Contracting Officer for the Contract/PR NO listed in Block E.							
A. OLN		B. Exhibit		C. Category			
18		A		<input type="radio"/> TDP <input type="radio"/> TM <input checked="" type="radio"/> Other			
D. System/Item				E. Contract/PR No		F. Contractor	
JLENS SDD				DASG00-02-C-0001		Raytheon	
1. ECONO		2. Title of Data Item				3. Subtitle	
8027		Functional Cost-Hour and Progress Curve Report DD Form 1621-1				Contractor Cost Data Reporting	
A. Authority (DID)		Rev		5. Contract Reference		8. Requiring Office	
DI-FNCL-61588A				SOW para 2.6.2		8FAE-MBLS-CMDS-PM-FM-CA	
7. DD294 Reg.		a. Dist.		10. Frequency		12. First Sub. Date	
LT				See Bk 16		See Bk 16	
9. APP Code		F		11. AOD		13. Subseq Sub. Date	
NA				N/A		See Bk 16	
14. Distribution							
a. Address				b. Copies			
				Draft		Final	
						Reg	
						Repro	
15. Remarks							
Bk 6: The Government will provide approval/approval thirty days after receipt. The contractor shall resubmit corrected version twenty days after receipt of Government comments. Bk 6: Distribution F: Further dissemination only as directed by the Cruise Missile Defense Systems Project Office, 8FAE-MBLS-CMDS-PE-CM, Redstone Arsenal, AL 35894-6000, 24 March 2000.							
Blocks 10, 12, & 13 - Initial and follow up submits shall be in accordance with CSDR Plan, Document #s A-04-I-C1(R1), A-04-I-C1-S1(R), and A-04-I-C1-S2(R) dated February 20, 2007, included as appendix C.							
Submit reports IAW CAIG Chair-approved Contract and Software Data Reporting (CSDR) Plan provisions and the CCDR Manual (DoD 8000.AM-1 (for guidance only)). The CCDR Manual is available from the DCARC web site - <a href="http://dcdr.psa.osd.mil">http://dcdr.psa.osd.mil</a> . The responsible DOD office for receiving and storing all CCDR related formats is: Defense Cost and Resource Center (DCARC) 1111 Jefferson Davis Highway PO Box 006 Arlington, VA 22202							
Prepare CCDR in electronic format in accordance with the detailed instructions contained in Data Item Description DI-FNCL-61588A. Prime contractors are responsible for flowing down CCDR requirements contained in their prime contracts to all subcontractors who meet the reporting thresholds. This includes requiring subcontractors to electronically report directly to the DCARC.							
Bk 14: Electronic delivery of this data item IAW the SOW. Notify JLENS Product Office Data Management OPR at <a href="mailto:matricedcmth@msl.army.mil">matricedcmth@msl.army.mil</a> portal or repository. Submit electronically to OSD at <a href="mailto:CCDRPO@OSD.pentagon.mil">CCDRPO@OSD.pentagon.mil</a> . Letter of transmittal must be signed electronically. The data item shall be delivered in one or more of the MS Office documents.							
16. Total				8		2	
G. Report		H. Date		I. Date		J. Date	
		04/08/07				04/08/07	
17. Price/Block 10: Estimated Total Price				Page No. 27 Of Page No. 63			
DD Form 1423-1, Jun 80 (Computer Generated) Previous editions are obsolete							

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**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

1. CONTRACT ID CODE: V  
PAGE OF PAGES: 1 | 2

2. AMENDMENT/MODIFICATION NO.: 00137  
3. EFFECTIVE DATE: 25-Jul-2007  
4. REQUISITION/PURCHASE REQ. NO.:  
5. PROJECT NO. (if applicable):

6. ISSUED BY: [REDACTED] CODE: W9113M  
7. ADMINISTERED BY (If other than item 6): DCMA RAYTHEON, 50 APPLE HILL DRIVE, M/S T2FR2, TEWKSBURY MA 01876 CODE: S2205A  
*(b)(6)*

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code): RAYTHEON COMPANY, 350 LOWELL STREET, ANDOVER MA 01810  
9A. AMENDMENT OF SOLICITATION NO.:  
9B. DATED (SEE ITEM 11):  
X 10A. MOD. OF CONTRACT/ORDER NO. DASG60-98-C-0001  
X 10B. DATED (SEE ITEM 13): 30-Jan-1998

CODE 05716 FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS  
 The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of offer  is extended.  is not extended.  
 Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:  
 (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)  
See Schedule

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT/ORDERS  
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

X D. OTHER (Specify type of modification and authority)  
H-19; Limitation of Funds

E. IMPORTANT: Contractor  is not,  is required to sign this document and return \_\_\_\_\_ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
 Modification Control Number: [REDACTED] *(b)(6)*  
 Due to a Standard Procurement System defect, the date shown in Block 10B of the SF30 may be inaccurate. The date should be 30 January 1998.  
 The purpose of this modification is to obligate additional funding in the amount of \$500,000 to CLIN 0017AA.  
 All other terms and conditions remain unchanged.

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

15A. NAME AND TITLE OF SIGNER (Type or print): [REDACTED]  
 15B. NAME AND TITLE OF CONTRACTING OFFICER (Type or print): [REDACTED] *(b)(6)*  
 CONTRACTOR/OFFEROR: [REDACTED] 15C. DATE SIGNED: [REDACTED]  
 15D. UNITED STATES OF AMERICA: [REDACTED] 15E. DATE SIGNED: 25-Jul-2007  
 (Signature of person authorized to sign) (Signature of Contracting Officer)

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

**SUMMARY OF CHANGES**

SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

SUBCLIN 0017AA:

KN: 21 7 2040 5L 5L68 P172419E555L 255Y 4M7J730000 S01021 4MJ730000/74MJLE/4M is increased by \$500,000.

(End of Summary of Changes)

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AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACTED CODE V	PAGE OF PAGES 1   2	
2. AMENDMENT IDENTIFICATION NO. <b>PO0138</b>		3. EFFECTIVE DATE <b>15-Aug-2007</b>	4. REQUESTOR/PURCHASE REQ. NO.		5. PROJECT NO. (SPP/IS/MS/IS)	
6. ISSUED BY [Redacted]		CODE <b>000138</b>	7. ADMINISTERED BY (Other than Issuer) [Redacted]		CODE <b>0220A</b>	
8. NAME AND ADDRESS OF CONTRACTOR (City, Street, County, State and Zip Code) [Redacted]			9A. AMENDMENT OF SOLICITATION NO.			
			9B. DATED (SEE ITEM 11)			
			X 9A. NO. OF CONTRACT ORDER NO. <b>000000000</b>			
			X 9B. DATED (SEE ITEM 13) <b>22-Jan-2008</b>			
CODE OR/IS		FACILITY CODE				
<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>						
<input type="checkbox"/> The above amendment is completed in accordance with Item 14. The above amendment is a: <input type="checkbox"/> is amended, <input type="checkbox"/> is not amended. Contract amendments of this amendment refer to the contract and are made by one of the following methods: (a) By executing Item Form 15, and attaching copies of the amendment, (b) By attaching a copy of the amendment to each copy of the amendment; or (c) By separate letter of agreement which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF CHANGES FROM THE HOUR AND DATE SPECIFIED MAY RESULT IN FORFEITURE OF YOUR BID. The value of this amendment you desire to change is: \$_____. Such change may be made by separate letter, provided such letter contains information sufficient to identify the amendment and this amendment, and is made prior to the opening hour and date specified.						
<b>12. ACCOUNTING AND APPROPRIATION DATA (Required)</b> See Schedule						
<b>13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT ORDERS IT MODIFIES THE CONTRACT ORDER NO. AS DISCUSSED IN ITEM 14.</b>						
A. THIS CHANGE ORDER IS BEING FURNISHED TO: (Specify authority) THE CHANGES REFERRED TO IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.						
B. THE ABOVE MENTIONED CONTRACT ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as change in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF PAR 43.100 (c).						
C. THE SUPPLEMENTAL AGREEMENT MENTIONED IN ITEM 14 IS PURSUANT TO AUTHORITY OF:						
X D. OTHER (Specify type of modification and authority) PAR 43.100 (c) Mutual Agreement & "Changes" Clause						
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return copies to the issuing office.						
<b>14. DESCRIPTION OF AMENDMENT/MODIFICATION (Required by UCF section headings, including solicitation/treatment subject matter where feasible.)</b> Modification Contract Number: [Redacted] (b)(6) Due to a Standard Procurement System defect, the date shown in Block 7B of the SFWD may be incorrect. The date should be 20 January 2008. The purpose of this Modification F0129 is to delete the CLIN0000 [Redacted] and to designate funds not used for this effort. (b)(3)(A) Except as referenced above, all other terms and conditions of the original contract remain unchanged. (i) & Title 10 Sec 130 (a)(b)						
Except as provided herein, all terms and conditions of the contract referred to in Item 10A or 10B, as have been changed, remain unchanged and in full force and effect.						
15A. NAME [Redacted]			15A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) [Redacted]			
15B. OFFICE SYMBOL [Redacted]			15C. DATE SIGNED <b>8/22/07</b>		15C. DATE SIGNED <b>8/23/07</b>	

EXCEPTION TO SF 30

30-105-04

STANDARD FORM 30 (Rev. 10-83)

001995



The Joint Land Attack Cruise Missile Defense Elevated Netted Sensor (JLENS) Product Office (PO) provides support to the [redacted]

(b)(3)(A)  
(i)&Title  
10 Sec 130  
(a)(b)

[redacted] exercises using the JLENS All-Software PTIR/SuR Emulation in Real time [redacted] simulation model. [redacted] is executed at the [redacted] and allows for a parametric characterization of the air picture for use in the Operator-in-the-Loop (OITL) environment. The support will provide [redacted] simulation hardware and software, along with meeting, integration, and operational support.

The following defines the requirements for the contractor support to [redacted] This work supports the evaluation [redacted]

(b)(3)(A)  
(i)&Title  
10 Sec 130  
(a)(b)

The contractor shall provide and maintain the simulation hardware (workstations) and simulation software [redacted] during the one-week exercises, along with providing a single [redacted] operator. The contractor shall provide input of scenario specifics, and operation of the models and simulations during exercises and tests. The contractor shall ensure all activities are controlled, scheduled, monitored, reported, and managed consistent with and supportive of the requirements set forth in this letter.

**Travel required:**

Feb/Mar 07 exercise – 1 trip, 1 week, 1 person

The Contractor shall maintain JLENS hardware and software currently installed at the [redacted] in support of this exercise during the one week exercise period. The Contractor shall prepare a trip report in contractor format for the exercise, describing JLENS participation and any issues encountered. Submission the trip report shall constitute formal completion of Raytheon's requirement for this effort.

(b)(3)  
(A)  
(i)&Title  
10 Sec  
130 (a)  
(b)

001297

CONTRACT DATA REQUIREMENTS LIST (1 Data Item)						Form Approved OMB No. 0704-0188			
<small>Please identify contract by full location or accession or document to identify the item for response, including the time for receiving information, recording existing data sources, gathering and maintaining the data needed, and reviewing and revising the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DO NOT RETURN your form to either of these addresses. Send completed form to the Government Printing Office for Distribution to the public in Block 8.</small>									
A. CONTRACT LINE ITEM NO.		B. EXHIBIT		C. CATEGORY:					
		A		TOP TM OTHER X					
D. SYSTEM/ITEM			E. CONTRACT/PR NO.		F. CONTRACTOR				
JLENS					Raytheon				
1. DATA ITEM NO.		2. TITLE OF DATA ITEM			3. SUBTITLE				
A001		Test/Inspection Report			Demo and Test Reports				
4. AUTHORITY (Data Acquisition Document No.)			5. CONTRACT REFERENCE		6. REQUIRING OFFICE				
DI-NDTI-90809B			SOW Para 3.4.2		SFAE-MSLS-CMDS-SE-SE				
7. DD FORM REQ		8. DUTY STATEMENT REQUIRED		10. FREQUENCY		12. DATE OF FIRST SUBMISSION			
LT		F		SEE 16		SEE 16			
9. APP CODE		11. AS OF DATE		13. DATE OF SUBSEQUENT SUBMISSION		14. DISTRIBUTION			
A		N/A		SEE 16		a. ADDRESSEE			
<b>16. REMARKS:</b> Block 8: The Government will provide approval/disapproval 15 days after receipt. The contractor shall resubmit corrected version 15 days after receipt of Government comments.  Blocks 10/12/13: Submission required NLT 30 days after completion of test.  Block 9: Distribution Statement F: Further dissemination only as directed by the Cruise Missile Defense System Project Office, SFAE-MSLS-CMDS-PE-CM, Redstone Arsenal, AL 36998-6000 (24-Mar-00)  Block 14: Notification/Distribution to: JLENS PO Data Management OPR at [redacted] when deliverable is placed in portal or repository. Letter of transmittal must be signed electronically.  On-line access is preferred if available.						b. COPIES			
						Draft		Final	
						0		1 0	
15. TOTAL						0 1 0			
G. [redacted]		H. DATE		I. DATE		J. DATE			
[redacted]		22Jan2007		[redacted]		22Jan2007			

SCHEMATIC  
 TOTAL PRICE  
 INSERT  
 IN  
 SECT. E

(b)(6)

(b)(6)

001298

ITEM NO.	DOCUMENT		ITEM NO.	DOCUMENT	
1	Scope of Work	✓	34	Qualitative & Quantitative Analysis	
	CDRLs		35	DD 254 (Award Document)	
	Functional Requirements Authentication Board (FRAB)		36	Fair Market Value	
4	DD 254 (Solicitation)		37	Audit Reports/ <del>Waivers</del>	✓
5	IGE		38	Price/Cost Analysis	
6	Source List		39	Field Pricing Support/Waiver	
7	ADP, CS, & Commercial Activities Review		40	Subcontracting Plan	
8	Procurement Work Directive (81)	✓	41	SSA Competitive Determination	
9	Multinational Participation Determination		42	Notice of Competitive Range	
10	Acquisition Plan (\$30M + OR \$15M + in any one FY)		43	Clarifications/Discussions	
11	Concurrence Sheet/Miscellaneous		44	PNM/POM	✓
12	PET/SSA/SSEB/SSAC Appointments		45	OPSEC Review	
13	Source Selection Evaluation Plan (SSEP)		46	Final Proposal Revision Reviews/Probably Cost Analysis	
14	Award Fee Determination (AFD) Plan		47	SSA Award Determination	
15	CBD Announcement		48	Unsuccessful Proposal Notifications	
16	DD 2579 (Small Business Form)		49	Certificate of Current Cost & Pricing	
17	J&A		50	Confirmation of Negotiations	
	Property Review/Classification		51	Congressional Notification	
19	Literature Search		52	Approval of Contract Award	
20	Organizational Conflict of Interest (OCI)		53	CBD Award Synopsis	
21	Required D&F		54	DD 350	
22	Unpriced orders/Change orders		55	Record of Protest	
23	Multiyear		56	Notice of Small Business Award	
24	Options		57	Performance in Foreign Country	
25	Solicitation Document		58	Determination Retaining Contract Admin	
26	Compliance/Legal Review		59	COR Letter/Qualifications	
27	Questions/Amendments to Solicitation		60	Approval of Overtime Premium	
28	Record of Late Proposals/Bids		61	Contract Award Document	
29	Financial & Nondisclosure Statements		62	Administrative Documents	
30	Proposals/Offers	✓	63	Persons with access to Source Selection Information Identified	
31	EEO Clearance (\$10M+)				
32	Pre-Award Survey/Waiver				
33	Technical Evaluation	✓			

CONTRACT NUMBER: \_\_\_\_\_

MODIFICATION NUMBER: \_\_\_\_\_

001299

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AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		D. CONTRACT ORDER NO.	PAGE OF PAGES	
		V	1   5	
2. AMENDMENT/Modification NO.	3. EFFECTIVE DATE	4. REQUESTING AGENCY (Pub. Use Only) NO.	5. PROJECT NO. (Optional)	
P00139	8/22/07			
6. ISSUED BY	CODE	7. AMENDMENT/Modification (Pub. Use Only) CODE	8. PROJECT NO. (Optional)	
(b)(6)	NVC/EL	80000000	80000000	
9. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)		10. AMENDMENT OF SOLICITATION NO.		
1000000000		11. DATED (SEE ITEM 11)		
		X 12. NAME OF CONTRACT ORDER NO.		
		13. DATED (SEE ITEM 13)		
		X 14. DATE		
CODE 0076		FACILITY CODE		
<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>				
<input type="checkbox"/> 1. This contract is a purchase order and is subject to FAR 101-11. The contract is subject to FAR 101-11.				
<input type="checkbox"/> 2. This contract is a purchase order and is subject to FAR 101-11. The contract is subject to FAR 101-11.				
<input type="checkbox"/> 3. This contract is a purchase order and is subject to FAR 101-11. The contract is subject to FAR 101-11.				
<b>12. ACCOUNTING AND APPROPRIATION DATA (If applicable)</b>				
See Schedule				
<b>13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS ORDERED BY MODIFYING THE CONTRACT ORDER NO. AS SPECIFIED IN ITEM 14.</b>				
A. THIS CHANGE ORDER IS BEING PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.				
B. THE ABOVE MENTIONED CONTRACT ORDER IS REQUIRED TO REFLECT THE ADMINISTRATIVE CHANGES (such as change in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 41.101(d).				
C. THIS SUPPLEMENTAL AGREEMENT IS BEING PURSUANT TO AUTHORITY OF:				
D. OTHER (Specify type of modification and authority)				
FAR 41.101(d) (Contract Agreement, "Changes" Clause & Modification of Funds)				
E. RESPONDENT: Customer <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return copies to the issuing office.				
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Required by UCF system handling, including all relevant contract subject matter when feasible.)				
Modification Contract Number: [REDACTED]				
Due to a Standard Procurement System defect, the date shown in block 20B of the SFPO may be inaccurate. The date should be 20 January 1999.				
The purpose of this Modification PERTAIN is to: (1) Increase the [REDACTED] amount by a City of [REDACTED] and the [REDACTED] year Software Upgrade for each SWL license by a City of [REDACTED] for a City of [REDACTED] for a City of [REDACTED].				
(2) add Option CLAS COSTND for PVE, CLASOSTINER for PVE, CLASOSTINER for PVE and CLASOSTINER for PVE for [REDACTED] year Software Upgrade for each of the SWL licenses purchased in CLASOSTINER for a City of 2 each.				
(3) To Add funding information G-S check for PERTAIN and PERTIN.				
Except as referenced above, all other terms and conditions of the original contract remain unchanged.				
Samples provided below of [REDACTED] the contract [REDACTED] or [REDACTED] as [REDACTED] and is all forward only.				
15A. NAME AND ADDRESS OF CONTRACTOR		15A. NAME AND ADDRESS OF CONTRACTOR		
[REDACTED]		[REDACTED]		
15B. [REDACTED]	15C. DATE SIGNED	15B. [REDACTED]	15C. DATE SIGNED	
[REDACTED]	8/22/07	[REDACTED]	8/23/07	
(Signature of person authorized to sign)		(Signature of Contracting Officer)		

EXEMPT FROM FAR 101-11.4  
APPROVED BY OIRM 11-04

36-105-04

STANDARD FORM 38 (Rev. 10-83)  
Prescribed by GSA  
FAR (48 CFR) 53.2-03

001305

(b)(6)

(b)(3)(A) & Title  
10 Sec 130 (a)(b)

(b)(6)

**SUMMARY OF CHANGES**

**SECTION A - SELECTION CONTRACT FORM**

The total cost of this contract was increased by \$1,448,334.00 from \$1,431,336,832.00 to \$1,432,785,166.00

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

**SUBCLIN 007AA**

The target cost has increased by [REDACTED]  
 The target profit/fee has increased by [REDACTED]  
 The total cost of this line item has increased by \$1,448,334.00 from \$1,431,336,832.00 to \$1,432,785,166.00

(b)(4)

SUBCLIN 007AD is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
007AD	OPEN		LOT		

FY 08 MCT & Tactical Display S/W Upgrade

CFR

1 Year MCT & Tactical Display S/W Upgrade, Product No. 007002 (Qty of 1) AND  
 1 Year MCT & Tactical Display S/W Upgrade, Product No. 007001 (Qty of 2) for  
 FY08 MCT & Tactical Display S/W Upgrade License purchased  
 in August, 2007.

FOB: Destination

(b)(3)(A)(i)&Title  
 10 Sec 130 (a)(b)

TARGET COST

TARGET FEE

TOTAL TGT COST + FEE

MINIMUM FEE

MAXIMUM FEE

SHARE RATIO ABOVE TARGET

SHARE RATIO BELOW TARGET

[REDACTED]

(b)(4)

SUBCLIN 007AE is added as follows:

001306

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0817AE 0817AF	PTSD MECT & Tactcal Display SW Upgrade CWP		LOT		
	1 Year [REDACTED] Product No. 000002 (Qty [REDACTED]) AND [REDACTED] (b)(3)(A)(i)&Title 10 Sec 130 (a)				
	Year [REDACTED] Upgrade, Product No. 000001 (Qty [REDACTED]) For [REDACTED] (b)				
	FFY 09 for CLIN 0817AA MECT & Tactcal SW purchased in Aug, 2007.				
	FUR: Destination				

TARGET COST [REDACTED] (b)(4)

TARGET FEE [REDACTED]

---

TOTAL TGT COST + FEE \$173,750.00

MINIMUM FEE \$0.00

MAXIMUM FEE \$0.00

SHARE RATIO ABOVE TARGET

SHARE RATIO BELOW TARGET

SUBCLIN 0817AF is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0817AF	PTSD MECT & Tactcal SW Upgrade CWP		LOT		
	1 Year [REDACTED] Product No. 000002 (Qty [REDACTED]) AND [REDACTED] (b)(3)(A)(i)&Title 10 Sec 130 (a)				
	Year [REDACTED] Upgrade, Product No. 000001 (Qty [REDACTED]) For [REDACTED] (b)				
	FFY 09 for CLIN 0817AA MECT & Tactcal SW License purchased in August, 2007.				
	FUR: Destination				

TARGET COST [REDACTED] (b)(4)

TARGET FEE [REDACTED]

---

TOTAL TGT COST + FEE \$173,750.00

MINIMUM FEE \$0.00

MAXIMUM FEE \$0.00

SHARE RATIO ABOVE TARGET

SHARE RATIO BELOW TARGET

SUBCLIN 0817AG is added as follows:

001307



(3) Amount Separately Obligated  
for Payment of For:

[REDACTED]

(b)(4)

(4) Total Amount Allocated and  
Obligated:

\$ 278,825,000 (\$1,500,000) (\$300,000) (\$1,000,334) (\$204,071,304)

(5) The Amount Required for Full  
Funding:

\$2,340,770,312 (\$1,500,000) (\$300,000) (\$1,000,334) \$1,144,229,978

(6) Estimated Period of Performance the Allocated Amount Will Cover: 30 SEP 2007  
\*These figures take into consideration the negotiated total value of SOLICITATION 0017AA.

**SECTION II -- SPECIAL CONTRACT REQUIREMENTS is changed as follows:**

**Paragraph II-10, INCREMENTAL FUNDING OF THE CONTRACT:**

(1) Paragraph a. is changed as follows:

a. In event of the LIMITATION OF FUNDS clause, the sum of \$204,071,304 is presently allocated to CLIN 0017AA and available for payment to cover the work to be performed hereunder.

(End of Summary of Changes)

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**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

CONTRACT ID CODE: **V** PAGE OF PAGES: **1 | 3**

1. AMENDMENT/MODIFICATION NO: **J140** 2. EFFECTIVE DATE: **30-Aug-2007** 4. REQUISITION/PURCHASE REQ NO. 5. PROJECT NO. (If applicable)

6. ISSUED BY: **US ARMY SPACE & MISSILE DEFENSE COMMAND** CODE: **WB113M** HUNTSVILLE AL 35807-3801  
 7. ADMINISTERED BY (If other than item 6): **DCMA RAYTHEON, 50 APPLE HILL DRIVE, M/S T2FR2, TOWNSBURY MA 01878** CODE: **S2205A** (b)(6)

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code): **RAYTHEON COMPANY, 360 LOWELL ST., ANDOVER MA 01810-4400**  
 9A. AMENDMENT OF SOLICITATION NO.  
 9B. DATED (SEE ITEM 11)  
 X 10A. MOD. OF CONTRACT/ORDER NO. **DASG80-98-C-0001**  
 X 10B. DATED (SEE ITEM 13) **30-Jan-1998**

CODE **05716** FACILITY CODE

**II. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of offer  is extended.  is not extended.  
 Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:  
 (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)  
**See Schedule**

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) **THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.**

B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

X D. OTHER (Specify type of modification and authority)  
**FAR 43.103(b) and Limitation of Funds**

E. IMPORTANT: Contractor  is not,  is required to sign this document and return \_\_\_\_\_ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
 Modification Control Number: **[REDACTED]** (b)(6)  
 Due to a Standard Procurement System defect, the date shown in Block 10B of the SF30 may be inaccurate. The date should be 30 January 1998.  
 The purpose of this Modification P00140 is to (1) correct information under Section G from Mod P00139 and (2) to increase CLIN 0017AA in the amount of \$339,852.  
 Except as referenced above, all other terms and conditions of the original contract remain unchanged.  
 Except as provided herein, all terms and conditions of the document referenced in Items 9A or 10A, as heretofore changed, remains unchanged and in full force and effect (b)(6)

15A. NAME AND TITLE OF SIGNER (Type or print) 15B. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)  
 3. CONTRACTOR/OFFEROR 15C. DATE SIGNED 15B. UNITED STATES OF AMERICA 15C. DATE SIGNED  
 (Signature of person authorized to sign) (Signature of Contracting Officer)  
**30-Aug-2007**

EXCEPTION TO SF 30 APPROVED BY OIRM 11-84

30-105-04  
**001317**

STANDARD FORM 30 (Rev. 10-83)  
 Prescribed by GSA

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

**SUMMARY OF CHANGES**

SECTION G - CONTRACT ADMINISTRATION DATA

G-5, Accounting and Appropriation

Summary for the Payment Office

**CORRECTION from Mod P00139:**

As a result of this modification (**P00139**), the total funded amount for this document was increased by \$1,049,334.00 from \$452,839,905.52 to \$453,889,239.52.

As a result of this modification (**P00140**), the total funded amount for this document was increased by \$339,852.00 from \$453,889,239.52 to \$454,229,091.52.

SUBCLIN 0017AA:

BW: 216 2040 5L 5L68 P172419E55 255Y 4M6J730000 S01021 4M6J730000/64MJLE/4MJLEN was increased by \$189,852.00 from \$80,440,000.00 to \$80,629,852.00

**CORRECTION from Mod P00139:**

KN: 21 7 2040 5L 5L68 P172419E555L 255Y 4M7J730000 S01021 4MJ730000/74MJLE/4M was increased by \$1,483,183.00 from \$192,793,000.00 to \$194,276,183.00 (This takes into account P00137 \$500,000 increase) (**P00139**)

KN: 21 7 2040 5L 5L68 P172419E555L 255Y 4M7J730000 S01021 4MJ730000/74MJLE/4M was increased by \$150,000.00 from \$194,276,183.00 to \$194,426,183.00 (**P00140**)

001314

c. G-6, IMPLEMENTATION OF AND EXPLANATION OF THE RELATIONSHIP OF THE LIMITATION OF FUNDS (LOF) CLAUSE TO FEE OBLIGATIONS, paragraph c. is changed to read as follows:

SUBCLIN 0017AA:

	PRIOR MOD P00139	This MOD P00140	CUMULATIVE TOTAL*
(1) Amount Required for Full Funding, Including Fee(s):	\$1,144,720,978	(\$339,852)	\$1,144,381,126
(2) Amount Allotted Under the LOF Clause for Payment of Costs:	[REDACTED]		
(3) Amount Separately Obligated for Payment of Fee:	[REDACTED]		
(4) Total Amount Allotted and Obligated:	\$ 284,075,334	\$ 339,852	\$284,415,186
(5) Net Amount Required for Full Funding:	\$1,144,720,978	(\$339,852)	\$1,144,381,126

(b)(4)

(6) Estimated Period of Performance the Allotted Amount Will Cover: 30 SEP 2007

\*Theses figures take into consideration the negotiated total value SubCLIN 0017AA

SECTION H – SPECIAL CONTRACT REQUIREMENTS is changed as follows:

Paragraph H-10. INCREMENTAL FUNDING OF THE CONTRACT:

(1) Paragraph c., is changed as follows:

c. Pursuant to the LIMITATION OF FUNDS clause, the sum of \$284,415,186 is presently allotted to CLIN 0017AA and available for payment to cover the work to be performed hereunder.

(End of Summary of Changes)

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**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

1. CONTRACT ID CODE  
V

PAGE OF PAGES  
1 | 2

2. AMENDMENT/MODIFICATION NO.  
00141

3. EFFECTIVE DATE  
18-Oct-2007

4. REQUISITION/PURCHASE REQ NO.

5. PROJECT NO. (If applicable)

6. ISSUED BY  
CODR  
US ARMY SPACE & MISSILE DEFENSE COMMAND  
HUNTSVILLE AL 38807-3801

7. ADMINISTERED BY (If other than item 6)  
CODR  
DCMA RAYTHEON  
50 APPLE HILL DRIVE  
M/S T2FR2  
TEWKSBURY MA 01576

S2205A

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)  
RAYTHEON COMPANY  
380 LOWELL ST.  
ANDOVER MA 01810-4400

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

X 10A. MOD. OF CONTRACT/ORDER NO.  
DASG60-98-C-0001

X 10B. DATED (SEE ITEM 13)  
30-Jan-1998

CODE 05716

FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of offer  is extended,  is not extended.

Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:  
(a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)  
See Schedule

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS  
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

X B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor  is not,  is required to sign this document and return \_\_\_\_\_ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
Modification Control Number: \_\_\_\_\_  
Government POC: \_\_\_\_\_ (b)(6)

Due to a Standard Procurement System defect, the date shown in 10B of the SF30 may be inaccurate. The date should be 30 January 1998.

The purpose of this modification is to correct previous modification errors.

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

15A. NAME AND TITLE OF SIGNER (Type or print)  
15B. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

1. CONTRACTOR/OFFEROR  
(Signature of person authorized to sign)

15C. DATE SIGNED  
15D. UNITED STATES OF AMERICA  
(Signature of Contracting Officer)

16C. DATE SIGNED  
18-Oct-2007

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

**SUMMARY OF CHANGES**

Explanation of Summary of Changes :

- (1) Mod P00134 - this modification decreases ACRN KN in the amount of \$28,342 due to incorrect ACRN used.
- (2) Mod P00137 - in modification P00137 ACRN KM dollars were converted to ACRN KN.  
- this modification decreased value of contract by \$500,000 due to this being an incremental funding action only.
- (3) Mod P00138 - this modification deleted KN from the KQ KN funding ACRN.

SECTION A - SOLICITATION/CONTRACT FORM

The total cost of this contract was decreased by \$500,000.00 from \$1,673,192,369.00 to \$1,672,692,369.00.

SECTION B - SUPPLIES OR SERVICES AND PRICES

SUBCLIN 0017AA

The target cost has decreased by [REDACTED]

The target profit/fee has decreased [REDACTED]

The total cost of this line item has decreased by \$500,000.00 from \$1,430,345,646.00 to \$1,429,845,646.00.

(b)(4)

SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was decreased by \$28,342.00 from \$454,256,761.52 to \$454,228,419.52.

SUBCLIN 0017AA:

The contract ACRN KP was changed to KM.

The Cost Code ` has been added.

KN: 21 7 2040 5L 5L68 P172419E555L 255Y 4M7J730000 S01021 4MJ730000/74MJLE/4M was decreased by \$28,342.00 from \$193,927,193.00 to \$193,898,851.00

(End of Summary of Changes)

001322

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001323

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

1 CONTRACT ID CODE  
V

PAGE OF PAGES  
1 | 2

2 AMENDMENT/MODIFICATION NO.  
00142

3 EFFECTIVE DATE  
18-Oct-2007

4 REQUISITION/PURCHASE REQ. NO.

5 PROJECT NO (If applicable)

6 ISSUED BY CODE  
W9113M

7 ADMINISTERED BY (If other than item 6) CODE  
S2205A

US AIR FORCE & MISSILE DEFENSE COMMAND  
HUNTSVILLE AL 35897-3801

DCMA RAYTHEON  
80 APPLE HILL DRIVE  
M/STFR2  
TEWKSBURY MA 01876

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)  
RAYTHEON COMPANY  
390 LOWELL ST  
ANDOVER MA 01810-4400

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

X 10A. MOD. OF CONTRACT/ORDER NO.  
DASG60-98-C-0001

X 10B. DATED (SEE ITEM 13)  
30-Jan-1998

CYCLE: 05716 FACILITY CODE

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer  is extended,  is not extended

Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:  
(a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified

**12. ACCOUNTING AND APPROPRIATION DATA (If required)**  
See Schedule

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS  
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

X D. OTHER (Specify type of modification and authority)  
Limitation of Funds

E. IMPORTANT: Contractor  is not,  is required to sign this document and return \_\_\_\_\_ copies to the issuing office.

**14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)**  
Modification Control Number: [REDACTED]  
Due to a Standard Procurement System defect, the date shown in Block 10B of the SF30 may be inaccurate. The date should be 30 January 1998. (b)(6)  
The purpose of this Modification is to incrementally fund CLIN 0017AA in the amount of \$34M and to exercise CLIN 0017AD in the amount of \$173,798.  
Except as referenced above, all other terms and conditions of the original contract remain unchanged. 173,798

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

15A. NAME AND TITLE OF SIGNER (Type or print)

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED

(Signature of person authorized to sign)

(Signature of Contracting Officer)

18-Oct-2007

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

**SUMMARY OF CHANGES**

SECTION A - SOLICITATION/CONTRACT FORM

The total cost of this contract was increased by \$173,798.00.

SECTION B - SUPPLIES OR SERVICES AND PRICES

**SUBCLIN 0017AD**

The option status has changed from Option to Option Exercised.

SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by \$34,173,798.00 from \$454,228,419.52 to \$488,402,217.52.

**SUBCLIN 0017AA:**

KS: 21 8 2040 5L 5L68 P172419E555L 255Y 4M8J710600 S01021 4M8J710800/84MJLE/4M5 was increased by \$34,000,000.00 from \$0.00 to \$34,000,000.00

The contract ACRN KS has been added.

**SUBCLIN 0017AD:**

KS: 21 8 2040 5L 5L68 P172419E555L 255Y 4M8J710600 S01021 4M8J710800/84MJLE/4M5 (CIN 00000000000000000000000000000000) was increased by \$173,798.00 from \$0.00 to \$173,798.00

The contract ACRN KS has been added.

The CIN 00000000000000000000000000000000 has been added.

(End of Summary of Changes)

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**Not a Contract Document**

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AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE V	PAGE OF PAGES 1   5	
2. AMENDMENT/MODIFICATION NO. <b>P00143</b>		3. EFFECTIVE DATE 24-Oct-2007	4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (if applicable)	
6. ISSUED BY [REDACTED] HUNTSVILLE AL 35897-3001		CODE WB113M	7. ADMINISTERED BY (If other than item 6) DCM/RAYTHEON 80 APPLE HILL DRIVE MSB T2FR2 TOWNSHURY MA 01966		CODE S2205A	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) RAYTHEON COMPANY 285 LOWELL ST. ANDOVER MA 01910-4400				9A. AMENDMENT OF SOLICITATION NO.		
				9B. DATED (SEE ITEM 11)		
				X	10A. MOD. OF CONTRACT/ORDER NO. DA560 28-C-0001	
				X	10B. DATED (SEE ITEM 13) 30-Jan-1998	
CODE 08716		FACILITY CODE				
<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>						
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram later, provided such telegram later makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.						
12. ACCOUNTING AND APPROPRIATION DATA (if required)						
<b>13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT ORDERS. IT MODIFIES THE CONTRACT ORDER NO. AS DESCRIBED IN ITEM 14.</b>						
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.						
B. THE ABOVE NUMBERED CONTRACT ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).						
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:						
X D. OTHER (Specify type of modification and authority) Mutual Agreement FAR 43.103 (a)						
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.						
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: [REDACTED] Due to a Standard Procurement System defect, the date shown in 10B of the SF30 may be inaccurate. The date should be 30 January 1998. (b)(6)  The purpose of this Modification is to incorporate contract changes agreed to by Raytheon and the Government.						
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as herein changed, remain unchanged and in full force and effect.						
15A. NAME AND TITLE OF CONTRACTING OFFICER (print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (print)			
[REDACTED]			[REDACTED]			
15B. [REDACTED]			16B. [REDACTED]			
15C. DATE SIGNED			16C. DATE SIGNED		16C. DATE SIGNED	
[REDACTED]			[REDACTED]		26 Oct 2007	
(Signature of person executing)			(Signature of Contracting Officer)			

EXCEPTION TO SF 30  
APPROVED BY OIRM 11-84

30-105-04

STANDARD FORM 30 (Rev. 10-83)  
Prescribed by GSA  
FAR (48 CFR) 53.243

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(b)(6)

(b)(6)

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

Contract DASG60-98-C-0001  
Modification P00143

SECTION F – DELIVERIES OR PERFORMANCE:

b. Paragraph F-5, MILESTONE EVENTS AND PERFORMANCE PERIOD: |

It is hereby acknowledged that Raytheon completed the Orbit SFR Readiness Review Milestone on 12-14 Dec 2006. |

It is hereby acknowledged Raytheon has completed the Orbit SFR Milestone on 12 Feb 2007. |

SECTION H-SPECIAL CONTRACT REQUIREMENTS

H-1 TECHNICAL COGNIZANCE AND TECHNICAL DIRECTION:

a.

Name	Office Symbol	Phone Number
[REDACTED]	[REDACTED]	[REDACTED]

(b)(6)

H-14 KEY PERSONNEL

Paragraph H-14, KEY PERSONNEL, paragraph b, is hereby changed to read as follows:

Key Personnel List:

<u>NAME</u>	<u>POSITION</u>
[REDACTED]	[REDACTED]

(b)(6)

H-19 INCENTIVE FEE STRUCTURE AND PAYMENT FOR CLIN 0017. SYSTEM DEVELOPMENT AND DEMONSTRATION (SDD)

a. General.

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SubCLIN 0017AA, System Development and Demonstration (SDD), is a cost-plus-incentive-fee (CPIF) Line Item with cost and schedule incentives as described below. Paragraph H-19(b) applies only to the Cost Incentive and Paragraph H-19(c) applies only to the Schedule Incentive. The contract price amount of \$1,428,796,312 includes a target cost of [REDACTED] facilities capital cost of money) and a target incentive fee of [REDACTED] (target cost less facilities capital cost of money). (b)(4)

b. Cost Incentive.

(1) The target fee payable under SubCLIN 0017AA is [REDACTED] of the target cost less facilities capital cost of money in amount equal to [REDACTED].

(2) The maximum fee payable under SubCLIN 0017AA is [REDACTED] of the target cost less facilities capital cost of money in amount equal to [REDACTED]. (b)(4)

(3) The minimum fee payable under SubCLIN 0017AA is [REDACTED] of the target cost less facilities capital cost of money in amount equal to [REDACTED].

(4) Fee will be adjusted for actual cost that is less than or more than the target cost stated above using a share ratio of [REDACTED] Government / [REDACTED] Contractor for actual costs less than the target cost, and a ratio of [REDACTED] Government / [REDACTED] Contractor for actual costs greater than the target cost range applied according to Paragraph H-19(c)(1). (b)(4)

(5) Nothing stated in this clause shall take precedence over the clause 52.216-10 - Incentive Fee contained in this contract.

c. Schedule Incentive.

(1) A maximum [REDACTED] "flat zone" will be established at the target cost value of [REDACTED] with the conduct of milestones below. The "flat zone" over which the contractor will earn target fee is for eligible costs from [REDACTED] since the program milestones set forth below are conducted. (b)(4)

(a) [REDACTED] the maximum benefit of the "flat zone", earned by the conduct of the SDD System Functional Review NLT 2nd Quarter, Fiscal Year 2007.

It is hereby acknowledged by the Government that Raytheon completed the requirement for this flat zone and earned the "Flat Zone" Schedule Incentive of [REDACTED]. Final determination of incentive fee payment utilizing the "Flat Zone" amount will be made at the conclusion of the Contract.. Reference: Letter dated 5 March 2007 from [REDACTED]. (b)(4)  
(b)(6)

(b) [REDACTED] the maximum benefit of the "flat zone", earned by the conduct of SDD Orbit Critical Design review NLT 2nd Quarter, Fiscal Year 2009.

(2) An additional schedule incentive fee pool of [REDACTED] is established and will be awarded to the contractor for conducting Test Readiness Review to allow for the Limited User Test Effort according to the schedule below: (b)(4)

(a) [REDACTED] of the schedule fee pool, an amount of [REDACTED] will be awarded to the contractor if the contractor conducts the Test Readiness Review for the Limited User Test NLT 31 December 2010. (b)(4)

(b) [REDACTED] of the schedule fee pool, an amount of [REDACTED] will be awarded to the contractor if the contractor conducts the Test Readiness Review for the Limited User Test NLT 30 November 2010. (b)(4)

(c) [REDACTED] of the schedule fee pool, an amount of [REDACTED] will be awarded to the contractor if the contractor conducts the Test Readiness Review for the Limited User Test NLT 31 October 2010. (b)(4)

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(d) [redacted] of the schedule fee pool, an amount of [redacted] awarded to the contractor if the contractor conducts the Test Readiness Review for the Limited User Test NLT 30 September 2010.

(b)(4)

(e) If the contractor conducts the Test Readiness Review for the Limited User Test on or after 01 January 2011, the contractor is not entitled to any of the schedule fee incentive pool.

(f) If the contractor achieves an early milestone as listed in (a) through (d), the contractor shall submit a letter to the government Contracting Officer notifying him/her of the completion of the milestone and the claim for the incentive fee.

(3) For Earned Value and cost reporting purposes, the target cost value of [redacted] will be used.

(b)(4)

(4) If schedule incentive fee listed above is earned, the additional contract value will be added to the total value of this contract at the time the incentive is earned.

d. Changes issued under FAR 52.243-2, Changes - Cost Reimbursement

In the event of a change issued under FAR 52.243-2, Changes - Cost Reimbursement, it is agreed that changes to the performance and schedule incentive may be considered a part of the equitable adjustment. In the event that any Options to CLIN 0017 are added and exercised, the incentive fee for cost and schedule/performance applicable to the Option will be incorporated in accordance with the incentive fee structure of this provision.

SECTION I - CONTRACT CLAUSES

Federal Acquisition Regulation (FAR) 22.103-5 requires FAR 52.222-2, "Payment for Overtime Premiums" to be included in cost reimbursement contracts over \$100,000 however, the Clause further states the Overtime Clause is not applicable if "A cost-plus-incentive fee contract will provide a swing from the target fee of at least plus or minus 3 percent and a contractor's share of at least 10 percent is contemplated". Therefore, FAR 22.103-5 negates the need for FAR 52.222-2 in Contract DASG60-98-C-0001. Therefore, FAR 52.222-2 is deleted from Contract DASG60-98-C-0001.

SECTION J - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

The following have been modified:

J-1

5. SECTION J - LIST OF ATTACHMENTS:

Section J is changed as shown below:

<u>TITLE</u>	<u>DATE</u>	<u># OF PAGES</u>
<u>CLIN 0017:</u> Contract Data Requirements List (DD Form 1423) Exhibit A with Distribution List & Data Item Nos. B001 through B062 (Replace Data Item Nos. B026 and B027, only Per Modification P00136)	01 Dec 06	63
(Replace Data Item Nos. B048 and B049, only Per Modification P00143 - previously sent to Contractor)	Revised 05 Apr 07	
	Revised 03 July 07	

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\*Added statement below to address weekends/Holidays: 24 October 07

\*Per a mutual agreement between Raytheon and JLENS Product Office all Contract Data Requirements List (CDRL's) (DD Form 1423) are due on the next business day after the required due date if the due date falls on Saturday, Sunday or a Government Holiday. In addition, for any CDRL with a requirement to resubmit within 10 days or less after receipt of comments, where Raytheon receives the comments on a Friday, the timeframe for resubmittal will begin on the next business day. Statement added in Mod 143 on 24 Oct. 2007.

GFE/GFP/GFS List for SDD	28 Nov 06	2
Replaced with Rev. B List	15 Oct 07	6
**Add items below	Revised 22 Oct 07	
For record-keeping purposes		

\*\*Per [REDACTED], Raytheon is authorized rent free use on a non-interference use of the equipment listed below for utilization on JLENS Fire Control Radar Prime Contract DASG60-98-C-0001 for the period from 19 April 2007 through 30 September 2011.

[REDACTED]

[REDACTED]

[REDACTED]

(End of Summary of Changes)

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CONTRACT DATA REQUIREMENTS LIST (1 Data Item)				Form Approved OMB No. 0704-0188			
Public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden, estimate or any other aspect of this collection of information including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DO NOT RETURN your form to either of these addresses. Send completed form to the Government Issuing Contracting Officer for the Contract/PR NO listed in Block E.							
A. CLIN		B. Exhibit		C. Category			
18		A		<input checked="" type="radio"/> TDP <input type="radio"/> TM <input type="radio"/> Other			
D. System/Item				E. Contract/PR No		F. Contractor	
JLENS SDD				DASG60-98-C-0001		Raytheon	
1. SEQNO		2. Title of Data Item			3. Subtitle		
B049		Technical Report Study/Services			Software Resources Data Report: Final Developer Report		
4. Authority (DID)		Rev		5. Contract Reference		6. Requiring Office	
DI-MISC-80508A				SOW para 2.6.2		SFAE-MSLS-CMDS-PM-FM-CA	
7. DD290 Req.		8. Dist.		10. Frequency		12. First Sub. Date	
LT				See Bk 16		See Bk 16	
9. APP Code		11. AOD		13. Subseq Sub. Date		14. Distribution	
N/A		F		N/A		See Bk 16	
16. Remarks				a. Addressee		b. Copies	
Bk 9: Distribution F: Further dissemination only as directed by the Cruise Missile Defense Systems Project Office, SFAE-MSLS-CMDS-PE-CM, Redstone Arsenal, AL 36898-6000, 24 March 2000.				SFAE-MSLS-CMDS-PT-CM		0 1 0	
Bks 10, 12 & 13: Submit IAW Cost and Software Data Reporting (CSDR) Plan.				DCARC		0 1 0	
The data contained in each report shall be cumulative through the end of the month of the event.							
Bk 14: Electronic delivery of this CDRL is required IAW the SOW. The data item shall be delivered in one or more of the Microsoft Office. The SRDR format is available from the DCARC web site - [REDACTED]. Submit electronically to OSD at [REDACTED].							
Defense Cost and Resource Center (DCARC) 1111 Jefferson Davis Highway PO Box 005 Arlington VA 22202							
						0 2 0	
G. Date		H. Approved By		I. Date		J. Date	
[REDACTED]		[REDACTED]		07/03/07		07/03/07	
K. Price Group 18, Estimated Total Price				Page No. 49 Of Page No. 63			
DD Form 1423-1, Jun 90 (Computer Generated) Previous editions are obsolete							

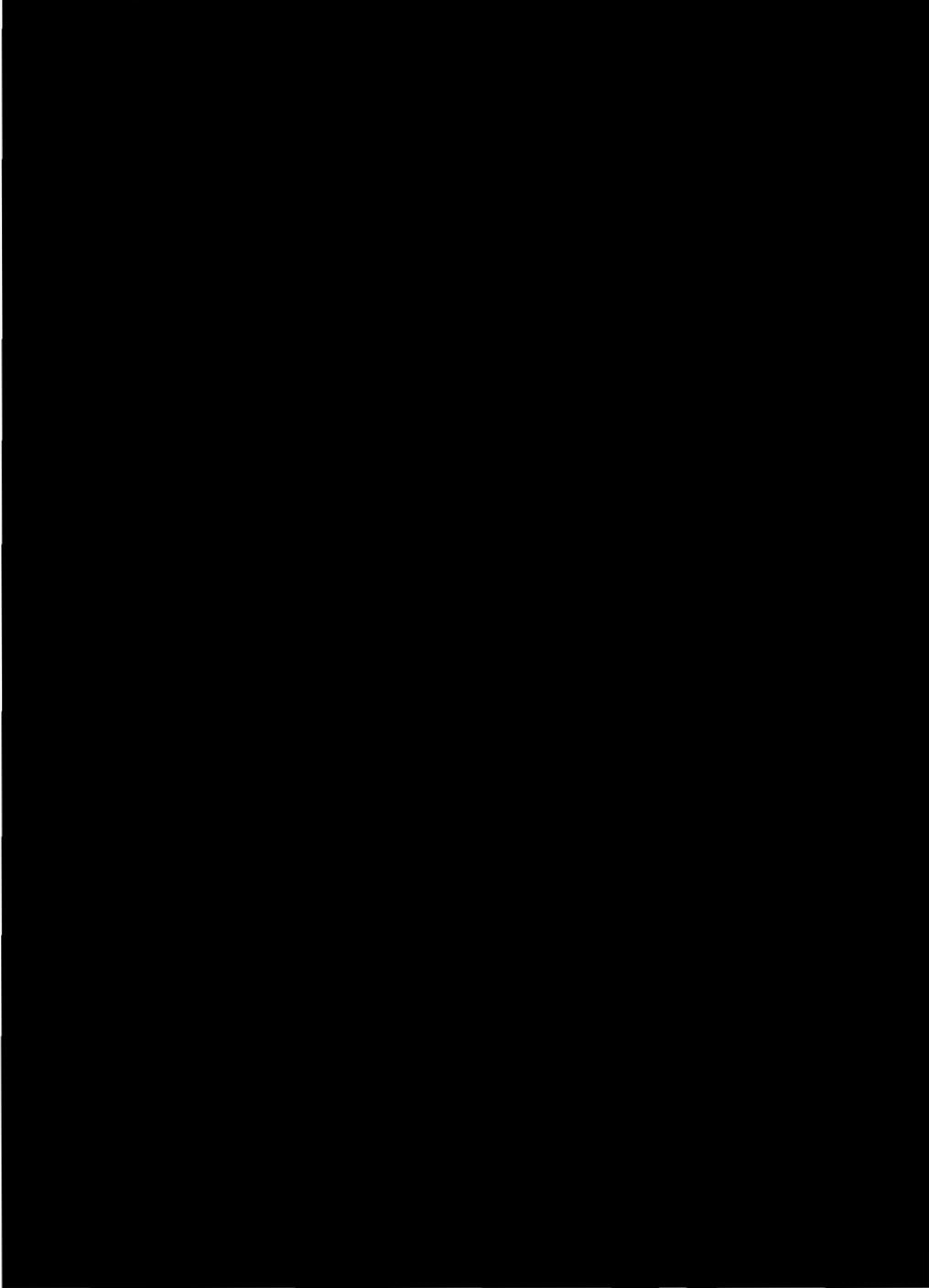
(b)(6)

(b)(6)

001335

SDD CONTRACT DA SG60-98-C-0001 GFE/GFP/GFS List, Revision B 10/15/2007

ID #	NOMENCLATURE	NSN/MODEL/MFG	QTY	EACH COST K\$	ACQ COST K\$	RDD	DELIVERY LOCATION
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(b)(3)(A)(i)&Title 10  
Sec 130 (a)(b)

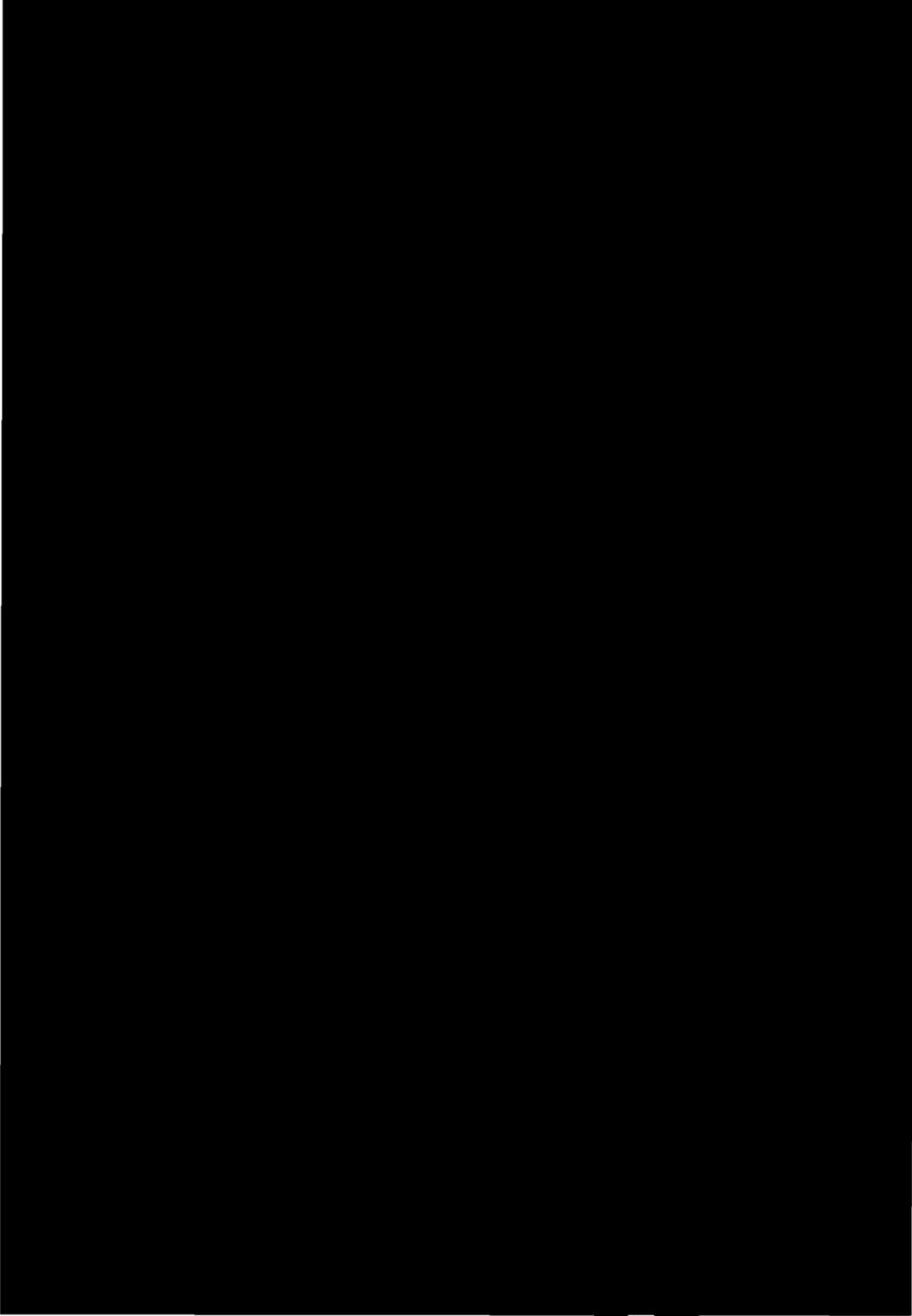
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(b)(3)(A)(i)&Title 10 Sec  
130 (a)(b)

(b)(3)(A)(i)&Title 10  
Sec 130 (a)(b)

001336

ID #	NOMENCLATURE	NSN/MODEL/MFG	QTY	EACH COST K\$	ACC COST K\$	RDP	DELIVERY LOCATION
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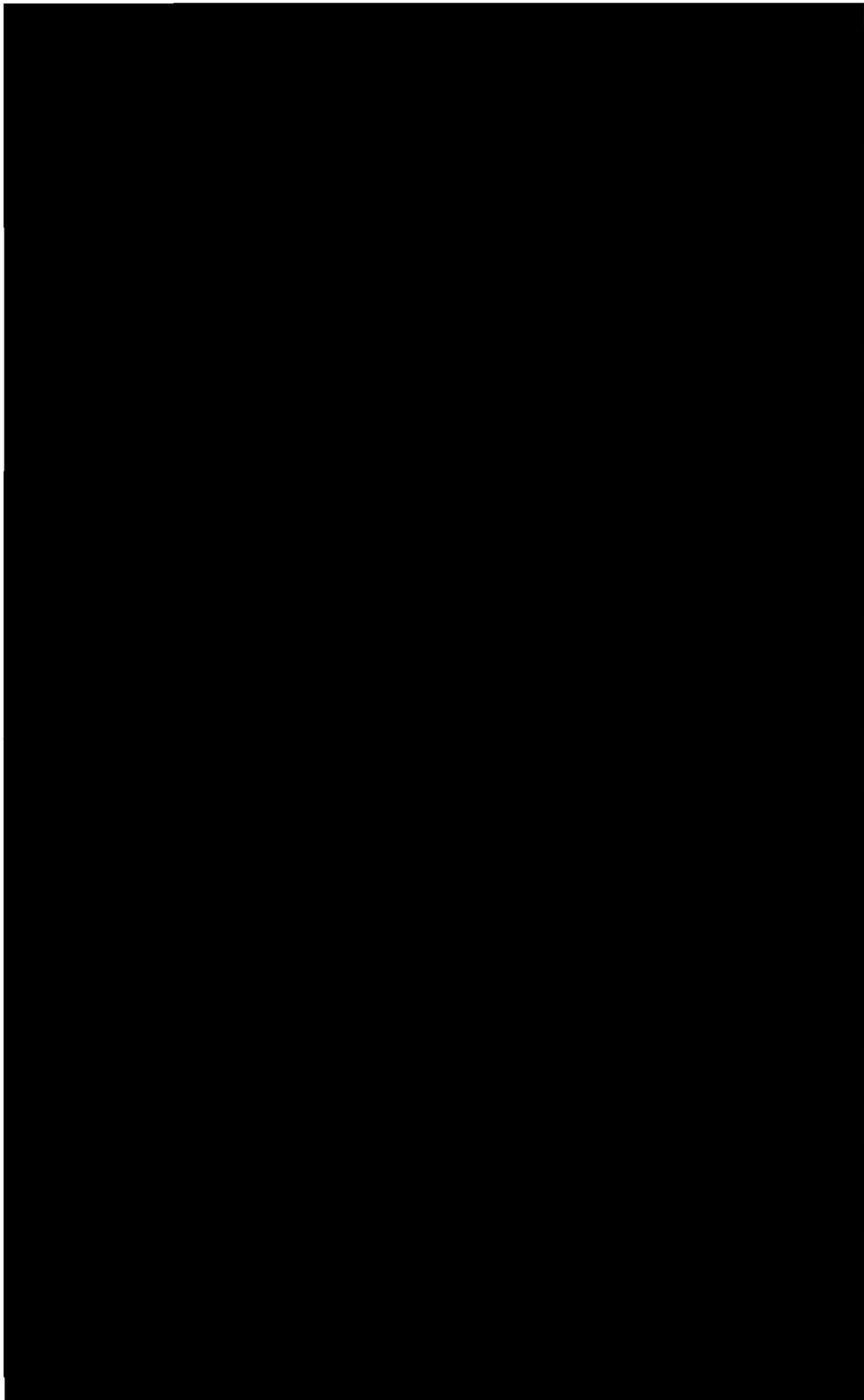
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Sec 130 (a)(b)

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(b)(4)  
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Sec 130 (a)(b)

(b)(3)(A)(i)&Title  
10 Sec 130 (a)(b)

001337  
2

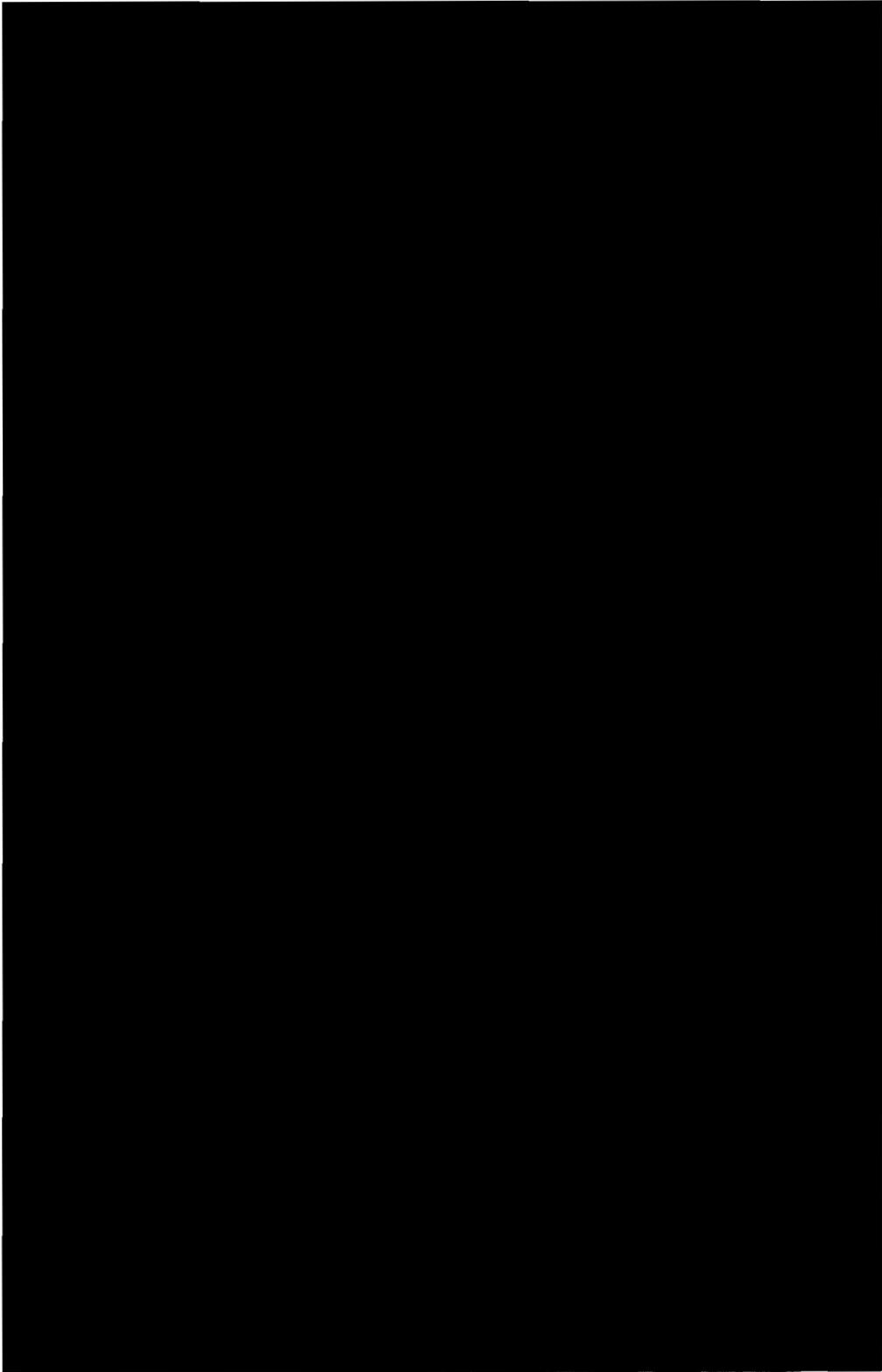


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Sec 130 (a)(b)

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(b)(4)  
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(b)(3)(A)(i)&Title 10 Sec  
130 (a)(b)

001338

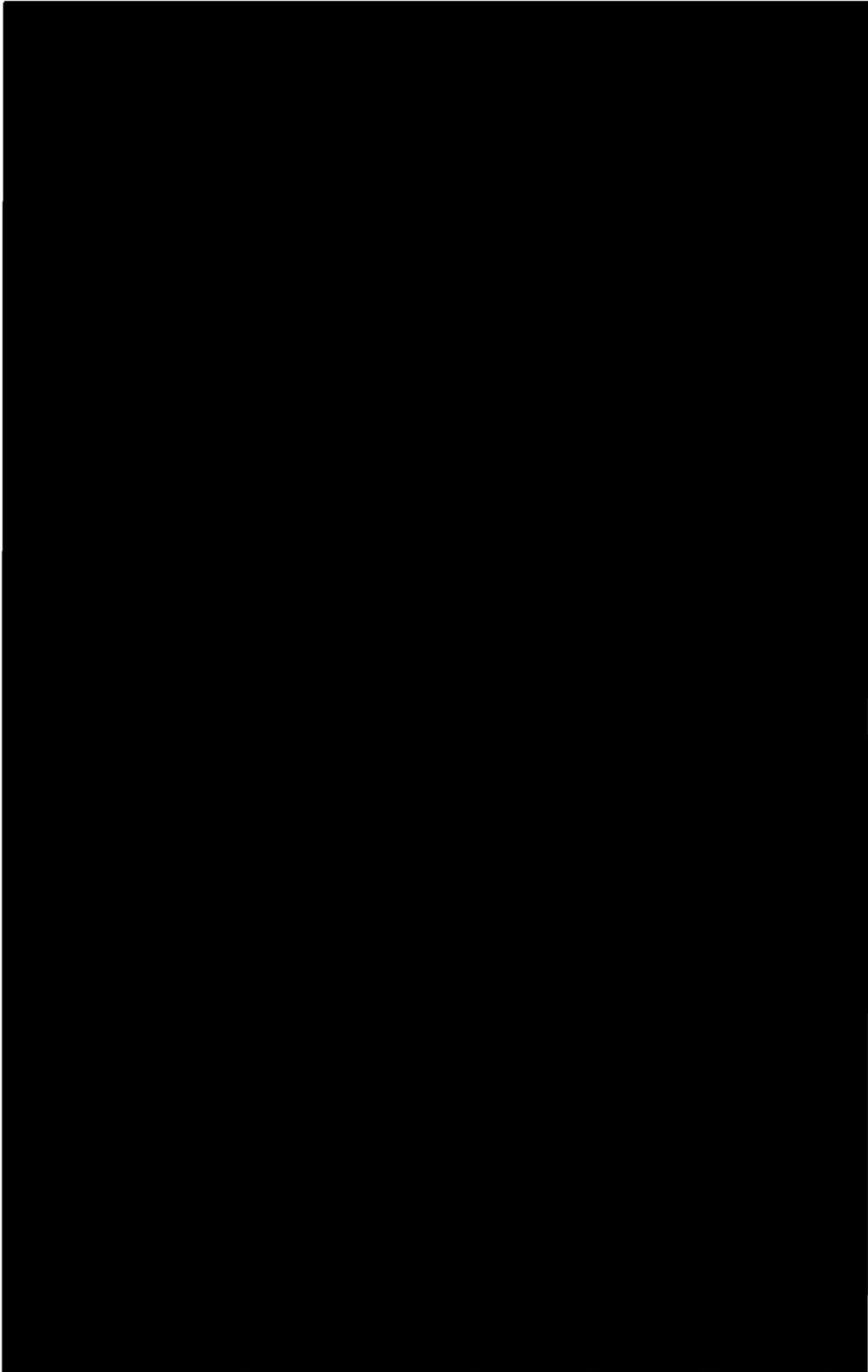


(b)(3)(A)(i)&Title 10 Sec  
130 (a)(b)

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(b)(4)  
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(b)(3)(A)(i)&Title 10  
Sec 130 (a)(b)

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4



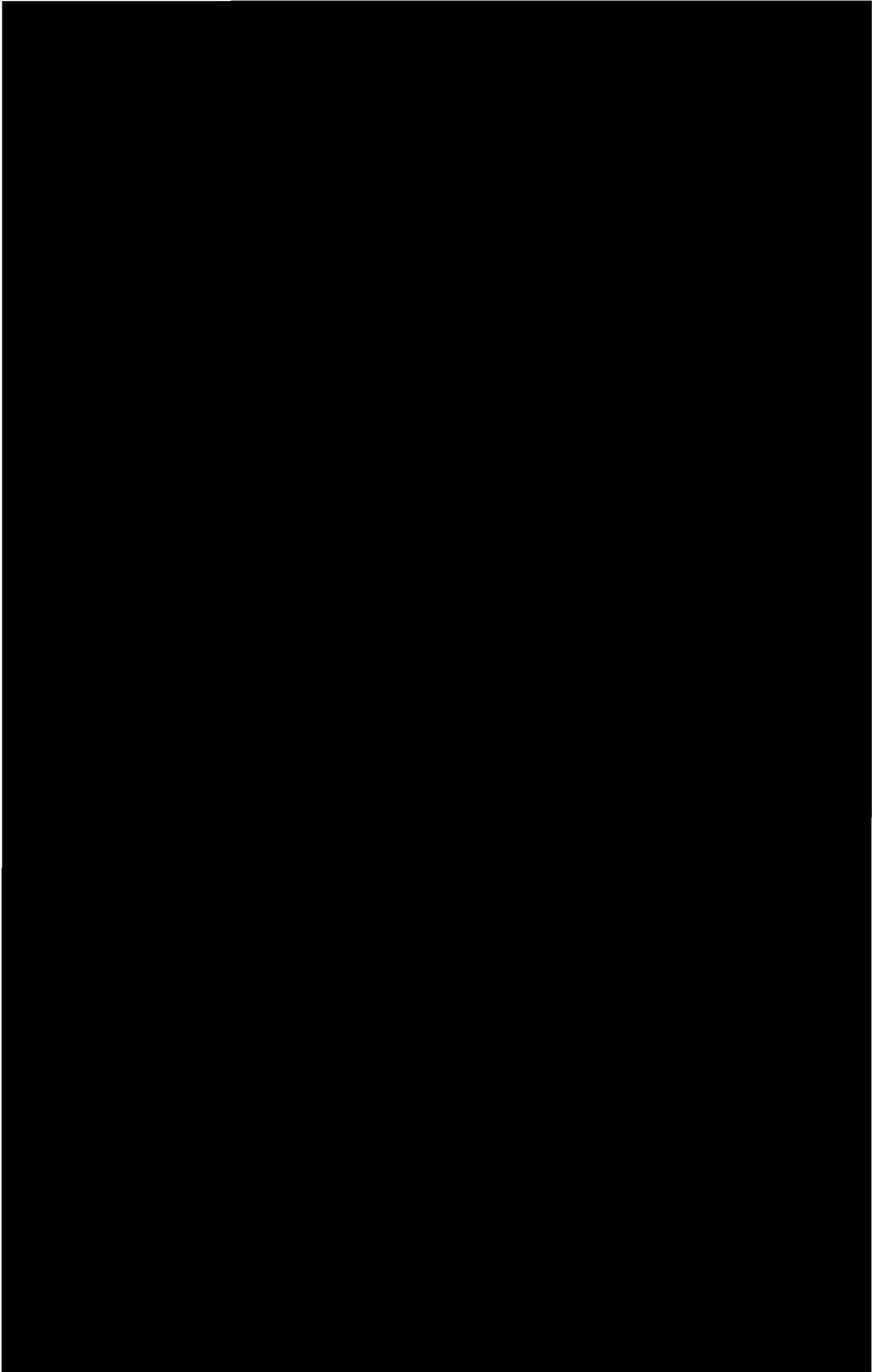
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Sec 130 (a)(b)

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130 (a)(b)

(b)(3)(A)(i)&Title 10 Sec  
130 (a)(b)

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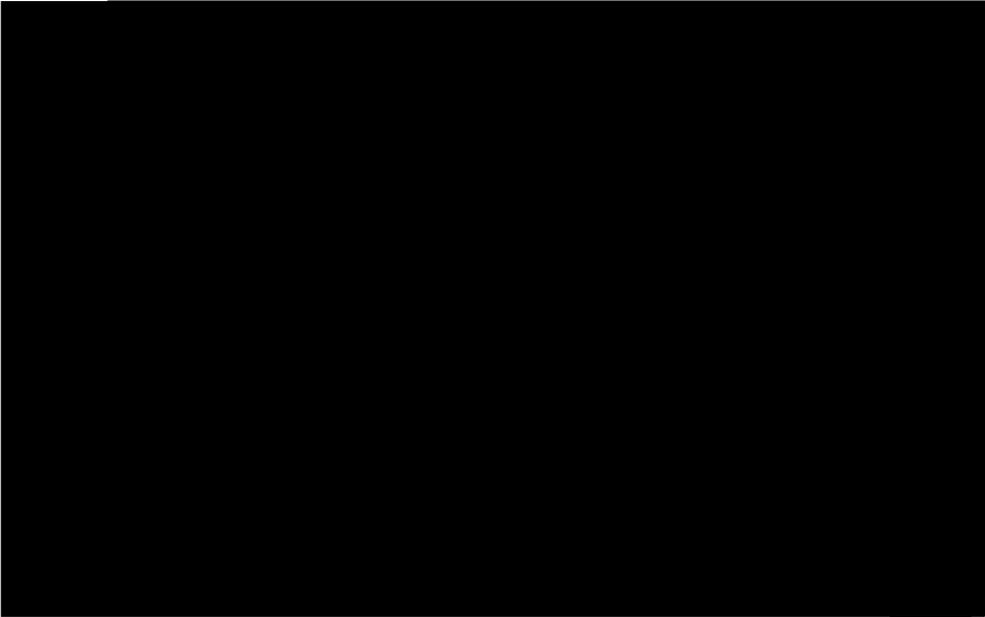
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Sec 130 (a)(b)

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(b)(4)  
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(b)(3)(A)(i)&Title 10 Sec  
130 (a)(b)

(b)(3)(A)(i)&Title 10  
Sec 130 (a)(b)

001341  
6



(b)(3)(A)(i)&Title 10 Sec 130  
(a)(b)

(b)(4)

(b)(3)(A)(i)&Title 10 Sec  
130 (a)(b)

001342

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			I. CONTRACT ID CODE <b>V</b>	PAGE OF PAGES <b>1</b>   <b>4</b>
1. AMENDMENT/MODIFICATION NO. <b>0144</b>		3. EFFECTIVE DATE <b>08-Nov-2007</b>	4. REQUISITION/PURCHASE REQ. NO.	
6. ISSUED BY US ARMY SPACE & MISSILE DEFENSE COMMAND SMDC-RDCM PO BOX 1500 HUNTSVILLE AL 35807-3801		CODE <b>W9113M</b>	7. ADMINISTERED BY (If other than item 6) DCMA RAYTHEON 50 APPLE HILL DRIVE MS T2FR2 TEWKSBURY MA 01878	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) RAYTHEON COMPANY 350 LOWELL ST ANDOVER MA 01810-4400		9A. AMENDMENT OF SOLICITATION NO.		
		9B. DATED (SEE ITEM 11)		
		X 10A. MOD. OF CONTRACT ORDER NO. DASG80-88-C-0001		
		X 10B. DATED (SEE ITEM 13) 30-Jan-1998		
CODE <b>05716</b>		FACILITY CODE		
<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>				
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended.				
Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.				
<b>12. ACCOUNTING AND APPROPRIATION DATA (If required)</b>				
See Schedule				
<b>13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT ORDERS</b>				
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.				
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.				
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).				
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:				
X D. OTHER (Specify type of modification and authority) Limitation of Funds				
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.				
<b>14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)</b> Modification Control Number: <span style="background-color: black; color: black;">XXXXXXXXXX</span> Due to a Standard Procurement System defect, the date shown in Block 10B of the SF30 may be inaccurate. The date should be 30 January 1998. <span style="float: right;">(b)(6)</span>  The purpose of this Modification is to: (1) Correct an Acctg code listed on Mod F00142 per JLENS Program Office on CLIN 0017AA and CLIN 0017AD (REPLACED SUBCLIN 0017AD with SUBCLIN 0017AH) (See page 2 for explanation); (2) Correct amount stated on cover page of Mod F00142 CLIN 0017AD from \$173,050 to \$173,798 for Admin purposes (See page 2 for explanation) and (3) incrementally fund CLIN 0017AA in the amount of \$26,300,000.  Except as referenced above, all other terms and conditions of the original contract remain unchanged.				
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.				
15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)		
		<span style="background-color: black; color: black;">XXXXXXXXXX</span> <span style="float: right;">(b)(6)</span>		
3. CONTRACTOR OFFEROR		15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)			<span style="background-color: black; color: black;">XXXXXXXXXX</span>	08-Nov-2007
		(Signature of Contracting Officer)		

EXCEPTION TO SF 30  
APPROVED BY OIRM 11-84

30-105-04

STANDARD FORM 30 (Rev. 10-8)  
Prescribed by GSA  
FAR (48 CFR) 53.243

001343

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION A - EXPLANATION OF CHANGES ON MOD P00144:

- (1) Due to an error in the Acctg Code on the funding document for Mod P00142, SUBCLIN 0017AA funding line ACRN: KS was decreased by \$34M and SUBCLIN 0017AD funding line ACRN: KS was decreased by \$173,798. Per the new Acctg Code funding document: SUBCLIN ACRN: KT was increased by \$34M and SUBCLIN 0017AD is replaced with a new SUBCLIN 0017AH due to the Procurement System, therefore, SUBCLIN 0017AH ACRN: KT was increased by \$173,798.
- (2) Corrected stated amount on cover page of Mod P00142 for SUBCLIN 0017AD from \$173,050 to \$173,798, however, since this mod decreased this line item to \$0 for reasons described in (1) above, this is a mute point.
- (3) Increased SUBCLIN 0017AA ACRN: KN by \$300,000 and SUBCLIN 0017AA ACRN: KT by \$26M per a new funding document to incrementally fund SUBCLIN 0017AA.

SECTION B - SUPPLIES OR SERVICES AND PRICES

SUBCLIN 0017AD

The CLIN description has changed from FY 08 [REDACTED] S/W Upgrade to SEE SUBCLIN 0017AH.

The CLIN extended description has changed from 1 Year MSCT Software Upgrade, Product No. 0403002 (Qty of [REDACTED]) AND 1 Year [REDACTED] Upgrade, Product No. 0402001 (Qty of [REDACTED]) for FY08 for CLIN 0017AA MSCT & Tactical Display Software Licenses purchased in August, 2007. to \*\*\* THIS SUBCLIN IS CANCELLED DUE TO ACCTG CODE ERROR AND REPLACED WITH SUBCLIN 0017AH..

(b)(3)(A)  
(i)&Title  
10 Sec  
130 (a)  
(b)

The target cost has decreased by [REDACTED]  
The target profit/fee has decreased by [REDACTED]  
The total cost of this line item has decreased by \$173,798.00 from \$173,798.00 to \$0.00.

(b)(4)

SUBCLIN 0017AH is added as follows:

001344

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0017AH EXERCISED OPTION	FY 08 [REDACTED] & Tactical Display S/W Upgrde CPIF 1 Year MSCT Software Upgrade, Product No. 0403002 [REDACTED] AND 1 Year [REDACTED] Upgrade, Product No. 0402001 [REDACTED] for FY08 for CLIN 0017AA [REDACTED] Software Licenses purchased in August, 2007. THIS SUBCLIN REPLACES SUBCLIN 0017AD DUE TO ACCTG DATA ERROR. FOB: Destination		LOT		(b)(3)(A)(i)&Title 10 Sec 130 (a)(b)  (b)(4)
				TARGET COST	[REDACTED]
				TARGET FEE	
				TOTAL TGT COST + FEE	\$173,798.00
				MINIMUM FEE	\$0.00
				MAXIMUM FEE	\$0.00
				SHARE RATIO ABOVE TARGET	
				SHARE RATIO BELOW TARGET	
	ACRN KT				\$173,798.00
	CIN: 00000000000000000000000000000000				

**SECTION G - CONTRACT ADMINISTRATION DATA**

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by \$26,300,000.00 from \$488,402,217.52 to \$514,702,217.52.

SUBCLIN 0017AA:

KN: 21 7 2040 5L 5L68 P172419E555L 255Y 4M7J730000 S01021 4MJ730000/74MJLE/4M was increased by \$300,000.00 from \$193,898,851.00 to \$194,198,851.00

KS: 21 8 2040 5L 5L68 P172419E555L 255Y 4M8J710600 S01021 4M8J710800/84MJLE/4M5 was decreased by \$34,000,000.00 from \$34,000,000.00 to \$0.00

KT: 21 8 2040 5L 5L68 P172419E555L 255Y 4M8J710600 S01021 4M8J710600/84MJLE/4M5 was increased by \$60,000,000.00 from \$0.00 to \$60,000,000.00

The contract ACRN KT has been added.

001345

SUBCLIN 0017AD:

KS: 21 8 2040 5L 5L68 P172419E555L 255Y 4M8J710600 S01021 4M8J710800/84MJLE/4M5 (CIN 00000000000000000000000000000000) was decreased by \$173,798.00 from \$173,798.00 to \$0.00

SUBCLIN 0017AH:

Funding on SUBCLIN 0017AH is initiated as follows:

ACRN: KT

CIN: 00000000000000000000000000000000

Acctng Data: 21 8 2040 5L 5L68 P172419E555L 255Y 4M8J710600 S01021 4M8J710600/84MJLE/4M5

Increase: \$173,798.00

Total: \$173,798.00

(End of Summary of Changes)

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AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE V	PAGE OF PAGES 1   2	
2. AMENDMENT/MODIFICATION NO. 0145	3. EFFECTIVE DATE 28-Nov-2007	4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO (If applicable)	
6. ISSUED BY CODE W9113M US ARMY SPACE & MISSILE DEFENSE COMMAND SMDC-RDCM PO BOX 1500 HUNTSVILLE AL 35807-3801		7. ADMINISTERED BY (If other than item 6) CODE S2205A DCMA RAYTHEON 50 APPLE HILL DRIVE MS T2FR2 TEWKSURY MA 01876			
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) RAYTHEON COMPANY 350 LOWELL ST ANDOVER MA 01810-4400			9A. AMENDMENT OF SOLICITATION NO.		
			9B. DATED (SEE ITEM 11)		
			X 10A. MOD. OF CONTRACT/ORDER NO. DASG60-98-C-0001		
			X 10B. DATED (SEE ITEM 13) 30-Jan-1998		
CODE 05716			FACILITY CODE		
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of offer <input type="checkbox"/> is extended. <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS ORDERS IT MODIFIES THE CONTRACT ORDER NO. AS DESCRIBED IN ITEM 14.					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
B. THE ABOVE NUMBERED CONTRACT ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(13).					
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:					
X D. OTHER (Specify type of modification and authority) Limitation of Funds					
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: [REDACTED] (b)(6) Due to a Standard Procurement System defect, the date shown in Block 10B of the SF30 may be inaccurate. The date should be 30 January 1998. The purpose of this Modification P00145 is to incrementally fund CLIN 0017AA in the amount of \$36,000,000. Except as referenced above, all other terms and conditions of the original contract remain unchanged.					
Except as provided herein all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect (b)(6)					
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)		
CONTRACTOR OFFEROR			UNITED STATES OF AMERICA		
15C. DATE SIGNED			16C. DATE SIGNED		
(Signature of person authorized to sign)			BY [REDACTED] 26-Nov-2007		

EXCEPTION TO SF 30  
APPROVED BY OIRM 11-84

30-105-04

STANDARD FORM 30 (Rev. 10-8)  
Prescribed by GSA  
FAR (48 CFR) 53.243

001352

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

**SUMMARY OF CHANGES**

SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by \$36,000,000.00.

KT: 21 8 2040 5L 5L68 P172419E555L 255Y 4M8J710600 S01021 4M8J710600/84MJLE/4M5 was increased by \$36,000,000.00 from \$60,000,000.00 to \$96,000,000.00

(End of Summary of Changes)

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AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE V	PAGE OF PAGES 1   2
AMENDMENT/MODIFICATION NO 00146	3 EFFECTIVE DATE 20-Dec-2007	4. REQUISITION/PURCHASE REQ. NO		5 PROJECT NO (If applicable)
6 ISSUED BY US ARMY SPACE & MISSILE DEFENSE COMMAND SMDC-RDCM PO BOX 1000 HUNTSVILLE AL 35807-3801	CODE WB113M	7 ADMINISTERED BY (If other than item 6) DCMA RAYTHEON 50 APPLE HILL DRIVE M/S T2FR2 TEWKSBURY MA 01876		CODE S2205A
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) RAYTHEON COMPANY 360 LOWELL ST. ANDOVER MA 01810-4400			9A. AMENDMENT OF SOLICITATION NO.	
			9B. DATED (SEE ITEM 11)	
			X 10A. MOD. OF CONTRACT/ORDER NO. DASG60-98-C-0001	
			X 10B. DATED (SEE ITEM 13) 30-Jan-1998	
CODE 05716	FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.				
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule				
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.				
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.				
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).				
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:				
X D. OTHER (Specify type of modification and authority) "Limitation of Funds"				
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.				
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: [REDACTED] (b)(6) Due to a Standard Procurement System defect, the date shown in Block 10B of the SF30 may be inaccurate. The date should be 30 January 1998. The purpose of this Modification P00146 is to incrementally fund CLIN 0017AA in the amount of \$36,000,000. Except as referenced above, all other terms and conditions of the original contract remain unchanged.				
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect. (b)(6)				
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
15B. CONTRACTOR/OFFEROR			16B. UNITED STATES OF AMERICA	
15C. DATE SIGNED			16C. DATE SIGNED	
(Signature of person authorized to sign)			(Signature of Contracting Officer)	

001356

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

**SUMMARY OF CHANGES**

SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by \$36,000,000.00.

KT: 21 8 2040 5L 5L68 P172419E555L 255Y 4M8J710600 S01021 4M8J710600/84MJLE/4M5 was increased by \$36,000,000.00 from \$96,000,000.00 to \$132,000,000.00

(End of Summary of Changes)

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AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1 CONTRACT ID CODE V	PAGE OF PAGES 1   2	
2 AMENDMENT MODIFICATION NO. 0147	3 EFFECTIVE DATE 08-Jan-2008	4 REQUISITION PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)			
6 ISSUED BY US ARMY SPACE & MISSILE DEFENSE COMMAND SMDC-RDCM PO BOX 1500 HUNTSVILLE AL 35807-3801	CODE W9113M	7 ADMINISTERED BY (If other than item 6) DCMA RAYTHEON 50 APPLE HILL DRIVE M/S T2F2 TEWKSBURY MA 01878		CODE S2205A		
8 NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) RAYTHEON COMPANY 350 LOWELL ST. ANDOVER MA 01810-4400				9A. AMENDMENT OF SOLICITATION NO.		
				9B. DATED (SEE ITEM 11)		
				X	10A. MOD. OF CONTRACT/ORDER NO. DASG60-98-C-0001	
				X	10B. DATED (SEE ITEM 13) 30-Jan-1998	
CODE 05716		FACILITY CODE				
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS						
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended. <input type="checkbox"/> is not extended.						
<p>Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:</p> <p>(a) By completing items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.</p>						
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule						
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT ORDER NO. AS DESCRIBED IN ITEM 14.						
A THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.						
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).						
C THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:						
X D. OTHER (Specify type of modification and authority) Limitation of Funds						
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.						
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: [REDACTED] (b)(6) Due to a Standard Procurement System defect, the date shown in Block 10B of the SF30 may be inaccurate. The date should be 30 January 1998. The purpose of this Modification F00147 is to incrementally fund CLIN 0017AA in the amount of \$152,075,000. Except as referenced above, all other terms and conditions of the original contract remain unchanged.  Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect (b)(6)						
15A NAME AND TITLE OF SIGNER (Type or print)  CONTRACTOR OFFEROR  (Signature of person authorized to sign)			16A NAME AND TITLE OF CONTRACTING OFFICER (Type or print) [REDACTED]			
15C DATE SIGNED		16B UNITED STATES OF AMERICA BY [REDACTED] (Signature of Contracting Officer)		16C DATE SIGNED 08-Jan-2008		

EXCEPTION TO SF 30  
APPROVED BY OIRM 11-84

30-105-04

001364

STANDARD FORM 30 (Rev. 10-83)  
Prescribed by GSA  
FAR (48 CFR) 53.243

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by \$152,075,000.00.

SUBCLIN 0017AA:

KN: 21 7 2040 5L 5L68 P172419E555L 255Y 4M7J730000 S01021 4M1730000/74MJLE/4M was increased by \$75,000.00 from \$194,198,851.00 to \$194,273,851.00

KT: 21 8 2040 5L 5L68 P172419E555L 255Y 4M8J710600 S01021 4M8J710600/84MJLE/4M5 was increased by \$152,000,000.00 from \$132,000,000.00 to \$284,000,000.00

(b)(4)

(b)(4)	Target Cost
(b)(4)	Target Fee
152,000,000.00	Total

(b)(4)

(b)(4)

(b)(4)	Target Cost	Fee	(b)(6)
(b)(4)	Target Fee	Cost	(b)(6)
75,000.00	Total		

(b)(4)

(b)(6)  
(b)(6)

(End of Summary of Changes)

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AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				CONTRACT ID CODE V	PAGE OF PAGES 1   3
2. AMENDMENT/MODIFICATION NO <b>P00148</b>	3. EFFECTIVE DATE 09-Jan-2008	4. REQUISITION/PURCHASE REQ NO		5. PROJECT NO (if applicable)	
6. ISSUED BY US ARMY SPACE & MISSILE DEFENSE COMMAND SMDC-RDCM PO BOX 1500 HUNTSVILLE AL 35807-3001	CODE WB113M	7. ADMINISTERED BY (if other than item 6) DCMA RAYTHEON 50 APPLE HILL DRIVE M8T2FR2 TEWKSBURY MA 01876		CODE S2205A	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) RAYTHEON COMPANY 350 LOWELL ST ANDOVER MA 01810-4400				9A. AMENDMENT OF SOLICITATION NO.	
				9B. DATED (SEE ITEM 11)	
				X 10A. MOD. OF CONTRACT/ORDER NO. DASG60-98-C-0001	
				X 10B. DATED (SEE ITEM 13) 30-Jan-1998	
CODE 05716		FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing items 8 and 13, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted, or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA (if required)					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).					
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:					
X D. OTHER (Specify type of modification and authority) The Changes Clause					
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return _____ copies to the issuing office					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: [REDACTED] Due to a Standard Procurement System defect, the date shown in Block 10B of the SF30 may be inaccurate. The date should be 30 January 1998.  The purpose of this Modification P00148 is to revise Section J to incorporate the revised GFE list for Spiral 1 and provide the DD1149 for transfer of Spiral 1 Equipment to Gov't Contract DASG60-00-C-0091.  Except as referenced above, all other terms and conditions of the original contract remain unchanged.					
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remain unchanged and in full force and effect.					
15A. NAME [REDACTED] (print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)		
[REDACTED]			TEL: [REDACTED] EMAIL: [REDACTED]		
15C. DATE SIGNED 10 JAN 08 (Signature of person authorized to sign)		16B. UNITED STATES OF AMERICA [REDACTED] (Signature of Contracting Officer)		16C. DATE SIGNED [REDACTED]	

EXCEPTION TO SF 30  
APPROVED BY OIRM 11-84

30-105-04

001372

STANDARD FORM 30 (Rev. 10-83)  
Prescribed by GSA  
FAR (48 CFR) 53.243

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION J - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

The following have been modified:

J-1

5. SECTION J - LIST OF ATTACHMENTS:

Section J is changed as shown below:

<u>TITLE</u>	<u>DATE</u>	<u># OF PAGES</u>
<u>CLIN 0017:</u> JLENS System Development and Demonstration (SDD) Program Statement of Work (Revised by Incorporating CSDR Plans dated 20 Febr 2007 in Appendix C per Modification P00136)	30 Nov 06 - Revised 20 Febr 07	37
Contract Data Requirements List (DD Form 1423) Exhibit A with Distribution List & Data Item Nos. B001 through B062 (Replace Data Item Nos. B026 and B027, only Per Modification P00136) (Replace Data Item Nos. B048 and B049, only Per Modification P00143 & to add statement in Section A of Modification P00143)	01 Dec 06  Revised 05 Apr 07 Revised 24 Oct 07	63
*Added statement below to address weekends/Holidays: (In Mod P00143)	24 October 07	
*Per a mutual agreement between Raytheon and JLENS Product Office all Contract Data Requirements List (CDRL's) (DD Form 1423) are due on the next business day after the required due date if the due date falls on Saturday, Sunday or a Government Holiday. In addition, for any CDRL with a requirement to resubmit within 10 days or less after receipt of comments, where Raytheon receives the comments on a Friday, the timeframe for resubmittal will begin on the next business day. Statement added in Mod P00143 on 24 Oct. 2007.		
GFE/GFP/GFS List for SDD Replaced with Rev. B List **Add items below For record-keeping purposes (Per Mod P00143)	28 Nov 06 15 Oct 07 Revised 22 Oct 07	2 6

\*\*Per the [REDACTED] Raytheon is authorized rent free use on a non-interference use of the equipment listed below for utilization on JLENS Fire Control Radar [REDACTED] 0001 for the period from 19 April 2007 through 30 September 2011.

(b)(3)(A)  
(i)&Title  
10 Sec  
130 (a)  
(b)



001373

(Prime Contract HQ0006-01-C-0001) (UEWR)

[Redacted]

(b)(3)  
(A)  
(i)&Title  
e 10 Sec  
130 (a)  
(b)

[Redacted]

Hereby added in Mod P00148 for tracking purposes:

Originated in Basic Contract:

Government Furnished Equipment - Spiral 1

(Spiral 1 Equipment Transferred to Government

Contract DASG60-00-C-0091, DD Form 1149 (attached)

20 Jun 03	1 List
25 Mar 07*	34 pages
(Revised 21 Nov 07)*	34 pages

[Redacted]

Ship to address:

[Redacted]

(b)  
(b)  
(b)(3)(A)  
(i)&Title  
10 Sec  
130 (a)(b)

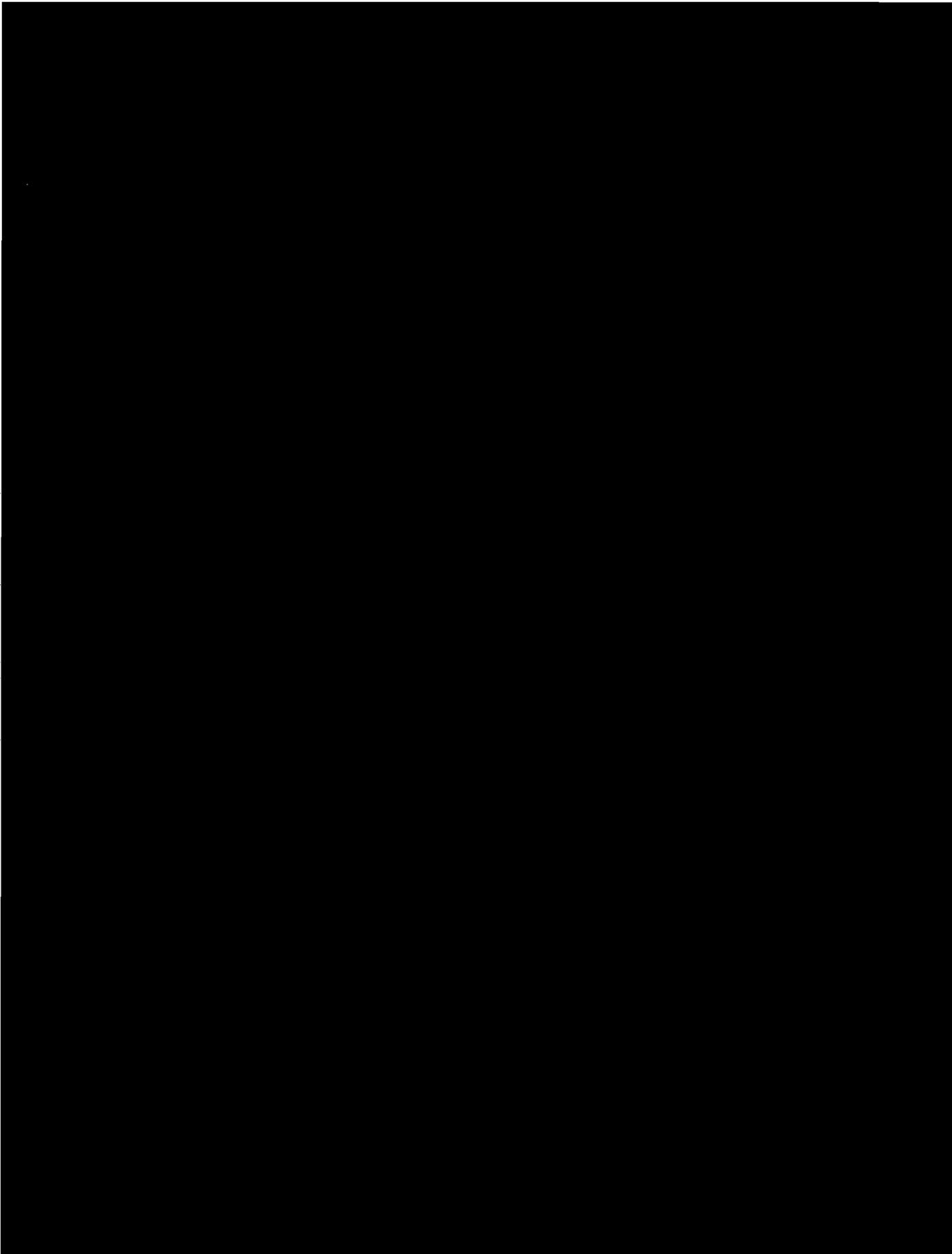
\*NOTE: Items 1-1060 transferred to Contract DASG60-00-C-0091 per revised GFE list dated 21 Nov 07. Items 1061 – 1116 GFE items retained on Contract DASG60-98-C-0001 for Spiral 2 per GFE list dated 25 Mar 07.

(End of Summary of Changes)

001374



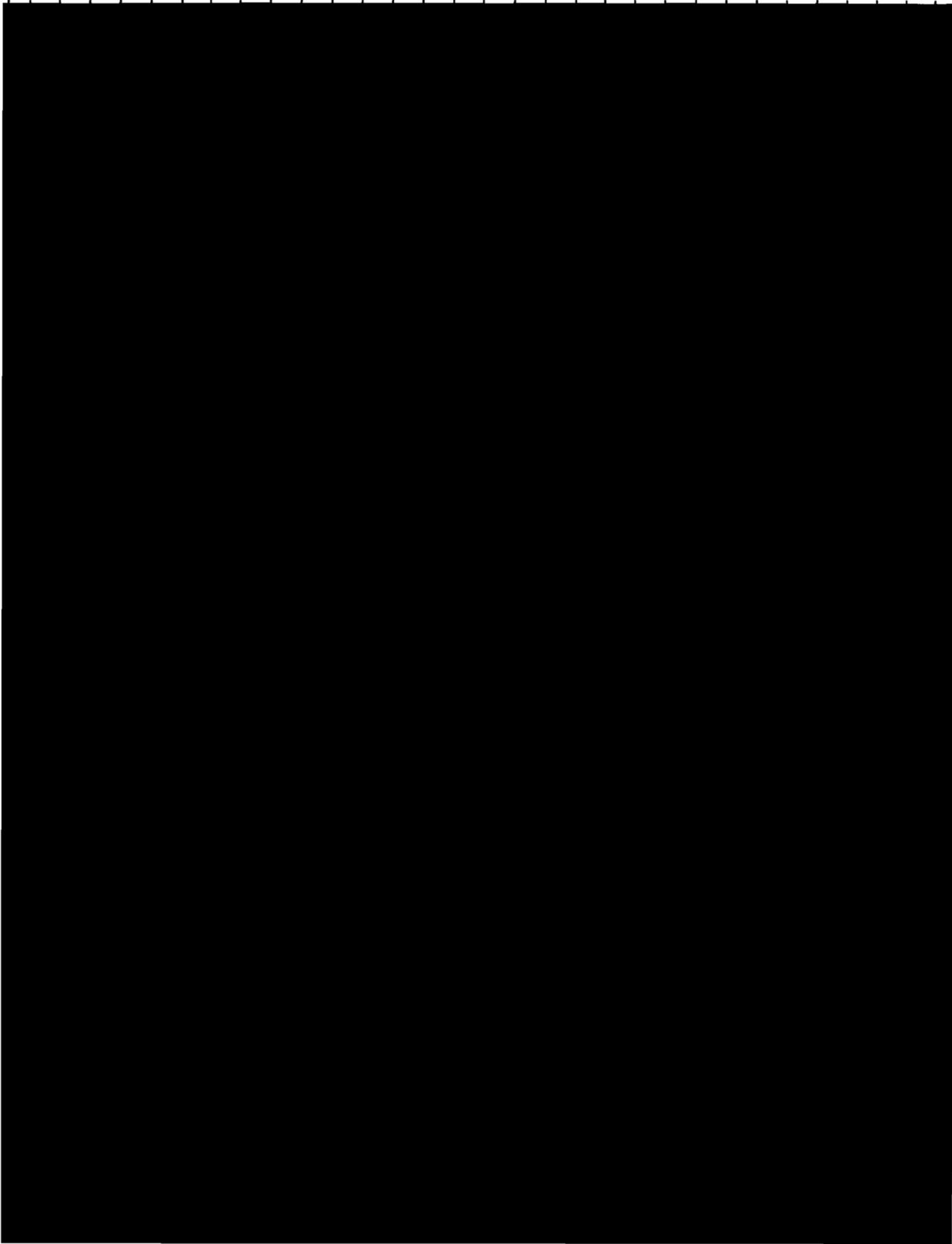
Spiral 1 Equip List (25-March-07)



(b)(3)(A)(i)&Title 10 Sec 130 (a)(b)

001376

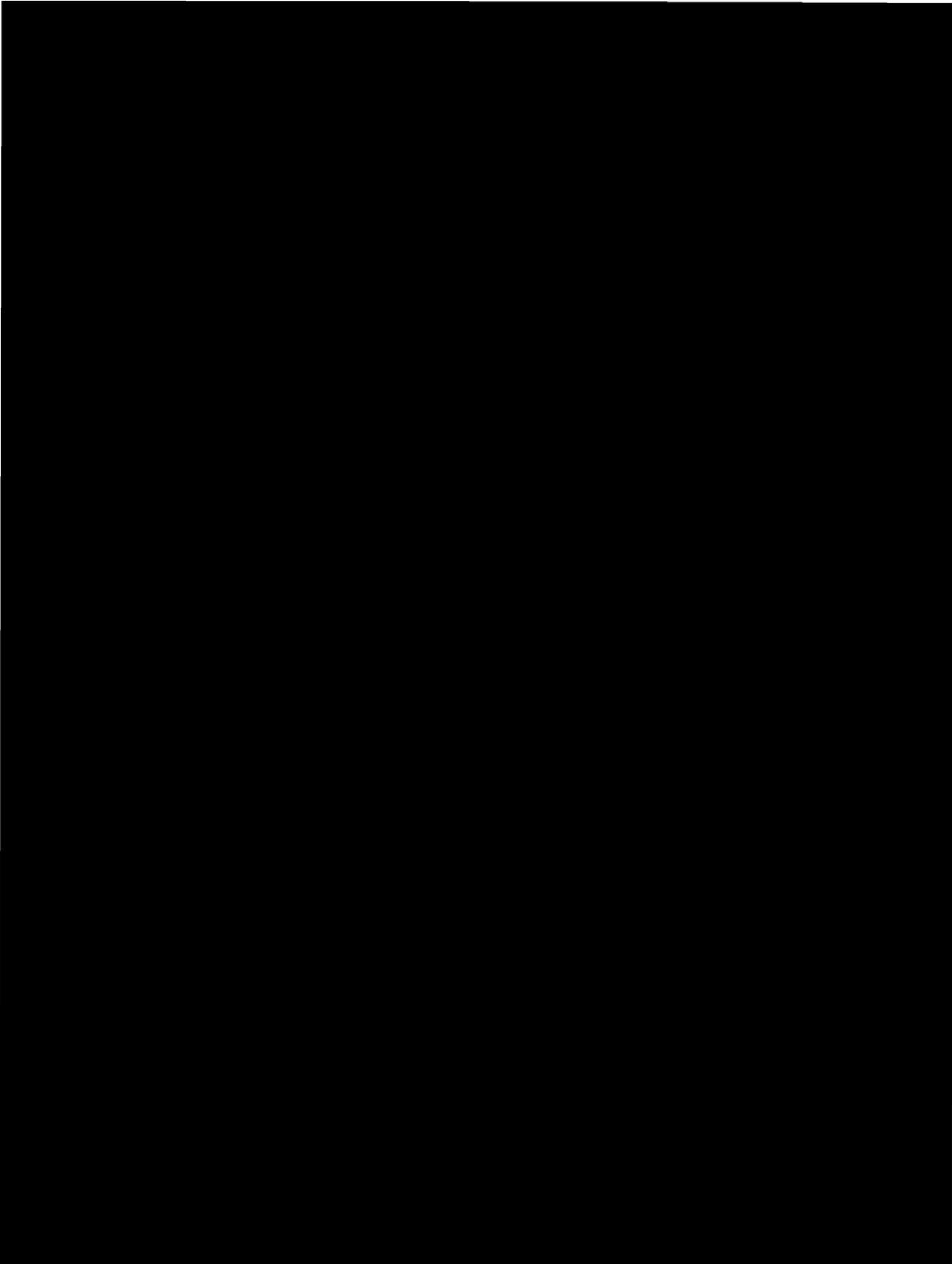
(b)(3)(A)(i)&Title 10 Sec 130 (a)(b)



(b)(3)(A)(i)&Title 10 Sec 130 (a)(b)

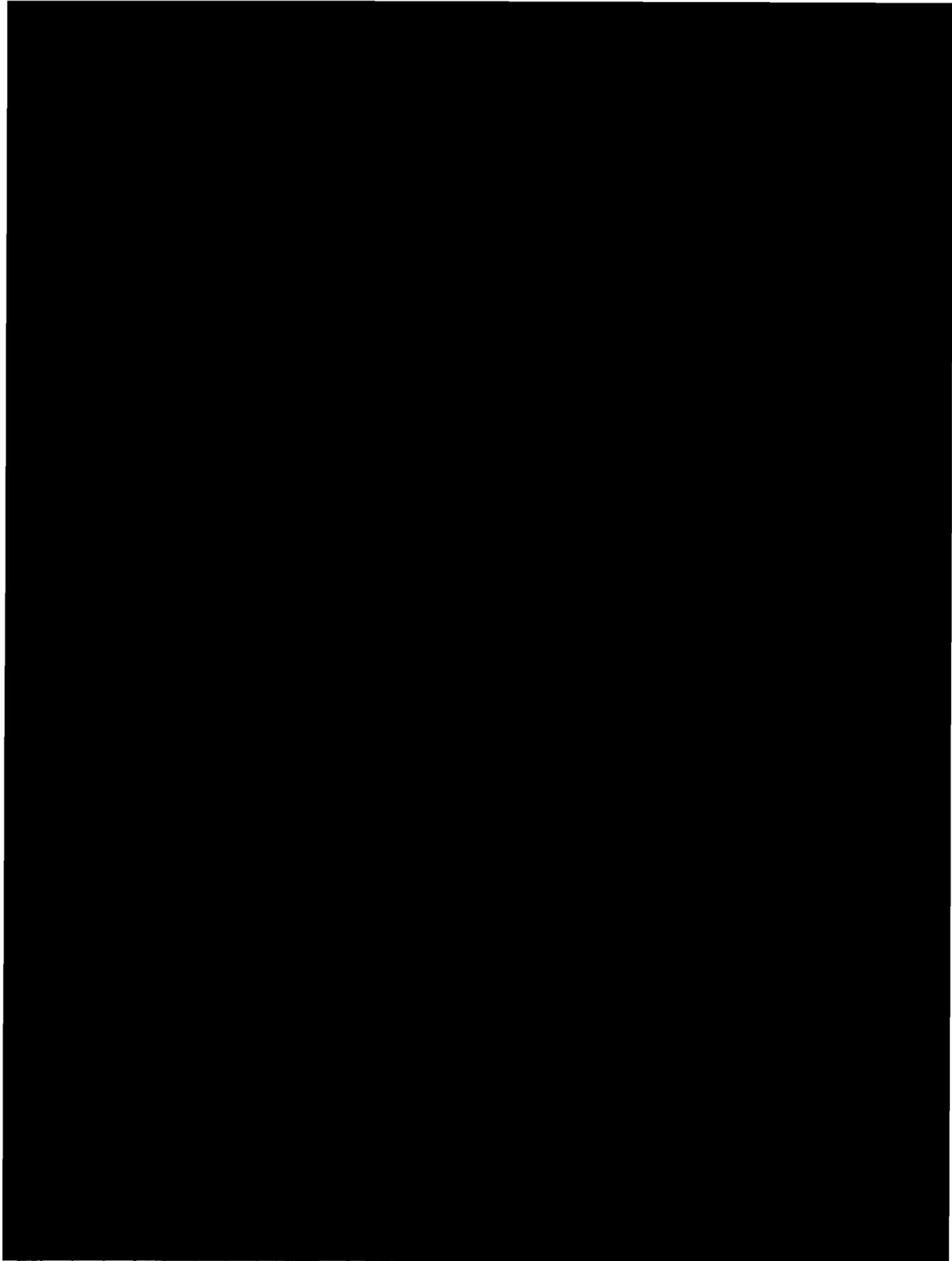
001377

(b)(3)(A)(i)&Title 10 Sec 130 (a)  
(b)



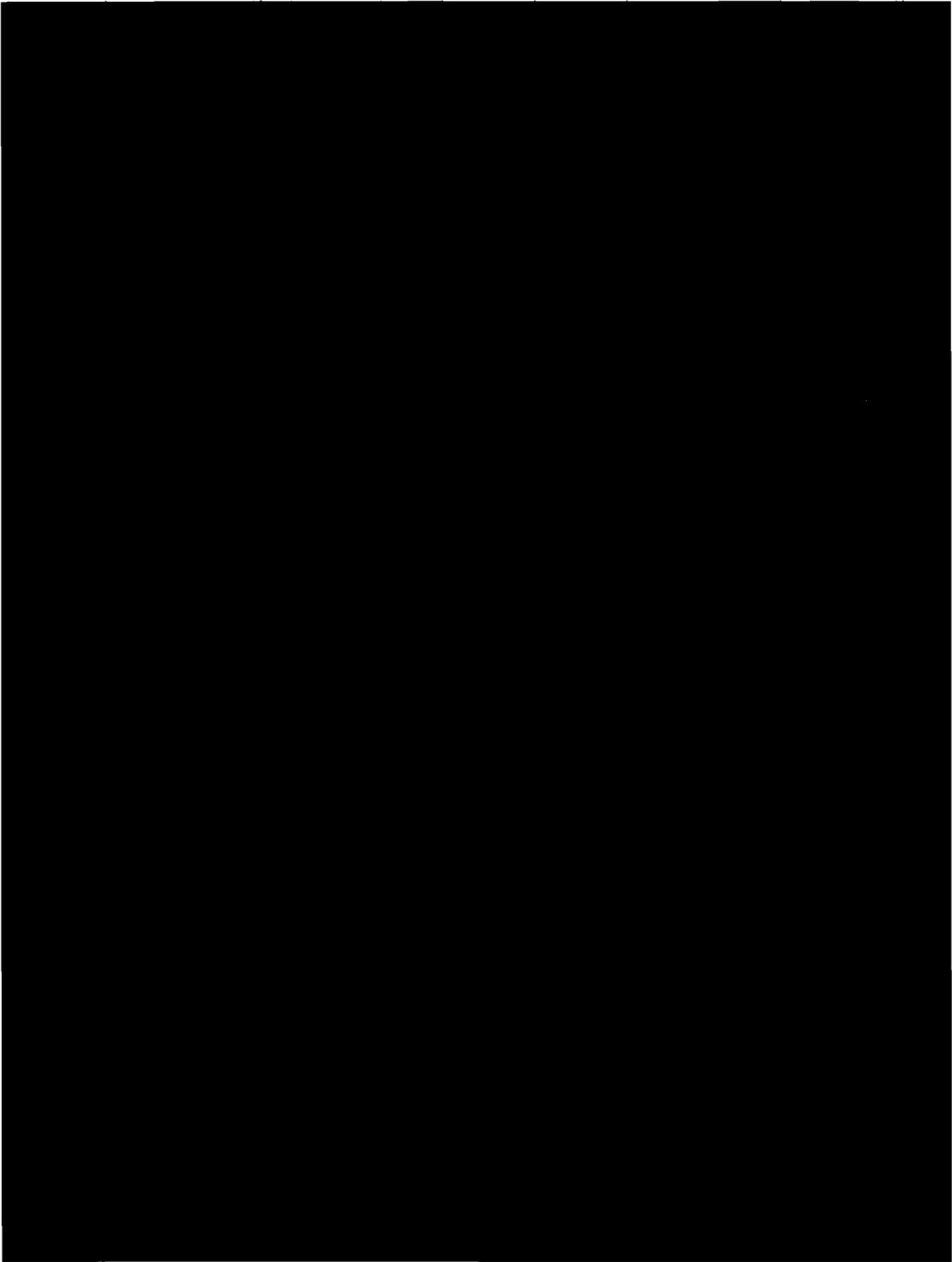
001378

(b)(3)(A)(i)&Title 10 Sec 130 (a)(b)



001379

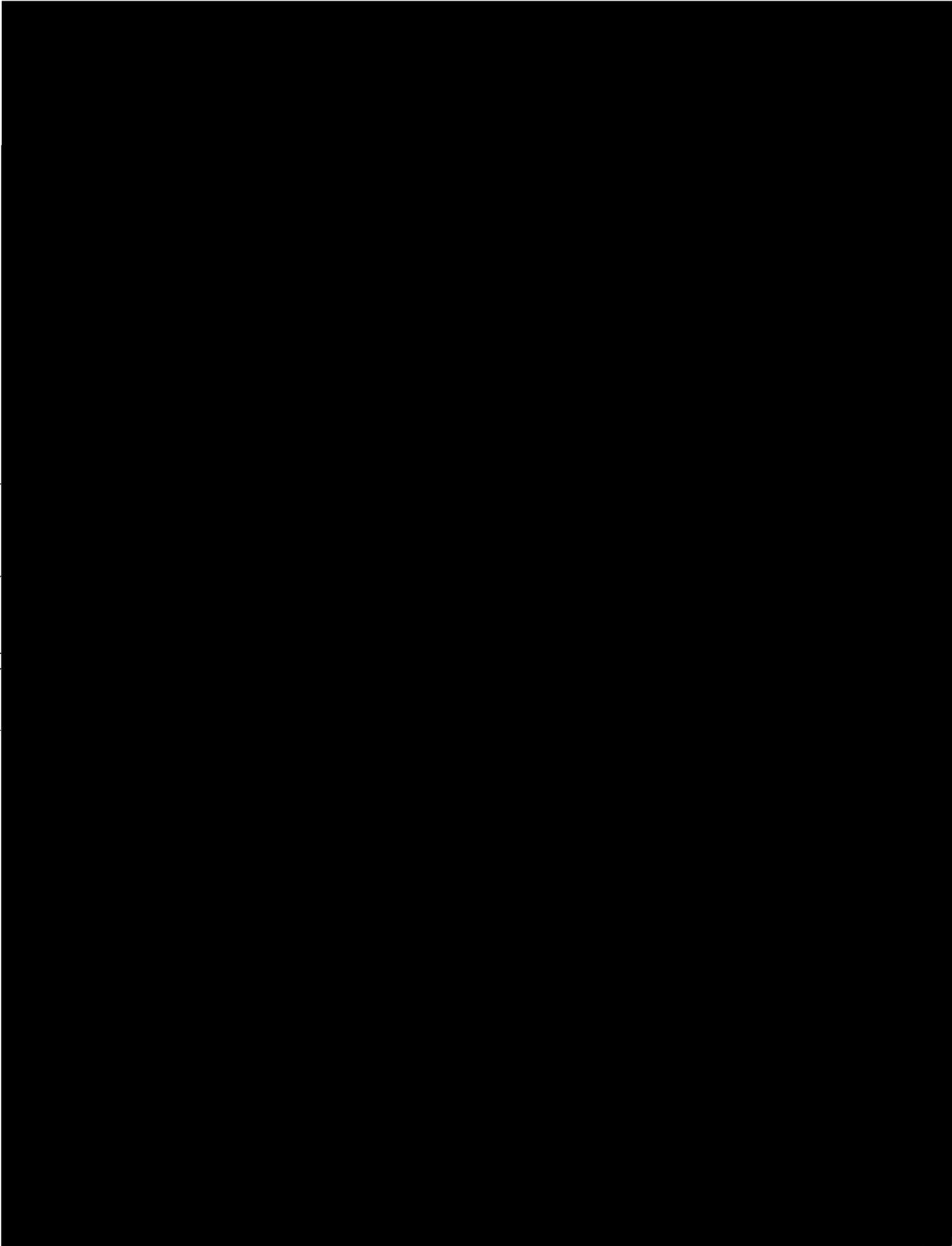
Spiral 1 Equip list (25-March-07)



001380

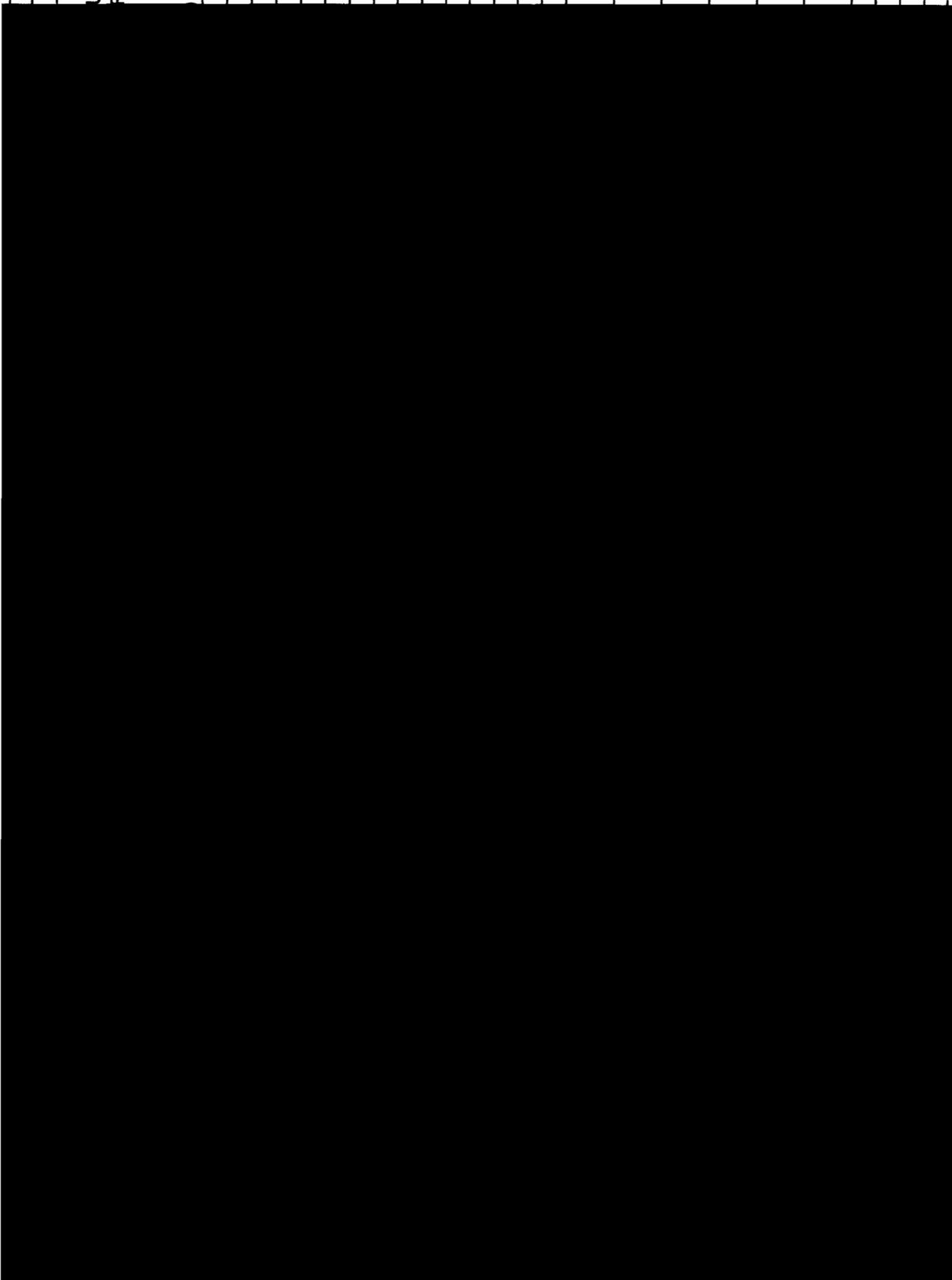
(b)(3)(A)(i)&Title 10 Sec 130 (a)(b)

Spiral 1 Equip ist (25-March-07)



001381

(b)(3)(A)(i)&Title 10 Sec 130 (a)(b)

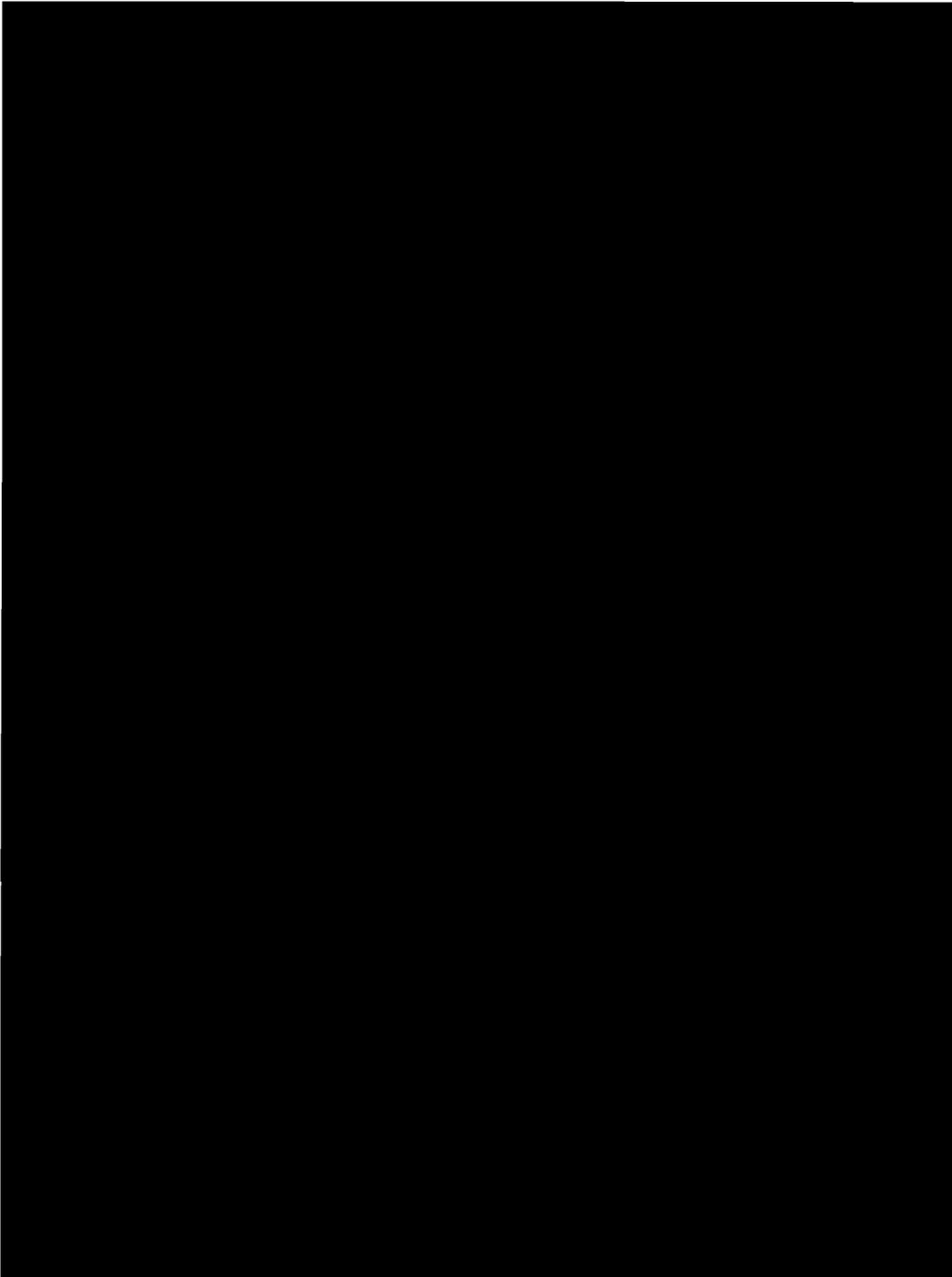


001382

(b)(3)(A)(i)&Title 10 Sec  
130 (a)(b)

001383

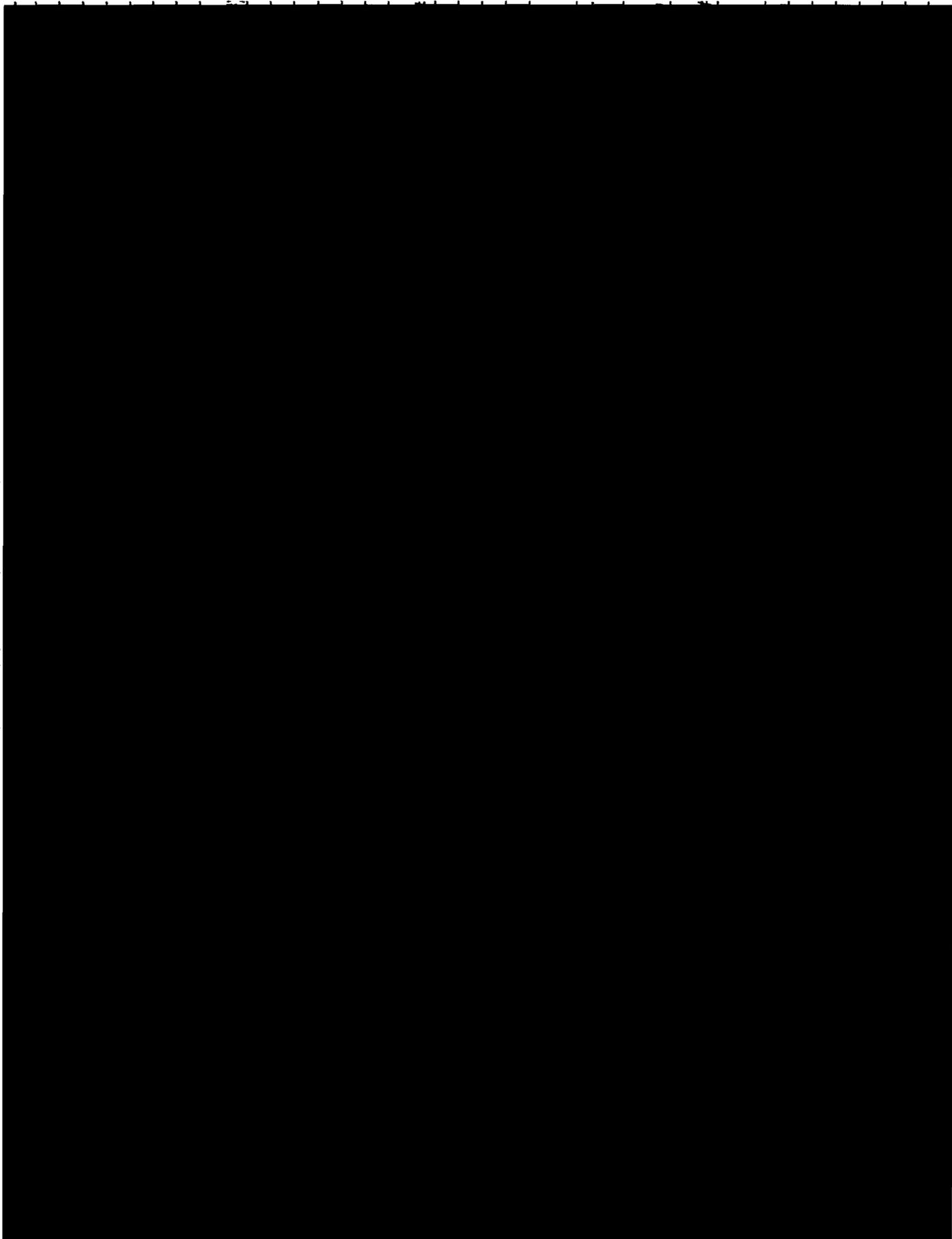
(b)(3)(A)(i)&Title 10 Sec 130  
(a)(b)



001384

(b)(3)(A)(i)&Title 10 Sec 130 (a)(b)

Spiral 1 Equip List (25-March-07)

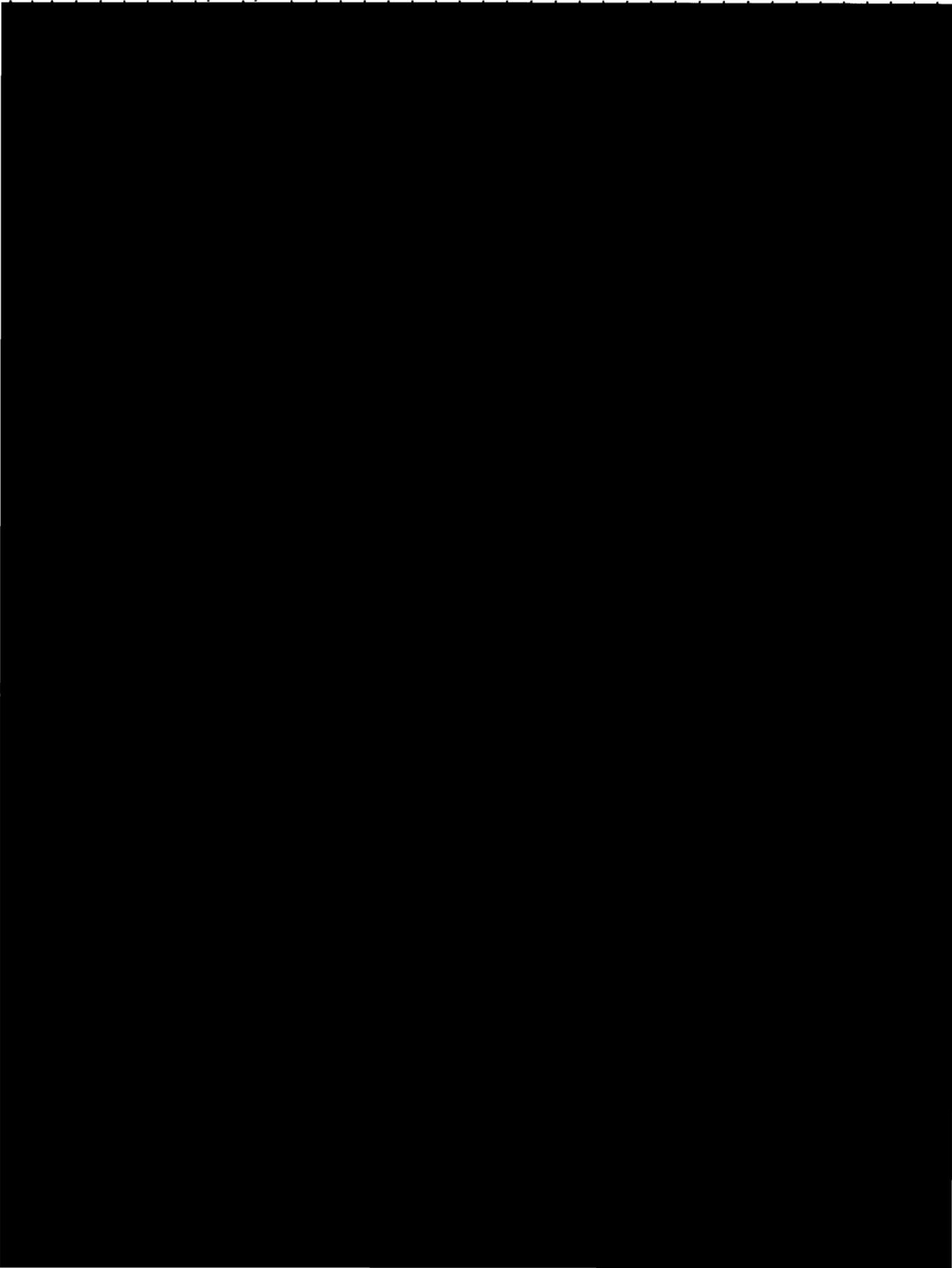


001385

(b)(3)(A)(i)&Title 10 Sec 130 (a)(b)

Spiral 1 Equip List (25-March-07)

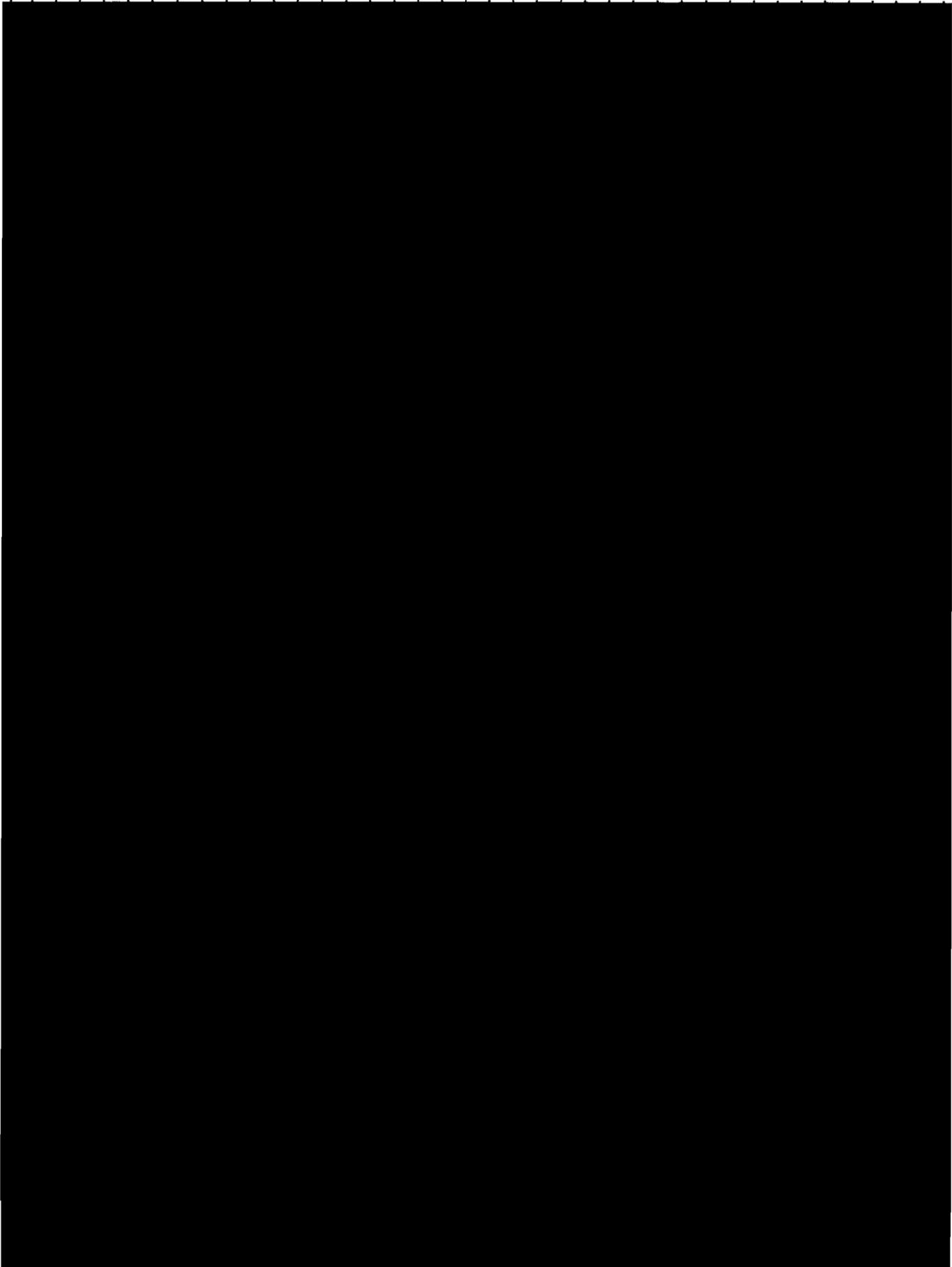
10-27-07



001386

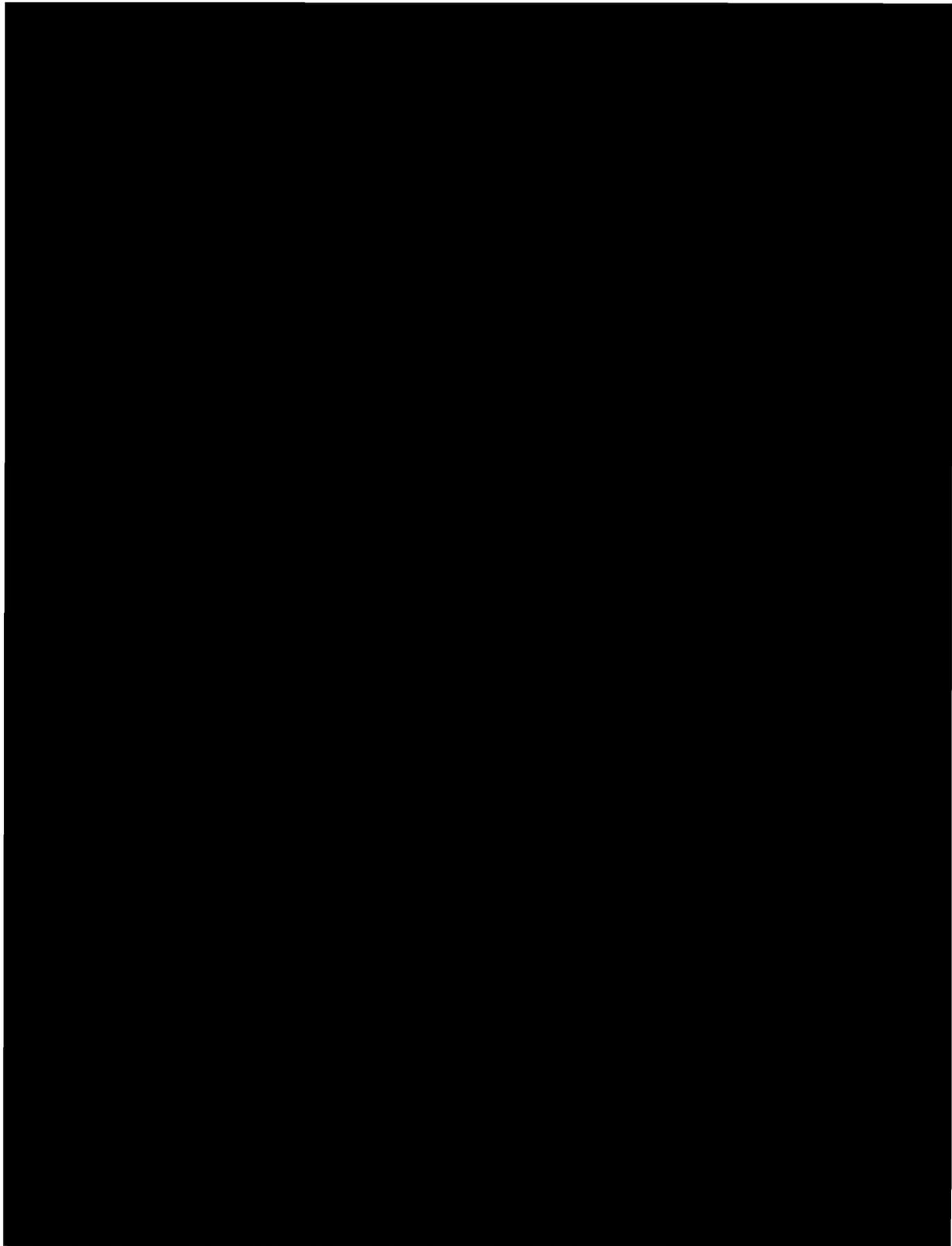
(b)(3)(A)(i)&Title 10 Sec  
130 (a)(b)

001387



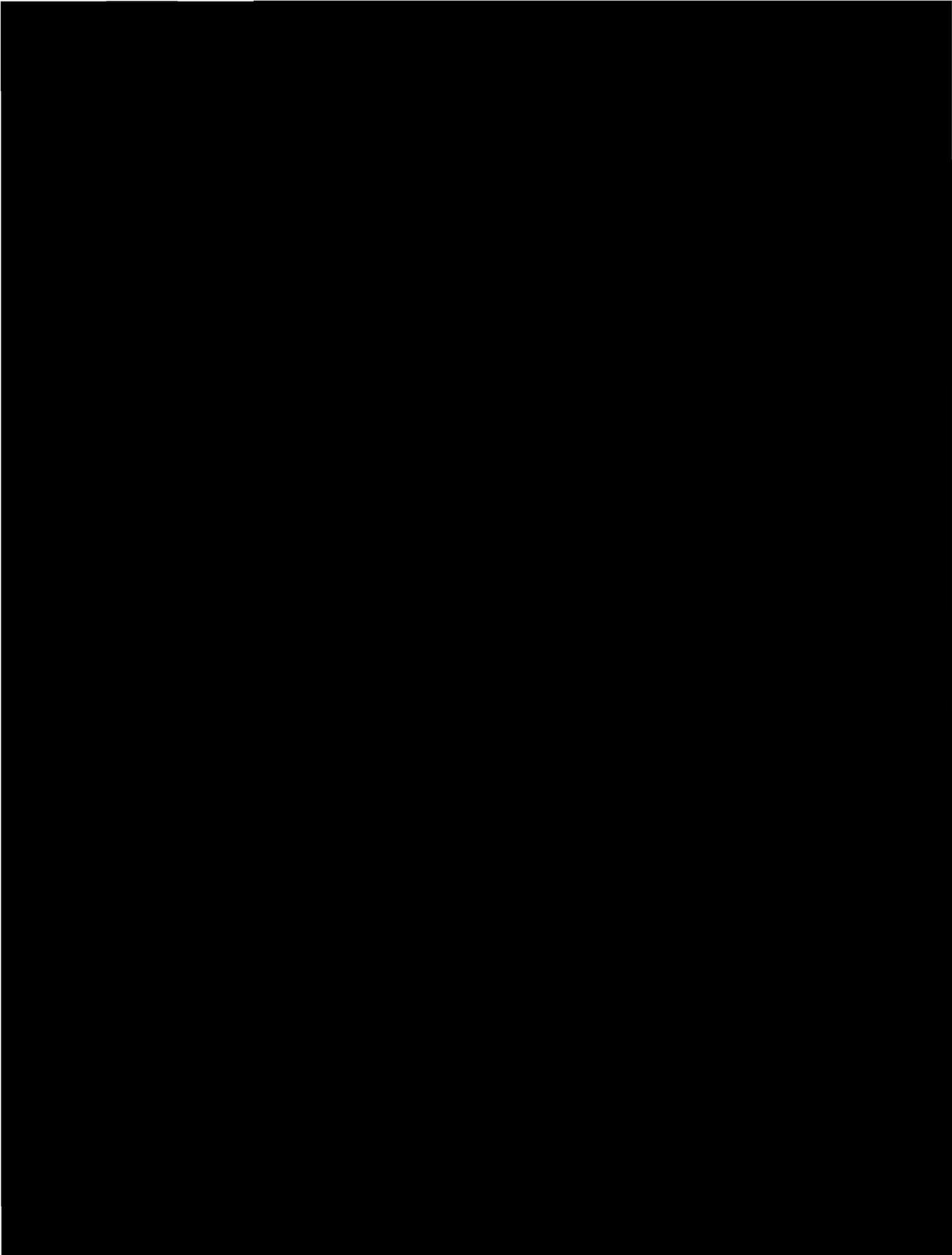
001388

(b)(3)(A)(i)&Title 10 Sec 130  
(a)(b)



001389

(b)(3)(A)(i)&Title 10 Sec  
130 (a)(b)

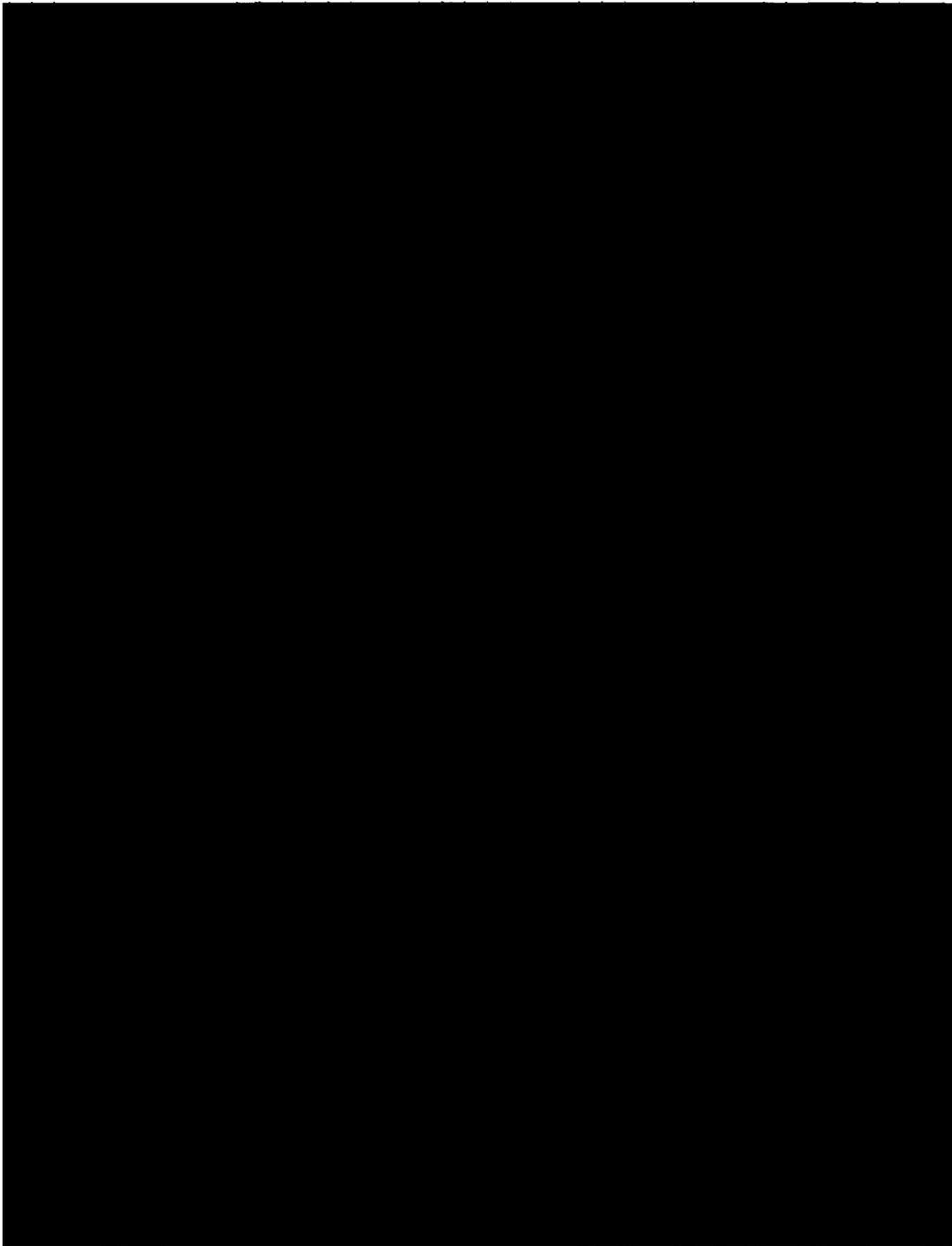


001390

(b)(3)(A)(i)&Title 10 Sec  
130 (a)(b)

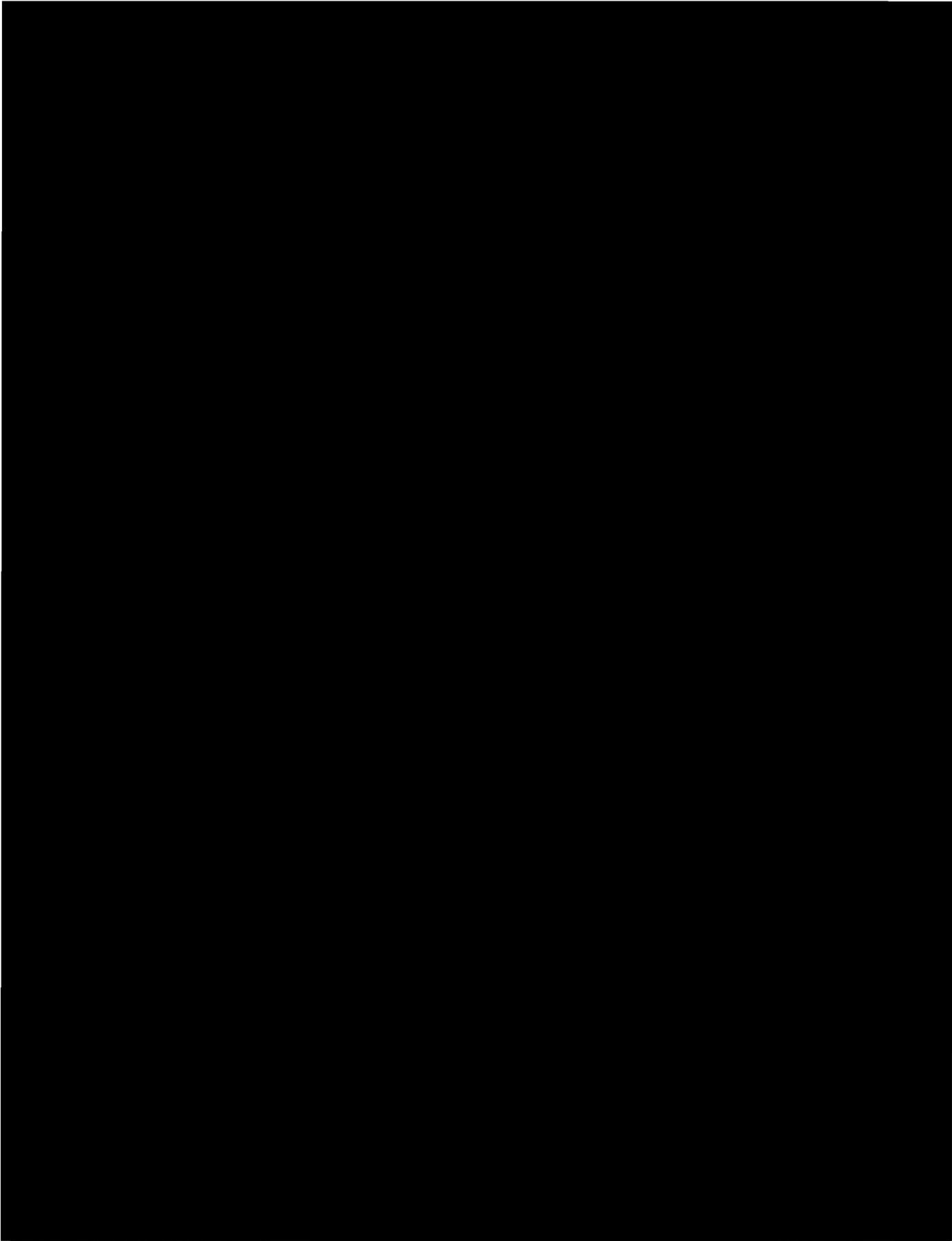
001391

(b)(3)(A)(i)&Title 10 Sec 130  
(a)(b)



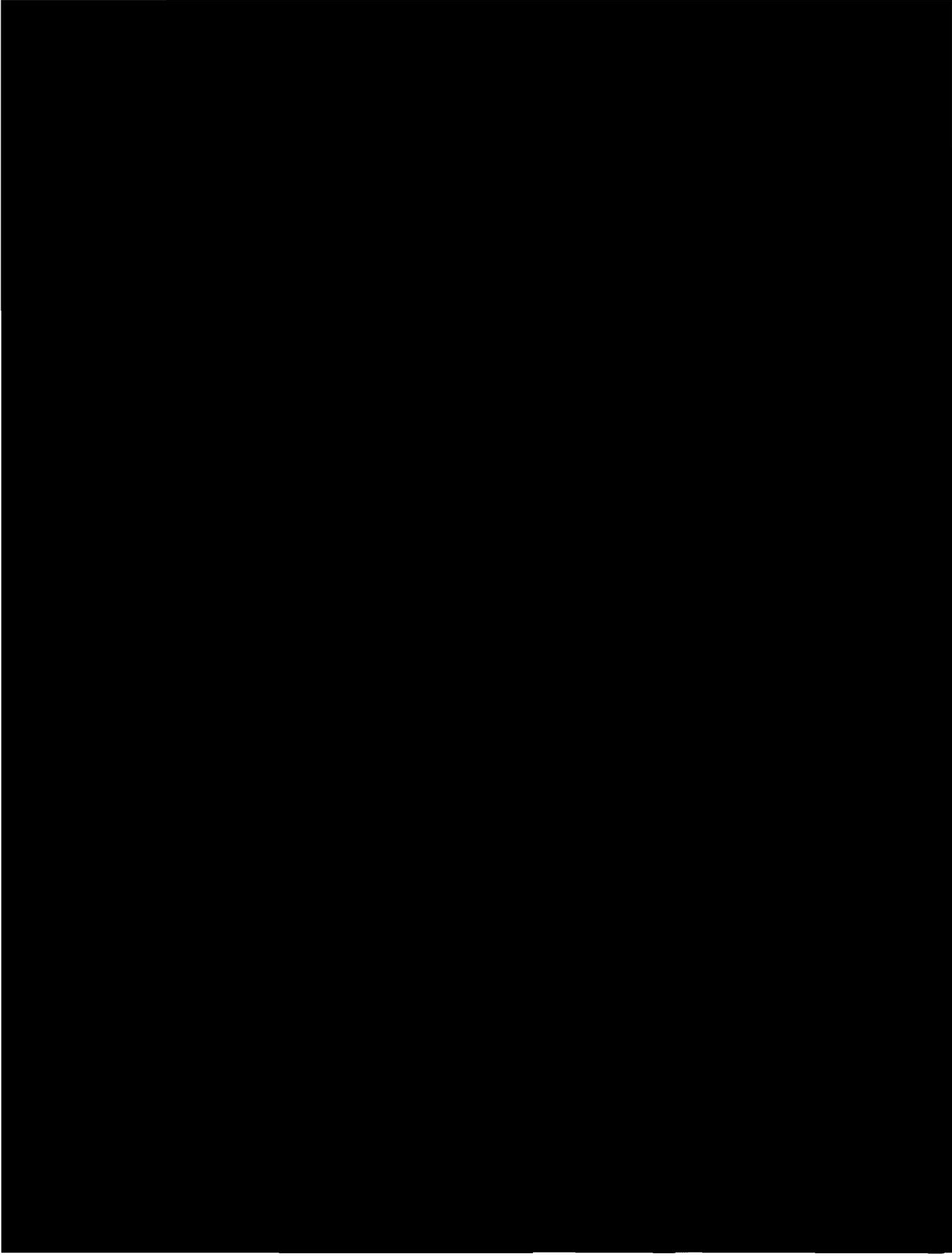
001392

(b)(3)(A)(i)&Title 10 Sec  
130 (a)(b)



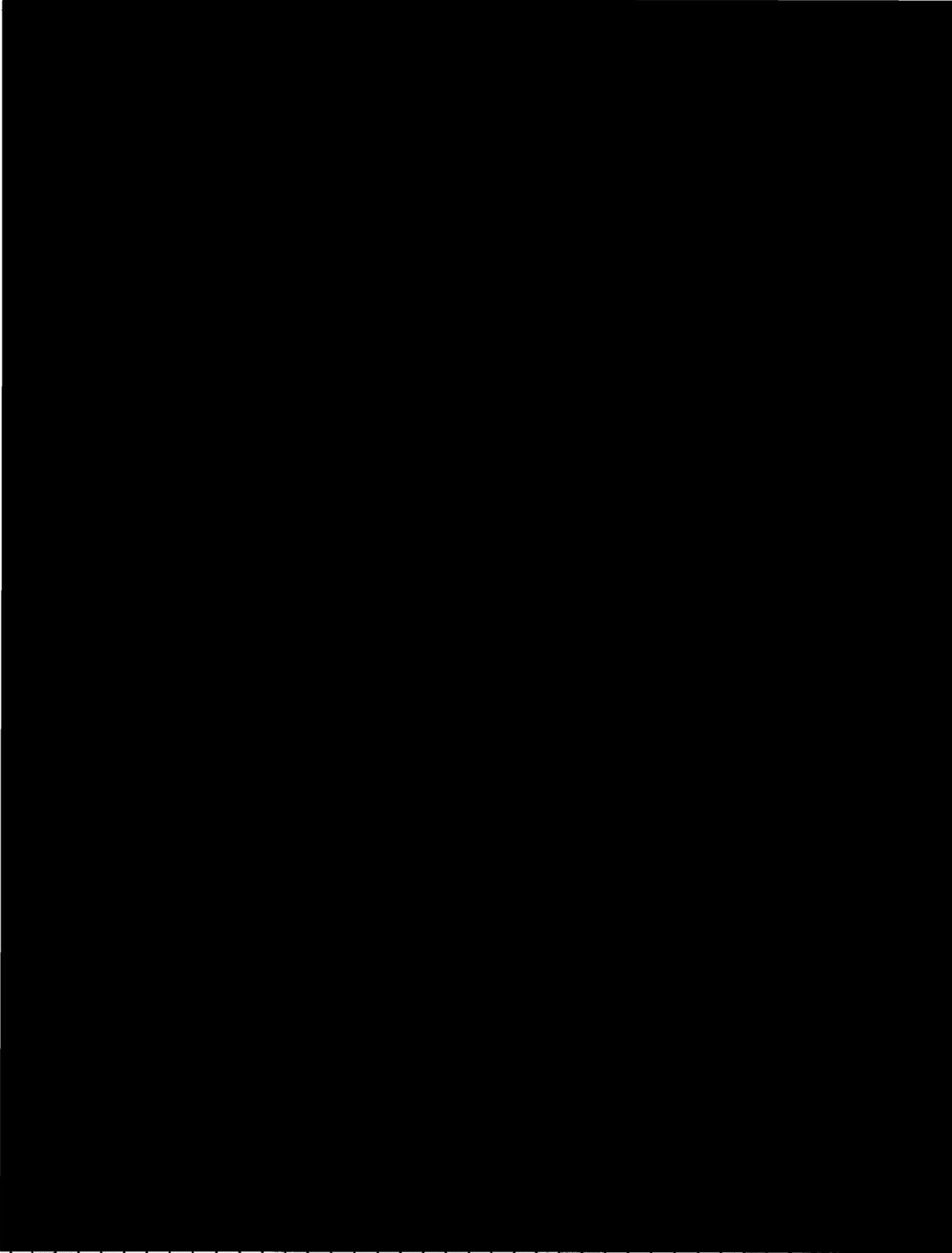
001393

(b)(3)(A)(i)&Title 10 Sec 130 (a)(b)



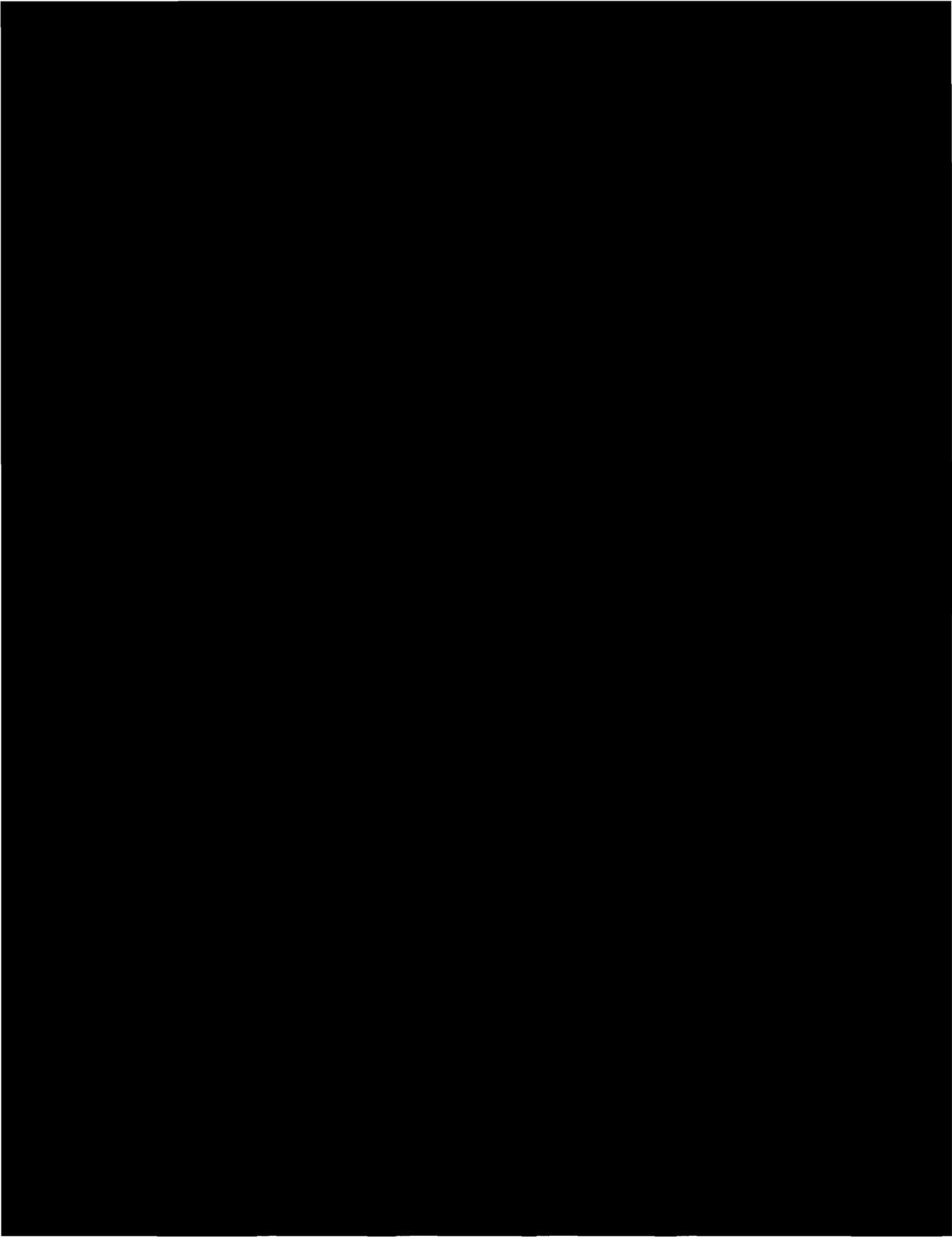
001394

(b)(3)(A)(i)&Title 10 Sec 130 (a)(b)



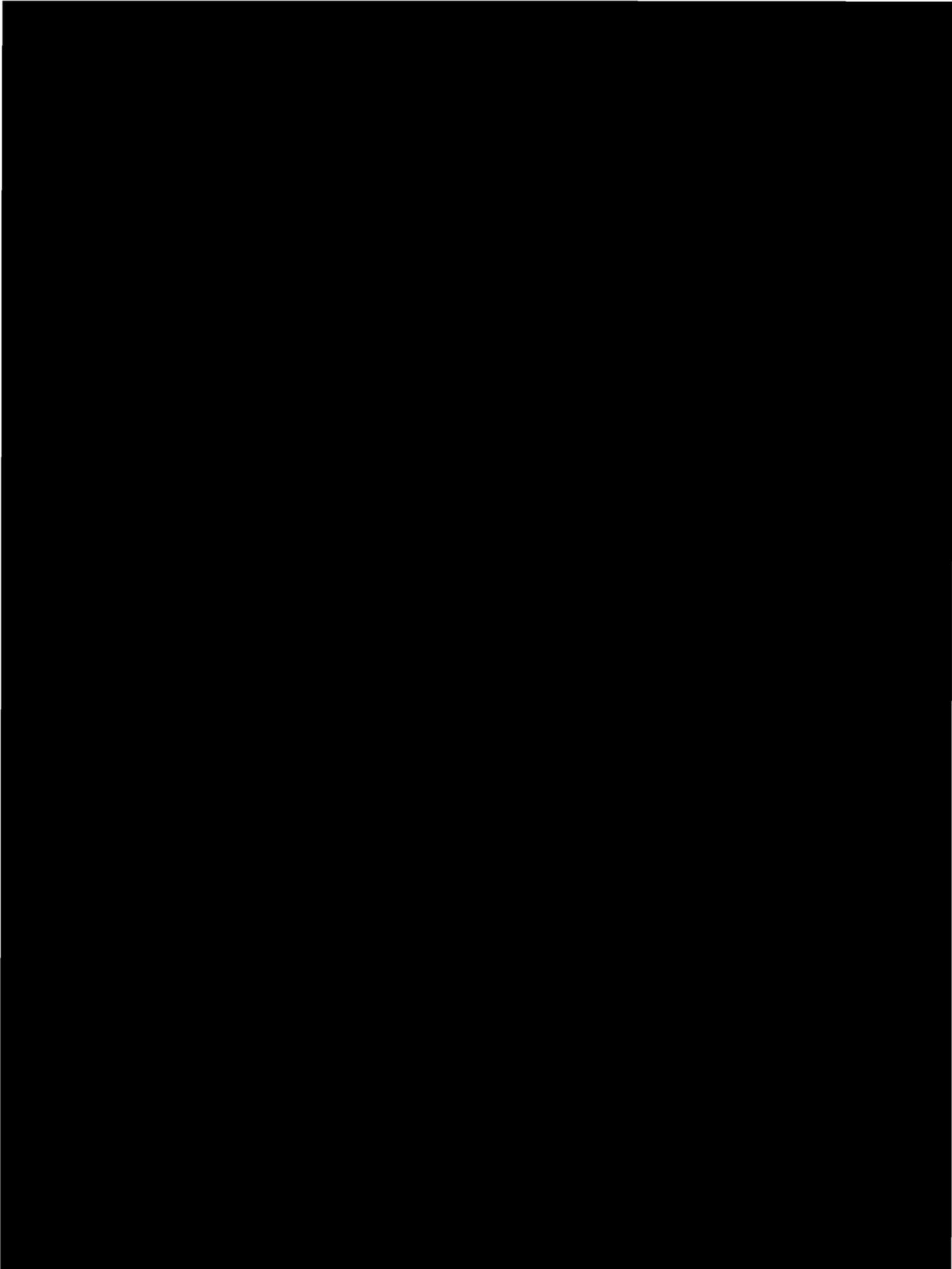
001395

(b)(3)(A)(i)&Title 10 Sec 130  
(a)(b)



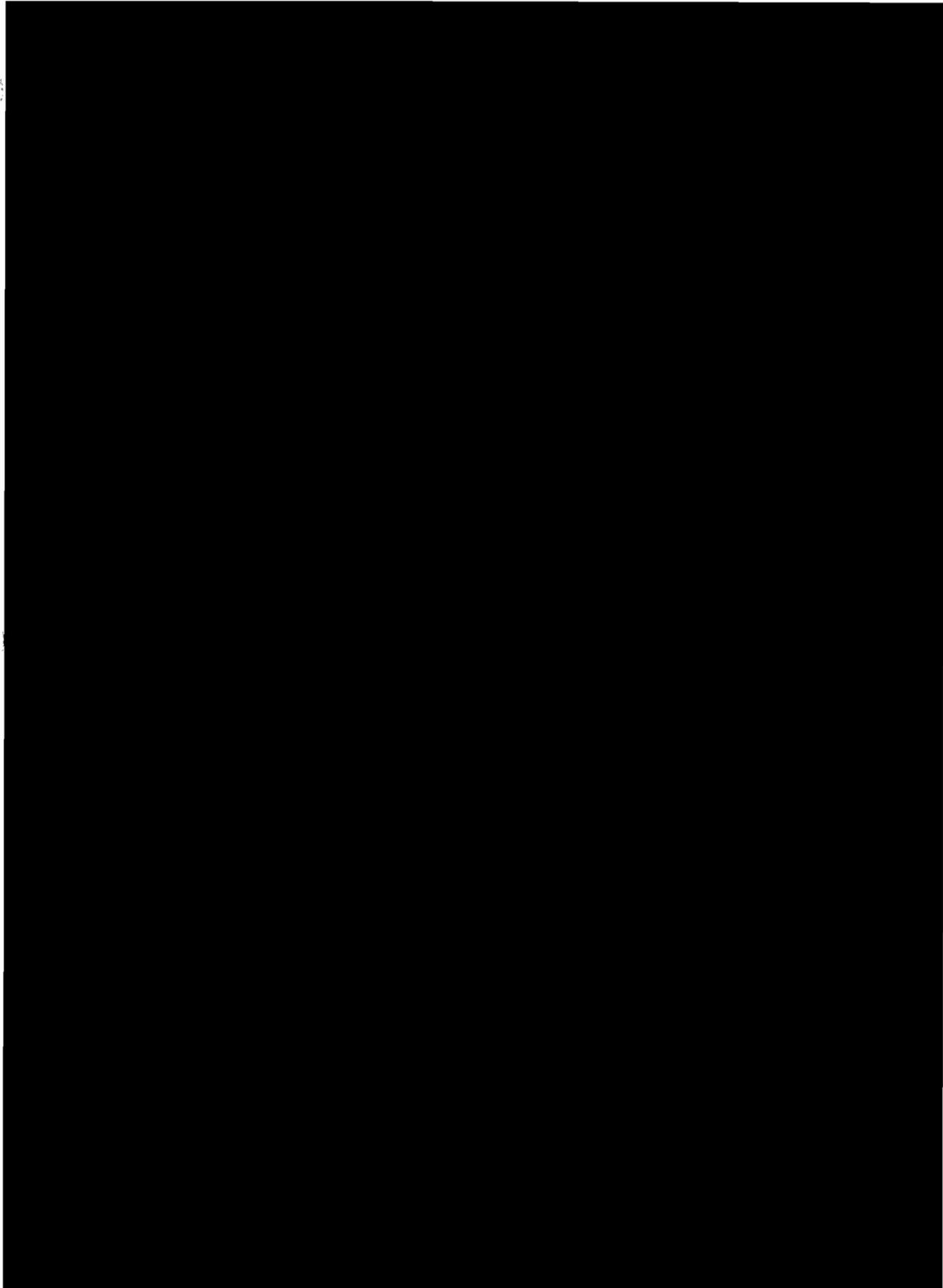
001396

(b)(3)(A)(i)&Title 10 Sec 130 (a)(b)



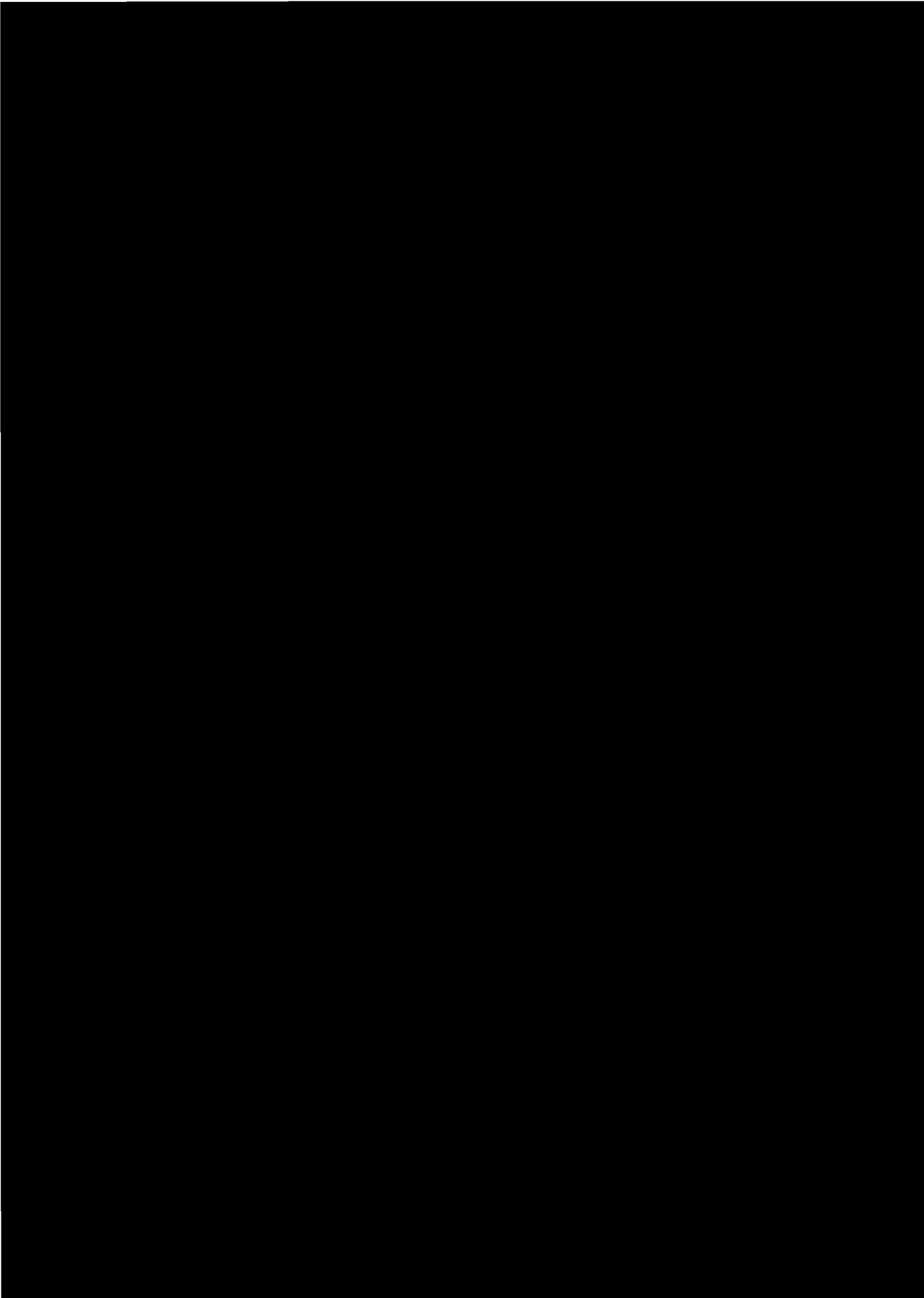
001397

(b)(3)(A)(i)&Title 10 Sec 130 (a)(b)



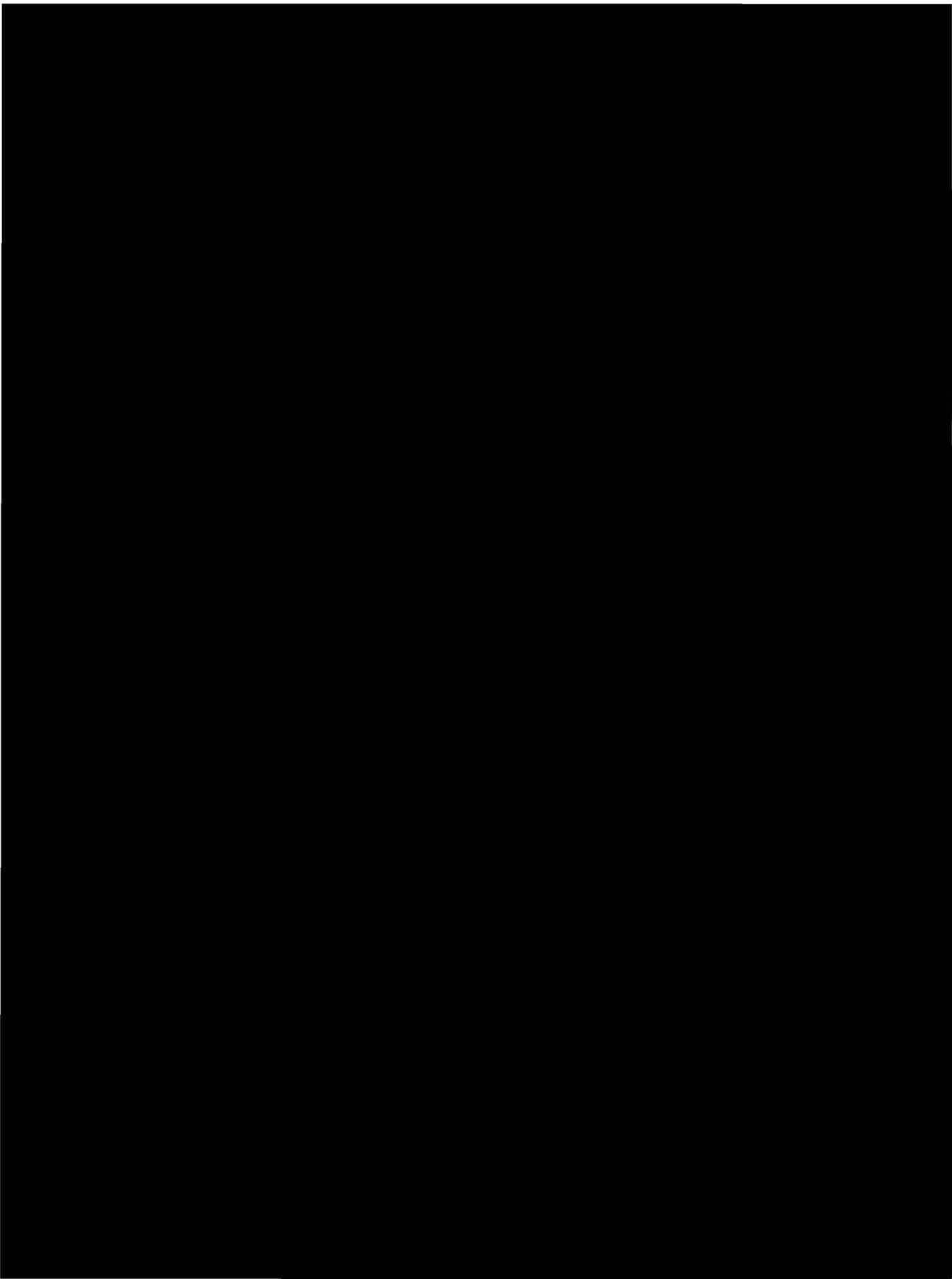
001398

(b)(3)(A)(i)&Title 10 Sec 130 (a)(b)



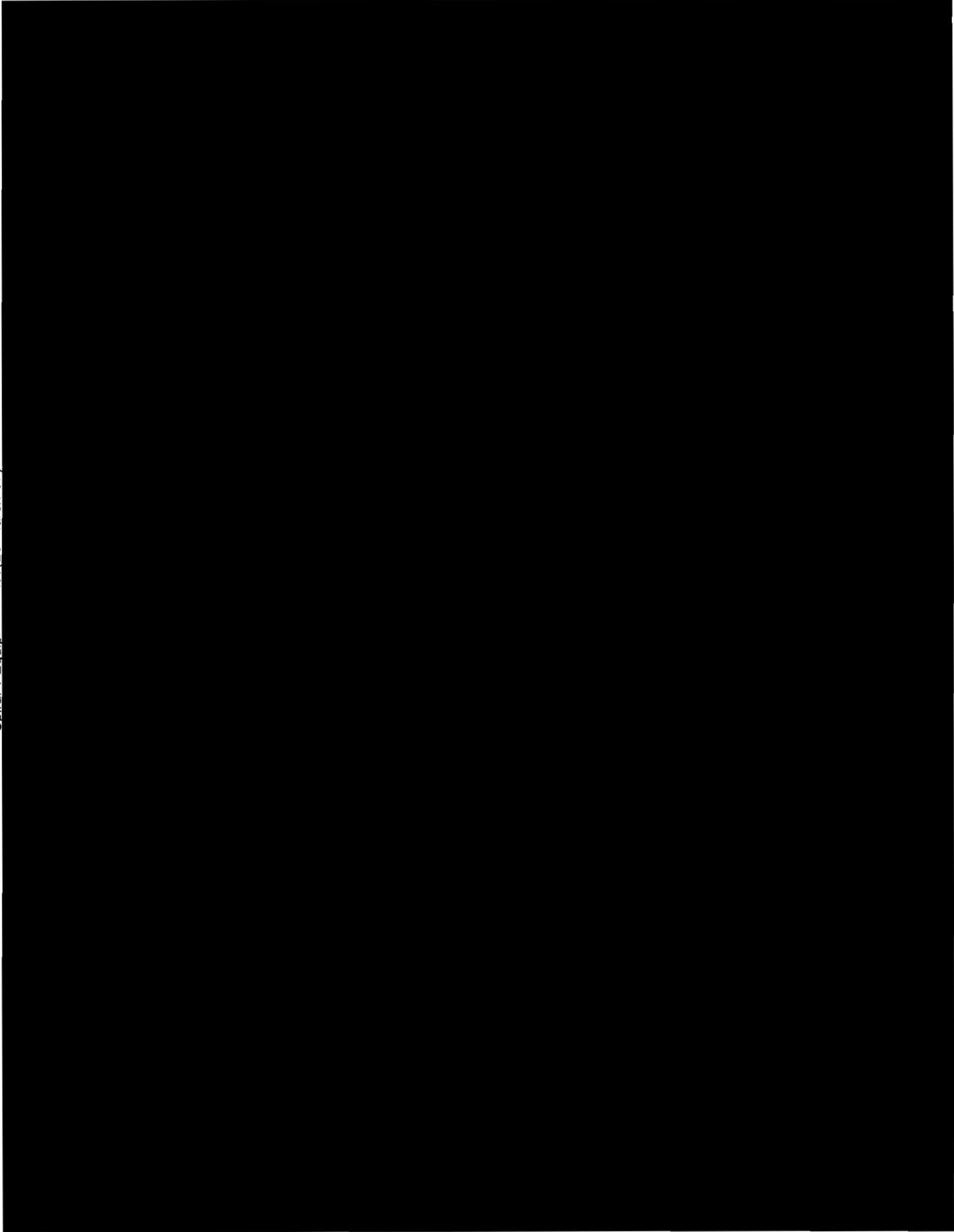
001399

(b)(3)(A)(i)&Title 10 Sec 130 (a)(b)



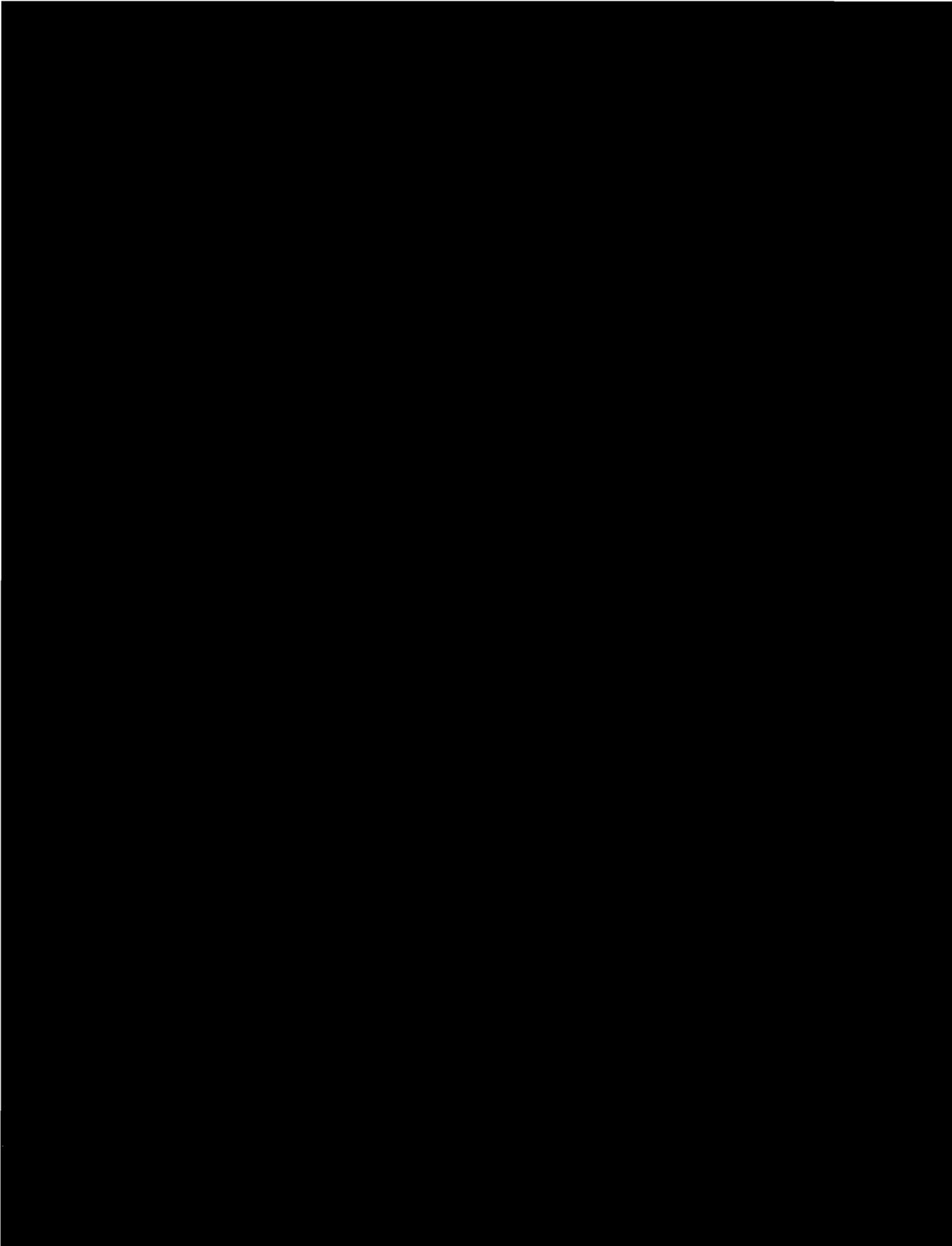
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(b)(3)(A)(i)&Title 10 Sec 130 (a)(b)



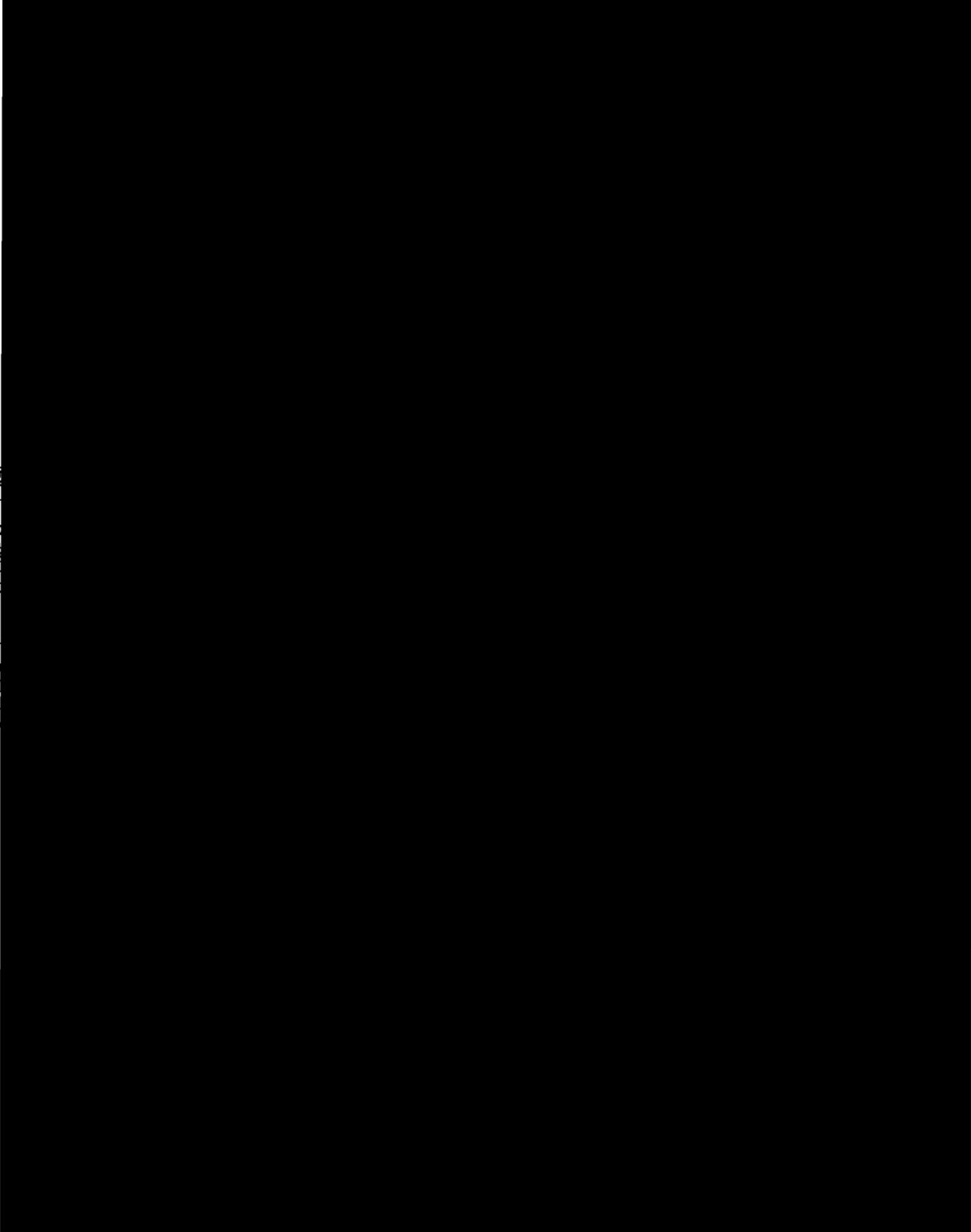
001401

(b)(3)(A)(i)&Title 10 Sec 130 (a)  
(b)



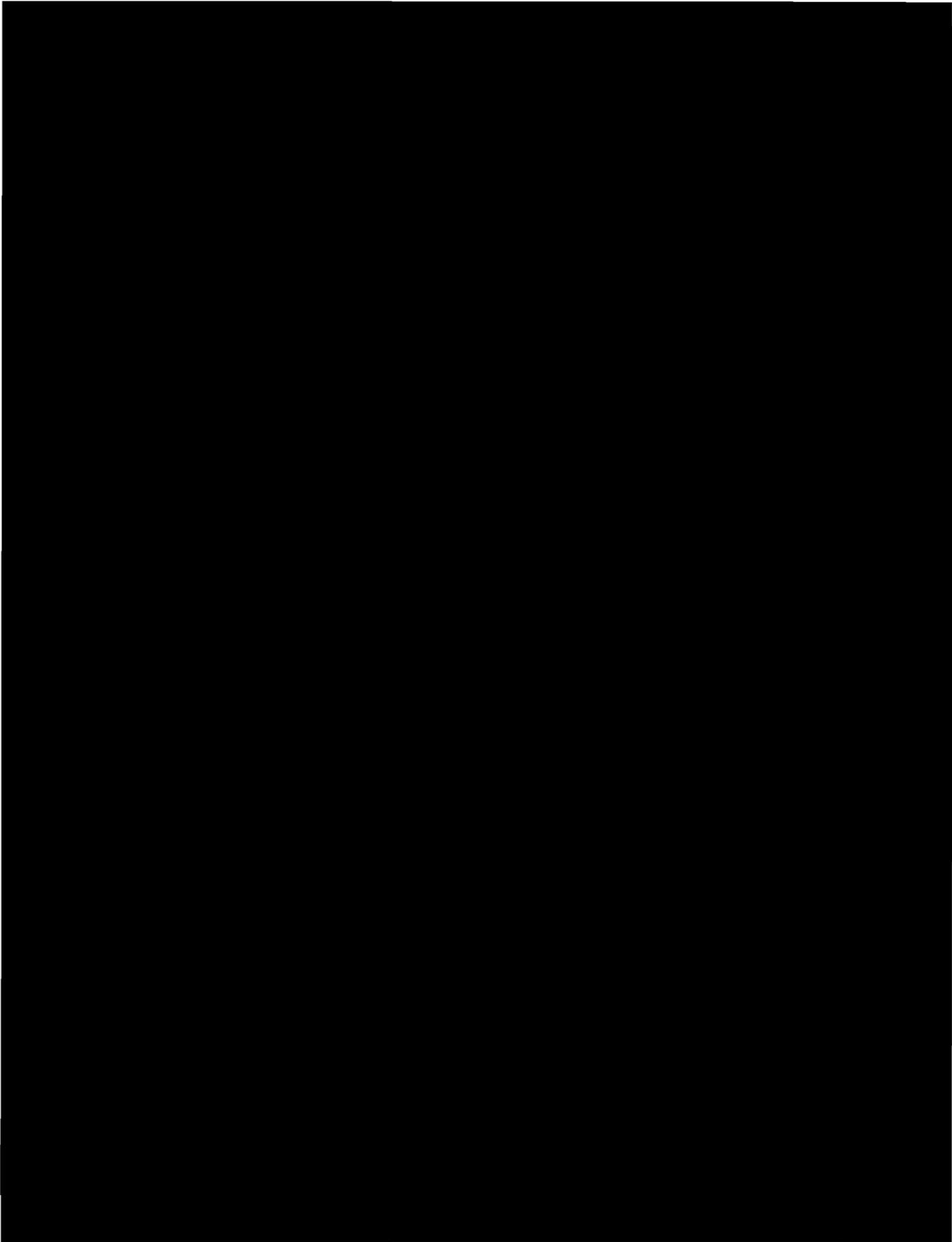
001402

(b)(3)(A)(i)&Title 10 Sec 130  
(a)(b)



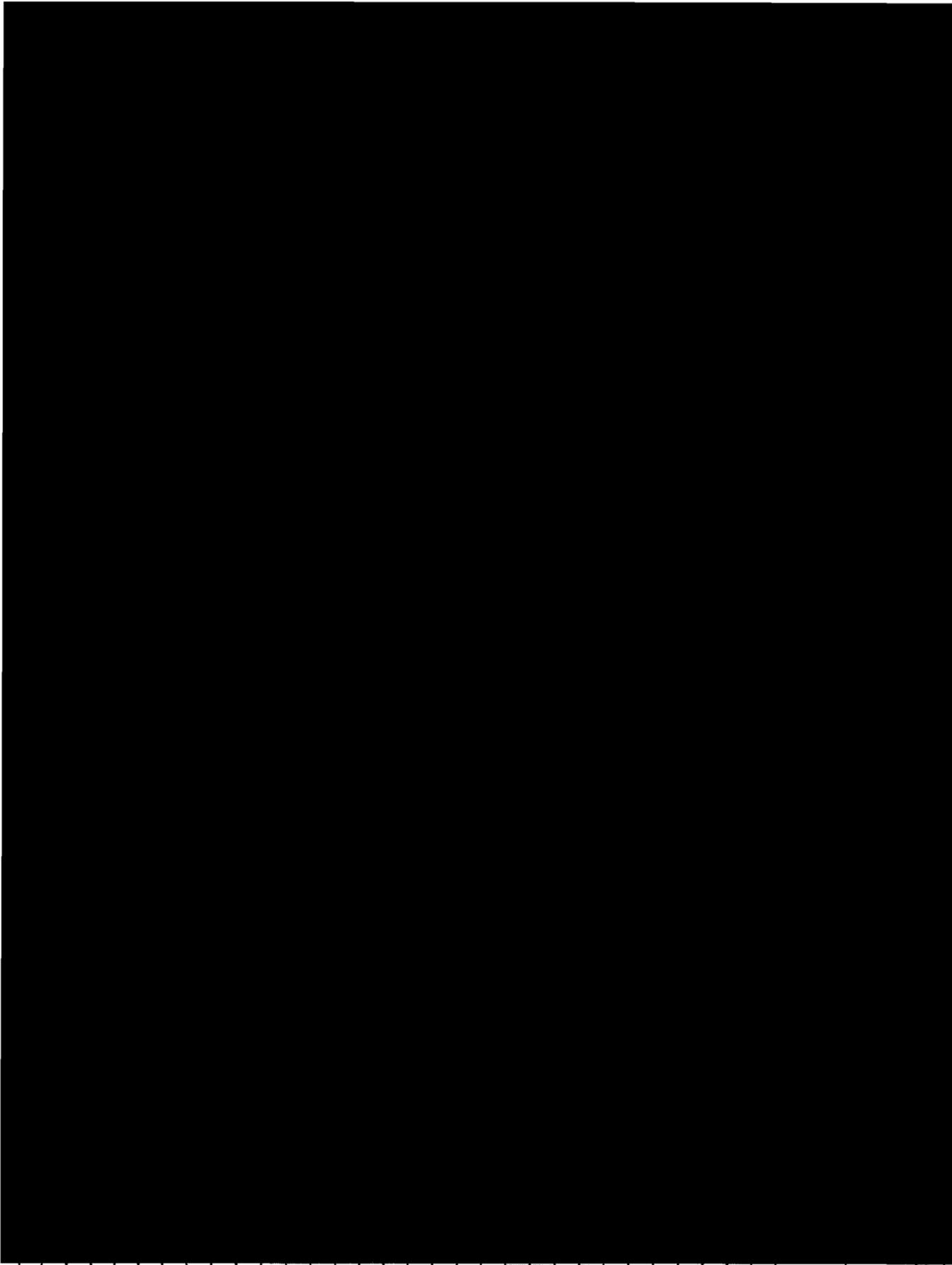
001403

(b)(3)(A)(i)&Title 10 Sec 130 (a)(b)



001404

(b)(3)(A)(i)&Title 10 Sec 130 (a)(b)

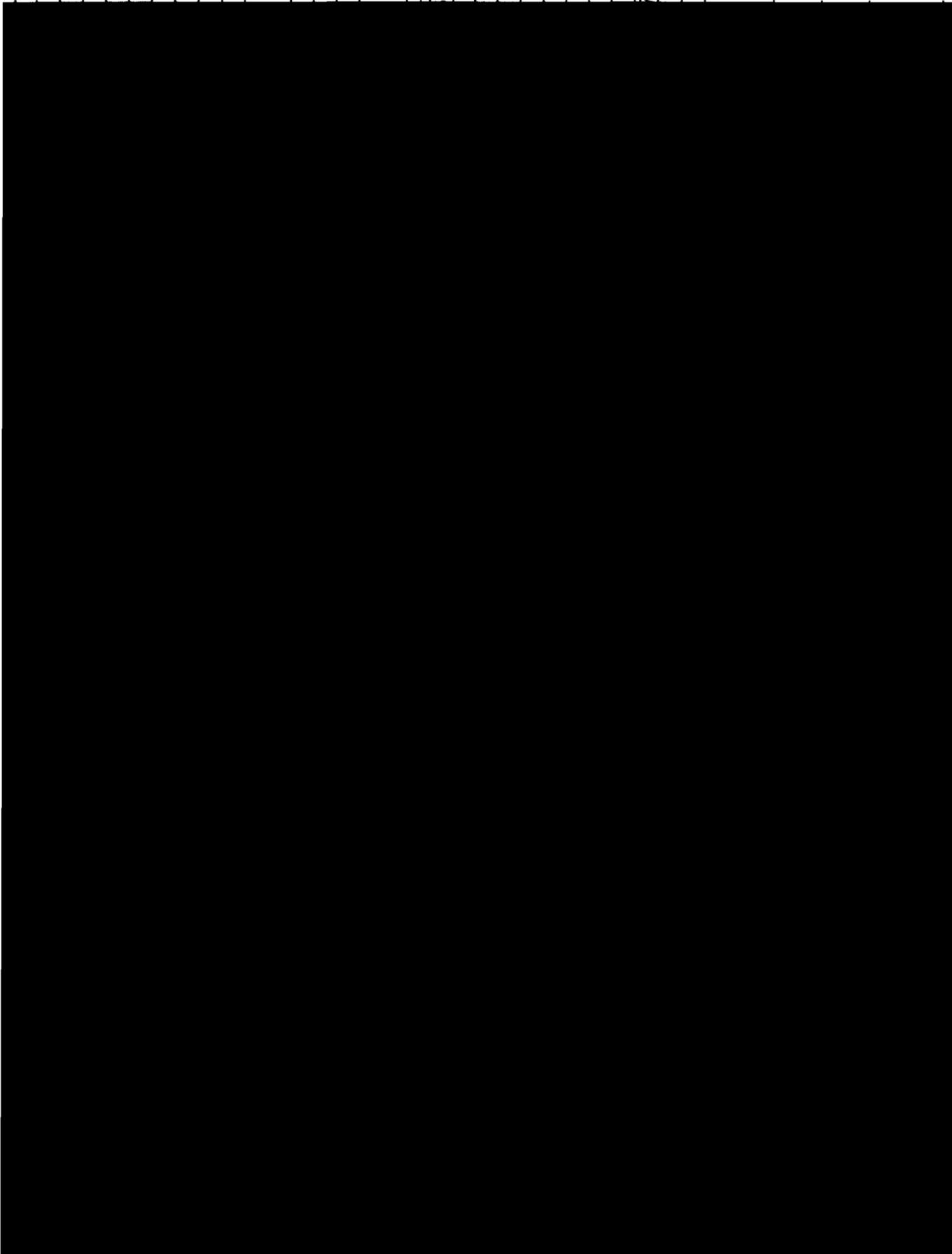


001405

(b)(3)(A)(i)&Title 10 Sec 130 (a)(b)

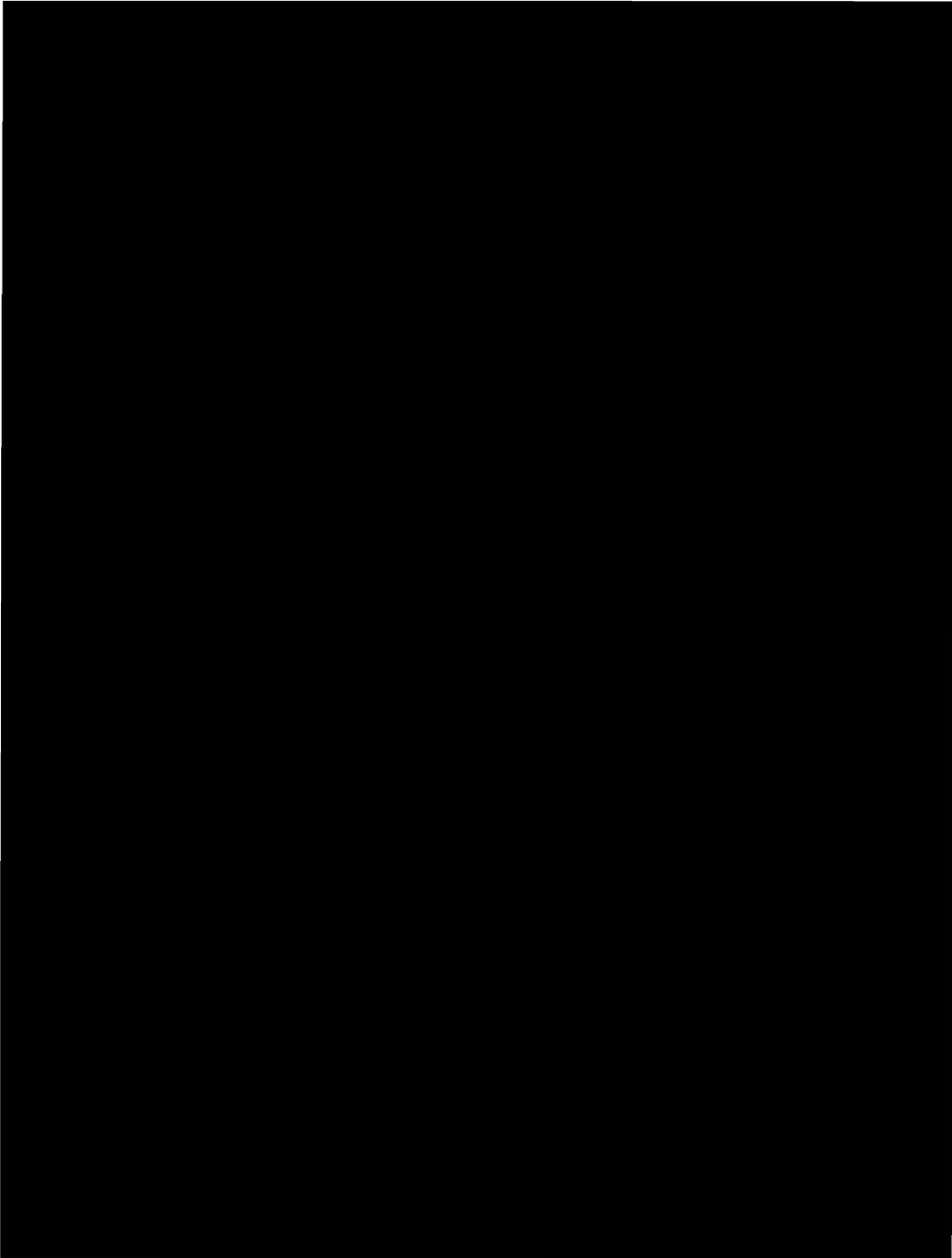
001406

(b)(3)(A)(i)&Title 10 Sec 130 (a)(b)



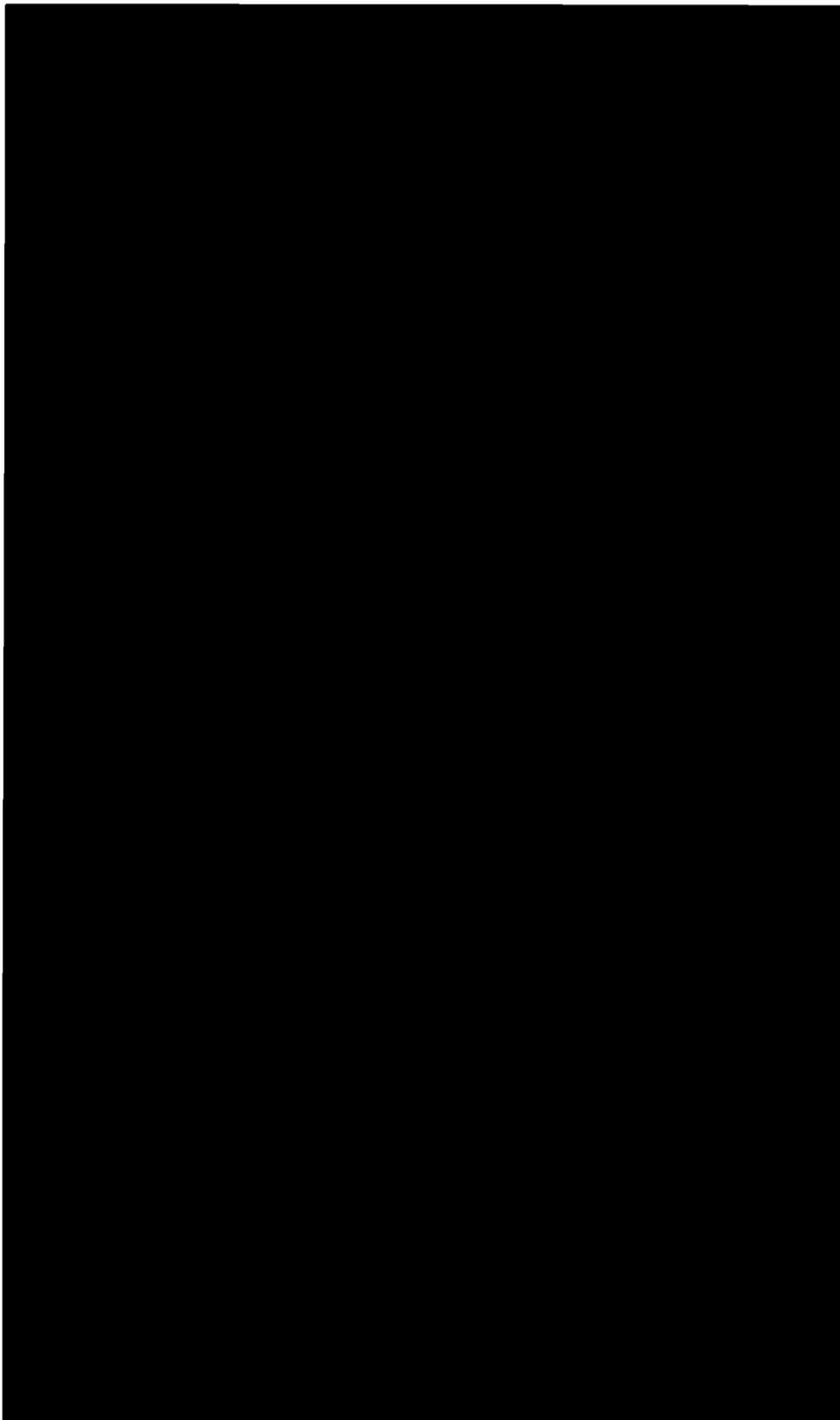
00/407

(b)(3)(A)(i)&Title 10 Sec 130 (a)  
(b)



001408

(b)(3)(A)(i)&Title 10 Sec 130 (a)(b)



001409

(b)(3)(A)(i)&Title 10 Sec 130 (a)(b)

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001410

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1 CONTRACT ID CODE V	PAGE OF PAGES 1   2
2 AMENDMENT/MODIFICATION NO. 00149	3 EFFECTIVE DATE 05-Feb-2008	4 REQUISITION/PURCHASE RBQ. NO.	5 PROJECT NO. (If applicable)	
6 ISSUED BY US ARMY SPACE & MISSILE DEFENSE COMMAND SMDC-RDC PO BOX 1800 HUNTSVILLE AL 35807-2801	CODE W9113M	7 ADMINISTERED BY (If other than item 6) DCMA RAYTHEON 50 APPLE HILL DRIVE M/S T2FR2 TEMPERBURY MA 01876		CODE S2205A
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) RAYTHEON COMPANY 350 LOWELL ST. ANDOVER MA 01810-4400			9A AMENDMENT OF SOLICITATION NO.	
			9B DATED (SEE ITEM 11)	
			X	10A MOD. OF CONTRACT/ORDER NO. DASG60-98-C-0001
			X	10B DATED (SEE ITEM 13) 30-Jan-1998
CODE 05716	FACILITY CODE			
<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>				
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended.				
<p>Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:</p> <p>(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.</p>				
12. ACCOUNTING AND APPROPRIATION DATA (If required) <b>See Schedule</b>				
<b>13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.</b>				
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.				
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).				
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:				
X D. OTHER (Specify type of modification and authority) Limitation of Funds				
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.				
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: [REDACTED] <span style="float: right;">(b)(6)</span> Due to a Standard Procurement System defect, the date shown in Block 10B of the SF30 may be inaccurate. The date should be 30 January 1998.  The purpose of this Modification P00149 is to incrementally fund CLIN 0017AA in the amount of \$52,321,000.  Except as referenced above, all other terms and conditions of the original contract remain unchanged.				
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect. <span style="float: right;">(b)(6)</span>				
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
CONTRACTOR/OFFEROR			[REDACTED]	
15C. DATE SIGNED			16C. DATE SIGNED	
(Signature of person authorized to sign)			[REDACTED] Feb-2008 (Signature of Contracting Officer)	

EXCEPTION TO SF 30

30-105-04

STANDARD FORM 30 (Rev. 10-83)

001411

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

**SUMMARY OF CHANGES**

SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by \$52,321,000.00.

SUBCLIN 0017AA:

KT: 21 8 2040 5L 5L68 P172419E555L 255Y 4M8J710600 S01021 4M8J710600/84MJLE/4M5 was increased by \$52,321,000.00 from \$284,000,000.00 to \$336,321,000.00

(End of Summary of Changes)

001412

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001413

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001414

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001415

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001416

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE V	PAGE OF PAGES 1   4
2. AMENDMENT/MODIFICATION NO <b>P00150</b>	3. EFFECTIVE DATE <b>05-Feb-2008</b>	4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If applicable)
6. ISSUED BY US ARMY SPACE & MISSILE DEFENSE COMMAND SMOC-ROCM PO BOX 1900 HUNTSVILLE AL 35807-3801	CODE <b>WB113M</b>	7. ADMINISTERED BY (If other than item 6) DCMA RAYTHEON 30 APPLE HILL DRIVE MSB T2FR2 TEWKSBUARY MA 01878		CODE <b>SZ205A</b>
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) RAYTHEON COMPANY 360 LONNELL ST. ANDOVER MA 01810-4400			9A. AMENDMENT OF SOLICITATION NO.	
			9B. DATED (SEE ITEM 11)	
			X 10A. MOD. OF CONTRACT/ORDER NO. DA360-98-C-0001	
			X 10B. DATED (SEE ITEM 13) 30-Jan-1998	
CODE <b>05716</b>			FACILITY CODE	
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
<input type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of offers <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended.				
<p>Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:</p> <p>(a) By completing items 8 and 15, and returning _____ copies of this amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. (By virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.</p>				
12. ACCOUNTING AND APPROPRIATION DATA (If required)				
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT ORDERS IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.				
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.				
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).				
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:				
X D. OTHER (Specify type of modification and authority) The "Changes" Clause				
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.				
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: <span style="background-color: black; color: black;">(b)(6)</span> Due to a Standard Procurement System defect, the date shown in Block 10B of the SF30 may be inaccurate. The date should be 30 January 1998.  The purpose of this Modification F00150 is to: (1) Incorporate DD Form 254, Revision No. 10, dated 28 Dec 2007, (2) Add statement to authorize Raytheon to use Gov't Supply Sources for this contract AND (3) Correct cost breakout for Mtd F00147.  Except as referenced above, all other terms and conditions of the original contract remain unchanged.				
Except as provided in this document, the document referenced in items 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.				
15A. NAME <span style="background-color: black; color: black;">(b)(6)</span>		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) TEL: <span style="background-color: black; color: black;">(b)(6)</span>		
15B. DATE SIGNED <b>5 FEB 08</b>		16B. UNITED STATES OF AMERICA BY: <span style="background-color: black; color: black;">(b)(6)</span> (Signature of Contracting Officer)		16C. DATE SIGNED <b>05-Feb-2008</b>

EXCEPTION TO SF 30  
APPROVED BY OIRM 11-84

30-105-04

STANDARD FORM 30 (Rev. 10-83)  
Prescribed by GSA  
FAR (48 CFR) 53.243

001417

## SECTION SF 30 BLOCK 14 CONTINUATION PAGE

## SUMMARY OF CHANGES

1. The purpose of this Modification P00150 is to incorporate a revised DD Form 254, Revision 10, Contract Security Classification Specification, into the existing contract at no additional cost to the Government. (See Attachment J-1 – List of Attachments)
2. The following is hereby incorporated into the existing contract “As Contracting Officer for JLENS Contract, DASG60-98-C-0001, and in accordance with FAR 52.251-1, Government Supply Sources, I authorize Raytheon to acquire supplies or services from a Government supply source where appropriate”.
3. Corrected Cost breakout for \$75K funding in Mod P00147. (See Section G below)

## SECTION G – CONTRACT ADMINISTRATION DATA

## Accounting and Appropriation

## Correction from Mod P00147 SECTION G

	Target Cost
	Target Fee
\$75,000.00	Total

(b)(4)

The following have been modified:

J-1

## 5. SECTION J – LIST OF ATTACHMENTS:

Section J is changed as shown below:

<u>TITLE</u>	<u>DATE</u>	<u># OF PAGES</u>
Contract Security Classification Specification (DD Form 254) REVISION 10 (P00150) DD 254 Mailed via US Postal Service. NOTE: Last Revision see P00106 Rev. 8 (Rev. 9 deleted)	26 Dec 2007	11
<u>CLIN 0017:</u> JLENS System Development and Demonstration (SDD) Program Statement of Work (Revised by Incorporating CSDR Plans dated 20 Febr 2007 in Appendix C per Modification P00136)	30 Nov 06 - Revised 20 Febr 07	37
Contract Data Requirements List (DD Form 1423) Exhibit A with Distribution List & Data Item Nos. B001 through B062 (Replace Data Item Nos. B026 and B027, only Per Modification P00136) (Replace Data Item Nos. B048 and B049, only	01 Dec 06  Revised 05 Apr 07 Revised 24 Oct 07	63

001418

Per Modification P00143 & to add statement in Section A of Modification P00143)

\*Added statement below to address weekends/Holidays: 24 October 07  
(In Mod P00143)

\*Per a mutual agreement between Raytheon and JLENS Product Office all Contract Data Requirements List (CDRL's) (DD Form 1423) are due on the next business day after the required due date if the due date falls on Saturday, Sunday or a Government Holiday. In addition, for any CDRL with a requirement to resubmit within 10 days or less after receipt of comments, where Raytheon receives the comments on a Friday, the timeframe for resubmittal will begin on the next business day. Statement added in Mod P00143 on 24 Oct. 2007.

GFE/GFP/GFS List for SDD 28 Nov 06 2  
Replaced with Rev. B List 15 Oct 07 6  
\*\*Add items below Revised 22 Oct 07  
For record-keeping purposes  
(Per Mod P00143)

\*\*Per the [redacted] Raytheon is authorized rent free use on a non-interference use of the equipment listed below for utilization on JLENS Fire Control Radar Prime Contract DASG60-98-C-0001 for the period from 19 April 2007 through 30 September 2011. (b)(3)(A) (i)&Title 10 Sec 130 (a)

[redacted] (b) (b)(3)(A) (i)&Title 10 Sec 130 (a)(b)

[redacted] (b)(3)(A) (i)&Title 10 Sec 130 (a)(b)

[redacted]

Hereby added in Mod P00148 for tracking purposes:

Originated in Basic Contract:  
Government Furnished Equipment - Spiral 1 20 Jun 03 1 List  
(Spiral 1 Equipment Transferred to Government 25 Mar 07\* 34 pages  
Contract DASG60-00-C-0091, DD Form 1149 (attached) (Revised 21 Nov 07)\* 34 pages

Ship to address: [redacted] (b)(6) (b)(3)(A)(i)&Title 10 Sec 130 (a)(b)

\*NOTE: Items 1-1060 transferred to Contract DASG60-00-C-0091 per revised GFE list dated 21 Nov 07. Items

001419

1061 -- 1116 GFE items retained on Contract DASG60-98-C-0001 for Spiral 2 per GFE list dated 25 Mar 07.

(End of Summary of Changes)

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<b>DEPARTMENT OF DEFENSE CONTRACT SECURITY CLASSIFICATION SPECIFICATION</b> <i>(The requirements of the DoD Industrial Security Manual apply to all security aspects of this effort.)</i>		<b>1. CLEARANCE AND SAFEGUARDING</b>	
		a. FACILITY CLEARANCE REQUIRED <span style="float: right;">(b)(7)(E)</span> b. LEVEL OF SAFEGUARDING REQUIRED <span style="float: right;">(b)(7)(E)</span>	
<b>2. THIS SPECIFICATION IS FOR:</b> <i>(X and complete as applicable)</i>		<b>3. THIS SPECIFICATION IS:</b> <i>(X and complete as applicable)</i>	
<input checked="" type="checkbox"/> a. PRIME CONTRACT NUMBER DASG60-98-C-0001		<input type="checkbox"/> a. ORIGINAL <i>(Complete date in all cases)</i> DATE (YYYYMMDD) 19980113	
<input type="checkbox"/> b. SUBCONTRACT NUMBER	<input checked="" type="checkbox"/> b. REVISED <i>(Supersedes all previous specs)</i> REVISION NO. 10 DATE (YYYYMMDD) 20071226		
<input type="checkbox"/> c. SOLICITATION OR OTHER NUMBER DUE DATE (YYYYMMDD)	<input type="checkbox"/> c. FINAL <i>(Complete Item 5 in all cases)</i> DATE (YYYYMMDD)		
<b>4. IS THIS A FOLLOW-ON CONTRACT?</b> <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO. If Yes, complete the following: Classified material received or generated under <u>DASG60-96-C-0190</u> <i>(Preceding Contract Number)</i> is transferred to this follow-on contract.			
<b>5. IS THIS A FINAL DD FORM 254?</b> <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO. If Yes, complete the following: In response to the contractor's request dated _____, retention of the classified material is authorized for the period of _____.			
<b>6. CONTRACTOR</b> <i>(Include Commercial and Government Entity (CAGE) Code)</i>			
a. NAME, ADDRESS, AND ZIP CODE Raytheon Company DBA Raytheon Div AMDS 350 Lowell Street Andover MA 01810-4400		b. CAGE CODE 05716	c. COGNIZANT SECURITY OFFICE <i>(Name, Address, and Zip Code)</i> Defense Security Service 187 Ballardvale Street Suite B-205 Wilmington MA 01887-1062
<b>7. SUBCONTRACTOR</b>			
a. NAME, ADDRESS, AND ZIP CODE		b. CAGE CODE	c. COGNIZANT SECURITY OFFICE <i>(Name, Address, and Zip Code)</i>
<b>8. ACTUAL PERFORMANCE</b>			
a. LOCATION Same as Block 6a		b. CAGE CODE	c. COGNIZANT SECURITY OFFICE <i>(Name, Address, and Zip Code)</i>
<b>9. GENERAL IDENTIFICATION OF THIS PROCUREMENT</b> System Development and Demonstration (SDD) for the Joint Land Attack Cruise Missile Defense Elevated Netted Sensor Systems (JLENS) Product Office.			
		(b)(7)(E)	(b)(7)(E)
<b>10. CONTRACTOR WILL REQUIRE ACCESS TO:</b>		<b>11. IN PERFORMING THIS CONTRACT, THE CONTRACTOR WILL:</b>	
a. COMMUNICATIONS SECURITY (COMSEC) INFORMATION		a. HAVE ACCESS TO CLASSIFIED INFORMATION ONLY AT ANOTHER CONTRACTOR'S FACILITY OR A GOVERNMENT ACTIVITY	
b. RESTRICTED DATA		b. RECEIVE CLASSIFIED DOCUMENTS ONLY	
c. CRITICAL NUCLEAR WEAPON DESIGN INFORMATION		c. RECEIVE AND GENERATE CLASSIFIED MATERIAL	
d. FORMERLY RESTRICTED DATA		d. FABRICATE, MODIFY, OR STORE CLASSIFIED HARDWARE	
e. INTELLIGENCE INFORMATION		e. PERFORM SERVICES ONLY	
(1) Sensitive Compartmented Information (SCI)		f. HAVE ACCESS TO U.S. CLASSIFIED INFORMATION OUTSIDE THE U.S., PUERTO RICO, U.S. POSSESSIONS AND TRUST TERRITORIES	
(2) Non-SCI		g. BE AUTHORIZED TO USE THE SERVICES OF DEFENSE TECHNICAL INFORMATION CENTER (DTIC) OR OTHER SECONDARY DISTRIBUTION CENTER	
f. SPECIAL ACCESS INFORMATION		h. REQUIRE A COMSEC ACCOUNT	
g. NATO INFORMATION		i. HAVE TEMPEST REQUIREMENTS	
h. FOREIGN GOVERNMENT INFORMATION		j. HAVE OPERATIONS SECURITY (OPSEC) REQUIREMENTS	
i. LIMITED DISSEMINATION INFORMATION		k. BE AUTHORIZED TO USE THE DEFENSE COURIER SERVICE	
j. FOR OFFICIAL USE ONLY INFORMATION		l. OTHER <i>(Specify)</i>	
k. OTHER <i>(Specify)</i>		Require classified computer processing	

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**12. PUBLIC RELEASE.** Any information (classified or unclassified) pertaining to this contract shall not be released for public dissemination except as provided by the Industrial Security Manual or unless it has been approved for public release by appropriate U.S. Government authority. Proposed public releases shall be submitted for approval prior to release  Direct  Through (Specify)

Commander, US Army Aviation and Missile Command, ATTN: AMSAM-PA, Redstone Arsenal AL 35898-5000 [REDACTED]

[REDACTED]

to the Directorate for Freedom of Information and Security Review, Office of the Assistant Secretary of Defense (Public Affairs) for review. In the case of non-DoD User Agencies, requests for disclosure shall be submitted to that agency.

**13. SECURITY GUIDANCE.** The security classification guidance needed for this classified effort is identified below. If any difficulty is encountered in applying this guidance or if any other contributing factor indicates a need for changes in this guidance, the contractor is authorized and encouraged to provide recommended changes; to challenge the guidance or the classification assigned to any information or material furnished or generated under this contract; and to submit any questions for interpretation of this guidance to the official identified below. Pending final decision, the information involved shall be handled and protected at the highest level of classification assigned or recommended. (PW in as appropriate for the classified effort. Attach, or forward under separate correspondence, any documents/guides/extracts referenced herein. Add additional pages as needed to provide complete guidance.)

[REDACTED]

Estimated date of completion of the contract is 30 September 2012.

See continuation pages for additional security guidance.

**14. ADDITIONAL SECURITY REQUIREMENTS.** Requirements, in addition to ISM requirements, are established for this contract.  Yes  No  
(If Yes, identify the pertinent contractual clauses in the contract document itself, or provide an appropriate statement which identifies the additional requirements. Provide a copy of the requirements to the cognizant security office. Use Item 13 if additional space is needed.)

**15. INSPECTIONS.** Elements of this contract are outside the inspection responsibility of the cognizant security office.  Yes  No  
(If Yes, explain and identify specific areas or elements carved out and the activity responsible for inspections. Use Item 13 if additional space is needed.)

[REDACTED]

**16. CERTIFICATION AND SIGNATURE.** Security requirements stated herein are complete and adequate for safeguarding the classified information to be released or generated under this classified effort. All questions shall be referred to the official named below.

a. TYPED NAME OF CERTIFYING OFFICIAL [REDACTED]	b. TITLE [REDACTED]	c. TELEPHONE (Include Area Code) [REDACTED]
d. ADDRESS (Include Zip Code) Cruise Missile Defense Systems Project Office SFAE-MSLS-CMDS-JLN Redstone Arsenal AL 35898-5000		<b>17. REQUIRED DISTRIBUTION</b> <input checked="" type="checkbox"/> a. CONTRACTOR <input type="checkbox"/> b. SUBCONTRACTOR <input checked="" type="checkbox"/> c. COGNIZANT SECURITY OFFICE FOR PRIME AND SUBCONTRACTOR <input type="checkbox"/> d. U.S. ACTIVITY RESPONSIBLE FOR OVERSEAS SECURITY ADMINISTRATION <input checked="" type="checkbox"/> e. ADMINISTRATIVE CONTRACTING OFFICER <input checked="" type="checkbox"/> f. OTHERS AS NECESSARY SMDC/ARSTRAT SAPCO and TMO

[REDACTED]

(b)(7)  
(E)

(b)(6)

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(E)

(b)(6)

(b)(6)

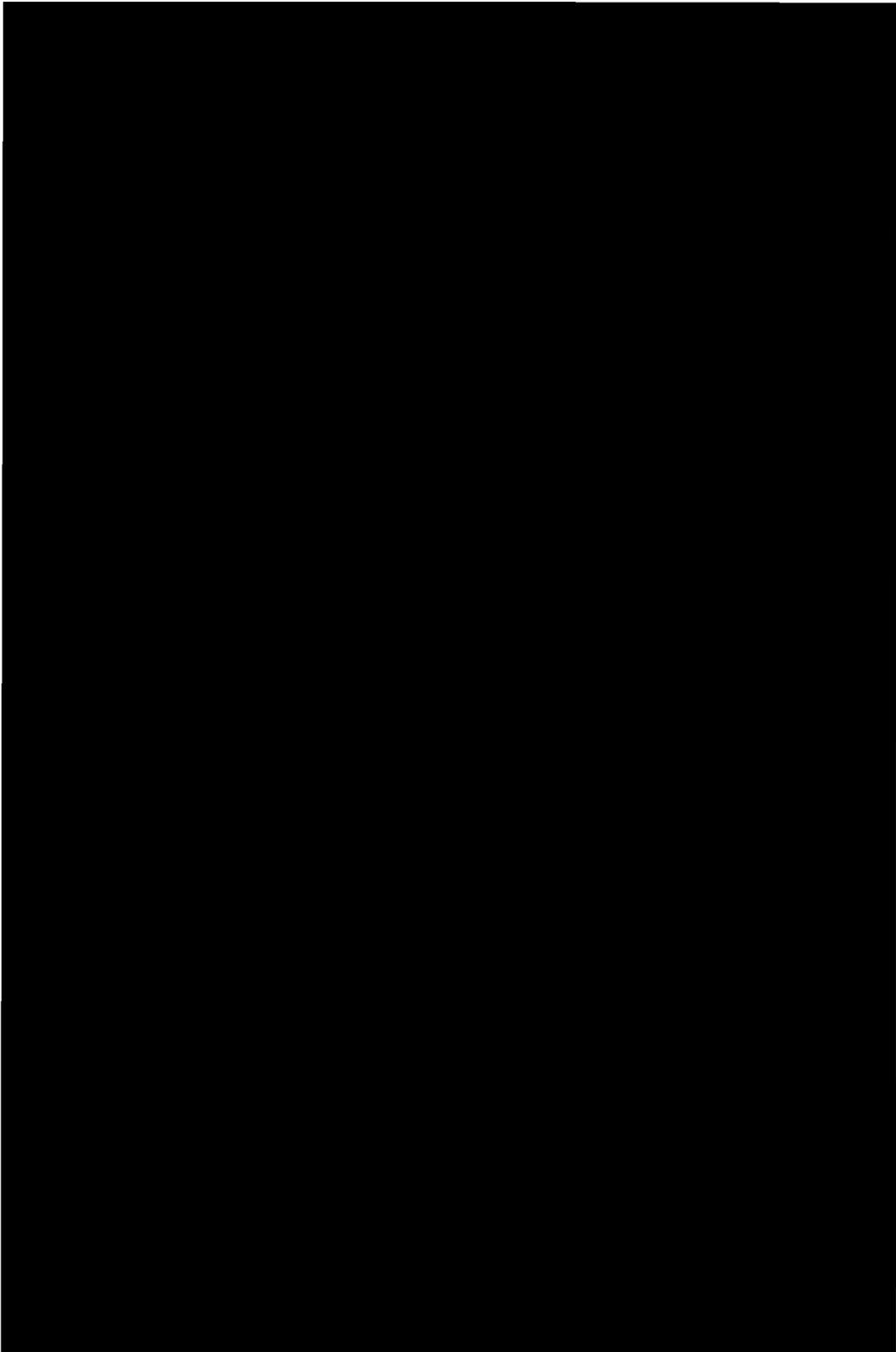
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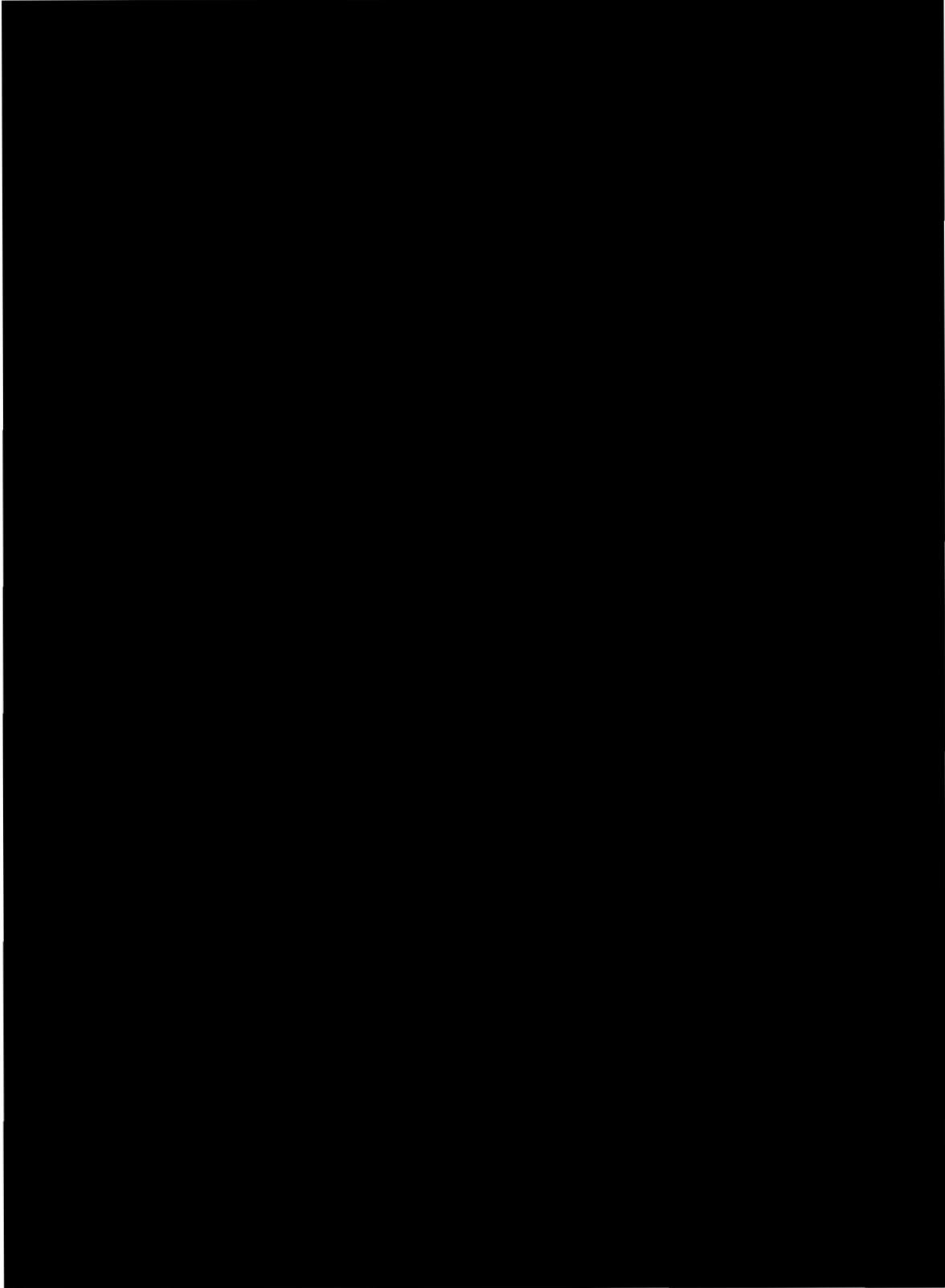


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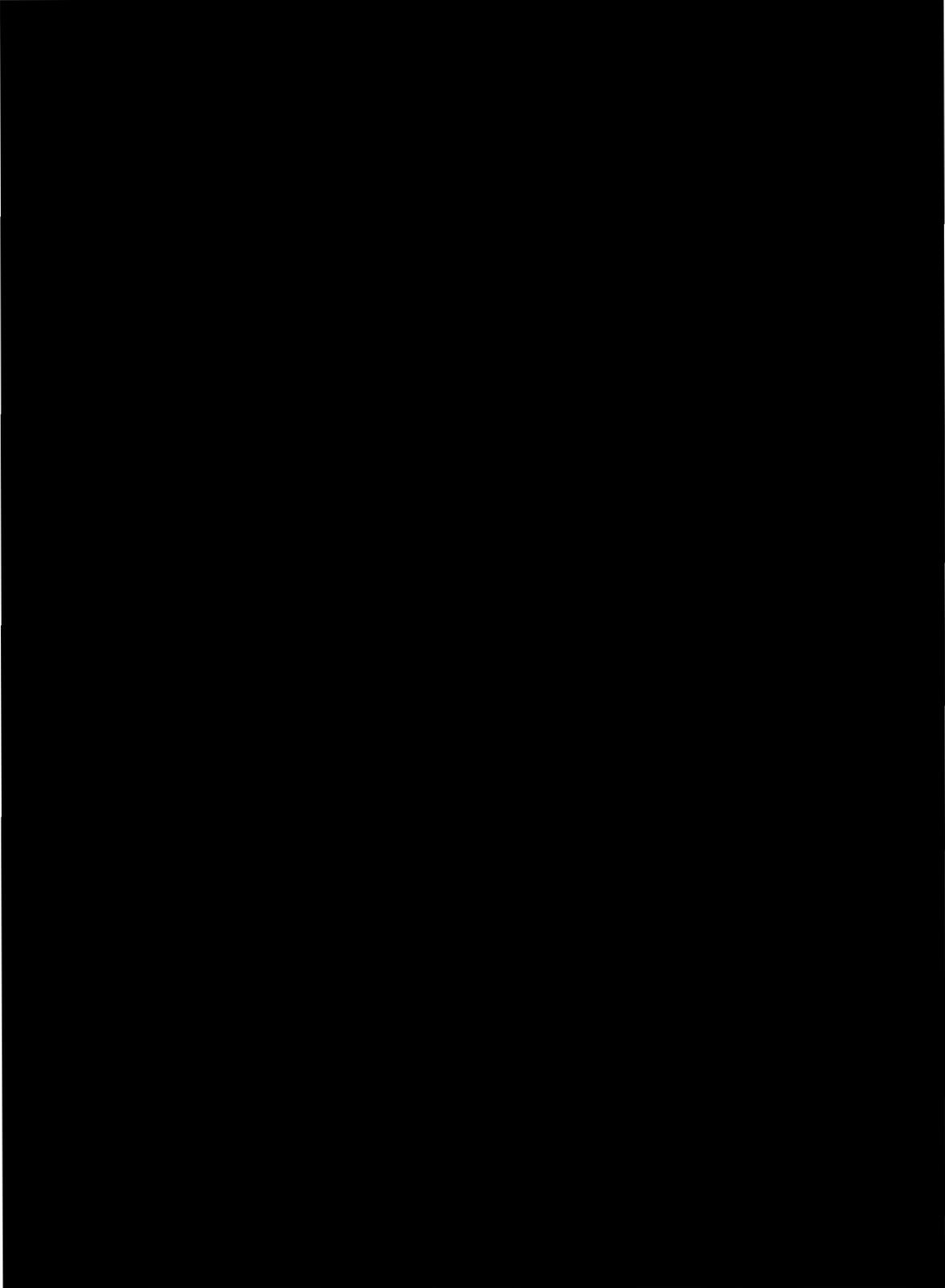


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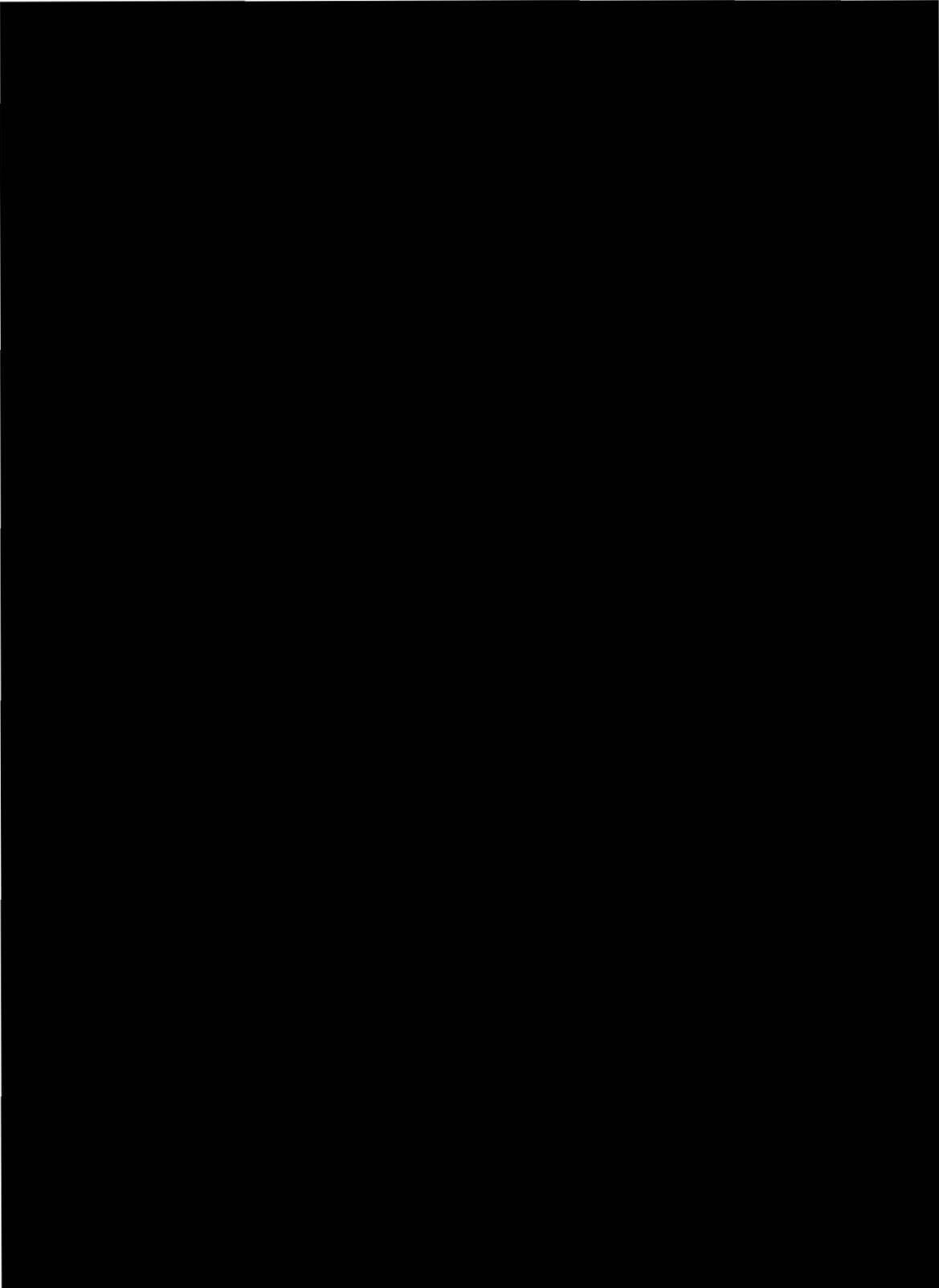


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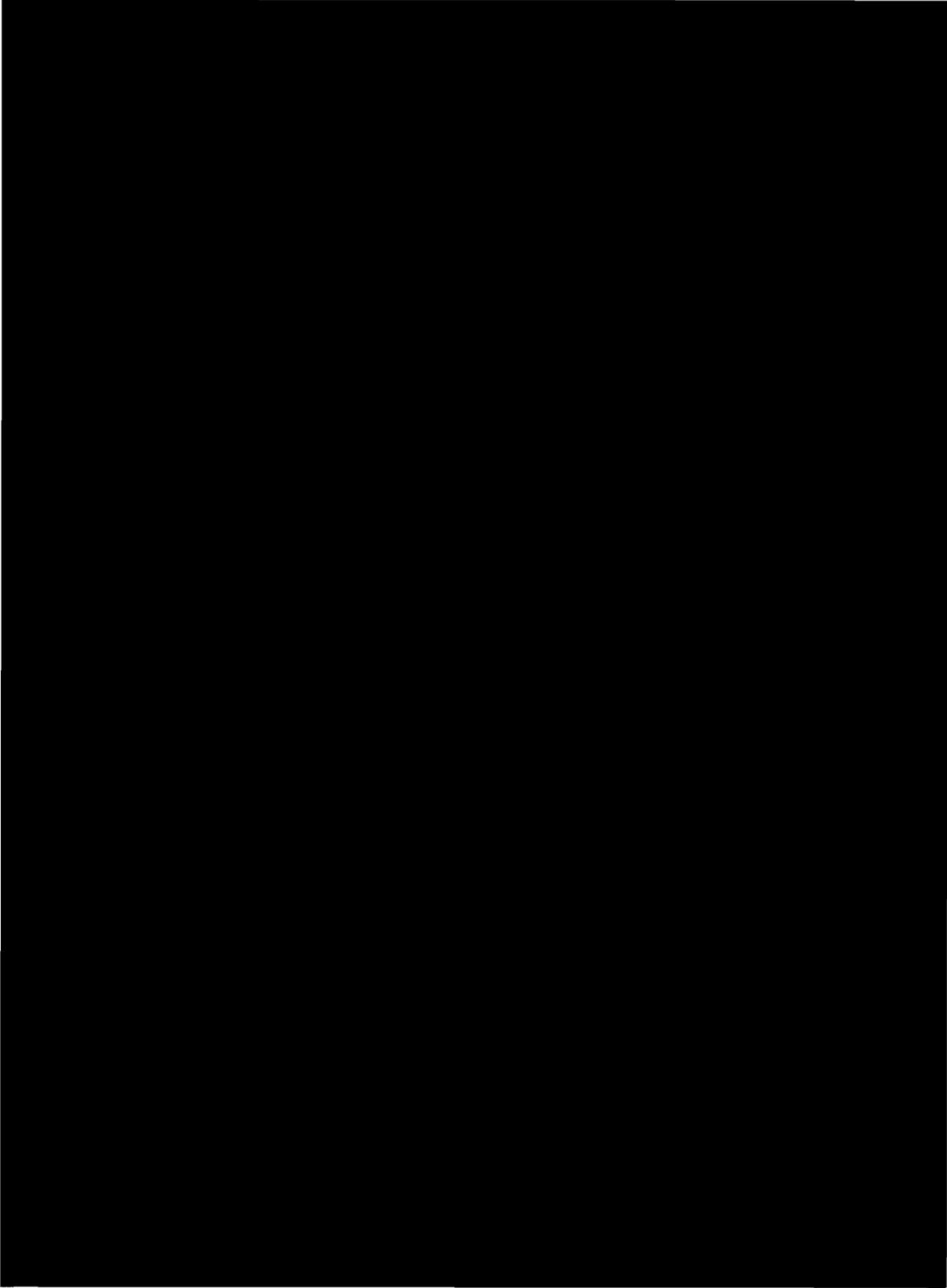


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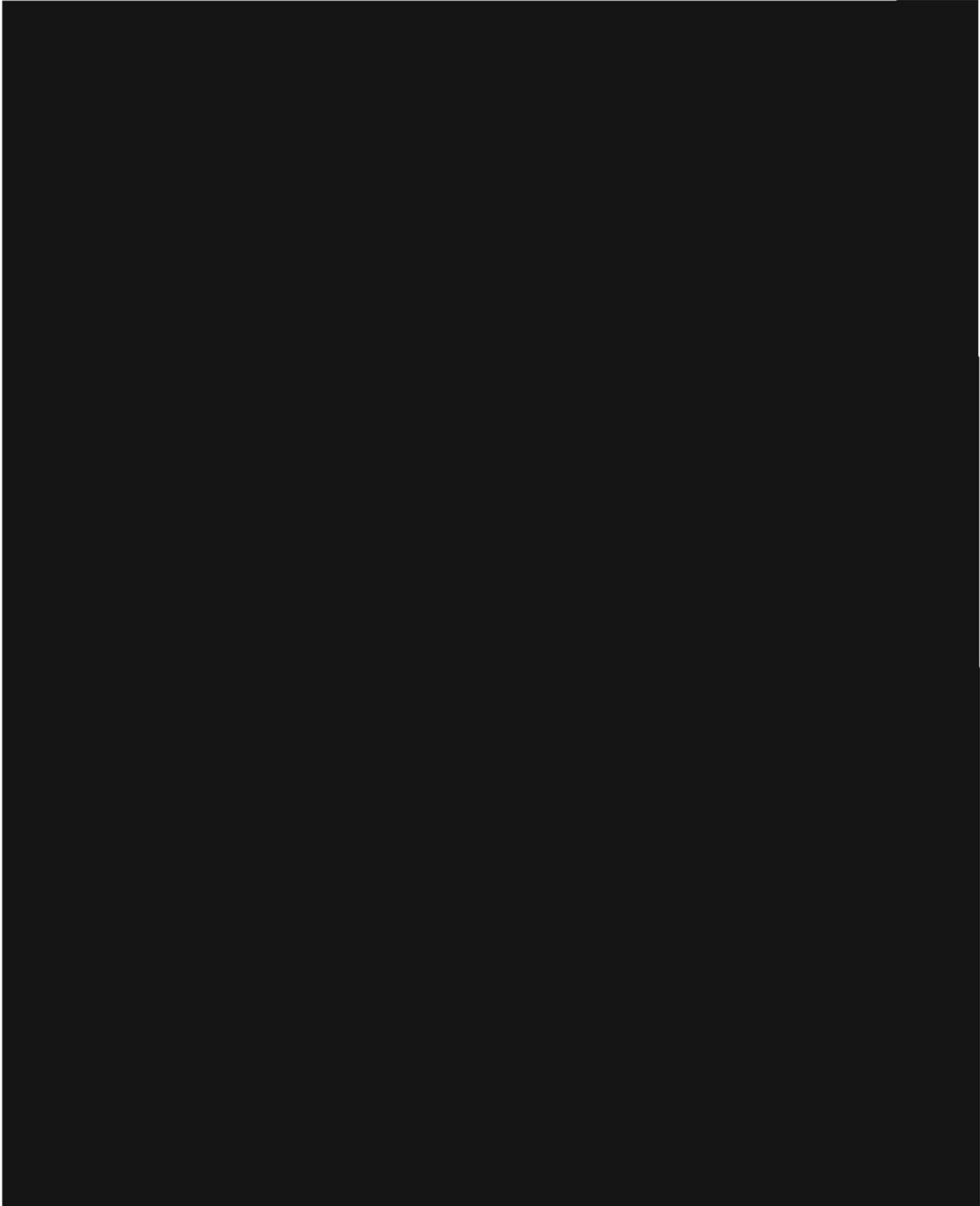


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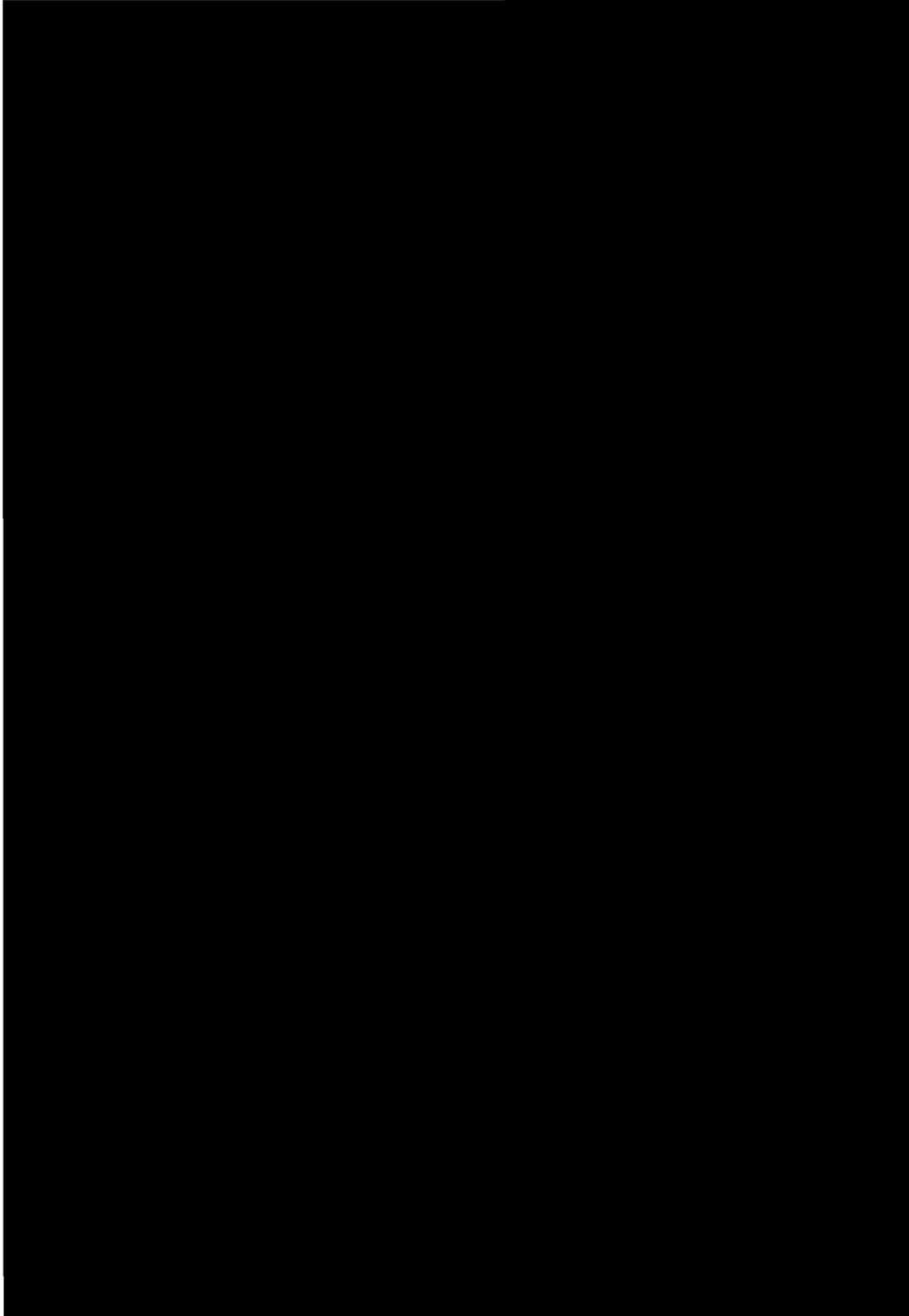
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(b)(6) b(7)(E)

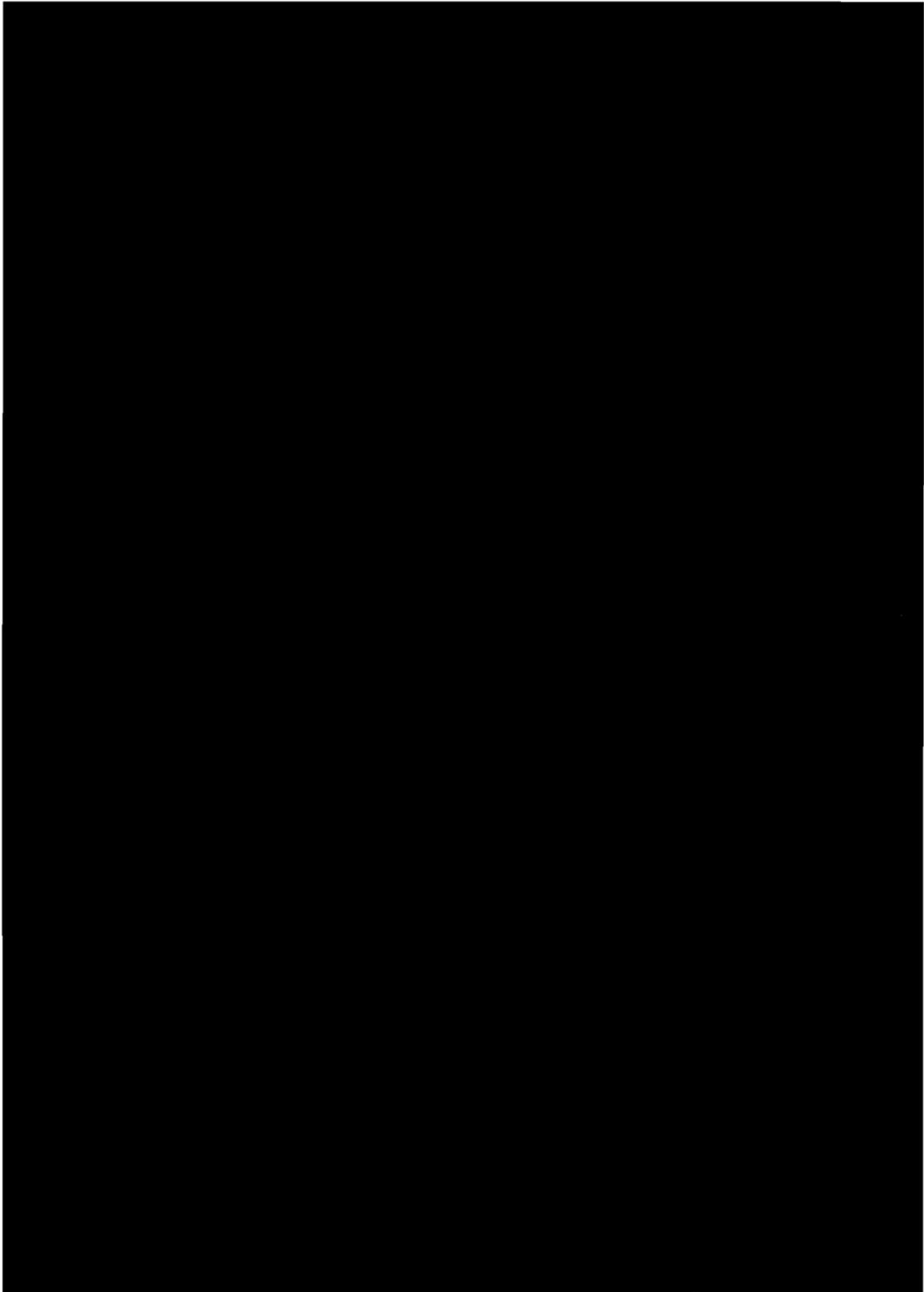


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AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				CONTRACT ID CODE V	PAGE OF PAGES 1   2	
2. AMENDMENT/MODIFICATION NO 1151		3. EFFECTIVE DATE 13-Feb-2008	4. REQUISITION/PURCHASE REQ NO		5. PROJECT NO (If applicable)	
ISSUED BY US ARMY SPACE & MISSILE DEFENSE COMMAND SMDC-RDC PO BOX 1500 HUNTSVILLE AL 35807-3801		CODE W9113M	7. ADMINISTERED BY (If other than item 6) DCMA RAYTHEON 50 APPLE HILL DRIVE M/S T2FR2 TEWKSBURY MA 01876		CODE S2205A	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) RAYTHEON COMPANY 350 LOWELL ST. ANDOVER MA 01810-4400				9A. AMENDMENT OF SOLICITATION NO.		
				9B. DATED (SEE ITEM 11)		
				X 10A. MOD. OF CONTRACT ORDER NO. DASG80-98-C-0001		
				X 10B. DATED (SEE ITEM 13) 30-Jan-1998		
CODE 05716		FACILITY CODE				
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS						
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of offer <input type="checkbox"/> is extended. <input type="checkbox"/> is not extended.						
<p>Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:</p> <p>(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.</p>						
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule						
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS IT MODIFIES THE CONTRACT ORDER NO. AS DESCRIBED IN ITEM 14.						
THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.						
B. THE ABOVE NUMBERED CONTRACT ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).						
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:						
X D. OTHER (Specify type of modification and authority) Limitation of Funds						
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not. <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.						
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: [REDACTED] (b)(6) Due to a Standard Procurement System defect, the date shown in Block 10B of the SF30 may be inaccurate. The date should be 30 January 1998. The purpose of this Modification P00151 is to incrementally fund CLIN 0017AA in the amount of \$36M.						
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect (b)(6)						
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)			
CONTRACTOR/OFFEROR			EIA [REDACTED]			
15C. DATE SIGNED		16B. UNITED STATES OF AMERICA		16C. DATE SIGNED		
(Signature of person authorized to sign)		[REDACTED]		13-Feb-2008		

EXCEPTION TO SF 30  
APPROVED BY OIRM 11-84

30-105-04

STANDARD FORM 30 (Rev. 10-83)  
Prescribed by GSA  
FAR (48 CFR) 53.243

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SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by \$36,000,000.00.

KT: 21 8 2040 5L 5L68 P172419E555L 255Y 4M8J710600 S01021 4M8J710600/84MJLE/4M5 was increased by \$36,000,000.00.

	Target Cost
	Target Fee
\$36,000,000.00	Total

(b)(4)

(End of Summary of Changes)

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AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1 CONTRACT ID CODE V	PAGE OF PAGES 1   2	
2 AMENDMENT/MODIFICATION NO 00152	3 EFFECTIVE DATE 20-Feb-2008	4 REQUISITION/PURCHASE REQ. NO.	5 PROJECT NO (If applicable)			
ISSUED BY US ARMY SPACE & MISSILE DEFENSE COMMAND SMDC-RDC PO BOX 1500 HUNTSVILLE AL 35807-3801	CODE W9113M	7 ADMINISTERED BY (If other than item 6) DCMA RAYTHEON 50 APPLE HILL DRIVE M/S T2FR2 TEWKSBURY MA 01876		CODE	S2205A	
8 NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) RAYTHEON COMPANY 350 LOWELL ST ANDOVER MA 01810-4400				9A. AMENDMENT OF SOLICITATION NO.		
				9B. DATED (SEE ITEM 11)		
				X	10A. MOD. OF CONTRACT/ORDER NO. DASG60-98-C-0001	
				X	10B. DATED (SEE ITEM 13) 30-Jan-1998	
CODE 05716		FACILITY CODE				
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS						
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended. <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.						
12. ACCOUNTING AND APPROPRIATION DATA (If required) <b>See Schedule</b>						
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT ORDER NO. AS DESCRIBED IN ITEM 14.						
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.						
X B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).						
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:						
D. OTHER (Specify type of modification and authority)						
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.						
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: [REDACTED] (b)(6) Due to a Standard Procurement System defect, the date shown in Block 10B of the SF30 may be inaccurate. The date should be 30 January 1998.  The purpose of this Modification P00152 is to move funds from CLIN 0017AA ACRN: KN to KU from previous mods for billing purposes. See page 2 for details.						
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.						
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)			
			[REDACTED] (b)(6) TEL: 256-955-5882			
CONTRACTOR/OFFEROR		15C. DATE SIGNED	16B. (Type or print name of contractor/officer)	16C. DATE SIGNED		
(Signature of person authorized to sign)			[REDACTED]	20-Feb-2008 (b)(6)		

EXCEPTION TO SF 30  
APPROVED BY OIRM 11-84

30-105-04

STANDARD FORM 30 (Rev. 10-83)  
Prescribed by GSA  
FAR (48 CFR) 53.243

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SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

The purpose of this modification P00152 is to delete funds from CLIN 17AA, ACRN: KN and move same funds to CLIN 17AA, ACRN: KU for billing purposes.

The following are the modification numbers and amounts that were moved from ACRN: KN to ACRN: KU

Modification No.	\$ Amount			
P00137	\$500,000			
P00139	\$983,183			
P00140	\$150,000			
P00144	\$300,000			
P00147	\$ 75,000			
Total	\$2,008,183			

SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

SUBCLIN 0017AA:

KN: 21 7 2040 5L 5L68 P172419E555L 255Y 4M7J730000 S01021 4MJ730000/74MJLE/4M was decreased by \$2,008,183.00 from \$194,273,851.00 to \$192,265,668.00

KU: 21 7 2040 5L 5L68 P172419E555L 255Y 4M7J730000 S01021 4MJ730000/74MJLE/4M was increased by \$2,008,183.00 from \$0.00 to \$2,008,183.00

The contract ACRN KU has been added.

(End of Summary of Changes)

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SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION A - SOLICITATION/CONTRACT FORM

The purpose of this Modification P00153 is to incorporate CLIN 0021 to support the SDD Statement of Work (SOW) dated 30 Nov 2006, Paragraph 5.4, System Tests/Demonstrations and hereby revised for clarification incorporate SOW 28 January 2008 per Attachment in Section J.

CLIN 21 AB is allotted a Not-To-Exceed amount of \$37,422 for the [REDACTED] performed in February and March 2008. This will allow for contract definitization. (b)(3)(A)  
(i)&Title  
10 Sec 130

The total cost of this contract was increased by \$37,422.00. (a)(b)

SECTION B - SUPPLIES OR SERVICES AND PRICES

CLIN 0021 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0021	JLENS Simulation Support CPFF System Tests/Demonstrations/Exercises - Statement of Work "JLENS Simulation Support". The support is for the SDD phase to include [REDACTED] and Simulation Support Tasks. POP is 13 February 2008 - 31 December 2008. FOB: Destination		LOT		(b)(3)(A) (i)&Title 10 Sec 130 (a)(b)
				ESTIMATED COST	\$0.00
				FIXED FEE	\$0.00
				TOTAL EST COST + FEE	\$0.00

SUBCLIN 0021AA is added as follows:

001446

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0021AA	[REDACTED] CPFF Contractor shall provide JLENS all software Surveillance/Precision track and illumination radar Emulation in [REDACTED] simulation integration and operational support to the 2008 [REDACTED]				(b)(3)(A)(i)&Title 10 Sec 130 (a)(b)
	AL. Full description of required task is attached in the SOW, Section J. FOB: Destination				
				ESTIMATED COST	\$0.00
				FIXED FEE	\$0.00
				<b>TOTAL EST COST + FEE</b>	<b>\$0.00</b>

SUBCLIN 0021AB is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0021AB	[REDACTED] CPFF Contractor shall provide [REDACTED] simulation development, integration and operational support to the [REDACTED] Full description of task in included in the SOW, Section J. FOB: Destination				(b)(3)(A)(i)&Title 10 Sec 130 (a)(b)
				ESTIMATED COST	[REDACTED] (b)(3)(A)(i)&Title
				FIXED FEE	[REDACTED]
				<b>TOTAL EST COST + FEE</b>	<b>\$37,422.00</b>
	\$37,422 is a Not-To-Exceed amount for [REDACTED] performed in February and March, 2008.				(b)(3)(A) (i)&Title 10 Sec 130 (a)(b)
	ACRN KV CIN: 00000000000000000000000000000000				(b)(4)

SUBCLIN 0021AC is added as follows:

001447

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0021AC	Simulation Support Task FFP Contractor shall provide simulation integration and operational support to exercises, events and/or analysis efforts. Full description of task is included in the SOW, Section J. FOB: Destination				
NET AMT					\$0.00

SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by \$37,422.00.

SUBCLIN 0021AB:

Funding on SUBCLIN 0021AB is initiated as follows:

ACRN: KV

CIN: 00000000000000000000000000000000

Acctng Data: 9780400 1202 188 JT01 606051 600008 59233 65126J 667100 FSR:040933 PSR:110286  
DSR:363222 F67100

Customer Order No. F1AF1W8016G001

Increase: \$37,422.00

Total: \$37,422.00

SECTION J - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

The following have been modified:

J-1

5. SECTION J - LIST OF ATTACHMENTS:

Section J is changed as shown below:

001448

<u>TITLE</u>	<u>DATE</u>	<u># OF PAGES</u>
Contract Security Classification Specification (DD Form 254) REVISION 10 (P00149) DD 254 Mailed via US Postal Service. NOTE: Last Revision see P00106 Rev. 8 (Rev. 9 deleted)	26 Dec.2007	11
<u>CLIN 0017:</u> JLENS System Development and Demonstration (SDD) Program Statement of Work (Revised by Incorporating CSDR Plans dated 20 Febr 2007 in Appendix C per Modification P00136)	30 Nov 06 - Revised 20 Febr 07	37
Contract Data Requirements List (DD Form 1423) Exhibit A with Distribution List & Data Item Nos. B001 through B062 (Replace Data Item Nos. B026 and B027, only Per Modification P00136) (Replace Data Item Nos. B048 and B049, only Per Modification P00143 & to add statement in Section A of Modification P00143)	01 Dec 06  Revised 05 Apr 07 Revised 24 Oct 07	63
*Added statement below to address weekends/Holidays: (In Mod P00143)	24 October 07	

\*Per a mutual agreement between Raytheon and JLENS Product Office all Contract Data Requirements List (CDRL's) (DD Form 1423) are due on the next business day after the required due date if the due date falls on Saturday, Sunday or a Government Holiday. In addition, for any CDRL with a requirement to resubmit within 10 days or less after receipt of comments, where Raytheon receives the comments on a Friday, the timeframe for resubmittal will begin on the next business day. Statement added in Mod P00143 on 24 Oct. 2007.

GFE/GFP/GFS List for SDD Replaced with Rev. B List **Add items below For record-keeping purposes (Per Mod P00143)	28 Nov 06 15 Oct 07 Revised 22 Oct 07	2 6
---	---	--------

\*\*Per the [REDACTED] Raytheon is authorized rent free use on a non-interference use of the equipment listed below for utilization on JLENS Fire Control Radar Prime Contract DASG60-98-C-0001 for the period from 19 April 2007 through 30 September 2011.

(b)(3)(A)  
(i)&Title  
10 Sec  
130 (a)(b)

[REDACTED]

(b)(3)(A)  
(i)&Title  
10 Sec 130  
(a)(b)

[REDACTED]

001449



(b)(3)(A)  
(i)&Title  
10 Sec  
130 (a)(b)

Hereby added in Mod P00148 for tracking purposes:

Originated in Basic Contract:

Government Furnished Equipment - Spiral 1

20 Jun 03 1 List

(Spiral 1 Equipment Transferred to Government

25 Mar 07\* 34 pages

Contract DASG60-00-C-0091, DD Form 1149 (attached)

(Revised 21 Nov 07)\* 34 pages



Ship to address:

(b)(3)(A)



(b)(3)(A)  
(i)&Title 10  
Sec 130 (a)(b)

\*NOTE: Items 1-1060 transferred to Contract DASG60-00-C-0091 per revised GFE list dated 21 Nov 07. Items 1061 - 1116 GFE items retained on Contract DASG60-98-C-0001 for Spiral 2 per GFE list dated 25 Mar 07.

CLIN 0021

JLENS Simulation Support

28 January 2008

2 pages

SOW dated 28 January 2008

For

Simulation Support Tasks

(Added per Mod P00153)

(b)(3)(A)  
(i)&Title  
10 Sec 130  
(a)(b)

(End of Summary of Changes)

001450

# JLENS Simulation Support 28 January 2008

## Scope of Work

1)

The contractor shall provide JLENS All-software Surveillance/Precision track and illumination radar simulation integration and operational support to the [redacted]. The contractor shall maintain JLENS simulation software and hardware (workstations) currently installed at [redacted]. This provides capability for one FCR system and one SuR system at the exercise. The contractor shall provide 1 person operator/technical support during a one-week integration event and a one-week test event. The contractor operators shall be capable of providing diagnostic technical support and operator training for the duration of each exercise. No modifications are required to [redacted] or tactical software capabilities, however software currently installed [redacted] may need to be updated to the latest available version. The contractor shall deliver a trip report and test data recordings from [redacted] both in contractor format.

(b)(3)(A)  
(i)&Title  
10 Sec  
130 (a)(b)

(b)(3)(A)  
(i)&Title  
10 Sec  
130 (a)  
(b)

Labor (technical only): [redacted] (b)(4)  
 Travel: 2 trips – 1 workweek, 1 person each [redacted]  
 Material: None

### Travel Detail:

May 08 associate integration - 1 trip, 1 workweek, 1 person  
 Jun 08 exercise - 1 trip, 1 workweek, 1 person

2)

The contractor shall provide [redacted] simulation development, integration and operational support to the [redacted]. This work supports the evaluation of [redacted] at the Joint level. The contractor shall utilize previously provided simulation hardware (workstations) and provide and maintain the simulation software [redacted] during the five day exercises, and provide a single [redacted] operator. The contractor shall provide additional data logging capability as defined [redacted]. The contractor shall provide input of scenario specifics and operation of the models and simulations during exercises and tests.

(b)(3)(A)  
(i)&Title  
10 Sec 130  
(a)(b)

(b)(3)(A)  
(i)&Title  
10 Sec 130  
(a)(b)

Labor (technical only): [redacted]s (b)(4)  
 Travel: 8 trips – 1 workweek, 1 person each [redacted]  
 Material: \$19k Software Maintenance, \$15k Hardware Maintenance

### Travel Detail:

Feb 08 associate integration - 1 trip, 1 workweek, 1 person

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- Mar 08 exercise - 1 trip, 1 workweek, 1 person
- May 08 associate integration - 1 trip, 1 workweek, 1 person
- Jun 08 exercise - 1 trip, 1 workweek, 1 person
- Aug 08 associate integration - 1 trip, 1 workweek, 1 person
- Sept 08 exercise - 1 trip, 1 workweek, 1 person
- \* Nov 08 associate integration - 1 trip, 1 workweek, 1 person
- \* Dec 08 exercise - 1 trip, 1 workweek, 1 person
- \* Subject to cancellation

3) Simulation Support Task

The contractor shall provide simulation integration and operational support to exercises, events, and/or analysis efforts. The contractor shall procure, install and integrate JLENS simulation software and hardware (workstations) as required to simulate JLENS performance. The contractor shall assess the need for and provide software modifications as necessary to support the effort. For each effort, the contractor shall provide operator/technical support for integration and events as required. The contractor operators shall be capable of providing diagnostic technical support and operator training for the duration of each exercise. For each effort, the contractor shall deliver a trip report in contractor format, and, unless security limitations prevent data from being provided, the contractor shall also deliver test data recordings in contractor format.

Labor: [REDACTED] hours

Travel: 5 trips – 1 workweek, 1 person each

Material: \$15k for each hardware/software installation

(b)(4)

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001456

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

CONTRACT ID CODE: **V** PAGE OF PAGES: **1** / **5**

2. AMENDMENT/MODIFICATION NO. <b>P00154</b>	9. EFFECTIVE DATE <b>21-Mar-2008</b>	4. RELATION PURCHASE REQ NO.	5. PROGRAM (Applicable)
6. BUYER BY US ARMY SPACE & MISSILE DEFENSE COMMAND SMDC-RDC PO BOX 150 HUNTSVILLE AL 35897-2801	CODE <b>W0119M</b>	7. ADMINISTERED BY (If other than vendor) DCMA/HAYTHEON 97 APRLE BLDG/DA 98512702 TECH/REPLY MAIL 0478	CODE <b>52200A</b>

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) RAYTHEON COMPANY 380 LOWELL ST ANDOVER MA 01810-4420	9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED (SEE ITEM 11)
	X 9A. MOD. OF CONTRACT/ORDER NO. <b>DA600-80-C-0001</b>
	X 10B. DATED (SEE ITEM 13) <b>20-Jan-1998</b>

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of offer  is provided,  is not extended.

Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as provided by one of the following methods:

(a) By completing Items 8 and 13, and returning copies of the amendment, (b) by acknowledging receipt of this amendment on each copy of the offer submitted, or (c) by separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by issue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided such telegram or letter makes reference to the solicitation and this amendment and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (if required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT ORDERS. IT MODIFIES THE CONTRACT ORDER NO., AS DESCRIBED IN ITEM 14.

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

B. THE ABOVE NUMBERED CONTRACT ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in pricing office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.102(b).

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

D. OTHER (Specify type of modification and authority):  
FAR 88.203-2, Changes Clause - Cost Reimbursement

E. IMPORTANT: Contractor  is not,  is required to sign this document and return copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCP section headings, including solicitation/contract subject matter where feasible.)  
Modification Control Number: [REDACTED]

Due to a Standard Procurement system defect, the date shown in Block 10B of the SF30 may be inaccurate. The date should be 30 Jan 1998.

The purpose of this Modification P00154 is to decouple the [REDACTED] CLIN 0017AA.

(b)(6)  
(b)(3)(A)  
(i) & Title 10  
Sec 130 (a)(b)

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, in handwritten changes, requests, exchanges and to full force and effect.

10A. NAME, ADDRESS AND PHONE NUMBER OF CONTRACTOR (If printed): [REDACTED]

10B. DATE SIGNED: **27 Mar 08**

10C. DATE SIGNED: [REDACTED]

BY: [REDACTED]

(b)(6)  
(b)(6)  
(b)(6)

001457

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION A - SOLICITATION/CONTRACT FORM

In accordance with FAR Clause 52.243-2, Changes – Cost Reimbursement, Modification P00154 is issued to de-scope work under CLIN 0017AA which was included at the time of the SDD phase definitization in December, 2006.

The de-scope effort includes the [redacted] (b)(3) (A) (i)&Title 10 Sec 130 (a)

The [redacted] de-scope is in the amount of (\$2,821,245) and retained risk reduction is in the amount of [redacted] an overall decrease in the amount [redacted] contract value to CLIN 0017AA. The current funding is not affected by this Modification due to current tasks remaining on CLIN 0017AA. (b)(4)

It is hereby noted, that JLENS SDD [redacted] "Ground Rules and Assumptions" submitted by Raytheon with their revised proposal dated 20 December 2007 were further revised by JLENS Product Office and agreed to by Raytheon in an email dated 04 March 2008. (b)(3)(A) (i)&Title 10 Sec 130 (a)(b)

It is agreed that this Modification constitutes and reflects the agreement of the parties regarding any equitable adjustment to cost or schedule arising from the above change order. The contractor releases the Government from any and all liability under this contract for further equitable adjustment arising from this change order.

SECTION B - SUPPLIES OR SERVICES AND PRICES

1. SECTION B- SUPPLIES OR SERVICES AND PRICES/COSTS:

b. The following clauses have been added to Section B and replace all previous Section B references for incentive fee for SubCLIN 0017AA/CLIN 0018,

B-17 INCENTIVE FEE FOR SUBCLIN 0017AA/CLIN 0018 (SEE H-19):

In accordance with FAR 52.216-7, entitled "Allowable Cost and Payments", and FAR 52.216-10, entitled "Incentive Fee", the total amount for reimbursement of cost and fee for performance under SubCLIN 0017AA/CLIN 0018 are set forth below:

Target Cost [redacted] (b)(4)  
Target Fee [redacted]

Incentive Arrangement: Maximum Fee: [redacted]  
Minimum Fee: [redacted]

(Share Ratio: Government/Contractor)

Underrun [redacted] for the amount by which the total allowable cost is less than the target cost until maximum fee is attained. (b)(4)

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Overrun: [redacted] for the amount by which the total allowable cost exceeds the target cost until minimum fee is attained. (b)(4)

FAR 52.216-10 INCENTIVE

Paragraph (e)(1) is stated as follows:

(e) Fee payable.

(1) The fee payable under this contract shall be the target fee increased by [redacted] for every dollar that the total allowable cost is less than the target cost or decreased by [redacted] for every dollar that the total allowable cost exceeds the target cost. In no event shall the fee be greater than [redacted] or less than [redacted] of the target cost. (b)(4)

B-18. TARGET COST, TARGET FEE, MINIMUM INCENTIVE FEE, MAXIMUM INCENTIVE FEE, AND INCENTIVE ARRANGEMENT FOR SUBCLIN 0017AA/CLIN 0018:

SUBCLIN 0017AA – (Two SDD JLENS Systems)

- a. Target cost: [redacted]
- b. Target fee: [redacted]
- c. Minimum incentive fee: [redacted]
- d. Maximum incentive fee: [redacted]
- e. Total target cost and target fee: \$1,427,212,605

(b)(4)

c. Paragraph G-6, IMPLEMENTATION OF AND EXPLANATION OF THE RELATIONSHIP OF THE LIMITATION OF FUNDS (LOF) CLAUSE TO FEE OBLIGATIONS, paragraphs c is changed to read as follows:

SUBCLIN 0017AA :

	<u>PRIOR</u>	<u>THIS MODIFICATION</u>	<u>CUMULATIVE TOTAL*</u>
(1) Amount Required for Full Funding, Including Fee:	\$1,429,845,646	\$ (2,633,041)	\$ 1,427,212,605
(2) Amount Allotted Under the LOF Clause for Payment of Costs:	[redacted]		
(3) Amount Separately Obligated for Payment of Fee:	[redacted]		
(4) Total Amount Allotted and Obligated:	\$657,111,186	\$ 0	\$657,111,186
(5) Net Amount Required for Full Funding	\$ 1,429,845,646	\$ (2,633,041)	\$ 1,427,212,605
(6) Estimated Period of Performance the Allotted Amount Will Cover:	30 SEP 2008		

(b)(4)

\* These figures take into consideration the negotiated total value of SubCLIN 0017AA (This does not include SLIN 17AH).

4. SECTION H – SPECIAL CONTRACT REQUIREMENTS is changed as follows:

001459

b. Paragraph H-10, INCREMENTAL FUNDING OF THE CONTRACT:

(1) Paragraph c. is changed as follows:

c. Pursuant to the LIMITATION OF FUNDS clause, the sum of \$657,111,186 is presently allotted to CLIN 0017AA and available for payment to cover the work to be performed hereunder .

H-19 Incentive Fee Structure and Payment for CLIN 0017, System Development and Demonstration (SDD)

a. General.

SubCLIN 0017AA, System Development and Demonstration (SDD), is a cost-plus-incentive-fee (CPIF) Line Item with cost and schedule incentives as described below. Paragraph H-19(b) applies only to the Cost Incentive and Paragraph H-19(c) applies only to the Schedule Incentive. The contract price amount of \$1,427,212,605 includes a target cost of [redacted] which includes [redacted] of cost and [redacted] facilities capital cost of money) and a target incentive fee of [redacted] which is [redacted] target cost less facilities capital cost of money. (b)(4)

b. Cost Incentive.

(1) The target fee payable under SubCLIN 0017AA is [redacted] of the target cost less facilities capital cost of money [redacted] an amount equal to [redacted]

(2) The maximum fee payable under SubCLIN 0017AA is [redacted] of the target cost less facilities capital cost of money [redacted] an amount equal to [redacted]

(3) The minimum fee payable under SubCLIN 0017AA is [redacted] of the target cost less facilities capital cost of money [redacted] an amount equal to [redacted] (b)(4)

(4) Fee will be adjusted for actual cost that is less than or more than the target cost stated above using a share ratio of [redacted] Government / [redacted] Contractor for actual costs less than the target cost, and a ratio of [redacted] Government / [redacted] Contractor for actual costs greater than the target cost range applied according to Paragraph H-19(c)(1).

(5) Nothing stated in this clause shall take precedence over the clause 52.216-10 - Incentive Fee contained in this contract.

c. Schedule Incentive.

(1) A maximum [redacted] "flat zone" will be established at the target cost value of [redacted] with the conduct of milestones below. The "flat zone" over which the contractor will earn target fee is for eligible costs from [redacted] to [redacted] once the program milestones set forth below are conducted.

(a) [redacted] of the maximum benefit of the "flat zone", earned by the conduct of the SDD System Functional Review NLT 2nd Quarter, Fiscal Year 2007. (b)(4)

(b) [redacted] of the maximum benefit of the "flat zone", earned by the conduct of SDD Orbit Critical Design review NLT 2nd Quarter, Fiscal Year 2009.

(2) An additional schedule incentive fee pool of [redacted] maximum) is established and will be awarded to the contractor for conducting Test Readiness Review to allow for the Limited User Test Effort according to the schedule below:

001460

(a) [redacted] of the schedule fee pool, an amount of [redacted] will be awarded to the contractor if the contractor conducts the Test Readiness Review for the Limited User Test NLT 31 December 2010.

(b) [redacted] of the schedule fee pool, an amount of [redacted] will be awarded to the contractor if the contractor conducts the Test Readiness Review for the Limited User Test NLT 30 November 2010. (b)(4)

(c) [redacted] of the schedule fee pool, an amount of [redacted] will be awarded to the contractor if the contractor conducts the Test Readiness Review for the Limited User Test NLT 31 October 2010.

(d) [redacted] of the schedule fee pool, an amount of [redacted] will be awarded to the contractor if the contractor conducts the Test Readiness Review for the Limited User Test NLT 30 September 2010.

(e) If the contractor conducts the Test Readiness Review for the Limited User Test on or after 01 January 2011, the contractor is not entitled to any of the schedule fee incentive pool.

(f) If the contractor achieves an early milestone as listed in (a) through (d), the contractor shall submit a letter to the government Contracting Officer notifying him/her of the completion of the milestone and the claim for the incentive fee.

(3) For Earned Value and cost reporting purposes, the target cost value of [redacted] will be used. (b)(4)

(4) If schedule incentive fee listed above is earned, the additional contract value will be added to the total value of this contract at the time the incentive is earned.

**d. Changes issued under FAR 52.243-2, Changes - Cost Reimbursement**

with the provisions of paragraphs (e)(3) of DFARS 252.227-7013 and 252.227-7014.

(End of Summary of Changes)

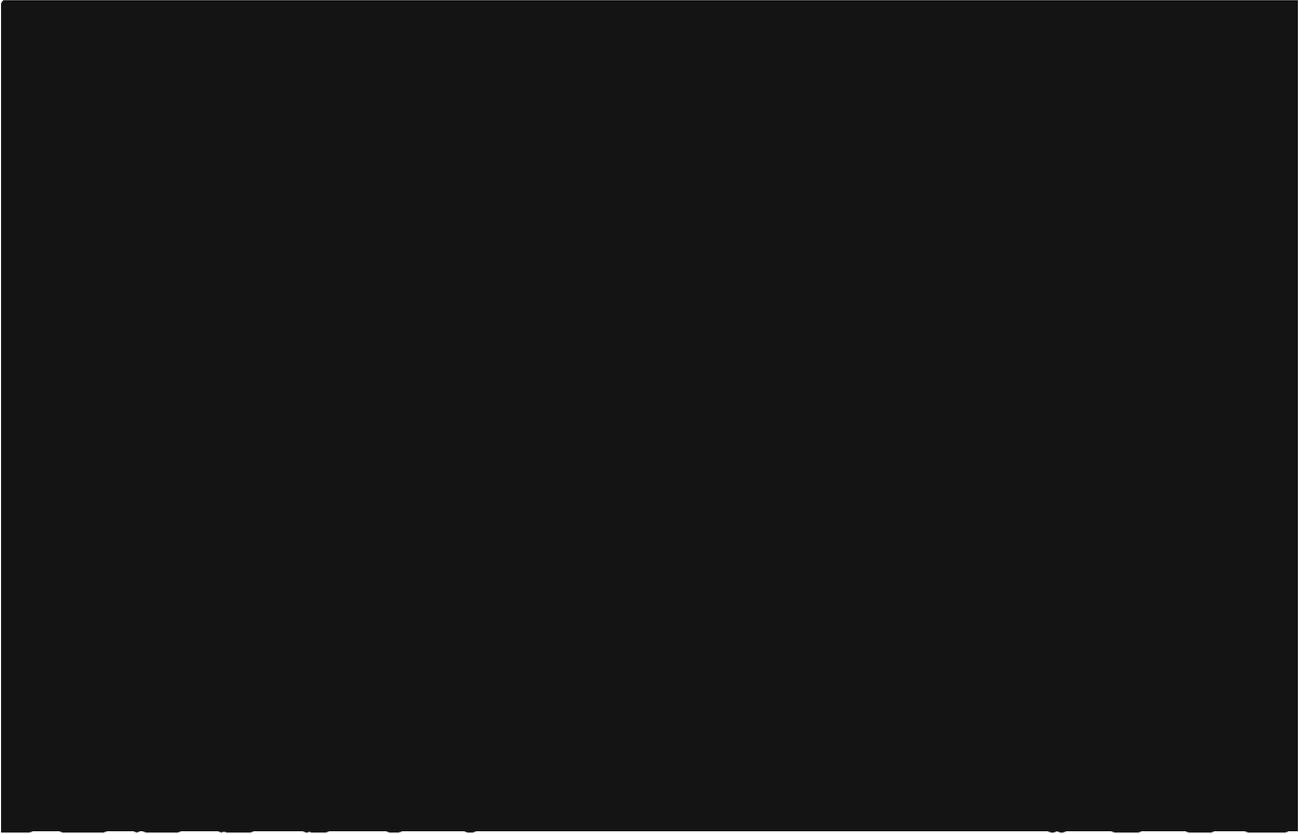
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(b)(4)

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(b)(4)

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<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			1 CONTRACT ID CODE <b>V</b>	PAGE OF PAGES <b>1   5</b>
1. AMENDMENT/MODIFICATION NO. <b>0155</b>		3. EFFECTIVE DATE <b>24-Apr-2008</b>		4. REQUISITION/PURCHASE REQ. NO.
6. ISSUED BY CODE <b>W9113M</b> US ARMY SPACE & MISSILE DEFENSE COMMAND SMDC-RDC PO BOX 1800 HUNTSVILLE AL 35807-3801		7. ADMINISTERED BY (If other than item 6) CODE <b>S2205A</b> DCMA RAYTHEON 50 APPLE HILL DRIVE M/S T2FR2 TEWKSBURY MA 01876		
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) RAYTHEON COMPANY 360 LOWELL ST ANDOVER MA 01810-4400		9A. AMENDMENT OF SOLICITATION NO.		
		9B. DATED (SEE ITEM 11)		
		X 10A. MOD. OF CONTRACT/ORDER NO. <b>DASG60-98-C-0001</b>		
		X 10B. DATED (SEE ITEM 13) <b>30-Jan-1998</b>		
CODE <b>05716</b>		FACILITY CODE		
<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>				
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.				
12. ACCOUNTING AND APPROPRIATION DATA (If required) <b>See Schedule</b>				
<b>13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.</b>				
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.				
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).				
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:				
X D. OTHER (Specify type of modification and authority) <b>UNILATERAL: FAR 52.232-22, "Limitation of Funds"</b>				
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.				
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: <span style="background-color: black; color: black;">XXXXXXXXXX</span> Due to a Standard Procurement System defect, the data shown in Block 10B of the SF30 may be inaccurate. The date should be 30 January 1998.  The purpose of this modification is to incrementally fund CLIN 0021AA in the amount of \$20,000, CLIN 0021AB in the amount of \$125,078, and CLIN 0021AC in the amount of \$38,508.				
(b)(6)				
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.				
15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)		
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED	16B. SIGNATURE  (Signature of Contracting Officer)	16C. DATE SIGNED <b>24-Apr-2008</b>	

EXCEPTION TO SF 30

30-105-04

STANDARD FORM 30 (Rev. 10-8)

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SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION A - SOLICITATION/CONTRACT FORM

The total cost of this contract was increased by \$183,586.00 from \$1,670,270,548.00 to \$1,670,454,134.00.

SECTION B - SUPPLIES OR SERVICES AND PRICES

SUBCLIN 0021AA

The estimated/max cost has increased by [REDACTED]  
The fixed fee [REDACTED] has been added.  
The cost constraint NTE has been added.  
The total cost of this line item has increased by \$20,000.00 from UNDEFINED to \$20,000.00.

(b)(4)

SUBCLIN 0021AB

The estimated/max cost has increased by [REDACTED]  
The fixed fee has increased by [REDACTED]  
The total cost of this line item has increased by \$125,078.00 from \$37,422.00 to \$162,500.00.

(b)(4)

SUBCLIN 0021AC

The cost constraint NTE has been added.  
The total cost of this line item has increased by [REDACTED]

(b)(4)

SUBCLIN 002101 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
002101	Funding for [REDACTED] 00021AB CPFF FOB: Destination			(b)(3)(A)(i)&Title 10 Sec 130 (a)(b)	
				ESTIMATED COST	[REDACTED]
				FIXED FEE	[REDACTED]
				TOTAL EST COST + FEE	\$60,000.00
	ACRN KX CIN: 00000000000000000000000000000000				\$60,000.00

(b)(4)

SUBCLIN 002102 is added as follows:

001470

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
02102	Funding for [REDACTED] 0021AB CPFF FOB: Destination			(b)(3)(A)(i)&Title 10 Sec 130 (a)(b)	(b)(4)
				ESTIMATED COST	[REDACTED]
				FIXED FEE	[REDACTED]
				TOTAL EST COST + FEE	\$25,000.00
	ACRN KY CIN: 00000000000000000000000000000000				\$25,000.00

SUBCLIN 002103 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
002103	Funding for Simulation Support, 0021AC FFP FOB: Destination				
				NET AMT	\$13,508.00
	ACRN LA CIN: 00000000000000000000000000000000				\$13,508.00

SUBCLIN 002104 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
002104	Funding for SUBCLIN 0021AB, [REDACTED] CPFF FOB: Destination			(b)(3)(A)(i)&Title 10 Sec 130 (a)(b)	(b)(4)
				ESTIMATED COST	[REDACTED]
				FIXED FEE	[REDACTED]
				TOTAL EST COST + FEE	\$12,500.00
	ACRN LB CIN: 00000000000000000000000000000000				\$12,500.00

SECTION G - CONTRACT ADMINISTRATION DATA

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Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by \$183,586.00 from \$827,135,639.52 to \$827,319,225.52.

SUBCLIN 002101:

Funding on SUBCLIN 002101 is initiated as follows:

ACRN: KX

CIN: 00000000000000000000000000000000

Acctng Data: 9780400 1202 188 JT01 606051 600008 59233 65126J 667100 FSR: 040933 PSR: E56754 DSR: 278959 F67100

Increase: \$60,000.00

Total: \$60,000.00

SUBCLIN 0002101, ACRN KX: \$60,000 is provided to fund SUBCLIN 0021AB and is a Not-to-Exceed (NTE) amount for [REDACTED] This \$60,000 increases the NTE for SUBCLIN 0021AB from \$37,422 to \$97,422.

(b)(3)(A)  
(i)&Title  
10 Sec 130  
(a)(b)

SUBCLIN 002102:

Funding on SUBCLIN 002102 is initiated as follows:

ACRN: KY

CIN: 00000000000000000000000000000000

Acctng Data: 9780400 2520 8 BM QMDC 40603904C00 255X MD8Y122B0P2984 820382 S12135

Increase: \$25,000.00

Total: \$25,000.00

SUBCLIN 0002101, ACRN KY: \$25,000 is provided to fund SUBCLIN 0021AB and is a Not-to-Exceed (NTE) amount for [REDACTED] This \$25,000 increases the NTE for SUBCLIN 0021AB from \$97,422 to \$122,422.

(b)(3)(A)  
(i)&Title  
10 Sec 130  
(a)(b)

SUBCLIN 002103:

Funding on SUBCLIN 002103 is initiated as follows:

ACRN: LA

CIN: 00000000000000000000000000000000

Acctng Data: 21 8 2040 5L 5L68 P172419E555L 255Y 4M8J730400 S01021

Increase: \$13,508.00

Total: \$13,508.00

SUBCLIN 002103, ACRN LA: \$13,508 is provided to fund SUBCLIN 0021AC and is a Not-to-Exceed (NTE) amount for Simulation Support tasks.

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SUBCLIN 002104:  
Funding on SUBCLIN 002104 is initiated as follows:

ACRN: LB

CIN: 00000000000000000000000000000000

Acctng Data: 9780400 1202 188 JT01 606051 600008 59233 65126J 667100 FSR: 040933 PSR: 110286 DSR: 431707 F67100

Increase: \$12,500.00

Total: \$12,500.00

SUBCLIN 0002104, ACRN LB: \$12,500 is provided to fund SUBCLIN 0021AB and is a Not-to-Exceed (NTE) amount for [REDACTED]. This \$12,500 increases the NTE for SUBCLIN 0021AB from \$122,422 to \$134,922. (b)(3)(A) (i)&Title 10 Sec 130 (a) (b)

SUBCLIN 0021AA:

KW: 21 8 2040 5L 5L68 P172419E555L 255Y 4M8J719900 S01021 (CIN 00000000000000000000000000000000) was increased by \$20,000.00 from \$0.00 to \$20,000.00

The contract ACRN KW has been added.

The CIN 00000000000000000000000000000000 has been added.

SUBCLIN 0021AA, ACRN KW: \$20,000 is provided to fund SUBCLIN 0021AA and is a Not-to-Exceed (NTE) amount for [REDACTED]. (b)(3)(A) (i)&Title 10 Sec 130 (a)(b)

SUBCLIN 0021AB:

KV: 9780400 1202 188 JT01 606051 600008 59233 65126J 667100 FSR:040933 PSR:110286 DSR:363222 F67100 (CIN 00000000000000000000000000000000) was increased by \$27,578.00 from \$37,422.00 to \$65,000.00  
SUBCLIN 00021AB, ACRN KV: \$27,578 is provided to fund SUBCLIN 0021AB and is a Not-to-Exceed (NTE) amount for [REDACTED]. This \$27,578 increases the NTE for SUBCLIN 0021AB from \$134,422 to \$162,500.

SUBCLIN 0021AC:

KZ: 21 8 2040 0000 5L 5L68 172419E555L 255Y 4M8J719200 S01021 (CIN 00000000000000000000000000000000) was increased by \$25,000.00 from \$0.00 to \$25,000.00

The contract ACRN KZ has been added.

The CIN 00000000000000000000000000000000 has been added.

SUBCLIN 0021AC, ACRN KZ: \$25,000 is provided to fund SUBCLIN 0021AC and is a Not-to-Exceed (NTE) amount to perform the following task: Install [REDACTED] servers on existing servers from [REDACTED] provide one week training at [REDACTED] and [REDACTED] hours of telephone support. The necessary COTS hardware and software licenses have already been procured and will be shipped from [REDACTED] to Raytheon for the initial installation. After the installation of the hardware is completed, Raytheon will ship the equipment back to [REDACTED] and provide the training. (b)(3)(A) (i)&Title 10 Sec 130 (a)(b)

(End of Summary of Changes)

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AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES	
			V	1	3
2. AMENDMENT/MODIFICATION NO. <b>POO156</b>	3. EFFECTIVE DATE <b>21MAY08</b>	4. REQUISITION/PURCHASE REQ NO.		5. PROJECT NO. (if applicable)	
6. ISSUED BY US ARMY SPACE & MISSILE DEFENSE COMMAND 8800-PRG PO BOX 400 HUNTSVILLE AL 35894-0001	CODE VW113M	7. ADMINISTERED BY (Other than Req#) DONA RYTHEIN 80 APPELLE SPRNG MS T2FR2 TEMPERARY SA OHRN		CODE 82206A	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) RAYTHEON COMPANY SHELWELL ST. ANDOVER MA 01910-4423			9A. AMENDMENT OF SOLICITATION NO.		
			9B. DATED (SEE ITEM 11)		
			X 10A. MOD. OF CONTRACT ORDER NO. 130242-00-0-001		
			X 10B. DATED (SEE ITEM 13) 30-Jan-2008		
CODE 06718			FACILITY CODE		
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified in receipt of offer is extended. <input type="checkbox"/> is extended. <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as corrected by one of the following methods: (a) By completing Items 8 and 12, and returning _____ copies of this amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. Any change of this amendment you desire to change an offer already submitted, such change may be made by independent letter, provided such independent letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA (if complete) See Schedule					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT ORDERS. IT MODIFIES THE CONTRACT ORDER NO. AS DESCRIBED IN ITEM 14.					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
B. THE ABOVE NUMBERED CONTRACT ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.102(b).					
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 82.223-22, "Limitation of Funds"					
D. OTHER (Specify type of modification and authority)					
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return 1 copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCP section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: [REDACTED] Due to a Standard Procurement System defect, the date shown in Block 10B of the SF30 is inaccurate. The date should be 30 January 2008. The purpose of this modification is to incrementally fund SubCLIN 0017AA in the amount of \$7,350,200. Additional funding in the not-to-exceed amount of \$200,000 is also provided to contract [REDACTED]					
(b)(3)(A)(i) & Title 10 Sec 130 (a)(b)  (b)(4)					
EXCEPT AS PROVIDED HEREIN, ALL TERMS AND CONDITIONS OF THE DOCUMENT REFERENCED IN ITEM 9A OR 10A, AS INCORPORATED, REMAIN CONTINGENT UPON THE FULFILLMENT OF ALL TERMS AND CONDITIONS.					
15. [REDACTED]			16. NAME AND TITLE OF CONTRACTING OFFICER [REDACTED]		
17. DATE SIGNED 5/27/08			18. DATE SIGNED 21 May 08		

EXCERPT FROM SF 30  
APPROVED BY OIRM 11-84

30-105-04

STANDARD FORM 30 (Rev. 10-83)  
Prescribed by GSA  
FAR (48 CFR) 53.245

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SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION A - SOLICITATION/CONTRACT FORM

The total cost of this contract was increased by \$200,000.00.

The following have been added by full text:

PURPOSE

In addition to incremental funding in the amount of \$7,938,200, SubCLIN 0017AA is hereby modified to provide additional funding in the amount of \$200,000 to conduct a [redacted] in accordance with SW-JLENS-SDD-2006, paragraph 3.4 and to provide a reasonable assessment under the trade study of JLENS [redacted]

(b)(3)(A)  
(i)&Title  
10 Sec  
130 (a)(b)

The results of the study are due by September 15, 2008. Total cost of the study shall not exceed a total amount of \$200,000.

The trade study shall address the following areas:

1.1 Objectives

The objective of this effort is to provide a technical assessment (study) of JLENS [redacted] This study will assess the technical feasibility to determine where capabilities exist and provide suggested operational concepts that could be employed with minimum disruption to the planned JLENS mission. The contractor shall reference the [redacted] study on [redacted], and the Statement of Objectives.

(b)(3)(A)  
(i)&Title  
10 Sec  
130 (a)  
(b)

1.2 Scope

The requirements to meet the objectives are defined below.

1.2.1 Demonstration, Program Planning and Execution

The contractor shall plan, staff and assess the technical feasibility of the JLENS system to assess whether a [redacted] This assessment may entail exploitation of data available to JLENS prior to and/or after an intercept. The contractor shall determine if JLENS has the capability to [redacted]

(b)(3)(A)  
(i)&Title  
10 Sec  
130 (a)(b)

The contractor shall outline the contribution JLENS makes [redacted]

1.3 Meetings and Reports

The contractor shall provide a study report in contractor format that addresses each of the areas requested in paragraph 1.2.1. An initial, midpoint and final meeting will be held with appropriate government agencies. Study progress will be reviewed during the weekly systems engineering IPT/CPT meetings.

SECTION B - SUPPLIES OR SERVICES AND PRICES

SUBCLIN 0017AA

The target cost has increased by \$ [redacted] (b)(4)

The target profit/fee has increased by [redacted]

The total cost of this line item has increased by \$200,000.00.

This includes a target cost of [redacted] and a target (b)(4)

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incentive fee of \$ [REDACTED] of target cost less facilities capital cost of money. (b)(4)

**SECTION G - CONTRACT ADMINISTRATION DATA**

**Accounting and Appropriation**

**Summary for the Payment Office**

As a result of this modification, the total funded amount for this document was increased by \$8,138,200.00.

**SUBCLIN 0017AA:**

KT: 21 8 2040 5L 5L68 P172419E555L 255Y 4M8J710600 S01021 4M8J710600/84MJLE/4M5 was increased by \$7,938,200.00 from \$372,321,000.00 to \$380,259,200.00

LC: 9780400.2620 1000 B63D 253999 BD26064000 S49012 was increased by \$200,000.00 from \$0.00 to \$200,000.00

The contract ACRN LC has been added.

Target Cost, Target Fee, and Total for the above \$8,138,200 is distributed as follows and includes a target cost of [REDACTED] cost and [REDACTED] of facilities capital cost of money) and a target incentive fee of [REDACTED] which [REDACTED] of target cost less facilities capital cost of money: (b)(4)

Target Cost	[REDACTED]
Target Fee	[REDACTED]
Total	\$8,138,200

**SECTION J - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS**

The following have been modified:

<u>TITLE</u>	<u>DATE</u>	<u># OF PAGES</u>
[REDACTED]	[REDACTED]	[REDACTED]

(b)(3)(A)(i)&Title  
10 Sec 130 (a)(b)

(End of Summary of Changes)

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2. AMENDMENT/MODIFICATION NO. <b>PO0157</b>		3. EFFECTIVE DATE <b>12 JUN 08</b>	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY US ARMY SPACE & MISSILE DEFENSE COMMAND SMDC-RDC PO BOX 1800 HUNTSVILLE AL 35897-3801		CODE <b>VB113M</b>	7. ADMINISTERED BY (If other than item 6) DCMA, RAYTHEON 80 APPLE HILL DRIVE MSB TC, R2 TEMPLE HURRY MA 01876	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) RAYTHEON COMPANY 380 LOWELL ST. ANDOVER MA 01810-4400			9A. AMENDMENT OF SOLICITATION NO.	
			9B. DATED (SEE ITEM 11)	
			X 10A. MOD. OF CONTRACT/ORDER NO DASG80-08-C-0001	
			X 10B. DATED (SEE ITEM 13) 30-Jan-1988	
CODE <b>06716</b>		FACILITY CODE		
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
<input type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing item 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided such telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.				
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule				
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.				
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.				
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).				
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.243-2, Change-Cost Reimbursement and FAR 52.232-2, "Limitation of Funds"				
D. OTHER (Specify type of modification and authority)				
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.				
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UICF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: [REDACTED] To incrementally fund SubCLIN 0017AA in the amount of \$2,800,000; To increase and fund SubCLIN 0017AA in the amount of \$7,943,648 for the purchase of [REDACTED] and one [REDACTED] representing the FCR ADPPD, the SuR DP and SuR SDP. The \$7,943,648 increase includes the purchase of three (3) additional years of hardware maintenance and one (1) additional year of software maintenance. [REDACTED] shall be drop shipped to AMRDEC at Redstone Arsenal, Alabama, no later than 31 October 2008.				
(b) (6) (b) (6) (b) (3) (A) (i) & Title 10 Sec 130 (a) (b)				
Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as hereto first changed, remains unchanged and in full force and effect.				
15A. NAME AND TITLE OF SIGNER (Type or print)			15B. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
[REDACTED]			[REDACTED]	
15C. DATE SIGNED <b>6-12-08</b>			15D. DATE SIGNED <b>12 Jun 08</b>	
(Signature of person authorized to sign)			(Signature of Contracting Officer)	

EXCEPTION TO SF 30  
APPROVED BY OIRM 11-84

30-105-04

STANDARD FORM 30 (Rev. 10-83)  
Prescribed by GSA  
FAR (48 CFR) 53.243

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SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

1. SECTION A - SOLICITATION/CONTRACT FORM

The total contract value was increased by \$7,943,648.00 from \$1,642,532,739.00 to \$1,650,476,387.00.

2. SECTION B - SUPPLIES OR SERVICES AND PRICES

SUBCLIN 0017AA

The target cost has increased by [REDACTED]

The target profit/fee has increased [REDACTED]

The total cost of this line item has increased by \$7,943,648.00 from \$1,427,412,605.00 to \$1,435,356,253.00.

(b)(4)

This includes a target cost [REDACTED] of cost and [REDACTED] facilities capital cost of money) and a target fee [REDACTED] which [REDACTED] target cost less facilities capital cost of money.

(b)(4)

The following Section B clauses are hereby revised:

B-17. INCENTIVE FEE FOR SUBCLIN 0017AA/CLIN 0018 (SEE H-19):

In accordance with FAR 52.216-7, entitled "Allowable Cost and Payments", and FAR 52.216-10, entitled "Incentive Fee", the total amount for reimbursement of cost and fee for performance under SubCLIN 0017AA/CLIN 0018 are set forth below:

Target Cost [REDACTED]

Target Fee [REDACTED]

(b)(4)

Incentive Arrangement: Maximum Fee: [REDACTED]

Minimum Fee: [REDACTED]

(Share Ratio: Government/Contractor)

Underrun: [REDACTED] the amount by which the total allowable cost is less than the target cost until maximum fee is attained.

(b)(4)

Overrun: [REDACTED] the amount by which the total allowable cost exceeds the target cost until minimum fee is attained.

FAR 52.216-10, INCENTIVE, paragraph (e)(1), is stated as follows:

(e) Fee Payable.

(1) The fee payable under this contract shall be the target fee increased by [REDACTED] for every dollar that the total allowable cost is less than the target cost or decreased by [REDACTED] for every dollar that the total allowable cost exceeds the target cost. In no event shall the fee be greater than [REDACTED] or less than [REDACTED] the target cost.

(b)(4)

B-18. TARGET COST, TARGET FEE, MINIMUM INCENTIVE FEE, MAXIMUM INCENTIVE FEE, AND INCENTIVE ARRANGEMENT FOR SUBCLIN 0017AA/CLIN 0018:

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SUBCLIN 0017AA – (Two SDD JLENS Systems)

- a. Target cost: [REDACTED]
- b. Target fee: [REDACTED]
- c. Minimum incentive fee: [REDACTED]
- d. Maximum incentive fee: [REDACTED]
- e. Total target cost and target fee: [REDACTED]

(b)(4)

3. SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by \$10,543,648.00.

KT: 21 8 2040 5L 5L68 P172419E555L 255Y 4M8J710600 S01021 4M8J710600/84MJLE/4M5 was increased by \$2,600,000.00 from \$380,259,200.00 to \$382,859,200.00

LD: 21 8 2040 5L 5L68 P172419E555L 255Y 4M8J731700 S01021 4M8J731700/84MJLE/4M5 was increased by \$7,943,648.00 from \$0.00 to \$7,943,648.00

The contract ACRN LD has been added.

Target Cost, Target Fee, and Total for the above \$10,543,648 is distributed as follows and includes a target cost of [REDACTED] (facilities capital cost of money) and a target incentive fee of [REDACTED] (target cost less facilities capital cost of money).

(b)(4)

Target Cost	[REDACTED]
Target Fee	[REDACTED]
Total	\$10,543,648

Paragraph G-6, IMPLEMENTATION OF AND EXPLANATION OF THE RELATIONSHIP OF THE LIMITATION OF FUNDS (LOF) CLAUSE TO FEE OBLIGATIONS, subparagraph c., is revised to read as follows:

SUBCLIN 0017AA :

	<u>PRIOR</u>	<u>THIS MODIFICATION</u>	<u>CUMULATIVE TOTAL*</u>
(1) Amount Required for Full Funding, Including Fee:	\$ 1,427,412,605	\$ 7,943,648	\$ 1,435,356,253
(2) Amount Allotted Under the LOF Clause for Payment of Costs:	[REDACTED]	[REDACTED]	[REDACTED]
(3) Amount Separately Obligated for Payment of Fee:	[REDACTED]	[REDACTED]	[REDACTED]
(4) Total Amount Allotted and Obligated:	\$ 665,221,044	\$10,543,648	\$ 675,764,692
(5) Net Amount Required for Full Funding	\$ 762,191,561	(\$2,600,000)	\$ 759,591,561

(b)(4)

\* These figures take into consideration the negotiated total value of SubCLIN 0017AA (This does not include SubCLIN 17AH).

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4. SECTION H – SPECIAL CONTRACT REQUIREMENTS is changed as follows:

Paragraph H-10, INCREMENTAL FUNDING OF THE CONTRACT, subparagraph c., is revised as follows:

c. Pursuant to the LIMITATION OF FUNDS clause, the sum of \$675,764,692 is presently allotted to CLIN 0017AA and available for payment to cover the work to be performed hereunder .

Paragraph H-19, INCENTIVE FEE STRUCTURE AND PAYMENT FOR CLIN 0017, SYSTEM DEVELOPMENT AND DEMONSTRATION (SDD), subparagraphs a. and b., are revised as follows:

a. General.

SubCLIN 0017AA, System Development and Demonstration (SDD), is a cost-plus-incentive-fee (CPIF) Line Item with cost and schedule incentives as described below. Paragraph H-19(b) applies only to the Cost Incentive and Paragraph H-19(c) applies only to the Schedule Incentive. The contract price amount of \$1,435,356,253 includes a target cost of [REDACTED] (which includes [REDACTED] cost and [REDACTED] facilities capital cost of money) and a target incentive fee of [REDACTED] which [REDACTED] of target cost less facilities capital cost of money. (b)(4)

b. Cost Incentive.

(1) The target fee payable under SubCLIN 0017AA is [REDACTED] the target cost less facilities capital cost of money [REDACTED] an amount equal [REDACTED]

(2) The maximum fee payable under SubCLIN 0017AA is [REDACTED] the target cost less facilities capital cost of money [REDACTED] an amount equal [REDACTED] (b)(4)

(3) The minimum fee payable under SubCLIN 0017AA is [REDACTED] the target cost less facilities capital cost of money [REDACTED] an amount equal to [REDACTED]

(4) Fee will be adjusted for actual cost that is less than or more than the target cost stated above using a share ratio [REDACTED] Government / [REDACTED] Contractor for actual costs less than the target cost, and a ratio of [REDACTED] Government / [REDACTED] Contractor for actual costs greater than the target cost range applied according to Paragraph H-19(c)(1). (b)(4)

(5) Nothing stated in this clause shall take precedence over the clause 52.216-10 - Incentive Fee contained in this contract.

(End of Summary of Changes)

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2. AMENDMENT/MODIFICATION NO. <b>PO0158</b>	3. EFFECTIVE DATE <b>19 JUN 08</b>	4. REQUISITION/PURCHASE RBQ. NO.	5. PROJECT NO. (Applicable) 1   2
6. ORDERED BY ARMY SPACE & MISSILE DEFENSE COMMAND JAGC-RDC PO BOX 180 HUNTSVILLE AL 35897-3801	CODE <b>WD113M</b>	7. ADMINISTERED BY (Other than item 6) DCMA RAYTHEON 50 APPLE HILL DRIVE MSB T3F12 TEMPLE HURRY MA 01860	CODE <b>S2205A</b>

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) RAYTHEON COMPANY 281 LOWELL ST. ANDOVER MA 01810-4802	9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED (SEE ITEM 11)
	X 10A. MOD. OF CONTRACT/ORDER NO. DA5380-00-C-0001
	X 10B. DATED (SEE ITEM 13) 30-Jun-2008

CODE **05710** FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of offer  is extended,  is not extended.

Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:  
 (a) By completing items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. By virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided such telegram or letter reaches reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (if required)  
See Schedule

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B). THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

AR 62.202-22, "Limitation of Funds"

D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor  is not,  is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF action headings, including solicitation/contract subject matter where feasible.)  
Modification Control Number: [REDACTED] (b)(6)

To incrementally fund SubCLIN 0017AA in the not-to-exceed amount of \$1,173,850 for effort related to the JLENS Integrated Fire Control Demonstration Program. Upon deactivation of the pending change order related to this effort, funds will be transferred to a new CLIN.

(b)(6)

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

15A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	15B. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
[REDACTED]	[REDACTED]
15C. DATE SIGNED 6-19-08	15D. DATE SIGNED 19 Jun 08
(Signature of person authorized to sign)	(Signature of Contracting Officer)

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SECTION SF 30 BLOCK 14 CONTINUATION PAGE

**SUMMARY OF CHANGES**

SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount and the total contract value for this document was increased by \$1,173,850.00.\*

SUBCLIN 0017AA:

LE: 21 8 2040 5L 5L68 P172419E555L 255Y 4M8J731500 S01021 4M8J731500/84MJLE/4M5 was increased by \$1,173,850.00\* from \$0.00 to \$1,173,850.00

The contract ACRN LE has been added.

\*This not-to-exceed amount is funding for effort related to the JLENS Integrated Fire Control Demonstration Program. Upon definitization of the pending change order related to this effort, funds will be transferred to a new CLIN.

(End of Summary of Changes)

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**Not a Contract Document**

001483

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE V	PAGE OF PAGES 1   2
2. AMENDMENT/MODIFICATION NO. <b>P00159</b>	3. EFFECTIVE DATE <b>01 JUL 08</b>	4. REQUESTION/PURCHASE REQ. NO.		5. PROJECT NO. (if applicable)
6. ISSUED BY US ARMY SPACE & MISSILE DEFENSE COMMAND BMD-C-DC PO BOX 180 HUNTSVILLE AL 35897-0180	CODE <b>WB113M</b>	7. ADMINISTERED BY (If other than Item 6) DOMARAYTHEON 83 APPLE HILL DRIVE 888 T2FR2 TEMPLETON MA 01861		CODE <b>S2205A</b>
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) RAYTHEON COMPANY 830 LOWELL ST. ANDOVER MA 01810-4400			9A. AMENDMENT OF SOLICITATION NO.	
			9B. DATED (SEE ITEM 11)	
			X 10A. MOD. OF CONTRACT/ORDER NO. DAS000-00-C-0001	
			X 10B. DATED (SEE ITEM 13) 30-Jun-1000	
CODE <b>05710</b>	FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
<input type="checkbox"/> The above numbered solicitation is amended or set forth in Item 14. The hour and date specified for receipt of offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 13, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment number. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If you wish to change you desire to change an offer already submitted, such change may be made by telegram or letter, provided such telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.				
12. ACCOUNTING AND APPROPRIATION DATA (if required)				
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.				
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.				
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).				
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 43.103(a)(3), Mutual Agreement of the Parties				
D. OTHER (Specify type of modification and authority)				
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.				
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: [REDACTED] To add DFARS clause 252.204-7001. (b)(6)				
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as herein first changed, remain unchanged and in full force and effect. (b)(6)				
15A. SIGNATURE OF CONTRACTOR (Name as printed)		15A. NAME AND TITLE OF CONTRACTING OFFICER		
[REDACTED]		[REDACTED]		
15B. DATE SIGNED <b>6-30-08</b>		15C. DATE SIGNED		15C. DATE SIGNED <b>1 Jul 08</b>
(Signature of person authorized to sign)		(Signature of Contracting Officer)		

EXCEPTION TO SF 30  
APPROVED BY OIRM 11-84

30-105-04

STANDARD FORM 30 (Rev. 10-83)  
Prescribed by GSA  
FAR (48 CFR) 53.243

001484

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

**SUMMARY OF CHANGES**

SECTION I - CONTRACT CLAUSES

The following have been added by reference:

252.204-7005      Oral Attestation of Security Responsibilities      NOV 2001

(End of Summary of Changes)

001485

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

V 1 9

2. AMENDMENT/MODIFICATION NO. <b>P00160</b>	3. EFFECTIVE DATE <b>09 JUL 08</b>	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
ISSUED BY 3 ARMY SPACE & MISSILE DEFENSE COMMAND 6MDC-ADC PO BOX 1920 HUNTSVILLE AL 35897-3921	CODE <b>WD113M</b>	7. ADMINISTERED BY (If other than item 6) DCMA RAYTHEON 50 APPLE HILL DRIVE MSB T3F2 TEMPERLEY MA 01576	CODE <b>82205A</b>

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) RAYTHEON COMPANY 350 LOWELL ST. ANDOVER MA 01910-0400	9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED (SEE ITEM 11)
	X 10A. MOD. OF CONTRACT/ORDER NO. DASG80-08-C-0001
	X 10B. DATED (SEE ITEM 13) 30-Jan-1998

CODE 05716 FACILITY CODE

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of offer  is extended,  is not extended.

Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:  
 (a) By completing items 8 and 13, and returning \_\_\_\_\_ copies of this amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided such telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)  
See Schedule

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT ORDERS  
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B). THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF FAR 52.232-22, "Limitation of Funds" and Mutual Agreement

D. OTHER (Specify type of modification and authority)

B. IMPORTANT: Contractor  is not,  is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCP section headings, including solicitation/contract subject matter where feasible.)  
 Modification Control Number: [REDACTED]  
 Due to a Standard Procurement System defect, the date shown in the Block 10B may be inaccurate. The date should read 30 January 1998.  
 This modification is to correct and clarify actions on Modifications P00132, P00134, P00141, and P00155. No additional funding has been provided.

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

15A. [REDACTED]	15B. NAME AND STREET ADDRESS OF CONTRACTOR (If different from item 8)
15C. DATE SIGNED <b>7-8-08</b> (Signature of person authorized to sign)	15D. DATE SIGNED <b>9 Jul 08</b> (Signature of Contracting Officer)

001486



The task description for SUBCLIN 0021AC, ACRN KZ, in the amount of \$25,000 now applies to SUBCLIN 002402, ACRN KZ. The contract type for SUBCLIN 002402 is cost-plus-fixed-fee.

Pursuant to the LIMITATION OF FUNDS clause, the sum of \$20,000 is presently allotted to SUBCLIN 002201; the sum of \$65,000 is presently allotted to SUBCLIN 002304; the sum of \$25,000 is presently allotted to SUBCLIN 002402; the sum of \$60,000 is presently allotted to SUBCLIN 002301; the sum of \$25,000 is presently allotted to SUBCLIN 002302; the sum of \$13,508 is presently allotted to SUBCLIN 002401; and the sum of \$12,500 is presently allotted to SUBCLIN 002303. All amounts are available for payment to cover work performed in accordance with each individual SUBCLIN.

5. The total contract value is \$1,651,650,237.

**SUMMARY OF CHANGES**

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

- SUBCLIN 002101 is hereby deleted and replaced with SUBCLIN 002301.
- SUBCLIN 002102 is hereby deleted and replaced with SUBCLIN 002302.
- SUBCLIN 002103 is hereby deleted and replaced with SUBCLIN 002401.
- SUBCLIN 002104 is hereby deleted and replaced with SUBCLIN 002303.
- SUBCLIN 0021AA is hereby deleted and replaced with SUBCLIN 002201.
- SUBCLIN 0021AB is hereby deleted and replaced with SUBCLIN 002304.
- SUBCLIN 0021AC is hereby deleted and replaced with SUBCLIN 002402.

CLIN 0022 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0022	<div style="background-color: black; width: 100px; height: 15px; margin-bottom: 5px;"></div> CPFF				(b)(3)(A)(i)&Title 10 Sec 130 (a)(b)
	Per mutual agreement, the <div style="background-color: black; width: 100px; height: 15px; display: inline-block;"></div> has been deleted. Funding provided in SUBCLIN 002201 is for reimbursement of proposal preparation costs only. FOB: Destination				(b)(3)(A)(i)&Title 10 Sec 130 (a)(b)
				ESTIMATED COST	\$0.00
				FIXED FEE	\$0.00
				TOTAL EST COST + FEE	\$0.00

SUBCLIN 002201 is added as follows:

001488

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
002201	Funding for CLIN 0022, CPFF FOB: Destination		Preparation Costs	(b)(3)(A)(i)&Title 10 Sec 130 (a)(b)	(b)(4)
			ESTIMATED COST		[REDACTED]
			FIXED FEE		[REDACTED]
			TOTAL EST COST + FEE		\$20,000.00
	ACRN KW CIN: 00000000000000000000000000000000				\$20,000.00

CLIN 0023 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0023	[REDACTED] CPFF Contractor shall provide [REDACTED] simulation development, integration, and operational support to the [REDACTED] [REDACTED] A full description of the required task is included in the SOW attached in Section J. FOB: Destination			(b)(3)(A)(i)&Title 10 Sec 130 (a)(b)	(b)(3)(A)(i)&Title 10 Sec 130 (a)(b)
			ESTIMATED COST		\$0.00
			FIXED FEE		\$0.00
			TOTAL EST COST + FEE		\$0.00

SUBCLIN 002301 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
002301	Funding for CLIN 0023 CPFF FOB: Destination			(b)(3)(A)(i)&Title 10 Sec 130 (a)(b)	(b)(4)
			ESTIMATED COST		[REDACTED]
			FIXED FEE		[REDACTED]
			TOTAL EST COST + FEE		\$60,000.00
	ACRN KX CIN: 00000000000000000000000000000000				\$60,000.00

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SUBCLIN 002302 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
002302	Funding for CLIN 0023, CPFF FOB: Destination	[REDACTED]		(b)(3)(A)(i)&Title 10 Sec 130 (a)(b)	(b)(4)
				ESTIMATED COST	[REDACTED]
				FIXED FEE	[REDACTED]
				TOTAL EST COST + FEE	\$25,000.00
	ACRN KY CIN: 000000000000000000000000000000				\$25,000.00

SUBCLIN 002303 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
002303	Funding for CLIN 0023, CPFF FOB: Destination	[REDACTED]		(b)(3)(A)(i)&Title 10 Sec 130 (a)(b)	(b)(4)
				ESTIMATED COST	[REDACTED]
				FIXED FEE	[REDACTED]
				TOTAL EST COST + FEE	\$12,500.00
	ACRN LB CIN: 000000000000000000000000000000				\$12,500.00

SUBCLIN 002304 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
002304	Funding for CLIN 0023, CPFF FOB: Destination	[REDACTED]		(b)(3)(A)(i)&Title 10 Sec 130 (a)(b)	(b)(4)
				ESTIMATED COST	[REDACTED]
				FIXED FEE	[REDACTED]
				TOTAL EST COST + FEE	\$65,000.00
	ACRN KV CIN: 000000000000000000000000000000				\$65,000.00

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CLIN 0024 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0024	Simulation Support Task CPFF				
	Contractor shall provide simulation integration and operational support to exercises, events, and/or analysis efforts. A full description of the required task is included in the SOW attached in Section J.				
	FOB: Destination				
				ESTIMATED COST	\$0.00
				FIXED FEE	\$0.00
				TOTAL EST COST + FEE	\$0.00

SUBCLIN 002401 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
002401	Funding for CLIN 0024, Simulation Support Task CPFF				(b)(4)
	FOB: Destination				
				ESTIMATED COST	[REDACTED] (b)
				FIXED FEE	[REDACTED]
				TOTAL EST COST + FEE	\$13,508.00
	ACRN LA				\$13,508.00
	CIN: 00000000000000000000000000000000				

SUBCLIN 002402 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
002402	Funding for CLIN 0024, Simulation Support Task CPFF				(b)(4)
	FOB: Destination				
				ESTIMATED COST	[REDACTED] (b)
				FIXED FEE	[REDACTED]
				TOTAL EST COST + FEE	\$25,000.00
	ACRN KZ				\$25,000.00
	CIN: 00000000000000000000000000000000				

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SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

CLIN 0017:

KM: 21 7 2040 5L 5L68 P17419E555L 255Y 4M7J730000 S01021 4M7J730000/74MJLE/4M was decreased by \$144,293,000.00 to a new corrected value of \$0.00.

SUBCLIN 0017AA:

KM: 21 7 2040 5L 5L68 P17419E555L 255Y 4M7J730000 S01021 4M7J730000/74MJLE/4M was increased by \$144,293,000.00 to a new corrected value of \$192,793,000.00.

Pursuant to the LIMITATION OF FUNDS clause, the sum of \$192,793,000 is presently allotted to SUBCLIN 0017AA, ACRN KM.

KN: 21 7 2040 5L 5L68 P172419E555L 255Y 4M7J730000 S01021 4MJ730000/74MJLE/4M was increased by \$28,342.00 to a new corrected value of \$0.00.

SUBCLIN 0020AA:

KN: 21 7 2040 5L 5L68 P172419E555L 255Y 4M7J730000 S01021 4MJ730000/74MJLE/4M was decreased by \$28,342.00 to a new corrected value of \$0.00.

SUBCLIN 002101:

KX: 9780400 1202 188 JT01 606051 600008 59233 65126J 667100 FSR: 040933 PSR: E56754 DSR: 278959 F67100 (CIN 00000000000000000000000000000000) was decreased by \$60,000.00 from \$60,000.00 to \$0.00

SUBCLIN 002102:

KY: 9780400 2520 8 BM QMDC 40603904C00 255X MD8Y122BOP2984 820382 S12135 (CIN 00000000000000000000000000000000) was decreased by \$25,000.00 from \$25,000.00 to \$0.00

SUBCLIN 002103:

LA: 21 8 2040 5L 5L68 P172419E555L 255Y 4M8J730400 S01021 (CIN 00000000000000000000000000000000) was decreased by \$13,508.00 from \$13,508.00 to \$0.00

SUBCLIN 002104:

LB: 9780400 1202 188 JT01 606051 600008 59233 65126J 667100 FSR: 040933 PSR: 110286 DSR: 431707 F67100 (CIN 00000000000000000000000000000000) was decreased by \$12,500.00 from \$12,500.00 to \$0.00

SUBCLIN 0021AA:

KW: 21 8 2040 5L 5L68 P172419E555L 255Y 4M8J719900 S01021 (CIN 00000000000000000000000000000000) was decreased by \$20,000.00 from \$20,000.00 to \$0.00

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SUBCLIN 0021AB:

KV: 9780400 1202 188 JT01 606051 600008 59233 65126J 667100 FSR:040933 PSR:110286 DSR:363222 F67100 (CIN 000000000000000000000000000000) was decreased by \$65,000.00 from \$65,000.00 to \$0.00

SUBCLIN 0021AC:

KZ: 21 8 2040 0000 5L 5L68 172419E555L 255Y 4M8J719200 S01021 (CIN 000000000000000000000000000000) was decreased by \$25,000.00 from \$25,000.00 to \$0.00

SUBCLIN 002201:

Funding on SUBCLIN 002201 is initiated as follows:

ACRN: KW

CIN: 000000000000000000000000000000

Acctng Data: 21 8 2040 5L 5L68 P172419E555L 255Y 4M8J719900 S01021

Increase: \$20,000.00

Total: \$20,000.00

SUBCLIN 002301:

Funding on SUBCLIN 002301 is initiated as follows:

ACRN: KX

CIN: 000000000000000000000000000000

Acctng Data: 9780400 1202 188 JT01 606051 600008 59233 65126J 667100 FSR: 040933 PSR: E56754 DSR: 278959 F67100

Increase: \$60,000.00

Total: \$60,000.00

SUBCLIN 002302:

Funding on SUBCLIN 002302 is initiated as follows:

ACRN: KY

CIN: 000000000000000000000000000000

Acctng Data: 9780400 2520 8 BM QMDC 40603904C00 255X MD8Y122B0P2984 820382 S12135

Increase: \$25,000.00

Total: \$25,000.00

SUBCLIN 002303:

Funding on SUBCLIN 002303 is initiated as follows:

ACRN: LB

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CIN: 00000000000000000000000000000000

Acctng Data: 9780400 1202 188 JT01 606051 600008 59233 65126J 667100 FSR: 040933 PSR: 110286 DSR:  
431707 F67100

Increase: \$12,500.00

Total: \$12,500.00

SUBCLIN 002304:

Funding on SUBCLIN 002304 is initiated as follows:

ACRN: KV

CIN: 00000000000000000000000000000000

Acctng Data: 9780400 1202 188 JT01 606051 600008 59233 65126J 667100 FSR:040933 PSR:110286  
DSR:363222 F67100

Increase: \$65,000.00

Total: \$65,000.00

SUBCLIN 002401:

Funding on SUBCLIN 002401 is initiated as follows:

ACRN: LA

CIN: 00000000000000000000000000000000

Acctng Data: 21 8 2040 5L 5L68 P172419E555L 255Y 4M8J730400 S01021

Increase: \$13,508.00

Total: \$13,508.00

SUBCLIN 002402:

Funding on SUBCLIN 002402 is initiated as follows:

ACRN: KZ

CIN: 00000000000000000000000000000000

Acctng Data: 21 8 2040 0000 5L 5L68 172419E555L 255Y 4M8J719200 S01021

Increase: \$25,000.00

Total: \$25,000.00

(End of Summary of Changes)

001494

**Section J – P00160**

**JLENS Simulation Support  
28 January 2008**

Scope of Work

1) [REDACTED] (b)(3)(A)(i)&Title 10 Sec 130 (a)(b)

Proposal preparation only.

2) [REDACTED] The contractor shall provide [REDACTED] simulation development integration and operational support to the [REDACTED] (b)(3)(A) (i)&Title 10 Sec 130 (a)(b)

[REDACTED] This work supports the evaluation of [REDACTED]

[REDACTED] The contractor shall utilize previously provided simulation hardware (workstations) and provide and maintain the simulation software [REDACTED] during the five day exercises, and provide a single [REDACTED] operator. The contractor shall provide additional data logging capability as defined by the [REDACTED]. The contractor shall provide input of scenario specifics and operation of the models and simulations during exercises and tests. (b)(3)(A) (i)&Title 10 Sec 130 (a) (b)

Labor (technical only): [REDACTED] (b)(4) (b)(3)(A) (i)&Title 10 Sec 130 (a)(b)  
Travel: 8 trips – 1 workweek, 1 person each [REDACTED]  
Material: \$19k Software Maintenance, \$15k Hardware Maintenance

Travel Detail:

- Feb 08 associate integration - 1 trip, 1 workweek, 1 person
- Mar 08 exercise - 1 trip, 1 workweek, 1 person
- May 08 associate integration - 1 trip, 1 workweek, 1 person
- Jun 08 exercise - 1 trip, 1 workweek, 1 person
- Aug 08 associate integration - 1 trip, 1 workweek, 1 person
- Sept 08 exercise - 1 trip, 1 workweek, 1 person
- \* Nov 08 associate integration - 1 trip, 1 workweek, 1 person
- \* Dec 08 exercise - 1 trip, 1 workweek, 1 person
- \* Subject to cancellation

3) Simulation Support Task  
The contractor shall provide simulation integration and operational support to exercises, events, and/or analysis efforts. The contractor shall procure, install and integrate JLENS simulation software and hardware (workstations) as required to simulate JLENS performance. The contractor shall assess the need for and provide

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Simulation Support Task (continued)

software modifications as necessary to support the effort. For each effort, the contractor shall provide operator/technical support for integration and events as required. The contractor operators shall be capable of providing diagnostic technical support and operator training for the duration of each exercise. For each effort, the contractor shall deliver a trip report in contractor format, and, unless security limitations prevent data from being provided, the contractor shall also deliver test data recordings in contractor format.

Labor: [REDACTED]

(b))4)

Travel: 5 trips – 1 workweek, 1 person each

Material: \$15k for each hardware/software installation

001496

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

V 1 4

2. AMENDMENT/MODIFICATION NO. <b>PO0161</b>		3. EFFECTIVE DATE <b>15 JUL 08</b>	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
ISSUED BY ARMY SPACE & MOBILE DEFENSE COMMAND ASDC-RDC PO BOX 1880 HUNTSVILLE AL 35897-2801	CODE <b>W0113M</b>	7. ADMINISTERED BY (If other than item 4) DCMA RAYTHEON 50 APPLE HILL DRIVE MSB T2FR2 TEMPERBURY MA 01875		CODE <b>S2206A</b>

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) RAYTHEON COMPANY 380 LOWELL ST. ANDOVER MA 01910-4400	9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED (SEE ITEM 11)
	X 10A. MOD. OF CONTRACT/ORDER NO. <b>DA3080-98-C-0001</b>
	X 10B. DATED (SEE ITEM 13) <b>30-Jan-1998</b>

CODE **05718** FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of offer  is extended,  is not extended.

Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:  
 (a) By completing Item 8 and 15, and returning \_\_\_\_\_ copies of this amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment number. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. Ify vices of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided such telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (if required)  
See Schedule

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT ORDERS  
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).  
THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:  
**FAR 82.232-22, "Limitation of Funds" and Mutual Agreement**

D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor  is not,  is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
Modification Control Number: [REDACTED] (b)(6)  
To incrementally fund SubCLIN 0017AA in the amount of \$1,800,000 and to incorporate a revision, at no additional cost to the government, to Contract Data Requirements List (CDRL) B033, Software Design Description.

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

[REDACTED SIGNATURE AREA]

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SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by \$1,600,000.00.

SUBCLIN 0017AA:

KT: 21 8 2040 5L 5L68 P172419E555L 255Y 4M8J710600 S01021 4M8J710600/84MJLE/4M5 was increased by \$1,600,000.00 from \$382,859,200.00 to \$384,459,200.00

Target Cost, Target Fee, and Total for the above \$1,600,000 is distributed as follows:

Target Cost	[REDACTED]	of cost and [REDACTED] of facilities capital cost of money)	(b)(4)
Target Fee	[REDACTED]		
Total	\$1,600,000		

Paragraph G-6, IMPLEMENTATION OF AND EXPLANATION OF THE RELATIONSHIP OF THE LIMITATION OF FUNDS (LOF) CLAUSE TO FEE OBLIGATIONS, subparagraph c., is revised to read as follows:

SUBCLIN 0017AA :

	<u>PRIOR</u>	<u>THIS MODIFICATION</u>	<u>CUMULATIVE TOTAL*</u>
(1) Amount Required for Full Funding, Including Fee:	\$ 1,436,530,103	\$ 0	\$ 1,436,530,103
(2) Amount Allotted Under the LOF Clause for Payment of Costs:	[REDACTED]		
(3) Amount Separately Obligated for Payment of Fee:	[REDACTED]		
(4) Total Amount Allotted and Obligated:	\$ 676,966,884	\$ 1,600,000	\$ 678,566,884
(5) Net Amount Required for Full Funding	\$ 759,563,219	(\$1,600,000)	\$ 757,963,219

\* These figures take into consideration the negotiated total value of SubCLIN 0017AA (This does not include SubCLIN 17AH).

SECTION J - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

The following have been modified:

<u>TITLE</u>	<u>DATE</u>	<u># OF PAGES</u>
Contract Security Classification Specification (DD Form 254) REVISION 10 (P00149) DD 254 Mailed via US Postal Service. NOTE: Last Revision see P00106 Rev. 8 (Rev. 9 deleted)	26 Dec 2007	11
<u>CLIN 0017:</u> JLENS System Development and Demonstration	30 Nov 06 -	37

001498

(SDD) Program Statement of Work (Revised by  
Incorporating CSDR Plans dated 20 Febr 2007 in  
Appendix C per Modification P00136)

Revised 20 Feb 07



(b)(3)(A)  
(i)&Title 10  
Sec 130 (a)(b)

Contract Data Requirements List (DD Form 1423)  
Exhibit A with Distribution List & Data Item  
Nos. B001 through B062  
(Replace Data Item Nos. B026 and B027, only  
Per Modification P00136)  
(Replace Data Item Nos. B048 and B049, only  
Per Modification P00143 & to add statement in  
Section A of Modification P00143)  
**(Replace Data Item No. B033 only, per  
Modification P00161)**

01 Dec 06                    63  
  
Revised 05 Apr 07  
  
Revised 24 Oct 07  
  
Revised 11 Jul 08            1

\*Added statement below to address weekends/Holidays:  
(In Mod P00143)

24 October 07

\*Per a mutual agreement between Raytheon and JLENS Product Office all Contract Data Requirements List (CDRL's) (DD Form 1423) are due on the next business day after the required due date if the due date falls on Saturday, Sunday or a Government Holiday. In addition, for any CDRL with a requirement to resubmit within 10 days or less after receipt of comments, where Raytheon receives the comments on a Friday, the timeframe for resubmittal will begin on the next business day. Statement added in Mod P00143 on 24 Oct. 2007.

GFE/GFP/GFS List for SDD  
Replaced with Rev. B List  
\*\*Add items below  
For record-keeping purposes  
(Per Mod P00143)

28 Nov 06                    2  
15 Oct 07                    6  
Revised 22 Oct 07

\*\*Per



the equipment listed below for utilization on JLENS Fire Control Radar Prime Contract DASG60-98-C-0001 for the period from 19 April 2007 through 30 September 2011.

(b)(3)(A)  
(i)&Title 10  
Sec 130 (a)(b)



001499

(b)(3)(A)  
(i)&Title 10 Sec  
130 (a)(b)

Hereby added in Mod P00148 for tracking purposes:

Originated in Basic Contract:

Government Furnished Equipment - Spiral 1

20 Jun 03 1 List

(Spiral 1 Equipment Transferred to Government

25 Mar 07\* 34 pages

Contract DASG60-00-C-0091, DD Form 1149 (attached)

(Revised 21 Nov 07)\* 34 pages

Ship to address:

Technovative Applications, Inc.

3160 Enterprise St, Suite A

Prea, CA 82821

(b)(6)

\*NOTE: Items 1-1060 transferred to Contract DASG60-00-C-0091 per revised GFE list dated 21 Nov 07. Items 1061 - 1116 GFE items retained on Contract DASG60-98-C-0001 for Spiral 2 per GFE list dated 25 Mar 07.

CLIN 0021

JLENS Simulation Support  
SOW dated 28 January 2008

28 January 2008

2 pages

For JDEP, Nimble Fire and  
Simulation Support Tasks

(Added per Mod P00153)

(End of Summary of Changes)

001500

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT CODE	PAGE OF PAGES
			V	1   4
2. AMENDMENT/MODIFICATION NO. <b>PO0162</b>	5. EFFECTIVE DATE <b>31 Jul 08</b>	4. REQUISITION/PURCHASE REQ. NO.	6. PROJECT NO. (if applicable)	
ISSUED BY [REDACTED]	CODE <b>WD112M</b>	7. ADMINISTERED BY (if other than issuer) DONNA RYTHEM 84 APPLE HILL DRIVE MBS 12P42 TEMPERLEY MA, 01864	CODE <b>S2205A</b>	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) RYTHEM COMPANY 880 LONNELL ST. ANDOVER MA 01915-4423		9A. AMENDMENT OF SOLICITATION NO.		
		9B. DATED (SEE ITEM 11)		
		X 10A. MOD. OF CONTRACT/ORDER NO. <b>PO0162-0-0001</b>		
		X 10B. DATED (SEE ITEM 13) <b>30-Jan-1998</b>		
CODE: 05718		FACILITY CODE		
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is amended, <input type="checkbox"/> is not amended.				
<p>Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:</p> <p>(a) By completing Item 8 and 15, and returning _____ copies of this amendment; (b) By acknowledging receipt of this amendment on each copy of this offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment number. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. Any verbal or this amendment you desire to change on offer already submitted, such change may be made by telegram or letter, provided such telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.</p>				
12. ACCOUNTING AND APPROPRIATION DATA (if required) See Sub-data				
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT/ORDERS IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.				
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.				
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).				
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.232-22, "Limitation of Funds" and Change Clause				
D. OTHER (Specify type of modification and authority)				
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.				
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: [REDACTED] (b)(6) (b)(3) To deauthorize Change Order Modification P00163 and to fund CLIN 0023 in the amount of \$10,000 for [REDACTED]				
B3(A)(i) & Title 10 Sec 130 (a)(b)				
(b)(6)				
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 9B, as hereinafter changed, remain unchanged and in full force and effect.				
15A. NAME AND TITLE OF CONTRACTING OFFICER (If one or more)				
[REDACTED]				
16C. DATE SIGNED <b>31 Jul 08</b> (b)				

EXCEPTION TO SF 30  
APPROVED BY OIRM 11-84

30-105-04

STANDARD FORM 30 (Rev. 10-83)  
Prescribed by GSA  
FAR (48 CFR) 53.243

001501

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION A - SOLICITATION/CONTRACT FORM

The total cost of this contract was increased by \$248,083.00 from \$1,651,650,237.00 to \$1,651,898,320.00.

SECTION B - SUPPLIES OR SERVICES AND PRICES

CLIN 0022 (JDEP) is hereby deleted.\*

The estimated/max cost (including COM) has changed from UNDEFINED to \$0.00.

The total cost of this line item has changed from UNDEFINED to \$0.00.

\* Funds previously obligated under SubCLIN 002201 for proposal preparation costs are hereby transferred to SubCLIN 002403.

CLIN 0023

The estimated/max cost (including COM) has increased by [REDACTED]

The fixed fee [REDACTED] has been added.

The total cost of this line item has increased [REDACTED]

(b)(4)

CLIN 0024

The estimated/max cost (including COM) has increased by [REDACTED]

The fixed fee [REDACTED] has been added.

The total cost of this line item has increased by [REDACTED]

(b)(4)

SUBCLIN 002305 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
002305	Funding for CLIN 0023, CPFF FOB: Destination	[REDACTED]			(b)(3)(A) (i)&Title 10 Sec 130 (a)(b)
	ACRN LF CIN: 00000000000000000000000000000000				\$10,000.00

SUBCLIN 002403 is added as follows:

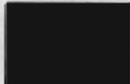
001502

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
002403	Funding for Proposal Preparation Costs CPFF FOB: Destination				
	ACRN KW CIN: 00000000000000000000000000000000				\$20,000.00

The following have been added by full text:

LEVEL OF EFFORT (Applicable to CLINs 0023 and 0024):

a. In the performance of CLINs 0023 and 0024 of this contract, the contractor shall provide direct productive person hours (DPPH) level of effort by labor category, as set forth below, within the time period as set forth in Section F hereof:

<u>LABOR CATEGORY</u>	<u>DIRECT PRODUCTIVE PERSON HOURS LEVEL OF EFFORT</u>
Engineering and Support (CLIN 0023)	
Engineering and Support (CLIN 0024)	

B4

b. DPPH are defined as prime contractor, consultant, and subcontractor actual direct labor hours exclusive of vacation, holiday, sick leave, and other absences.

c. In accordance with FAR 16.306(d)(2), entitlement to the total fixed fee is subject to the certification by the contractor to the Administrative Contracting Officer that he has exerted the DPPH level of effort by labor category as specified in B-3.a. above in performing the work called for, has provided the reports called for, and the effort performed and reports provided are considered satisfactory by the Government.

**SECTION F - DELIVERIES OR PERFORMANCE**

The following have been added by full text:

The period of performance for CLINs 0023 and 0024 is through 31 December 2008.

**SECTION G - CONTRACT ADMINISTRATION DATA**

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by \$10,000.00 from \$889,520,365.52 to \$889,530,365.52.

001503

SUBCLIN 002201:

KW: 21 8 2040 5L 5L68 P172419E555L 255Y 4M8J719900 S01021 (CIN  
00000000000000000000000000000000) was decreased by \$20,000.00 from \$20,000.00 to \$0.00

SUBCLIN 002305:

Funding on SUBCLIN 002305 is initiated as follows:

ACRN: LF

CIN: 00000000000000000000000000000000

Acctng Data: 9780400 1202 188 JT01 606051 600008 59233 65126J 667100 FSR: 040933 PSR: 979855  
DSR: 028189 F67100

Increase: \$10,000.00

Total: \$10,000.00

SUBCLIN 002403:

Funding on SUBCLIN 002403 is initiated as follows:

ACRN: KW

CIN: 00000000000000000000000000000000

Acctng Data: 21 8 2040 5L 5L68 P172419E555L 255Y 4M8J719900 S01021

Increase: \$20,000.00

Total: \$20,000.00

SECTION H - SPECIAL CONTRACT REQUIREMENTS

The following have been added by full text:

EXERCISE OF OPTION (Applicable to CLINs 0023 and 0024):

CLINs 0023 and 0024 of this contract may be incrementally exercised, at the unilateral option of the Government, at any time during the period of performance through 31 December 2008, up to the DPPH amount set forth in Section B of the contract.

(End of Summary of Changes)

001504

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES	
			V	1	2
AMENDMENT/MODIFICATION NO. 0163	3. EFFECTIVE DATE 14-Aug-2008	4 REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO (If applicable)		
6 ISSUED BY CODE WB113M US ARMY SPACE & MISSILE DEFENSE COMMAND HUNTSVILLE AL 35894 (b)(6)	7. ADMINISTERED BY (If other than item 6) DCMA RAYTHEON 90 APPLE HILL DRIVE M/S T2FR2 TEMPLETON MA 01676		CODE S2205A		
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) RAYTHEON COMPANY 300 LOWELL ST. ANDOVER MA 01810-4400			9A. AMENDMENT OF SOLICITATION NO.		
			9B. DATED (SEE ITEM 11)		
			X 10A. MOD. OF CONTRACT/ORDER NO. DASG01-99-C-0001		
			X 10B. DATED (SEE ITEM 13) 30-Jan-1999		
CODE 05716	FACILITY CODE				
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended.					
<p>Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:</p> <p>(a) By completing items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.</p>					
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).					
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:					
X D. OTHER (Specify type of modification and authority) UNILATERAL: FAR 52.232-22, "Limitation of Funds"					
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: [REDACTED] To incrementally fund CLIN 0024 in the amount of \$82,000. (b)(6)					
Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.					
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) (b)(6)		
15B. CONTRACTOR/OFFEROR			15C. DATE SIGNED (b)(6)		
(Signature of person authorized to sign)			-2008 (b)(6)		

EXCEPTION TO SF 30

30-105-04

STANDARD FORM 30 (Rev. 10-8

001505

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION B - SUPPLIES OR SERVICES AND PRICES

SUBCLIN 002404 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
002404	Funding for Simulation Support Task CPFF FOB: Destination				
	ACRN LG CIN: 00000000000000000000000000000000				\$62,000.00

SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by \$62,000.00 from \$889,530,365.52 to \$889,592,365.52.

SUBCLIN 002404:

Funding on SUBCLIN 002404 is initiated as follows:

ACRN: LG

CIN: 00000000000000000000000000000000

Acctng Data: 9870400 1202 188.JT01 606051 600001 59290 65126J 667100 FSR: 040933 PSR: E56737  
DSR: 594522 F67100

Increase: \$62,000.00

Total: \$62,000.00

(End of Summary of Changes)

001506

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT CODE	PAGE OF PAGES
		V	1   8
2. AMENDMENT/MODIFICATION NO. <b>POOL 14</b>	3. EFFECTIVE DATE <b>20 AUG 08</b>	4. REQUESTOR/PURCHASE REQ. NO.	5. PROJECT NO. (if applicable)
6. ISSUED BY [Redacted] (b)(6)	CODE [Redacted]	7. ADMINISTERED BY (Enter then hand) [Redacted]	CODE 8220A
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) RAYMOND COMPANY BIRMINGHAM ANDOVER MASS 01920-4888		9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE: 857H		X 9A. MOD. OF CONTRACT ORDER NO. [Redacted]	X 10B. DATED (SEE ITEM 13) 30-JUN-1988
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS			
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified through receipt of offer. <input type="checkbox"/> is amended. <input type="checkbox"/> is not amended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one office following methods: (a) By completing Item 6 and 11, and returning copies of this amendment, (b) By acknowledging receipt of this amendment on each copy of the offer submitted, or (c) By separate letter or teletype which notifies the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS FROM TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. Any change of this amendment you desire to change in offer clearly indicated, such change may be made by telephone letter provided such telephone letter makes reference to the original offer and date of amendment, and is sent out prior to the opening hour and date specified.			
12. ACCOUNTING AND APPROPRIATION DATA (if required) See other data			
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT BORDERS (IT MODIFIES THE CONTRACT ORDER NO. AS DESCRIBED IN ITEM 14.)			
A. THIS CHANGE ORDER IS HELD PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN IT 84 10A.			
B. THE ABOVE NUMBERED CONTRACT ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in pricing office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 41.102(b).			
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: (For 81.823-03, "Lithium of Funds" and Mutual Agreement)			
D. OTHER (Specify type of modification and authority)			
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return 1 copies to the issuing office			
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: [Redacted] To issue an administrative modification to provide for exclusive warranty, through Modification PO408, of contract funding by ACPN and contract funding by CLN by ACPR.			
[Redacted]			
EXCEPTION TO 57.30 APPROVED BY OIRM 11-84		30-105-04	Form filed by OIA FAR (48 CFR) 51.243

001507

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

**SUMMARY OF CHANGES**

The following is a summary of funding by ACRN through Modification P00163:

<u>ACRN</u>	<u>FUNDING</u>
AA	440,100.00
AB	2,298,235.00
AC	17,832,987.00
AD	0.00
AE	7,500,000.00
AF	3,300,000.00
AG	17,192,400.00
AH	700,000.00
AJ	200,000.00
AK	85,000.00
AL	45,000.00
AM	17,045,000.00
AN	5,800.00
AP	20,779,000.00
AQ	105,000.00
AR	35,000.00
AS	0.00
AT	6,984,678.52
AU	7,970,000.00
AV	0.00
AW	100,000.00
AX	3,396,000.00
AY	550,000.00
AZ	19,412,000.00
BA	24,527,878.00
BB	146,000.00
BC	72,000.00
BD	85,000.00
BE	100,000.00
BF	100,000.00
BG	1,975,321.00
BH	38,018,908.00
BJ	8,023,110.00
BK	260,000.00
BL	0.00
BM	125,000.00
BN	103,000.00
BP	10,352,348.00
BU	350,000.00
BV	9,000.00
BW	84,896,852.00
BX	1,146,000.00

001508

BY	3,880,000.00
BZ	190,000.00
KL	118,250.00
KM	192,793,000.00
KN	0.00
KQ	92,811.00
KR	0.00
KS	0.00
KT	384,632,998.00
KU	2,008,183.00
KV	65,000.00
KW	20,000.00
KX	60,000.00
KY	25,000.00
KZ	25,000.00
LA	13,508.00
LB	12,500.00
LC	200,000.00
LD	7,943,648.00
LE	1,173,850.00
LF	10,000.00
LG	62,000.00

The following is a summary of funding by CLIN by ACRN through Modification P00163:

<u>CLIN</u>	<u>ACRN</u>	<u>FUNDING AMT</u>	<u>CLIN TOTAL</u>
CLIN 0001	AA	440,100.00	
CLIN 0001	AD	0.00	
			<u>440,100.00</u>
CLIN 0003	AB	2,298,235.00	
CLIN 0003	AC	17,832,987.00	
CLIN 0003	AD	0.00	
CLIN 0003	AE	7,500,000.00	
CLIN 0003	AF	3,300,000.00	
CLIN 0003	AG	17,192,400.00	
CLIN 0003	AH	700,000.00	
CLIN 0003	AM	17,045,000.00	
CLIN 0003	AN	5,800.00	
CLIN 0003	AP	20,779,000.00	
CLIN 0003	AS	0.00	
CLIN 0003	AT	6,984,678.52	
CLIN 0003	AW	100,000.00	
CLIN 0003	AY	550,000.00	
			<u>94,288,100.52</u>
CLIN 0005	BA	24,527,878.00	
CLIN 0005	BB	146,000.00	

001509

CLIN 0005	BC	72,000.00
CLIN 0005	BD	85,000.00
CLIN 0005	BE	100,000.00
CLIN 0005	BF	100,000.00
CLIN 0005	BG	1,975,321.00
CLIN 0005	BH	38,018,908.00
CLIN 0005	BL	0.00
CLIN 0005	BZ	0.00
		<u>65,025,107.00</u>
CLIN 0007AA	BP	10,352,348.00
		<u>10,352,348.00</u>
CLIN 0009AA	AQ	45,106.00
CLIN 0009AA	AV	0.00
CLIN 0009AA	BK	256,545.00
CLIN 0009AA	BM	125,000.00
CLIN 0009AA	BN	21,315.00
		<u>447,966.00</u>
CLIN 0009AB	AJ	200,000.00
CLIN 0009AB	AK	85,000.00
CLIN 0009AB	AL	45,000.00
CLIN 0009AB	AQ	59,894.00
CLIN 0009AB	AR	35,000.00
CLIN 0009AB	BK	3,455.00
CLIN 0009AB	BN	81,685.00
CLIN 0009AB	BU	350,000.00
CLIN 0009AB	BV	9,000.00
		<u>869,034.00</u>
CLIN 0013	AU	7,970,000.00
CLIN 0013	AX	3,396,000.00
CLIN 0013	AY	0.00
CLIN 0013	AZ	19,412,000.00
CLIN 0013	BJ	8,023,110.00
		<u>38,801,110.00</u>
CLIN 0017	BW	0.00
CLIN 0017	KM	0.00
		<u>0.00</u>
CLIN 0017AA	BY	3,880,000.00
CLIN 0017AA	BX	1,146,000.00
CLIN 0017AA	BW	84,896,852.00
CLIN 0017AA	BZ	0.00
CLIN 0017AA	KM	192,793,000.00

001510

CLIN 0017AA	KN	0.00
CLIN 0017AA	KQ	66,151.00
CLIN 0017AA	KS	0.00
CLIN 0017AA	KT	384,459,200.00
CLIN 0017AA	KU	2,008,183.00
CLIN 0017AA	KY	0.00
CLIN 0017AA	LC	200,000.00
CLIN 0017AA	LD	7,943,648.00
CLIN 0017AA	LE	1,173,850.00
		<u>678,566,884.00</u>
CLIN 0017AB	KL	118,250.00
		<u>118,250.00</u>
CLIN 0017AC	BZ	190,000.00
		<u>190,000.00</u>
CLIN 0017AD	KN	0.00
CLIN 0017AD	KS	0.00
		<u>0.00</u>
CLIN 0017AH	KT	173,798.00
		<u>173,798.00</u>
CLIN 0020AA	KN	0.00
CLIN 0020AA	KQ	26,660.00
		<u>26,660.00</u>
CLIN 0021AA	KW	0.00
		<u>0.00</u>
CLIN 0021AB	KV	0.00
CLIN 0021AB	LB	0.00
CLIN 0021AB	KX	0.00
CLIN 0021AB	KY	0.00
		<u>0.00</u>
CLIN 0021AC	KZ	0.00
CLIN 0021AC	LA	0.00
		<u>0.00</u>
CLIN 0022	KW	0.00
		<u>0.00</u>
CLIN 0023	KX	60,000.00
CLIN 0023	KY	25,000.00
CLIN 0023	KV	65,000.00

001511

CLIN 0023	LB	12,500.00	
CLIN 0023	LF	10,000.00	
			<u>172,500.00</u>
CLIN 0024	LA	13,508.00	
CLIN 0024	LG	62,000.00	
CLIN 0024	KZ	25,000.00	
CLIN 0024	KW	20,000.00	
			<u>120,508.00</u>

The contract total funded amount through Modification P00163 is \$889,592,365.52.

(End of Summary of Changes)

001512

2. AMENDMENT/MODIFICATION NO. <b>00165</b>		3. EFFECTIVE DATE <b>21 AUG-08</b>		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If applicable)	
SUBJ BY		CODE <b>W8113M</b>		7. ADMINISTERED BY (If other than item 6) DOMINION/RYTHEON BRAFFLE HILL OFFICE MSB 12FPC TEMPERLEY MA 01870		CODE <b>S2205A</b>	
OFFICE & MISSILE DEFENSE COMMAND HUNTSVILLE AL 388 <b>(b)(6)</b>							
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) RAYTHEON COMPANY 358 LOWELL ST. ANDOVER MA 01810-4400						9A. AMENDMENT OF SOLICITATION NO.	
						9B. DATED (SEE ITEM 11)	
						X 10A. MOD. OF CONTRACT/ORDER NO. DASG00-08-C-0001	
						X 10B. DATED (SEE ITEM 13) 30-Jan-1998	
CODE <b>05716</b>		FACILITY CODE		11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS			
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended. <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Item 8 and 15, and returning _____ copies of this amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. By virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided such telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.							
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF PAR 43.103(B).							
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.232-22, "Limitation of Funds" and Changes Clause							
D. OTHER (Specify type of modification and authority)							
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: <b>(b)(6)</b> To incorporate CLIN 0025 to support effort for the JLENS Integrated Fire Control Demonstration Program in accordance with attached Statement of Work, dated 14 January 2008. Funds previously obligated to SubCLIN 0017AA for this effort are hereby transferred to SubCLIN 002501.							
Except as provided herein, all terms and conditions of the documents referenced in Item 9A or 10A, as hereof then changed, remain unchanged and in full force and effect.							
15A. <b>(b)(6)</b>				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) <b>(b)(6)</b>			
15B. DATE SIGNED <b>8-21-08</b>				16B. DATE SIGNED <b>21 Aug 08</b>			

EXCEPTION TO SF 30  
REVISED BY OIRM 11-84

30-105-04

STANDARD FORM 30 (Rev. 10-83)  
Prescribed by GSA  
FAR (48 CFR) 53.243

001513

**SUMMARY OF CHANGES**

**SECTION A - SOLICITATION/CONTRACT FORM**

The total cost of this contract was increased by \$5,544,529.00 from \$1,651,898,320.00 to \$1,657,442,849.00.

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

CLIN 0025 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0025	Integrated Fire Control Demonstration CPIF The contractor shall plan, staff, analyze, and implement the JLENS participation in the Integrated Fire Control (IFC) demonstration. A full description of the required task is included in the SOW attached in Section J. FOB: Destination				(b)(4)
				TARGET COST	[REDACTED] (b)(4)
				TARGET FEE	[REDACTED] (b)(4)
				TOTAL TGT COST + FEE	<u>\$6,718,379.00*</u>

\*This includes a target cost of [REDACTED] cost and [REDACTED] facilities capital cost of money) and a target fee of [REDACTED] which is [REDACTED] target cost less facilities capital cost of money. (b)(4)

SUBCLIN 002501 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
002501	Funding for CLIN 0025 CPIF FOB: Destination				(b)(4)
				TARGET COST	[REDACTED] (b)(4)
				TARGET FEE	[REDACTED] (b)(4)
				TOTAL TGT COST + FEE	<u>\$1,173,850.00</u>
	ACRN LE CIN: 00000000000000000000000000000000				\$1,173,850.00*

001514

\*This includes a target cost of [REDACTED] of cost and [REDACTED] of facilities capital cost of money) and a target fee of [REDACTED] which is [REDACTED] of target cost less facilities capital cost of money.

(b)(4)

The following Section B clauses are hereby added:

INCENTIVE FEE FOR SUBCLIN 0025:

In accordance with FAR 52.216-7, entitled "Allowable Cost and Payments", and FAR 52.216-10, entitled "Incentive Fee", the total amount for reimbursement of cost and fee for performance under SubCLIN 0017AA/CLIN 0018 are set forth below:

Target Cost  
Target Fee

[REDACTED]

(b)(4)

Incentive Arrangement: Maximum Fee:  
Minimum Fee:

[REDACTED]

(Share Ratio: Government/Contractor)

Underrun [REDACTED] for the amount by which the total allowable cost is less than the target cost until maximum fee is attained.

(b)(4)

Overrun [REDACTED] for the amount by which the total allowable cost exceeds the target cost until minimum fee is attained.

FAR 52.216-10, INCENTIVE, paragraph (e)(1), is stated as follows:

(e) Fee Payable.

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

(b)(4)

TARGET COST, TARGET FEE, MINIMUM INCENTIVE FEE, MAXIMUM INCENTIVE FEE, AND INCENTIVE ARRANGEMENT FOR SUBCLIN 0025:

SUBCLIN 0025 - (JLENS Integrated Fire Control Demonstration Program)

- a. Target cost:
- b. Target fee:
- c. Minimum incentive fee:
- d. Maximum incentive fee:
- e. Total target cost and target fee:

[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

\$6,718,379

(b)(4)

SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

001515

SUBCLIN 0017AA:

LE: 21 8 2040 5L 5L68 P172419E555L 255Y 4M8J731500 S01021 4M8J731500/84MJLE/4M5 was decreased by \$1,173,850.00 from \$1,173,850.00 to \$0.00

SUBCLIN 002501:

Funding on SUBCLIN 002501 is initiated as follows:

ACRN: LE

CIN: 00000000000000000000000000000000

Acctng Data: 21 8 2040 5L 5L68 P172419E555L 255Y 4M8J731500 S01021 4M8J731500/84MJLE/4M5

Increase: \$1,173,850.00

Total: \$1,173,850.00

Target Cost, Target Fee, and Total for the above \$1,173,850 is distributed as follows and includes a target cost of [redacted] cost and [redacted] of facilities capital cost of money) and a target incentive fee of [redacted] which is [redacted] target cost less facilities capital cost of money.

(b)(4)

Target Cost	[redacted]
Target Fee	[redacted]
Total	\$1,173,850

IMPLEMENTATION OF AND EXPLANATION OF THE RELATIONSHIP OF THE LIMITATION OF FUNDS (LOF) CLAUSE TO FEE OBLIGATIONS, is revised to add the following:

SUBCLIN 0025 :

	<u>PRIOR</u>	<u>THIS MODIFICATION</u>	<u>CUMULATIVE TOTAL*</u>
(1) Amount Required for Full Funding, Including Fee:	\$ 0	\$6,718,379	\$6,718,379
(2) Amount Allotted Under the LOF Clause for Payment of Costs:	[redacted]	[redacted]	[redacted]
(3) Amount Separately Obligated for Payment of Fee:	[redacted]	[redacted]	[redacted]
(4) Total Amount Allotted and Obligated:	\$ 0	\$1,173,850	\$1,173,850
(5) Net Amount Required for Full Funding	\$ 0	\$5,544,529	\$5,544,529

(b)(4)

SECTION H – SPECIAL CONTRACT REQUIREMENTS is revised as follows:

INCREMENTAL FUNDING OF THE CONTRACT, is revised to add the following:

Pursuant to the LIMITATION OF FUNDS clause, the sum of \$1,173,850 is presently allotted to CLIN 0025 and available for payment to cover the work to be performed hereunder .

INCENTIVE FEE STRUCTURE AND PAYMENT FOR CLIN 0025, JLENS INTEGRATED FIRE CONTROL DEMONSTRATION PROGRAM, is added as follows:

a. General.

001516

SubCLIN 0025, JLENS Integrated Fire Control Demonstration Program, is a cost-plus-incentive-fee (CPIF) line item with cost incentives as described below. The contract price amount of \$6,718,379 includes a target cost of [REDACTED] which includes [REDACTED] of cost and [REDACTED] of facilities capital cost of money) and a target incentive fee of [REDACTED] which is [REDACTED] of target cost less facilities capital cost of money.

(b)(4)

b. Cost Incentive.

(1) The target fee payable under SubCLIN 0025 is [REDACTED] of the target cost less facilities capital cost of money [REDACTED] an amount equal to [REDACTED]

(2) The maximum fee payable under SubCLIN 0025 is [REDACTED] of the target cost less facilities capital cost of money [REDACTED] an amount equal to [REDACTED]

(b)(4)

(3) The minimum fee payable under SubCLIN 0025 is [REDACTED] of the target cost less facilities capital cost of money [REDACTED] an amount equal to [REDACTED]

(4) Fee will be adjusted for actual cost that is less than or more than the target cost stated above using a share ratio of [REDACTED] Government / [REDACTED] Contractor for actual costs less than the target cost, and a ratio of [REDACTED] Government / [REDACTED] Contractor for actual costs greater than the target cost.

(b)(4)

(5) Nothing stated in this clause shall take precedence over the clause 52.216-10, Incentive Fee, contained in this contract.

SECTION J - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

The following have been modified (changes are shown in bold):

<u>TITLE</u>	<u>DATE</u>	<u># OF PAGES</u>
Contract Security Classification Specification (DD Form 254) REVISION 10 (P00149) DD 254 Mailed via US Postal Service. NOTE: Last Revision see P00106 Rev. 8 (Rev. 9 deleted)	26 Dec 2007	11
<u>CLIN 0017:</u> JLENS System Development and Demonstration (SDD) Program Statement of Work (Revised by Incorporating CSDR Plans dated 20 Febr 2007 in Appendix C per Modification P00136)	30 Nov 06 - Revised 20 Feb 07	37
DTRA Study on UAS Based CBRN Assessment of Post Intercept Events	March 08	I
Contract Data Requirements List (DD Form 1423) Exhibit A with Distribution List & Data Item Nos. B001 through B062 (Replace Data Item Nos. B026 and B027, only Per Modification P00136) (Replace Data Item Nos. B048 and B049, only Per Modification P00143 & to add statement in Section A of Modification P00143) (Replace Data Item No. B033 only, per Modification P00161)	01 Dec 06  Revised 05 Apr 07 Revised 24 Oct 07 Revised 11 Jul 08 1	63

001517

\*Added statement below to address weekends/Holidays:  
(In Mod P00143)

24 October 07

\*Per a mutual agreement between Raytheon and JLENS Product Office all Contract Data Requirements List (CDRL's) (DD Form 1423) are due on the next business day after the required due date if the due date falls on Saturday, Sunday or a Government Holiday. In addition, for any CDRL with a requirement to resubmit within 10 days or less after receipt of comments, where Raytheon receives the comments on a Friday, the timeframe for resubmittal will begin on the next business day. Statement added in Mod P00143 on 24 Oct. 2007.

GFE/GFP/GFS List for SDD  
Replaced with Rev. B List  
\*\*Add items below  
For record-keeping purposes  
(Per Mod P00143)

28 Nov 06                    2  
15 Oct 07                    6  
Revised 22 Oct 07

\*\*Per the [REDACTED] Raytheon is authorized rent free use on a non-interference use of the equipment listed below for utilization on JLENS Fire Control Radar Prime Contract DASG60-98-C-0001 for the period from 19 April 2007 through 30 September 2011.

(b)(3)(A)  
(i)&Title 10  
Sec 130 (a)  
(b)

[REDACTED]

(b)(3)(A)  
(i)&Title 10  
Sec 130 (a)(b)

[REDACTED]

(b)(3)(A)  
(i)&Title 10  
Sec 130 (a)(b)

[REDACTED]

(b)(3)(A)  
(i)&Title 10  
Sec 130 (a)(b)

Hereby added in Mod P00148 for tracking purposes:

Originated in Basic Contract:

Government Furnished Equipment - Spiral 1  
(Spiral 1 Equipment Transferred to Government  
Contract DASG60-00-C-0091, DD Form 1149 (attached)

20 Jun 03                    1 List  
25 Mar 07\*                    34 pages  
(Revised 21 Nov 07)\*        34 pages

(b)(6)

Ship to address:

[REDACTED]

(b)(3)(A)  
(i)&Title 10  
Sec 130 (a)(b)

\*NOTE: Items 1-1060 transferred to Contract DASG60-00-C-0091 per revised GFE list dated 21 Nov 07. Items 1061 - 1116 GFE items retained on Contract DASG60-98-C-0001 for Spiral 2 per GFE list dated 25 Mar 07.

CLIN 0021  
JLENS Simulation Support  
SOW dated 28 January 2008  
[REDACTED]  
Simulation Support Tasks  
(Added per Mod P00153)

28 January 2008                    2 pages

(b)(3)(A)  
(i)&Title 10  
Sec 130 (a)(b)

001518

**CLIN 0025**

<b>JLENS Integrated Fire Control Demonstration Program Statement of Work, Revision 3 (Added per Modification P00165)</b>	<b>14 Jan 08</b>	<b>3</b>
<b>JLENS Integrated Fire Control Demonstration Program Program and Technical Clarification Description, incorporated herein by reference (Added per Modification P00165)</b>	<b>25 Jul 08</b>	<b>17</b>
<b>Contract Data Requirements List (DD Form 1423) Exhibit B, Data Items Nos. B001 through B004, with Data Item Descriptions (Added per Modification P00165)</b>	<b>16 Oct 07</b>	<b>19</b>

(End of Summary of Changes)

001519

**JOINT LAND ATTACK CRUISE MISSILE DEFENSE  
ELEVATED NETTED SENSOR SYSTEM (JLENS)**



**JLENS Integrated Fire Control  
Demonstration Program**

**Revision 3  
STATEMENT OF WORK  
14 January 2008**

**Contract DASG60-98-C-0001**

**Contract Line Item Number 0025**

**DISTRIBUTION STATEMENT F** - Further dissemination only as directed by CMDS Project Office, JLENS Product Office.  
ATTN: SFAE MSLS CMDS JLN, Building 5308, 2<sup>nd</sup> Floor, Redstone Arsenal, Alabama, 35896.

**WARNING** - This document contains technical data whose export is restricted by the Arms Export Control Act (Title 22, U.S.C. Sec 2751 et seq.) or the Export Administration Act of 1979, as amended, Title 50, U.S.C., app 2401 et seq. Violation of these export laws are subject to severe criminal penalties. Disseminate in accordance with provisions of NOD Directive 5230.25.

**DESTRUCTION NOTICE** - For classified documents, follow the procedures in DOD 5200.22-M, National Industrial Security Program Operating Manual (NISPOM), Chapter 5, Section 7, or DOD 5200.1-R, Information Security Program Regulation, Chapter IX. For unclassified, limited documents, destroy by any method that will prevent disclosure of contents or reconstruction of the document.

ENCLOSURE 1

001520

**1.1 Objectives**

The objective of this effort is to demonstrate that JLENS can be integrated into [REDACTED]

[REDACTED]  
[REDACTED] All work related to [REDACTED]  
[REDACTED]

(b)(3)(A)(i)&Title 10 Sec 130 (a)(b)

**1.2 Scope**

This Statement of Work (SOW) defines the requirements to meet the objectives.

**1.2.1 Demonstration Program Planning and Execution**

In an effort to develop the [REDACTED] a collaborative Systems Engineering Integration and Test (SEI&T) team has been established between Government and related industry partners. The contractor shall participate as a SEI&T industry partner and work to implement JLENS integration into the anticipated [REDACTED] without cost or schedule impact to the existing JLENS SDD program.

(b)(3)(A)(i)&Title 10 Sec 130 (a)(b)

Through participation in the SEI&T, the contractor shall plan, staff, analyze and implement the JLENS participation in the [REDACTED] demonstration. The contractor shall provide manpower and expertise to support planning, system integration, and model and simulation development, and to support an integrated demonstration in the [REDACTED] timeframe.

(b)(3)(A)(i)&Title 10 Sec 130 (a)(b)

The contractor shall be responsible for communication of the demonstration events and activities across internal contractor corporate boundaries.

(b)(3)(A)(i)&Title 10 Sec 130 (a)(b)

The contractor shall develop the demonstration concepts with supporting analysis for approval by the government. The concepts shall be presented to the JLENS Product Office in conjunction with the first scheduled program review no later than (NLT) 180 days after contract award (B004). Status updates will be presented at subsequent scheduled Quarterly Program Reviews (B004). The data package shall contain cost, schedule and performance information for each concept.

The contractor shall develop a demonstration plan (CDRL B001) based on the approved concept.

**1.2.2 Follow-On Test Program Planning**

The contractor shall support planning and risk reduction for follow-on [REDACTED]

(b)(3)(A)(i)&Title  
10 Sec 130 (a)(b)

[REDACTED] This planning shall include a Test Planning Review to be held NLT [REDACTED]

(b)(3)(A)(i)&Title  
10 Sec 130 (a)(b)

**1.3 Technical Interchange Meetings and Reports**

The contractor shall support SEI&T meetings, quarterly Technical Interchange Meetings and [REDACTED] JLENS program reviews to provide technical and program progress towards meeting the objective. The contractor shall provide a program update at the JLENS Orbit CDR.

(b)(3)(A)(i)&Title  
10 Sec 130 (a)(b)

The contractor shall provide a post-demonstration report (CDRL B001) in contractor format. This report shall include the identification of key interface requirements between JLENS [REDACTED]

(b)(3)(A)  
(i)&Title 10 Sec  
130 (a)(b)

**1.4 Schedule**

Completion of the demonstration program and the contractor's support to Follow-On-Test (FOT) Planning shall occur NLT the end of System Development and Demonstration (SDD) contract.

**1.5 Administrative Requirements**

The contractor shall provide monthly cost reports (segregated from SDD) (CDRL B002 and B003) in the same format as the JLENS SDD contract.

(1 Data Item)										OMB No. 0704-0188															
<p>The public reporting burden for this collection of information is estimated to average 10 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to the Department of Defense, Executive Service Directorate 10704-0188. Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number. Please do not return your form to the above organization. Send completed form to the Government Printing Contracting Office for the Contracting No. listed in Block E.</p>																									
A. CONTRACT LINE ITEM NO.			B. EXHIBIT A			C. CATEGORY: TDP _____ TM _____ OTHER <input checked="" type="checkbox"/>																			
D. SYSTEM/ITEM JLENS Integrated Fire Control Demo				E. CONTRACT/PR NO. DASG60-98-C-0001			F. CONTRACTOR Raytheon																		
1. DATA ITEM NO. B001		2. TITLE OF DATA ITEM Technical Report - Study/Services					3. SUBTITLE Demonstration Plan																		
4. AUTHORITY (Data Acquisition Document No.) DI-MISC-80508B				5. CONTRACT REFERENCE SOW para 1.2.1, 1.3			6. REQUIRING OFFICE SFAE-MSLS-CMDS-BMD-AM																		
7. DD 250 REQ I.I		8. DIST STATEMENT REQUIRED F		10. FREQUENCY ASREQ		12. DATE OF FIRST SUBMISSION See Blk 16		14. DISTRIBUTION																	
8. APP CODE N/A				11. AS OF DATE N/A		13. DATE OF SUBSEQUENT SUBMISSION N/A		<table border="1"> <tr> <th rowspan="2">a. ADDRESSEE</th> <th colspan="3">b. COPIES</th> </tr> <tr> <th>Draft</th> <th>Final</th> <th>Repro</th> </tr> <tr> <td>SFAE-MSLS-CMDS</td> <td></td> <td></td> <td></td> </tr> <tr> <td>-PE-CM</td> <td>0</td> <td>1</td> <td>0</td> </tr> </table>			a. ADDRESSEE	b. COPIES			Draft	Final	Repro	SFAE-MSLS-CMDS				-PE-CM	0	1	0
a. ADDRESSEE	b. COPIES																								
	Draft	Final	Repro																						
SFAE-MSLS-CMDS																									
-PE-CM	0	1	0																						
<p>16. REMARKS</p> <p>Block 9: Distribution F; Further dissemination only as directed by JLENS Product Office. ATTN: SFAE-MSLS-CMDS-PE-CM, Bldg 5308, Redstone Arsenal, AL 35898-5000, 24 March 2000.</p> <p>Block 12: Demonstration plan due 90 days after Government approval of demonstration concept. Post Demonstration report due 30 days after completion of demonstration program.</p> <p>Reports shall be submitted electronically. Electronic data transmission shall be in XML transfer file format which is compatible with w/sight.</p> <p>Blk 14: Electronic delivery of this data item IAW the SOW. Notify JLENS Product Office Data Management OPR at [redacted] when deliverable is placed in portal or repository. Letter of transmittal must be signed electronically. The data item shall be delivered in pdf format or one or more MS office documents.</p>																									
15. TOTAL → 0 1 0																									
G. [redacted]			H. DATE 10/16/07			I. APPROVED BY			J. DATE 10/16/07																

17. PRICE GROUP
18. ESTIMATED TOTAL PRICE

(b)(6)

(b)(6)

(b)(6)

(b)(6)

001523

## DATA ITEM DESCRIPTION

**Title:** Technical Report-Study/Services

**Number:** DI-MISC-80508B

**AMSC Number:** 7633

**DTIC Applicable:** Yes

**Approval Date:** 14 Nov 2006

**Limitation:** N/A

**Office of Primary Responsibility:** [REDACTED]

**Applicable Forms:** N/A

**GIDEP Applicable:** No

(b)(3)(A)  
(i)&Title 10 Sec  
130 (a)(b)

**Use/relationship:** A technical report provides fully documented results of studies or analysis performed.

This Data Item Description (DID) contains format and content preparation instructions for the data product generated by the specific and discrete task requirement as delineated in the contract.

This DID supersedes DI-MISC-80508A

### Requirements:

1. Reference documents. None.
2. Format.
  - (a) The report and all attachments shall be typewritten, or otherwise clearly lettered, and shall be duplicated using non-fading ink.
  - (b) Text shall be prepared on standard letter size paper (8 1/2 x 11").
  - (c) When attachments are included, they shall be fully identified, referenced in the text, and folded to conform to the size paper used in the report.
  - (d) Security classification and distribution markings shall conform to the requirements of the contract, purchase description and security requirements checklist, as applicable.

001524

DI-MISC-80508B

3. Contents.

(a) Title Page – Identifies the report by providing contract number, project name or purchase description title, task number, and reporting period.

(b) Table of Contents.

(c) Section I – Includes the following:

(1) Introduction

(2) Summary – A brief statement of results obtained for the analytic effort.

(3) Conclusions and their condensed technical substantiation's.

(d) Section II – A complete and detailed description of the analytic results which led to the conclusions stated in Section I above.

4. END OF DI-MISC-80508B



## DATA ITEM DESCRIPTION

**Title:** Funds and Man-Hours Expenditure Report

**Number:** DI-FNCL-80331A

**AMSC Number:** 7618

**DTIC Applicable:** No

**Office of Primary Responsibility:** [REDACTED]

**Applicable Forms:** N/A

**Approval Date:** 30 OCT 2006

**Limitation:** N/A

**GIDEP Applicable:** No

(b)(3)(A)(i)&Title  
10 Sec 130 (a)(b)

### Use/relationship:

This report provides Government visibility into contractor expenditures for labor, materials, travel and other contract charges. It tracks these expenditures against baseline values, and provides to-completion estimates.

This Data Item Description (DID) contains format and content preparation instructions for the data product generated by the specific and discrete task requirement as delineated in the contract.

This DID is applicable to time and material, research and development and other contracts where use of Cost Performance Reporting (CPR) or Cost/Schedule Status Reporting (C/SSR) are not appropriate. It is not applicable on fixed-price contracts. It is acquired on a periodic basis.

It is not intended that all the requirements contained herein should be applied to every contract or program phase. Portions of this DID are subject to deletion tailoring depending on the management requirements of the solicitation/contract in which it is applied.

This DID is related to DI-A-5016, Project Planning/Actual Progress Chart (Other than fixed price contracts), and DI-FNCL-80003, Man-Hour Expenditure Chart.

This DID supersedes DI-FNCL-80331.

### Requirements:

1. Reference documents. None.

2. General. The Funds and Man-Hours Expenditure Report shall contain the following data:

- a. A tabular listing of funding and man-hour expenditures inclusive of the reporting period compared to original baseline values, including to-completion estimates.
- b. A graphical plot of planned versus actual funding expenditures.
- c. A graphical plot of planned and actual percentage of work completed.

3. Scope. Each task, job-order, sub-task, or unit of work will be separately addressed. If schedule or milestone reporting is also a reporting requirement under the contract; the breakdown of work task elements should be consistent with the reporting.

4. Format and Content. The report shall contain the following:

4.1 Funds and man-hour expenditure summary. This chart shall contain the following data elements (See Figure 1).

4.1.1 Original negotiated contract. A summary of all cost elements associated with the original negotiated contracts. This is defined as the contractor's original cost proposal, as negotiated and accepted by the Government. It is that cost as it appears on the original contract document. Its elements shall contain the cost estimate breakdown by category (i.e., direct labor (Sr. Engineer, Jr Engineer, draftsman, engineer shop, etc), burden/overhead, material/parts, travel, subsistence, fringe, General and Administration (G&A) fee, outstanding commitments, etc), as provided in the accepted proposal. Items and amounts specified in this entry shall remain constant on successive reports during the term of the contract.

4.1.2 Latest negotiated contract changes. A summary of the latest negotiated contract changes. It shall be a recapitulation of the 4.1.1 data elements reflecting all subsequent changes resulting for contract modifications. Breakdown by category shall be as provided in 4.1.1 unless altered by a contract modification. Indicated "none" if revised proposal has no effect.

4.1.3 Reporting period expenditures. Expenditure data for the current reporting period for the work task categories used in 4.1.1 or 4.1.2 (as applicable), and covering man hours, funds, and the change (new orders minus fulfilled orders) in outstanding commitments.

4.1.4 Cumulative expenditure to date. Cumulative man hour, funds and outstanding commitments expenditure data through the current reporting period for the work task categories used in 4.1.1 and 4.1.2 (as applicable). Additionally, show the cumulative costs as a percentage of the 4.1.1 of 4.1.2 costs.

4.1.5 Estimated cost-to-complete. The estimated costs required to complete the work task from the reporting date to the date of completion. This estimate shall be defined by categories as they appear in 4.1.1 of 4.1.2. All estimates shall be justified.

4.1.6 Latest cost estimate. An estimate of the final total cost at completion of the work effort. This is derived from 4.1.4 and 4.1.5. Deviations between the original contract and/or latest negotiated contract change shall be justified/explained in footnote remarks.

4.2 Funds expenditure graph. A funds expenditure graph shall be included. The graph shall be reproducible to enable periodic changes reflecting current contract funding status to be entered. The graph shall portray, on a periodic basis, the planned versus actual total dollar expenditures and the percentage of the total contract dollars that the expenditure represent (See Figure 2).

4.3 Work completed graph. A work completed graph shall be included that reflects the percentage of work completed by the contractor through the current reporting period. The graph shall plot actual completion versus planned completion, and shall be maintained current and be fully legible and reproducible (See Figure 3).

5. END OF DI-FNCL-80331A

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DATE PREPARED: _____		FUNDS AND MAN HOUR EXPENDITURE SUMMARY						SUMMARY/WORK PACKAGE TITLE: _____			CONTRACT NO: _____		REPORTING PERIOD: _____		CONTRACTOR: _____	
	A		B		C		D			E	F					
	ORIGINAL NEGOTIATED CONTRACT		LATEST NEGOTIATED CONTRACT CHANGES		REPORTING PERIOD EXPENDITURES		CUMULATIVE EXPENDITURES TO DATE									
	A1	A2	B1	B2	C1	C2	D1	D2	D3							
	MAN HOURS	DOLLAR VALUE	MAN HOURS	DOLLAR VALUE	MAN HOURS	DOLLAR VALUE	TOTAL MAN HOURS	TOTAL DOLLAR VALUE	% DOLLAR VALUE*	ESTIMATED COST TO COMPLETE	LATEST COST ESTIMATE B2 + D2**					
1. DIRECT LABOR (EMPLOYEE CLASS)																
TOTAL LABOR BURDEN/OVERHEAD																
2. TOTAL LABOR & BURDEN/OVERHEAD																
3. MATERIALS & PARTS																
4. TRAVEL EXPENSES																
5. OTHER DIRECT COSTS †																
6. SUB-TOTAL COSTS ‡ (SUM OF 2 THROUGH 5)																
7. GENERAL & ADMINISTRATIVE COSTS																
8. TOTAL COST (SUM OF 6 & 7)																
9. FEE FOR PROFIT																
TOTAL CONTRACT AMOUNT § (SUM OF 8 & 9)																
OUTSTANDING COMMITMENTS***																
TOTAL COMMITMENTS AND EXPENDITURES																

\* THIS FIGURE SHALL BE CALCULATED AS PERCENTAGE OF THE LATEST NEGOTIATED CONTRACT CHANGES, NEGOTIATED CONTRACT, IF ANY, OTHERWISE AS A PERCENTAGE OF THE ORIGINAL NEGOTIATED CONTRACT.  
 \*\* THE INCURRENCE OF EXPENDITURES IN EXCESS OF THE CONTRACT AMOUNT REQUIRES APPROPRIATE AUTHORIZATION BY THE CONTRACTING OFFICER.  
 \*\*\* UNFILED PURCHASE ORDERS AT END OF REPORTING PERIOD.

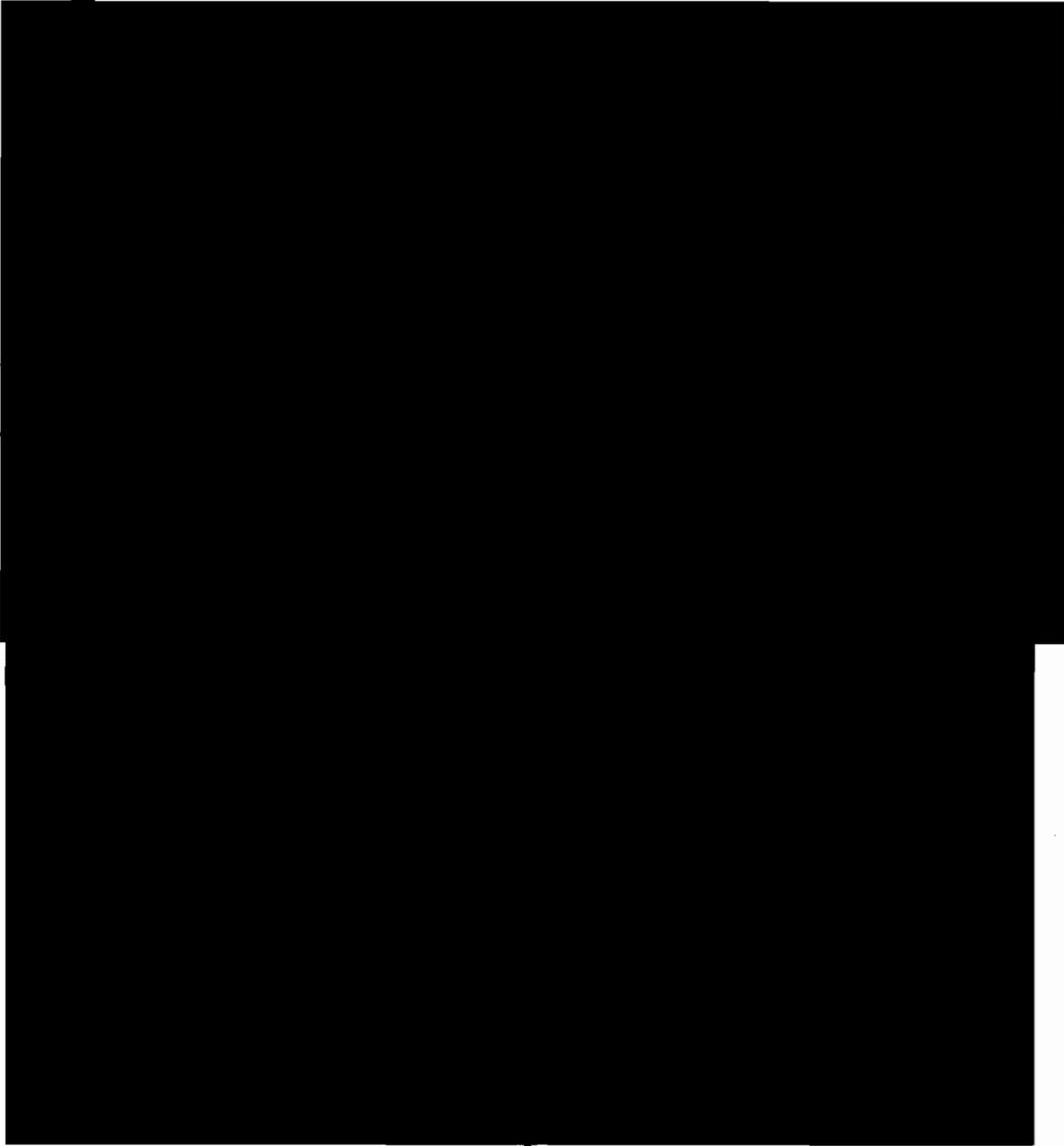
NOTE: THIS FIGURE SERVES ONLY AS AN ILLUSTRATION OF THE TYPES OF ENTRIES REQUIRED FOR A FUNDS AND MAN HOURS EXPENDITURE SUMMARY AND PROVIDES A SAMPLE FORMAT.

FIGURE 1. Sample funds and man hour expenditure summary

DI-FNCL-80331A

DI-FNCL-80331A

FUNDS EXPENDITURE AND WORK COMPLETED GRAPHS



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1. TITLE CONTRACT FUNDS STATUS REPORT (CFSR)		2. REPORT/SCHEDULE NUMBER DI-MGMT-81468	
3. DESCRIPTION/PURPOSE 3.1 The Contract Funds Status Report (CFSR), DD Form 1586, Sample Format 1, is designed to supply funding data about defense contracts to Program Managers for: (a) updating and forecasting contract funds requirements, (b) planning and decision making on funding changes to contracts, (c) developing funds requirements and budget estimates in support of approved programs, (d) determining funds in excess of contract needs and available for deobligation, and (e) obtaining rough estimates of termination costs.			
4. APPROVAL DATE (YYMMDD) 951019	5. OFFICE OF PRIMARY RESPONSIBILITY (OWA) OUSD(A&T)API/PM	6. DTIC APPLICABLE	7. GPO USE APPLICABLE
8. APPLICATIONS/RELATIONS 8.1 This Data Item Description (DID) contains the format and content preparation instructions for the data product generated by the specific and discrete task requirements as delineated in the contract. 8.2 This DID may be used in conjunction with the Contract Work Breakdown Structure DID, DI-MGMT-81334, the Cost Performance Report DID, DI-MGMT-81466, and the Cost/Schedule Status Report DID, DI-MGMT-81467. 8.3 <u>Contractual Application.</u> The CFSR is applicable to contracts over 6 months in duration. No specific application thresholds are established, but application to contracts of less than \$1,000,000 (constant fiscal year (FY) 1990 dollars) should be evaluated carefully to ensure only the minimum information necessary for effective management control is required. The CFSR will not be applied to firm fixed price contracts (as defined in FAR 16.202) unless unusual circumstances require specific funding visibility. CFSRs may be applied to unpriced portions of firm fixed price contracts that are estimated to be in excess of twenty (20) percent of the initial contract value. Only those parts of the CFSR essential to the management of each acquisition will be required. The DoD Program Manager will determine the need for contract funds information and apply only those portions of the CFSR deemed appropriate. To ensure that only minimum data is required over the life of the contract, provisions should be included in the contract to review reporting requirements at least annually and change them, if necessary, at no charge to the Government. (Continued on page 2)			
9. APPROVAL LIMITATION		10. APPLICABLE FORMS DD Form 1586	11. AISC NUMBER D7122
12. PREPARATION INSTRUCTIONS 10.1 <u>Format.</u> Contractor formats should be substituted whenever they contain all the required data elements at the specified reporting levels in a form suitable for DOD management. 10.2 <u>Content.</u> The CFSR shall contain the following information: 10.2.1 <u>Item 1 - Contract Number.</u> Enter the assigned contract number and the latest modification number on which contractual agreement has been reached. 10.2.2 <u>Item 2 - Contract Type.</u> Enter the type of contract as identified in FAR Part 16 (e.g., Cost Plus Fixed Fee (CPFF), Fixed Price Incentive (FPI), etc.). 10.2.3 <u>Item 3 - Contract Funding For.</u> Enter the applicable type as follows: Multi-Year Procurement (MYP) Incrementally Funded Contract (INC) Contract for a Single Year (SYC) 10.2.3.1 <u>For FY.</u> For contracts which are financed with funds appropriated in more than one fiscal year, a report is required for each fiscal year's funds where the separate year's funds in the contract are associated with specific quantities of hardware, or services to be furnished. The fiscal year(s) being reported will be shown in this block and that year's share of the total target prices (initial and adjusted) will be shown in Items 9 and 10. (Continued on page 3)			
13. DOWNGRADING STATEMENT Distribution Statement A: Approved for public release; distribution is unlimited.			

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**7.3.1 Level of Reporting.** If a contract is funded with a single appropriation, a single line entry at the total contract level should be considered for CFSR reporting. Reporting by line item or WBS element will be limited to only those items or elements needed to support funds management requirements. A reduced level of reporting may be implemented on contracts (a) with a dollar value between \$250,000 and \$1,000,000 (constant FY 1990 dollars); (b) that are for time and material; or (c) for which only limited funding requirements information is needed.

**7.3.2 Multiple Appropriations.** Where two or more appropriation sources are used for funding a single contract, contractors will segregate funds data by appropriation accounting reference. The procuring agency will supply the appropriation numbers applicable to individual line items or WBS elements. If a single line item or WBS element is funded by more than one appropriation, methods for segregating and reporting such information will be negotiated and specified in the contract.

**7.3.3 Electronic Data Interchange.** The American National Standards Institute (ANSI) X12 standard (transaction set 839), or the United Nations Electronic Data Interchange For Commerce, Administration and Transport (EDIFACT) equivalent, will be used for EDI transmission.

**7.4 Frequency and Submission.** The CFSR will be a contractual requirement as set forth in the Contract Data Requirements List (CDRL) DD Form 1423. Unless otherwise provided in the contract, the CFSR will be prepared as of the end of each calendar quarter or contractor accounting period nearest the end of each quarter. The required number of copies of the CFSR will be forwarded within 25 calendar days after the "as of" date of the report, or as otherwise specified in the contract. In the event of exceptional circumstances which call for increased frequency in reporting, such frequency will not be more often than monthly and will be negotiated and specified in the contract.

**7.5 Explanations of Terms.**

**7.5.1 Open Commitments.** For this report, a commitment represents the estimated obligation of the contractor (excluding accrued expenditures) to vendors or subcontractors (based on the assumption that the contract will continue to completion).

**7.5.2 Accrued Expenditures.** For this report, include recorded or incurred costs as defined within the Allowable Cost, Fee and Payments Clause (FAR 52.216-7) for cost type contracts or the Progress Payments Clause (FAR 52.232-16) for fixed price type contracts, plus the estimated fee or profit earned. Such costs include:

**7.5.2.1 Actual payments for services or items purchased directly for the contract.**

**7.5.2.2 Costs incurred, but not necessarily paid, for storeroom issues, direct labor, direct travel, direct other in-house costs and allocated indirect costs.**

**7.5.2.3 Progress payments made to subcontractors.**

**7.5.2.4 Pension costs provided they are paid at least quarterly.**

**7.5.3 Termination Costs.** Although this report is prepared on the basis that the contract will continue to completion, it is necessary to report estimated termination cost by government fiscal year and generally by more frequent intervals on incrementally funded contracts. The frequency will be dependent on the funding need dates (i.e., quarterly) and should be compatible with the contract funding clauses, Limitation of Funds clause (cost type contracts) or

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costs include such items as loss of useful life of special tooling, special machinery and equipment; rental cost of unexpired leases; and settlement expenses. The definition of termination costs is included in FAR 31.205-42. In the event the Special Termination Costs clause (DFARS 252.249-7000) is authorized, then costs defined therein will be eliminated from the estimated termination costs.

7.6 The CFSR DID may be "tailored" in Block 16 of CDRL DD Form 1423. Tailoring is defined as deleting requirements from a DID. Requiring more information in the CFSR CDRL DD Form 1423 than specified in this DID is prohibited by DOD regulation. All negotiated reporting provisions will be specified in the contract's CDRL.

7.7 This DID supersedes DI-F-6004B.

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Block 10, Preparation Instructions (Continued)

10.2.4 Item 4 - Appropriation. Enter the appropriation name (i.e., Research, Development, Test and Evaluation, Aircraft Procurement, etc.) and DoD Component (i.e., Air Force, Navy, etc.) in this block.

10.2.5 Item 5 - Previous Report Date. Enter the cut-off date of the previous report. (Year, Month, Day)

10.2.6 Item 6 - Current Report Date. Enter the cut-off date applicable to this report. (Year, Month, Day)

10.2.7 Item 7 - Contractor. Enter the name, division (if applicable), and mailing address of the reporting contractor.

10.2.8 Item 8 - Program. Identify the program by name or enter the type, model and series or other military designation of the prime item or items purchased on the contract. If the contract is for services or a level-of-effort (i.e., research, flight test, etc.), the title of the service should be shown.

10.2.9 Item 9 - Initial Contract Price. Enter the dollar amounts for the initial negotiated contract target price (or estimated price for non-incentivized contracts) and contract ceiling price when appropriate. For contracts which are financed with funds appropriated in more than one fiscal year, only the share of the total initial target and ceiling associated with the fiscal year shown in Item 3 will be entered.

10.2.10 Item 10 - Adjusted Contract Price. Enter the dollar amounts for the adjusted contract target price (initial negotiated contract plus supplemental agreements) and adjusted contract ceiling price or estimated ceiling price where appropriate. For contracts which are financed with funds appropriated in more than one fiscal year, only the share of the total adjusted target and ceiling associated with the fiscal year shown in Item 3 will be entered.

10.2.11 Item 11 - Funding Information.

10.2.11.1 Column a. - Line Item/Work Breakdown Structure (WBS) Element. Enter the line item or WBS elements specified for CFSR coverage in the contract.

10.2.11.2 Column b. - Appropriation Identification. Enter the appropriation number supplied by the DoD Component for the contract or, if applicable, each line item or WBS element.

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10.2.11.3 Column c. - Funding Authorized To Date. Enter dollar amounts of contract funding authorized under the contract from the beginning of the fiscal year(s) shown in Item 3 through the report date shown in Item 6.

10.2.11.4 Column d. - Accrued Expenditures Plus Open Commitments Total. For contract work authorized, enter the total of (a) the cumulative accrued expenditures incurred through the end of the reporting period, and (b) the open commitments on the "as of" date of the report. Enter the total applicable to funds for the fiscal year(s) covered by this report as shown in Item 3.

10.2.11.4.1 Separation of Open Commitments and Accrued Expenditures. On selected contracts, the separation of open commitments and accrued expenditures by line item or WBS element may be a negotiated requirement in the contract. Utilization of this provision should be held to the minimum essential to support information needs of the procuring agency. In the event this separation of data is not available in the contractor's accounting system or cannot be derived without significant effort, provision should be made to permit use of estimates. The procedures used by the contractor in developing estimates shall be explained in the Remarks section of the report.

10.2.11.4.2 Notice of Termination. When a Notice of Termination has been issued, potential termination liability costs will be entered in this column. They will be identified to the extent possible with the source of liability (prime or subcontract).

10.2.11.5 Column e. - Contract Work Authorized - Definitized. For the fiscal year(s) shown in Item 3, enter the estimated price for the authorized work on which contractual agreement has been reached, including profit/fee, incentive and cost sharing associated with projected over/underruns. Amounts for contract changes will not be included in this item unless they have been priced and incorporated in the contract through a supplemental agreement.

10.2.11.6 Column f. - Contract Work Authorized - Not Definitized. Enter the contractor's estimate of the funds requirements for performing required work (e.g., additional agreements or changes) for which firm contract prices have not yet been agreed to in writing by the parties to the contract. Report values only for items for which written orders have been received. For incentive type contracts, show total cost to the Government (recognizing contractor participation). Enter in the Remarks section a brief but complete explanation of the reason for the change in funds.

10.2.11.7 Column g. - Subtotal. Enter the total estimated price for all work authorized on the contract (Column e. plus Column f.).

10.2.11.8 Column h. - Forecast - Not Yet Authorized. Enter an estimate of funds requirements, including the estimated amount for fee or profit, for changes proposed by the Government or by the contractor, but not yet directed by the contracting officer. In the Remarks section state each change document number and estimated value of each change.

10.2.11.9 Column i. - Forecast - All Other Work. Enter an estimate of funds requirements for additional work anticipated to be performed (not included in a firm proposal) which the contractor, based on his knowledge and experience, expects to submit to the Government within a reasonable period of time.

10.2.11.10 Column j. - Subtotal. Enter an estimate of total requirements for forecast funding (the sum of Column h. plus Column i.). Specific guidelines on what the contractor may include in the funding forecast section may be made a part of the contract.

10.2.11.11 Column k. - Total Requirements. Enter an estimate of total funds requirements for contract work authorized and forecast (the sum of Column g. plus Column j.).

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10.2.11.12 Column l. - Funds Carryover. For incrementally funded contracts only, report the amount by which the prior federal fiscal year funding was in excess of the prior year's requirement. If there is no carryover, report zero. Specific instructions for the use of this item may be made a part of the contract.

10.2.11.13 Column m. - Net Funds Required. Enter an estimate of net funds required, subtracting funds carryover in Column l. from total requirements in Column k.

10.2.11.14 Column Totals. Totals should be provided for Columns c. through m. for all line items or NBS elements reported.

10.2.12 Item 12 - Contract Work Authorized (With Fee/Profit) - Actual Or Projected. Data entries will be as follows: In the first column, actuals cumulative to date; in all other columns except the last, projected cumulative amounts from the start of the contract to the end of the period indicated in the column heading; in the last column, the projected cumulative amounts from the start to the end of the contract or fiscal year being reported. When the contractor has developed a range of estimates at completion, the most likely estimate shall be used to develop the projected cumulative data in this item.

10.2.12.1 Column Headings. Columns 2 through 9 will be headed to indicate periods covering the life of the contract or fiscal year being reported and may be headed to show months, quarters, half years and/or fiscal years as prescribed by the procuring agency.

10.2.12.2 Data Composition. Projected data should include all planned obligations, anticipated accruals, anticipated over/under targets (total cost to the Government recognizing contractor participation), G&A, and fee/profit. For award fee contracts, the fee actually awarded will be included in Column 1, Actual to Date. The contractor shall describe in the Remarks section the amount, by period, and rationale for any award fee projections included in Columns 2 through 10.

10.2.12.3 Item 12.a. - Open Commitments. In the first column enter commitments open as of the date of the report. In subsequent columns enter the commitments projected to be open as of the end of each period indicated by the column headings. The amount entered will be the projected cumulative commitments less the planned cumulative expenditures as of the end of time period indicated. At the end of the contract, the amount will be zero.

10.2.12.4 Item 12.b. - Accrued Expenditures. In the first column enter actuals to date. In subsequent columns enter the projected cumulative accrued expenditures as of the end of each period indicated by the column headings.

10.2.12.5 Item 12.c. - Total (12.a. and 12.b.). In the columns provided, enter the total contract work authorized - actuals to date (Column 1) or projected (Columns 2 through 10). This total is the sum of open commitments and accrued expenditures projected through the periods indicated by the column headings. Significant changes in the amount or timephasing of this item shall be explained in the Remarks section.

10.2.13 Item 13 - Forecast Of Billings To The Government. In the first column enter the cumulative amount received from the Government plus any unpaid billings to the Government through the current report date, including amounts applicable to progress or advance payments. In succeeding columns enter the amount expected to be billed to the Government during each period reported (assuming the contract will continue to completion). Amounts will not be cumulative.

10.2.14 Item 14 - Estimated Termination Costs. In the columns provided, enter the estimated costs that would be necessary to liquidate all government

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obligations if the contract were to be terminated in that period. These entries are the amounts required in addition to the amounts shown in Item 12. Applicable fee/profit should be included. These entries may consist of "rough order of magnitude" estimates and will not be construed as providing formal notification having contractual significance. This estimate will be used to assist the Government in budgeting for the potential incurrence of such cost. On contracts with Limitation of Funds/Obligation clauses, where termination costs are included as part of the funding information in Block 11, enter the amounts required for termination reserve on this line.

**10.3 Remarks Section.**

**10.3.1 General.** This section shall contain any additional information or remarks which support or explain data submitted in this report. At a minimum, the contractor shall present the following information: (a) explanations of funds changes (refer to paragraphs 10.2.11.6, 10.2.11.8 and 10.3.2); (b) procedures used to develop estimates of open commitments and accrued expenditures (refer to paragraph 10.2.11.4.1); (c) the amount and rationale for any award fee projections included in Item 12 (refer to paragraph 10.2.12.2); (d) explanations of significant changes in the amount or timephasing of actual or projected total contract work authorized (refer to paragraph 10.2.12.5); and (e) any other information deemed significant or noteworthy. The contractor also shall provide a projected contract completion date that supports the funding projections in Item 12.

**10.3.2 Changes.** The Remarks section shall contain information regarding changes, as indicated below. A change in a line item shall be reported when the dollar amount reported in Item 11, Column k. of this submission differs from that reported in the preceding submission. The movement of dollar amounts from one column to another (Item 11, Columns e. through j.), indicating a change in the firmness of funds requirements, need not be reported in this section. Change reporting shall include the following:

- 10.3.2.1 The location of the changed entry (page, line, and column);
- 10.3.2.2 The dollar amount of the change; and
- 10.3.2.3 A narrative explanation of the cause of each change.

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CONTRACT FUNDS STATUS REPORT (Dollars in )

1. CONTRACT NUMBER		3. CONTRACT FUNDING FOR FOR FY		5. PREVIOUS REPORT DATE		7. CONTRACTOR (Name, address and zip code)		9. INITIAL CONTRACT PRICE a. TARGET b. CEILING	
2. CONTRACT TYPE		4. APPROPRIATION		6. CURRENT REPORT DATE		8. PROGRAM		10. ADJUSTED CONTRACT PRICE a. TARGET b. CEILING	

LINE (FBI/WSB ELEMENT)	APPROPRIATION IDENTIFICATION	FUNDING AUTHORIZED TO DATE	ACCRUED EXPENDITURES OPEN COMMITMENTS TOTAL	CONTRACT WORK AUTHORIZED			FORECAST			TOTAL RESOURCES	FUNDS CARRY-OVER	NET FUNDS REQUIRED
				DEPINITIALIZED	NOT DEPINITIALIZED	SUBTOTAL	NOT YET AUTHORIZED	ALL OTHER WORK	SUBTOTAL			
				a	b	c	d	e	f			

12. CONTRACT WORK AUTHORIZED (With Fee/Profit) - ACTUAL OR PROJECTED											
	ACTUAL TO DATE										AT COMPLETION
a. OPEN COMMITMENTS											
b. ACCRUED EXPENDITURES											
c. TOTAL (12a + 12b)											
13. FORECAST OF BILLINGS TO THE GOVERNMENT											
14. ESTIMATED TERMINATION COSTS											
15. REMARKS											

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SAMPLE FORMAT 1. Contract Funds Status Report Page 7 of 7



DATA ITEM DESCRIPTION			Form Approved OMB No. 0704-0188	
Public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and reviewing the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Washington Headquarters Service, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503.				
1. TITLE <b>Presentation Material</b>		2. IDENTIFICATION NUMBER <b>D1-ADMN-81373</b>		
3. DESCRIPTION / PURPOSE <b>3.1 Presentation materials are audiovisual aids, such as viewgraphs, photographs, slides or electronic equivalent. They are used to present information during reviews, briefings, and similar activities involving more than one person.</b>				
4. APPROVAL DATE (YYMMDD) <b>931001</b>	5. OFFICE OF PRIMARY RESPONSIBILITY (OPR) <b>F/ESC/EN-4</b>	6a. DTIC APPLICABLE	6b. GIDEP APPLICABLE	
7. APPLICATION / INTERRELATIONSHIP <b>7.1 This Data Item Description (DID) contains the format and content preparation instructions for the data product generated by the specific and discrete task requirement as delineated in the contract.</b> <b>7.2 This DID may be applied on any acquisition.</b> <b>7.3 This DID supersedes DI-A-3024A.</b>				
8. APPROVAL LIMITATION	9a. APPLICABLE FORMS		9b. ANSIC NUMBER <b>F6970</b>	
10. PREPARATION INSTRUCTIONS <b>10.1 Format.</b> Contractor format is acceptable, with the exception that the government must approve the use of any contractor insignia, trade names or symbols. Delivery media format shall be defined on the DD Form 1423, Contract Data Requirements List. <b>10.2 Content.</b> Presentation material shall include a text of any accompanying verbal material unless the verbal portion is included as part of an electronic presentation. In either case the text or audio shall include the following statement:  "The publication of this material does not constitute approval by the government of the findings or conclusion herein. Wide distribution or announcement of this material shall not be made without specific approval by the sponsoring government activity."				
11. DISTRIBUTION <b>DISTRIBUTION STATEMENT A. Approved for public release; distribution is unlimited.</b>				

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1. SOLICITATION NO. <b>000166</b>	2. EFFECTIVE DATE <b>04 SEP 08</b>	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
ISSUED BY US ARMY SPACE & MISSILE DEFENSE COMMAND MONTICELLO AL 352	CODE <b>W8113M</b>	7. ADMINISTERED BY (If other than item 6) DCMA RAYTHEON 50 APPLE HILL DRIVE M/S T2FR2 TEMPERBURY MA 01878	CODR <b>S2205A</b>

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) RAYTHEON COMPANY 350 LOWELL ST. ANDOVER MA 01910-4400	9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED (SEE ITEM 11)
	X 10A. MOD. OF CONTRACT/ORDER NO. DAS060-08-C-0001
	X 10B. DATED (SEE ITEM 13) 30-Jan-1998

CODE **05716** FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of offer  is extended,  is not extended.

Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:  
 (a) By completing items 8 and 13, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS  
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).

X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:  
FAR 43.103(a)(3), Mutual Agreement

D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor  is not,  is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
Modification Control Number: (b)(6)  
To revise Section J, LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS, to incorporate JLENS Software Source Code Specifically Negotiated License, License Number JLENS-SWLA-01, at no additional cost.

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

15. (b)(6)	16. NAME AND ADDRESS OF CONTRACTING OFFICER (Type or print) (b)(6)
17. DATE SIGNED 9/4/08	18. DATE SIGNED 4 Sep 08
(Signature of person authorized to sign)	(Signature of Contracting Officer)

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## SECTION SF 30 BLOCK 14 CONTINUATION PAGE

## SUMMARY OF CHANGES

## SECTION J - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

The following have been modified (changes are shown in bold):

<u>TITLE</u>	<u>DATE</u>	<u># OF PAGES</u>	
Contract Security Classification Specification (DD Form 254) REVISION 10 (P00149) DD 254 Mailed via US Postal Service. NOTE: Last Revision see P00106 Rev. 8 (Rev. 9 deleted)	26 Dec 2007	11	
<b>JLENS Software Source Code Specifically Negotiated License, License Number JLENS-SWLA-01 (Added per Modification P00166)</b>	<b>04 Sep 08</b>	<b>8</b>	
<u>CLIN 0017:</u> JLENS System Development and Demonstration (SDD) Program Statement of Work (Revised by Incorporating CSDR Plans dated 20 Febr 2007 in Appendix C per Modification P00136)	30 Nov 06 - Revised 20 Feb 07	37	
DTRA [REDACTED]	March 08	1	(b)(3)(A) (i)&Title 10 Sec 130 (a)(b)
Contract Data Requirements List (DD Form 1423) Exhibit A with Distribution List & Data Item Nos. B001 through B062 (Replace Data Item Nos. B026 and B027, only Per Modification P00136) (Replace Data Item Nos. B048 and B049, only Per Modification P00143 & to add statement in Section A of Modification P00143) (Replace Data Item No. B033 only, per Modification P00161)	01 Dec 06  Revised 05 Apr 07  Revised 24 Oct 07  Revised 11 Jul 08	63     1	
*Added statement below to address weekends/Holidays: (In Mod P00143)	24 October 07		
*Per a mutual agreement between Raytheon and JLENS Product Office all Contract Data Requirements List (CDRL's) (DD Form 1423) are due on the next business day after the required due date if the due date falls on Saturday, Sunday or a Government Holiday. In addition, for any CDRL with a requirement to resubmit within 10 days or less after receipt of comments, where Raytheon receives the comments on a Friday, the timeframe for resubmittal will begin on the next business day. Statement added in Mod P00143 on 24 Oct. 2007.			
GFE/GFP/GFS List for SDD Replaced with Rev. B List **Add items below For record-keeping purposes (Per Mod P00143)	28 Nov 06 15 Oct 07 Revised 22 Oct 07	2 6	

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\* [REDACTED], Raytheon is authorized rent free use on a non-interference use of the equipment listed below for utilization on JLENS Fire Control Radar Prime Contract DASG60-98-C-0001 for the period from 19 April 2007 through 30 September 2011.

(b)(3)(A)  
(i)&Title 10  
Sec 130 (a)  
(b)

[REDACTED]

(b)(3)(A)  
(i)&Title 10  
Sec 130 (a)(b)

[REDACTED]

(b)(3)(A)  
(i)&Title 10  
Sec 130 (a)(b)

[REDACTED]

(b)(3)(A)  
(i)&Title 10  
Sec 130 (a)(b)

Hereby added in Mod P00148 for tracking purposes:

Originated in Basic Contract:

Government Furnished Equipment - Spiral 1

20 Jun 03 1 List

(Spiral 1 Equipment Transferred to Government

25 Mar 07\* 34 pages

Contract DASG60-00-C-0091, DD Form 1149 (attached)

(Revised 21 Nov 07)\* 34 pages

Ship to address:

[REDACTED]

(b)(3)(A)(i)&Title 10  
Sec 130 (a)(b)

(b)(3)(A)

\*NOTE: Items 1-1060 transferred to Contract DASG60-00-C-0091 per revised GFE list dated 21 Nov 07. Items 1061 - 1116 GFE items retained on Contract DASG60-98-C-0001 for Spiral 2 per GFE list dated 25 Mar 07.

CLIN 0021

JLENS Simulation Support  
SOW dated 28 January 2008

28 January 2008

2 pages

Simulation Support Tasks  
(Added per Mod P00153)

(b)(3)(A)  
(i)&Title 10  
Sec 130 (a)(b)

CLIN 0025

JLENS Integrated Fire Control Demonstration Program  
Statement of Work, Revision 3  
(Added per Modification P00165)

14 Jan 08

3

JLENS Integrated Fire Control Demonstration Program  
Program and Technical Clarification Description,  
incorporated herein by reference  
(Added per Modification P00165)

25 Jul 08

17

Contract Data Requirements List (DD Form 1423)  
Exhibit B, Data Items Nos. B001 through B004, with  
Data Item Descriptions  
(Added per Modification P00165)

16 Oct 07

19

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)  
(End of Summary of Changes)

)  
)  
)  
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**JLENS**  
**SOFTWARE SOURCE CODE SPECIFICALLY NEGOTIATED LICENSE**  
**Per DFARS Clause 252.227-7014(b)(4)**  
**LICENSE NUMBER JLENS-SWLA-01**

This Specifically Negotiated License Agreement ("License") is entered into as of the 4<sup>th</sup> day of September, 2008 (the "Effective Date"), by and between Raytheon Company (including its subsidiary Raytheon [REDACTED], a corporation organized and existing under the laws of the State of Delaware, [REDACTED] (hereinafter referred to as "Raytheon"), [REDACTED] a Limited Liability Partnership having offices at [REDACTED] hereinafter collectively referred to as "Licensors" and the Program Executive Office, Missiles and Space (PEO MS), hereinafter collectively referred to as "Licensee", represented by the Space and Missile Defense (SMDC) Contracting Officer.

(b)(3)(A)  
(i)&Title 10  
Sec 130 (a)(b)

1. Definitions.

- (a) "Licensed Field" means the United States Government Joint Land Attack Cruise Missile Defense Elevated Netted Sensor (JLENS) System Design and Demonstration DASG60-98-C-0001 ("JLENS Contract") and any follow-on JLENS contracts, unless otherwise agreed upon.
- (b) "Licensed Source Code" is hereafter defined as source code written in programming languages in a form intelligible to trained programmers and capable of being translated into object code or executable code for operation on computer equipment through compiling or assembly and that is delivered or otherwise provided under CDRL B023 of the JLENS SDD contract (DASG60-98-C-0001) and that are subject to Restricted Rights in the JLENS SDD contract, (Restricted Rights Software). It also includes any Licensed Source Code documentation (to which the Government does not already have license rights) to be supplied with the Licensed Source Code and that are subject to Restricted Rights in the JLENS Contract, (Restricted Rights Software Documentation).
- (c) "Proprietary Information" means information which is confidential or proprietary to or trade secrets of the Licensors and which the Licensors wish to protect from public disclosure. Proprietary Information includes, without limitation, all information disclosed at any time before, after, or at the time of execution of this License by the Licensors relating to the Restricted Rights Software and / or Restricted Rights Software Documentation (including without limitation any specifications, designs, techniques or processes used in creating the Restricted Rights Software); and any other confidential information or trade secrets which have been or shall be disclosed between the parties relating to the Licensors' products, marketing and sales plans, financial status, product development plans, strategies and the like.

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2. License of Software; Scope of Licenses.

(a) In addition to the Government's Restricted Rights in Licensed Source Code developed exclusively at private expense and required to be delivered or otherwise furnished under the JLENS SDD contract and Unlimited Rights in computer software documentation required to be delivered under the JLENS Contract, the Licensors hereby grant to Licensee (PEO MS) a non-exclusive, non-transferable, worldwide, paid-up non-royalty bearing License in the Licensed Field to use Licensed Source Code for the purposes of Independent Verification and Validation (IV&V) and other systems analysis purposes as defined in this License for the JLENS Contract; only and for no other purpose during the time that this License remains in effect subject to the terms and conditions of this Agreement.

(b) Raytheon Licensed Source Code will be provided directly to Licensee by Raytheon. Raytheon [REDACTED] Licensed Source Code will be provided directly to Licensee without transmittal through Raytheon. (b)(3)(A)  
(i)&Title 10  
Sec 130 (a)(b)

(c) The Licensee is entitled, upon entering into this Licensing Agreement, to utilize the Licensor's Licensed Source Code (and associated Restricted Rights Source Code Documentation) provided under this License solely for the following purposes:

- 1) Examination of Licensed Source Code as required to perform JLENS SDD Software IV&V.
- 2) Examination of Licensed Source Code as required to perform JLENS SDD system analysis and performance assessment.
- 3) Examination of Licensed Source Code as required to verify implementation of JLENS SDD system requirements.
- 4) Examination of Licensed Source Code as required to assess JLENS SDD algorithms.
- 5) Development of independent models and simulations of JLENS software; the independent models and simulations will support an independent government assessment.
- 6) Examination of Licensed Source Code as required to verify implementation of JLENS SDD safety critical software.
- 7) Examination of Licensed Source Code as required to verify compliance with design documentation and coding standards for the JLENS SDD system including, but not limited to, processor throughput and memory consumption/loading under high data bandwidth conditions and computer communications infrastructure limitations under loaded conditions.

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- 8) Instrumentation of the Licensed Source Code for the purpose of collecting data during tests of the JLENS system.
- 9) Analysis of Licensed Source Code when stressed under conditions predicted when the JLENS SDD configuration is netted into air defense architectures.

(d) The Licensee, upon entering into this Licensing Agreement and in exchange for the entitlements above, agrees to the following obligations:

- 1) The Licensee may not use or distribute this Licensed Source Code in any form (including reverse engineered design artifacts and/or design documentation) to other government or commercial programs for the purposes of the development of other government or commercial programs.
- 2) The Licensee may distribute the Licensed Source Code only to personnel assigned to or under obligation of confidentiality to the JLENS Product Office, including contractor personnel (in accordance with the requirements of Para (e) below), with a "need to know" to perform their tasks on the JLENS SDD System. The Licensee may not grant rights to the Licensed Source Code that are broader than those provided by this License. For example, the Licensee may not distribute the Licensed Source Code under terms that would permit other government or commercial use.
- 3) The Licensee may not remove or obscure any copyright, restricted right, proprietary right, limited right, or other restrictive markings from the Licensed Source Code, except as specified in DFARS clauses 252.227-7013(h) and 252.227-7014(h).
- 4) The Licensee may not use the Licensed Source Code to derive engineering / design artifacts for the purposes of re-engineering code (reverse engineering).
- 5) The Licensee must include a verbatim copy of this License with all distributions to JLENS program personnel.
- 6) The Licensee can only use Licensed Source Code to aid the development of any software programs that are designed to be used by, or in conjunction with JLENS in accordance with requirements of Para 2(c) above.
- 7) Other than modifications that the Licensee may need to make to the Licensed Source Code to support the Independent Verification and Validation (IV&V) and other systems analysis as contemplated by the License, the Licensee may only modify the Licensed Source Code or

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create derivative works therefrom after requesting and receiving consent in writing from the Licensor. If such consent is granted, the Licensee will cause the modified files to carry prominent notices describing the Licensee changes and the date of such changes and the Licensee modified Licensed Source Code will not be used during any test conducted by the Licensors, or during any field system test activity supported by Raytheon leading to JLENS orbit acceptance.

- 8) The Licensee shall not make, have made, or permit Government employees or third parties, to make any copies or verbal or media translations of the Licensed Source Code, in whole or in part, for any reason other than as provided in this License. Licensee shall not use, disclose, sell, transfer or copy the Licensed Source Code or any portion thereof, other than as expressly permitted in this License.
- (e) During the term of this License, the Licensee shall not release or disclose the Licensed Source Code to any other non-Government Party unless:
- 1) The third party recipient is a Licensee contractor receiving access to the Licensed Source Code for performance of a Licensee contract that contains the DFARS clause 252.227-7025, Limitations on the Use or Disclosure of Government Furnished Information Marked with Restrictive Legends in effect as of the Effective Date of this Agreement; or
  - 2) Prior to release or disclosure of the Licensed Source Code to a third party recipient pursuant to the terms of this Agreement, the Licensee shall require the intended third party recipient to execute a use and non-disclosure agreement as specified in DFAR 227.7103-7 in effect as of the Effective Date of this Agreement. This non-disclosure agreement shall be directly between the third party and whichever of the Licensor's parties has proprietary rights to the Licensed Source Code in question.
  - 3) The Licensee shall, within five (5) business days, provide written notice to the Licensors of the names of any third parties to whom the Licensed Source Code is released or disclosed pursuant to (i) or (ii) above.
- (f) All Licensed Source Code rights under this agreement shall expire after contract completion, at which time the Licensee must either return all copies of the Licensed Source Code to Licensors or certify to Licensors that all copies including modifications made thereto by Licensee of the Licensed Source Code have been destroyed, unless otherwise agreed upon. The Licensee shall not make, have made, or permit its employees or third parties to make any copies or verbal or media translations of the Licensed Source Code, in whole or in part, for any reason other than as provided in this License. The Licensee shall not use,

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) disclose, sell, transfer or copy the Licensed Source code or any portion thereof, other than as expressly permitted in this License.

(g) To the extent that the Licensee does not have greater license rights, the Licensee is granted the right to utilize the Licensed Source Code Documentation in connection with its use of the Licensed Source Code. The Licensee may make additional copies of the Licensed Source Code Documentation for the purpose of supporting Licensee's use of the Licensed Source Code under this License Agreement.

(h) Nothing in this License abrogates any of the protections afforded to the Government or Licensors under DFARS 252.227-7014.

(i) All rights not explicitly listed in this agreement are reserved to the Licensors.

### 3 Fees.

The Licensors hereby waive the normally intended License Fee for use of the Licensed Source Code. This License is granted free of charge to the Licensee for the purposes stated herein.

### 4. Proprietary Information.

) The Parties acknowledge that, in the course of performing their respective obligations hereunder, it will be necessary for the Licensors to disclose to Licensee Proprietary Information including, but not limited to, the Licensed Source Code including appropriate Licensed Source Code Documentation. Licensee shall hold such Proprietary Information in confidence and not make any use of the Proprietary Information nor disclose it or permit it to be disclosed to its employees, representatives, subcontractors or any other third party except as permitted by this License. Nothing in this License shall be interpreted as placing any obligation of confidence and non-use on Licensee with respect to any Proprietary Information that can be demonstrated to have been in the public domain as of the Effective Date or comes into the public domain during the term of this License through no fault of Licensee; or can be demonstrated to have been independently developed or development was funded in whole or in part by Licensee; or is rightfully received by Licensee from a third party not under an obligation of confidence.

### 5. Default and Termination.

(a) Upon the occurrence of any of the following events, a Party (the "Defaulting Party") shall be in default under this License:

- 1) The Defaulting Party commits a material breach in the performance of any obligations or covenants under this Agreement and does not cure such

)  
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breach within sixty (60) days after the date of written notice from the non-Defaulting Party.

- 2) Any representation or warranty made by the Defaulting Party hereunder is breached and remains uncured for sixty (60) days after the date of written notice from the non-Defaulting Party.
- 3) The Licensee is in violation of its obligations regarding the use and/or disclosure of the Licensed Source Code.

(b) If any default occurs and is not cured within any applicable period specified above, the non-Defaulting Party may employ any remedy then available to it under Federal law.

(c) In the event of termination of this Agreement as a result of default by the Licensee or automatic termination on conclusion of the JLENS Contract, all rights and Licenses granted hereunder by the Licensors shall cease and be terminated immediately as of the effective date of the termination and Licensee shall immediately cease all further use of Proprietary Information.

6. Assignment.

Except as specifically allowed in this Agreement, Licensee shall not assign this Agreement, or any of the rights granted to Licensee pursuant to this Agreement, and this Agreement and such rights shall not pass to any other person or entity by operation of law or otherwise. Any purported transfer of this Agreement by Licensee shall be void and have no force and effect, shall be a default under this Agreement, and shall void all rights granted to the Licensee hereunder. The Licensors, with prior approval of Licensee, which will not be unreasonably withheld, may assign this agreement to a successor to all or substantially all of the business of the Licensors to which this Agreement relates.

7. Effectiveness of License.

This License shall be effective (04 Sep 08) on the date the last of the following conditions have been satisfied: this License has been completed and executed by duly authorized representatives of the Licensors and Licensee.

8. Notices.

All notices and other communications pertaining to this Agreement shall be in writing and shall be deemed to have been given if: (i) personally delivered to the other party; or (ii) sent by the United States Postal Service certified mail, return receipt requested, postage prepaid or by Federal Express, United Parcel Service or other nationally recognized overnight carrier, and shall be deemed to have been given and received on the date so received by the Party to which said communication is so directed. A receipt

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evidencing delivery of certified or registered mail shall constitute evidence of receipt. All notices or communications between the parties shall be sent to the addresses as set forth below. Any Party may change its notification address by giving written notice to that effect to the other Party in the manner provided herein. Any notice requiring prompt action shall be contemporaneously sent by facsimile transmission or electronic mail.

9. Severability.

If any portion of this Agreement is held invalid, such invalidity shall not affect the validity of the remaining portions of the Agreement, and the parties will substitute for any such invalid portion hereof a provision which best approximates the effect and intent of the invalid provision.

10. Waiver.

Any waiver by either Party of a breach of any provision of this Agreement shall not operate as or be construed to be a waiver of any other breach of such provision or of any breach of any other provision of this Agreement. The failure of a Party to insist upon strict adherence to any term of this Agreement on one or more occasions shall neither be considered a waiver nor deprive that Party of any right thereafter to insist upon strict adherence to that term or any other term of this Agreement. Any waiver must be in writing and signed by the Party to be charged therewith.

11. Entire Agreement.

This Agreement, together with Contract DASG60-98-C-0001, are intended as the complete and exclusive statement of the agreement between Licensee and the Licensors with respect to the subject matter hereof, and supersede all prior agreements and negotiations related thereto.

12. Construction and Jurisdiction.

This License shall be governed by and construed in accordance with applicable federal laws and regulations of the United States of America.

13. Counterparts.

Provided that all Parties hereto execute a copy of this Agreement, this License may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Executed copies of this License may be delivered by facsimile transmission or other comparable means.

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14. Force Majeure.

The Parties shall not be required to perform any term, condition, or obligation in this License so long as such performance is delayed or prevented by force majeure, which shall include, but not be limited to, acts of God, acts of a foreign government, war, riot, fires, epidemics or other similar causes beyond a Party's reasonable control.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed in duplicate originals by their duly authorized representatives.

**RAYTHEON COMPANY**

**UNITED STATES GOVERNMENT**

By: [REDACTED]  
Name: [REDACTED]  
Title: [REDACTED]

By: [REDACTED]  
Name: [REDACTED]  
Title: [REDACTED]

(b)(6)  
(b)(6)  
(b)(6)

**TCOM**

[REDACTED]  
By: [REDACTED]

(b)(6)  
(b)(6)  
(b)(6)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT CODE V	PAGE OF PAGES 1   2
2. AMENDMENT/MODIFICATION NO. <b>POO167</b>		3. EFFECTIVE DATE <b>18 SEP 08</b>		4. REQUISITION/PURCHASE REQ. NO.	
4. ISSUED BY US ARMY OFFICE BANGOR DEFENSE COMMAND <b>(b)(6)</b>		CODE VAB113M		7. ADMINISTERED BY (If other than item 4) DCMARUTHEIN SHAPPE HILL DRIVE MS TFFZ TENNESSEE ARMY DEPT	
5. PROJECT NO. (If applicable)		CODE S2205A			
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) RAYTHEON COMPANY RIDGEMILL ST. ANDOVER MA 02002-4400				9A. AMENDMENT OF SOLICITATION NO.	
				9B. DATED (SEE ITEM 11)	
CODE 05716				X 10A. MOD. OF CONTRACT/ORDER NO. DCA 001-0001	
FACILITY CODE				X 10B. DATED (SEE ITEM 13) 30-Jan-1995	
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The base and description for receipt of O&A <input type="checkbox"/> is amended, <input type="checkbox"/> is not amended. <input checked="" type="checkbox"/> Offer must acknowledge receipt of this amendment prior to the hour and date specified in the advertisement or as amended by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of this amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment number. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. By virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram letter, provided such telegram letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT ORDERS IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 41.103(B).					
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF FAR 82.232-22, "Limitation of Funds"					
D. OTHER (Specify type of modification and authority)					
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return 1 copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: <b>(b)(6)</b> To incrementally fund SubCLIN 0017744 in the amount of \$1,195,000. <span style="float: right;">(b)(6)</span>					
Exempt as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as herein changed, amended or changed and in all docs and other.					
15A. <b>(b)(6)</b>		15B. <b>(b)(6)</b>		15C. DATE SIGNED <b>9-18-08</b>	
15D. <b>(b)(6)</b>		15E. <b>(b)(6)</b>		15F. DATE SIGNED <b>18 Sep 08</b>	
EXCEPTION TO SF 30 APPROVED BY OIRM 11-44		30-105-04		STANDARD FORM 30 (Rev. 10-83) Prescribed by GSA FAR (48 CFR) 53.243	

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SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by \$1,195,000.00 from \$889,592,365.52 to \$890,787,365.52.

SUBCLIN 0017AA:

KT: 21 8 2040 5L 5L68 P172419E555L 255Y 4M8J710600 S01021 4M8J710600/84MJLE/4M5 was increased by \$1,000,000.00 from \$384,459,200.00 to \$385,459,200.00

KU: 21 7 2040 5L 5L68 P172419E555L 255Y 4M7J730000 S01021 4M7J730000/74MJLE/4M was increased by \$195,000.00 from \$2,008,183.00 to \$2,203,183.00

Target Cost, Target Fee, and Total for the above [redacted] is distributed as follows:

(b)(4)

Target Cost	[redacted]	of cost and [redacted] facilities capital cost of money)
Target Fee	[redacted]	
Total	\$1,195,000	

Paragraph G-6, IMPLEMENTATION OF AND EXPLANATION OF THE RELATIONSHIP OF THE LIMITATION OF FUNDS (LOF) CLAUSE TO FEE OBLIGATIONS, subparagraph c., is revised to read as follows:

SUBCLIN 0017AA :

	<u>PRIOR</u>	<u>THIS MODIFICATION</u>	<u>CUMULATIVE TOTAL*</u>
(1) Amount Required for Full Funding, Including Fee:	\$ 1,435,356,253	\$ 0	\$ 1,435,356,253
(2) Amount Allotted Under the LOF Clause for Payment of Costs:	[redacted]	[redacted]	[redacted]
(3) Amount Separately Obligated for Payment of Fee:	[redacted]	[redacted]	[redacted]
(4) Total Amount Allotted and Obligated:	\$ 677,393,034	\$ 1,195,000	\$ 678,588,034
(5) Net Amount Required for Full Funding	\$ 757,963,219	(\$1,195,000)	\$ 756,768,219

(b)(4)

\* These figures take into consideration the negotiated total value of SubCLIN 0017AA (This does not include SubCLIN 17AH).

The following is an update to Modification P00164 showing a summary of funding by ACRN through Modification P00167:

<u>ACRN</u>	<u>FUNDING</u>
AA	440,100.00
AB	2,298,235.00
AC	17,832,987.00

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AD	0.00
AE	7,500,000.00
AF	3,300,000.00
AG	17,192,400.00
AH	700,000.00
AJ	200,000.00
AK	85,000.00
AL	45,000.00
AM	17,045,000.00
AN	5,800.00
AP	20,779,000.00
AQ	105,000.00
AR	35,000.00
AS	0.00
AT	6,984,678.52
AU	7,970,000.00
AV	0.00
AW	100,000.00
AX	3,396,000.00
AY	550,000.00
AZ	19,412,000.00
BA	24,527,878.00
BB	146,000.00
BC	72,000.00
BD	85,000.00
BE	100,000.00
BF	100,000.00
BG	1,975,321.00
BH	38,018,908.00
BJ	8,023,110.00
BK	260,000.00
BL	0.00
BM	125,000.00
BN	103,000.00
BP	10,352,348.00
BU	350,000.00
BV	9,000.00
BW	84,896,852.00
BX	1,146,000.00
BY	3,880,000.00
BZ	190,000.00
KL	118,250.00
KM	192,793,000.00
KN	0.00
KQ	92,811.00
KR	0.00
KS	0.00
KT	385,632,998.00
KU	2,203,183.00
KV	65,000.00

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KW	20,000.00
KX	60,000.00
KY	25,000.00
KZ	25,000.00
LA	13,508.00
LB	12,500.00
LC	200,000.00
LD	7,943,848.00
LE	1,173,850.00
LF	10,000.00
LG	62,000.00

The following is an update to Modification P00164 showing a summary of funding by CLIN by ACRN through Modification P00167:

<u>CLIN</u>	<u>ACRN</u>	<u>FUNDING AMT</u>	<u>CLIN TOTAL</u>
CLIN 0001	AA	440,100.00	
CLIN 0001	AD	0.00	
			<u>440,100.00</u>
CLIN 0003	AB	2,298,235.00	
CLIN 0003	AC	17,832,987.00	
CLIN 0003	AD	0.00	
CLIN 0003	AE	7,500,000.00	
CLIN 0003	AF	3,300,000.00	
CLIN 0003	AG	17,192,400.00	
CLIN 0003	AH	700,000.00	
CLIN 0003	AM	17,045,000.00	
CLIN 0003	AN	5,800.00	
CLIN 0003	AP	20,779,000.00	
CLIN 0003	AS	0.00	
CLIN 0003	AT	6,984,678.52	
CLIN 0003	AW	100,000.00	
CLIN 0003	AY	550,000.00	
			<u>94,288,100.52</u>

001557

CLIN 0005	BA	24,527,878.00
CLIN 0005	BB	146,000.00
CLIN 0005	BC	72,000.00
CLIN 0005	BD	85,000.00
CLIN 0005	BE	100,000.00
CLIN 0005	BF	100,000.00
CLIN 0005	BG	1,975,321.00
CLIN 0005	BH	38,018,908.00
CLIN 0005	BL	0.00
CLIN 0005	BZ	0.00
		<u>65,025,107.00</u>
CLIN 0007AA	BP	10,352,348.00
		<u>10,352,348.00</u>
CLIN 0009AA	AQ	45,106.00
CLIN 0009AA	AV	0.00
CLIN 0009AA	BK	256,545.00
CLIN 0009AA	BM	125,000.00
CLIN 0009AA	BN	21,315.00
		<u>447,966.00</u>
CLIN 0009AB	AJ	200,000.00
CLIN 0009AB	AK	85,000.00
CLIN 0009AB	AL	45,000.00
CLIN 0009AB	AQ	59,894.00
CLIN 0009AB	AR	35,000.00
CLIN 0009AB	BK	3,455.00
CLIN 0009AB	BN	81,685.00
CLIN 0009AB	BU	350,000.00
CLIN 0009AB	BV	9,000.00
		<u>869,034.00</u>
CLIN 0013	AU	7,970,000.00
CLIN 0013	AX	3,396,000.00
CLIN 0013	AY	0.00
CLIN	AZ	19,412,000.00

001558

CLIN 0021AB	KV	0.00	
CLIN 0021AB	LB	0.00	
CLIN 0021AB	KX	0.00	
CLIN 0021AB	KY	0.00	
			<u>0.00</u>
CLIN 0021AC	KZ	0.00	
CLIN 0021AC	LA	0.00	
			<u>0.00</u>
CLIN 0022	KW	0.00	
			<u>0.00</u>
CLIN 0023	KX	60,000.00	
CLIN 0023	KY	25,000.00	
CLIN 0023	KV	65,000.00	
CLIN 0023	LB	12,500.00	
CLIN 0023	LF	10,000.00	
			<u>172,500.00</u>
CLIN 0024	LA	13,508.00	
CLIN 0024	LG	62,000.00	
CLIN 0024	KZ	25,000.00	
CLIN 0024	KW	20,000.00	
			<u>120,508.00</u>
CLIN 0025	LE	1,173,850.00	
			<u>1,173,850.00</u>

(End of Summary of Changes)

001559

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE	PAGE OF PAGES
				V	1   11
2. AMENDMENT/MODIFICATION NO. <b>P00168</b>	3. EFFECTIVE DATE <b>25 SEP 08</b>	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)		
6. ISSUED BY US ARMY (SPACE & MISSILE DEFENSE COMMAND) HUNTSVILLE AL 3	CODE <b>WB113M</b>	7. ADMINISTERED BY (Whether than item 6) DCMA RAYTHEON 50 APPLE HILL DRIVE MSB T2FR2 TEMPLE HILLY MA 01028		CODE	<b>92205A</b>
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) RAYTHEON COMPANY 380 LONNELL ST. ANDOVER MA 01910-4620				9A. AMENDMENT OF SOLICITATION NO.	
				9B. DATED (SEE ITEM 11)	
				X 10A. MOD. OF CONTRACT/ORDER NO. DABGR-08-C-0001	
				X 10B. DATED (SEE ITEM 13) 30-Jan-1998	
CODE 05716				FACILITY CODE	
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 6 and 15, and returning _____ copies of this amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided such telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).					
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Changes Clause					
D. OTHER (Specify type of modification and authority)					
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: _____ To issue a change order in the not-to-exceed (NTE) amount of \$7,059,200, inclusive of cost and fee, for initiation of effort related to the following five (5) elements of Revision A to the JLENS Performance Specification, MBS-PRF-59828, dated June 27, 2008: (1) _____ (b)(6) (b)(3)(A) (b)(6) (b)(3)(A) (i)&Title 10 Sec 130 (a)(b) (2) Clerical Clarification Document Update, (3) Drop Shock (6" Flat Drop Analysis), (4) Interface Change Proposal (ICP), and (5) Mechanical Shock Indicators. The remaining two (2) elements, LRU Drop in Shipping Containers and Voice Recording Playback, will be addressed prior to defrization of this change order. The period of performance for this effort is 01 October 2008 through 31 December 2010.					
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remain unchanged and in full force and effect.					
15A. _____	16A. NAME AND ADDRESS OF CONTRACTOR UNITED STATES OF AMERICA				16C. DATE SIGNED 25 Sep 08 (b)(6) (b)(3)(A) (i)&Title 10 Sec 130 (a)(b)
(Signature of person authorized to sign) 9-25-08		(Signature of Contracting Officer)			

EXCEPTION TO SF 30  
APPROVED BY OIRM 11-84

30-105-04

STANDARD FORM 30 (Rev. 10-83)  
Prescribed by GSA  
FAR (48 CFR) 53.243

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SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

1. SECTION A - SOLICITATION/CONTRACT FORM

The total cost of this contract was increased by \$7,059,260.00\* from \$1,657,442,849.00 to \$1,664,502,109.00.

\*NOT-TO-EXCEED (NTE) AMOUNT, INCLUSIVE OF COST AND FEE, PENDING DEFINITIZATION OF THIS MODIFICATION. THIS NTE AMOUNT IS SUBJECT TO DOWNWARD NEGOTIATION ONLY.

2. SECTION B - SUPPLIES OR SERVICES AND PRICES

SUBCLIN 0017AA

The target cost has increased by [redacted] from [redacted] to [redacted]  
The target profit/fee has increased by [redacted] from [redacted] to [redacted]

(b)(4)

The total cost of this line item has increased by \$7,059,260.00\* from \$1,435,356,253.00 to \$1,442,415,513.00.

This includes a target cost of [redacted] of cost and [redacted] facilities capital cost of money) and a target fee of [redacted] which is [redacted] of target cost less facilities capital cost of money.

(b)(4)

\*NOT-TO-EXCEED (NTE) AMOUNT, INCLUSIVE OF COST AND FEE, PENDING DEFINITIZATION OF THIS MODIFICATION. THIS NTE AMOUNT IS SUBJECT TO DOWNWARD NEGOTIATION ONLY.

The following Section B clauses are hereby revised:

B-17. INCENTIVE FEE FOR SUBCLIN 0017AA/CLIN 0018 (SEE H-19):

In accordance with FAR 52.216-7, entitled "Allowable Cost and Payments", and FAR 52.216-10, entitled "Incentive Fee", the total amount for reimbursement of cost and fee for performance under SubCLIN 0017AA/CLIN 0018 are set forth below:

Target Cost [redacted]  
Target Fee [redacted]

(b)(4)

Incentive Arrangement: Maximum Fee: [redacted]  
Minimum Fee: [redacted]

(Share Ratio: Government/Contractor)

Underrun: [redacted] for the amount by which the total allowable cost is less than the target cost until maximum fee is attained.

(b)(4)

Overrun: [redacted] for the amount by which the total allowable cost exceeds the target cost until minimum fee is attained.

FAR 52.216-10, INCENTIVE, paragraph (e)(1), is stated as follows:

(e) Fee Payable.

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(1) The fee payable under this contract shall be the target fee increased by [redacted] for every dollar that the total allowable cost is less than the target cost or decreased by [redacted] for every dollar that the total allowable cost exceeds the target cost. In no event shall the fee be greater than [redacted] or less than [redacted] the target cost. (b)(4)

B-18. TARGET COST, TARGET FEE, MINIMUM INCENTIVE FEE, MAXIMUM INCENTIVE FEE, AND INCENTIVE ARRANGEMENT FOR SUBCLIN 0017AA/CLIN 0018:

SUBCLIN 0017AA - (Two SDD JLENS Systems)

- a. Target cost: [redacted]
- b. Target fee: [redacted]
- c. Minimum incentive fee: [redacted]
- d. Maximum incentive fee: [redacted]
- e. Total target cost and target fee: [redacted]

(b)(4)

\*THIS AMOUNT INCLUDES A NOT-TO-EXCEED (NTE) AMOUNT OF \$7,059,260, INCLUSIVE OF COST AND FEE, PENDING DEFINITIZATION OF THIS MODIFICATION. THIS NTE IS SUBJECT TO DOWNWARD NEGOTIATION ONLY.

3. SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by \$400,000.00 from \$850,669,255.52 to \$851,069,255.52.

890,787,365.52 to 891,187,365.52  
SUBCLIN 0017AA:

LH: 21 8 2040 5L 5L68 P172419E555L 255Y 4M8J733800 S01021 4M8J733800/84MJLE/4M5 was increased by \$400,000.00 from \$0.00 to \$400,000.00

The contract ACRN LH has been added.

Target Cost, Target Fee, and Total for the above \$400,000 is distributed as follows and includes a target cost of [redacted] of cost and [redacted] facilities capital cost of money) and a target incentive fee [redacted] which is [redacted] of target cost less facilities capital cost of money. (b)(4)

Target Cost	[redacted]
Target Fee	[redacted]
Total	\$400,000

Paragraph G-6, IMPLEMENTATION OF AND EXPLANATION OF THE RELATIONSHIP OF THE LIMITATION OF FUNDS (LOF) CLAUSE TO FEE OBLIGATIONS, subparagraph c., is revised to read as follows:

SUBCLIN 0017AA :

<u>PRIOR</u>	<u>THIS MODIFICATION</u>	<u>CUMULATIVE TOTAL*</u>
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001562

(1) Amount Required for Full Funding, Including Fee:	\$ 1,435,356,253	\$ 7,059,260	\$ 1,442,415,513**
(2) Amount Allotted Under the LOF Clause for Payment of Costs:	[REDACTED]	[REDACTED]	[REDACTED] (b)(4)
(3) Amount Separately Obligated for Payment of Fee:	[REDACTED]	[REDACTED]	[REDACTED]
(4) Total Amount Allotted and Obligated:	\$ 678,588,034	\$ 400,000	\$ 678,988,034
(5) Net Amount Required for Full Funding	\$ 756,768,219	\$ 6,659,260	\$ 763,427,479

\* These figures take into consideration the negotiated total value of SubCLIN 0017AA (This does not include SubCLIN 17AH).

\*\* THIS AMOUNT INCLUDES A NOT-TO-EXCEED (NTE) AMOUNT OF \$7,059,260, INCLUSIVE OF COST AND FEE, PENDING DEFINITIZATION OF THIS MODIFICATION. THIS NTE IS SUBJECT TO DOWNWARD NEGOTIATION ONLY.

4. SECTION H – SPECIAL CONTRACT REQUIREMENTS is changed as follows:

Paragraph H-10, INCREMENTAL FUNDING OF THE CONTRACT, subparagraph c., is revised as follows:

c. Pursuant to the LIMITATION OF FUNDS clause, the sum of \$678,988,034 is presently allotted to CLIN 0017AA and available for payment to cover the work to be performed hereunder .

Paragraph H-19, INCENTIVE FEE STRUCTURE AND PAYMENT FOR CLIN 0017, SYSTEM DEVELOPMENT AND DEMONSTRATION (SDD), subparagraphs a. and b., are revised as follows:

a. General.

SubCLIN 0017AA, System Development and Demonstration (SDD), is a cost-plus-incentive-fee (CPIF) Line Item with cost and schedule incentives as described below. Paragraph H-19(b) applies only to the Cost Incentive and Paragraph H-19(c) applies only to the Schedule Incentive. The contract price amount of \$1,442,415,513\* includes a target cost of [REDACTED] (which includes [REDACTED] of cost and [REDACTED] of facilities capital cost of money) and a target incentive fee [REDACTED] which [REDACTED] target cost less facilities capital cost of money. (b)(4)

\* THIS AMOUNT INCLUDES A NOT-TO-EXCEED (NTE) AMOUNT OF \$7,059,260, INCLUSIVE OF COST AND FEE, PENDING DEFINITIZATION OF THIS MODIFICATION. THIS NTE IS SUBJECT TO DOWNWARD NEGOTIATION ONLY.

b. Cost Incentive.

(1) The target fee payable under SubCLIN 0017AA is [REDACTED] of the target cost less facilities capital cost of money [REDACTED] an amount equal to [REDACTED]

(2) The maximum fee payable under SubCLIN 0017AA is [REDACTED] of the target cost less facilities capital cost of money [REDACTED] an amount equal to [REDACTED] (b)(4)

(3) The minimum fee payable under SubCLIN 0017AA is [REDACTED] of the target cost less facilities capital cost of money [REDACTED] an amount equal to [REDACTED]

(4) Fee will be adjusted for actual cost that is less than or more than the target cost stated above using a share ratio of [REDACTED] Government / Contractor for actual costs less than the target cost, and a ratio of [REDACTED] Government / Contractor for actual costs greater than the target cost range applied according to Paragraph H-19(c)(1).

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(5) Nothing stated in this clause shall take precedence over the clause 52.216-10 - Incentive Fee contained in this contract.

#### 5. SECTION J - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

The following have been modified:

<u>TITLE</u>	<u>DATE</u>	<u># OF PAGES</u>	
Contract Security Classification Specification (DD Form 254) REVISION 10 (P00149) DD 254 Mailed via US Postal Service. NOTE: Last Revision see P00106 Rev. 8 (Rev. 9 deleted)	26 Dec 2007	11	
JLENS Software Source Code Specifically Negotiated License, 04 Sep 08 License Number JLENS-SWLA-01 (Added per Modification P00166)		8	
<u>CLIN 0017:</u> JLENS System Development and Demonstration (SDD) Program Statement of Work (Revised by Incorporating CSDR Plans dated 20 Febr 2007 in Appendix C per Modification P00136)	30 Nov 06 - Revised 20 Feb 07	37	
DTRA [REDACTED]	March 08	1	(b)(3)(A) (i)&Title 10 Sec 130 (a)(b)
Contract Data Requirements List (DD Form 1423) Exhibit A with Distribution List & Data Item Nos. B001 through B062 (Replace Data Item Nos. B026 and B027, only Per Modification P00136) (Replace Data Item Nos. B048 and B049, only Per Modification P00143 & to add statement in Section A of Modification P00143) (Replace Data Item No. B033 only, per Modification P00161)	01 Dec 06  Revised 05 Apr 07 Revised 24 Oct 07  Revised 11 Jul 08	63   1	
*Added statement below to address weekends/Holidays: (In Mod P00143)	24 October 07		
*Per a mutual agreement between Raytheon and JLENS Product Office all Contract Data Requirements List (CDRL's) (DD Form 1423) are due on the next business day after the required due date if the due date falls on Saturday, Sunday or a Government Holiday. In addition, for any CDRL with a requirement to resubmit within 10 days or less after receipt of comments, where Raytheon receives the comments on a Friday, the timeframe for resubmittal will begin on the next business day. Statement added in Mod P00143 on 24 Oct. 2007.			
GFE/GFP/GFS List for SDD Replaced with Rev. B List **Add items below For record-keeping purposes (Per Mod P00143)	28 Nov 06 15 Oct 07 Revised 22 Oct 07	2 6	

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\*\*Per [REDACTED], Raytheon is authorized rent free use on a non-interference use of the equipment listed below for utilization on JLENS Fire Control Radar Prime Contract DASG60-98-C-0001 for the period from 19 April 2007 through 30 September 2011.

(b)(3)(A)  
(i)&Title 10  
Sec 130 (a)(b)

[REDACTED]

(b)(3)(A)  
(i)&Title 10 Sec  
130 (a)(b)

[REDACTED]

(b)(3)(A)  
(i)&Title 10  
Sec 130 (a)(b)

[REDACTED]

(b)(3)(A)  
(i)&Title  
10 Sec  
130 (a)(b)

Hereby added in Mod P00148 for tracking purposes

Originated in Basic Contract:

Government Furnished Equipment - Spiral 1	20 Jun 03	1 List
(Spiral 1 Equipment Transferred to Government	25 Mar 07*	34 pages
Form 1149 (attached)	(Revised 21 Nov 07)*	34 pages

[REDACTED]

(b)(3)(A)(i)&Title  
10 Sec 130 (a)(b)

\*NOTE: Items 1-1060 transferred to Contract DASG60-00-C-0091 per revised GFE list dated 21 Nov 07. Items 1061 – 1116 GFE items retained on Contract DASG60-98-C-0001 for Spiral 2 per GFE list dated 25 Mar 07.

<b>JLENS Performance Specification, MIS-PRF-55628, Revision A (Added by reference per Modification P00168)</b>	<b>27 Jun 08</b>	<b>136</b>
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<b>Annex A to the JLENS Performance Specification, MIS-PRF-55628, Revision A (Added by reference per Modification P00168)</b>	<b>27 Jun 08</b>	<b>10</b>
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CLIN 0021 JLENS Simulation Support SOW dated 28 January 2008	28 January 2008	2 pages
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Simulation Support Tasks (Added per Mod P00153)		(b)(3)(A)(i)&Title 10 Sec 130 (a)(b)
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CLIN 0025

JLENS Integrated Fire Control Demonstration Program Statement of Work, Revision 3 (Added per Modification P00165)	14 Jan 08	3
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JLENS Integrated Fire Control Demonstration Program	25 Jul 08	17
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Program and Technical Clarification Description,  
 incorporated herein by reference  
 (Added per Modification P00165)

Contract Data Requirements List (DD Form 1423)  
 Exhibit B, Data Items Nos. B001 through B004, with  
 Data Item Descriptions  
 (Added per Modification P00165)

16 Oct 07

19

6. The following is an update to Modification P00167 showing a summary of funding by ACRN through Modification P00168:

<u>ACRN</u>	<u>FUNDING</u>
AA	440,100.00
AB	2,298,235.00
AC	17,832,987.00
AD	0.00
AE	7,500,000.00
AF	3,300,000.00
AG	17,192,400.00
AH	700,000.00
AJ	200,000.00
AK	85,000.00
AL	45,000.00
AM	17,045,000.00
AN	5,800.00
AP	20,779,000.00
AQ	105,000.00
AR	35,000.00
AS	0.00
AT	6,984,678.52
AU	7,970,000.00
AV	0.00
AW	100,000.00
AX	3,396,000.00
AY	550,000.00
AZ	19,412,000.00
BA	24,527,878.00
BB	146,000.00
BC	72,000.00
BD	85,000.00
BE	100,000.00
BF	100,000.00
BG	1,975,321.00
BH	38,018,908.00
BJ	8,023,110.00
BK	260,000.00
BL	0.00
BM	125,000.00
BN	103,000.00

001566

BP	10,352,348.00
BU	350,000.00
BV	9,000.00
BW	84,896,852.00
BX	1,146,000.00
BY	3,880,000.00
BZ	190,000.00
KL	118,250.00
KM	192,793,000.00
KN	0.00
KQ	92,811.00
KR	0.00
KS	0.00
KT	385,632,998.00
KU	2,203,183.00
KV	65,000.00
KW	20,000.00
KX	60,000.00
KY	25,000.00
KZ	25,000.00
LA	13,508.00
LB	12,500.00
LC	200,000.00
LD	7,943,648.00
LE	1,173,850.00
LF	10,000.00
LG	62,000.00
LH	400,000.00

7. The following is an update to Modification P00167 showing a summary of funding by CLIN by ACRN through Modification P00168:

<u>CLIN</u>	<u>ACRN</u>	<u>FUNDING AMT</u>	<u>CLIN TOTAL</u>
CLIN 0001	AA	440,100.00	
CLIN 0001	AD	0.00	
			<u>440,100.00</u>
CLIN 0003	AB	2,298,235.00	
CLIN 0003	AC	17,832,987.00	
CLIN 0003	AD	0.00	
CLIN 0003	AE	7,500,000.00	
CLIN 0003	AF	3,300,000.00	
CLIN 0003	AG	17,192,400.00	
CLIN 0003	AH	700,000.00	
CLIN 0003	AM	17,045,000.00	
CLIN 0003	AN	5,800.00	
CLIN 0003	AP	20,779,000.00	
CLIN 0003	AS	0.00	
CLIN 0003	AT	6,984,678.52	

001567

CLIN 0003	AW	100,000.00	
CLIN 0003	AY	550,000.00	
			<u>94,288,100.52</u>
CLIN 0005	BA	24,527,878.00	
CLIN 0005	BB	146,000.00	
CLIN 0005	BC	72,000.00	
CLIN 0005	BD	85,000.00	
CLIN 0005	BE	100,000.00	
CLIN 0005	BF	100,000.00	
CLIN 0005	BG	1,975,321.00	
CLIN 0005	BH	38,018,908.00	
CLIN 0005	BL	0.00	
CLIN 0005	BZ	0.00	
			<u>65,025,107.00</u>
CLIN 0007AA	BP	10,352,348.00	
			<u>10,352,348.00</u>
CLIN 0009AA	AQ	45,106.00	
CLIN 0009AA	AV	0.00	
CLIN 0009AA	BK	256,545.00	
CLIN 0009AA	BM	125,000.00	
CLIN 0009AA	BN	21,315.00	
			<u>447,966.00</u>
CLIN 0009AB	AJ	200,000.00	
CLIN 0009AB	AK	85,000.00	
CLIN 0009AB	AL	45,000.00	
CLIN 0009AB	AQ	59,894.00	
CLIN 0009AB	AR	35,000.00	
CLIN 0009AB	BK	3,455.00	
CLIN 0009AB	BN	81,685.00	
CLIN 0009AB	BU	350,000.00	
CLIN 0009AB	BV	9,000.00	
			<u>869,034.00</u>
CLIN 0013	AU	7,970,000.00	
CLIN 0013	AX	3,396,000.00	
CLIN 0013	AY	0.00	
CLIN 0013	AZ	19,412,000.00	
CLIN 0013	BJ	8,023,110.00	
			<u>38,801,110.00</u>
CLIN 0017	BW	0.00	
CLIN 0017	KM	0.00	

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			<u>0.00</u>
CLIN 0017AA	BY	3,880,000.00	
CLIN 0017AA	BX	1,146,000.00	
CLIN 0017AA	BW	84,896,852.00	
CLIN 0017AA	BZ	0.00	
CLIN 0017AA	KM	192,793,000.00	
CLIN 0017AA	KN	0.00	
CLIN 0017AA	KQ	66,151.00	
CLIN 0017AA	KS	0.00	
CLIN 0017AA	KT	385,459,200.00	
CLIN 0017AA	KU	2,203,183.00	
CLIN 0017AA	KY	0.00	
CLIN 0017AA	LC	200,000.00	
CLIN 0017AA	LD	7,943,648.00	
CLIN 0017AA	LE	0.00	
CLIN 0017AA	LH	400,000.00	
			<u>678,988,034.00</u>
CLIN 0017AB	KL	118,250.00	
			<u>118,250.00</u>
CLIN 0017AC	BZ	190,000.00	
			<u>190,000.00</u>
CLIN 0017AD	KN	0.00	
CLIN 0017AD	KS	0.00	
			<u>0.00</u>
CLIN 0017AH	KT	173,798.00	
			<u>173,798.00</u>
CLIN 0020AA	KN	0.00	
CLIN 0020AA	KQ	26,660.00	
			<u>26,660.00</u>
CLIN 0021AA	KW	0.00	
			<u>0.00</u>
CLIN 0021AB	KV	0.00	
CLIN 0021AB	LB	0.00	
CLIN 0021AB	KX	0.00	
CLIN 0021AB	KY	0.00	
			<u>0.00</u>
CLIN 0021AC	KZ	0.00	

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CLIN 0021AC	LA	0.00	<u>0.00</u>
CLIN 0022	KW	0.00	<u>0.00</u>
CLIN 0023	KX	60,000.00	
CLIN 0023	KY	25,000.00	
CLIN 0023	KV	65,000.00	
CLIN 0023	LB	12,500.00	
CLIN 0023	LF	10,000.00	<u>172,500.00</u>
CLIN 0024	LA	13,508.00	
CLIN 0024	LG	62,000.00	
CLIN 0024	KZ	25,000.00	
CLIN 0024	KW	20,000.00	<u>120,508.00</u>
CLIN 0025	LE	1,173,850.00	<u>1,173,850.00</u>

(End of Summary of Changes)

001570

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

AMENDMENT/MODIFICATION NO. <b>P00169</b>	3. EFFECTIVE DATE <b>2 OCT 08</b>	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (if applicable) 1   11
6. ISSUED BY US ARMY SPACE & MISSILE DEFENSE COMMAND SMDC-ROC PO BOX 980 MUNTSVILLE AL <b>(b)(6)</b>	CODE <b>W0113M</b>	7. ADMINISTERED BY (if other than item 6) DCMA RAYTHEON 80 AFFLE HILL DRIVE M08 12FR2 TENNANTSBURY MA 01868	CODE <b>S2205A</b>

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) RAYTHEON COMPANY 280 LOWELL ST. ANDOVER MA 01810-4400	9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED (SEE ITEM 11)
	X 10A. MOD. OF CONTRACT/ORDER NO. <b>DA S680-98-C-0001</b>
	X 10B. DATED (SEE ITEM 13) <b>30-Jan-1988</b>

CODE **05718** FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer  is amended,  is not amended.

Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:  
 (a) By completing Items 8 and 13, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment number. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (if required)  
See Schedule

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT ORDERS  
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

- A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
- B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).
- X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Changes Clause; FAR 62.232-22, "Limitation of Funds" and Mutual Agreement
- D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor  is not,  is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
 Modification Control Number: [REDACTED]

1) To increase SubCLIN 0017AA in the amount of \$7,478 for new certification requirements relative to Contract Data Requirements List (CDRL) B026, Cost Data Summary Report DD Form 1921, and CDRL B027, Functional Cost-Hour and Progress Curve Report DD Form 1921-1, and submission of data to the Defense Cost and Resource Center (DCARC). 2) To provide incremental funding in the amount of \$7,478 for SubCLIN 0017AA. 3) To incorporate DFARS clause 252.225-7014 (Deviation No. 2008-00002) and Allamets 1 (Deviation No. 2008-00002). 4) To revise CDRL B003, Contract Funds Status Report, and B004, Contract Performance Report, to incorporate the addition of DCARC to the distribution list.

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

15A. [REDACTED]	15B. NAME AND TITLE OF CONTRACTING OFFICER [REDACTED]
15C. DATE SIGNED <b>10-2-08</b>	15D. BY [REDACTED]
(Signature of person authorized to sign)	(Signature of Contracting Officer)
16C. DATE SIGNED <b>2 Oct 08</b>	[REDACTED]

EXEMPTION TO SF 30  
APPROVED BY OIRM 11-84

30-105-04

STANDARD FORM 30 (Rev. 10-83)  
Prescribed by GSA  
FAR (48 CFR) 53.243

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SUMMARY OF CHANGES

1. SECTION A - SOLICITATION/CONTRACT FORM

1,664,509,585.

The total cost of this contract was increased by \$7,476.00 from \$1,664,502,109.00 to \$1,664,509,666.00\*.

\* THIS AMOUNT INCLUDES A NOT-TO-EXCEED (NTE) AMOUNT OF \$7,059,260, INCLUSIVE OF COST AND FEE, PENDING DEFINITIZATION OF MODIFICATION P00168. THIS NTE IS SUBJECT TO DOWNWARD NEGOTIATION ONLY.

2. SECTION B - SUPPLIES OR SERVICES AND PRICES

SUBCLIN 0017AA

The target cost has increased by [redacted] from [redacted] to [redacted]

(b)(4)

The target profit/fee has increased by [redacted] from [redacted] to [redacted]

The total cost of this line item has increased by \$7,476.00 from \$1,442,415,513.00 to \$1,442,422,989.00\*.

This includes a target cost of [redacted] (of cost and [redacted] of facilities capital cost of money) and a target fee of [redacted] which is [redacted] % of target cost less facilities capital cost of money.

(b)(4)

\* THIS AMOUNT INCLUDES A NOT-TO-EXCEED (NTE) AMOUNT OF \$7,059,260, INCLUSIVE OF COST AND FEE, PENDING DEFINITIZATION OF MODIFICATION P00168. THIS NTE IS SUBJECT TO DOWNWARD NEGOTIATION ONLY.

The following Section B clauses are hereby revised:

B-17. INCENTIVE FEE FOR SUBCLIN 0017AA/CLIN 0018 (SEE H-19):

In accordance with FAR 52.216-7, entitled "Allowable Cost and Payments", and FAR 52.216-10, entitled "Incentive Fee", the total amount for reimbursement of cost and fee for performance under SubCLIN 0017AA/CLIN 0018 are set forth below:

Target Cost [redacted]  
Target Fee [redacted]

(b)(4)

Incentive Arrangement: Maximum Fee: [redacted]  
Minimum Fee: [redacted]

(Share Ratio: Government/Contractor)

Underrun: [redacted] for the amount by which the total allowable cost is less than the target cost until maximum fee is attained.

(b)(4)

Overrun: [redacted] for the amount by which the total allowable cost exceeds the target cost until minimum fee is attained.

FAR 52.216-10, INCENTIVE, paragraph (e)(1), is stated as follows:

(e) Fee Payable.

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

(b)(4)

**B-18. TARGET COST, TARGET FEE, MINIMUM INCENTIVE FEE, MAXIMUM INCENTIVE FEE, AND INCENTIVE ARRANGEMENT FOR SUBCLIN 0017AA/CLIN 0018:**

SUBCLIN 0017AA – (Two SDD JLENS Systems)

- a. Target cost: [redacted]
- b. Target fee: [redacted]
- c. Minimum incentive fee: [redacted]
- d. Maximum incentive fee: [redacted]
- e. Total target cost and target fee: [redacted]

(b)(4)

\* THIS AMOUNT INCLUDES A NOT-TO-EXCEED (NTE) AMOUNT OF \$7,059,260, INCLUSIVE OF COST AND FEE, PENDING DEFINITIZATION OF MODIFICATION P00168. THIS NTE IS SUBJECT TO DOWNWARD NEGOTIATION ONLY.

**3. SECTION G - CONTRACT ADMINISTRATION DATA**

**Accounting and Appropriation**

**Summary for the Payment Office**

As a result of this modification, the total funded amount for this document was increased by \$7,476.00 from \$891,187,365.52 to \$891,194,841.52.

LJ: 21 8 2040 5L 5L68 P172419E555L 255Y 4M8J734000 S01021 4M8J734000/84MJLE/4M5 was increased by \$7,476.00 from \$0.00 to \$7,476.00

The contract ACRN LJ has been added.

Target Cost, Target Fee, and Total for the above \$7,476 is distributed as follows and includes a target cost of [redacted] of cost and [redacted] of facilities capital cost of money) and a target incentive fee of [redacted] which [redacted] target cost less facilities capital cost of money.

(b)(4)

Target Cost	[redacted]
Target Fee	[redacted]
Total	\$7,476

Paragraph G-6, IMPLEMENTATION OF AND EXPLANATION OF THE RELATIONSHIP OF THE LIMITATION OF FUNDS (LOF) CLAUSE TO FEE OBLIGATIONS, subparagraph c., is revised to read as follows:

**SUBCLIN 0017AA :**

	<u>PRIOR</u>	<u>THIS MODIFICATION</u>	<u>CUMULATIVE TOTAL*</u>
(1) Amount Required for Full Funding, Including Fee:	\$ 1,442,415,513	\$ 7,476	\$ 1,442,422,989**
(2) Amount Allotted Under the LOF Clause			

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for Payment of Costs:

(3) Amount Separately Obligated for Payment of Fee:	[REDACTED]	[REDACTED]	(b)(4)
(4) Total Amount Allotted and Obligated:	\$ 678,988,034	\$ 7,476	\$ 678,995,510
(5) Net Amount Required for Full Funding	\$ 763,427,479	\$ 0	\$ 763,427,479

\* These figures take into consideration the negotiated total value of SubCLIN 0017AA (This does not include SubCLIN 17AH).

\*\* THIS AMOUNT INCLUDES A NOT-TO-EXCEED (NTE) AMOUNT OF \$7,059,260, INCLUSIVE OF COST AND FEE, PENDING DEFINITIZATION OF MODIFICATION P00168. THIS NTE IS SUBJECT TO DOWNWARD NEGOTIATION ONLY.

4. SECTION H – SPECIAL CONTRACT REQUIREMENTS is changed as follows:

Paragraph H-10, INCREMENTAL FUNDING OF THE CONTRACT, subparagraph c., is revised as follows:

c. Pursuant to the LIMITATION OF FUNDS clause, the sum of \$678,995,510 is presently allotted to CLIN 0017AA and available for payment to cover the work to be performed hereunder .

Paragraph H-19, INCENTIVE FEE STRUCTURE AND PAYMENT FOR CLIN 0017, SYSTEM DEVELOPMENT AND DEMONSTRATION (SDD), subparagraphs a. and b., are revised as follows:

a. General.

SubCLIN 0017AA, System Development and Demonstration (SDD), is a cost-plus-incentive-fee (CPIF) Line Item with cost and schedule incentives as described below. Paragraph H-19(b) applies only to the Cost Incentive and Paragraph H-19(c) applies only to the Schedule Incentive. The contract price amount of \$1,442,422,989\* includes a target cost of [REDACTED] (which includes [REDACTED] of cost and [REDACTED] of facilities capital cost of money) and a target incentive fee of [REDACTED] which is [REDACTED] of target cost less facilities capital cost of money. (b)(4)

\* THIS AMOUNT INCLUDES A NOT-TO-EXCEED (NTE) AMOUNT OF \$7,059,260, INCLUSIVE OF COST AND FEE, PENDING DEFINITIZATION OF MODIFICATION P00168. THIS NTE IS SUBJECT TO DOWNWARD NEGOTIATION ONLY.

b. Cost Incentive.

(1) The target fee payable under SubCLIN 0017AA is [REDACTED] the target cost less facilities capital cost of money [REDACTED] an amount equal to [REDACTED]

(2) The maximum fee payable under SubCLIN 0017AA is [REDACTED] of the target cost less facilities capital cost of money [REDACTED] in amount equal to [REDACTED] (b)(4)

(3) The minimum fee payable under SubCLIN 0017AA is [REDACTED] of the target cost less facilities capital cost of money [REDACTED] in amount equal to [REDACTED]

(4) Fee will be adjusted for actual cost that is less than or more than the target cost stated above using a share ratio of [REDACTED] Government [REDACTED] Contractor for actual costs less than the target cost, and a ratio of [REDACTED] Government / [REDACTED] Contractor for actual costs greater than the target cost range applied according to Paragraph H-19(c)(1). (b)(4)

(5) Nothing stated in this clause shall take precedence over the clause 52.216-10 - Incentive Fee contained in this contract.

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## 5. SECTION I - CONTRACT CLAUSES

The following have been added by reference:

252.225-7014 (Dev) Preference for Domestic Specialty Metals (Deviation 2008-O0002)	JAN 2008
252.225-7014 (Dev) Preference for Domestic Specialty Metals Alternate I Alt I (Deviation 2008-O0002)	JAN 2008

## 6. SECTION J - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

The following have been modified:

<u>TITLE</u>	<u>DATE</u>	<u># OF PAGES</u>	
Contract Security Classification Specification (DD Form 254) REVISION 10 (P00149) DD 254 Mailed via US Postal Service. NOTE: Last Revision see P00106 Rev. 8 (Rev. 9 deleted)	26 Dec 2007	11	
JLENS Software Source Code Specifically Negotiated License, License Number JLENS-SWLA-01 (Added per Modification P00166)	04 Sep 08	8	
CLIN 0017: JLENS System Development and Demonstration (SDD) Program Statement of Work (Revised by Incorporating CSDR Plans dated 20 Febr 2007 in Appendix C per Modification P00136)	30 Nov 06 - Revised 20 Feb 07	37	
DTRA Study on [REDACTED] [REDACTED]	March 08	1	(b)(3)(A) (i)&Title 10 Sec 130 (a)(b)
Contract Data Requirements List (DD Form 1423) Exhibit A with Distribution List & Data Item Nos. B001 through B062 (Replace Data Item Nos. B026 and B027, only Per Modification P00136)	01 Dec 06	63	
(Replace Data Item Nos. B048 and B049, only Per Modification P00143 & to add statement in Section A of Modification P00143)	Revised 05 Apr 07		
(Replace Data Item No. B033 only, per Modification P00161)	Revised 24 Oct 07		
(Replace Data Item Nos. B003 and B004 only, per Modification P00169)	Revised 11 Jul 08	1	
	Revised 17 Sep 08	3	
*Added statement below to address weekends/Holidays: (In Mod P00143)	24 October 07		

\*Per a mutual agreement between Raytheon and JLENS Product Office all Contract Data Requirements List (CDRL's) (DD Form 1423) are due on the next business day after the required due date if the due date falls on Saturday, Sunday or a Government Holiday. In addition, for any CDRL with a requirement to resubmit within 10 days or less after receipt of comments, where Raytheon receives the comments on a Friday, the timeframe for resubmittal will begin on the next business day. Statement added in Mod P00143 on 24 Oct. 2007.

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GFE/GFP/GFS List for SDD  
Replaced with Rev. B List  
\*\*Add items below  
For record-keeping purposes  
(Per Mod P00143)

28 Nov 06 2  
15 Oct 07 6  
Revised 22 Oct 07

\*\*Per the [redacted] Raytheon is authorized rent free use on a non-interference use of the equipment listed below for utilization on JLENS Fire Control Radar Prime Contract DASG60-98-C-0001 for the period from 19 April 2007 through 30 September 2011.

(b)(3)(A)  
(i)&Title 10  
Sec 130 (a)(b)

[redacted]

(b)(3)(A)(i)&Title  
10 Sec 130 (a)(b)

[redacted]

(b)(3)(A)  
(i)&Title 10  
Sec 130 (a)(b)

[redacted]

Hereby added in Mod P00148 for tracking purposes:

Originated in Basic Contract:

Government Furnished Equipment - Spiral 1  
(Spiral 1 Equipment Transferred to Government  
Contract DASG60-00-C-0091 DD Form 149 (attached)

20 Jun 03 1 List  
25 Mar 07\* 34 pages  
(Revised 21 Nov 07)\* 34 pages

Smp to address:

[redacted]

(b)(3)(A)(i)&Title  
10 Sec 130 (a)(b)

\*NOTE: Items 1-1060 transferred to Contract DASG60-00-C-0091 per revised GFE list dated 21 Nov 07. Items 1061 - 1116 GFE items retained on Contract DASG60-98-C-0001 for Spiral 2 per GFE list dated 25 Mar 07.

JLENS Performance Specification, MIS-PRF-55628,  
Revision A  
(Added by reference per Modification P00168)

27 Jun 08 136

Annex A to the JLENS Performance Specification,  
MIS-PRF-55628, Revision A  
(Added by reference per Modification P00168)

27 Jun 08 10

CLIN 0021:  
JLENS Simulation Support  
SQW dated 28 January 2008

28 January 2008 2 pages

Simulation Support Tasks  
(Added per Mod P00153)

(b)(3)(A)(i)&Title 10  
Sec 130 (a)(b)

CLIN 0025:

JLENS [redacted] Demonstration Program

14 Jan 08

3 (b)(3)(A)(i)&Title  
10 Sec 130 (a)(b)

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Statement of Work, Revision 3  
(Added per Modification P00165)

JLENS [REDACTED] Demonstration Program  
Program and Technical Clarification Description,  
incorporated herein by reference  
(Added per Modification P00165)

25 Jul 08

17

(b)(3)(A)  
(i)&Title 10  
Sec 130 (a)(b)

Contract Data Requirements List (DD Form 1423)  
Exhibit B, Data Items Nos. B001 through B004, with  
Data Item Descriptions  
(Added per Modification P00165)

16 Oct 07

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7. The following is an update to Modification P00167 showing a summary of funding by ACRN through Modification P00169:

<u>ACRN</u>	<u>FUNDING</u>
AA	440,100.00
AB	2,298,235.00
AC	17,832,987.00
AD	0.00
AE	7,500,000.00
AF	3,300,000.00
AG	17,192,400.00
AH	700,000.00
AJ	200,000.00
AK	85,000.00
AL	45,000.00
AM	17,045,000.00
AN	5,800.00
AP	20,779,000.00
AQ	105,000.00
AR	35,000.00
AS	0.00
AT	6,984,678.52
AU	7,970,000.00
AV	0.00
AW	100,000.00
AX	3,396,000.00
AY	550,000.00
AZ	19,412,000.00
BA	24,527,878.00
BB	146,000.00
BC	72,000.00
BD	85,000.00
BE	100,000.00
BF	100,000.00
BG	1,975,321.00
BH	38,018,908.00
BJ	8,023,110.00

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BK	260,000.00
BL	0.00
BM	125,000.00
BN	103,000.00
BP	10,352,348.00
BU	350,000.00
BV	9,000.00
BW	84,896,852.00
BX	1,146,000.00
BY	3,880,000.00
BZ	190,000.00
KL	118,250.00
KM	192,793,000.00
KN	0.00
KQ	92,811.00
KR	0.00
KS	0.00
KT	385,632,998.00
KU	2,203,183.00
KV	65,000.00
KW	20,000.00
KX	60,000.00
KY	25,000.00
KZ	25,000.00
LA	13,508.00
LB	12,500.00
LC	200,000.00
LD	7,943,648.00
LE	1,173,850.00
LF	10,000.00
LG	62,000.00
LH	400,000.00
LJ	7,476.00

7. The following is an update to Modification P00167 showing a summary of funding by CLIN by ACRN through Modification P00169:

<u>CLIN</u>	<u>ACRN</u>	<u>FUNDING AMT</u>	<u>CLIN TOTAL</u>
CLIN 0001	AA	440,100.00	
CLIN 0001	AD	0.00	
			<u>440,100.00</u>
CLIN 0003	AB	2,298,235.00	
CLIN 0003	AC	17,832,987.00	
CLIN 0003	AD	0.00	
CLIN 0003	AE	7,500,000.00	
CLIN 0003	AF	3,300,000.00	
CLIN 0003	AG	17,192,400.00	
CLIN 0003	AH	700,000.00	

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CLIN 0003	AM	17,045,000.00
CLIN 0003	AN	5,800.00
CLIN 0003	AP	20,779,000.00
CLIN 0003	AS	0.00
CLIN 0003	AT	6,984,678.52
CLIN 0003	AW	100,000.00
CLIN 0003	AY	550,000.00

94,288,100.52

CLIN 0005	BA	24,527,878.00
CLIN 0005	BB	146,000.00
CLIN 0005	BC	72,000.00
CLIN 0005	BD	85,000.00
CLIN 0005	BE	100,000.00
CLIN 0005	BF	100,000.00
CLIN 0005	BG	1,975,321.00
CLIN 0005	BH	38,018,908.00
CLIN 0005	BL	0.00
CLIN 0005	BZ	0.00

65,025,107.00

CLIN 0007AA	BP	10,352,348.00
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10,352,348.00

CLIN 0009AA	AQ	45,106.00
CLIN 0009AA	AV	0.00
CLIN 0009AA	BK	256,545.00
CLIN 0009AA	BM	125,000.00
CLIN 0009AA	BN	21,315.00

447,966.00

CLIN 0009AB	AJ	200,000.00
CLIN 0009AB	AK	85,000.00
CLIN 0009AB	AL	45,000.00
CLIN 0009AB	AQ	59,894.00
CLIN 0009AB	AR	35,000.00
CLIN 0009AB	BK	3,455.00
CLIN 0009AB	BN	81,685.00
CLIN 0009AB	BU	350,000.00
CLIN 0009AB	BV	9,000.00

869,034.00

CLIN 0013	AU	7,970,000.00
CLIN 0013	AX	3,396,000.00
CLIN 0013	AY	0.00
CLIN 0013	AZ	19,412,000.00
CLIN 0013	BJ	8,023,110.00

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			<u>38,801,110.00</u>
CLIN 0017	BW	0.00	
CLIN 0017	KM	0.00	
			<u>0.00</u>
CLIN 0017AA	BY	3,880,000.00	
CLIN 0017AA	BX	1,146,000.00	
CLIN 0017AA	BW	84,896,852.00	
CLIN 0017AA	BZ	0.00	
CLIN 0017AA	KM	192,793,000.00	
CLIN 0017AA	KN	0.00	
CLIN 0017AA	KQ	66,151.00	
CLIN 0017AA	KS	0.00	
CLIN 0017AA	KT	385,459,200.00	
CLIN 0017AA	KU	2,203,183.00	
CLIN 0017AA	KY	0.00	
CLIN 0017AA	LC	200,000.00	
CLIN 0017AA	LD	7,943,648.00	
CLIN 0017AA	LE	0.00	
CLIN 0017AA	LH	400,000.00	
CLIN 0017AA	LJ	7,476.00	
			<u>678,995,510.00</u>
CLIN 0017AB	KL	118,250.00	
			<u>118,250.00</u>
CLIN 0017AC	BZ	190,000.00	
			<u>190,000.00</u>
CLIN 0017AD	KN	0.00	
CLIN 0017AD	KS	0.00	
			<u>0.00</u>
CLIN 0017AH	KT	173,798.00	
			<u>173,798.00</u>
CLIN 0020AA	KN	0.00	
CLIN 0020AA	KQ	26,660.00	
			<u>26,660.00</u>
CLIN 0021AA	KW	0.00	
			<u>0.00</u>
CLIN 0021AB	KV	0.00	
CLIN 0021AB	LB	0.00	

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CLIN 0021AB	KX	0.00	
CLIN 0021AB	KY	0.00	
			<u>0.00</u>
CLIN 0021AC	KZ	0.00	
CLIN 0021AC	LA	0.00	
			<u>0.00</u>
CLIN 0022	KW	0.00	
			<u>0.00</u>
CLIN 0023	KX	60,000.00	
CLIN 0023	KY	25,000.00	
CLIN 0023	KV	65,000.00	
CLIN 0023	LB	12,500.00	
CLIN 0023	LF	10,000.00	
			<u>172,500.00</u>
CLIN 0024	LA	13,508.00	
CLIN 0024	LG	62,000.00	
CLIN 0024	KZ	25,000.00	
CLIN 0024	KW	20,000.00	
			<u>120,508.00</u>
CLIN 0025	LE	1,173,850.00	
			<u>1,173,850.00</u>

(End of Summary of Changes)

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The public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and reviewing the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to the Department of Defense, Executive Service Directorate (0704-0188). Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number. Forms do not return your form to the above organization. Send completed form to the Government Printing Office for the Contract/PR No. listed in Block E.

A. CONTRACT LINE ITEM NO. 18	B. EXPONENT A	C. CATEGORY: TOP _____ TW _____ OTHER <b>X</b>
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D. SYSTEM/ITEM JLENS SDD	E. CONTRACT/PR NO. DASG60-98-C-0001	F. CONTRACTOR Raytheon
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1. DATA ITEM NO. B004	2. TITLE OF DATA ITEM Contract Performance Report	3. SUBTITLE
--------------------------	--	-------------

4. AUTHORITY (See Acquisition Document No.) DI-MGMT-81466A	5. CONTRACT REFERENCE SOW Para 2.6.1	6. REQUISITION OFFICE SFAE-MSLS-CMDS-BMD-AM
---	---	--

7. DD 280 REQ. LT	8. DIST STATEMENT REQUIRED F	9. FREQUENCY Monthly	10. DATE OF FIRST SUBMISSION See Blk 16	11. AS OF DATE N/A	12. DATE OF SUBSEQUENT SUBMISSION See Blk 16	13. DISTRIBUTION
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14. REMARKS	15. ADDRESS	d. COPIES		
	SFAE-MSLS-CMDS	Draft	Final	
	-PE-CM	0	1	0
	DCARC	0	1	0

Blk 12 and 13: Initial submission shall be 20 calendar days after the close of the first full accounting month after SDD (change order reference paragraph 7.4). Subsequent submission shall be 20 calendar days after the close of each accounting month through the period of performance.

All five formats are required and shall be submitted electronically in an XML transfer file which is compatible with wmsight.

Formats three and four shall include identical forecast periods. These periods shall be monthly for at least six months, quarterly for at least two quarters, and then quarterly, semi-annual, or annually to completion.

To maintain necessary visibility the CPR shall report via the WBS structure as follows:

- WBS 1 - level 4,
- WBS 2 - level 4,
- WBS 3 - level 4,
- WBS 4 - level 3,
- WBS 5 - level 4,
- WBS 6 - level 4,
- WBS 7 - level 3,
- WBS 8 - level 3,
- WBS 9 - level 3,
- WBS A - level 3.

Lower level reporting shall be accomplished as required.

The contractor shall include "Best Case", "Worst Case", and "Most Likely" Estimate At Completion (EACs) at total contract level. At a minimum, variance analysis should be provided for the top 5 current and cumulative cost and schedule variances that are +/-10%.

The contractor shall also provide variance analysis for all WBS elements experiencing a +/-5% variance at completion. Additionally, in accordance with paragraph 10.2.6.3.2.3, the government may periodically select additional variance analyses after review of the CPR. The variance analysis shall include a detailed explanation of the problem, corrective action, program impact, and expected recovery. Schedule variance narratives shall identify significant missed milestones and impact to major milestones.

H. DATE 09/17/08	I. DATE 175008
---------------------	-------------------

17. PRICE GROUP
18. ESTIMATED TOTAL PRICE

(b)(7)(E)

(b)(6)

001583

A. CONTRACT LINE ITEM NO. 18	B. EXHIBIT A	C. CATEGORY: TRP _____ TRM _____ OTHER <input checked="" type="checkbox"/>
D. SYSTEM/ITEM JLENS SDD	E. CONTRACT/PR NO. DASG60-98-C-0001	F. CONTRACTOR Raytheon
1E. REMARKS (Continued) Blk 14: Electronic delivery of this data item IAW the SOW. Notify JLENS Product Office Data Management OPR at [REDACTED] when deliverable is placed in portal or repository. Letter of transmittal must be signed electronically. Submit electronically to OSD at <a href="https://dex.dcarc.paa.osd.mil/DCARCPortal">https://dex.dcarc.paa.osd.mil/DCARCPortal</a> . The data item shall be delivered in .xml format.		

(b)(6)

001584

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE V	PAGE OF PAGES 1   8
2. AMENDMENT/MODIFICATION NO. 000170	3. EFFECTIVE DATE 21 OCT 08	4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If applicable)
6. ISSUED BY CE & MISSILE DEFENSE COMMAND HUNTSVILLE AL 35894 (b)(6)	CODE V09113M	7. ADMINISTERED BY (If other than item 6) DCMA RAYTHEON 60 APPLE HILL DRIVE M08 12FR2 TENNESSEE MA 01608		CODE S2205A
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) RAYTHEON COMPANY 389 LOWELL ST. ANDOVER MA 01920-4420			9A. AMENDMENT OF SOLICITATION NO.	
			9B. DATED (SEE ITEM 11)	
			X 10A. MOD. OF CONTRACT/ORDER NO. DASG00-00-C-0001	
			X 10B. DATED (SEE ITEM 13) 30-Jan-1998	
CODE 05716			FACILITY CODE	
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
<input type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing item 8 and 15, and returning _____ copies of this amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. Any virtue of this amendment you desire to change an offer already submitted, such change may be made by subsequent letter, provided such telegraphic letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.				
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule				
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT ORDERS IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.				
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.				
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).				
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.232-22, "Limitation of Funds"				
D. OTHER (Specify type of modification and authority)				
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.				
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: [REDACTED] To incrementally fund SubCLN 0017AA in the amount of \$62,000,000; SubCLN 0017AE in the amount of \$173,796; and CLN 0025 in the amount of \$1,007,000.				
Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remain unchanged and in full force and effect.				
15A. [REDACTED] (Print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)			
15B. [REDACTED]	16B. [REDACTED]			
15C. DATE SIGNED 10-21-08	16C. [REDACTED]		16C. DATE SIGNED 21 Oct 08	
(Signature of person authorized to sign)	(Signature of Contracting Officer)			

EXCEPTION TO SF 30  
APPROVED BY OIRM 11-84

30-105-04

STANDARD FORM 30 (Rev. 10-83)  
Prescribed by GSA  
FAR (48 CFR) 53.243

001585

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

1. SECTION A - SOLICITATION/CONTRACT FORM

The total cost of this contract was increased by \$173,798.00 from \$1,664,509,585.00 to \$1,664,683,383.00\*.

\* THIS AMOUNT INCLUDES A NOT-TO-EXCEED (NTE) AMOUNT OF \$7,059,260, INCLUSIVE OF COST AND FEE, PENDING DEFINITIZATION OF MODIFICATION P00168. THIS NTE IS SUBJECT TO DOWNWARD NEGOTIATION ONLY.

2. SECTION B - SUPPLIES OR SERVICES AND PRICES

SUBCLIN 0017AE

The option status has changed from Option to Option Exercised.

SUBCLIN 002502 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
002502	Funding for CLIN 0025 CPIF FOB: Destination				(b)(4)
				TARGET COST	(b)(4)
				TARGET FEE	(b)(4)
				TOTAL TGT COST + FEE	\$1,007,000.00
	ACRN LM CIN: 00000000000000000000000000000000				\$1,007,000.00*

\*This includes a target cost of [redacted] and a (b)(4) (b)(4) target fee of [redacted] which [redacted] of target cost less facilities capital cost of money.

3. SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by \$63,180,798.00 from \$891,194,841.52 to \$954,375,639.52.

SUBCLIN 0017AA:

001586

LK: 21 9 2040 5L 5L68 P172419E555L 255Y 4M9J730000 S01021 4M9J730000/94MJLE/4M5 was increased by \$62,000,000.00 from \$0.00 to \$62,000,000.00  
The contract ACRN LK has been added.

Target Cost, Target Fee, and Total for the above \$62,000,000 is distributed as follows and includes a target cost of [REDACTED] and a target incentive fee of [REDACTED] which [REDACTED] of target cost less facilities capital cost of money.

(b)(4)

Target Cost	[REDACTED]
Target Fee	[REDACTED]
Total	\$62,000,000

(b)(4)

IMPLEMENTATION OF AND EXPLANATION OF THE RELATIONSHIP OF THE LIMITATION OF FUNDS (LOF) CLAUSE TO FEE OBLIGATIONS, subparagraph c., is revised to read as follows:

SUBCLIN 0017AA :

	<u>PRIOR</u>	<u>THIS MODIFICATION</u>	<u>CUMULATIVE TOTAL*</u>
(1) Amount Required for Full Funding, Including Fee:	\$ 1,442,422,989	\$ 0	\$ 1,442,422,989**
(2) Amount Allotted Under the LOF Clause for Payment of Costs:	[REDACTED]	[REDACTED]	[REDACTED]
(3) Amount Separately Obligated for Payment of Fee:	[REDACTED]	[REDACTED]	[REDACTED]
(4) Total Amount Allotted and Obligated:	\$ 678,995,510	\$62,000,000	\$ 740,995,510
(5) Net Amount Required for Full Funding	\$ 763,427,479	(\$62,000,000)	\$ 701,427,479

(b)(4)

(b)(4)

\* These figures take into consideration the negotiated total value of SubCLIN 0017AA (This does not include SubCLIN 0017AH and SubCLIN 0017AE)

\*\* THIS AMOUNT INCLUDES A NOT-TO-EXCEED (NTE) AMOUNT OF \$7,059,260, INCLUSIVE OF COST AND FEE, PENDING DEFINITIZATION OF MODIFICATION P00168. THIS NTE IS SUBJECT TO DOWNWARD NEGOTIATION ONLY.

SUBCLIN 0017AE:

LL: 21 9 2040 5L 5L68 P172419E555L 255Y 4M9J730100 S01021 4M9J730100/94MJLE/4M5 (CIN 00000000000000000000000000000000) was increased by \$173,798.00 from \$0.00 to \$173,798.00  
The contract ACRN LL has been added.  
The CIN 00000000000000000000000000000000 has been added.

SUBCLIN 002502:

Funding on SUBCLIN 002502 is initiated as follows:

ACRN: LM

CIN: 00000000000000000000000000000000

Acctng Data: 21 9 2040 5L 5L68 P172419E555L 255Y 4M9J730200 S01021 4M9J730200/94MJLE/4M5

Increase: \$1,007,000.00

Total: \$1,007,000.00

Target Cost, Target Fee, and Total for the above \$1,007,000 is distributed as follows and includes a target cost of

001587

\$924,511 (\$916,510 of cost and \$8,001 of facilities capital cost of money) and a target incentive fee of \$82,489 which is 9.00% of target cost less facilities capital cost of money.

(b)(4)

Target Cost	[REDACTED]
Target Fee	[REDACTED]
Total	\$1,007,000

**IMPLEMENTATION OF AND EXPLANATION OF THE RELATIONSHIP OF THE LIMITATION OF FUNDS (LOF) CLAUSE TO FEE OBLIGATIONS, is revised as follows:**

SUBCLIN 0025 :

	<u>PRIOR</u>	<u>THIS MODIFICATION</u>	<u>CUMULATIVE TOTAL</u>
(1) Amount Required for Full Funding, Including Fee:	\$6,718,379	\$ 0	\$6,718,379
(2) Amount Allotted Under the LOF Clause for Payment of Costs:	[REDACTED]	[REDACTED]	[REDACTED]
(3) Amount Separately Obligated for Payment of Fee:	[REDACTED]	[REDACTED]	[REDACTED]
(4) Total Amount Allotted and Obligated:	\$1,173,850	\$1,007,000	\$2,180,850
(5) Net Amount Required for Full Funding	\$5,544,529	(\$1,007,000)	\$4,537,529

(b)(4)

4. The following is an update to Modification P00169 showing a summary of funding by ACRN through Modification P00170:

<u>ACRN</u>	<u>FUNDING</u>
AA	440,100.00
AB	2,298,235.00
AC	17,832,987.00
AD	0.00
AE	7,500,000.00
AF	3,300,000.00
AG	17,192,400.00
AH	700,000.00
AJ	200,000.00
AK	85,000.00
AL	45,000.00
AM	17,045,000.00
AN	5,800.00
AP	20,779,000.00
AQ	105,000.00
AR	35,000.00
AS	0.00
AT	6,984,678.52
AU	7,970,000.00
AV	0.00
AW	100,000.00
AX	3,396,000.00
AY	550,000.00
AZ	19,412,000.00

001588

BA	24,527,878.00
BB	146,000.00
BC	72,000.00
BD	85,000.00
BE	100,000.00
BF	100,000.00
BG	1,975,321.00
BH	38,018,908.00
BJ	8,023,110.00
BK	260,000.00
BL	0.00
BM	125,000.00
BN	103,000.00
BP	10,352,348.00
BU	350,000.00
BV	9,000.00
BW	84,896,852.00
BX	1,146,000.00
BY	3,880,000.00
BZ	190,000.00
KL	118,250.00
KM	192,793,000.00
KN	0.00
KQ	92,811.00
KR	0.00
KS	0.00
KT	385,632,998.00
KU	2,203,183.00
KV	65,000.00
KW	20,000.00
KX	60,000.00
KY	25,000.00
KZ	25,000.00
LA	13,508.00
LB	12,500.00
LC	200,000.00
LD	7,943,648.00
LE	1,173,850.00
LF	10,000.00
LG	62,000.00
LH	400,000.00
LJ	7,476.00
LK	\$62,000,000.00
LL	\$173,798.00
LM	\$1,007,000.00

5. The following is an update to Modification P00169 showing a summary of funding by CLIN by ACRN through Modification P00170:

<u>CLIN</u>	<u>ACRN</u>	<u>FUNDING AMT</u>	<u>CLIN TOTAL</u>
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001589

CLIN 0001	AA	440,100.00	
CLIN 0001	AD	0.00	
			<u>440,100.00</u>
CLIN 0003	AB	2,298,235.00	
CLIN 0003	AC	17,832,987.00	
CLIN 0003	AD	0.00	
CLIN 0003	AE	7,500,000.00	
CLIN 0003	AF	3,300,000.00	
CLIN 0003	AG	17,192,400.00	
CLIN 0003	AH	700,000.00	
CLIN 0003	AM	17,045,000.00	
CLIN 0003	AN	5,800.00	
CLIN 0003	AP	20,779,000.00	
CLIN 0003	AS	0.00	
CLIN 0003	AT	6,984,678.52	
CLIN 0003	AW	100,000.00	
CLIN 0003	AY	550,000.00	
			<u>94,288,100.52</u>
CLIN 0005	BA	24,527,878.00	
CLIN 0005	BB	146,000.00	
CLIN 0005	BC	72,000.00	
CLIN 0005	BD	85,000.00	
CLIN 0005	BE	100,000.00	
CLIN 0005	BF	100,000.00	
CLIN 0005	BG	1,975,321.00	
CLIN 0005	BH	38,018,908.00	
CLIN 0005	BL	0.00	
CLIN 0005	BZ	0.00	
			<u>65,025,107.00</u>
CLIN 0007AA	BP	10,352,348.00	
			<u>10,352,348.00</u>
CLIN 0009AA	AQ	45,106.00	
CLIN 0009AA	AV	0.00	
CLIN 0009AA	BK	256,545.00	
CLIN 0009AA	BM	125,000.00	
CLIN 0009AA	BN	21,315.00	
			<u>447,966.00</u>
CLIN 0009AB	AJ	200,000.00	
CLIN 0009AB	AK	85,000.00	
CLIN 0009AB	AL	45,000.00	
CLIN 0009AB	AQ	59,894.00	

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CLIN 0009AB	AR	35,000.00	
CLIN 0009AB	BK	3,455.00	
CLIN 0009AB	BN	81,685.00	
CLIN 0009AB	BU	350,000.00	
CLIN 0009AB	BV	9,000.00	
			<u>869,034.00</u>
CLIN 0013	AU	7,970,000.00	
CLIN 0013	AX	3,396,000.00	
CLIN 0013	AY	0.00	
CLIN 0013	AZ	19,412,000.00	
CLIN 0013	BJ	8,023,110.00	
			<u>38,801,110.00</u>
CLIN 0017	BW	0.00	
CLIN 0017	KM	0.00	
			<u>0.00</u>
CLIN 0017AA	BY	3,880,000.00	
CLIN 0017AA	BX	1,146,000.00	
CLIN 0017AA	BW	84,896,852.00	
CLIN 0017AA	BZ	0.00	
CLIN 0017AA	KM	192,793,000.00	
CLIN 0017AA	KN	0.00	
CLIN 0017AA	KQ	66,151.00	
CLIN 0017AA	KS	0.00	
CLIN 0017AA	KT	385,459,200.00	
CLIN 0017AA	KU	2,203,183.00	
CLIN 0017AA	KY	0.00	
CLIN 0017AA	LC	200,000.00	
CLIN 0017AA	LD	7,943,648.00	
CLIN 0017AA	LE	0.00	
CLIN 0017AA	LH	400,000.00	
CLIN 0017AA	LJ	7,476.00	
CLIN 0017AA	LK	62,000,000.00	
			<u>740,995,510.00</u>
CLIN 0017AB	KL	118,250.00	
			<u>118,250.00</u>
CLIN 0017AC	BZ	190,000.00	
			<u>190,000.00</u>
CLIN 0017AD	KN	0.00	
CLIN 0017AD	KS	0.00	
			<u>0.00</u>

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CLIN 0017AE	LL	173,798.00	
			173,798.00
CLIN 0017AH	KT	173,798.00	
			<u>173,798.00</u>
CLIN 0020AA	KN	0.00	
CLIN 0020AA	KQ	26,660.00	
			<u>26,660.00</u>
CLIN 0021AA	KW	0.00	
			<u>0.00</u>
CLIN 0021AB	KV	0.00	
CLIN 0021AB	LB	0.00	
CLIN 0021AB	KX	0.00	
CLIN 0021AB	KY	0.00	
			<u>0.00</u>
CLIN 0021AC	KZ	0.00	
CLIN 0021AC	LA	0.00	
			<u>0.00</u>
CLIN 0022	KW	0.00	
			<u>0.00</u>
CLIN 0023	KX	60,000.00	
CLIN 0023	KY	25,000.00	
CLIN 0023	KV	65,000.00	
CLIN 0023	LB	12,500.00	
CLIN 0023	LF	10,000.00	
			<u>172,500.00</u>
CLIN 0024	LA	13,508.00	
CLIN 0024	LG	62,000.00	
CLIN 0024	KZ	25,000.00	
CLIN 0024	KW	20,000.00	
			<u>120,508.00</u>
CLIN 0025	LE	1,173,850.00	
CLIN 0025	LM	1,007,000.00	
			<u>2,180,850.00</u>

(End of Summary of Changes)

001592

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE	PAGE OF PAGES
				V	1   10
AMENDMENT/MODIFICATION NO. 200171	3. EFFECTIVE DATE 28 OCT 08	4. REQUISITION/PURCHASE RQ. NO.		5. PROJECT NO. (If applicable)	
6. ISSUED BY CODE V8113M AIR FORCE & MISSILE DEFENSE COMMAND MONTVILLE AL 36 (b)(6)	7. ADMINISTERED BY (If other than item 6) DCMA/RAYTHEON 30 APPLE HILL DRIVE MSB 12F72 TOWNSBURY MA 01469		CODE S2206A		
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) RAYTHEON COMPANY 38 LOWELL ST. ANDOVER MA 01810-4000				9A. AMENDMENT OF SOLICITATION NO.	
				9B. DATED (SEE ITEM 11)	
				X 10A. MOD. OF CONTRACT/ORDER NO. DASG00-99-C-0001	
				X 10B. DATED (SEE ITEM 13) 30-Jan-1998	
CODE 05716	FACILITY CODE				
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of this amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided such telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT/ORDERS IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).					
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.232-22, "Limitation of Funds" and Changes Clause					
D. OTHER (Specify type of modification and authority)					
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: [REDACTED] To incorporate CLIN 0026 to support effort for the [REDACTED] Stimulator (b)(3)(A) Hardware in accordance with JLENS Statement of Work (SOW), dated 30 November 2006, paragraphs 3.11.2, 5.02 System Integration Laboratory (SL), 5.3, 5.4 Stimulator Integration, and 5.5, 5.6 Government Test Support. The period of performance for this effort is 01 November 2008 through 31 July 2009. (i) & Title 10 Sec 130 (a)(b)					
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as hereafter changed, remain unchanged and in full force and effect.					
15. NAME AND TITLE OF SIGNER			16. NAME AND TITLE OF CONTRACTING OFFICER		
[REDACTED]			[REDACTED]		
15C. DATE SIGNED			16C. DATE SIGNED		
[REDACTED] 10-28-08			[REDACTED] 28 Oct 08		
(Signature of person authorized to sign)			(Signature of Contracting Officer)		

(b)(6)

RECEPTION TO SF 30  
APPROVED BY OIRM 11-84

30-105-04

STANDARD FORM 30 (Rev. 10-83)  
Prescribed by GSA  
FAR (48 CFR) 53.243

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SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

1. SECTION A - SOLICITATION/CONTRACT FORM

The total cost of this contract was increased by \$1,095,845.00 from \$1,664,683,383.00 to \$1,665,779,228.00\*.

\*THIS AMOUNT INCLUDES A NOT-TO-EXCEED (NTE) AMOUNT OF \$7,059,260, INCLUSIVE OF COST AND FEE, PENDING DEFINITIZATION OF MODIFICATION P00168. THIS NTE IS SUBJECT TO DOWNWARD NEGOTIATION ONLY.

2. SECTION B - SUPPLIES OR SERVICES AND PRICES

CLIN 0026 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0026	[REDACTED]				\$1,095,845.00
	CPIF				(b)(3)(A)(i)&Title 10 Sec 130 (a)(b)
	The contractor shall provide stimulator hardware for the [REDACTED] in accordance with JLENS Statement of Work (SOW), dated 30 November 2006, paragraphs 3.11.2, titled System Integration Laboratory (SIL), 5.3, titled Stimulator Integration, and 5.5, titled Government Test Support. Required will be four (4) sets each (FCR and Sur) of the AFOI and GFOI.				(b)(3)(A)(i)&Title 10 Sec 130 (a)(b)
	FOB: Destination				
				TARGET COST	[REDACTED] (b)(4)
				TARGET FEE	[REDACTED]
				TOTAL TGT COST + FEE	\$1,095,845.00*

\*This includes a target cost of [REDACTED] facilities capital cost of money) and a target fee [REDACTED] which [REDACTED] of target cost less facilities capital cost of money. (b)(4)

SUBCLIN 002601 is added as follows:

001594

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
02601	Funding for CLIN 0026 CPIF FOB: Destination				
				TARGET COST	[REDACTED] (b)(4)
				TARGET FEE	[REDACTED] (b)(4)
				TOTAL TGT COST + FEE	\$1,095,845.00
	ACRN LN				\$1,095,845.00*
	CIN: 00000000000000000000000000000000				

\*This includes a target cost of [REDACTED] (b)(4) (facilities capital cost of money) and a target fee of [REDACTED] (b)(4) which [REDACTED] (b)(4) of target cost less facilities capital cost of money.

The following Section B clauses are hereby added:

INCENTIVE FEE FOR CLIN 0026:

In accordance with FAR 52.216-7, entitled "Allowable Cost and Payments", and FAR 52.216-10, entitled "Incentive Fee", the total amount for reimbursement of cost and fee for performance under CLIN 0026 is set forth below:

Target Cost [REDACTED] (b)(4)  
Target Fee [REDACTED] (b)(4)

Incentive Arrangement: Maximum Fee: [REDACTED]  
Minimum Fee: [REDACTED]

(Share Ratio: Government/Contractor)

Underrun [REDACTED] (b)(4) for the amount by which the total allowable cost is less than the target cost until maximum fee is attained.

Overrun [REDACTED] (b)(4) for the amount by which the total allowable cost exceeds the target cost until minimum fee is attained.

FAR 52.216-10, INCENTIVE, paragraph (e)(1), is stated as follows:

(e) Fee Payable.

(1) The fee payable under this contract shall be the target fee increased by [REDACTED] (b)(4) for every dollar that the total allowable cost is less than the target cost or decreased by [REDACTED] (b)(4) for every dollar that the total allowable cost exceeds the target cost. In no event shall the fee be greater than [REDACTED] (b)(4) or less than [REDACTED] (b)(4) of the target cost.

TARGET COST, TARGET FEE, MINIMUM INCENTIVE FEE, MAXIMUM INCENTIVE FEE, AND INCENTIVE ARRANGEMENT FOR CLIN 0026:

CLIN 0026 - (JLENS [REDACTED] Stimulator Hardware)

(b)(3)(A)(i)&Title 10 Sec 130 (a)(b)

a. Target cost: [REDACTED]

(b)(4)

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- b. Target fee: [REDACTED]
- c. Minimum incentive fee: [REDACTED]
- d. Maximum incentive fee: [REDACTED]
- e. Total target cost and target fee: [REDACTED]

(b)(4)

3. SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by \$1,095,845.00 from \$954,375,639.52 to \$955,471,484.52.

SUBCLIN 002601:  
Funding on SUBCLIN 002601 is initiated as follows:

ACRN: LN

CIN: 00000000000000000000000000000000

Acctng Data: 21 8 2040 5L 5L68 P172419E555L 255Y 4M8J719800 S01021 4M8J719800/84MJLE/4M5

Increase: \$1,095,845.00

Total: \$1,095,845.00

Target Cost, Target Fee, and Total for the above \$1,095,845 is distributed as follows and includes a target cost of [REDACTED] (of facilities capital cost of money) and a target incentive fee [REDACTED] which [REDACTED] target cost less facilities capital cost of money.

(b)(4)

Target Cost	[REDACTED]
Target Fee	[REDACTED]
Total	\$1,095,845

(b)(4)

IMPLEMENTATION OF AND EXPLANATION OF THE RELATIONSHIP OF THE LIMITATION OF FUNDS (LOF) CLAUSE TO FEE OBLIGATIONS, is revised to add the following:

CLIN 0026 :

	<u>PRIOR</u>	<u>THIS</u> <u>MODIFICATION</u>	<u>CUMULATIVE</u> <u>TOTAL</u>
(1) Amount Required for Full Funding, Including Fee:	\$ 0	\$1,095,845	\$1,095,845
(2) Amount Allotted Under the LOF Clause for Payment of Costs:	[REDACTED]	[REDACTED]	[REDACTED]
(3) Amount Separately Obligated for Payment of Fee:	[REDACTED]	[REDACTED]	[REDACTED]
(4) Total Amount Allotted and Obligated:	\$ 0	\$1,095,845	\$1,095,845
(5) Net Amount Required for Full Funding	\$ 0	\$ 0	\$ 0

(b)(4)

001596

4. SECTION H – SPECIAL CONTRACT REQUIREMENTS is revised as follows:

INCREMENTAL FUNDING OF THE CONTRACT, is revised to add the following:

Pursuant to the LIMITATION OF FUNDS clause, the sum of \$1,095,845 is presently allotted to CLIN 0026 and available for payment to cover the work to be performed hereunder .

INCENTIVE FEE STRUCTURE AND PAYMENT FOR CLIN 0026. JLENS [REDACTED] and [REDACTED] STIMULATOR HARDWARE, is added as follows:

(b)(3)(A)  
(i)&Title 10  
Sec 130 (a)(b)

a. General.

(b)(3)(A)(i)&Title 10 Sec 130 (a)(b)

CLIN 0026, JLENS [REDACTED] and [REDACTED] Stimulator Hardware, is a cost-plus-incentive-fee (CPIF) line item with cost incentives as described below. The contract price amount of \$1,095,845 includes a target cost of [REDACTED] (which includes [REDACTED] of cost and [REDACTED] of facilities capital cost of money) and a target incentive fee of [REDACTED] which is [REDACTED] of target cost less facilities capital cost of money. (b)(4)

b. Cost Incentive.

(1) The target fee payable under CLIN 0026 is [REDACTED] of the target cost less facilities capital cost of money an amount equal to [REDACTED]

(2) The maximum fee payable under CLIN 0026 is [REDACTED] of the target cost less facilities capital cost of money an amount equal to [REDACTED] (b)(4)

(3) The minimum fee payable under CLIN 0026 is [REDACTED] of the target cost less facilities capital cost of money an amount equal to [REDACTED]

(4) Fee will be adjusted for actual cost that is less than or more than the target cost stated above using a share ratio of [REDACTED] Government / Contractor for actual costs less than the target cost, and a ratio of [REDACTED] Government / Contractor for actual costs greater than the target cost. (b)(4)

(5) Nothing stated in this clause shall take precedence over the clause 52.216-10, Incentive Fee, contained in this contract.

5. The following is an update to Modification P00170 showing a summary of funding by ACRN through Modification P00171:

<u>ACRN</u>	<u>FUNDING</u>
AA	440,100.00
AB	2,298,235.00
AC	17,832,987.00
AD	0.00
AE	7,500,000.00
AF	3,300,000.00
AG	17,192,400.00
AH	700,000.00
AJ	200,000.00
AK	85,000.00
AL	45,000.00

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AM	17,045,000.00
AN	5,800.00
AP	20,779,000.00
AQ	105,000.00
AR	35,000.00
AS	0.00
AT	6,984,678.52
AU	7,970,000.00
AV	0.00
AW	100,000.00
AX	3,396,000.00
AY	550,000.00
AZ	19,412,000.00
BA	24,527,878.00
BB	146,000.00
BC	72,000.00
BD	85,000.00
BE	100,000.00
BF	100,000.00
BG	1,975,321.00
BH	38,018,908.00
BJ	8,023,110.00
BK	260,000.00
BL	0.00
BM	125,000.00
BN	103,000.00
BP	10,352,348.00
BU	350,000.00
BV	9,000.00
BW	84,896,852.00
BX	1,146,000.00
BY	3,880,000.00
BZ	190,000.00
KL	118,250.00
KM	192,793,000.00
KN	0.00
KQ	92,811.00
KR	0.00
KS	0.00
KT	385,632,998.00
KU	2,203,183.00
KV	65,000.00
KW	20,000.00
KX	60,000.00
KY	25,000.00
KZ	25,000.00
LA	13,508.00
LB	12,500.00
LC	200,000.00
LD	7,943,648.00

001598

LE	1,173,850.00
LF	10,000.00
LG	62,000.00
LH	400,000.00
LJ	7,476.00
LK	\$62,000,000.00
LL	\$173,798.00
LM	\$1,007,000.00
LN	\$1,095,845.00

6. The following is an update to Modification P00170 showing a summary of funding by CLIN by ACRN through Modification P00171:

<u>CLIN</u>	<u>ACRN</u>	<u>FUNDING AMT</u>	<u>CLIN TOTAL</u>
CLIN 0001	AA	440,100.00	
CLIN 0001	AD	0.00	
			<u>440,100.00</u>
CLIN 0003	AB	2,298,235.00	
CLIN 0003	AC	17,832,987.00	
CLIN 0003	AD	0.00	
CLIN 0003	AE	7,500,000.00	
CLIN 0003	AF	3,300,000.00	
CLIN 0003	AG	17,192,400.00	
CLIN 0003	AH	700,000.00	
CLIN 0003	AM	17,045,000.00	
CLIN 0003	AN	5,800.00	
CLIN 0003	AP	20,779,000.00	
CLIN 0003	AS	0.00	
CLIN 0003	AT	6,984,678.52	
CLIN 0003	AW	100,000.00	
CLIN 0003	AY	550,000.00	
			<u>94,288,100.52</u>
CLIN 0005	BA	24,527,878.00	
CLIN 0005	BB	146,000.00	
CLIN 0005	BC	72,000.00	
CLIN 0005	BD	85,000.00	
CLIN 0005	BE	100,000.00	
CLIN 0005	BF	100,000.00	
CLIN 0005	BG	1,975,321.00	
CLIN 0005	BH	38,018,908.00	
CLIN 0005	BL	0.00	
CLIN 0005	BZ	0.00	
			<u>65,025,107.00</u>
CLIN 0007AA	BP	10,352,348.00	

001599

		<u>10,352,348.00</u>
CLIN 0009AA	AQ	45,106.00
CLIN 0009AA	AV	0.00
CLIN 0009AA	BK	256,545.00
CLIN 0009AA	BM	125,000.00
CLIN 0009AA	BN	21,315.00
		<u>447,966.00</u>
CLIN 0009AB	AJ	200,000.00
CLIN 0009AB	AK	85,000.00
CLIN 0009AB	AL	45,000.00
CLIN 0009AB	AQ	59,894.00
CLIN 0009AB	AR	35,000.00
CLIN 0009AB	BK	3,455.00
CLIN 0009AB	BN	81,685.00
CLIN 0009AB	BU	350,000.00
CLIN 0009AB	BV	9,000.00
		<u>869,034.00</u>
CLIN 0013	AU	7,970,000.00
CLIN 0013	AX	3,396,000.00
CLIN 0013	AY	0.00
CLIN 0013	AZ	19,412,000.00
CLIN 0013	BJ	8,023,110.00
		<u>38,801,110.00</u>
CLIN 0017	BW	0.00
CLIN 0017	KM	0.00
		<u>0.00</u>
CLIN 0017AA	BY	3,880,000.00
CLIN 0017AA	BX	1,146,000.00
CLIN 0017AA	BW	84,896,852.00
CLIN 0017AA	BZ	0.00
CLIN 0017AA	KM	192,793,000.00
CLIN 0017AA	KN	0.00
CLIN 0017AA	KQ	66,151.00
CLIN 0017AA	KS	0.00
CLIN 0017AA	KT	385,459,200.00
CLIN 0017AA	KU	2,203,183.00
CLIN 0017AA	KY	0.00
CLIN 0017AA	LC	200,000.00
CLIN 0017AA	LD	7,943,648.00
CLIN 0017AA	LE	0.00
CLIN 0017AA	LH	400,000.00
CLIN 0017AA	LJ	7,476.00
CLIN 0017AA	LK	<u>62,000,000.00</u>

001600

			<u>740,995,510.00</u>
CLIN 0017AB	KL	118,250.00	
			<u>118,250.00</u>
CLIN 0017AC	BZ	190,000.00	
			<u>190,000.00</u>
CLIN 0017AD	KN	0.00	
CLIN 0017AD	KS	0.00	
			<u>0.00</u>
CLIN 0017AE	LL	173,798.00	
			<u>173,798.00</u>
CLIN 0017AH	KT	173,798.00	
			<u>173,798.00</u>
CLIN 0020AA	KN	0.00	
CLIN 0020AA	KQ	26,660.00	
			<u>26,660.00</u>
CLIN 0021AA	KW	0.00	
			<u>0.00</u>
CLIN 0021AB	KV	0.00	
CLIN 0021AB	LB	0.00	
CLIN 0021AB	KX	0.00	
CLIN 0021AB	KY	0.00	
			<u>0.00</u>
CLIN 0021AC	KZ	0.00	
CLIN 0021AC	LA	0.00	
			<u>0.00</u>
CLIN 0022	KW	0.00	
			<u>0.00</u>
CLIN 0023	KX	60,000.00	
CLIN 0023	KY	25,000.00	
CLIN 0023	KV	65,000.00	
CLIN 0023	LB	12,500.00	
CLIN 0023	LF	10,000.00	
			<u>172,500.00</u>

001601

CLIN 0024	LA	13,508.00	
CLIN 0024	LG	62,000.00	
CLIN 0024	KZ	25,000.00	
CLIN 0024	KW	20,000.00	
			<u>120,508.00</u>
CLIN 0025	LE	1,173,850.00	
CLIN 0025	LM	1,007,000.00	
			<u>2,180,850.00</u>
CLIN 0026	LN	1,095,845.00	
			<u>1,095,845.00</u>

(End of Summary of Changes)

001602

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

V 1 7

2. AMENDMENT/MODIFICATION NO. 0172	3. EFFECTIVE DATE 21-Nov-2008	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (if applicable)
ISSUED BY US ARMY SPACE & MISSILE DEFENSE COMMAND WORTSWICK PAL 35 (b)(6)	CODE W9113M	7. ADMINISTERED BY (If other than item 6) DCMA RAYTHEON 50 APPLE HILL DRIVE M/S T2FR2 TEWKSBURY MA 01876	CODE S2205A

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) RAYTHEON COMPANY 350 LOWELL ST. ANDOVER MA 01810-4400	9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED (SEE ITEM 11)
	X 10A. MOD. OF CONTRACT/ORDER NO. DASG60-98-C-0001
	X 10B. DATED (SEE ITEM 13) 30-Jan-1998

CODE 05716 FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of offer  is extended,  is not extended.

Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:  
 (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted;  
 or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)  
See Schedule

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

X D. OTHER (Specify type of modification and authority)  
FAR 52.232-22, "Limitation of Funds"

E. IMPORTANT: Contractor  is not,  is required to sign this document and return \_\_\_\_\_ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
 Modification Control Number: (b)(6)  
 To incrementally fund SubCLIN 001/AA in the amount of \$2,885,000.

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

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) (b)(6)
15B. CONTRACTOR/OFFEROR	16B. UNITED STATES OF AMERICA (b)(6)
15C. DATE SIGNED	16C. DATE SIGNED
(Signature of person authorized to sign)	BY (Signature of Contracting Officer) 21-Nov-2008 (b)(6)

001603

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by \$2,885,000.00 from \$955,471,484.52 to \$958,356,484.52.

SUBCLIN 0017AA:

KT: 21 8 2040 5L 5L68 P172419E555L 255Y 4M8J710600 S01021 4M8J710600/84MJLE/4M5 was increased by \$385,000.00 from \$385,459,200.00 to \$385,844,200.00

LK: 21 9 2040 5L 5L68 P172419E555L 255Y 4M9J730000 S01021 4M9J730000/94MJLE/4M5 was increased by \$2,500,000.00 from \$62,000,000.00 to \$64,500,000.00

Target Cost, Target Fee, and Total for the above \$2,885,000 is distributed as follows and includes a target cost of

[REDACTED] and [REDACTED] (b)(4)  
 which [REDACTED] of target cost less facilities capital cost of money.

Target Cost	[REDACTED]	
Target Fee	[REDACTED]	
Total	\$2,885,000	(b)(4)

IMPLEMENTATION OF AND EXPLANATION OF THE RELATIONSHIP OF THE LIMITATION OF FUNDS (LOF) CLAUSE TO FEE OBLIGATIONS, subparagraph c., is revised to read as follows:

SUBCLIN 0017AA :

	PRIOR	THIS MODIFICATION	CUMULATIVE TOTAL*
(1) Amount Required for Full Funding Including Fee:	\$ 1,442,422,989	\$ 0	\$ 1,442,422,989**
(2) Amount Allotted Under the LOF Clause for Payment of Costs:	[REDACTED]	[REDACTED]	[REDACTED]
(3) Amount Separately Obligated for Payment of Fee:	[REDACTED]	[REDACTED]	[REDACTED]
(4) Total Amount Allotted and Obligated:	\$ 740,995,510	\$2,885,000	\$ 743,880,510
(5) Net Amount Required for Full Funding	\$ 701,427,479	(\$2,885,000)	\$ 698,542,479

\* These figures take into consideration the negotiated total value of SubCLIN 0017AA (This does not include SubCLIN 0017AH and SubCLIN 0017AE)

\*\* THIS AMOUNT INCLUDES A NOT-TO-EXCEED (NTE) AMOUNT OF \$7,059,260, INCLUSIVE OF COST AND FEE, PENDING DEFINITIZATION OF MODIFICATION P00168. THIS NTE IS SUBJECT TO DOWNWARD NEGOTIATION ONLY.

The following is an update to Modification P00171 showing a summary of funding by ACRN through Modification

001604

P00172:

<u>ACRN</u>	<u>FUNDING</u>
AA	440,100.00
AB	2,298,235.00
AC	17,832,987.00
AD	0.00
AE	7,500,000.00
AF	3,300,000.00
AG	17,192,400.00
AH	700,000.00
AJ	200,000.00
AK	85,000.00
AL	45,000.00
AM	17,045,000.00
AN	5,800.00
AP	20,779,000.00
AQ	105,000.00
AR	35,000.00
AS	0.00
AT	6,984,878.52
AU	7,970,000.00
AV	0.00
AW	100,000.00
AX	3,396,000.00
AY	550,000.00
AZ	19,412,000.00
BA	24,527,878.00
BB	146,000.00
BC	72,000.00
BD	85,000.00
BE	100,000.00
BF	100,000.00
BG	1,975,321.00
BH	38,018,908.00
BJ	8,023,110.00
BK	280,000.00
BL	0.00
BM	125,000.00
BN	103,000.00
BP	10,352,348.00
BU	350,000.00
BV	9,000.00
BW	84,896,852.00
BX	1,146,000.00
BY	3,880,000.00
BZ	190,000.00
KL	118,250.00
KM	192,793,000.00

001605

KN	0.00
KQ	92,811.00
KR	0.00
KS	0.00
KT	<b>386,017,998.00</b>
KU	2,203,183.00
KV	65,000.00
KW	20,000.00
KX	60,000.00
KY	25,000.00
KZ	25,000.00
LA	13,508.00
LB	12,500.00
LC	200,000.00
LD	7,943,648.00
LE	1,173,850.00
LF	10,000.00
LG	62,000.00
LH	400,000.00
LJ	7,476.00
LK	<b>\$64,500,000.00</b>
LL	\$173,798.00
LM	\$1,007,000.00
LN	\$1,095,845.00

The following is an update to Modification P00171 showing a summary of funding by CLIN by ACRN through Modification P00172:

<u>CLIN</u>	<u>ACRN</u>	<u>FUNDING AMT</u>	<u>CLIN TOTAL</u>
CLIN 0001	AA	440,100.00	
CLIN 0001	AD	0.00	
			<u>440,100.00</u>
CLIN 0003	AB	2,298,235.00	
CLIN 0003	AC	17,832,987.00	
CLIN 0003	AD	0.00	
CLIN 0003	AE	7,500,000.00	
CLIN 0003	AF	3,300,000.00	
CLIN 0003	AG	17,192,400.00	
CLIN 0003	AH	700,000.00	
CLIN 0003	AM	17,045,000.00	
CLIN 0003	AN	5,800.00	
CLIN 0003	AP	20,779,000.00	
CLIN 0003	AS	0.00	
CLIN 0003	AT	6,984,678.52	
CLIN 0003	AW	100,000.00	
CLIN 0003	AY	550,000.00	

001606

			<u>94,288,100.52</u>
CLIN 0005	BA	24,527,878.00	
CLIN 0005	BB	146,000.00	
CLIN 0005	BC	72,000.00	
CLIN 0005	BD	85,000.00	
CLIN 0005	BE	100,000.00	
CLIN 0005	BF	100,000.00	
CLIN 0005	BG	1,975,321.00	
CLIN 0005	BH	38,018,908.00	
CLIN 0005	BL	0.00	
CLIN 0005	BZ	0.00	
			<u>65,025,107.00</u>
CLIN 0007AA	BP	10,352,348.00	
			<u>10,352,348.00</u>
CLIN 0009AA	AQ	45,106.00	
CLIN 0009AA	AV	0.00	
CLIN 0009AA	BK	256,545.00	
CLIN 0009AA	BM	125,000.00	
CLIN 0009AA	BN	21,315.00	
			<u>447,966.00</u>
CLIN 0009AB	AJ	200,000.00	
CLIN 0009AB	AK	85,000.00	
CLIN 0009AB	AL	45,000.00	
CLIN 0009AB	AQ	59,894.00	
CLIN 0009AB	AR	35,000.00	
CLIN 0009AB	BK	3,455.00	
CLIN 0009AB	BN	81,685.00	
CLIN 0009AB	BU	350,000.00	
CLIN 0009AB	BV	9,000.00	
			<u>869,034.00</u>
CLIN 0013	AU	7,970,000.00	
CLIN 0013	AX	3,396,000.00	
CLIN 0013	AY	0.00	
CLIN 0013	AZ	19,412,000.00	
CLIN 0013	BJ	8,023,110.00	
			<u>38,801,110.00</u>
CLIN 0017	BW	0.00	
CLIN 0017	KM	0.00	
			<u>0.00</u>

001607

CLIN 0017AA	BY	3,880,000.00	
CLIN 0017AA	BX	1,146,000.00	
CLIN 0017AA	BW	84,898,852.00	
CLIN 0017AA	BZ	0.00	
CLIN 0017AA	KM	192,793,000.00	
CLIN 0017AA	KN	0.00	
CLIN 0017AA	KQ	66,151.00	
CLIN 0017AA	KS	0.00	
<b>CLIN 0017AA</b>	<b>KT</b>	<b>385,844,200.00</b>	
CLIN 0017AA	KU	2,203,183.00	
CLIN 0017AA	KY	0.00	
CLIN 0017AA	LC	200,000.00	
CLIN 0017AA	LD	7,943,648.00	
CLIN 0017AA	LE	0.00	
CLIN 0017AA	LH	400,000.00	
CLIN 0017AA	LJ	7,476.00	
<b>CLIN 0017AA</b>	<b>LK</b>	<b>64,500,000.00</b>	
			<b>743,495,510.00</b>
CLIN 0017AB	KL	118,250.00	
			<b>118,250.00</b>
CLIN 0017AC	BZ	190,000.00	
			<b>190,000.00</b>
CLIN 0017AD	KN	0.00	
CLIN 0017AD	KS	0.00	
			<b>0.00</b>
CLIN 0017AE	LL	173,798.00	
			<b>173,798.00</b>
CLIN 0017AH	KT	173,798.00	
			<b>173,798.00</b>
CLIN 0020AA	KN	0.00	
CLIN 0020AA	KQ	26,660.00	
			<b>26,660.00</b>
CLIN 0021AA	KW	0.00	
			<b>0.00</b>
CLIN 0021AB	KV	0.00	
CLIN 0021AB	LB	0.00	
CLIN 0021AB	KX	0.00	

001608

CLIN 0021AB	KY	0.00	<u>0.00</u>
CLIN 0021AC	KZ	0.00	
CLIN 0021AC	LA	0.00	<u>0.00</u>
CLIN 0022	KW	0.00	<u>0.00</u>
CLIN 0023	KX	60,000.00	
CLIN 0023	KY	25,000.00	
CLIN 0023	KV	65,000.00	
CLIN 0023	LB	12,500.00	
CLIN 0023	LF	10,000.00	<u>172,500.00</u>
CLIN 0024	LA	13,508.00	
CLIN 0024	LG	62,000.00	
CLIN 0024	KZ	25,000.00	
CLIN 0024	KW	20,000.00	<u>120,508.00</u>
CLIN 0025	LE	1,173,850.00	
CLIN 0025	LM	1,007,000.00	<u>2,180,850.00</u>
CLIN 0026	LN	1,095,845.00	<u>1,095,845.00</u>

(End of Summary of Changes)

(End of Summary of Changes)

001609

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

3. AMENDMENT/MODIFICATION NO. <b>P00173</b>	3. EFFECTIVE DATE <b>03 DEC 08</b>	4. REQUIREMENT PURCHASE REQ. NO.	5. PROJECT NO. (Applicable)
6. ISSUED BY [Redacted] (b)(6)	CODE [Redacted]	7. ADMINISTERED BY (Other than Item 4) [Redacted]	CODE <b>SP202A</b>

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) SOUTHWEST COMPANY SHELBY ST. ANDOVER, MA 01810-4128	9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED (SEE ITEM 11)
	X 10A. MOD. OF CONTRACT/ORDER NO. [Redacted]
	X 10B. DATED (SEE ITEM 15) <b>30 Jan 2008</b>

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified throughout are for:  is extended,  is not extended.

Offerors acknowledge receipt of this amendment prior to the hour and date specified in the solicitation area created by one of the following methods: (a) by completing Items 8 and 15, and returning copies of this amendment; (b) by acknowledging receipt of this amendment on each copy of this amendment; or (c) by separate letter or telephone call indicating acceptance to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If you wish to amend your bid to changes after receipt of this amendment, such changes may be made by telephone letter, provided such telephone letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS ORDERS IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(c).
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 43.103(d)(2), Mutual Agreement
D. OTHER (Specify type of modification and authority)

13. IMPORTANT: Contractor  is not,  is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF action headings, including solicitation/amendment subject matter where feasible.)  
Modification Control Number: [Redacted]  
To extend the delivery date established in Modification P00187 [Redacted] to 16 December 2008. The parties agree that this extension will not result in any additional costs to the government.

(b)(6)  
(b)(3)(A)  
(i)&Title  
10 Sec 130  
(a)(b)

15A. NAME AND ADDRESS OF CONTRACTING OFFICER (Type or print) [Redacted]	15B. DATE SIGNED <b>12-3-08</b>	15C. NAME AND ADDRESS OF CONTRACTING OFFICER (Type or print) [Redacted]	15D. DATE SIGNED <b>3 Dec 08</b>
--	------------------------------------	--	-------------------------------------

(b)(6)  
(b)(6)  
(b)(6)

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SECTION SF 30 BLOCK 14 CONTINUATION PAGE

**SUMMARY OF CHANGES**

(End of Summary of Changes)

001611



**SUMMARY OF CHANGES**

SECTION F - DELIVERIES OR PERFORMANCE

The following have been modified:

The period of performance for CLINs 0023 and 0024 is through 31 December 2009.

SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by \$215,081,447.00 from \$958,356,484.52 to \$1,173,437,931.52.

SUBCLIN 0017AA:

LK: 21 9 2040 5L 5L68 P172419E555L 255Y 4M9J730000 S01021 4M9J730000/94MJLE/4M5 was increased by \$215,081,447.00 from \$64,500,000.00 to \$279,581,447.00

Target Cost, Target Fee, and Total for the above \$215,081,447 is distributed as follows and includes a target cost of [REDACTED] facilities capital cost of money) and a target incentive fee of [REDACTED] target cost less facilities capital cost of money. (b)(4)

Target Cost	[REDACTED]
Target Fee	[REDACTED]
Total	\$215,081,447

IMPLEMENTATION OF AND EXPLANATION OF THE RELATIONSHIP OF THE LIMITATION OF FUNDS (LOF) CLAUSE TO FEE OBLIGATIONS, subparagraph c., is revised to read as follows:

SUBCLIN 0017AA :

	<u>PRIOR</u>	<u>THIS MODIFICATION</u>	<u>CUMULATIVE TOTAL*</u>
(1) Amount Required for Full Funding, Including Fee:	\$ 1,442,422,989	\$ 0	\$ 1,442,422,989**
(2) Amount Allotted Under the LOF Clause for Payment of Costs:	[REDACTED]	[REDACTED]	[REDACTED]
(3) Amount Separately Obligated for Payment of Fee:	[REDACTED]	[REDACTED]	[REDACTED]
(4) Total Amount Allotted and Obligated:	\$ 743,880,510	\$215,081,447	\$ 958,961,957
(5) Net Amount Required for Full Funding	\$ 698,542,479	(\$215,081,447)	\$ 483,461,032

\* These figures take into consideration the negotiated total value of SubCLIN 0017AA (This does not include SubCLIN 0017AH and SubCLIN 0017AE)

\*\* THIS AMOUNT INCLUDES A NOT-TO-EXCEED (NTE) AMOUNT OF \$7,059,260, INCLUSIVE OF COST AND FEE, PENDING DEFINITIZATION OF MODIFICATION P00168. THIS NTE IS SUBJECT TO

001613

DOWNWARD NEGOTIATION ONLY.

SECTION H - SPECIAL CONTRACT REQUIREMENTS

The following have been modified:

EXERCISE OF OPTION (Applicable to CLINs 0023 and 0024):

CLINs 0023 and 0024 of this contract may be incrementally exercised, at the unilateral option of the Government, at any time during the period of performance through 31 December 2009, up to the DPPH amount set forth in Section B of the contract.

The following is an update to Modification P00172 showing a summary of funding by ACRN through Modification P00174:

<u>ACRN</u>	<u>FUNDING</u>
AA	440,100.00
AB	2,298,235.00
AC	17,832,987.00
AD	0.00
AE	7,500,000.00
AF	3,300,000.00
AG	17,192,400.00
AH	700,000.00
AJ	200,000.00
AK	85,000.00
AL	45,000.00
AM	17,045,000.00
AN	5,800.00
AP	20,779,000.00
AQ	105,000.00
AR	35,000.00
AS	0.00
AT	6,984,678.52
AU	7,970,000.00
AV	0.00
AW	100,000.00
AX	3,396,000.00
AY	550,000.00
AZ	19,412,000.00
BA	24,527,878.00
BB	146,000.00
BC	72,000.00
BD	85,000.00
BE	100,000.00
BF	100,000.00
BG	1,975,321.00
BH	38,018,908.00

001614

BJ	8,023,110.00
BK	260,000.00
BL	0.00
BM	125,000.00
BN	103,000.00
BP	10,352,348.00
BU	350,000.00
BV	9,000.00
BW	84,896,852.00
BX	1,146,000.00
BY	3,880,000.00
BZ	190,000.00
KL	118,250.00
KM	192,793,000.00
KN	0.00
KQ	92,811.00
KR	0.00
KS	0.00
KT	386,017,998.00
KU	2,203,183.00
KV	65,000.00
KW	20,000.00
KX	60,000.00
KY	25,000.00
KZ	25,000.00
LA	13,508.00
LB	12,500.00
LC	200,000.00
LD	7,943,648.00
LE	1,173,850.00
LF	10,000.00
LG	62,000.00
LH	400,000.00
LJ	7,476.00
LK	<b>\$279,581,447.00</b>
LL	\$173,798.00
LM	\$1,007,000.00
LN	\$1,095,845.00

The following is an update to Modification P00172 showing a summary of funding by CLIN by ACRN through Modification P00174:

<u>CLIN</u>	<u>ACRN</u>	<u>FUNDING AMT</u>	<u>CLIN TOTAL</u>
CLIN 0001	AA	440,100.00	
CLIN 0001	AD	0.00	
			<u>440,100.00</u>
CLIN 0003	AB	2,298,235.00	

001615

CLIN 0003	AC	17,832,987.00
CLIN 0003	AD	0.00
CLIN 0003	AE	7,500,000.00
CLIN 0003	AF	3,300,000.00
CLIN 0003	AG	17,192,400.00
CLIN 0003	AH	700,000.00
CLIN 0003	AM	17,045,000.00
CLIN 0003	AN	5,800.00
CLIN 0003	AP	20,779,000.00
CLIN 0003	AS	0.00
CLIN 0003	AT	6,984,678.52
CLIN 0003	AW	100,000.00
CLIN 0003	AY	550,000.00
		<u>94,288,100.52</u>

CLIN 0005	BA	24,527,878.00
CLIN 0005	BB	146,000.00
CLIN 0005	BC	72,000.00
CLIN 0005	BD	85,000.00
CLIN 0005	BE	100,000.00
CLIN 0005	BF	100,000.00
CLIN 0005	BG	1,975,321.00
CLIN 0005	BH	38,018,908.00
CLIN 0005	BL	0.00
CLIN 0005	BZ	0.00
		<u>65,025,107.00</u>

CLIN 0007AA	BP	10,352,348.00
		<u>10,352,348.00</u>

CLIN 0009AA	AQ	45,106.00
CLIN 0009AA	AV	0.00
CLIN 0009AA	BK	256,545.00
CLIN 0009AA	BM	125,000.00
CLIN 0009AA	BN	21,315.00
		<u>447,966.00</u>

CLIN 0009AB	AJ	200,000.00
CLIN 0009AB	AK	85,000.00
CLIN 0009AB	AL	45,000.00
CLIN 0009AB	AQ	59,894.00
CLIN 0009AB	AR	35,000.00
CLIN 0009AB	BK	3,455.00
CLIN 0009AB	BN	81,685.00
CLIN 0009AB	BU	350,000.00
CLIN 0009AB	BV	9,000.00
		<u>869,034.00</u>

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CLIN 0013	AU	7,970,000.00	
CLIN 0013	AX	3,396,000.00	
CLIN 0013	AY	0.00	
CLIN 0013	AZ	19,412,000.00	
CLIN 0013	BJ	8,023,110.00	
			<u>38,801,110.00</u>
CLIN 0017	BW	0.00	
CLIN 0017	KM	0.00	
			<u>0.00</u>
CLIN 0017AA	BY	3,880,000.00	
CLIN 0017AA	BX	1,148,000.00	
CLIN 0017AA	BW	84,896,852.00	
CLIN 0017AA	BZ	0.00	
CLIN 0017AA	KM	192,793,000.00	
CLIN 0017AA	KN	0.00	
CLIN 0017AA	KQ	66,151.00	
CLIN 0017AA	KS	0.00	
CLIN 0017AA	KT	385,844,200.00	
CLIN 0017AA	KU	2,203,183.00	
CLIN 0017AA	KY	0.00	
CLIN 0017AA	LC	200,000.00	
CLIN 0017AA	LD	7,943,848.00	
CLIN 0017AA	LE	0.00	
CLIN 0017AA	LH	400,000.00	
CLIN 0017AA	LJ	7,476.00	
CLIN 0017AA	LK	279,581,447.00	
			<u>958,961,957.00</u>
CLIN 0017AB	KL	118,250.00	
			<u>118,250.00</u>
CLIN 0017AC	BZ	190,000.00	
			<u>190,000.00</u>
CLIN 0017AD	KN	0.00	
CLIN 0017AD	KS	0.00	
			<u>0.00</u>
CLIN 0017AE	LL	173,798.00	
			173,798.00
CLIN 0017AH	KT	173,798.00	
			<u>173,798.00</u>

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CLIN 0020AA	KN	0.00	
CLIN 0020AA	KQ	26,660.00	
			<u>26,660.00</u>
CLIN 0021AA	KW	0.00	
			<u>0.00</u>
CLIN 0021AB	KV	0.00	
CLIN 0021AB	LB	0.00	
CLIN 0021AB	KX	0.00	
CLIN 0021AB	KY	0.00	
			<u>0.00</u>
CLIN 0021AC	KZ	0.00	
CLIN 0021AC	LA	0.00	
			<u>0.00</u>
CLIN 0022	KW	0.00	
			<u>0.00</u>
CLIN 0023	KX	60,000.00	
CLIN 0023	KY	25,000.00	
CLIN 0023	KV	65,000.00	
CLIN 0023	LB	12,500.00	
CLIN 0023	LF	10,000.00	
			<u>172,500.00</u>
CLIN 0024	LA	13,508.00	
CLIN 0024	LG	62,000.00	
CLIN 0024	KZ	25,000.00	
CLIN 0024	KW	20,000.00	
			<u>120,508.00</u>
CLIN 0025	LE	1,173,850.00	
CLIN 0025	LM	1,007,000.00	
			<u>2,180,850.00</u>
CLIN 0026	LN	1,095,845.00	
			<u>1,095,845.00</u>

(End of Summary of Changes)

001618

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

V | 1 | 7

AMENDMENT/MODIFICATION NO. 0175	3. EFFECTIVE DATE 28-Jan-2009	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (if applicable)
6. ISSUED BY US ARMY SPACE & MISSILE DEFENSE COMMAND HUNTSVILLE AL 35890 (b)(6)	CODE WS113M	7. ADMINISTERED BY (If other than item 6) DCMA RAYTHEON 50 APPLE HILL DRIVE M/S T2FR2 TEMPLETON MA 01876	CODE S2205A

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) RAYTHEON COMPANY 350 LOWELL ST. ANDOVER MA 01810-4400	9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED (SEE ITEM 11)
	X 10A. MOD. OF CONTRACT/ORDER NO. DASG60-98-C-0001
	X 10B. DATED (SEE ITEM 13) 30-Jan-1998

CODE 05716 FACILITY CODE

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer  is extended,  is not extended.

Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:  
 (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted;  
 or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)  
See Schedule

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

X D. OTHER (Specify type of modification and authority)  
UNLATERAL: FAR 52.232-22, "Limitation of Funds"

E. IMPORTANT: Contractor  is not,  is required to sign this document and return \_\_\_\_\_ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
 Modification Control Number: (b)(6)  
 To incrementally fund CLIN 0024 in the amount of \$83,200.

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

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) (b)(6)
15B. CONTRACTOR/OFFEROR	16B. LIMITED BY (Type or print) (b)(6)
15C. DATE SIGNED	16C. DATE SIGNED 28-Jan-2009

(Signature of person authorized to sign) (Signature of Contracting Officer)

001619

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION B - SUPPLIES OR SERVICES AND PRICES

SUBCLIN 002405 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
002405	Funding for Simulation Support Task CPFF FOB: Destination				
				ESTIMATED COST	(b)(4)
				FIXED FEE	(b)(4)
				TOTAL EST COST + FEE	\$83,200.00
	ACRN LP				\$83,200.00
	CIN: 00000000000000000000000000000000				

SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by \$83,200.00 from \$1,173,437,931.52 to \$1,173,521,131.52.

SUBCLIN 002405:

Funding on SUBCLIN 002405 is initiated as follows:

ACRN: LP

CIN: 00000000000000000000000000000000

Acctng Data: 21 9 2040 5L 5L68 P172419E555L 255Y 4M9J730900 S01021 4M9J730900/94MJLE/4M5

Increase: \$83,200.00

Total: \$83,200.00

The following is an update to Modification P00174 showing a summary of funding by ACRN through Modification P00175:

<u>ACRN</u>	<u>FUNDING</u>
AA	440,100.00
AB	2,298,235.00

00/620

AC	17,832,987.00
AD	0.00
AE	7,500,000.00
AF	3,300,000.00
AG	17,192,400.00
AH	700,000.00
AJ	200,000.00
AK	85,000.00
AL	45,000.00
AM	17,045,000.00
AN	5,800.00
AP	20,779,000.00
AQ	105,000.00
AR	35,000.00
AS	0.00
AT	6,984,678.52
AU	7,970,000.00
AV	0.00
AW	100,000.00
AX	3,396,000.00
AY	550,000.00
AZ	19,412,000.00
BA	24,527,878.00
BB	146,000.00
BC	72,000.00
BD	85,000.00
BE	100,000.00
BF	100,000.00
BG	1,975,321.00
BH	38,018,908.00
BJ	8,023,110.00
BK	260,000.00
BL	0.00
BM	125,000.00
BN	103,000.00
BP	10,352,348.00
BU	350,000.00
BV	9,000.00
BW	84,896,852.00
BX	1,146,000.00
BY	3,880,000.00
BZ	190,000.00
KL	118,250.00
KM	192,793,000.00
KN	0.00
KQ	92,811.00
KR	0.00
KS	0.00
KT	386,017,998.00
KU	2,203,183.00

001621

KV	65,000.00
KW	20,000.00
KX	60,000.00
KY	25,000.00
KZ	25,000.00
LA	13,508.00
LB	12,500.00
LC	200,000.00
LD	7,943,648.00
LE	1,173,850.00
LF	10,000.00
LG	62,000.00
LH	400,000.00
LJ	7,476.00
LK	\$279,581,447.00
LL	\$173,798.00
LM	\$1,007,000.00
LN	\$1,095,845.00
LP	\$83,200.00

The following is an update to Modification P00174 showing a summary of funding by CLIN by ACRN through Modification P00175:

<u>CLIN</u>	<u>ACRN</u>	<u>FUNDING AMT</u>	<u>CLIN TOTAL</u>
CLIN 0001	AA	440,100.00	
CLIN 0001	AD	0.00	
			<u>440,100.00</u>
CLIN 0003	AB	2,298,235.00	
CLIN 0003	AC	17,832,987.00	
CLIN 0003	AD	0.00	
CLIN 0003	AE	7,500,000.00	
CLIN 0003	AF	3,300,000.00	
CLIN 0003	AG	17,192,400.00	
CLIN 0003	AH	700,000.00	
CLIN 0003	AM	17,045,000.00	
CLIN 0003	AN	5,800.00	
CLIN 0003	AP	20,779,000.00	
CLIN 0003	AS	0.00	
CLIN 0003	AT	6,984,678.52	
CLIN 0003	AW	100,000.00	
CLIN 0003	AY	550,000.00	
			<u>94,288,100.52</u>
CLIN 0005	BA	24,527,878.00	
CLIN 0005	BB	146,000.00	
CLIN 0005	BC	72,000.00	

001622

CLIN 0005	BD	85,000.00
CLIN 0005	BE	100,000.00
CLIN 0005	BF	100,000.00
CLIN 0005	BG	1,975,321.00
CLIN 0005	BH	38,018,908.00
CLIN 0005	BL	0.00
CLIN 0005	BZ	0.00
		<u>65,025,107.00</u>
CLIN 0007AA	BP	10,352,348.00
		<u>10,352,348.00</u>
CLIN 0009AA	AQ	45,106.00
CLIN 0009AA	AV	0.00
CLIN 0009AA	BK	256,545.00
CLIN 0009AA	BM	125,000.00
CLIN 0009AA	BN	21,315.00
		<u>447,966.00</u>
CLIN 0009AB	AJ	200,000.00
CLIN 0009AB	AK	85,000.00
CLIN 0009AB	AL	45,000.00
CLIN 0009AB	AQ	59,894.00
CLIN 0009AB	AR	35,000.00
CLIN 0009AB	BK	3,455.00
CLIN 0009AB	BN	81,685.00
CLIN 0009AB	BU	350,000.00
CLIN 0009AB	BV	9,000.00
		<u>869,034.00</u>
CLIN 0013	AU	7,970,000.00
CLIN 0013	AX	3,396,000.00
CLIN 0013	AY	0.00
CLIN 0013	AZ	19,412,000.00
CLIN 0013	BJ	8,023,110.00
		<u>38,801,110.00</u>
CLIN 0017	BW	0.00
CLIN 0017	KM	0.00
		<u>0.00</u>
CLIN 0017AA	BY	3,880,000.00
CLIN 0017AA	BX	1,146,000.00
CLIN 0017AA	BW	84,896,852.00
CLIN 0017AA	BZ	0.00
CLIN 0017AA	KM	192,793,000.00
CLIN 0017AA	KN	0.00

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CLIN 0017AA	KQ	66,151.00	
CLIN 0017AA	KS	0.00	
CLIN 0017AA	KT	385,844,200.00	
CLIN 0017AA	KU	2,203,183.00	
CLIN 0017AA	KY	0.00	
CLIN 0017AA	LC	200,000.00	
CLIN 0017AA	LD	7,943,648.00	
CLIN 0017AA	LE	0.00	
CLIN 0017AA	LH	400,000.00	
CLIN 0017AA	LJ	7,476.00	
CLIN 0017AA	LK	279,581,447.00	
			<u>958,961,957.00</u>
CLIN 0017AB	KL	118,250.00	
			<u>118,250.00</u>
CLIN 0017AC	BZ	190,000.00	
			<u>190,000.00</u>
CLIN 0017AD	KN	0.00	
CLIN 0017AD	KS	0.00	
			<u>0.00</u>
CLIN 0017AE	LL	173,798.00	
			173,798.00
CLIN 0017AH	KT	173,798.00	
			<u>173,798.00</u>
CLIN 0020AA	KN	0.00	
CLIN 0020AA	KQ	26,660.00	
			<u>26,660.00</u>
CLIN 0021AA	KW	0.00	
			<u>0.00</u>
CLIN 0021AB	KV	0.00	
CLIN 0021AB	LB	0.00	
CLIN 0021AB	KX	0.00	
CLIN 0021AB	KY	0.00	
			<u>0.00</u>
CLIN 0021AC	KZ	0.00	
CLIN 0021AC	LA	0.00	

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			<u>0.00</u>
CLIN 0022	KW	0.00	<u>0.00</u>
CLIN 0023	KX	60,000.00	
CLIN 0023	KY	25,000.00	
CLIN 0023	KV	65,000.00	
CLIN 0023	LB	12,500.00	
CLIN 0023	LF	10,000.00	
			<u>172,500.00</u>
CLIN 0024	LA	13,508.00	
CLIN 0024	LG	62,000.00	
CLIN 0024	KZ	25,000.00	
CLIN 0024	KW	20,000.00	
CLIN 0024	LP	83,200.00	
			<u>203,708.00</u>
CLIN 0025	LE	1,173,850.00	
CLIN 0025	LM	1,007,000.00	
			<u>2,180,850.00</u>
CLIN 0026	LN	1,095,845.00	
			<u>1,095,845.00</u>

(End of Summary of Changes)

001625

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACTED CODE V	PAGE OF PAGES 1   0
2. AMENDMENT/MODIFICATION NO. P00176		3. EFFECTIVE DATE 24 FEB 09		4. REQUISITION/PURCHASE REQ. NO.	
5. OFFICE AGENCY & SERVICE CENTER COMMAND MONTICELLO AFB (b)(6)		6. ISSUED BY CODE MST/CSM		7. ADMINISTERED BY (Other than item 4) CODE S2206A	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) RAYTHEON COMPANY 510 LOWELL ST. ANDOVER MASS 01910-0000				9A. AMENDMENT OF SOLICITATION NO.	
CODE 09718				9B. DATED (SEE ITEM 11)	
FACILITY CODE				X 10A. MOD. OF CONTRACT/ORDER NO. C-0000-00-C-0001	
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				X 10B. DATED (SEE ITEM 12) 30 Jan 1999	
<input type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of offers <input type="checkbox"/> is amended, <input type="checkbox"/> is not amended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing item 6 and 15, and returning copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes confirmation of dissemination and amendment number. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. Any change to this amendment you desire to change as set forth directly submitted, such change may be made by separate letter, provided such separate letter makes reference to the solicitation and this amendment, and is received before the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Subguide					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
A. THE CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE BY THE CONTRACT ORDER NO. IN ITEM 10A.					
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as change in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).					
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Change Order; FAR 52.233-22, "Limitation of Funds"					
D. OTHER (Specify type of modification and authority)					
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return 1 copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: [REDACTED] To increase and fund SubCLIN 0017AA in the amount of \$235,000 for the conversion of the following two (2) items from Government Furnished Equipment (GFE) to Contractor Furnished Equipment (CFE): ANFRO-150C Base Station Adapter, SF-08031-0002, NSN 6885-01-010-0008 and DPLSER, DFR-1029K, NSN 6885-01-000-4411.					
Except as provided herein, all terms and conditions of the document referenced in item 8A or 8B, as hereinafter changed, remain unchanged and in full force and effect.					
15A. NAME AND TITLE OF SOURCE (Type of print)			15B. NAME AND TITLE OF CONTRACTING OFFICER (Type of print)		
[REDACTED]			[REDACTED]		
15C. DATE SIGNED 2-23-09		15D. DATE SIGNED 24 Feb 09			
(Signature of person authorized to sign)		(Signature of Contracting Officer)			

EXCEPTION TO SF 30  
APPROVED BY OIRM 11-84

36-105-04

STANDARD FORM 30 (Rev. 10-83)  
Prescribed by GSA  
FAR (48 CFR) 53.243

001626

(b)(6)

(b)(6)

(b)(6)

(b)(6)

SUMMARY OF CHANGES

1. SECTION A - SOLICITATION/CONTRACT FORM

The total cost of this contract was increased by \$235,566.00 from \$1,665,779,228.00 to \$1,666,014,794.00\*.

\*THIS AMOUNT INCLUDES A NOT-TO-EXCEED (NTE) AMOUNT OF \$7,059,260, INCLUSIVE OF COST AND FEE, PENDING DEFINITIZATION OF MODIFICATION P00168. THIS NTE IS SUBJECT TO DOWNWARD NEGOTIATION ONLY.

2. SECTION B - SUPPLIES OR SERVICES AND PRICES

SUBCLIN 0017AA

The target cost has increased by [REDACTED] (b)(4)

The target profit/fee has increased by [REDACTED]

The total cost of this line item has increased by \$235,566.00 from \$1,442,422,989.00 to \$1,442,658,555.00\*.

This includes a target cost of [REDACTED] capital cost of money) and a target fee of [REDACTED] which is [REDACTED] of target cost less facilities capital cost of money. (b)(4)

\*THIS AMOUNT INCLUDES A NOT-TO-EXCEED (NTE) AMOUNT OF \$7,059,260, INCLUSIVE OF COST AND FEE, PENDING DEFINITIZATION OF MODIFICATION P00168. THIS NTE IS SUBJECT TO DOWNWARD NEGOTIATION ONLY.

The following Section B clauses are hereby revised:

B-17. INCENTIVE FEE FOR SUBCLIN 0017AA/CLIN 0018 (SEE H-19):

In accordance with FAR 52.216-7, entitled "Allowable Cost and Payments", and FAR 52.216-10, entitled "Incentive Fee", the total amount for reimbursement of cost and fee for performance under SubCLIN 0017AA/CLIN 0018 are set forth below:

Target Cost [REDACTED]  
Target Fee [REDACTED] (b)(4)

Incentive Arrangement: Maximum Fee: [REDACTED]  
Minimum Fee: [REDACTED]

(Share Ratio: Government/Contractor)

Underrun: [REDACTED] for the amount by which the total allowable cost is less than the target cost until maximum fee is attained.

Overrun: [REDACTED] for the amount by which the total allowable cost exceeds the target cost until minimum fee is attained. (b)(4)

FAR 52.216-10, INCENTIVE, paragraph (e)(1), is stated as follows:

(e) Fee Payable.

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(1) The fee payable under this contract shall be the target fee increased by [redacted] as for every dollar that the total allowable cost is less than the target cost or decreased by [redacted] for every dollar that the total allowable cost exceeds the target cost. In no event shall the fee be greater than [redacted] or less than [redacted] of the target cost. (b)(4)

**B-18. TARGET COST, TARGET FEE, MINIMUM INCENTIVE FEE, MAXIMUM INCENTIVE FEE, AND INCENTIVE ARRANGEMENT FOR SUBCLIN 0017AA/CLIN 0018:**

SUBCLIN 0017AA – (Two SDD ILENS Systems)

- a. Target cost: [redacted]
- b. Target fee: [redacted]
- c. Minimum incentive fee: [redacted]
- d. Maximum incentive fee: [redacted]
- e. Total target cost and target fee: **\$1,442,658,555\***

(b)(4)

\* THIS AMOUNT INCLUDES A NOT-TO-EXCEED (NTE) AMOUNT OF \$7,059,260, INCLUSIVE OF COST AND FEE, PENDING DEFINITIZATION OF MODIFICATION P00168. THIS NTE IS SUBJECT TO DOWNWARD NEGOTIATION ONLY.

**3. SECTION G - CONTRACT ADMINISTRATION DATA**

**Accounting and Appropriation**

**Summary for the Payment Office**

As a result of this modification, the total funded amount for this document was increased by \$235,566.00 from \$1,173,521,131.52 to \$1,173,756,697.52.

**SUBCLIN 0017AA:**

LQ: 21 9 2040 5L 5L68 P172419E555L 255Y 4M9J731000 S01021 4M9J731000/94MJLE/4M5 was increased by \$235,566.00 from \$0.00 to \$235,566.00

The contract ACRN LQ has been added.

Target Cost, Target Fee, and Total for the above \$235,566 is distributed as follows and includes a target cost of [redacted] (capital cost of money) and a target incentive fee of [redacted] which is [redacted] of target cost less facilities capital cost of money. (b)(4)

Target Cost	[redacted]
Target Fee	[redacted]
Total	<b>\$235,566</b>

Paragraph G-6, IMPLEMENTATION OF AND EXPLANATION OF THE RELATIONSHIP OF THE LIMITATION OF FUNDS (LOF) CLAUSE TO FEE OBLIGATIONS, subparagraph c., is revised to read as follows:

**SUBCLIN 0017AA :**

	<u>PRIOR</u>	<u>THIS MODIFICATION</u>	<u>CUMULATIVE TOTAL*</u>
(1) Amount Required for Full Funding,			

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<b>Including Fee:</b>	<b>\$ 1,442,422,989</b>	<b>\$ 235,566</b>	<b>\$ 1,442,658,555**</b>
(2) <b>Amount Allotted Under the LOF Clause for Payment of Costs:</b>	[REDACTED]		
(3) <b>Amount Separately Obligated for Payment of Fee:</b>	[REDACTED]		
(4) <b>Total Amount Allotted and Obligated:</b>	<b>\$ 958,961,957</b>	<b>\$ 235,566</b>	<b>\$ 959,197,523</b>
(5) <b>Net Amount Required for Full Funding</b>	<b>\$ 483,461,032</b>	<b>\$ 0</b>	<b>\$ 483,461,032</b>

(b)(4)

\* These figures take into consideration the negotiated total value of SubCLIN 0017AA (This does not include SubCLIN 17AH).

\*\* THIS AMOUNT INCLUDES A NOT-TO-EXCEED (NTE) AMOUNT OF \$7,059,260, INCLUSIVE OF COST AND FEE, PENDING DEFINITIZATION OF MODIFICATION P00168. THIS NTE IS SUBJECT TO DOWNWARD NEGOTIATION ONLY.

4. SECTION H – SPECIAL CONTRACT REQUIREMENTS is changed as follows:

Paragraph H-10, INCREMENTAL FUNDING OF THE CONTRACT, subparagraph c., is revised as follows:

c. Pursuant to the LIMITATION OF FUNDS clause, the sum of \$959,197,523 is presently allotted to CLIN 0017AA and available for payment to cover the work to be performed hereunder .

Paragraph H-19, INCENTIVE FEE STRUCTURE AND PAYMENT FOR CLIN 0017, SYSTEM DEVELOPMENT AND DEMONSTRATION (SDD), subparagraphs a. and b., are revised as follows:

a. General .

SubCLIN 0017AA, System Development and Demonstration (SDD), is a cost-plus-incentive-fee (CPIF) Line Item with cost and schedule incentives as described below. Paragraph H-19(b) applies only to the Cost Incentive and Paragraph H-19(c) applies only to the Schedule Incentive. The contract price amount of \$1,442,658,555\* includes a target cost of [REDACTED] which includes [REDACTED] cost and [REDACTED] facilities capital cost of money) and a target incentive fee [REDACTED] which is [REDACTED] of target cost less facilities capital cost of money.

(b)(4)

\* THIS AMOUNT INCLUDES A NOT-TO-EXCEED (NTE) AMOUNT OF \$7,059,260, INCLUSIVE OF COST AND FEE, PENDING DEFINITIZATION OF MODIFICATION P00168. THIS NTE IS SUBJECT TO DOWNWARD NEGOTIATION ONLY.

b. Cost Incentive.

(1) The target fee payable under SubCLIN 0017AA is [REDACTED] of the target cost less facilities capital cost of money [REDACTED] an amount equal to [REDACTED]

(b)(4)

(2) The maximum fee payable under SubCLIN 0017AA is [REDACTED] of the target cost less facilities capital cost of money [REDACTED] in amount equal to [REDACTED]

(3) The minimum fee payable under SubCLIN 0017AA is [REDACTED] of the target cost less facilities capital cost of money [REDACTED] an amount equal to [REDACTED]

(b)(4)

(4) Fee will be adjusted for actual cost that is less than or more than the target cost stated above using a share ratio of [REDACTED] Government / [REDACTED] Contractor for actual costs less than the target cost, and a ratio of [REDACTED] Government / [REDACTED] Contractor for actual costs greater than the target cost range applied according to Paragraph H-19(c)(1).

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(5) Nothing stated in this clause shall take precedence over the clause 52.216-10 - Incentive Fee contained in this contract.

5. The following is an update to Modification P00175 showing a summary of funding by ACRN through Modification P00176:

<u>ACRN</u>	<u>FUNDING</u>
AA	440,100.00
AB	2,298,235.00
AC	17,832,987.00
AD	0.00
AE	7,500,000.00
AF	3,300,000.00
AG	17,192,400.00
AH	700,000.00
AJ	200,000.00
AK	85,000.00
AL	45,000.00
AM	17,045,000.00
AN	5,800.00
AP	20,779,000.00
AQ	105,000.00
AR	35,000.00
AS	0.00
AT	6,984,678.52
AU	7,970,000.00
AV	0.00
AW	100,000.00
AX	3,396,000.00
AY	550,000.00
AZ	19,412,000.00
BA	24,527,878.00
BB	146,000.00
BC	72,000.00
BD	85,000.00
BE	100,000.00
BF	100,000.00
BG	1,975,321.00
BH	38,018,908.00
BJ	8,023,110.00
BK	260,000.00
BL	0.00
BM	125,000.00
BN	103,000.00
BP	10,352,348.00
BU	350,000.00
BV	9,000.00
BW	84,896,852.00
BX	1,146,000.00

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BY	3,880,000.00
BZ	190,000.00
KL	118,250.00
KM	192,793,000.00
KN	0.00
KQ	92,811.00
KR	0.00
KS	0.00
KT	386,017,998.00
KU	2,203,183.00
KV	65,000.00
KW	20,000.00
KX	60,000.00
KY	25,000.00
KZ	25,000.00
LA	13,508.00
LB	12,500.00
LC	200,000.00
LD	7,943,648.00
LE	1,173,850.00
LF	10,000.00
LG	62,000.00
LH	400,000.00
LJ	7,476.00
LK	\$279,581,447.00
LL	\$173,798.00
LM	\$1,007,000.00
LN	\$1,095,845.00
LP	\$83,200.00
LQ	\$235,566.00

The following is an update to Modification P00175 showing a summary of funding by CLIN by ACRN through Modification P00176:

<u>CLIN</u>	<u>ACRN</u>	<u>FUNDING AMT</u>	<u>CLIN TOTAL</u>
CLIN 0001	AA	440,100.00	
CLIN 0001	AD	0.00	
			<u>440,100.00</u>
CLIN 0003	AB	2,298,235.00	
CLIN 0003	AC	17,832,987.00	
CLIN 0003	AD	0.00	
CLIN 0003	AE	7,500,000.00	
CLIN 0003	AF	3,300,000.00	
CLIN 0003	AG	17,192,400.00	
CLIN 0003	AH	700,000.00	
CLIN 0003	AM	17,045,000.00	
CLIN 0003	AN	5,800.00	

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CLIN 0003	AP	20,779,000.00
CLIN 0003	AS	0.00
CLIN 0003	AT	6,984,678.52
CLIN 0003	AW	100,000.00
CLIN 0003	AY	550,000.00
		<u>94,288,100.52</u>
CLIN 0005	BA	24,527,878.00
CLIN 0005	BB	146,000.00
CLIN 0005	BC	72,000.00
CLIN 0005	BD	85,000.00
CLIN 0005	BE	100,000.00
CLIN 0005	BF	100,000.00
CLIN 0005	BG	1,975,321.00
CLIN 0005	BH	38,018,908.00
CLIN 0005	BL	0.00
CLIN 0005	BZ	0.00
		<u>65,025,107.00</u>
CLIN 0007AA	BP	10,352,348.00
		<u>10,352,348.00</u>
CLIN 0009AA	AQ	45,106.00
CLIN 0009AA	AV	0.00
CLIN 0009AA	BK	256,545.00
CLIN 0009AA	BM	125,000.00
CLIN 0009AA	BN	21,315.00
		<u>447,966.00</u>
CLIN 0009AB	AJ	200,000.00
CLIN 0009AB	AK	85,000.00
CLIN 0009AB	AL	45,000.00
CLIN 0009AB	AQ	59,894.00
CLIN 0009AB	AR	35,000.00
CLIN 0009AB	BK	3,455.00
CLIN 0009AB	BN	81,685.00
CLIN 0009AB	BU	350,000.00
CLIN 0009AB	BV	9,000.00
		<u>869,034.00</u>
CLIN 0013	AU	7,970,000.00
CLIN 0013	AX	3,396,000.00
CLIN 0013	AY	0.00
CLIN 0013	AZ	19,412,000.00
CLIN 0013	BJ	8,023,110.00
		<u>38,801,110.00</u>

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CLIN 0017	BW	0.00	
CLIN 0017	KM	0.00	
			<u>0.00</u>
CLIN 0017AA	BY	3,880,000.00	
CLIN 0017AA	BX	1,146,000.00	
CLIN 0017AA	BW	84,896,852.00	
CLIN 0017AA	BZ	0.00	
CLIN 0017AA	KM	192,793,000.00	
CLIN 0017AA	KN	0.00	
CLIN 0017AA	KQ	66,151.00	
CLIN 0017AA	KS	0.00	
CLIN 0017AA	KT	385,844,200.00	
CLIN 0017AA	KU	2,203,183.00	
CLIN 0017AA	KY	0.00	
CLIN 0017AA	LC	200,000.00	
CLIN 0017AA	LD	7,943,648.00	
CLIN 0017AA	LE	0.00	
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CLIN 0017AA	LJ	7,476.00	
CLIN 0017AA	LK	279,581,447.00	
<b>CLIN 0017AA</b>	<b>LQ</b>	<b>235,566.00</b>	
			<u><b>959,197,523.00</b></u>
CLIN 0017AB	KL	118,250.00	
			<u>118,250.00</u>
CLIN 0017AC	BZ	190,000.00	
			<u>190,000.00</u>
CLIN 0017AD	KN	0.00	
CLIN 0017AD	KS	0.00	
			<u>0.00</u>
CLIN 0017AE	LL	173,798.00	
			173,798.00
CLIN 0017AH	KT	173,798.00	
			<u>173,798.00</u>
CLIN 0020AA	KN	0.00	
CLIN 0020AA	KQ	26,660.00	
			<u>26,660.00</u>
CLIN 0021AA	KW	0.00	

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			<u>0.00</u>
CLIN 0021AB	KV	0.00	
CLIN 0021AB	LB	0.00	
CLIN 0021AB	KX	0.00	
CLIN 0021AB	KY	0.00	
			<u>0.00</u>
CLIN 0021AC	KZ	0.00	
CLIN 0021AC	LA	0.00	
			<u>0.00</u>
CLIN 0022	KW	0.00	
			<u>0.00</u>
CLIN 0023	KX	60,000.00	
CLIN 0023	KY	25,000.00	
CLIN 0023	KV	65,000.00	
CLIN 0023	LB	12,500.00	
CLIN 0023	LF	10,000.00	
			<u>172,500.00</u>
CLIN 0024	LA	13,508.00	
CLIN 0024	LG	62,000.00	
CLIN 0024	KZ	25,000.00	
CLIN 0024	KW	20,000.00	
CLIN 0024	LP	83,200.00	
			<u>203,708.00</u>
CLIN 0025	LE	1,173,850.00	
CLIN 0025	LM	1,007,000.00	
			<u>2,180,850.00</u>
CLIN 0026	LN	1,095,845.00	
			<u>1,095,845.00</u>

(End of Summary of Changes)

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AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACTED CODE V	PAGE OF PAGES 1   8
2. AMENDMENT/MODIFICATION NO. PO0177	3. EFFECTIVE DATE 24 FEB 09	4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (if applicable)
6. ISSUED BY [REDACTED]	CODE NS11SM	7. ADMINISTERED BY (Other than Issuer) [REDACTED]		CODE 52208A
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) RAUTHEM COMPANY [REDACTED]		9A. AMENDMENT OF SOLICITATION NO.		
CODE 05716		FACILITY CODE		
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of this amendment; (b) By acknowledging receipt of this amendment on each copy of this offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment number. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. Any other offer submitted you desire to change an offer already submitted, such change may be made by telegram letter, provided such telegram letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.				
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule				
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS UNDER IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.				
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.				
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).				
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF FAR 42.203-22, "Limitation of Funds" and FAR 42.203-1				
D. OTHER (Specify type of modification and authority)				
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return 1 copies to the issuing office.				
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF action headings, including solicitation/contract subject matter where feasible.) Modification Control Number: [REDACTED] To increase CLN 0023 in the amount of \$131,725 and provide incremental funding in the amount of \$125,000 for construction of [REDACTED] (b)(3)(A) (i)&Title 10 Sec 130 (a)(b)				
Except as provided herein, all terms and conditions of the document referred to in Item 5A or 10A, as herein amended, remain unchanged and in full force and effect.				
15A. [REDACTED]	15B. NAME AND TITLE OF CONTRACTING OFFICER [REDACTED]		15C. DATE SIGNED 24 Feb 09	
15D. DATE SIGNED 203-09		15E. DATE SIGNED 24 Feb 09		

EXCEPTION TO SF 30  
APPROVED BY OIRM 11-84

30-105-04

STANDARD FORM 30 (Rev. 10-83)  
Prescribed by GSA  
FAR (48 CFR) 53.243

001635

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

1. SECTION A - SOLICITATION/CONTRACT FORM

The total cost of this contract was increased by \$131,725.00 from \$1,666,014,794.00 to \$1,666,146,519.00\*.

\*THIS AMOUNT INCLUDES A NOT-TO-EXCEED (NTE) AMOUNT OF \$7,059,260, INCLUSIVE OF COST AND FEE, PENDING DEFINITIZATION OF MODIFICATION P00168. THIS NTE IS SUBJECT TO DOWNWARD NEGOTIATION ONLY.

2. SECTION B - SUPPLIES OR SERVICES AND PRICES

CLIN 0023

The estimated/max cost has increased by [REDACTED]  
The fixed fee has increased by [REDACTED]  
The total cost of this line item has increased by \$131,725.00 from \$165,775.00 to \$297,500.00.

(b)(4)

SUBCLIN 002306 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
002306	Funding for CLIN 0023, CPFF FOB: Destination	[REDACTED]			(b)(3)(A)(i)&Title 10 Sec 130 (a)(b)
	ACRN LQ CIN: 00000000000000000000000000000000				\$125,000.00

3. SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by \$125,000.00 from \$1,173,756,697.52 to \$1,173,881,697.52.

SUBCLIN 002306:

Funding on SUBCLIN 002306 is initiated as follows:

ACRN: LR

CIN: 00000000000000000000000000000000

Acctng Data: 9790400 1202 189 JT01 606051 600008 59233 65126J 667100 FSR: 037441 PSR: E07381 DSR 165386 F67100

001636

Increase: \$125,000.00

Total: \$125,000.00

4. The following is an update to Modification P00176 showing a summary of funding by ACRN through Modification P00177:

<u>ACRN</u>	<u>FUNDING</u>
AA	440,100.00
AB	2,298,235.00
AC	17,832,987.00
AD	0.00
AE	7,500,000.00
AF	3,300,000.00
AG	17,192,400.00
AH	700,000.00
AJ	200,000.00
AK	85,000.00
AL	45,000.00
AM	17,045,000.00
AN	5,800.00
AP	20,779,000.00
AQ	105,000.00
AR	35,000.00
AS	0.00
AT	6,984,678.52
AU	7,970,000.00
AV	0.00
AW	100,000.00
AX	3,396,000.00
AY	550,000.00
AZ	19,412,000.00
BA	24,527,878.00
BB	146,000.00
BC	72,000.00
BD	85,000.00
BE	100,000.00
BF	100,000.00
BG	1,975,321.00
BH	38,018,908.00
BJ	8,023,110.00
BK	260,000.00
BL	0.00
BM	125,000.00
BN	103,000.00
BP	10,352,348.00
BU	350,000.00

001637

BV	9,000.00
BW	84,896,852.00
BX	1,146,000.00
BY	3,880,000.00
BZ	190,000.00
KL	118,250.00
KM	192,793,000.00
KN	0.00
KQ	92,811.00
KR	0.00
KS	0.00
KT	386,017,998.00
KU	2,203,183.00
KV	65,000.00
KW	20,000.00
KX	60,000.00
KY	25,000.00
KZ	25,000.00
LA	13,508.00
LB	12,500.00
LC	200,000.00
LD	7,943,648.00
LE	1,173,850.00
LF	10,000.00
LG	62,000.00
LH	400,000.00
LJ	7,476.00
LK	\$279,581,447.00
LL	\$173,798.00
LM	\$1,007,000.00
LN	\$1,095,845.00
LP	\$83,200.00
LQ	\$235,566.00
LR	\$125,000.00

The following is an update to Modification P00176 showing a summary of funding by CLIN by ACRN through Modification P00177:

<u>CLIN</u>	<u>ACRN</u>	<u>FUNDING AMT</u>	<u>CLIN TOTAL</u>
CLIN 0001	AA	440,100.00	
CLIN 0001	AD	0.00	
			<u>440,100.00</u>
CLIN 0003	AB	2,298,235.00	
CLIN 0003	AC	17,832,987.00	
CLIN 0003	AD	0.00	
CLIN 0003	AE	7,500,000.00	
CLIN 0003	AF	3,300,000.00	

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CLIN 0003	AG	17,192,400.00
CLIN 0003	AH	700,000.00
CLIN 0003	AM	17,045,000.00
CLIN 0003	AN	5,800.00
CLIN 0003	AP	20,779,000.00
CLIN 0003	AS	0.00
CLIN 0003	AT	6,984,678.52
CLIN 0003	AW	100,000.00
CLIN 0003	AY	550,000.00
		<u>94,288,100.52</u>

CLIN 0005	BA	24,527,878.00
CLIN 0005	BB	146,000.00
CLIN 0005	BC	72,000.00
CLIN 0005	BD	85,000.00
CLIN 0005	BE	100,000.00
CLIN 0005	BF	100,000.00
CLIN 0005	BG	1,975,321.00
CLIN 0005	BH	38,018,908.00
CLIN 0005	BL	0.00
CLIN 0005	BZ	0.00
		<u>65,025,107.00</u>

CLIN 0007AA	BP	10,352,348.00
		<u>10,352,348.00</u>

CLIN 0009AA	AQ	45,106.00
CLIN 0009AA	AV	0.00
CLIN 0009AA	BK	256,545.00
CLIN 0009AA	BM	125,000.00
CLIN 0009AA	BN	21,315.00
		<u>447,966.00</u>

CLIN 0009AB	AJ	200,000.00
CLIN 0009AB	AK	85,000.00
CLIN 0009AB	AL	45,000.00
CLIN 0009AB	AQ	59,894.00
CLIN 0009AB	AR	35,000.00
CLIN 0009AB	BK	3,455.00
CLIN 0009AB	BN	81,685.00
CLIN 0009AB	BU	350,000.00
CLIN 0009AB	BV	9,000.00
		<u>869,034.00</u>

CLIN 0013	AU	7,970,000.00
CLIN 0013	AX	3,396,000.00
CLIN 0013	AY	0.00

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CLIN 0013	AZ	19,412,000.00	
CLIN 0013	BJ	8,023,110.00	
			<u>38,801,110.00</u>
CLIN 0017	BW	0.00	
CLIN 0017	KM	0.00	
			<u>0.00</u>
CLIN 0017AA	BY	3,880,000.00	
CLIN 0017AA	BX	1,146,000.00	
CLIN 0017AA	BW	84,896,852.00	
CLIN 0017AA	BZ	0.00	
CLIN 0017AA	KM	192,793,000.00	
CLIN 0017AA	KN	0.00	
CLIN 0017AA	KQ	66,151.00	
CLIN 0017AA	KS	0.00	
CLIN 0017AA	KT	385,844,200.00	
CLIN 0017AA	KU	2,203,183.00	
CLIN 0017AA	KY	0.00	
CLIN 0017AA	LC	200,000.00	
CLIN 0017AA	LD	7,943,648.00	
CLIN 0017AA	LE	0.00	
CLIN 0017AA	LH	400,000.00	
CLIN 0017AA	LJ	7,476.00	
CLIN 0017AA	LK	279,581,447.00	
CLIN 0017AA	LQ	235,566.00	
			<u>959,197,523.00</u>
CLIN 0017AB	KL	118,250.00	
			<u>118,250.00</u>
CLIN 0017AC	BZ	190,000.00	
			<u>190,000.00</u>
CLIN 0017AD	KN	0.00	
CLIN 0017AD	KS	0.00	
			<u>0.00</u>
CLIN 0017AE	LL	173,798.00	
			173,798.00
CLIN 0017AH	KT	173,798.00	
			<u>173,798.00</u>
CLIN 0020AA	KN	0.00	

001640

CLIN 0020AA	KQ	26,660.00	<u>26,660.00</u>
CLIN 0021AA	KW	0.00	<u>0.00</u>
CLIN 0021AB	KV	0.00	
CLIN 0021AB	LB	0.00	
CLIN 0021AB	KX	0.00	
CLIN 0021AB	KY	0.00	<u>0.00</u>
CLIN 0021AC	KZ	0.00	
CLIN 0021AC	LA	0.00	<u>0.00</u>
CLIN 0022	KW	0.00	<u>0.00</u>
CLIN 0023	KX	60,000.00	
CLIN 0023	KY	25,000.00	
CLIN 0023	KV	65,000.00	
CLIN 0023	LB	12,500.00	
CLIN 0023	LF	10,000.00	
CLIN 0023	LR	\$125,000.00	<u>297,500.00</u>
CLIN 0024	LA	13,508.00	
CLIN 0024	LG	62,000.00	
CLIN 0024	KZ	25,000.00	
CLIN 0024	KW	20,000.00	
CLIN 0024	LP	83,200.00	<u>203,708.00</u>
CLIN 0025	LE	1,173,850.00	
CLIN 0025	LM	1,007,000.00	<u>2,180,850.00</u>
CLIN 0026	LN	1,095,845.00	<u>1,095,845.00</u>

(End of Summary of Changes)

001641

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001642

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

V | 1 | 7

1. AMENDMENT/MODIFICATION NO. 0178		3. EFFECTIVE DATE 24-Feb-2009	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (if applicable)
6. ISSUED BY US ARMY SPACE & MISSILE DEFENSE COMMAND HUNTSVILLE AL (b)(6)		CODE WG113M	7. ADMINISTERED BY (If other than item 6) DCMA RAYTHEON 30 APPLE HILL DRIVE M/S T2FR2 TEMBURRY MA 01878	
			CODE S2205A	

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) RAYTHEON COMPANY 350 LOWELL ST. ANDOVER MA 01810-4400	9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED (SEE ITEM 11)
	X 10A. MOD. OF CONTRACT/ORDER NO. DASG60-98-C-0001
	X 10B. DATED (SEE ITEM 13) 30-Jan-1998

CODE 05716 FACILITY CODE

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer  is extended,  is not extended.

Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:  
 (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted;  
 or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)  
See Schedule

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

X D. OTHER (Specify type of modification and authority)  
UNILATERAL: FAR 52.232-22, "Limitation of Funds"

E. IMPORTANT: Contractor  is not,  is required to sign this document and return \_\_\_\_\_ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
 Modification Control Number: (b)(6)  
 To incrementally fund CLIN 0025 in the amount of \$220,200.

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) (b)(6)	
15B. CONTRACTOR/OFFEROR		16B. UNITED STATES OF AMERICA BY (b)(6) (Signature of Contracting Officer)	
15C. DATE SIGNED		16C. DATE SIGNED 24-Feb-2009	

EXCEPTION TO SF 30 20 105 04 STANTARY FROM 20 / Rev 10.871

001643

**SUMMARY OF CHANGES**

**1. SECTION G - CONTRACT ADMINISTRATION DATA**

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by \$220,200.00 from \$1,173,881,697.52 to \$1,174,101,897.52.

SUBCLIN 002502:

LM: 21 9 2040 5L 5L68 P172419E555L 255Y 4M9J730200 S01021 4M9J730200/94MJLE/4M5 (CIN 00000000000000000000000000000000) was increased by \$220,200.00 from \$1,007,000.00 to \$1,227,200.00

Target Cost, Target Fee, and Total for the above \$220,200 increase is distributed as follows and includes a target cost of [REDACTED] (facilities capital cost of money) and a target incentive fee of [REDACTED] (b)(4) of target cost less facilities capital cost of money.

Target Cost	[REDACTED]
Target Fee	[REDACTED]
Total	\$220,200

(b)(4)

**IMPLEMENTATION OF AND EXPLANATION OF THE RELATIONSHIP OF THE LIMITATION OF FUNDS (LOF) CLAUSE TO FEE OBLIGATIONS, is revised as follows:**

SUBCLIN 0025 :

	<u>PRIOR</u>	<u>THIS MODIFICATION</u>	<u>CUMULATIVE TOTAL</u>
(1) Amount Required for Full Funding, Including Fee:	\$6,718,379	\$ 0	\$6,718,379
(2) Amount Allotted Under the LOF Clause for Payment of Costs:	[REDACTED]	[REDACTED]	[REDACTED]
(3) Amount Separately Obligated for Payment of Fee:	[REDACTED]	[REDACTED]	[REDACTED]
(4) Total Amount Allotted and Obligated:	\$2,180,850	\$220,200	\$2,401,050
(5) Net Amount Required for Full Funding	\$4,537,529	(\$220,200)	\$4,317,329

(b)(4)

**2. SECTION H – SPECIAL CONTRACT REQUIREMENTS**

INCREMENTAL FUNDING OF THE CONTRACT, is revised as follows:

Pursuant to the LIMITATION OF FUNDS clause, the sum of \$2,401,050 is presently allotted to CLIN 0025 and available for payment to cover the work to be performed hereunder.

3. The following is an update to Modification P00177 showing a summary of funding by ACRN through Modification P00178:

001644

ACRNFUNDING

AA	440,100.00
AB	2,298,235.00
AC	17,832,987.00
AD	0.00
AE	7,500,000.00
AF	3,300,000.00
AG	17,192,400.00
AH	700,000.00
AJ	200,000.00
AK	85,000.00
AL	45,000.00
AM	17,045,000.00
AN	5,800.00
AP	20,779,000.00
AQ	105,000.00
AR	35,000.00
AS	0.00
AT	6,984,678.52
AU	7,970,000.00
AV	0.00
AW	100,000.00
AX	3,396,000.00
AY	550,000.00
AZ	19,412,000.00
BA	24,527,878.00
BB	146,000.00
BC	72,000.00
BD	85,000.00
BE	100,000.00
BF	100,000.00
BG	1,975,321.00
BH	38,018,908.00
BJ	8,023,110.00
BK	260,000.00
BL	0.00
BM	125,000.00
BN	103,000.00
BP	10,352,348.00
BU	350,000.00
BV	9,000.00
BW	84,896,852.00
BX	1,146,000.00
BY	3,880,000.00
BZ	190,000.00
KL	118,250.00
KM	192,793,000.00
KN	0.00
KQ	92,811.00

001645

KR	0.00
KS	0.00
KT	386,017,998.00
KU	2,203,183.00
KV	65,000.00
KW	20,000.00
KX	60,000.00
KY	25,000.00
KZ	25,000.00
LA	13,508.00
LB	12,500.00
LC	200,000.00
LD	7,943,648.00
LE	1,173,850.00
LF	10,000.00
LG	62,000.00
LH	400,000.00
LJ	7,476.00
LK	\$279,581,447.00
LL	\$173,798.00
LM	\$1,227,200.00
LN	\$1,095,845.00
LP	\$83,200.00
LQ	\$235,588.00
LR	\$125,000.00

4. The following is an update to Modification P00177 showing a summary of funding by CLIN by ACRN through Modification P00178:

<u>CLIN</u>	<u>ACRN</u>	<u>FUNDING AMT</u>	<u>CLIN TOTAL</u>
CLIN 0001	AA	440,100.00	
CLIN 0001	AD	0.00	
			440,100.00
CLIN 0003	AB	2,298,235.00	
CLIN 0003	AC	17,832,987.00	
CLIN 0003	AD	0.00	
CLIN 0003	AE	7,500,000.00	
CLIN 0003	AF	3,300,000.00	
CLIN 0003	AG	17,192,400.00	
CLIN 0003	AH	700,000.00	
CLIN 0003	AM	17,045,000.00	
CLIN 0003	AN	5,800.00	
CLIN 0003	AP	20,779,000.00	
CLIN 0003	AS	0.00	
CLIN 0003	AT	6,984,678.52	
CLIN 0003	AW	100,000.00	
CLIN 0003	AY	550,000.00	

001646

94,288,100.52

CLIN 0005	BA	24,527,878.00
CLIN 0005	BB	146,000.00
CLIN 0005	BC	72,000.00
CLIN 0005	BD	85,000.00
CLIN 0005	BE	100,000.00
CLIN 0005	BF	100,000.00
CLIN 0005	BG	1,975,321.00
CLIN 0005	BH	38,018,908.00
CLIN 0005	BL	0.00
CLIN 0005	BZ	0.00

65,025,107.00

CLIN 0007AA	BP	10,352,348.00
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10,352,348.00

CLIN 0009AA	AQ	45,106.00
CLIN 0009AA	AV	0.00
CLIN 0009AA	BK	256,545.00
CLIN 0009AA	BM	125,000.00
CLIN 0009AA	BN	21,315.00

447,966.00

CLIN 0009AB	AJ	200,000.00
CLIN 0009AB	AK	85,000.00
CLIN 0009AB	AL	45,000.00
CLIN 0009AB	AQ	59,894.00
CLIN 0009AB	AR	35,000.00
CLIN 0009AB	BK	3,455.00
CLIN 0009AB	BN	81,685.00
CLIN 0009AB	BU	350,000.00
CLIN 0009AB	BV	9,000.00

869,034.00

CLIN 0013	AU	7,970,000.00
CLIN 0013	AX	3,396,000.00
CLIN 0013	AY	0.00
CLIN 0013	AZ	19,412,000.00
CLIN 0013	BJ	8,023,110.00

38,801,110.00

CLIN 0017	BW	0.00
CLIN 0017	KM	0.00

0.00

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CLIN 0017AA	BY	3,880,000.00	
CLIN 0017AA	BX	1,146,000.00	
CLIN 0017AA	BW	84,896,852.00	
CLIN 0017AA	BZ	0.00	
CLIN 0017AA	KM	192,793,000.00	
CLIN 0017AA	KN	0.00	
CLIN 0017AA	KQ	66,151.00	
CLIN 0017AA	KS	0.00	
CLIN 0017AA	KT	385,844,200.00	
CLIN 0017AA	KU	2,203,183.00	
CLIN 0017AA	KY	0.00	
CLIN 0017AA	LC	200,000.00	
CLIN 0017AA	LD	7,943,648.00	
CLIN 0017AA	LE	0.00	
CLIN 0017AA	LH	400,000.00	
CLIN 0017AA	LJ	7,476.00	
CLIN 0017AA	LK	279,581,447.00	
CLIN 0017AA	LQ	235,566.00	
			<u>959,197,523.00</u>
CLIN 0017AB	KL	118,250.00	
			<u>118,250.00</u>
CLIN 0017AC	BZ	190,000.00	
			<u>190,000.00</u>
CLIN 0017AD	KN	0.00	
CLIN 0017AD	KS	0.00	
			<u>0.00</u>
CLIN 0017AE	LL	173,798.00	
			173,798.00
CLIN 0017AH	KT	173,798.00	
			<u>173,798.00</u>
CLIN 0020AA	KN	0.00	
CLIN 0020AA	KQ	26,660.00	
			<u>26,660.00</u>
CLIN 0021AA	KW	0.00	
			<u>0.00</u>
CLIN 0021AB	KV	0.00	
CLIN 0021AB	LB	0.00	

001648

CLIN 0021AB	KX	0.00	
CLIN 0021AB	KY	0.00	
			<u>0.00</u>
CLIN 0021AC	KZ	0.00	
CLIN 0021AC	LA	0.00	
			<u>0.00</u>
CLIN 0022	KW	0.00	
			<u>0.00</u>
CLIN 0023	KX	60,000.00	
CLIN 0023	KY	25,000.00	
CLIN 0023	KV	65,000.00	
CLIN 0023	LB	12,500.00	
CLIN 0023	LF	10,000.00	
CLIN 0023	LR	\$125,000.00	
			<u>297,500.00</u>
CLIN 0024	LA	13,508.00	
CLIN 0024	LG	62,000.00	
CLIN 0024	KZ	25,000.00	
CLIN 0024	KW	20,000.00	
CLIN 0024	LP	83,200.00	
			<u>203,708.00</u>
CLIN 0025	LE	1,173,850.00	
CLIN 0025	LM	1,227,200.00	
			<u>2,401,050.00</u>
CLIN 0026	LN	1,095,845.00	
			<u>1,095,845.00</u>

(End of Summary of Changes)

001649

4. ISSUED BY ARMY SPACE & MISSILE DEFENSE COMMAND HUNTSVILLE, AL 35892	CODE W9113M	7. ADMINISTERED BY (If other than item 6) DCMA RAYTHEON 30 APPLE HILL DRIVE MS T2F12 TEMPLETON MA 01878	CODE S2205A
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8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) RAYTHEON COMPANY 330 LOWELL ST. ANDOVER MA 01810-4433	9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED (SEE ITEM 11)
	X 10A. MOD. OF CONTRACT/ORDER NO. DASG60-89-C-0001
	X 10B. DATED (SEE ITEM 13) 30-Jan-1998

CODE 05716 FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of offer  is extended,  is not extended.

Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:  
 (a) By completing items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment as each copy of the offer submitted;  
 or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)  
See Schedule

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT ORDERS  
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Changes Clause

D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor  is not,  is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
 Modification Control Number: [REDACTED] (b)(6)  
 To defund change order modification F00168.

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

15A. [REDACTED]	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) [REDACTED]
15B. [REDACTED]	16B. [REDACTED]
15C. DATE SIGNED 2-25-09 (Signature of person authorized to sign)	16C. DATE SIGNED 26 Feb 09 (Signature of Contracting Officer)

001650

SUMMARY OF CHANGES

1. SECTION A - SOLICITATION/CONTRACT FORM

The total cost of this contract was decreased by \$629,644.00 from \$1,666,146,519.00 to \$1,665,516,875.00.

2. SECTION B - SUPPLIES OR SERVICES AND PRICES

SUBCLIN 0017AA

The target cost has decreased by [REDACTED] (b)(4)

The target profit/fee has decreased by [REDACTED]

The total cost of this line item has decreased by \$629,644.00 from \$1,442,658,555.00 to \$1,442,028,911.00.

This includes a decrease in target cost of [REDACTED] facilities capital cost of money) and a decrease in target fee of [REDACTED] which is [REDACTED] of target cost less facilities capital cost of money. (b)(4)

The following Section B clauses are hereby revised:

B-17. INCENTIVE FEE FOR SUBCLIN 0017AA/CLIN 0018 (SEE H-19):

In accordance with FAR 52.216-7, entitled "Allowable Cost and Payments", and FAR 52.216-10, entitled "Incentive Fee", the total amount for reimbursement of cost and fee for performance under SubCLIN 0017AA/CLIN 0018 are set forth below:

Target Cost [REDACTED]  
Target Fee [REDACTED] (b)(4)

Incentive Arrangement: Maximum Fee: [REDACTED]  
Minimum Fee: [REDACTED]

(Share Ratio: Government/Contractor)

Underrun: [REDACTED] for the amount by which the total allowable cost is less than the target cost until maximum fee is attained. (b)(4)

Overrun: [REDACTED] for the amount by which the total allowable cost exceeds the target cost until minimum fee is attained.

FAR 52.216-10, INCENTIVE, paragraph (e)(1), is stated as follows:

(e) Fee Payable.

(1) The fee payable under this contract shall be the target fee increased by [REDACTED] for every dollar that the total allowable cost is less than the target cost or decreased by [REDACTED] for every dollar that the total allowable cost exceeds the target cost. In no event shall the fee be greater than [REDACTED] or less than [REDACTED] the target cost. (b)(4) (b)(4)

B-18. TARGET COST, TARGET FEE, MINIMUM INCENTIVE FEE, MAXIMUM INCENTIVE FEE, AND INCENTIVE ARRANGEMENT FOR SUBCLIN 0017AA/CLIN 0018:

001651

SUBCLIN 0017AA – (Two SDD JLENS Systems)

- a. Target cost: [REDACTED]
- b. Target fee: [REDACTED]
- c. Minimum incentive fee: [REDACTED]
- d. Maximum incentive fee: [REDACTED]
- e. Total target cost and target fee: **\$1,442,028,911**

(b)(4)

**3. SECTION G - CONTRACT ADMINISTRATION DATA**

**Accounting and Appropriation**

**Summary for the Payment Office**

As a result of this modification, the total funded amount for this document was increased by \$6,429,616.00 from \$1,174,101,897.52 to \$1,180,531,513.52.

**SUBCLIN 0017AA:**

KT: 21 8 2040 5L 5L68 P172419E555L 255Y 4M8J710600 S01021 4M8J710600/84MJLE/4M5 was increased by \$360,000.00 from \$385,844,200.00 to \$386,204,200.00

LS: 21 9 2040 5L 5L68 P172419E555L 255Y 4M9J731110 S01021 4M9J731110/94MJLE/4M5 was increased by \$6,069,616.00 from \$0.00 to \$6,069,616.00

The contract ACRN LS has been added.

Target Cost, Target Fee, and Total for the above \$6,429,616 is distributed as follows and includes a target cost of [REDACTED] facilities capital cost of money) and a target incentive fee of [REDACTED] which [REDACTED] of target cost less facilities capital cost of money.

(b)(4)

Target Cost	[REDACTED]
Target Fee	[REDACTED]
Total	\$6,429,616

Paragraph G-6, IMPLEMENTATION OF AND EXPLANATION OF THE RELATIONSHIP OF THE LIMITATION OF FUNDS (LOF) CLAUSE TO FEE OBLIGATIONS, subparagraph c., is revised to read as follows:

**SUBCLIN 0017AA :**

	<u>PRIOR</u>	<u>THIS MODIFICATION</u>	<u>CUMULATIVE TOTAL*</u>
(1) Amount Required for Full Funding, Including Fee:	\$ 1,442,658,555	(\$ 629,644)	\$ 1,442,028,911
(2) Amount Allotted Under the LOF Clause for Payment of Costs:	[REDACTED]	[REDACTED]	[REDACTED]
(3) Amount Separately Obligated for Payment of Fee:	[REDACTED]	[REDACTED]	[REDACTED]
(4) Total Amount Allotted and Obligated:	\$ 959,197,523	\$6,429,616	\$ 965,627,139
(5) Net Amount Required for Full Funding	\$ 483,461,032	(\$7,059,260)	\$ 476,401,772

(b)(4)

00165d

\* These figures take into consideration the negotiated total value of SubCLIN 0017AA (This does not include SubCLIN 17AH).

4. SECTION H – SPECIAL CONTRACT REQUIREMENTS is changed as follows:

Paragraph H-10, INCREMENTAL FUNDING OF THE CONTRACT, subparagraph c., is revised as follows:

c. Pursuant to the LIMITATION OF FUNDS clause, the sum of \$965,627,139 is presently allotted to CLIN 0017AA and available for payment to cover the work to be performed hereunder .

Paragraph H-19, INCENTIVE FEE STRUCTURE AND PAYMENT FOR CLIN 0017, SYSTEM DEVELOPMENT AND DEMONSTRATION (SDD), subparagraphs a. and b., are revised as follows:

a. General.

SubCLIN 0017AA, System Development and Demonstration (SDD), is a cost-plus-incentive-fee (CPIF) Line Item with cost and schedule incentives as described below. Paragraph H-19(b) applies only to the Cost Incentive and Paragraph H-19(c) applies only to the Schedule Incentive. The contract price amount of \$1,442,028,911 includes a target cost of [REDACTED] which includes [REDACTED] of cost and [REDACTED] facilities capital cost of money) and a target incentive fee of [REDACTED] which is [REDACTED] target cost less facilities capital cost of money. (b)(4)

b. Cost Incentive.

(1) The target fee payable under SubCLIN 0017AA is [REDACTED] of the target cost less facilities capital cost of money [REDACTED] an amount equal to [REDACTED] (b)(4)

(2) The maximum fee payable under SubCLIN 0017AA is [REDACTED] of the target cost less facilities capital cost of money [REDACTED] an amount equal to [REDACTED]

(3) The minimum fee payable under SubCLIN 0017AA is [REDACTED] of the target cost less facilities capital cost of money [REDACTED] an amount equal to [REDACTED] (b)(4)

(4) Fee will be adjusted for actual cost that is less than or more than the target cost stated above using a share ratio of [REDACTED] Government [REDACTED] Contractor for actual costs less than the target cost, and a ratio of [REDACTED] Government / [REDACTED] Contractor for actual costs greater than the target cost range applied according to Paragraph H-19(c)(1). (b)(4)

(5) Nothing stated in this clause shall take precedence over the clause 52.216-10 - Incentive Fee contained in this contract.

5. The following is an update to Modification P00178 showing a summary of funding by ACRN through Modification P00179:

<u>ACRN</u>	<u>FUNDING</u>
AA	440,100.00
AB	2,298,235.00
AC	17,832,987.00
AD	0.00
AE	7,500,000.00
AF	3,300,000.00
AG	17,192,400.00
AH	700,000.00

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AJ	200,000.00
AK	85,000.00
AL	45,000.00
AM	17,045,000.00
AN	5,800.00
AP	20,779,000.00
AQ	105,000.00
AR	35,000.00
AS	0.00
AT	6,984,678.52
AU	7,970,000.00
AV	0.00
AW	100,000.00
AX	3,396,000.00
AY	550,000.00
AZ	19,412,000.00
BA	24,527,878.00
BB	146,000.00
BC	72,000.00
BD	85,000.00
BE	100,000.00
BF	100,000.00
BG	1,975,321.00
BH	38,018,908.00
BJ	8,023,110.00
BK	260,000.00
BL	0.00
BM	125,000.00
BN	103,000.00
BP	10,352,348.00
BU	350,000.00
BV	9,000.00
BW	84,896,852.00
BX	1,146,000.00
BY	3,880,000.00
BZ	190,000.00
KL	118,250.00
KM	192,793,000.00
KN	0.00
KQ	92,811.00
KR	0.00
KS	0.00
KT	386,377,998.00
KU	2,203,183.00
KV	65,000.00
KW	20,000.00
KX	60,000.00
KY	25,000.00
KZ	25,000.00
LA	13,508.00

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LB	12,500.00
LC	200,000.00
LD	7,943,648.00
LE	1,173,850.00
LF	10,000.00
LG	62,000.00
LH	400,000.00
LJ	7,476.00
LK	\$279,581,447.00
LL	\$173,798.00
LM	\$1,227,200.00
LN	\$1,095,845.00
LP	\$83,200.00
LQ	\$235,566.00
LR	\$125,000.00
LS	<b>\$6,069,616.00</b>

6. The following is an update to Modification P00178 showing a summary of funding by CLIN by ACRN through Modification P00179:

<u>CLIN</u>	<u>ACRN</u>	<u>FUNDING AMT</u>	<u>CLIN TOTAL</u>
CLIN 0001	AA	440,100.00	
CLIN 0001	AD	0.00	
			<u>440,100.00</u>
CLIN 0003	AB	2,298,235.00	
CLIN 0003	AC	17,832,987.00	
CLIN 0003	AD	0.00	
CLIN 0003	AE	7,500,000.00	
CLIN 0003	AF	3,300,000.00	
CLIN 0003	AG	17,192,400.00	
CLIN 0003	AH	700,000.00	
CLIN 0003	AM	17,045,000.00	
CLIN 0003	AN	5,800.00	
CLIN 0003	AP	20,779,000.00	
CLIN 0003	AS	0.00	
CLIN 0003	AT	6,984,678.52	
CLIN 0003	AW	100,000.00	
CLIN 0003	AY	550,000.00	
			<u>94,288,100.52</u>
CLIN 0005	BA	24,527,878.00	
CLIN 0005	BB	146,000.00	
CLIN 0005	BC	72,000.00	
CLIN 0005	BD	85,000.00	
CLIN 0005	BE	100,000.00	
CLIN 0005	BF	100,000.00	

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CLIN 0005	BG	1,975,321.00
CLIN 0005	BH	38,018,908.00
CLIN 0005	BL	0.00
CLIN 0005	BZ	0.00
		<u>65,025,107.00</u>
CLIN 0007AA	BP	10,352,348.00
		<u>10,352,348.00</u>
CLIN 0009AA	AQ	45,106.00
CLIN 0009AA	AV	0.00
CLIN 0009AA	BK	256,545.00
CLIN 0009AA	BM	125,000.00
CLIN 0009AA	BN	21,315.00
		<u>447,966.00</u>
CLIN 0009AB	AJ	200,000.00
CLIN 0009AB	AK	85,000.00
CLIN 0009AB	AL	45,000.00
CLIN 0009AB	AQ	59,894.00
CLIN 0009AB	AR	35,000.00
CLIN 0009AB	BK	3,455.00
CLIN 0009AB	BN	81,685.00
CLIN 0009AB	BU	350,000.00
CLIN 0009AB	BV	9,000.00
		<u>869,034.00</u>
CLIN 0013	AU	7,970,000.00
CLIN 0013	AX	3,398,000.00
CLIN 0013	AY	0.00
CLIN 0013	AZ	19,412,000.00
CLIN 0013	BJ	8,023,110.00
		<u>38,801,110.00</u>
CLIN 0017	BW	0.00
CLIN 0017	KM	0.00
		<u>0.00</u>
CLIN 0017AA	BY	3,880,000.00
CLIN 0017AA	BX	1,146,000.00
CLIN 0017AA	BW	84,896,852.00
CLIN 0017AA	BZ	0.00
CLIN 0017AA	KM	192,793,000.00
CLIN 0017AA	KN	0.00
CLIN 0017AA	KQ	66,151.00
CLIN 0017AA	KS	0.00
CLIN 0017AA	KT	386,204,200.00

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CLIN 0017AA	KU	2,203,183.00	
CLIN 0017AA	KY	0.00	
CLIN 0017AA	LC	200,000.00	
CLIN 0017AA	LD	7,943,648.00	
CLIN 0017AA	LE	0.00	
CLIN 0017AA	LH	400,000.00	
CLIN 0017AA	LJ	7,476.00	
CLIN 0017AA	LK	279,581,447.00	
CLIN 0017AA	LQ	235,566.00	
<b>CLIN 0017AA</b>	<b>LS</b>	<b>6,069,616.00</b>	
			<b>965,627,139.00</b>
CLIN 0017AB	KL	118,250.00	
			<b>118,250.00</b>
CLIN 0017AC	BZ	190,000.00	
			<b>190,000.00</b>
CLIN 0017AD	KN	0.00	
CLIN 0017AD	KS	0.00	
			<b>0.00</b>
CLIN 0017AE	LL	173,798.00	
			<b>173,798.00</b>
CLIN 0017AH	KT	173,798.00	
			<b>173,798.00</b>
CLIN 0020AA	KN	0.00	
CLIN 0020AA	KQ	26,660.00	
			<b>26,660.00</b>
CLIN 0021AA	KW	0.00	
			<b>0.00</b>
CLIN 0021AB	KV	0.00	
CLIN 0021AB	LB	0.00	
CLIN 0021AB	KX	0.00	
CLIN 0021AB	KY	0.00	
			<b>0.00</b>
CLIN 0021AC	KZ	0.00	
CLIN 0021AC	LA	0.00	
			<b>0.00</b>

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CLIN 0022	KW	0.00	<u>0.00</u>
CLIN 0023	KX	60,000.00	
CLIN 0023	KY	25,000.00	
CLIN 0023	KV	65,000.00	
CLIN 0023	LB	12,500.00	
CLIN 0023	LF	10,000.00	
CLIN 0023	LR	\$125,000.00	<u>297,500.00</u>
CLIN 0024	LA	13,508.00	
CLIN 0024	LG	62,000.00	
CLIN 0024	KZ	25,000.00	
CLIN 0024	KW	20,000.00	
CLIN 0024	LP	83,200.00	<u>203,708.00</u>
CLIN 0025	LE	1,173,850.00	
CLIN 0025	LM	1,227,200.00	<u>2,401,050.00</u>
CLIN 0026	LN	1,095,845.00	<u>1,095,845.00</u>

(End of Summary of Changes)

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2. AMENDMENT/MODIFICATION NO. <b>POO180</b>	3. EFFECTIVE DATE <b>04 MAR 09</b>	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
ISSUED BY [REDACTED]	CODE <b>W8113M</b>	7. ADMINISTERED BY (Other than item 6) DCMA/NATHAN 5D/APPLE HILL DRIVE MSB T2FR2 TEMPERARY MAJOR	CODE <b>R2206A</b>
ARMY SPACE & MISSILE DEFENSE COMMAND MUNTSVILLE AL 368 <b>(b)(6)</b>			

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) NATHAN COMPANY 380 LOWELL ST. ANDOVER MA 01908-6000	9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED (SEE ITEM 11)
	X 10A. MOD. OF CONTRACT ORDER NO. DA360-08-C-0001
	X 10B. DATED (SEE ITEM 13) 30-Jan-1998
CODE <b>05716</b>	FACILITY CODE

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer  is extended,  is not extended.

Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:  
 (a) By completing Item 8 and 15, and returning \_\_\_\_\_ copies of this amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT ORDERS IT MODIFIES THE CONTRACT ORDER NO. AS DESCRIBED IN ITEM 14.**

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

B. THE ABOVE NUMBERED CONTRACT ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Changes Clause

D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor  is not,  is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
 Modification Control Number: **(b)(6)**  
 To modify CLN 0017 to de-scope the Electro Optical Infrared (EOIR) material. (b)

**(b)(6)**

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as have not been changed, remain unchanged and in full force and effect.

15. [REDACTED]	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) <b>(b)(6)</b>
15C. DATE SIGNED <b>3-4-09</b>	16C. DATE SIGNED <b>4 Mar 09</b>
(Signature of person authorized to sign)	(Signature of Contracting Officer)

001659

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

**SUMMARY OF CHANGES**

1. SECTION A - SOLICITATION/CONTRACT FORM

The total cost of this contract was decreased by \$6,310,846.00 from \$1,665,516,875.00 to \$1,659,206,029.00.

2. SECTION B - SUPPLIES OR SERVICES AND PRICES

SUBCLIN 0017AA

The target cost has decreased by [REDACTED] (b)(4)  
The target profit/fee has decreased by [REDACTED] (b)(4)

The total cost of this line item has decreased by \$6,310,846.00 from \$1,442,028,911.00 to \$1,435,718,065.00.

This includes a decrease in target cost of [REDACTED] of cost and [REDACTED] facilities capital cost of money) and a decrease in target fee of [REDACTED] which [REDACTED] of target cost less facilities capital cost of money. (b)(4)

The following Section B clauses are hereby revised:

B-17. INCENTIVE FEE FOR SUBCLIN 0017AA/CLIN 0018 (SEE H-19):

In accordance with FAR 52.216-7, entitled "Allowable Cost and Payments", and FAR 52.216-10, entitled "Incentive Fee", the total amount for reimbursement of cost and fee for performance under SubCLIN 0017AA/CLIN 0018 are set forth below:

Target Cost [REDACTED] (b)(4)  
Target Fee [REDACTED]

Incentive Arrangement: Maximum Fee: [REDACTED] (b)(4)  
Minimum Fee: [REDACTED]

(Share Ratio: Government/Contractor)

Underrun: [REDACTED] for the amount by which the total allowable cost is less than the target cost until maximum fee is attained.

Overrun: [REDACTED] for the amount by which the total allowable cost exceeds the target cost until minimum fee is attained.

FAR 52.216-10, INCENTIVE, paragraph (e)(1), is stated as follows:

(e) Fee Payable.

(1) The fee payable under this contract shall be the target fee increased by [REDACTED] for every dollar that the total allowable cost is less than the target cost or decreased by [REDACTED] for every dollar that the total allowable cost exceeds the target cost. In no event shall the fee be greater than [REDACTED] or less than [REDACTED] of the target cost. (b)(4)

B-18. TARGET COST, TARGET FEE, MINIMUM INCENTIVE FEE, MAXIMUM INCENTIVE FEE, AND INCENTIVE ARRANGEMENT FOR SUBCLIN 0017AA/CLIN 0018:

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SUBCLIN 0017AA – (Two SDD JLENS Systems)

- a. Target cost: [REDACTED]
- b. Target fee: [REDACTED]
- c. Minimum incentive fee: [REDACTED]
- d. Maximum incentive fee: [REDACTED]
- e. Total target cost and target fee: **\$1,435,718,065**

(b)(4)

3. SECTION G - CONTRACT ADMINISTRATION DATA

Paragraph G-6, IMPLEMENTATION OF AND EXPLANATION OF THE RELATIONSHIP OF THE LIMITATION OF FUNDS (LOF) CLAUSE TO FEE OBLIGATIONS, subparagraph c., is revised to read as follows:

SUBCLIN 0017AA :

	<u>PRIOR</u>	<u>THIS MODIFICATION</u>	<u>CUMULATIVE TOTAL*</u>
(1) Amount Required for Full Funding, Including Fee:	\$ 1,442,028,911	(\$6,310,846)	\$ 1,435,718,065
(2) Amount Allotted Under the LOF Clause for Payment of Costs:	[REDACTED]	[REDACTED]	[REDACTED]
(3) Amount Separately Obligated for Payment of Fee:	[REDACTED]	[REDACTED]	[REDACTED]
(4) Total Amount Allotted and Obligated:	\$ 965,627,139	\$ 0	\$ 965,627,139
(5) Net Amount Required for Full Funding	\$ 476,401,772	(\$6,310,846)	\$ 470,090,926

(b)(4)

\* These figures take into consideration the negotiated total value of SubCLIN 0017AA (This does not include SubCLIN 17AH).

4. SECTION H – SPECIAL CONTRACT REQUIREMENTS is changed as follows:

Paragraph H-19, INCENTIVE FEE STRUCTURE AND PAYMENT FOR CLIN 0017, SYSTEM DEVELOPMENT AND DEMONSTRATION (SDD), subparagraphs a. and b., are revised as follows:

a. General.

SubCLIN 0017AA, System Development and Demonstration (SDD), is a cost-plus-incentive-fee (CPIF) Line Item with cost and schedule incentives as described below. Paragraph H-19(b) applies only to the Cost Incentive and Paragraph H-19(c) applies only to the Schedule Incentive. The contract price amount of **\$1,435,718,065** includes a target cost of [REDACTED] which includes [REDACTED] of cost and [REDACTED] of facilities capital cost of money) and a target incentive fee of [REDACTED] which is [REDACTED] of target cost less facilities capital cost of money.

(b)(4)

b. Cost Incentive.

- (1) The target fee payable under SubCLIN 0017AA is [REDACTED] of the target cost less facilities capital cost of money [REDACTED] an amount equal to [REDACTED]
- (2) The maximum fee payable under SubCLIN 0017AA is [REDACTED] of the target cost less facilities capital cost of money [REDACTED] an amount equal to [REDACTED]

(b)(4)

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(3) The minimum fee payable under SubCLIN 0017AA is [REDACTED] of the target cost less facilities capital cost of money [REDACTED], an amount equal to [REDACTED]

(b)(4)

(4) Fee will be adjusted for actual cost that is less than or more than the target cost stated above using a share ratio of [REDACTED] Government [REDACTED] Contractor for actual costs less than the target cost, and a ratio of [REDACTED] Government / [REDACTED] Contractor for actual costs greater than the target cost, range applied according to Paragraph H-19(c)(1).

(b)(4)

(5) Nothing stated in this clause shall take precedence over the clause 52.216-10 - Incentive Fee contained in this contract.

(End of Summary of Changes)

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AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ORDER NO. V PAGE OF PAGES 1 7

2. AMENDMENT/Modification NO. P00181 3. SPECIFICATION 25 MAR 09 4. REQUEST FOR PROPOSAL NO. 5. PROJECT NO. 6. ISSUED BY CODE SYSTEM 7. AMENDMENT BY (Name) CODE SC282A

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) NORTHCO COMPANY 901 LOMB ST. ANCHORAGE, ALASKA 99501-4205 9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11) X 9C. MOD. OF CONTRACT ORDER NO. 9D. DATED (SEE ITEM 13) X

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS. The above amendment is provided as set forth in Item 4. The award is qualified by the following: (a) By completing Items 4 and 11, and submitting copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the amendment or (c) By separate letter or telegram which includes reference to the solicitation and amendment numbers. MAIL COPY OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. Any other office amendment you desire change as set forth in Item 4, and is attached hereto by separate letter, provided each telegram includes reference to the solicitation and the amendment, and is received prior to the closing hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If applicable) See Schedule

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT ORDERS. IT MODIFIES THE CONTRACT ORDER NO. AS DESIGNATED IN ITEM 14.

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 14A. B. THE ABOVE NUMBERED CONTRACT ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.101(b). C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF FAR 43.101-22, "Limitation of Funds" D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor  is not,  is required to sign this document and submit 4 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Contract Number: To decrease incremental funding for Subcontract 7AA in the amount of \$8,510,000.

15A. NAME AND TITLE OF CONTRACTING OFFICER (Name of office)

15C. DATE SIGNED 3-25-09 15D. DATE SIGNED 5 MAR 09

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SECTION SF 30 BLOCK 14 CONTINUATION PAGE

**SUMMARY OF CHANGES**

1. SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was decreased by \$6,310,846.00 from \$1,180,531,513.52 to \$1,174,220,667.52.

SUBCLIN 0017AA:

LK: 21 9 2040 5L 5L68 P172419E555L 255Y 4M9J730000 S01021 4M9J730000/94MJLE/4M5 was decreased by \$6,310,846.00 from \$279,581,447.00 to \$273,270,601.00

Target Cost, Target Fee, and Total for the above decrease of \$6,310,846 is distributed as follows and includes a decrease in target cost of [REDACTED] of cost and [REDACTED] of facilities capital cost of money) and a decrease in target incentive fee of [REDACTED] which is [REDACTED] of target cost less facilities capital cost of money.

(b)(4)

Target Cost	[REDACTED]
Target Fee	[REDACTED]
Total	\$6,310,846

IMPLEMENTATION OF AND EXPLANATION OF THE RELATIONSHIP OF THE LIMITATION OF FUNDS (LOF) CLAUSE TO FEE OBLIGATIONS, subparagraph c., is revised to read as follows:

SUBCLIN 0017AA :

	<u>PRIOR</u>	<u>THIS MODIFICATION</u>	<u>CUMULATIVE TOTAL*</u>
(1) Amount Required for Full Funding, Including Fee:	\$ 1,435,718,065	\$ 0	\$ 1,435,718,065
(2) Amount Allotted Under the LOF Clause for Payment of Costs:	[REDACTED]	[REDACTED]	[REDACTED]
(3) Amount Separately Obligated for Payment of Fee:	[REDACTED]	[REDACTED]	[REDACTED]
(4) Total Amount Allotted and Obligated:	\$ 965,627,139	(\$6,310,846)	\$ 959,316,293
(5) Net Amount Required for Full Funding	\$ 470,090,926	\$6,310,846	\$ 476,401,772

(b)(4)

\* These figures take into consideration the negotiated total value of SubCLIN 0017AA (This does not include SubCLIN 17AH)

2. The following is an update to Modification P00179 showing a summary of funding by ACRN through Modification P00181:

<u>ACRN</u>	<u>FUNDING</u>
AA	440,100.00
AB	2,298,235.00

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AC	17,832,987.00
AD	0.00
AE	7,500,000.00
AF	3,300,000.00
AG	17,192,400.00
AH	700,000.00
AJ	200,000.00
AK	85,000.00
AL	45,000.00
AM	17,045,000.00
AN	5,800.00
AP	20,779,000.00
AQ	105,000.00
AR	35,000.00
AS	0.00
AT	6,984,678.52
AU	7,970,000.00
AV	0.00
AW	100,000.00
AX	3,396,000.00
AY	550,000.00
AZ	19,412,000.00
BA	24,527,878.00
BB	146,000.00
BC	72,000.00
BD	85,000.00
BE	100,000.00
BF	100,000.00
BG	1,975,321.00
BH	38,018,908.00
BJ	8,023,110.00
BK	260,000.00
BL	0.00
BM	125,000.00
BN	103,000.00
BP	10,352,348.00
BU	350,000.00
BV	9,000.00
BW	84,896,852.00
BX	1,146,000.00
BY	3,880,000.00
BZ	190,000.00
KL	118,250.00
KM	192,793,000.00
KN	0.00
KQ	92,811.00
KR	0.00
KS	0.00
KT	386,377,998.00
KU	2,203,183.00

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KV	65,000.00
KW	20,000.00
KX	60,000.00
KY	25,000.00
KZ	25,000.00
LA	13,508.00
LB	12,500.00
LC	200,000.00
LD	7,943,648.00
LE	1,173,850.00
LF	10,000.00
LG	62,000.00
LH	400,000.00
LJ	7,476.00
LK	<b>\$273,270,601.00</b>
LL	\$173,798.00
LM	\$1,227,200.00
LN	\$1,095,845.00
LP	\$83,200.00
LQ	\$235,566.00
LR	\$125,000.00
LS	\$6,069,616.00

3. The following is an update to Modification P00179 showing a summary of funding by CLIN by ACRN through Modification P00181:

<u>CLIN</u>	<u>ACRN</u>	<u>FUNDING AMT</u>	<u>CLIN TOTAL</u>
CLIN 0001	AA	440,100.00	
CLIN 0001	AD	0.00	
			<u>440,100.00</u>
CLIN 0003	AB	2,298,235.00	
CLIN 0003	AC	17,832,987.00	
CLIN 0003	AD	0.00	
CLIN 0003	AE	7,500,000.00	
CLIN 0003	AF	3,300,000.00	
CLIN 0003	AG	17,192,400.00	
CLIN 0003	AH	700,000.00	
CLIN 0003	AM	17,045,000.00	
CLIN 0003	AN	5,800.00	
CLIN 0003	AP	20,779,000.00	
CLIN 0003	AS	0.00	
CLIN 0003	AT	6,984,678.52	
CLIN 0003	AW	100,000.00	
CLIN 0003	AY	550,000.00	
			<u>94,288,100.52</u>

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CLIN 0005	BA	24,527,878.00	
CLIN 0005	BB	146,000.00	
CLIN 0005	BC	72,000.00	
CLIN 0005	BD	85,000.00	
CLIN 0005	BE	100,000.00	
CLIN 0005	BF	100,000.00	
CLIN 0005	BG	1,975,321.00	
CLIN 0005	BH	38,018,908.00	
CLIN 0005	BL	0.00	
CLIN 0005	BZ	0.00	
			<u>65,025,107.00</u>
CLIN 0007AA	BP	10,352,348.00	
			<u>10,352,348.00</u>
CLIN 0009AA	AQ	45,106.00	
CLIN 0009AA	AV	0.00	
CLIN 0009AA	BK	256,545.00	
CLIN 0009AA	BM	125,000.00	
CLIN 0009AA	BN	21,315.00	
			<u>447,966.00</u>
CLIN 0009AB	AJ	200,000.00	
CLIN 0009AB	AK	85,000.00	
CLIN 0009AB	AL	45,000.00	
CLIN 0009AB	AQ	59,894.00	
CLIN 0009AB	AR	35,000.00	
CLIN 0009AB	BK	3,455.00	
CLIN 0009AB	BN	81,685.00	
CLIN 0009AB	BU	350,000.00	
CLIN 0009AB	BV	9,000.00	
			<u>869,034.00</u>
CLIN 0013	AU	7,970,000.00	
CLIN 0013	AX	3,396,000.00	
CLIN 0013	AY	0.00	
CLIN 0013	AZ	19,412,000.00	
CLIN 0013	BJ	8,023,110.00	
			<u>38,801,110.00</u>
CLIN 0017	BW	0.00	
CLIN 0017	KM	0.00	
			<u>0.00</u>
CLIN 0017AA	BY	3,880,000.00	
CLIN 0017AA	BX	1,146,000.00	
CLIN 0017AA	BW	84,896,852.00	

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CLIN 0017AA	BZ	0.00	
CLIN 0017AA	KM	192,793,000.00	
CLIN 0017AA	KN	0.00	
CLIN 0017AA	KQ	66,151.00	
CLIN 0017AA	KS	0.00	
CLIN 0017AA	KT	386,204,200.00	
CLIN 0017AA	KU	2,203,183.00	
CLIN 0017AA	KY	0.00	
CLIN 0017AA	LC	200,000.00	
CLIN 0017AA	LD	7,943,648.00	
CLIN 0017AA	LE	0.00	
CLIN 0017AA	LH	400,000.00	
CLIN 0017AA	LJ	7,476.00	
<b>CLIN 0017AA</b>	<b>LK</b>	<b>273,270,601.00</b>	<u>                    </u>
CLIN 0017AA	LQ	235,566.00	<u>                    </u>
CLIN 0017AA	LS	6,069,616.00	<u>                    </u>
			<b><u>959,316,293.00</u></b>
			<u>                    </u>
CLIN 0017AB	KL	118,250.00	<u>                    </u>
			<b><u>118,250.00</u></b>
CLIN 0017AC	BZ	190,000.00	<u>                    </u>
			<b><u>190,000.00</u></b>
CLIN 0017AD	KN	0.00	
CLIN 0017AD	KS	0.00	
			<u>                    </u>
			<b><u>0.00</u></b>
CLIN 0017AE	LL	173,798.00	
			173,798.00
CLIN 0017AH	KT	173,798.00	<u>                    </u>
			<b><u>173,798.00</u></b>
CLIN 0020AA	KN	0.00	
CLIN 0020AA	KQ	26,660.00	
			<u>                    </u>
			<b><u>26,660.00</u></b>
CLIN 0021AA	KW	0.00	<u>                    </u>
			<b><u>0.00</u></b>
CLIN 0021AB	KV	0.00	
CLIN 0021AB	LB	0.00	
CLIN 0021AB	KX	0.00	
CLIN 0021AB	KY	0.00	

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			<u>0.00</u>
CLIN 0021AC	KZ	0.00	
CLIN 0021AC	LA	0.00	
			<u>0.00</u>
CLIN 0022	KW	0.00	
			<u>0.00</u>
CLIN 0023	KX	60,000.00	
CLIN 0023	KY	25,000.00	
CLIN 0023	KV	65,000.00	
CLIN 0023	LB	12,500.00	
CLIN 0023	LF	10,000.00	
CLIN 0023	LR	\$125,000.00	
			<u>297,500.00</u>
CLIN 0024	LA	13,508.00	
CLIN 0024	LG	62,000.00	
CLIN 0024	KZ	25,000.00	
CLIN 0024	KW	20,000.00	
CLIN 0024	LP	83,200.00	
			<u>203,708.00</u>
CLIN 0025	LE	1,173,850.00	
CLIN 0025	LM	1,227,200.00	
			<u>2,401,050.00</u>
CLIN 0026	LN	1,095,845.00	
			<u>1,095,845.00</u>

(End of Summary of Changes)

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**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

1. CONTRACT ID CODE: **V** PAGE OF PAGES: **1 | 9**

AMENDMENT/MODIFICATION NO. **200182** 3. EFFECTIVE DATE **08 APR 09** 4. REQUISITION/PURCHASE NO. [Blank] 5. PROJECT NO. (if applicable) [Blank]

6. ISSUED BY: [Redacted] CODE **WD113M** 7. ADMINISTERED BY (if other than item 6) CODE **S2205A**  
 (NAME OF CASIBRAT) [Redacted] (b)(6)  
 HUNTSVILLE AL 35897-32  
 DCMA/RAYTHEON  
 50 APPLE HILL DRIVE  
 MSB TFF2  
 TEMPELURY MADRID

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)  
**RAYTHEON COMPANY**  
**50 APPLE HILL ST.**  
**ANDOVER MA 01908-4800**

9A. AMENDMENT OF SOLICITATION NO. [Blank]  
 9B. DATED (SEE ITEM 11) [Blank]  
 X 10A. MOD. OF CONTRACT/ORDER NO. **DAAG60-08-C-0001**  
 X 10B. DATED (SEE ITEM 13) **30-Jan-2008**

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer  is extended,  is not extended.  
 Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:  
 (a) By completing Items 8 and 13, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted;  
 or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided such telegram or letter makes reference to the solicitation and this amendment, and is received prior to the closing hour and date specified.

**12. ACCOUNTING AND APPROPRIATION DATA (If required)**  
 See Schedule

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.  
 B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).  
 X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: **Changes Clause and FAR 52.232-22, "Limitation of Funds"**  
 D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor  is not,  is required to sign this document and return **1** copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
 Modification Control Number: [Redacted] (b)(6)  
 To increase and fund SubCLIN 0017AA in the amount of \$530,377 for the addition of OEM (3rd party) parts and installation services for the JLENS JFO Accommodation Sale which was incorporated in the contract via Modification P00157. The total for the JLENS JFO Accommodation Sale is increased by \$530,377 from \$7,943,848 to \$8,474,025.

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

[Redacted] (int) 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) [Redacted] (b)(6)  
 [Redacted] 15C. DATE SIGNED **4-6-09** 16B. [Redacted] 16C. DATE SIGNED **8 Apr 09**  
 (Signature of person authorized to sign) (Signature of Contracting Officer)

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SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

1. SECTION A - SOLICITATION/CONTRACT FORM

The total cost of this contract was increased by \$530,377.00 from \$1,659,206,029.00 to \$1,659,736,406.00.

2. SECTION B - SUPPLIES OR SERVICES AND PRICES

SUBCLIN 0017AA

The target cost has increased by [redacted] from [redacted] to \$1,318,600,058.00.

The target profit/fee has increased by [redacted] from [redacted] to \$117,648,384.00.

The total cost of this line item has increased by \$530,377.00 from \$1,435,718,065.00 to \$1,436,248,442.00.

(b)(4)

This includes an increase in target cost of [redacted] of cost and [redacted] facilities capital cost of money) and an increase in target fee of [redacted] which is [redacted] target cost less facilities capital cost of money.

The following Section B clauses are hereby revised:

B-17. INCENTIVE FEE FOR SUBCLIN 0017AA/CLIN 0018 (SEE H-19):

In accordance with FAR 52.216-7, entitled "Allowable Cost and Payments", and FAR 52.216-10, entitled "Incentive Fee", the total amount for reimbursement of cost and fee for performance under SubCLIN 0017AA/CLIN 0018 are set forth below:

Target Cost [redacted]  
Target Fee [redacted]

Incentive Arrangement: Maximum Fee: [redacted]  
Minimum Fee: [redacted]

(Share Ratio: Government/Contractor)

Underrun: [redacted] for the amount by which the total allowable cost is less than the target cost until maximum fee is attained.

Overrun: [redacted] for the amount by which the total allowable cost exceeds the target cost until minimum fee is attained.

FAR 52.216-10, INCENTIVE, paragraph (e)(1), is stated as follows:

(e) Fee Payable.

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

(b)(4)

(b)(4)

B-18. TARGET COST, TARGET FEE, MINIMUM INCENTIVE FEE, MAXIMUM INCENTIVE FEE, AND INCENTIVE ARRANGEMENT FOR SUBCLIN 0017AA/CLIN 0018:

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SUBCLIN 0017AA – (Two SDD JLENS Systems)

- a. Target cost: [REDACTED]
- b. Target fee: [REDACTED]
- c. Minimum incentive fee: [REDACTED]
- d. Maximum incentive fee: [REDACTED]
- e. Total target cost and target fee: **\$1,436,248,442**

(b)(4)

3. SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by \$530,377.00 from \$1,174,220,667.52 to \$1,174,751,044.52.

SUBCLIN 0017AA:

LT: 21 9 2040 5L 5L68 P172419E555L 255Y 4M9J731300 S01021 4M9J731300/94MJLE/4M5 was increased by \$530,377.00 from \$0.00 to \$530,377.00

The contract ACRN LT has been added.

Target Cost, Target Fee, and Total for the above increase of \$530,377 is distributed as follows and includes a increase in target cost of [REDACTED] of cost and [REDACTED] of facilities capital cost of money) and a increase in target incentive fee of [REDACTED] which is [REDACTED] of target cost less facilities capital cost of money.

(b)(4)

Target Cost	[REDACTED]
Target Fee	[REDACTED]
Total	\$530,377

IMPLEMENTATION OF AND EXPLANATION OF THE RELATIONSHIP OF THE LIMITATION OF FUNDS (LOF) CLAUSE TO FEE OBLIGATIONS, subparagraph c., is revised to read as follows:

SUBCLIN 0017AA :

	<u>PRIOR</u>	<u>THIS MODIFICATION</u>	<u>CUMULATIVE TOTAL*</u>
(1) Amount Required for Full Funding, Including Fee:	\$ 1,435,718,065	\$530,377	\$ 1,436,248,442
(2) Amount Allotted Under the LOF Clause for Payment of Costs:	[REDACTED]	[REDACTED]	[REDACTED]
(3) Amount Separately Obligated for Payment of Fee:	[REDACTED]	[REDACTED]	[REDACTED]
(4) Total Amount Allotted and Obligated:	\$ 959,316,293	\$530,377	\$ 959,846,670
(5) Net Amount Required for Full Funding	\$ 476,401,772	\$ 0	\$ 476,401,772

(b)(4)

\* These figures take into consideration the negotiated total value of SubCLIN 0017AA (This does not include SubCLIN 17AH)

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4. SECTION H – SPECIAL CONTRACT REQUIREMENTS is changed as follows:

Paragraph H-19, INCENTIVE FEE STRUCTURE AND PAYMENT FOR CLIN 0017, SYSTEM DEVELOPMENT AND DEMONSTRATION (SDD), subparagraphs a. and b., are revised as follows:

a. General.

SubCLIN 0017AA, System Development and Demonstration (SDD), is a cost-plus-incentive-fee (CPIF) Line Item with cost and schedule incentives as described below. Paragraph H-19(b) applies only to the Cost Incentive and Paragraph H-19(c) applies only to the Schedule Incentive. The contract price amount of \$1,436,248,442 includes a target cost of [REDACTED] (which includes [REDACTED] of cost and [REDACTED] of facilities capital cost of money) and a target incentive fee of [REDACTED] which is [REDACTED] of target cost less facilities capital cost of money. (b)(4)

b. Cost Incentive.

(1) The target fee payable under SubCLIN 0017AA is [REDACTED] of the target cost less facilities capital cost of money [REDACTED] an amount equal to [REDACTED]

(2) The maximum fee payable under SubCLIN 0017AA is [REDACTED] of the target cost less facilities capital cost of money [REDACTED] an amount equal to [REDACTED] (b)(4)

(3) The minimum fee payable under SubCLIN 0017AA is [REDACTED] of the target cost less facilities capital cost of money [REDACTED] an amount equal to [REDACTED]

(4) Fee will be adjusted for actual cost that is less than or more than the target cost stated above using a share ratio of [REDACTED] Government / [REDACTED] Contractor for actual costs less than the target cost, and a ratio of [REDACTED] Government / [REDACTED] Contractor for actual costs greater than the target cost range applied according to Paragraph H-19(c)(1). (b)(4)

(5) Nothing stated in this clause shall take precedence over the clause 52.216-10 - Incentive Fee contained in this contract.

5. The following is an update to Modification P00181 showing a summary of funding by ACRN through Modification P00182:

<u>ACRN</u>	<u>FUNDING</u>
AA	440,100.00
AB	2,298,235.00
AC	17,832,987.00
AD	0.00
AE	7,500,000.00
AF	3,300,000.00
AG	17,192,400.00
AH	700,000.00
AJ	200,000.00
AK	85,000.00
AL	45,000.00
AM	17,045,000.00
AN	5,800.00
AP	20,779,000.00
AQ	105,000.00
AR	35,000.00

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AS	0.00
AT	6,984,678.52
AU	7,970,000.00
AV	0.00
AW	100,000.00
AX	3,396,000.00
AY	550,000.00
AZ	19,412,000.00
BA	24,527,878.00
BB	146,000.00
BC	72,000.00
BD	85,000.00
BE	100,000.00
BF	100,000.00
BG	1,975,321.00
BH	38,018,908.00
BJ	8,023,110.00
BK	260,000.00
BL	0.00
BM	125,000.00
BN	103,000.00
BP	10,352,348.00
BU	350,000.00
BV	9,000.00
BW	84,896,852.00
BX	1,146,000.00
BY	3,880,000.00
BZ	190,000.00
KL	118,250.00
KM	192,793,000.00
KN	0.00
KQ	92,811.00
KR	0.00
KS	0.00
KT	386,377,998.00
KU	2,203,183.00
KV	65,000.00
KW	20,000.00
KX	60,000.00
KY	25,000.00
KZ	25,000.00
LA	13,508.00
LB	12,500.00
LC	200,000.00
LD	7,943,648.00
LE	1,173,850.00
LF	10,000.00
LG	62,000.00
LH	400,000.00
LJ	7,476.00

001674

LK	\$273,270,601.00
LL	\$173,798.00
LM	\$1,227,200.00
LN	\$1,095,845.00
LP	\$83,200.00
LQ	\$235,566.00
LR	\$125,000.00
LS	\$6,089,616.00
LT	\$530,377.00

6. The following is an update to Modification P00181 showing a summary of funding by CLIN by ACRN through Modification P00182:

<u>CLIN</u>	<u>ACRN</u>	<u>FUNDING AMT</u>	<u>CLIN TOTAL</u>
CLIN 0001	AA	440,100.00	
CLIN 0001	AD	0.00	
			<u>440,100.00</u>
CLIN 0003	AB	2,298,235.00	
CLIN 0003	AC	17,832,987.00	
CLIN 0003	AD	0.00	
CLIN 0003	AE	7,500,000.00	
CLIN 0003	AF	3,300,000.00	
CLIN 0003	AG	17,192,400.00	
CLIN 0003	AH	700,000.00	
CLIN 0003	AM	17,045,000.00	
CLIN 0003	AN	5,800.00	
CLIN 0003	AP	20,779,000.00	
CLIN 0003	AS	0.00	
CLIN 0003	AT	6,984,678.52	
CLIN 0003	AW	100,000.00	
CLIN 0003	AY	550,000.00	
			<u>94,288,100.52</u>
CLIN 0005	BA	24,527,878.00	
CLIN 0005	BB	146,000.00	
CLIN 0005	BC	72,000.00	
CLIN 0005	BD	85,000.00	
CLIN 0005	BE	100,000.00	
CLIN 0005	BF	100,000.00	
CLIN 0005	BG	1,975,321.00	
CLIN 0005	BH	38,018,908.00	
CLIN 0005	BL	0.00	
CLIN 0005	BZ	0.00	
			<u>65,025,107.00</u>
CLIN 0007AA	BP	10,352,348.00	

001675

		<u>10,352,348.00</u>
CLIN 0009AA	AQ	45,106.00
CLIN 0009AA	AV	0.00
CLIN 0009AA	BK	256,545.00
CLIN 0009AA	BM	125,000.00
CLIN 0009AA	BN	21,315.00
		<u>447,966.00</u>
CLIN 0009AB	AJ	200,000.00
CLIN 0009AB	AK	85,000.00
CLIN 0009AB	AL	45,000.00
CLIN 0009AB	AQ	59,894.00
CLIN 0009AB	AR	35,000.00
CLIN 0009AB	BK	3,455.00
CLIN 0009AB	BN	81,685.00
CLIN 0009AB	BU	350,000.00
CLIN 0009AB	BV	9,000.00
		<u>889,034.00</u>
CLIN 0013	AU	7,970,000.00
CLIN 0013	AX	3,396,000.00
CLIN 0013	AY	0.00
CLIN 0013	AZ	19,412,000.00
CLIN 0013	BJ	8,023,110.00
		<u>38,801,110.00</u>
CLIN 0017	BW	0.00
CLIN 0017	KM	0.00
		<u>0.00</u>
CLIN 0017AA	BY	3,880,000.00
CLIN 0017AA	BX	1,146,000.00
CLIN 0017AA	BW	84,896,852.00
CLIN 0017AA	BZ	0.00
CLIN 0017AA	KM	192,793,000.00
CLIN 0017AA	KN	0.00
CLIN 0017AA	KQ	66,151.00
CLIN 0017AA	KS	0.00
CLIN 0017AA	KT	386,204,200.00
CLIN 0017AA	KU	2,203,183.00
CLIN 0017AA	KY	0.00
CLIN 0017AA	LC	200,000.00
CLIN 0017AA	LD	7,943,648.00
CLIN 0017AA	LE	0.00
CLIN 0017AA	LH	400,000.00
CLIN 0017AA	LJ	7,476.00

001676

CLIN 0017AA	LK	273,270,601.00	
CLIN 0017AA	LQ	235,566.00	
CLIN 0017AA	LS	6,069,616.00	
CLIN 0017AA	LT	530,377.00	
			<b>959,846,670.00</b>
CLIN 0017AB	KL	118,250.00	
			118,250.00
CLIN 0017AC	BZ	190,000.00	
			190,000.00
CLIN 0017AD	KN	0.00	
CLIN 0017AD	KS	0.00	
			0.00
CLIN 0017AE	LL	173,798.00	
			173,798.00
CLIN 0017AH	KT	173,798.00	
			173,798.00
CLIN 0020AA	KN	0.00	
CLIN 0020AA	KQ	26,660.00	
			26,660.00
CLIN 0021AA	KW	0.00	
			0.00
CLIN 0021AB	KV	0.00	
CLIN 0021AB	LB	0.00	
CLIN 0021AB	KX	0.00	
CLIN 0021AB	KY	0.00	
			0.00
CLIN 0021AC	KZ	0.00	
CLIN 0021AC	LA	0.00	
			0.00
CLIN 0022	KW	0.00	
			0.00

001677

CLIN 0023	KX	60,000.00	
CLIN 0023	KY	25,000.00	
CLIN 0023	KV	65,000.00	
CLIN 0023	LB	12,500.00	
CLIN 0023	LF	10,000.00	
CLIN 0023	LR	\$125,000.00	
			<u>297,500.00</u>
CLIN 0024	LA	13,508.00	
CLIN 0024	LG	62,000.00	
CLIN 0024	KZ	25,000.00	
CLIN 0024	KW	20,000.00	
CLIN 0024	LP	83,200.00	
			<u>203,708.00</u>
CLIN 0025	LE	1,173,850.00	
CLIN 0025	LM	1,227,200.00	
			<u>2,401,050.00</u>
CLIN 0026	LN	1,095,845.00	
			<u>1,095,845.00</u>

(End of Summary of Changes)

001678

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

I. CONTRACTED CODE **V** PAGE OF PAGES **1 | 4**

2. AMENDMENT/MODIFICATION NO. **P00183** 3. EFFECTIVE DATE **08 APR 09** 4. REQUISITION/PURCHASE REQ. NO. 5. PROJECT NO. (If applicable)

6. ISSUED BY **USAMC/CRS/STAT** CODE **W0113M** 7. ADMINISTERED BY (If different from item 6) CODE **S2205A**  
**HUNTSVILLE AL 358** **(b)(6)**  
 DCSA RAYTHEON  
 25 APPLE HILL DRIVE  
 HAS T2FR2  
 TEMPORARY MA ONER

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)  
**RAYTHEON COMPANY**  
**390 LOWELL ST.**  
**ANDOVER MA 01910-4420**

9A. AMENDMENT OF SOLICITATION NO.  
 9B. DATED (SEE ITEM 11)  
**X 10A. MOD. OF CONTRACT/ORDER NO. DASG80-08-C-0001**  
**X 10B. DATED (SEE ITEM 13) 30-Jan-1998**

CODE **05716** FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS  
 The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:  
 (a) By completing Items 8 and 15, and returning          copies of this amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided such telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.  
 B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).  
**X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF FAR 43.103(1)(3), Mutual Agreement**  
 D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor  is not,  is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
 Modification Control Number: **(b)(6)**  
 To incorporate Revision C, dated 09 March 2008, to the GFE/GFW/GFB list for SDD, CLIN 0017

Except as provided herein, all terms and conditions of this document contained in Item 9A or 10A, or have the changes remain unchanged and in full force and effect.

15A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) **(b)(6)**  
 15B. DATE SIGNED **4-6-09** BY **(b)(6)**  
 15C. DATE SIGNED **8 Apr 09** BY **(b)(6)**

EXCEPTION TO SF 30 APPROVED BY OIRM 11-84 30-105-04 STANDARD FORM 30 (Rev. 10-83) Prescribed by GSA FAR (48 CFR) 53.243

001679

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

**SUMMARY OF CHANGES**

SECTION J - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

The following have been modified:

<u>TITLE</u>	<u>DATE</u>	<u># OF PAGES</u>	
Contract Security Classification Specification (DD Form 254) REVISION 10 (P00149) DD 254 Mailed via US Postal Service. NOTE: Last Revision see P00106 Rev. 8 (Rev. 9 deleted)	26 Dec 2007	11	
JLENS Software Source Code Specifically Negotiated License, 04 Sep 08 License Number JLENS-SWLA-01 (Added per Modification P00166)		8	
<u>CLIN 0017:</u> JLENS System Development and Demonstration (SDD) Program Statement of Work (Revised by Incorporating CSDR Plans dated 20 Febr 2007 in Appendix C per Modification P00136)	30 Nov 06 - Revised 20 Feb 07	37	
	March 08	1	(b)(3)(A) (i)&Title 10 Sec 130 (a)(b)
Contract Data Requirements List (DD Form 1423) Exhibit A with Distribution List & Data Item Nos. B001 through B062 (Replace Data Item Nos. B026 and B027, only Per Modification P00136) (Replace Data Item Nos. B048 and B049, only Per Modification P00143 & to add statement in Section A of Modification P00143) (Replace Data Item No. B033 only, per Modification P00161)	01 Dec 06  Revised 05 Apr 07  Revised 24 Oct 07  Revised 11 Jul 08	63    1	
*Added statement below to address weekends/Holidays: (In Mod P00143)	24 October 07		
*Per a mutual agreement between Raytheon and JLENS Product Office all Contract Data Requirements List (CDRL's) (DD Form 1423) are due on the next business day after the required due date if the due date falls on Saturday, Sunday or a Government Holiday. In addition, for any CDRL with a requirement to resubmit within 10 days or less after receipt of comments, where Raytheon receives the comments on a Friday, the timeframe for resubmittal will begin on the next business day. Statement added in Mod P00143 on 24 Oct. 2007.			
GFE/GFP/GFS List for SDD Replaced with Rev. B List **Add items below For record-keeping purposes (Per Mod P00143) Replaced with Revision C List (Per P00183)	28 Nov 06 15 Oct 07 Revised 22 Oct 07  09 Mar 09	2 6  12	

001680

\*\*Per the [REDACTED] Raytheon is authorized rent free use on a non-interference use of the equipment listed below for utilization on JLENS Fire Control Radar Prime Contract DASG60-98-C-0001 for the period from 19 April 2007 through 30 September 2011.

(b)(3)(A)  
(i)&Title  
10 Sec 130  
(a)(b)

[REDACTED]

(b)(3)(A)  
(i)&Title  
10 Sec  
130 (a)(b)

[REDACTED]

[REDACTED]

(b)(3)(A)  
(i)&Title  
10 Sec 130  
(a)(b)

Hereby added in Mod P00148 for tracking purposes:

Originated in Basic Contract:

Government Furnished Equipment - Spiral 1

20 Jun 03 1 List

(Spiral 1 Equipment Transferred to Government

25 Mar 07\* 34 pages

Contract DASG60-00-C-0091, DD Form 1149 (attached)

(Revised 21 Nov 07)\* 34 pages

Gov't Technical POC: [REDACTED]

(b)(6)

Ship to address:

[REDACTED]

(b)(3)(A)  
(i)&Title  
10 Sec 130  
(a)(b)

\*NOTE: Items 1-1060 transferred to Contract DASG60-00-C-0091 per revised GFE list dated 21 Nov 07. Items 1061 - 1116 GFE items retained on Contract DASG60-98-C-0001 for Spiral 2 per GFE list dated 25 Mar 07.

JLENS Performance Specification, MIS-PRF-55628,  
Revision A  
(Added by reference per Modification P00168)

27 Jun 08

136

Annex A to the JLENS Performance Specification,  
MIS-PRF-55628, Revision A  
(Added by reference per Modification P00168)

27 Jun 08

10

CLIN 0021

JLENS Simulation Support  
SOW dated 28 January 2008

28 January 2008

2 pages

[REDACTED]  
Simulation Support Tasks  
(Added per Mod P00153)

(b)(3)(A)(i)&Title  
10 Sec 130 (a)(b)

CLIN 0025

JLENS Integrated Fire Control Demonstration Program  
Statement of Work, Revision 3

14 Jan 08

3

001681

(Added per Modification P00165)

JLENS Integrated Fire Control Demonstration Program Program and Technical Clarification Description, incorporated herein by reference (Added per Modification P00165)	25 Jul 08	17
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Contract Data Requirements List (DD Form 1423) Exhibit B, Data Items Nos. B001 through B004, with Data Item Descriptions (Added per Modification P00165)	16 Oct 07	19
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(End of Summary of Changes)

001682

SDD CONTRACT DASIG60-98-C-0001 03/09/2009

(b)(3)(A)  
(i)&Title  
10 Sec  
130 (a)  
(b)

(b)(3)(A)  
(i)&Title  
10 Sec 130  
(a)(b)

(b)(3)(A)  
(i)&Title  
10 Sec 130  
(a)(b)

001683

SDD CONTRACT DASG60-98-C-0001 03/09/2009

2 of 12

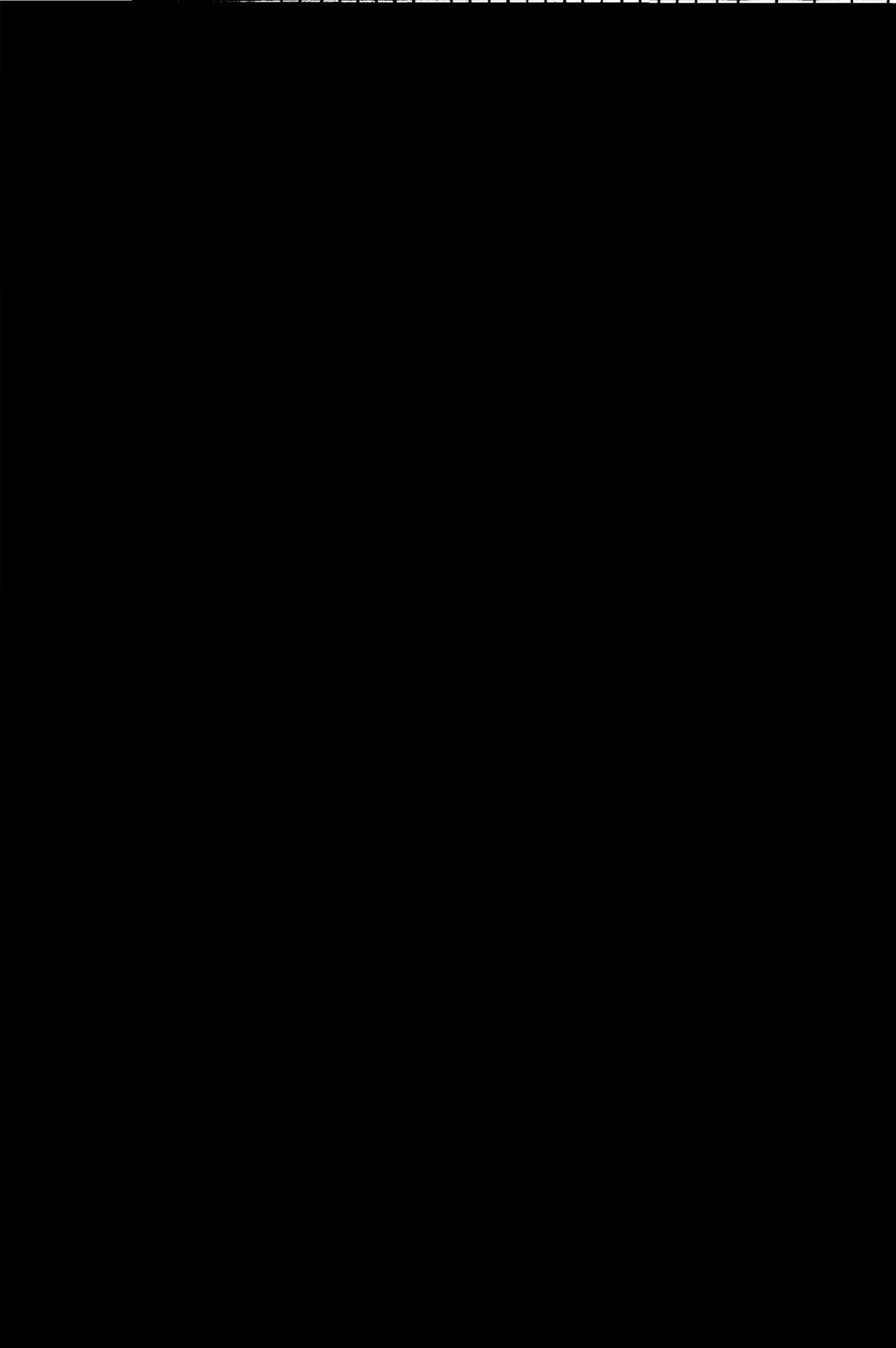
(b)(3)(A)  
(i)&Title 10  
Sec 130 (a)(b)

(b)(3)(A)  
(i)&Title 10  
Sec 130 (a)(b)

(b)(3)(A)  
(i)&Title 10 Sec  
130 (a)(b)

001684

SDD CONTRACT DASG60-98-C-0001 03/09/2009



3 of 12

(b)(3)(A)  
(i)&Title 10  
Sec 130 (a)(b)

(b)(3)(A)  
(i)&Title 10  
Sec 130 (a)(b)

(b)(3)(A)  
(i)&Title 10  
Sec 130 (a)(b)

001685

SDD CONTRACT DASG60-98-C-0001 03/09/2009

4 of 12

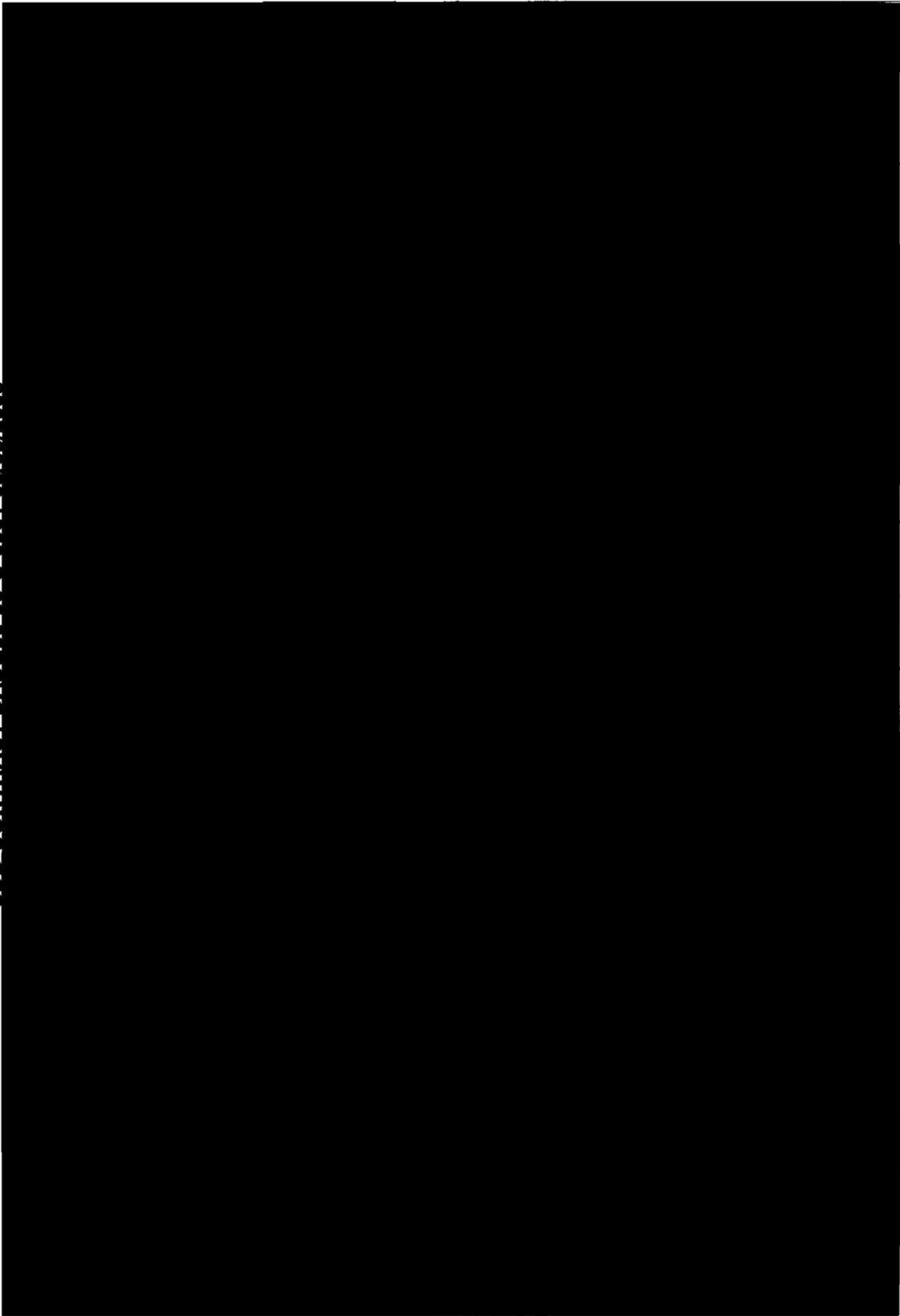
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(i)&Title 10  
Sec 130 (a)(b)

(b)(3)(A)  
(i)&Title 10  
Sec 130 (a)(b)

(b)(3)(A)  
(i)&Title 10  
Sec 130 (a)(b)

001686

SDD CONTRACT DASG60-98-C-0001 03/09/2009



5 of 12

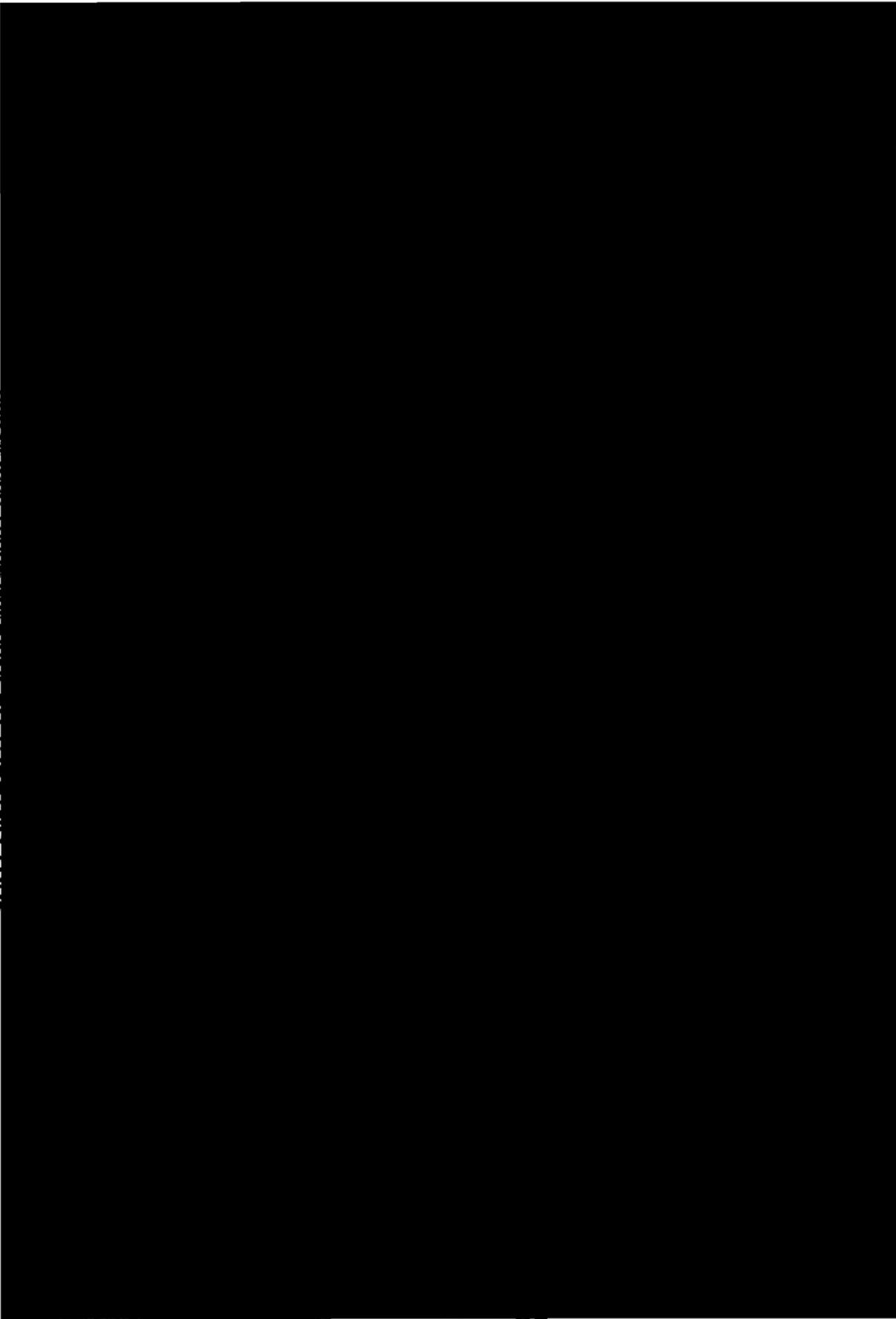
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(i)&Title  
10 Sec  
130 (a)(b)

(b)(3)(A)  
(i)&Title  
10 Sec 130  
(a)(b)

(b)(3)(A)  
(i)&Title  
10 Sec  
130 (a)  
(b)

001687

SDD CONTRACT DASG60-98-C-0001 03/09/2009



(b)(3)(A)  
(i)&Title  
10 Sec 130  
(a)(b)

(b)(3)(A)  
(i)&Title  
10 Sec  
130 (a)(b)

(b)(3)(A)  
(i)&Title  
10 Sec  
130 (a)(b)

001688

SDD CONTRACT DASG60-98-C-0001 03/09/2009

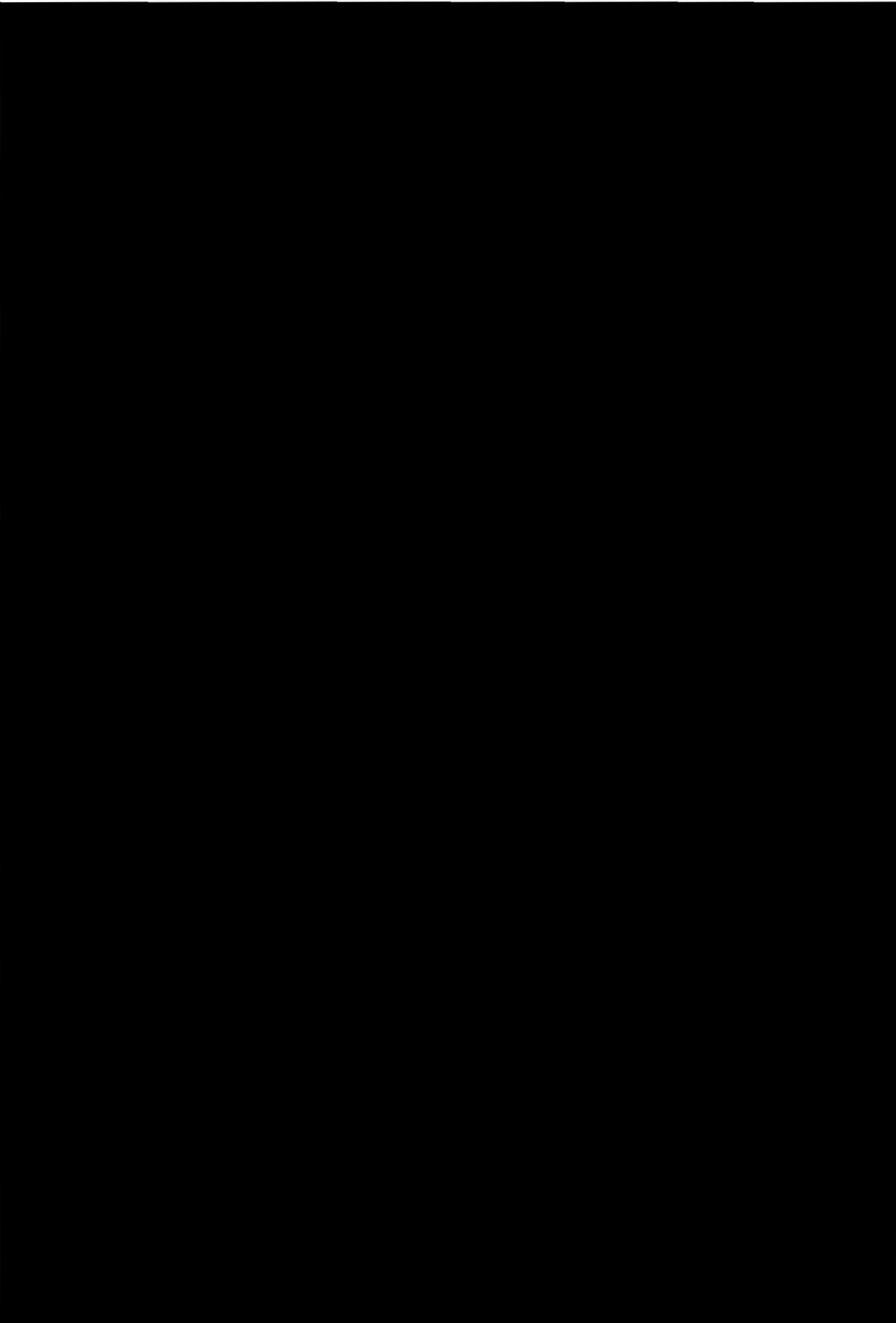
7 of 12  
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(i)&Title  
10 Sec 130  
(a)(b)

(b)(3)(A)  
(i)&Title  
10 Sec 130  
(a)(b)

(b)(3)(A)  
(i)&Title  
10 Sec  
130 (a)(b)

001689

SDD CONTRACT DAST660-98-C-0001 03/09/2009



8 of 12

(b)(3)(A)  
(i)&Title  
10 Sec 130  
(a)(b)

(b)(3)(A)  
(i)&Title 10  
Sec 130 (a)(b)

(b)(3)(A)  
(i)&Title  
10 Sec 130  
(a)(b)

001690

SDD CONTRACT DASG60-98-C-0001 02/09/2009

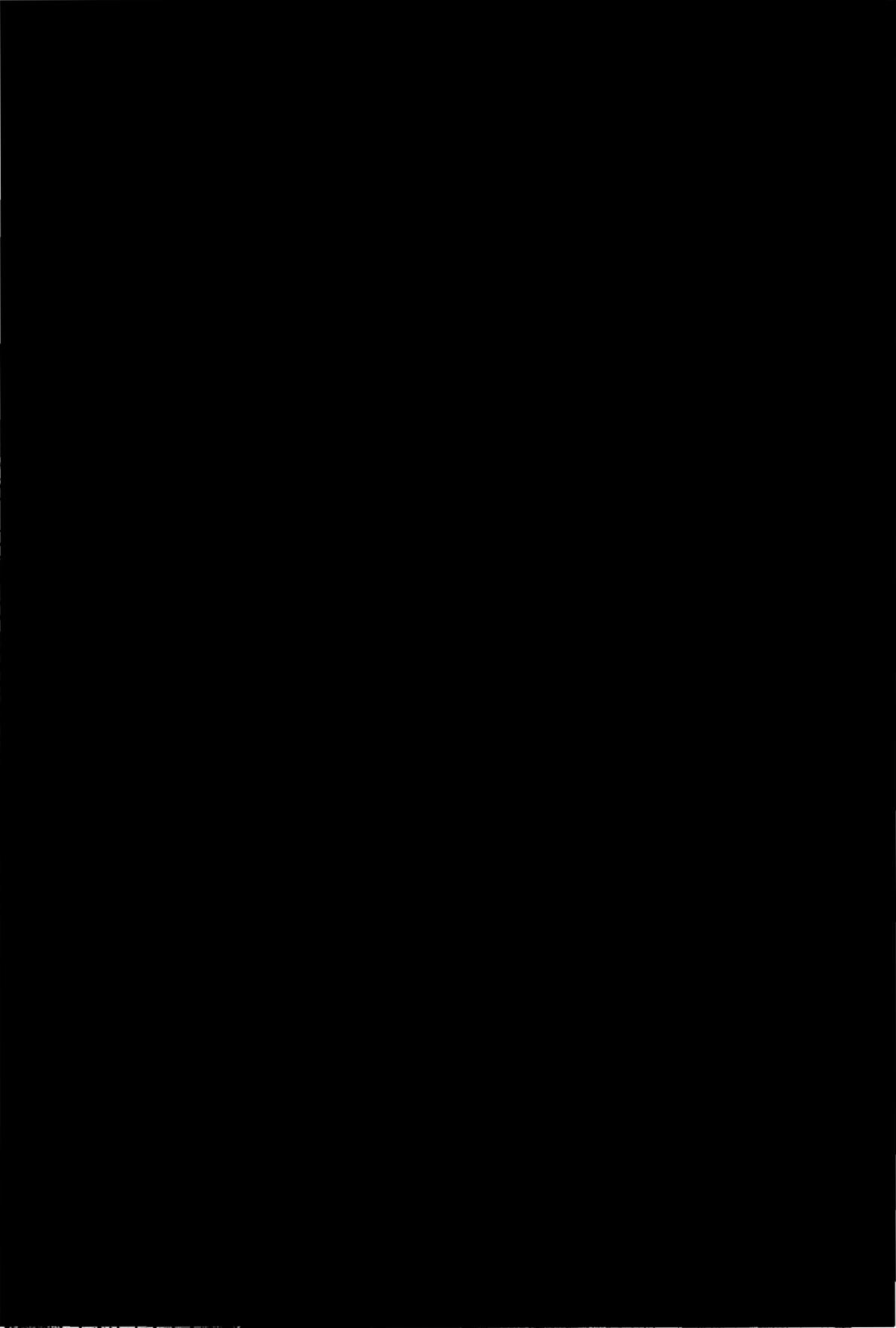
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10 Sec 130  
(a)(b)

(b)(3)(A)  
(i)&Title  
10 Sec 130  
(a)(b)

(b)(3)(A)  
(i)&Title  
10 Sec 130  
(a)(b)

001691

SDD CONTRACT DASG60-98-C-0001 03/09/2009



10 of 12

(b)(3)(A)  
(i)&Title  
10 Sec 130  
(a)(b)

(b)(3)(A)  
(i)&Title  
10 Sec  
130 (a)(b)

(b)(3)(A)  
(i)&Title  
10 Sec  
130 (a)(b)

001692

SDB CONTRACT DASGNO-08-C-0001-03/09/2009

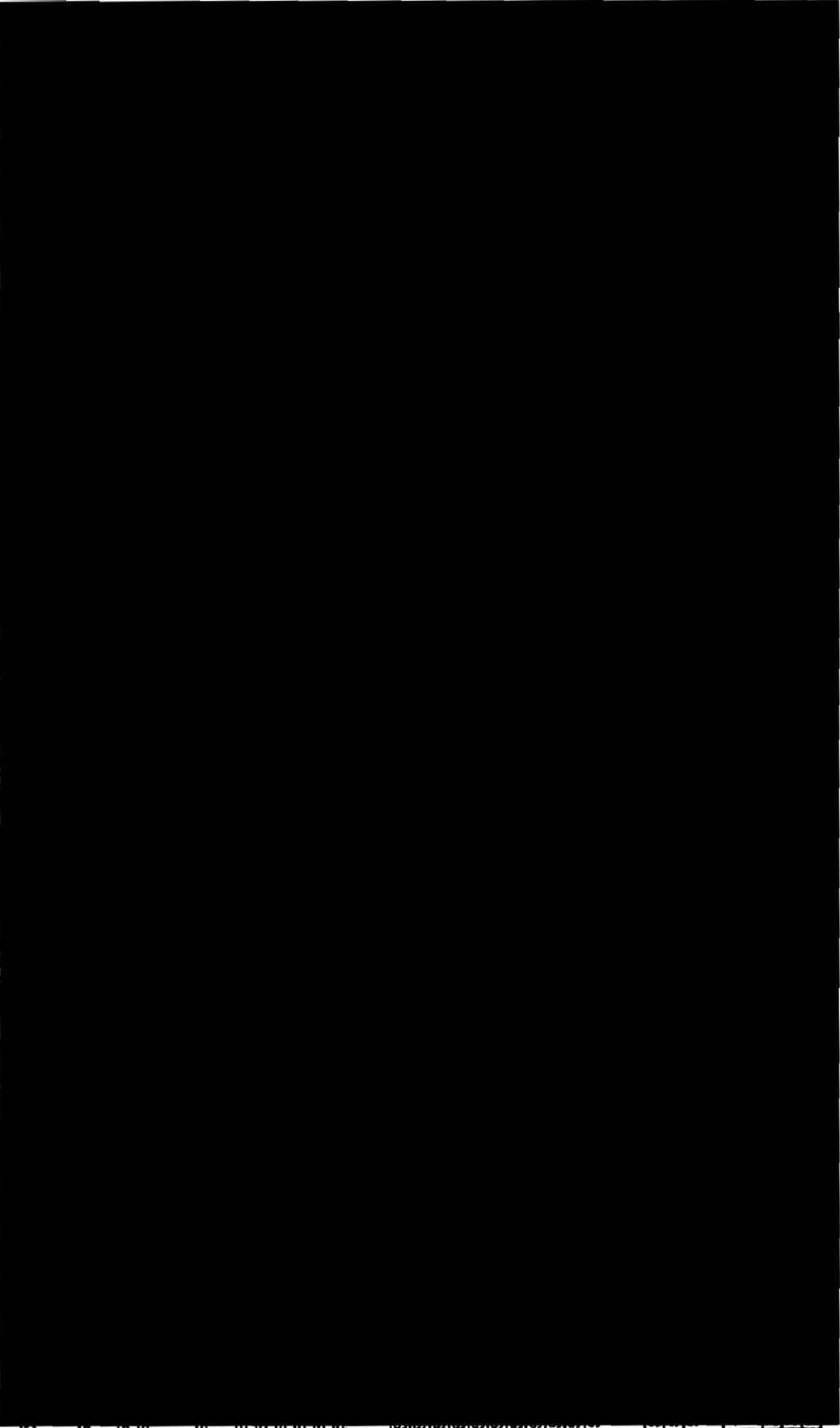
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(i)&Title  
10 Sec  
130 (a)(b)

(b)(3)(A)  
(i)&Title  
10 Sec 130  
(a)(b)

(b)(3)(A)  
(i)&Title  
10 Sec  
130 (a)(b)

001693

SDD CONTRACT DASC60-98-C-0001 03/09/2009



(b)(3)(A)  
(i)&Title 10  
Sec 130 (a)(b)

(b)(3)(A)  
(i)&Title 10 Sec  
130 (a)(b)

(b)(3)(A)  
(i)&Title 10 Sec  
130 (a)(b)

001694

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

1. CONTRACT ID CODE: **V** PAGE OF PAGES: **1 | 7**

AMENDMENT/MODIFICATION NO. **0184** 3. EFFECTIVE DATE **29-Apr-2009** 4. REQUISITION/PURCHASE REQ. NO. 5. PROJECT NO. (If applicable)

6. ISSUED BY: **USASNDCA/STRAT** CODE **WS9113M** 7. ADMINISTERED BY (If other than item 6) CODE **S2205A**  
 DCMA RAYTHEON  
 50 APPLE HILL DRIVE  
 M/S T2FR2  
 TENNESSEE MA 01876

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code):  
**RAYTHEON COMPANY**  
**300 LOWELL ST.**  
**ANDOVER MA 01810-4400**

9A. AMENDMENT OF SOLICITATION NO.  
 9B. DATED (SEE ITEM 11)  
 X 10A. MOD. OF CONTRACT/ORDER NO. **DASG60-98-C-0001**  
 10B. DATED (SEE ITEM 13)  
 X **30-Jan-1998**

CODE **05716** FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer  is extended,  is not extended.

Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:  
 (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)  
**See Schedule**

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

X D. OTHER (Specify type of modification and authority)  
**UNILATERAL: FAR 52.232-22, "Limitation of Funds"**

E. IMPORTANT: Contractor  is not,  is required to sign this document and return \_\_\_\_\_ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
 Modification Control Number: **[REDACTED]**  
 To incrementally fund SubCLIN 0017AA in the amount of \$9,100,000. (b)(6)

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

15A. NAME AND TITLE OF SIGNER (Type or print) 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)  
**[REDACTED]** (b)(6)

15B. CONTRACTOR/OFFEROR 15C. DATE SIGNED 16B. UNITED STATES OF AMERICA 16C. DATE SIGNED  
 BY **[REDACTED]** **29-Apr-2009** (b)(6)  
 (Signature of person authorized to sign) (Signature of Contracting Officer)

001695

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

**SUMMARY OF CHANGES**

1. SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by \$9,100,000.00 from \$1,174,751,044.52 to \$1,183,851,044.52.

SUBCLIN 0017AA:

LU: 21 9 2040 0000 5L 5L57 643327S345L 255Y S01021 94NS34/4N91AM194N/4N0000 was increased by \$9,100,000.00 from \$0.00 to \$9,100,000.00

The contract ACRN LU has been added.

Target Cost, Target Fee, and Total for the above increase of \$9,100,000 is distributed as follows and includes a increase in target cost of [REDACTED] of cost and [REDACTED] of facilities capital cost of money) and a increase in target incentive fee of [REDACTED] which is [REDACTED] of target cost less facilities capital cost of money. (b)(4)

Target Cost	[REDACTED]
Target Fee	[REDACTED]
Total	\$9,100,000

IMPLEMENTATION OF AND EXPLANATION OF THE RELATIONSHIP OF THE LIMITATION OF FUNDS (LOF) CLAUSE TO FEE OBLIGATIONS, subparagraph c., is revised to read as follows:

SUBCLIN 0017AA :

	PRIOR	THIS MODIFICATION	CUMULATIVE TOTAL*
(1) Amount Required for Full Funding, Including Fee:	\$ 1,436,248,442	\$ 0	\$ 1,436,248,442
(2) Amount Allotted Under the LOF Clause for Payment of Costs:	[REDACTED]	[REDACTED]	[REDACTED] (b)(4)
(3) Amount Separately Obligated for Payment of Fee:	[REDACTED]	[REDACTED]	[REDACTED]
(4) Total Amount Allotted and Obligated:	\$ 959,846,670	\$9,100,000	\$ 968,946,670
(5) Net Amount Required for Full Funding	\$ 476,401,772	(\$9,100,000)	\$ 467,301,772

\* These figures take into consideration the negotiated total value of SubCLIN 0017AA (This does not include SubCLIN 17AH)

2. The following is an update to Modification P00182 showing a summary of funding by ACRN through Modification P00184:

ACRN	FUNDING
AA	440,100.00

001694

AB	2,298,235.00
AC	17,832,987.00
AD	0.00
AE	7,500,000.00
AF	3,300,000.00
AG	17,192,400.00
AH	700,000.00
AJ	200,000.00
AK	85,000.00
AL	45,000.00
AM	17,045,000.00
AN	5,800.00
AP	20,779,000.00
AQ	105,000.00
AR	35,000.00
AS	0.00
AT	6,984,678.52
AU	7,970,000.00
AV	0.00
AW	100,000.00
AX	3,396,000.00
AY	550,000.00
AZ	19,412,000.00
BA	24,527,878.00
BB	146,000.00
BC	72,000.00
BD	85,000.00
BE	100,000.00
BF	100,000.00
BG	1,975,321.00
BH	38,018,908.00
BJ	8,023,110.00
BK	260,000.00
BL	0.00
BM	125,000.00
BN	103,000.00
BP	10,352,348.00
BU	350,000.00
BV	9,000.00
BW	84,896,852.00
BX	1,146,000.00
BY	3,880,000.00
BZ	190,000.00
KL	118,250.00
KM	192,793,000.00
KN	0.00
KQ	92,811.00
KR	0.00
KS	0.00
KT	386,377,998.00

001697

KU	2,203,183.00
KV	65,000.00
KW	20,000.00
KX	60,000.00
KY	25,000.00
KZ	25,000.00
LA	13,508.00
LB	12,500.00
LC	200,000.00
LD	7,943,648.00
LE	1,173,850.00
LF	10,000.00
LG	62,000.00
LH	400,000.00
LJ	7,476.00
LK	\$273,270,601.00
LL	\$173,798.00
LM	\$1,227,200.00
LN	\$1,095,845.00
LP	\$83,200.00
LQ	\$235,566.00
LR	\$125,000.00
LS	\$6,069,616.00
LT	\$530,377.00
LU	\$9,100,000.00

3. The following is an update to Modification P00182 showing a summary of funding by CLIN by ACRN through Modification P00184:

<u>CLIN</u>	<u>ACRN</u>	<u>FUNDING AMT</u>	<u>CLIN TOTAL</u>
CLIN 0001	AA	440,100.00	
CLIN 0001	AD	0.00	
			<u>440,100.00</u>
CLIN 0003	AB	2,298,235.00	
CLIN 0003	AC	17,832,987.00	
CLIN 0003	AD	0.00	
CLIN 0003	AE	7,500,000.00	
CLIN 0003	AF	3,300,000.00	
CLIN 0003	AG	17,192,400.00	
CLIN 0003	AH	700,000.00	
CLIN 0003	AM	17,045,000.00	
CLIN 0003	AN	5,800.00	
CLIN 0003	AP	20,779,000.00	
CLIN 0003	AS	0.00	
CLIN 0003	AT	6,984,678.52	
CLIN 0003	AW	100,000.00	
CLIN 0003	AY	550,000.00	

001698

		<u>94,288,100.52</u>
CLIN 0005	BA	24,527,878.00
CLIN 0005	BB	146,000.00
CLIN 0005	BC	72,000.00
CLIN 0005	BD	85,000.00
CLIN 0005	BE	100,000.00
CLIN 0005	BF	100,000.00
CLIN 0005	BG	1,975,321.00
CLIN 0005	BH	38,018,908.00
CLIN 0005	BL	0.00
CLIN 0005	BZ	0.00
		<u>65,025,107.00</u>
CLIN 0007AA	BP	10,352,348.00
		<u>10,352,348.00</u>
CLIN 0009AA	AQ	45,106.00
CLIN 0009AA	AV	0.00
CLIN 0009AA	BK	256,545.00
CLIN 0009AA	BM	125,000.00
CLIN 0009AA	BN	21,315.00
		<u>447,966.00</u>
CLIN 0009AB	AJ	200,000.00
CLIN 0009AB	AK	85,000.00
CLIN 0009AB	AL	45,000.00
CLIN 0009AB	AQ	59,894.00
CLIN 0009AB	AR	35,000.00
CLIN 0009AB	BK	3,455.00
CLIN 0009AB	BN	81,685.00
CLIN 0009AB	BU	350,000.00
CLIN 0009AB	BV	9,000.00
		<u>869,034.00</u>
CLIN 0013	AU	7,970,000.00
CLIN 0013	AX	3,396,000.00
CLIN 0013	AY	0.00
CLIN 0013	AZ	19,412,000.00
CLIN 0013	BJ	8,023,110.00
		<u>38,801,110.00</u>
CLIN 0017	BW	0.00
CLIN 0017	KM	0.00
		<u>0.00</u>

001699



			<u>0.00</u>
CLIN 0021AB	KV	0.00	
CLIN 0021AB	LB	0.00	
CLIN 0021AB	KX	0.00	
CLIN 0021AB	KY	0.00	
			<u>0.00</u>
CLIN 0021AC	KZ	0.00	
CLIN 0021AC	LA	0.00	
			<u>0.00</u>
CLIN 0022	KW	0.00	
			<u>0.00</u>
CLIN 0023	KX	60,000.00	
CLIN 0023	KY	25,000.00	
CLIN 0023	KV	65,000.00	
CLIN 0023	LB	12,500.00	
CLIN 0023	LF	10,000.00	
CLIN 0023	LR	\$125,000.00	
			<u>297,500.00</u>
CLIN 0024	LA	13,508.00	
CLIN 0024	LG	62,000.00	
CLIN 0024	KZ	25,000.00	
CLIN 0024	KW	20,000.00	
CLIN 0024	LP	83,200.00	
			<u>203,708.00</u>
CLIN 0025	LE	1,173,850.00	
CLIN 0025	LM	1,227,200.00	
			<u>2,401,050.00</u>
CLIN 0026	LN	1,095,845.00	
			<u>1,095,845.00</u>

(End of Summary of Changes)

001701

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

1. CONTRACT ID CODE: **V** PAGE OF PAGES: **1 | 9**

2. AMENDMENT/ORDER NO.: **P00185** 3. EFFECTIVE DATE: **14 MAY 09** 4. REQUESTOR/PURCHASER REQ. NO.: [Blank] 5. PROJECT NO. (if applicable): [Blank]

ISSUED BY: [Redacted] CODE: **MD113M** 7. ADMINISTERED BY (if other than issuer): [Blank] CODE: **S2216A**

DEPARTMENT: [Redacted] OFFICE: [Redacted] DIVISION: [Redacted] TELEPHONE NUMBER: [Redacted]

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code): **BATHURST COMPANY, 500 BELL ST., ANN ARBOR MI 48106-4209**

9A. AMENDMENT OF SOLICITATION NO.: [Blank] 9B. DATED (SEE ITEM 11): [Blank]

X 10A. MOD. OF CONTRACT/ORDER NO. **DAAG02-03-C-0011** 10B. DATED (SEE ITEM 13): **30-Jan-1998**

CODE: **05719** FACILITY CODE: [Blank]

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 4. The proposed date specified for receipt of offer:  is amended,  is not amended.

Offer must acknowledge receipt of this amendment prior to the time and date specified in the solicitation or as amended by one of the following methods:  
 (a) By completing Items 8 and 11, and returning copies of this amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment number. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. Any change of this number or date due to change in offer clearly indicated, such change may be made by telegram letter, provided such telegram letter reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (if required)  
 See Schedule

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT ORDERS  
 IT MODIFIES THE CONTRACT ORDER NO. AS DESCRIBED IN ITEM 14.

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as change in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).

X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: **Change Order and FAR 43.103-22, "Limitation of Funds"**

D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor  is not,  is required to sign this document and return **1** copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section heading, including solicitation/contract subject matter where feasible.)  
 Modification Control Number: [Redacted]

To increase and fund SubCLM 6072AA in the amount of \$1,827,285 for the technical of an [Redacted] primary relayed method for the [Redacted]

Except as provided herein, all terms and conditions of the document referenced in Item 8A or 10A, as herein amended, remain unchanged and in full force and effect.

15A. NAME AND ADDRESS OF ISSUING OFFICE: [Redacted] 15B. NAME AND ADDRESS OF CONTRACTOR: [Redacted]

15C. DATE SIGNED: **5/14/09** 15D. DATE SIGNED: [Redacted]

(Signature of person authorized to sign) [Redacted] (Signature of Contracting Officer) [Redacted]

(b)(6)  
 (b)(3)(A)  
 (i) & Title 10  
 Sec 150 (a)(b)

(b)(6)

001702

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

1. SECTION A - SOLICITATION/CONTRACT FORM

The total cost of this contract was increased by \$1,957,265.00 from \$1,659,736,406.00 to \$1,661,693,671.00.

2. SECTION B - SUPPLIES OR SERVICES AND PRICES

SUBCLIN 0017AA

The target cost has increased by \$1,796,430.00 from \$1,318,600,058.00 to \$1,320,396,488.00.

The target profit/fee has increased by [REDACTED] from [REDACTED] to \$117,809,219.00.

The total cost of this line item has increased by [REDACTED] from [REDACTED] to \$1,438,205,707.00.

(b)(4)

This includes an increase in target cost of [REDACTED] of cost and [REDACTED] facilities capital cost of money) and an increase in target fee of [REDACTED] which is [REDACTED] of target cost less facilities capital cost of money.

The following Section B clauses are hereby revised:

B-17. INCENTIVE FEE FOR SUBCLIN 0017AA/CLIN 0018 (SEE H-19):

In accordance with FAR 52.216-7, entitled "Allowable Cost and Payments", and FAR 52.216-10, entitled "Incentive Fee", the total amount for reimbursement of cost and fee for performance under SubCLIN 0017AA/CLIN 0018 are set forth below:

Target Cost [REDACTED]  
Target Fee [REDACTED]

(b)(4)

Incentive Arrangement: Maximum Fee: [REDACTED]  
Minimum Fee: [REDACTED]

(Share Ratio: Government/Contractor)

Underrun: [REDACTED] for the amount by which the total allowable cost is less than the target cost until maximum fee is attained.

(b)(4)

Overrun: [REDACTED] for the amount by which the total allowable cost exceeds the target cost until minimum fee is attained.

FAR 52.216-10, INCENTIVE, paragraph (e)(1), is stated as follows:

(e) Fee Payable.

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

(b)(4)

B-18. TARGET COST, TARGET FEE, MINIMUM INCENTIVE FEE, MAXIMUM INCENTIVE FEE, AND INCENTIVE ARRANGEMENT FOR SUBCLIN 0017AA/CLIN 0018:

001703

SUBCLIN 0017AA – (Two SDD JLENS Systems)

- a. Target cost: [REDACTED]
- b. Target fee: [REDACTED]
- c. Minimum incentive fee: [REDACTED]
- d. Maximum incentive fee: [REDACTED]
- e. Total target cost and target fee: **\$1,438,205,707**

(b)(4)

3. SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by \$1,957,265.00 from \$1,183,851,044.52 to \$1,185,808,309.52.

SUBCLIN 0017AA:

LV: 21 9 2040 5L 5L68 P172419E555L 255Y 4M9J732000 S01021 4M9J732000/94MJLE/4M5 was increased by \$1,957,265.00 from \$0.00 to \$1,957,265.00

The contract ACRN LV has been added.

Target Cost, Target Fee, and Total for the above increase of \$1,957,265 is distributed as follows and includes a increase in target cost of [REDACTED] of cost and [REDACTED] facilities capital cost of money) and a increase in target incentive fee of [REDACTED] which is [REDACTED] of target cost less facilities capital cost of money.

(b)(4)

Target Cost	[REDACTED]
Target Fee	[REDACTED]
Total	\$1,957,265

IMPLEMENTATION OF AND EXPLANATION OF THE RELATIONSHIP OF THE LIMITATION OF FUNDS (LOF) CLAUSE TO FEE OBLIGATIONS, subparagraph c., is revised to read as follows:

SUBCLIN 0017AA :

	<u>PRIOR</u>	<u>THIS MODIFICATION</u>	<u>CUMULATIVE TOTAL*</u>
(1) Amount Required for Full Funding, Including Fee:	\$ 1,436,248,442	\$ 1,957,265	\$ 1,438,205,707
(2) Amount Allotted Under the LOF Clause for Payment of Costs:	[REDACTED]	[REDACTED]	[REDACTED]
(3) Amount Separately Obligated for Payment of Fee:	[REDACTED]	[REDACTED]	[REDACTED]
(4) Total Amount Allotted and Obligated:	\$ 968,946,670	\$ 1,957,265	\$ 970,903,935
(5) Net Amount Required for Full Funding	\$ 467,301,772	\$ 0	\$ 467,301,772

(b)(4)

\* These figures take into consideration the negotiated total value of SubCLIN 0017AA (This does not include SubCLIN 17AH)

001704

4. SECTION H – SPECIAL CONTRACT REQUIREMENTS is changed as follows:

Paragraph H-19, INCENTIVE FEE STRUCTURE AND PAYMENT FOR CLIN 0017, SYSTEM DEVELOPMENT AND DEMONSTRATION (SDD), subparagraphs a. and b., are revised as follows:

a. General.

SubCLIN 0017AA, System Development and Demonstration (SDD), is a cost-plus-incentive-fee (CPIF) Line Item with cost and schedule incentives as described below. Paragraph H-19(b) applies only to the Cost Incentive and Paragraph H-19(c) applies only to the Schedule Incentive. The contract price amount of \$1,438,205,707 includes a target cost of [REDACTED] which includes [REDACTED] of cost and [REDACTED] of facilities capital cost of money) and a target incentive fee of [REDACTED] which is [REDACTED] of target cost less facilities capital cost of money. (b)(4)

b. Cost Incentive.

(1) The target fee payable under SubCLIN 0017AA is [REDACTED] of the target cost less facilities capital cost of money [REDACTED] an amount equal to [REDACTED]

(2) The maximum fee payable under SubCLIN 0017AA is [REDACTED] of the target cost less facilities capital cost of money [REDACTED] an amount equal to [REDACTED] (b)(4)

(3) The minimum fee payable under SubCLIN 0017AA [REDACTED] of the target cost less facilities capital cost of money [REDACTED] an amount equal to [REDACTED]

(4) Fee will be adjusted for actual cost that is less than or more than the target cost stated above using a share ratio of [REDACTED] Government / [REDACTED] Contractor for actual costs less than the target cost, and a ratio of [REDACTED] Government / [REDACTED] Contractor for actual costs greater than the target cost range applied according to Paragraph H-19(c)(1).

(5) Nothing stated in this clause shall take precedence over the clause 52.216-10 - Incentive Fee contained in this contract.

5. The following is an update to Modification P00184 showing a summary of funding by ACRN through Modification P00185:

<u>ACRN</u>	<u>FUNDING</u>
AA	440,100.00
AB	2,298,235.00
AC	17,832,987.00
AD	0.00
AE	7,500,000.00
AF	3,300,000.00
AG	17,192,400.00
AH	700,000.00
AJ	200,000.00
AK	85,000.00
AL	45,000.00
AM	17,045,000.00
AN	5,800.00
AP	20,779,000.00
AQ	105,000.00

001705

AR	35,000.00
AS	0.00
AT	6,984,678.52
AU	7,970,000.00
AV	0.00
AW	100,000.00
AX	3,396,000.00
AY	550,000.00
AZ	19,412,000.00
BA	24,527,878.00
BB	146,000.00
BC	72,000.00
BD	85,000.00
BE	100,000.00
BF	100,000.00
BG	1,975,321.00
BH	38,018,908.00
BJ	8,023,110.00
BK	260,000.00
BL	0.00
BM	125,000.00
BN	103,000.00
BP	10,352,348.00
BU	350,000.00
BV	9,000.00
BW	84,896,852.00
BX	1,146,000.00
BY	3,880,000.00
BZ	190,000.00
KL	118,250.00
KM	192,793,000.00
KN	0.00
KQ	92,811.00
KR	0.00
KS	0.00
KT	386,377,998.00
KU	2,203,183.00
KV	65,000.00
KW	20,000.00
KX	60,000.00
KY	25,000.00
KZ	25,000.00
LA	13,508.00
LB	12,500.00
LC	200,000.00
LD	7,943,648.00
LE	1,173,850.00
LF	10,000.00
LG	62,000.00
LH	400,000.00

001706

LJ	7,476.00
LK	\$273,270,601.00
LL	\$173,798.00
LM	\$1,227,200.00
LN	\$1,095,845.00
LP	\$83,200.00
LQ	\$235,566.00
LR	\$125,000.00
LS	\$6,069,616.00
LT	\$530,377.00
LU	\$9,100,000.00
LV	\$1,957,265.00

6. The following is an update to Modification P00184 showing a summary of funding by CLIN by ACRN through Modification P00185:

<u>CLIN</u>	<u>ACRN</u>	<u>FUNDING AMT</u>	<u>CLIN TOTAL</u>
CLIN 0001	AA	440,100.00	
CLIN 0001	AD	0.00	
			<u>440,100.00</u>
CLIN 0003	AB	2,298,235.00	
CLIN 0003	AC	17,832,987.00	
CLIN 0003	AD	0.00	
CLIN 0003	AE	7,500,000.00	
CLIN 0003	AF	3,300,000.00	
CLIN 0003	AG	17,192,400.00	
CLIN 0003	AH	700,000.00	
CLIN 0003	AM	17,045,000.00	
CLIN 0003	AN	5,800.00	
CLIN 0003	AP	20,779,000.00	
CLIN 0003	AS	0.00	
CLIN 0003	AT	6,984,678.52	
CLIN 0003	AW	100,000.00	
CLIN 0003	AY	550,000.00	
			<u>94,288,100.52</u>
CLIN 0005	BA	24,527,878.00	
CLIN 0005	BB	146,000.00	
CLIN 0005	BC	72,000.00	
CLIN 0005	BD	85,000.00	
CLIN 0005	BE	100,000.00	
CLIN 0005	BF	100,000.00	
CLIN 0005	BG	1,975,321.00	
CLIN 0005	BH	38,018,908.00	
CLIN 0005	BL	0.00	
CLIN 0005	BZ	0.00	

001707

		<u>65,025,107.00</u>
CLIN 0007AA	BP	10,352,348.00
		<u>10,352,348.00</u>
CLIN 0009AA	AQ	45,106.00
CLIN 0009AA	AV	0.00
CLIN 0009AA	BK	256,545.00
CLIN 0009AA	BM	125,000.00
CLIN 0009AA	BN	21,315.00
		<u>447,966.00</u>
CLIN 0009AB	AJ	200,000.00
CLIN 0009AB	AK	85,000.00
CLIN 0009AB	AL	45,000.00
CLIN 0009AB	AQ	59,894.00
CLIN 0009AB	AR	35,000.00
CLIN 0009AB	BK	3,455.00
CLIN 0009AB	BN	81,685.00
CLIN 0009AB	BU	350,000.00
CLIN 0009AB	BV	9,000.00
		<u>869,034.00</u>
CLIN 0013	AU	7,970,000.00
CLIN 0013	AX	3,396,000.00
CLIN 0013	AY	0.00
CLIN 0013	AZ	19,412,000.00
CLIN 0013	BJ	8,023,110.00
		<u>38,801,110.00</u>
CLIN 0017	BW	0.00
CLIN 0017	KM	0.00
		<u>0.00</u>
CLIN 0017AA	BY	3,880,000.00
CLIN 0017AA	BX	1,146,000.00
CLIN 0017AA	BW	84,896,852.00
CLIN 0017AA	BZ	0.00
CLIN 0017AA	KM	192,793,000.00
CLIN 0017AA	KN	0.00
CLIN 0017AA	KQ	66,151.00
CLIN 0017AA	KS	0.00
CLIN 0017AA	KT	386,204,200.00
CLIN 0017AA	KU	2,203,183.00
CLIN 0017AA	KY	0.00
CLIN 0017AA	LC	200,000.00
CLIN 0017AA	LD	7,943,648.00

001708

CLIN 0017AA	LE	0.00	
CLIN 0017AA	LH	400,000.00	
CLIN 0017AA	LJ	7,476.00	
CLIN 0017AA	LK	273,270,601.00	
CLIN 0017AA	LQ	235,586.00	
CLIN 0017AA	LS	6,069,616.00	
CLIN 0017AA	LT	530,377.00	
CLIN 0017AA	LU	\$9,100,000.00	
<b>CLIN 0017AA</b>	<b>LV</b>	<b>\$1,957,265.00</b>	
			<u><b>970,903,935.00</b></u>
			<u><b>970,903,935.00</b></u>
			<u><b>970,903,935.00</b></u>
CLIN 0017AB	KL	118,250.00	
			<u>118,250.00</u>
CLIN 0017AC	BZ	190,000.00	
			<u>190,000.00</u>
CLIN 0017AD	KN	0.00	
CLIN 0017AD	KS	0.00	
			<u>0.00</u>
CLIN 0017AE	LL	173,798.00	
			173,798.00
CLIN 0017AH	KT	173,798.00	
			<u>173,798.00</u>
CLIN 0020AA	KN	0.00	
CLIN 0020AA	KQ	26,660.00	
			<u>26,660.00</u>
CLIN 0021AA	KW	0.00	
			<u>0.00</u>
CLIN 0021AB	KV	0.00	
CLIN 0021AB	LB	0.00	
CLIN 0021AB	KX	0.00	
CLIN 0021AB	KY	0.00	
			<u>0.00</u>
CLIN 0021AC	KZ	0.00	
CLIN 0021AC	LA	0.00	
			<u>0.00</u>

001709

CLIN 0022	KW	0.00	<u>0.00</u>
CLIN 0023	KX	60,000.00	
CLIN 0023	KY	25,000.00	
CLIN 0023	KV	65,000.00	
CLIN 0023	LB	12,500.00	
CLIN 0023	LF	10,000.00	
CLIN 0023	LR	\$125,000.00	
			<u>297,500.00</u>
CLIN 0024	LA	13,508.00	
CLIN 0024	LG	62,000.00	
CLIN 0024	KZ	25,000.00	
CLIN 0024	KW	20,000.00	
CLIN 0024	LP	83,200.00	
			<u>203,708.00</u>
CLIN 0025	LE	1,173,850.00	
CLIN 0025	LM	1,227,200.00	
			<u>2,401,050.00</u>
CLIN 0026	LN	1,095,845.00	
			<u>1,095,845.00</u>

(End of Summary of Changes)

001710

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

I. CONTRACTED CODE **V** PAGE OF PAGES **1** | **11**

AMENDMENT/MODIFICATION NO. **P00186** 3. EFFECTIVE DATE **15 MAY 09** 4. REQUISITION/PURCHASE REQ. NO. 5. PROJECT NO. (if applicable)

6. ISSUED BY CODE **WB113M** 7. ADMINISTERED BY (if other than item 6) CODE **S2205A**  
 [Redacted] (b)(6)  
 DCMA RAYTHEON  
 80 APPLE HILL DRIVE  
 MSB 123FC  
 TOWNSHIRE, MA 01888

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)  
 RAYTHEON COMPANY  
 300 LOWELL ST.  
 ANDOVER MA 01810-4400

9A. AMENDMENT OF SOLICITATION NO.  
 9B. DATED (SEE ITEM 11)  
 X 10A. MOD. OF CONTRACT/ORDER NO. **DABG20-06-C-0007**  
 10B. DATED (SEE ITEM 13)  
 X **30-Jan-1998**

CODE **05716** FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer  is extended,  is not extended.

Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:  
 (a) By completing Item 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. Any violation of this amendment you decide to change on an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter refers to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (if required)  
 See Schedule

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS  
 IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as change in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).

X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: **Changes Clause and FAR 52.232-22, "Limitation of Funds"**

D. OTHER (Specify type of modification and authority)

B. IMPORTANT: Contractor  is not,  is required to sign this document and return **1** copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
 Modification Control Number: [Redacted]  
 The purpose of this modification is to incrementally fund SubCL N0017AA in the not-to-exceed (NTE) amount of \$323,667 to continue the [Redacted]

(b)(6)  
 (b)(3)(A)(i)&Title  
 10 Sec 130 (a)(b)

15. NAME AND TITLE OF SIGNER (Type or print) 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) (b)(6)

16B. DATE SIGNED 16C. DATE SIGNED  
**5-15-09** **15 May 09**  
 (Signature of person authorized to sign) (Signature of Contracting Officer)

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

**SUMMARY OF CHANGES**

1. SECTION A - SOLICITATION/CONTRACT FORM

The total cost of this contract was increased by \$323,567.00 from \$1,661,693,671.00 to \$1,662,017,238.00.

The following have been added by full text:

PURPOSE

SUBCLIN 0017AA is hereby modified to provide funding in the not-to-exceed (NTE) amount of \$323,567 to continue with the [REDACTED]. The results of the trade study are due December 31, 2009. Total cost of the study shall not exceed a total amount of \$323,567.

(b)(3)(A)  
(i)&Title 10  
Sec 130 (a)(b)

The trade study shall address the following areas:

**Statement of Objectives:**

In FY08, the [REDACTED]

[REDACTED] The effort assessed both technical feasibility and provided suggested operational concepts that would be consistent and complementary (minimally disruptive) with already planned JLENS operational constructs. The Army JLENS study assessed:

- 1) For the [REDACTED]
  - a. [REDACTED]
  - b. [REDACTED]
  - c. [REDACTED]

(b)(3)(A)  
(i)&Title 10  
Sec 130 (a)(b)

- 2) For the Force Protection Mission Area, the study addressed
  - a. [REDACTED]

(b)(3)(A)  
(i)&Title 10 Sec  
130 (a)(b)

- 3) The study recommended key next steps for additional data collect and demonstrations.

**Taskings:**

1. Execute a tech development and demonstration project to demonstrate the [REDACTED] identified in referenced studies. The effort will initially focus on recording stimulant release and other applicable field data, and then re-process the data to [REDACTED]. Up to 3 data collection events will be planned during the 12 month period at [REDACTED] or other locations as may provide sufficient data to compare to analytic work previously conducted.

(b)(3)(A)  
(i)&Title 10  
Sec 130 (a)(b)

2. Create a demonstration plan to cover the sequence of planned activities from FY09 through FY11 that could be overlaid on already planned JLENS development activities with minimal or no disruption, yet would yield some initial data collections and demonstrated capability in support of the [REDACTED]

3. If applicable and results warrant, support a demonstration approach to the JLENS sensor to allow processing of real time sensor data to in support of [REDACTED]

(b)(3)(A)  
(i)&Title 10  
Sec 130 (a)(b)

001712

Fire Control Radar Study (9 Man Month Study)

- Continue study from 2008. Study performance of the sensor given different agent volumes (height extent of the cloud) (do not assume agent volume fills the radar beam)
- Continue waveform design to improve detection performance
- Continue signal processing filter design and detection algorithms
  - o Better antenna model
  - o Model oscillator noise and impact on clutter
- Study should include performance in current JLENS missions and performance in a [redacted] only (continuously searching a region and monitoring changes over time)

(b)(3)(A)  
(i)&Title  
10 Sec 130

Surveillance Radar Study (3 Man Month Study)

- Perform initial study to determine if the Surveillance Radar provides additional capability [redacted]

(a)(b)

Test/Demonstration Planning (5 Man Month Study)

- Planning for a demonstration with JLENS (possible [redacted] or other location where JLENS will be available) to include the following:
  - o Coordinate activities with current JLENS activities
  - o Design possible scenarios
  - o Study impact to current software (special SW builds?)
  - o Data collection
  - o Post mission analysis
  - o Estimate costs for such an event

(b)(3)(A)  
(i)&Title 10  
Sec 130 (a)(b)

CY09 Deliverables:

Support working group meetings with DTRA and Documentation (2 Man Months)

- Support working group technical meetings
- JLENS [redacted] in July 2009
- JLENS [redacted] in December 2009
- JLENS Final Report in December 2009

(b)(3)(A)(i)&Title 10  
Sec 130 (a)(b)

1) Short monthly project financial and performance status reports via e-mail

(b)(3)(A)

2) Quarterly project status reviews (telcon or hosted meetings, no more than one half day each)

(i)&Title 10

3) Demonstration Plan. Top level document (PPT package is acceptable) describing project plan of action. As part of this, includes a short, 5 minute Operational Concept Mockup/visualizations for demonstration capability in support of 1 [redacted] 2) long duration on-station counter [redacted]

Sec 130 (a)(b)

support. And also a Security Plan if required, which describes methods to ensure appropriate protection of JLENS information

(b)(3)(A)

4) Initial capability demonstration. Non real time, in-the-lab demonstration of performance using measured/recorded data re-processed for the two counter [redacted]

(i)&Title 10

Sec 130 (a)(b)

2. SECTION B - SUPPLIES OR SERVICES AND PRICES

SUBCLIN 0017AA

The target cost has increased by [redacted] from [redacted] to [redacted]

(b)(4)

The target profit/fee has increased by [redacted] from [redacted] to \$117,835,724.00.

The total cost of this line item has increased by [redacted] from [redacted] to \$1,438,529,274.00.

(b)(4)

This includes an increase in target cost of [redacted] cost and [redacted] of facilities capital cost of money) and an increase in target fee of [redacted] which is [redacted] % of target cost less facilities capital cost of money.

The following Section B clauses are hereby revised:

001713

**B-17. INCENTIVE FEE FOR SUBCLIN 0017AA/CLIN 0018 (SEE H-19):**

In accordance with FAR 52.216-7, entitled "Allowable Cost and Payments", and FAR 52.216-10, entitled "Incentive Fee", the total amount for reimbursement of cost and fee for performance under SubCLIN 0017AA/CLIN 0018 are set forth below:

Target Cost  
Target Fee

[REDACTED]

(b)(4)

Incentive Arrangement: Maximum Fee:  
Minimum Fee:

[REDACTED]

(Share Ratio: Government/Contractor)

Underrun: [REDACTED] for the amount by which the total allowable cost is less than the target cost until maximum fee is attained.

Overrun: [REDACTED] for the amount by which the total allowable cost exceeds the target cost until minimum fee is attained.

(b)(4)

FAR 52.216-10, INCENTIVE, paragraph (e)(1), is stated as follows:

(e) Fee Payable.

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

(b)(4)

**B-18. TARGET COST, TARGET FEE, MINIMUM INCENTIVE FEE, MAXIMUM INCENTIVE FEE, AND INCENTIVE ARRANGEMENT FOR SUBCLIN 0017AA/CLIN 0018:**

SUBCLIN 0017AA - (Two SDD JLENS Systems)

- a. Target cost: [REDACTED]
- b. Target fee: [REDACTED]
- c. Minimum incentive fee: [REDACTED]
- d. Maximum incentive fee: [REDACTED]
- e. Total target cost and target fee: \$1,438,529,274

(b)(4)

**3. SECTION G - CONTRACT ADMINISTRATION DATA**

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by \$323,567.00 from \$1,185,808,309.52 to \$1,186,131,876.52.

001714

SUBCLIN 0017AA:

LW: 21 9 2040 5L 5L68 P172419E555L 255Y 4M9J7CUST01 S01021 4M9J7CUST01/94MCB1/4M5 was increased by \$255,567.00 from \$0.00 to \$255,567.00  
The contract ACRN LW has been added.

LX: 21 9 2040 5L 5L68 P172419E555L 255Y 4M9J7CUST02 S01021 4M9J7CUST02/94MCB2/4M5 was increased by \$68,000.00 from \$0.00 to \$68,000.00  
The contract ACRN LX has been added.

Target Cost, Target Fee, and Total for the above increase of \$323,567 is distributed as follows and includes a increase in target cost of [REDACTED] of cost and [REDACTED] facilities capital cost of money) and a increase in target incentive fee of [REDACTED] which is [REDACTED] of target cost less facilities capital cost of money.

(b)(4)

Target Cost	[REDACTED]
Target Fee	[REDACTED]
Total	\$323,567

IMPLEMENTATION OF AND EXPLANATION OF THE RELATIONSHIP OF THE LIMITATION OF FUNDS (LOF) CLAUSE TO FEE OBLIGATIONS, subparagraph c., is revised to read as follows:

SUBCLIN 0017AA :

	PRIOR	THIS MODIFICATION	CUMULATIVE TOTAL*
(1) Amount Required for Full Funding, Including Fee:	\$ 1,438,205,707	\$323,567	\$ 1,438,529,274
(2) Amount Allotted Under the LOF Clause for Payment of Costs:	[REDACTED]	[REDACTED]	[REDACTED]
(3) Amount Separately Obligated for Payment of Fee:	[REDACTED]	[REDACTED]	[REDACTED]
(4) Total Amount Allotted and Obligated:	\$ 970,903,935	\$323,567	\$ 971,227,502
(5) Net Amount Required for Full Funding	\$ 467,301,772	\$ 0	\$ 467,301,772

(b)(4)

\* These figures take into consideration the negotiated total value of SubCLIN 0017AA (This does not include SubCLIN 17AH)

4. SECTION H – SPECIAL CONTRACT REQUIREMENTS is changed as follows:

Paragraph H-19, INCENTIVE FEE STRUCTURE AND PAYMENT FOR CLIN 0017, SYSTEM DEVELOPMENT AND DEMONSTRATION (SDD), subparagraphs a. and b., are revised as follows:

a. General.

SubCLIN 0017AA, System Development and Demonstration (SDD), is a cost-plus-incentive-fee (CPIF) Line Item with cost and schedule incentives as described below. Paragraph H-19(b) applies only to the Cost Incentive and Paragraph H-19(c) applies only to the Schedule Incentive. The contract price amount of \$1,438,529,274 includes a target cost of [REDACTED] which includes [REDACTED] of cost and [REDACTED] facilities capital cost of money) and a target incentive fee of [REDACTED] which is [REDACTED] of target cost less facilities capital cost of money.

(b)(4)

b. Cost Incentive.

(1) The target fee payable under SubCLIN 0017AA is [REDACTED] of the target cost less facilities capital cost of money [REDACTED] an amount equal to [REDACTED]

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- (2) The maximum fee payable under SubCLIN 0017AA is [REDACTED] of the target cost less facilities capital cost of money [REDACTED] an amount equal to [REDACTED]
- (3) The minimum fee payable under SubCLIN 0017AA is [REDACTED] of the target cost less facilities capital cost of money [REDACTED] an amount equal to [REDACTED]
- (4) Fee will be adjusted for actual cost that is less than or more than the target cost stated above using a share ratio of [REDACTED] Government / [REDACTED] Contractor for actual costs less than the target cost, and a ratio of [REDACTED] Government / [REDACTED] Contractor for actual costs greater than the target cost range applied according to Paragraph H-19(c)(1). (b)(4)
- (5) Nothing stated in this clause shall take precedence over the clause 52.216-10 - Incentive Fee contained in this contract.

5. The following is an update to Modification P00185 showing a summary of funding by ACRN through Modification P00186:

<u>ACRN</u>	<u>FUNDING</u>
AA	440,100.00
AB	2,298,235.00
AC	17,832,987.00
AD	0.00
AE	7,500,000.00
AF	3,300,000.00
AG	17,192,400.00
AH	700,000.00
AJ	200,000.00
AK	85,000.00
AL	45,000.00
AM	17,045,000.00
AN	5,800.00
AP	20,779,000.00
AQ	105,000.00
AR	35,000.00
AS	0.00
AT	6,984,678.52
AU	7,970,000.00
AV	0.00
AW	100,000.00
AX	3,396,000.00
AY	550,000.00
AZ	19,412,000.00
BA	24,527,878.00
BB	146,000.00
BC	72,000.00
BD	85,000.00
BE	100,000.00
BF	100,000.00
BG	1,975,321.00
BH	38,018,908.00

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BJ	8,023,110.00
BK	260,000.00
BL	0.00
BM	125,000.00
BN	103,000.00
BP	10,352,348.00
BU	350,000.00
BV	9,000.00
BW	84,896,852.00
BX	1,146,000.00
BY	3,880,000.00
BZ	190,000.00
KL	118,250.00
KM	192,793,000.00
KN	0.00
KQ	92,811.00
KR	0.00
KS	0.00
KT	386,377,998.00
KU	2,203,183.00
KV	65,000.00
KW	20,000.00
KX	60,000.00
KY	25,000.00
KZ	25,000.00
LA	13,508.00
LB	12,500.00
LC	200,000.00
LD	7,943,648.00
LE	1,173,850.00
LF	10,000.00
LG	62,000.00
LH	400,000.00
LJ	7,476.00
LK	\$273,270,601.00
LL	\$173,798.00
LM	\$1,227,200.00
LN	\$1,095,845.00
LP	\$83,200.00
LQ	\$235,566.00
LR	\$125,000.00
LS	\$6,069,616.00
LT	\$530,377.00
LU	\$9,100,000.00
LV	\$1,957,265.00
LW	\$255,567.00
LX	\$68,000.00

6. The following is an update to Modification P00185 showing a summary of funding by CLIN by ACRN through

001717

Modification P00186:

<u>CLIN</u>	<u>ACRN</u>	<u>FUNDING AMT</u>	<u>CLIN TOTAL</u>
CLIN 0001	AA	440,100.00	
CLIN 0001	AD	0.00	
			<u>440,100.00</u>
CLIN 0003	AB	2,298,235.00	
CLIN 0003	AC	17,832,987.00	
CLIN 0003	AD	0.00	
CLIN 0003	AE	7,500,000.00	
CLIN 0003	AF	3,300,000.00	
CLIN 0003	AG	17,192,400.00	
CLIN 0003	AH	700,000.00	
CLIN 0003	AM	17,045,000.00	
CLIN 0003	AN	5,800.00	
CLIN 0003	AP	20,779,000.00	
CLIN 0003	AS	0.00	
CLIN 0003	AT	6,984,678.52	
CLIN 0003	AW	100,000.00	
CLIN 0003	AY	550,000.00	
			<u>94,288,100.52</u>
CLIN 0005	BA	24,527,878.00	
CLIN 0005	BB	146,000.00	
CLIN 0005	BC	72,000.00	
CLIN 0005	BD	85,000.00	
CLIN 0005	BE	100,000.00	
CLIN 0005	BF	100,000.00	
CLIN 0005	BG	1,975,321.00	
CLIN 0005	BH	38,018,908.00	
CLIN 0005	BL	0.00	
CLIN 0005	BZ	0.00	
			<u>65,025,107.00</u>
CLIN 0007AA	BP	10,352,348.00	
			<u>10,352,348.00</u>
CLIN 0009AA	AQ	45,106.00	
CLIN 0009AA	AV	0.00	
CLIN 0009AA	BK	258,545.00	
CLIN 0009AA	BM	125,000.00	
CLIN 0009AA	BN	21,315.00	
			<u>447,966.00</u>
CLIN 0009AB	AJ	200,000.00	

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CLIN 0009AB	AK	85,000.00	
CLIN 0009AB	AL	45,000.00	
CLIN 0009AB	AQ	59,894.00	
CLIN 0009AB	AR	35,000.00	
CLIN 0009AB	BK	3,455.00	
CLIN 0009AB	BN	81,685.00	
CLIN 0009AB	BU	350,000.00	
CLIN 0009AB	BV	9,000.00	
			<u>869,034.00</u>
CLIN 0013	AU	7,970,000.00	
CLIN 0013	AX	3,396,000.00	
CLIN 0013	AY	0.00	
CLIN 0013	AZ	19,412,000.00	
CLIN 0013	BJ	8,023,110.00	
			<u>38,801,110.00</u>
CLIN 0017	BW	0.00	
CLIN 0017	KM	0.00	
			<u>0.00</u>
CLIN 0017AA	BY	3,880,000.00	
CLIN 0017AA	BX	1,146,000.00	
CLIN 0017AA	BW	84,896,852.00	
CLIN 0017AA	BZ	0.00	
CLIN 0017AA	KM	192,793,000.00	
CLIN 0017AA	KN	0.00	
CLIN 0017AA	KQ	66,151.00	
CLIN 0017AA	KS	0.00	
CLIN 0017AA	KT	386,204,200.00	
CLIN 0017AA	KU	2,203,183.00	
CLIN 0017AA	KY	0.00	
CLIN 0017AA	LC	200,000.00	
CLIN 0017AA	LD	7,943,648.00	
CLIN 0017AA	LE	0.00	
CLIN 0017AA	LH	400,000.00	
CLIN 0017AA	LJ	7,476.00	
CLIN 0017AA	LK	273,270,601.00	
CLIN 0017AA	LQ	235,566.00	
CLIN 0017AA	LS	6,069,616.00	
CLIN 0017AA	LT	530,377.00	
CLIN 0017AA	LU	\$9,100,000.00	
CLIN 0017AA	LV	\$1,957,265.00	
CLIN 0017AA	LW	\$255,567.00	
CLIN 0017AA	LX	\$68,000.00	
			<u>971,227,502.00</u>

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CLIN 0017AB	KL	118,250.00	<u>118,250.00</u>
CLIN 0017AC	BZ	190,000.00	<u>190,000.00</u>
CLIN 0017AD	KN	0.00	
CLIN 0017AD	KS	0.00	<u>0.00</u>
CLIN 0017AE	LL	173,798.00	<u>173,798.00</u>
CLIN 0017AH	KT	173,798.00	<u>173,798.00</u>
CLIN 0020AA	KN	0.00	
CLIN 0020AA	KQ	26,660.00	<u>26,660.00</u>
CLIN 0021AA	KW	0.00	<u>0.00</u>
CLIN 0021AB	KV	0.00	
CLIN 0021AB	LB	0.00	
CLIN 0021AB	KX	0.00	
CLIN 0021AB	KY	0.00	<u>0.00</u>
CLIN 0021AC	KZ	0.00	
CLIN 0021AC	LA	0.00	<u>0.00</u>
CLIN 0022	KW	0.00	<u>0.00</u>
CLIN 0023	KX	60,000.00	
CLIN 0023	KY	25,000.00	
CLIN 0023	KV	65,000.00	
CLIN 0023	LB	12,500.00	
CLIN 0023	LF	10,000.00	
CLIN 0023	LR	\$125,000.00	<u>297,500.00</u>

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CLIN 0024	LA	13,508.00	
CLIN 0024	LG	62,000.00	
CLIN 0024	KZ	25,000.00	
CLIN 0024	KW	20,000.00	
CLIN 0024	LP	83,200.00	
			<u>203,708.00</u>
CLIN 0025	LE	1,173,850.00	
CLIN 0025	LM	1,227,200.00	
			<u>2,401,050.00</u>
CLIN 0026	LN	1,095,845.00	
			<u>1,095,845.00</u>

(End of Summary of Changes)

001721

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE	PAGE OF PAGES
				V	1   10
A. AMENDMENT/MODIFICATION NO. J187		3. EFFECTIVE DATE 01-Jun-2009	4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (if applicable)
6. ISSUED BY USASDC/ASSTRAT HUNTSVILLE AL 35897-0001 <b>(b)(6)</b>		CODES W8113M	7. ADMINISTERED BY (if other than item 6) DCMA RAYTHEON 50 APPLE HILL DRIVE MSTFR2 TEAKSBURY MA 01878		CODE S2205A
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) RAYTHEON COMPANY 350 LOWELL ST. ANDOVER MA 01810-4400				9A. AMENDMENT OF SOLICITATION NO.	
				9B. DATED (SEE ITEM 11)	
				X 10A. MOD. OF CONTRACT/ORDER NO. DASG80-98-C-0001	
				X 10B. DATED (SEE ITEM 13) 30-Jan-1998	
CODE 05716		FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA (if required)					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).					
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:					
X D. OTHER (Specify type of modification and authority) UNILATERAL: FAR 52.243-2, Changes					
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: <b>(b)(6)</b> To revise the DD Form 254, Contract Security Classification Specification; to revise the Statement of Work (SOW) and Contract Data Requirements List (CDRL) associated with CLIN 0017AA, JLENS System Development and Demonstration (SDD) Program; to extend the period of performance for CLIN 0017AA to 30 Sep 2013. No additional funding is provided.					
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.					
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)		
			<b>(b)(6)</b>		
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED	16B. UNITED STATES OF AMERICA		16C. DATE SIGNED
(Signature of person authorized to sign)			<b>(b)(6)</b>		01-Jun-2009 <b>(b)(6)</b>
				(Signature of Contracting Officer)	

EXCEPTION TO SF 30

70 105 04

STANDARD FORM 30 (Rev. 10-87)

001722

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

1. SECTION A - SOLICITATION/CONTRACT FORM

The total cost of this contract was increased by \$149,926,212.00 from \$1,662,017,238.00 to \$1,811,943,450.00.

2. SECTION B - SUPPLIES OR SERVICES AND PRICES

SUBCLIN 0017AA

The target cost has increased by [REDACTED] from [REDACTED] to [REDACTED] (b)(4)

The target profit/fee has increased by [REDACTED] from [REDACTED] to [REDACTED]

The total cost of this line item has increased by \$149,926,212.00 from \$1,438,529,274.00 to \$1,588,455,486.00.

This includes an increase in target cost of [REDACTED] of cost and [REDACTED] of facilities capital cost of money) and an increase in target fee of [REDACTED] which is [REDACTED] of target cost less facilities capital cost of money. (b)(4)

The following Section B clauses are hereby revised:

**B-1. LINE ITEM DESCRIPTION:** In accordance with this contract, the contractor, independently and not as an agent of the Government, shall provide all necessary materials, labor, equipment, and facilities, except as specified herein to be furnished by the Government, and shall do all that which is necessary or incident to the satisfactory and timely performance of the following Contract Line Item Number (CLIN):

<u>CLIN</u>	<u>SUPPLIES OR SERVICES</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>AMOUNT</u>
-------------	-----------------------------	-----------------	-------------	---------------

BASIC (SEGMENT 1)

0017	JLENS SDD Program Effort in accordance with Statement of Work entitled "Joint Land Attack Cruise Missile Defense Elevated Netted Sensor System (JLENS) System Development and Demonstration (SDD) Program", SW-JLENS-SDD-2006, 30 November 2006, revised 06 April 2009, incorporated herein and attached as set forth in Section J hereof.			
------	---	--	--	--

0017AA	SDD JLENS System Design, development, procurement, fabrication, integration, testing, and delivery of two (2) SDD JLENS Systems			\$1,588,455,486
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0017AB	JLENS SDD Systems Studies/Exercises To provide funding for [REDACTED]			\$118,250 (b)(3)(A) (i)&Title 10 Sec 130 (a)(b)
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001723

<u>CLIN</u>	<u>SUPPLIES OR SERVICES</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>AMOUNT</u>
	[REDACTED]			(b)(3)(A)(i)&Title 10 Sec 130 (a)(b)
	JLENS SDD Systems Studies/Exercises To provide funding for JLENS Support to [REDACTED]			\$190,000
0017AC	[REDACTED]			(b)(3)(A)(i)&Title 10 Sec 130 (a)(b)
0018	Contract Data Requirements List (CDRLs), DD Form 1423, Exhibit A, consisting of Exhibit Line Item Nos. B001 and B014, dated 07 May 09, and B002 through B062 (less B014), dated 20 Mar 09, incorporated herein and attached by reference as set forth in Section J hereof.	1	Lot	Not Separately Priced
	OPTION 6			
0019	5 <sup>TH</sup> Aerostat Platform Effort in accordance with Statement of Work entitled "Joint Land Attack Cruise Missile Defense Elevated Netted Sensor System (JLENS) System Development and Demonstration (SDD) Program" incorporated herein and attached as set forth in Section J hereof.			
0019AA	5 <sup>th</sup> Aerostat Platform	See B-20		\$22,195,610

**B-17. INCENTIVE FEE FOR SUBCLIN 0017AA/CLIN 0018 (SEE H-19):**

In accordance with FAR 52.216-7, entitled "Allowable Cost and Payments", and FAR 52.216-10, entitled "Incentive Fee", the total amount for reimbursement of cost and fee for performance under SubCLIN 0017AA/CLIN 0018 are set forth below:

Target Cost [REDACTED]  
Target Fee [REDACTED]

Incentive Arrangement: Maximum Fee: [REDACTED]  
Minimum Fee: [REDACTED]

(Share Ratio: Government/Contractor)

Underrun: [REDACTED] or the amount by which the total allowable cost is less than the target cost until maximum fee is attained.

Overrun: [REDACTED] or the amount by which the total allowable cost exceeds the target cost until minimum fee is attained.

(b)(4)

(b)(4)

FAR 52.216-10, INCENTIVE, paragraph (e)(1), is stated as follows:

(e) Fee Payable.

001724

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

(b)(4)

B-18. TARGET COST, TARGET FEE, MINIMUM INCENTIVE FEE, MAXIMUM INCENTIVE FEE, AND INCENTIVE ARRANGEMENT FOR SUBCLIN 0017AA/CLIN 0018:

SUBCLIN 0017AA – (Two SDD JLENS Systems)

- a. Target cost: [redacted]
- b. Target fee: [redacted]
- c. Minimum incentive fee: [redacted]
- d. Maximum incentive fee: [redacted]
- e. Total target cost and target fee: **\$1,588,455,486**

(b)(4)

3. SECTION F – DELIVERIES OR PERFORMANCE is changed as follows:

a. Paragraph F-1, COMPLETION OF REQUIREMENT, is revised as follows:

2. The contractor shall complete the task required by SubCLIN 0017AA and complete delivery of all data and reports required by CLIN 0018 by 30 SEP 2013.

b. Paragraph F-5, MILESTONE EVENTS AND PERFORMANCE PERIOD:

MILESTONE EVENT	TIME PERIOD
<u>CLIN 0017</u>	
Orbit SRR	First Quarter FY07
Orbit SFRR	First Quarter FY07
Orbit SFR	Second Quarter FY07
Platform PDRR	Second Quarter FY07
FCR PDRR/CDRR	Third Quarter FY07
SuR PDRR	First Quarter FY08
Processing Station & CP PDRR	First Quarter FY08
Platform CDRR	Second Quarter FY08
Orbit PDR	Second Quarter FY08
SuR CDRR	Fourth Quarter FY08

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Processing Station & CP CDRR	Fourth Quarter FY08
Orbit CDR	Second Quarter FY09
Fire Control System Ground TRR	Fourth Quarter FY10
SuR System Ground TRR	Fourth Quarter FY10
<b>System Capability Review #1</b>	<b>First Quarter FY11</b>
Orbit #1 Elevated Test Complete	First Quarter FY11
Production Readiness Review	First Quarter FY11
<b>System Capability Review #2</b>	<b>Third Quarter FY11</b>
Orbit #2 Elevated Test Complete	Third Quarter FY11
Elevated Test Report	Third Quarter FY11
Limited User Test (LUT) TRR	Third Quarter FY11
<b>CPG SW (CID, TBM, SMTI, LCR) Build 4 Demo</b>	<b>Third Quarter FY11</b>
<b>LUT</b>	<b>Fourth Quarter FY11</b>
<b>System Capability Review #3</b>	<b>First Quarter FY12</b>
<b>Logistics Demo #1</b>	<b>First Quarter FY12</b>
<b>Milestone C (Information Only)</b>	<b>Second Quarter FY12</b>
<b>Product Qualification Test (PQT)</b>	<b>Second Quarter FY12</b>
<b>Logistics Demo #2</b>	<b>Third Quarter FY12</b>
<b>First Unit Equipped (FUE) (Information Only)</b>	<b>Fourth Quarter FY12</b>
<b>Orbit #1 DD250</b>	<b>First Quarter FY12</b>
<b>Orbit #2 DD250</b>	<b>First Quarter FY13</b>
<b>End of Contract (Information Only)</b>	<b>Fourth Quarter FY13</b>

4. SECTION G - CONTRACT ADMINISTRATION DATA

IMPLEMENTATION OF AND EXPLANATION OF THE RELATIONSHIP OF THE LIMITATION OF FUNDS (LOF) CLAUSE TO FEE OBLIGATIONS, subparagraph c., is revised to read as follows:

SUBCLIN 0017AA :			
	<u>PRIOR</u>	<u>THIS</u> <u>MODIFICATION</u>	<u>CUMULATIVE</u> <u>TOTAL*</u>
(1) Amount Required for Full Funding, Including Fee:	\$ 1,438,529,274	\$149,926,212	\$ 1,588,455,486

001726

(2) Amount Allotted Under the LOF Clause for Payment of Costs:	[REDACTED]	[REDACTED]	[REDACTED]
(3) Amount Separately Obligated for Payment of Fee:	[REDACTED]	[REDACTED]	[REDACTED]
(4) Total Amount Allotted and Obligated:	\$ 971,227,502	\$ 0	\$ 971,227,502
(5) Net Amount Required for Full Funding	\$ 467,301,772	\$149,926,212	\$ 617,227,984

(b)(4)

\* These figures take into consideration the negotiated total value of SubCLIN 0017AA (This does not include SubCLIN 17AH)

5. SECTION H – SPECIAL CONTRACT REQUIREMENTS is changed as follows:

Paragraph H-19, INCENTIVE FEE STRUCTURE AND PAYMENT FOR CLIN 0017, SYSTEM DEVELOPMENT AND DEMONSTRATION (SDD), subparagraphs a. and b., are revised as follows:

a. General.

SubCLIN 0017AA, System Development and Demonstration (SDD), is a cost-plus-incentive-fee (CPIF) Line Item with cost and schedule incentives as described below. Paragraph H-19(b) applies only to the Cost Incentive and Paragraph H-19(c) applies only to the Schedule Incentive. The contract price amount of \$1,588,455,486 includes a target cost of [REDACTED] which includes [REDACTED] of cost and [REDACTED] of facilities capital cost of money) and a target incentive fee of [REDACTED] which is [REDACTED] of target cost less facilities capital cost of money.

(b)(4)

b. Cost Incentive.

- (1) The target fee payable under SubCLIN 0017AA is [REDACTED] of the target cost less facilities capital cost of money [REDACTED] an amount equal to [REDACTED]
- (2) The maximum fee payable under SubCLIN 0017AA is [REDACTED] of the target cost less facilities capital cost of money [REDACTED] an amount equal to [REDACTED]
- (3) The minimum fee payable under SubCLIN 0017AA is [REDACTED] of the target cost less facilities capital cost of money [REDACTED] an amount equal to [REDACTED]
- (4) Fee will be adjusted for actual cost that is less than or more than the target cost stated above using a share ratio of [REDACTED] Government / [REDACTED] contractor for actual costs less than the target cost, and a ratio of [REDACTED] Government / [REDACTED] contractor for actual costs greater than the target cost range applied according to Paragraph H-19(c)(1).
- (5) Nothing stated in this clause shall take precedence over the clause 52.216-10 - Incentive Fee contained in this contract.

(b)(4)

c. Schedule Incentive.

(1) A maximum [REDACTED] "flat zone" will be established at the target cost value of [REDACTED] with the conduct of milestones below. The "flat zone" over which the contractor will earn target fee is for eligible costs from [REDACTED] [REDACTED] since the program milestones set forth below are conducted.

(b)(4)

(a) [REDACTED] of the maximum benefit of the "flat zone", earned by the conduct of the SDD System Functional Review NLT 2nd Quarter, Fiscal Year 2007. (It is hereby acknowledged by the government that Raytheon completed the requirement for this flat zone and earned the "Flat Zone" schedule incentive of [REDACTED] Final determination of incentive fee payment utilizing the "Flat Zone" amount will be made at the conclusion of the contract. Reference letter, dated 5 March 2007 from [REDACTED]

(b)(4)

(b)(6)

001727

(b) [redacted] of the maximum benefit of the "flat zone", earned by the conduct of SDD Orbit Critical Design Review NLT 2nd Quarter, Fiscal Year 2009. (It is hereby acknowledged by the government that Raytheon completed the requirement for this flat zone and earned the "Flat Zone" schedule incentive of [redacted] Final determination of incentive fee payment utilizing the "Flat Zone" amount will be made at the conclusion of the contract. Reference letter, dated 12 January 2009, from [redacted] (b)(4)  
(b)(4)  
(b)(6)

(2) An additional schedule incentive fee pool of [redacted] (maximum) is established and will be awarded to the contractor for conducting Test Readiness Review to allow for the Limited User Test Effort according to the schedule below: (b)(4)

(a) [redacted] of the schedule fee pool, an amount of [redacted] will be awarded to the contractor if the contractor conducts the Test Readiness Review for the Limited User Test NLT 31 March 2011. (b)(4)

(b) [redacted] of the schedule fee pool, an amount of [redacted] will be awarded to the contractor if the contractor conducts the Test Readiness Review for the Limited User Test NLT 28 February 2011. (b)(4)

(c) [redacted] of the schedule fee pool, an amount of [redacted] will be awarded to the contractor if the contractor conducts the Test Readiness Review for the Limited User Test NLT 31 January 2011. (b)(4)

(d) [redacted] of the schedule fee pool, an amount of [redacted] will be awarded to the contractor if the contractor conducts the Test Readiness Review for the Limited User Test NLT 31 December 2010. (b)(4)

(e) If the contractor conducts the Test Readiness Review for the Limited User Test on or after 01 April 2011, the contractor is not entitled to any of the schedule fee incentive pool.

(f) If the contractor achieves an early milestone as listed in (a) through (d), the contractor shall submit a letter to the government Contracting Officer notifying him/her of the completion of the milestone and the claim for the incentive fee.

(3) For Earned Value and cost reporting purposes, the target cost value of [redacted] will be used. (b)(4)

(4) If schedule incentive fee listed above is earned, the additional contract value will be added to the total value of this contract at the time the incentive is earned.

d. Changes issued under FAR 52.243-2, Changes - Cost Reimbursement

In the event of a change issued under FAR 52.243-2, Changes - Cost Reimbursement, it is agreed that changes to the performance and schedule incentive may be considered a part of the equitable adjustment. In the event that any Options to CLIN 0017 are added and exercised, the incentive fee for cost and schedule/performance applicable to the Option will be incorporated in accordance with the incentive fee structure of this provision.

6. SECTION J - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

The following have been modified:

<u>TITLE</u>	<u>DATE</u>	<u># OF PAGES</u>
Contract Security Classification Specification (DD Form 254), Revision 11 (Added per Modification P00187) (DD Form 254 mailed via US Postal Service)	14 May 2009	11
JLENS Software Source Code Specifically Negotiated License, 04 Sep 08		8

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License Number JLENS-SWLA-01  
(Added per Modification P00166)

CLIN 0017:

JLENS System Development and Demonstration (SDD) Program Statement of Work (Revised by Incorporating CSDR Plans dated 20 Febr 2007 in Appendix C per Modification P00136) 30 Nov 06 - 37  
Revised 20 Feb 07

**JLENS System Development and Demonstration (SDD) Program Statement of Work (Added per Modification P00187) Revised 06 Apr 09 38**



March 08 1 (b)(3)(A)(i)&Title  
10 Sec 130 (a)(b)

Contract Data Requirements List (DD Form 1423) Exhibit A with Distribution List & Data Item Nos. B001 through B062 01 Dec 06 63  
(Replace Data Item Nos. B026 and B027, only Per Modification P00136) Revised 05 Apr 07  
(Replace Data Item Nos. B048 and B049, only Per Modification P00143 & to add statement in Section A of Modification P00143) Revised 24 Oct 07  
(Replace Data Item No. B033 only, per Modification P00161) Revised 11 Jul 08 1

**Contract Data Requirements List (DD Form 1423) Exhibit A, Data Item Nos. B001 and B014 (Added per Modification P00187) Revised 07 May 09 2**

**Contract Data Requirements List (DD Form 1423) Exhibit A, Data Item Nos. B002 through B062 (less B014 ) (Added per Modification P00187) Revised 20 Mar 09 60**

\*Added statement below to address weekends/Holidays: 24 October 07  
(In Mod P00143)

\*Per a mutual agreement between Raytheon and JLENS Product Office all Contract Data Requirements List (CDRL's) (DD Form 1423) are due on the next business day after the required due date if the due date falls on Saturday, Sunday or a Government Holiday. In addition, for any CDRL with a requirement to resubmit within 10 days or less after receipt of comments, where Raytheon receives the comments on a Friday, the timeframe for resubmittal will begin on the next business day. Statement added in Mod P00143 on 24 Oct. 2007.

GFE/GFP/GFS List for SDD 28 Nov 06 2  
Replaced with Rev. B List 15 Oct 07 6  
\*\*Add items below Revised 22 Oct 07  
For record-keeping purposes  
(Per Mod P00143)  
Replaced with Revision C List 09 Mar 09 12  
(Per Modification P00183)

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\*\*Per the [redacted] Raytheon is authorized rent free use on a non-interference use of the equipment listed below for utilization on JLENS Fire Control Radar Prime Contract DASG60-98-C-0001 for the period from 19 April 2007 through 30 September 2011.

(b)(3)(A)  
(i)&Title 10  
Sec 130 (a)(b)

[redacted]

(b)(3)(A)  
(i)&Title  
10 Sec 130  
(a)(b)

[redacted]

[redacted]

(b)(3)(A)  
(i)&Title  
10 Sec  
130 (a)(b)

Hereby added in Mod P00148 for tracking purposes:

Originated in Basic Contract:

Government Furnished Equipment - Spiral 1

20 Jun 03 1 List

(Spiral 1 Equipment Transferred to Government

25 Mar 07\* 34 pages

Contract DASG60-00-C-0091, DD Form 1149 (attached)

(Revised 21 Nov 07)\* 34 pages

Gov't Technical POC: [redacted]

(b)(6)

Ship to address:

[redacted]

(b)(3)(A)  
(i)&Title 10  
Sec 130 (a)(b)

\*NOTE: Items 1-1060 transferred to Contract DASG60-00-C-0091 per revised GFE list dated 21 Nov 07. Items 1061 - 1116 GFE items retained on Contract DASG60-98-C-0001 for Spiral 2 per GFE list dated 25 Mar 07.

JLENS Performance Specification, MIS-PRF-55628,  
Revision A

27 Jun 08

136

(Added by reference per Modification P00168)

Annex A to the JLENS Performance Specification,  
MIS-PRF-55628, Revision A

27 Jun 08

10

(Added by reference per Modification P00168)

CLIN 0021

JLENS Simulation Support

28 January 2008

2 pages

SOW dated 28 January 2008

Simulation Support Tasks

(Added per Mod P00153)

(b)(3)(A)  
(i)&Title 10  
Sec 130 (a)(b)

CLIN 0025

JLENS Integrated Fire Control Demonstration Program

14 Jan 08

3

Statement of Work, Revision 3

(Added per Modification P00165)

001730

JLENS Integrated Fire Control Demonstration Program Program and Technical Clarification Description, incorporated herein by reference (Added per Modification P00165)	25 Jul 08	17
Contract Data Requirements List (DD Form 1423) Exhibit B, Data Items Nos. B001 through B004, with Data Item Descriptions (Added per Modification P00165)	16 Oct 07	19

(End of Summary of Changes)

001731

**CONTRACT SECURITY CLASSIFICATION SPECIFICATION**

(The requirements of the DoD Industrial Security Manual apply to all security aspects of this effort.)

a. FACILITY CLEARANCE REQUIRED [Redacted] (b)(7)(E)  
 b. LEVEL OF SAFEGUARDING REQUIRED [Redacted] (b)(7)(E)

**THIS SPECIFICATION IS FOR:** (x and complete as applicable)

**3. THIS SPECIFICATION IS:** (x and complete as applicable)

<input checked="" type="checkbox"/> a. PRIME CONTRACT NUMBER <b>DASG60-98-C-0001</b>	<input type="checkbox"/> a. ORIGINAL (Complete date in all cases) DATE (YYMMDD) <b>19980113</b>
<input type="checkbox"/> b. SUBCONTRACT NUMBER	<input checked="" type="checkbox"/> b. REVISED (Supersedes all previous specs) Revision No. <b>11</b> DATE (YYMMDD) <b>20090514</b>
<input type="checkbox"/> c. SOLICITATION OR OTHER NUMBER DUE DATE (YYMMDD)	<input type="checkbox"/> c. FINAL (Complete Item 5 in all cases) DATE (YYMMDD)

4. THIS IS A FOLLOW-ON CONTRACT?  YES  NO. If Yes, complete the following:  
 Classified material received or generated under \_\_\_\_\_ (Preceding Contract Number) is transferred to this follow-on contract.

5. IS THIS A FINAL DD FORM 254?  YES  NO. If Yes, complete the following:  
 In response to the contractor's request dated \_\_\_\_\_, retention of the identified classified material is authorized for the period of \_\_\_\_\_

**6. CONTRACTOR** (Include Commercial and Government Entity (CAGE) Code)

a. NAME, ADDRESS, AND ZIP CODE Raytheon Company Integrated Defense Systems 350 Lowell Street Andover, MA 01810-4400	b. CAGE CODE <b>05716</b>	c. COGNIZANT SECURITY OFFICE (Name, Address, and Zip Code) Defense Security Service 187 Ballardvale Street Suite B-205 Wilmington MA 01887-1062
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**7. SUBCONTRACTOR**

a. NAME, ADDRESS, AND ZIP CODE	b. CAGE CODE	c. COGNIZANT SECURITY OFFICE (Name, Address, and Zip code)

**8. ACTUAL PERFORMANCE**

a. LOCATION as Block 6a and secondary Test Sites as directed by the JLENS Product Office	b. CAGE CODE	c. COGNIZANT SECURITY OFFICE (Name, Address, and Zip Code)

**9. GENERAL IDENTIFICATION OF THIS PROCUREMENT**  
 System Development and Demonstration (SDD) for the Joint Land Attack Cruise Missile Defense Elevated Netted Sensor (JLENS) Systems Product Office.

<b>10. THIS CONTRACT WILL REQUIRE ACCESS TO:</b>	<b>11. IN PERFORMING THIS CONTRACT, THE CONTRACTOR WILL:</b>
a. COMMUNICATIONS SECURITY (COMSEC) INFORMATION	a. HAVE ACCESS TO CLASSIFIED INFORMATION ONLY AT ANOTHER CONTRACTOR'S FACILITY OR A GOVERNMENT ACTIVITY
b. RESTRICTED DATA	b. RECEIVE CLASSIFIED DOCUMENTS ONLY
c. CRITICAL NUCLEAR WEAPON DESIGN INFORMATION	c. RECEIVE AND GENERATE CLASSIFIED MATERIAL
d. FORMERLY RESTRICTED DATA	d. FABRICATE, MODIFY, OR STORE CLASSIFIED HARDWARE
e. INTELLIGENCE INFORMATION:	e. PERFORM SERVICES ONLY
(1) Sensitive Compartmented information (SCI)	f. HAVE ACCESS TO U.S. CLASSIFIED INFORMATION OUTSIDE THE U.S., PUERTO RICO, U.S. POSSESSIONS AND TRUST TERRITORIES
(2) Non-SCI	g. BE AUTHORIZED TO USE THE SERVICES OF DEFENSE TECHNICAL INFORMATION CENTER (DTIC) OR OTHER SECONDARY DISTRIBUTION CENTER
f. SPECIAL ACCESS INFORMATION	h. REQUIRE A COMSEC ACCOUNT
g. NATO INFORMATION	i. HAVE TEMPEST REQUIREMENTS
h. FOREIGN GOVERNMENT INFORMATION	j. HAVE OPERATIONS SECURITY (OPSEC) REQUIREMENTS
i. LIMITED DISSEMINATION INFORMATION	k. BE AUTHORIZED TO USE THE DEFENSE COURIER SERVICE
j. FOR OFFICIAL USE ONLY INFORMATION	l. OTHER (Specify) Require classified computer processing
k. OTHER (Specify)	

(b)  
(7)  
(E)  
  
  
  
  
  
  
  
  
  
(b)  
(7)  
(E)

001732

Direct  Through (Specify):

Commander, US Army Aviation and Missile Command, ATTN: AMSAM-PA, Redstone Arsenal AL 35898-5000.

(b)  
(7)  
(E)

to the Directorate for Freedom of Information and Security Review, Office of the Assistant Secretary of Defense (Public Affairs)\* for review.  
\*In the case of non-DoD User Agencies, requests for disclosure shall be submitted to that agency.

**13. SECURITY GUIDANCE.** The security classification guidance needed for this classified effort is identified below. If any difficulty is encountered in applying this guidance or if any other contributing factor indicates a need for changes in this guidance, the contractor is authorized and encouraged to provide recommended changes; to challenge the guidance or the classification assigned to any information or material furnished or generated under this contract; and to submit any questions for interpretation of this guidance to the official identified below. Pending final decision, the information involved shall be handled and protected at the highest level of classification assigned or recommended. (Fill in as appropriate for the classified effort. Attach, or forward under separate correspondence, any documents/guides/extracts referenced herein. Add additional pages as needed to provide complete guidance.)

Technical POC is [REDACTED]

(b)(6)

Estimated date of completion of the contract is 30 September 2013.

See continuation pages for additional security guidance.

**14. ADDITIONAL SECURITY REQUIREMENTS.** Requirements, in addition to NISPOM requirements, are established for this contract. (If Yes, identify the pertinent contractual clauses in the contract document itself, or provide any appropriate statement which identifies the additional requirements. Provide a copy of the requirements to the cognizant security office. Use item 13 if additional space is needed.)  Yes  No

(b)  
(7)  
(E)

**15. INSPECTIONS.** Elements of this contract are outside the inspection responsibility of the cognizant security office. (If Yes, explain and identify specific areas or elements carved out and the activity responsible for inspections. Use item 13 if additional space is needed.)  Yes  No

**16. CERTIFICATION AND SIGNATURE.** Security requirements stated herein are complete and adequate for safeguarding the classified information to be released or generated under this classified effort. All questions shall be referred to the official named below.

a. TYPED NAME OF CERTIFYING OFFICIAL

b. TITLE

TELEPHONE (Include Area Code)

d. ADDRESS (Include Zip Code)

Cruise Missile Defense Systems Project Office  
SFAE-MSLS-CMDS-JLN-SO  
Bldg 5308, Room 8050  
Redstone Arsenal, AL 35898-5000

**17. REQUIRED DISTRIBUTION**

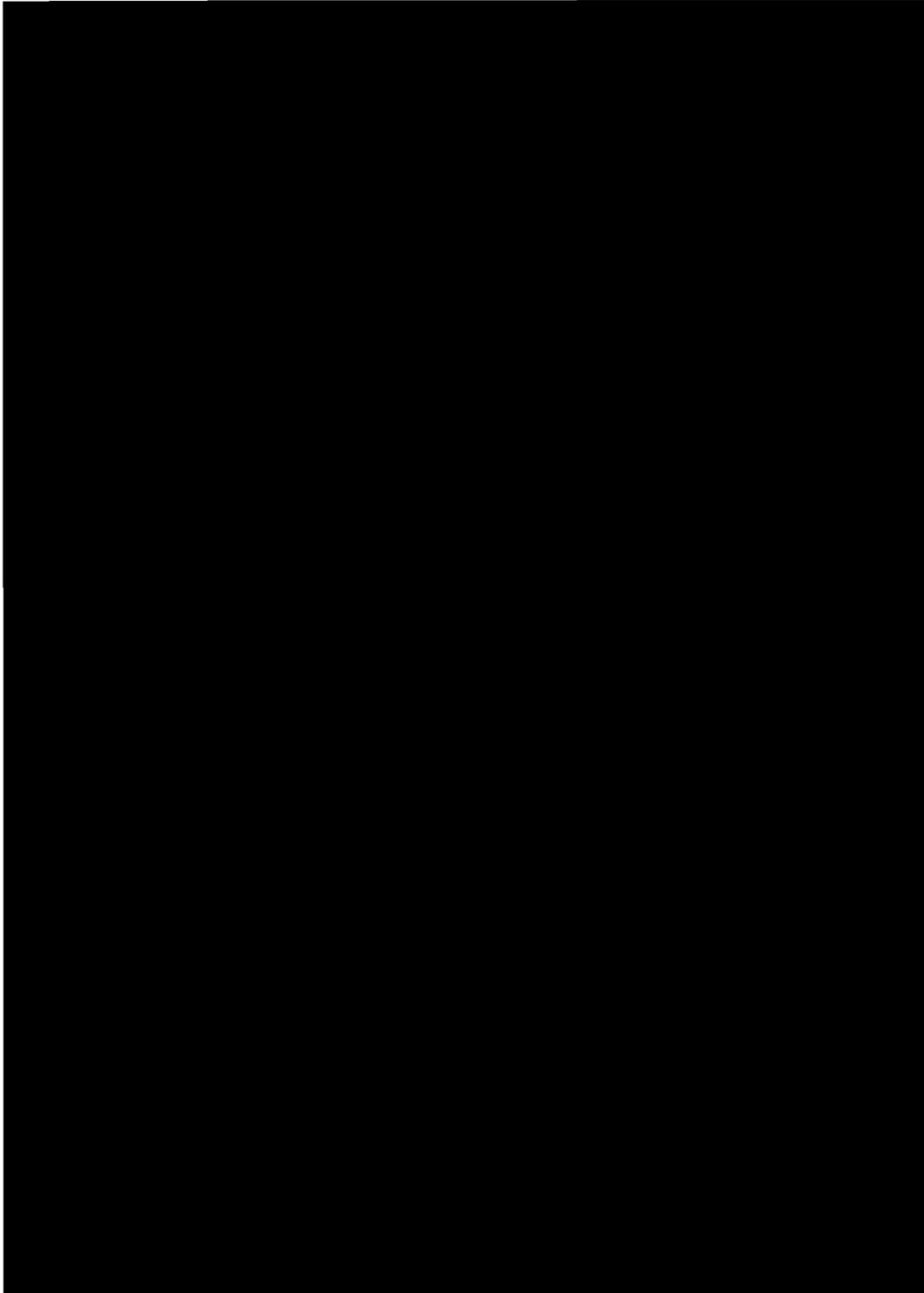
- a. CONTRACTOR
- b. SUBCONTRACTOR
- c. COGNIZANT SECURITY OFFICE FOR PRIME AND SUBCONTRACTOR
- d. U.S. ACTIVITY RESPONSIBLE FOR OVERSEAS SECURITY ADMINISTRATION
- e. ADMINISTRATIVE CONTRACTING OFFICER
- f. OTHERS AS NECESSARY

(b)(6)

(b)(6)

ORM 254 Reverse

001733



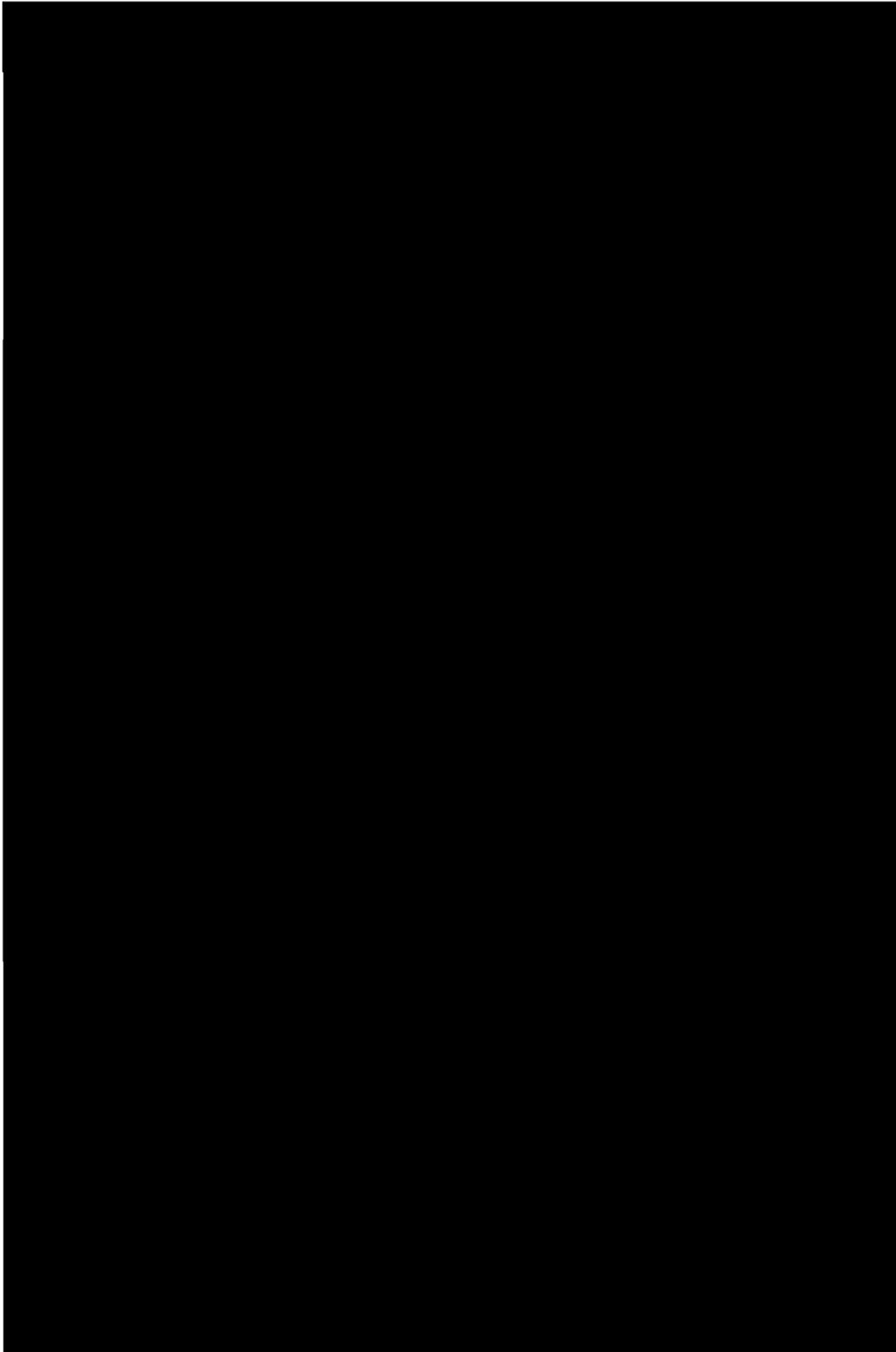
(b)(7)(E)

(b)(7)(E)

(b)(7)(E)

**FOR OFFICIAL USE ONLY**

001734

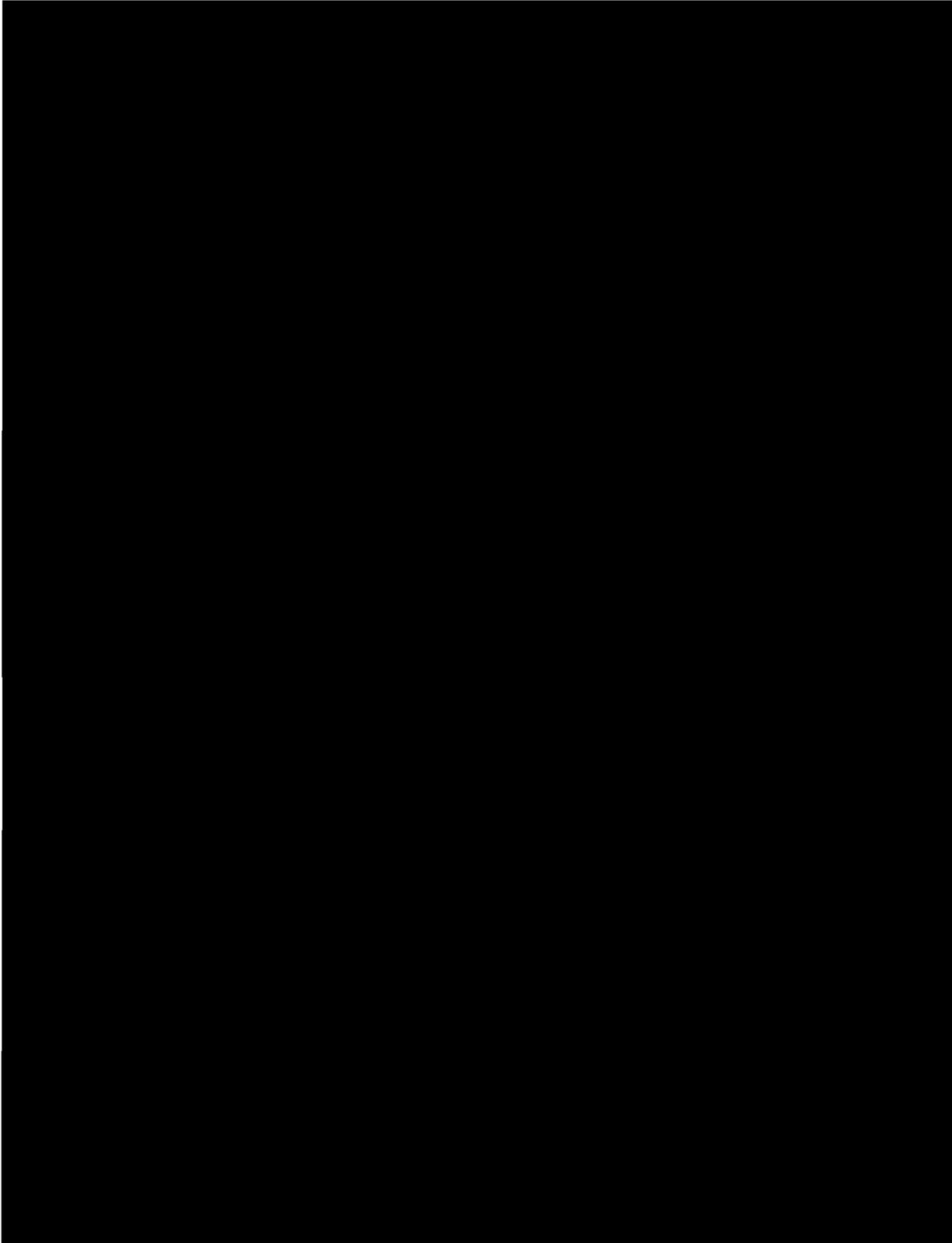


(b)(7)(E)

(b)(7)(E)

(b)(7)(E)

001735

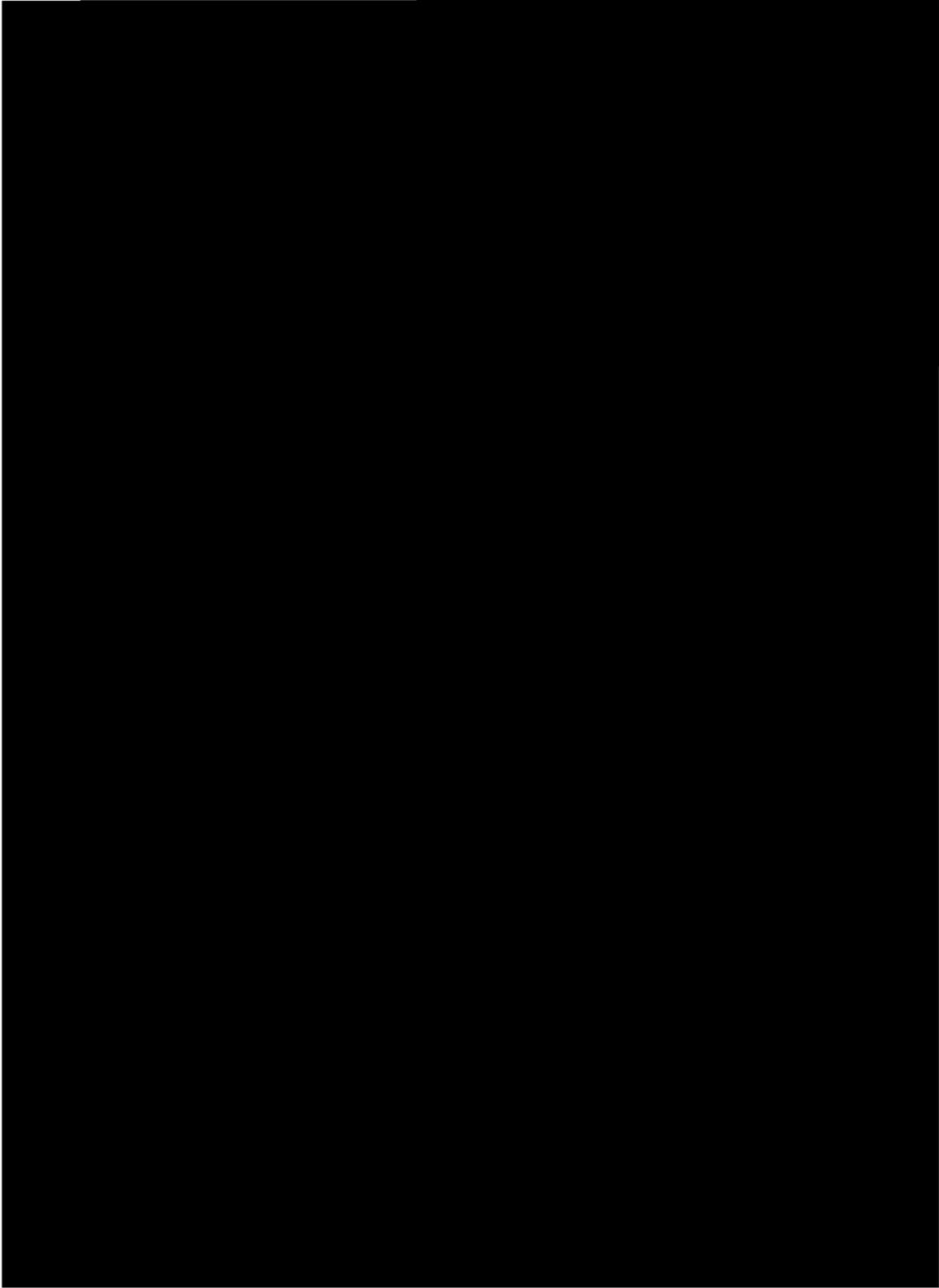


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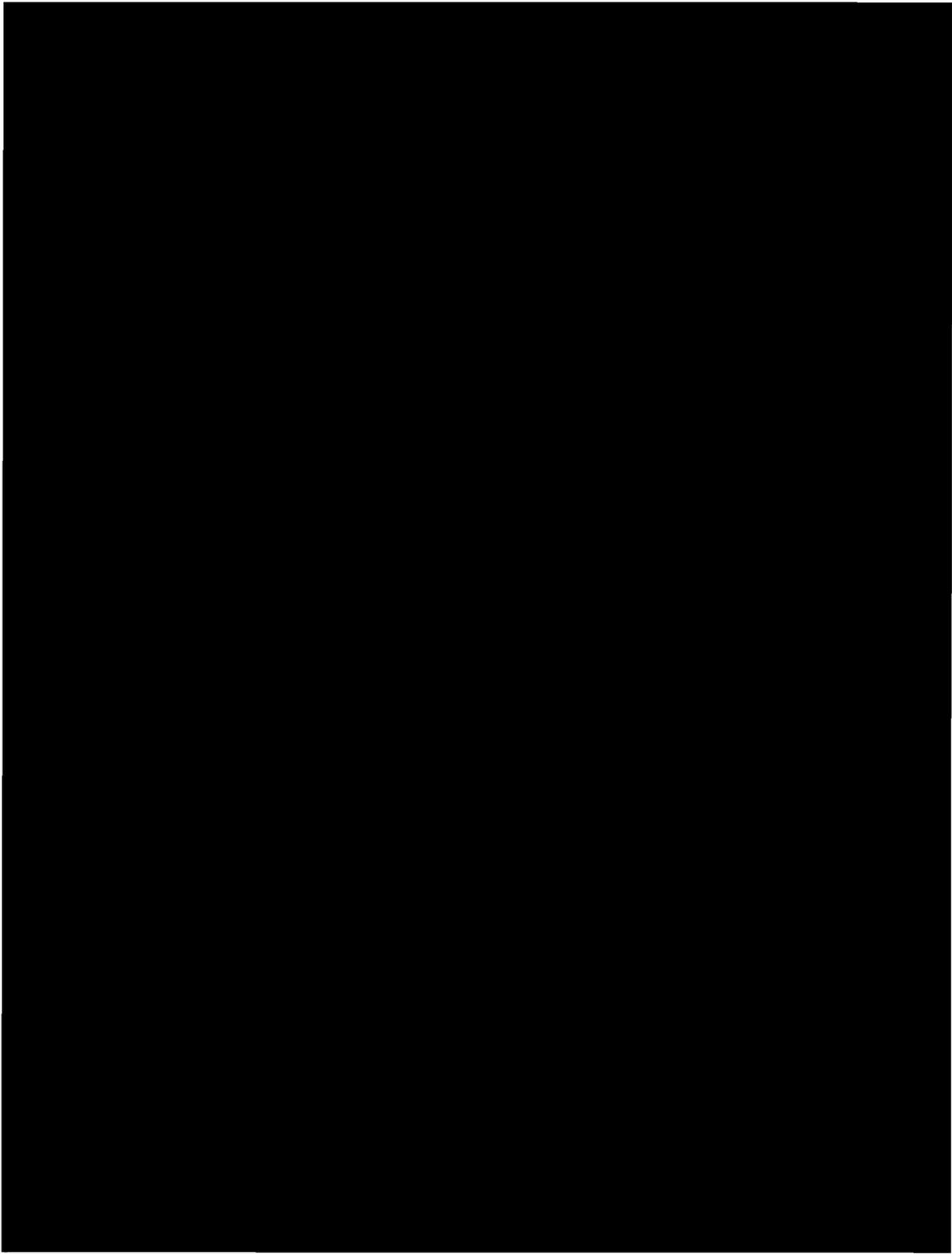


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(b)(7)(E)

(b)(7)(E)

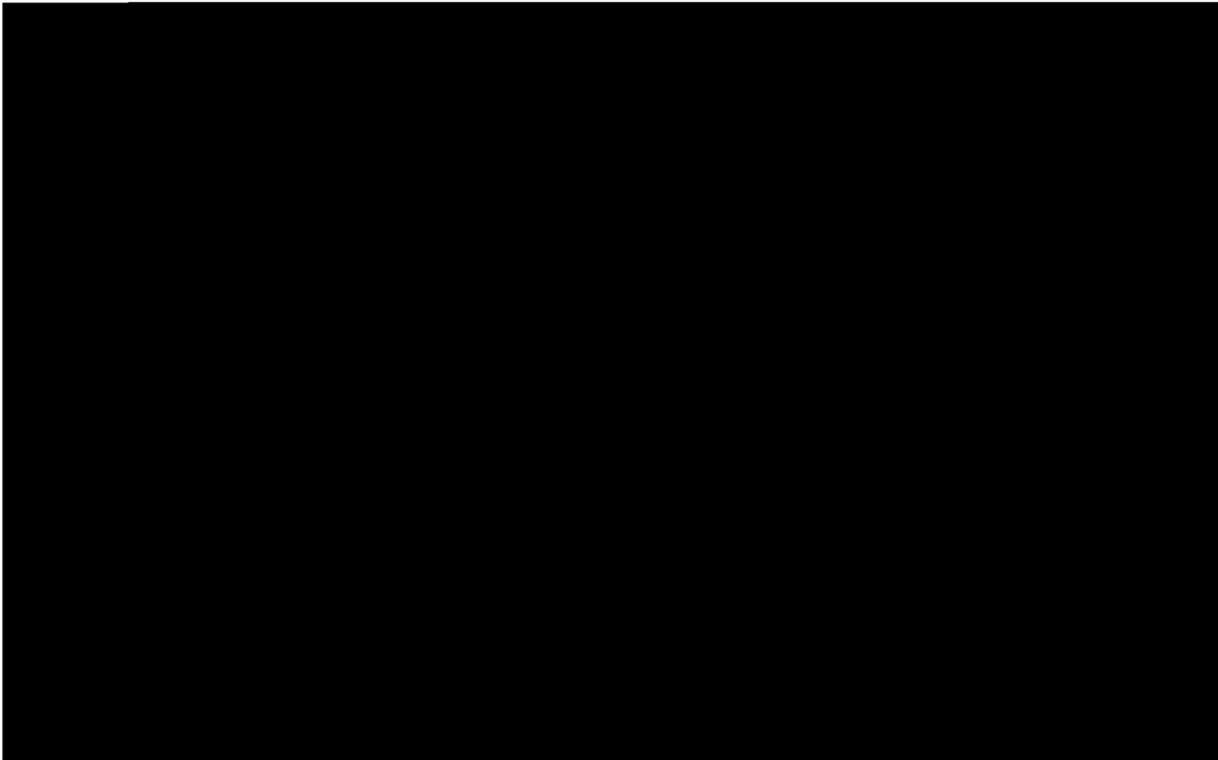
001738

(b)(7)(E)

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(b)(7)(E)

(b)(7)(E)

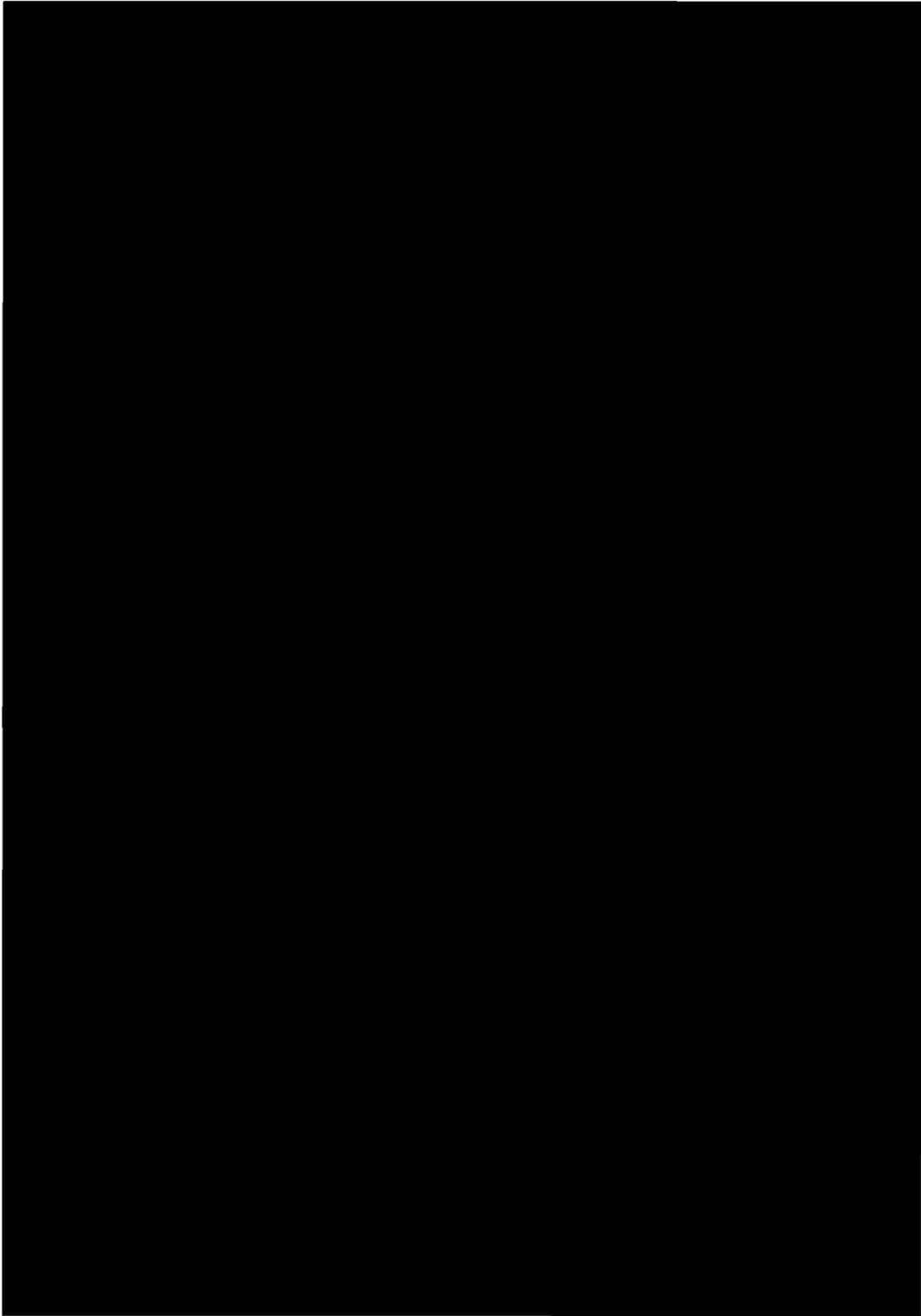
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(b)(6)

**FOR OFFICIAL USE ONLY**

001740

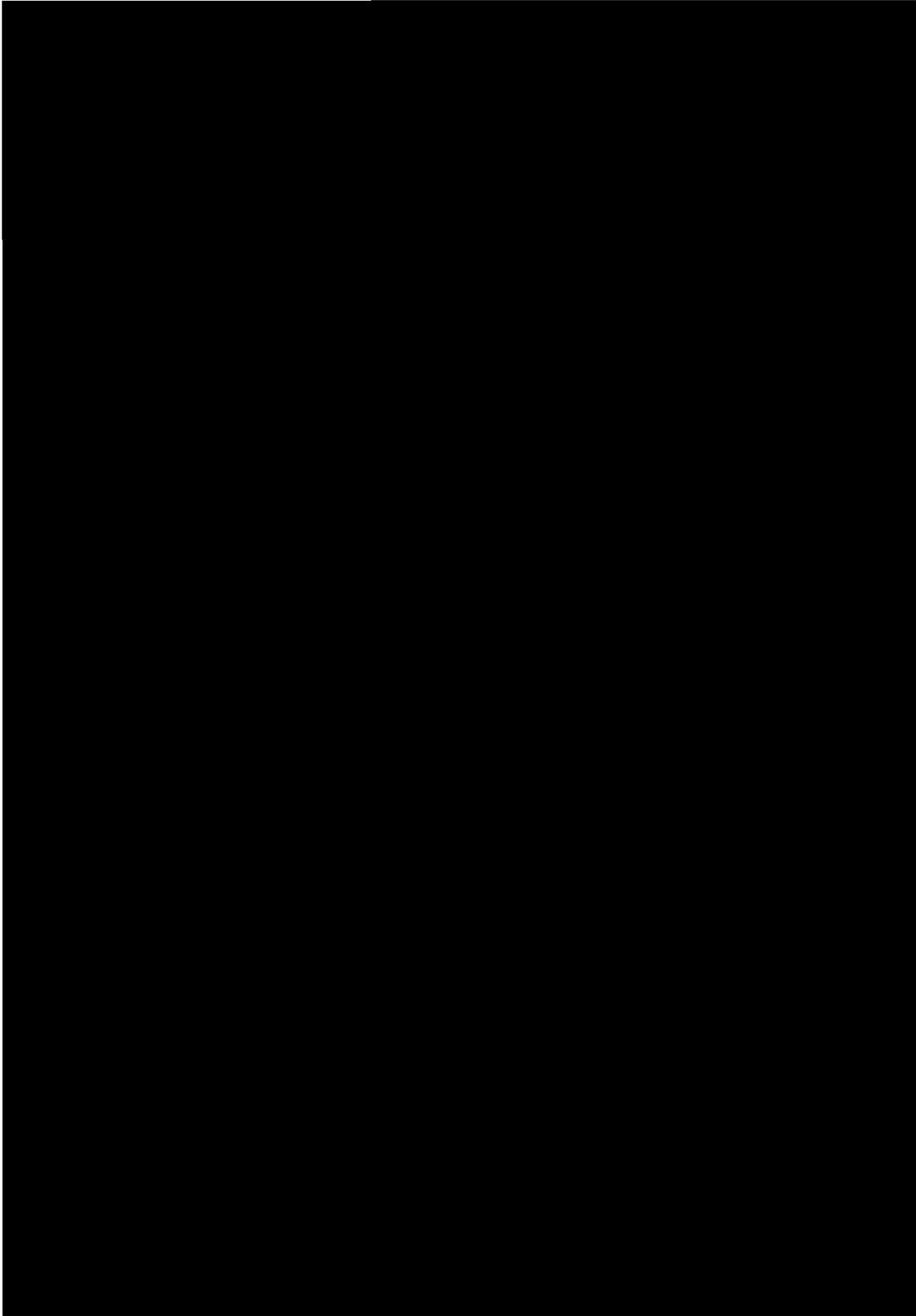


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001741



(b)(7)(E)

(b)(7)(E)

001742



SECTION SF 30 BLOCK 14 CONTINUATION PAGE

**SUMMARY OF CHANGES**

1. SECTION G – CONTRACT ADMINISTRATION DATA

The distribution of target cost and target fee funding decreased from SubCLIN 0017AA in Modification P00181 is hereby revised as follows:

FROM:

Target Cost, Target Fee, and Total for the above decrease of \$6,310,846 is distributed as follows and includes a decrease in target cost of [redacted] of cost and [redacted] facilities capital cost of money) and a decrease in target incentive fee of [redacted] which is [redacted] target cost less facilities capital cost of money.

(b)(4)

Target Cost	[redacted]
Target Fee	[redacted]
Total	\$6,310,846

TO:

Target Cost, Target Fee, and Total for the above decrease of \$6,310,846 is distributed as follows and includes a decrease in target cost of [redacted] of cost and [redacted] facilities capital cost of money) and a decrease in target incentive fee of [redacted] which is [redacted] of target cost less facilities capital cost of money.

(b)(4)

Target Cost	[redacted]
Target Fee	[redacted]
Total	\$6,310,846

IMPLEMENTATION OF AND EXPLANATION OF THE RELATIONSHIP OF THE LIMITATION OF FUNDS (LOF) CLAUSE TO FEE OBLIGATIONS, subparagraph c., is revised as follows to adjust the amounts allotted for payment of costs and fee based on the redistribution of the decreases shown above:

SUBCLIN 0017AA :

	<u>PRIOR</u>	<u>THIS MODIFICATION</u>	<u>CUMULATIVE TOTAL*</u>
(1) Amount Required for Full Funding Including Fee:	\$ 1,588,455,486	\$ 0	\$ 1,588,455,486
(2) Amount Allotted Under the LOF Clause for Payment of Costs:	[redacted]	[redacted]	[redacted]
(3) Amount Separately Obligated for Payment of Fee:	[redacted]	[redacted]	[redacted]
(4) Total Amount Allotted and Obligated:	\$ 971,227,502	\$ 0	\$ 971,227,502
(5) Net Amount Required for Full Funding	\$ 617,227,984	\$ 0	\$ 617,227,984

(b)(4)

\* These figures take into consideration the negotiated total value of SubCLIN 0017AA (This does not include SubCLIN 17AH)

2. SECTION H - SPECIAL CONTRACT REQUIREMENTS

Paragraph H-14, KEY PERSONNEL, paragraph b., is revised as follows to change the Program Manager from

001744

[REDACTED]

(b)(6)

Key Personnel List:

<u>NAME</u>	<u>POSITION</u>
[REDACTED]	[REDACTED]

(b)(6)

Paragraph H-19, INCENTIVE FEE STRUCTURE AND PAYMENT FOR CLIN 0017, SYSTEM DEVELOPMENT AND DEMONSTRATION (SDD), subparagraph c., is revised as follows to reflect increases/decreases in target cost value in Modifications P00156, P00157, P00168, P00169, P00176, P00179, P00180, P00182, P00185, P00186, and P00187.

c. Schedule Incentive.

(1) A maximum [REDACTED] "flat zone" will be established at the target cost value of [REDACTED] with the conduct of milestones below. The "flat zone" over which the contractor will earn target fee is for eligible costs from [REDACTED] to [REDACTED] since the program milestones set forth below are conducted.

(b)(4)

(End of Summary of Changes)

001745

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			1. CONTRACT ID CODE <b>V</b>	PAGE OF PAGES <b>1   8</b>
AMENDMENT/MODIFICATION NO. <b>0189</b>	3. EFFECTIVE DATE <b>29-Jun-2009</b>	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)	
6. ISSUED BY <b>W9113M</b>	CODE	7. ADMINISTERED BY (If other than item 6) <b>DCMA RAYTHEON 90 APPLE HILL DRIVE M/S T2FR2 TEWKSBURY MA 01878</b>	CODE	<b>S2205A</b>
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) <b>RAYTHEON COMPANY 350 LOWELL ST. ANDOVER MA 01810-4400</b>		9.A. AMENDMENT OF SOLICITATION NO.		
		9B. DATED (SEE ITEM 11)		
		X 10A. MOD. OF CONTRACT/ORDER NO. <b>DASG60-98-C-0001</b>		
		X 10B. DATED (SEE ITEM 13) <b>30-Jan-1998</b>		
CODE <b>05716</b>	FACILITY CODE			
<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>				
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.				
<b>12. ACCOUNTING AND APPROPRIATION DATA (If required)</b> <b>See Schedule</b>				
<b>13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.</b>				
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.				
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).				
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:				
X D. OTHER (Specify type of modification and authority) <b>UNILATERAL: FAR 52.232-22, "Limitation of Funds"</b>				
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.				
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: <b>[REDACTED]</b> To incrementally fund SubCLIN 0017AA in the amount of \$6,000,000. <span style="float: right;">(b)(6)</span>				
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.				
15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)		
[REDACTED]		[REDACTED] <span style="float: right;">(b)(6)</span>		
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
[REDACTED]		[REDACTED]	BY [REDACTED]	29-Jun-2009 <span style="float: right;">(b)(6)</span>
(Signature of person authorized to sign)		(Signature of Contracting Officer)		

EXCEPTION TO SF 30

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STANDARD FORM 30 (Rev. 10-87)

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

1. SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by \$6,000,000.00 from \$1,186,131,876.52 to \$1,192,131,876.52.

SUBCLIN 0017AA:

LK: 21 9 2040 5L 5L68 P172419E555L 255Y 4M9J730000 S01021 4M9J730000/94MJLE/4M5 was increased by \$6,000,000.00 from \$273,270,601.00 to \$279,270,601.00

Target Cost, Target Fee, and Total for the above increase of \$6,000,000 is distributed as follows and includes a increase in target cost of [REDACTED] of cost and [REDACTED] facilities capital cost of money) and a increase in target incentive fee of [REDACTED] which is [REDACTED] target cost less facilities capital cost of money.

(b)(4)

Target Cost	[REDACTED]
Target Fee	[REDACTED]
Total	\$6,000,000

IMPLEMENTATION OF AND EXPLANATION OF THE RELATIONSHIP OF THE LIMITATION OF FUNDS (LOF) CLAUSE TO FEE OBLIGATIONS, subparagraph c., is revised to read as follows:

SUBCLIN 0017AA :

	<u>PRIOR</u>	<u>THIS MODIFICATION</u>	<u>CUMULATIVE TOTAL*</u>
(1) Amount Required for Full Funding, Including Fee:	\$ 1,588,455,486	\$ 0	\$ 1,588,455,486
(2) Amount Allotted Under the LOF Clause for Payment of Costs:	[REDACTED]	[REDACTED]	[REDACTED]
(3) Amount Separately Obligated for Payment of Fee:	[REDACTED]	[REDACTED]	[REDACTED]
(4) Total Amount Allotted and Obligated:	\$ 971,227,502	\$6,000,000	\$ 977,227,502
(5) Net Amount Required for Full Funding	\$ 617,227,984	(\$6,000,000)	\$ 611,227,984

(b)(4)

\* These figures take into consideration the negotiated total value of SubCLIN 0017AA (This does not include SubCLIN 17AH)

2. The following is an update to Modification P00186 showing a summary of funding by ACRN through Modification P00189:

<u>ACRN</u>	<u>FUNDING</u>
AA	440,100.00
AB	2,298,235.00

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AC	17,832,987.00
AD	0.00
AE	7,500,000.00
AF	3,300,000.00
AG	17,192,400.00
AH	700,000.00
AJ	200,000.00
AK	85,000.00
AL	45,000.00
AM	17,045,000.00
AN	5,800.00
AP	20,779,000.00
AQ	105,000.00
AR	35,000.00
AS	0.00
AT	6,984,678.52
AU	7,970,000.00
AV	0.00
AW	100,000.00
AX	3,396,000.00
AY	550,000.00
AZ	19,412,000.00
BA	24,527,878.00
BB	146,000.00
BC	72,000.00
BD	85,000.00
BE	100,000.00
BF	100,000.00
BG	1,975,321.00
BH	38,018,908.00
BJ	8,023,110.00
BK	260,000.00
BL	0.00
BM	125,000.00
BN	103,000.00
BP	10,352,348.00
BU	350,000.00
BV	9,000.00
BW	84,896,852.00
BX	1,146,000.00
BY	3,880,000.00
BZ	190,000.00
KL	118,250.00
KM	192,793,000.00
KN	0.00
KQ	92,811.00
KR	0.00
KS	0.00
KT	386,377,998.00
KU	2,203,183.00

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KV	65,000.00
KW	20,000.00
KX	60,000.00
KY	25,000.00
KZ	25,000.00
LA	13,508.00
LB	12,500.00
LC	200,000.00
LD	7,943,648.00
LE	1,173,850.00
LF	10,000.00
LG	62,000.00
LH	400,000.00
LJ	7,476.00
<b>LK</b>	<b>\$279,270,801.00</b>
LL	\$173,798.00
LM	\$1,227,200.00
LN	\$1,095,845.00
LP	\$83,200.00
LQ	\$235,566.00
LR	\$125,000.00
LS	\$6,069,616.00
LT	\$530,377.00
LU	\$9,100,000.00
LV	\$1,957,265.00
LW	\$255,567.00
LX	\$68,000.00

3. The following is an update to Modification P00186 showing a summary of funding by CLIN by ACRN through Modification P00189:

<u>CLIN</u>	<u>ACRN</u>	<u>FUNDING AMT</u>	<u>CLIN TOTAL</u>
CLIN 0001	AA	440,100.00	
CLIN 0001	AD	0.00	
			440,100.00
CLIN 0003	AB	2,298,235.00	
CLIN 0003	AC	17,832,987.00	
CLIN 0003	AD	0.00	
CLIN 0003	AE	7,500,000.00	
CLIN 0003	AF	3,300,000.00	
CLIN 0003	AG	17,192,400.00	
CLIN 0003	AH	700,000.00	
CLIN 0003	AM	17,045,000.00	
CLIN 0003	AN	5,800.00	
CLIN 0003	AP	20,779,000.00	
CLIN 0003	AS	0.00	
CLIN 0003	AT	6,984,678.52	

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CLIN 0003	AW	100,000.00	
CLIN 0003	AY	550,000.00	
			<u>94,288,100.52</u>
CLIN 0005	BA	24,527,878.00	
CLIN 0005	BB	146,000.00	
CLIN 0005	BC	72,000.00	
CLIN 0005	BD	85,000.00	
CLIN 0005	BE	100,000.00	
CLIN 0005	BF	100,000.00	
CLIN 0005	BG	1,975,321.00	
CLIN 0005	BH	38,018,908.00	
CLIN 0005	BL	0.00	
CLIN 0005	BZ	0.00	
			<u>65,025,107.00</u>
CLIN 0007AA	BP	10,352,348.00	
			<u>10,352,348.00</u>
CLIN 0009AA	AQ	45,106.00	
CLIN 0009AA	AV	0.00	
CLIN 0009AA	BK	256,545.00	
CLIN 0009AA	BM	125,000.00	
CLIN 0009AA	BN	21,315.00	
			<u>447,966.00</u>
CLIN 0009AB	AJ	200,000.00	
CLIN 0009AB	AK	85,000.00	
CLIN 0009AB	AL	45,000.00	
CLIN 0009AB	AQ	59,894.00	
CLIN 0009AB	AR	35,000.00	
CLIN 0009AB	BK	3,455.00	
CLIN 0009AB	BN	81,685.00	
CLIN 0009AB	BU	350,000.00	
CLIN 0009AB	BV	9,000.00	
			<u>869,034.00</u>
CLIN 0013	AU	7,970,000.00	
CLIN 0013	AX	3,396,000.00	
CLIN 0013	AY	0.00	
CLIN 0013	AZ	19,412,000.00	
CLIN 0013	BJ	8,023,110.00	
			<u>38,801,110.00</u>
CLIN 0017	BW	0.00	
CLIN 0017	KM	0.00	

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			<u>0.00</u>
CLIN 0017AA	BY	3,880,000.00	
CLIN 0017AA	BX	1,146,000.00	
CLIN 0017AA	BW	84,896,852.00	
CLIN 0017AA	BZ	0.00	
CLIN 0017AA	KM	192,793,000.00	
CLIN 0017AA	KN	0.00	
CLIN 0017AA	KQ	66,151.00	
CLIN 0017AA	KS	0.00	
CLIN 0017AA	KT	386,204,200.00	
CLIN 0017AA	KU	2,203,183.00	
CLIN 0017AA	KY	0.00	
CLIN 0017AA	LC	200,000.00	
CLIN 0017AA	LD	7,943,648.00	
CLIN 0017AA	LE	0.00	
CLIN 0017AA	LH	400,000.00	
CLIN 0017AA	LJ	7,476.00	
<b>CLIN 0017AA</b>	<b>LK</b>	<b>279,270,601.00</b>	
CLIN 0017AA	LQ	235,566.00	
CLIN 0017AA	LS	6,069,616.00	
CLIN 0017AA	LT	530,377.00	
CLIN 0017AA	LU	\$9,100,000.00	
CLIN 0017AA	LV	\$1,957,265.00	
CLIN 0017AA	LW	\$255,567.00	
CLIN 0017AA	LX	\$68,000.00	
			<u><b>977,227,502.00</b></u>
CLIN 0017AB	KL	118,250.00	
			<u>118,250.00</u>
CLIN 0017AC	BZ	190,000.00	
			<u>190,000.00</u>
CLIN 0017AD	KN	0.00	
CLIN 0017AD	KS	0.00	
			<u>0.00</u>
CLIN 0017AE	LL	173,798.00	
			173,798.00
CLIN 0017AH	KT	173,798.00	
			<u>173,798.00</u>

001751

CLIN 0020AA	KN	0.00	
CLIN 0020AA	KQ	26,660.00	
			<u>26,660.00</u>
CLIN 0021AA	KW	0.00	
			<u>0.00</u>
CLIN 0021AB	KV	0.00	
CLIN 0021AB	LB	0.00	
CLIN 0021AB	KX	0.00	
CLIN 0021AB	KY	0.00	
			<u>0.00</u>
CLIN 0021AC	KZ	0.00	
CLIN 0021AC	LA	0.00	
			<u>0.00</u>
CLIN 0022	KW	0.00	
			<u>0.00</u>
CLIN 0023	KX	60,000.00	
CLIN 0023	KY	25,000.00	
CLIN 0023	KV	65,000.00	
CLIN 0023	LB	12,500.00	
CLIN 0023	LF	10,000.00	
CLIN 0023	LR	\$125,000.00	
			<u>297,500.00</u>
CLIN 0024	LA	13,508.00	
CLIN 0024	LG	62,000.00	
CLIN 0024	KZ	25,000.00	
CLIN 0024	KW	20,000.00	
CLIN 0024	LP	83,200.00	
			<u>203,708.00</u>
CLIN 0025	LE	1,173,850.00	
CLIN 0025	LM	1,227,200.00	
			<u>2,401,050.00</u>
CLIN 0026	LN	1,095,845.00	
			<u>1,095,845.00</u>

(End of Summary of Changes)

001752

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AMENDMENT OF SOLICITATION/SUBSTITUTION OF CONTRACT		1. CONTRACT ORDER	PAGE OF PAGE
<b>2. CONTRACT ORDER NO.</b> <b>000190</b>		<b>V</b>	<b>1   7</b>
<b>3. DATE</b> <b>30 JUL 09</b>		<b>4. CONTRACT ORDER NO.</b> <b>000190</b>	
<b>5. CONTRACT ORDER NO.</b> <b>000190</b>		<b>6. CONTRACT ORDER NO.</b> <b>000190</b>	
<b>7. AMENDMENT BY (Name and Grade)</b> <b>CONTRACT ORDER</b>		<b>8. CONTRACT ORDER NO.</b> <b>000190</b>	
<b>9. NAME AND ADDRESS OF CONTRACTOR (City, State, County, Zip+4) (Code)</b> <b>CONTRACT ORDER</b>		<b>10. AMENDMENT OF SOLICITATION NO.</b> <b>000190</b>	
<b>11. THE ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>		<b>12. AMENDMENT OF CONTRACT ORDER NO.</b> <b>000190</b>	
<input type="checkbox"/> This amendment is to be made to a contract in Item 11. The contract is the contract for the contract.		<input checked="" type="checkbox"/> <b>13. AMENDMENT OF CONTRACT ORDER NO.</b> <b>000190</b>	
<input type="checkbox"/> This amendment is to be made to a contract in Item 11. The contract is the contract for the contract.		<input checked="" type="checkbox"/> <b>14. AMENDMENT OF CONTRACT ORDER NO.</b> <b>000190</b>	
<b>12. ACCOUNTING AND APPROPRIATION DATA (Examples)</b> See Schedule			
<b>13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT ORDERS</b> IT INDICATES THE CONTRACT ORDER NO. ASSOCIATED WITH THIS ITEM.			
<b>A. THIS CHANGE ORDER IS BEING FORWARDED TO:</b> (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.			
<b>B. THE ABOVE MENTIONED CONTRACT ORDER IS REQUIRED TO REFLECT THE ABOVE SAID CHANGES (such as change in pricing or other information) AND MUST BE IN ITEM 14 FORWARDED TO THE AUTHORITY OF THE CONTRACT.</b>			
<b>C. THIS SUPPLEMENTAL AGREEMENT IS BEING FORWARDED TO AUTHORITY OF:</b>			
<b>D. OTHER (Specify type of modification authority)</b>			
<b>14. IMPORTANT: Contract</b> <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is complete with this document and is complete in the final office.			
<b>14. DESCRIPTION OF AMENDMENT/ACTIVITY</b> (Generally UCP unless funding, funding and/or contract subject matter where feasible)			
Identification Contract Number: [REDACTED]			
The document is being forwarded for the amount of \$48,704. Adjustments to the contract for the CLASSED to account for the contract will be made in a subsequent modification.			
<b>15A. NAME AND ADDRESS OF CONTRACTOR (City, State, County, Zip+4) (Code)</b>			
[REDACTED]			
<b>15B. NAME AND ADDRESS OF CONTRACTOR (City, State, County, Zip+4) (Code)</b>			
[REDACTED]			
<b>16. DATE</b> <b>7-30-09</b>		<b>17. DATE</b> <b>30 Jul 09</b>	
<b>18. DATE</b> <b>7-30-09</b>		<b>19. DATE</b> <b>30 Jul 09</b>	

APPROVED BY CPM 11-01

20-100-01

STANDARD FORM 20 (Rev. 1-83)  
 Prescribed GSA  
 FAR (48 CFR) 23.200

001754

(b)(6)

(b)(6)

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

1. SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was decreased by \$465,784.00 from \$1,192,131,876.52 to \$1,191,666,092.52.

SUBCLIN 002601:

LN: 21 8 2040 5L 5L68 P172419E555L 255Y 4M8J719800 S01021 4M8J719800/84MJLE/4M5 (CIN 00000000000000000000000000000000) was decreased by \$465,784.00 from \$1,095,845.00 to \$630,061.00

Target Cost, Target Fee, and Total for the above \$465,784 decrease is distributed as follows and includes a decrease in target cost of [redacted] of cost and [redacted] of facilities capital cost of money) and a decrease in target incentive fee of [redacted]

(b)(4)

Target Cost	[redacted]
Target Fee	[redacted]
Total	(\$465,784)

IMPLEMENTATION OF AND EXPLANATION OF THE RELATIONSHIP OF THE LIMITATION OF FUNDS (LOF) CLAUSE TO FEE OBLIGATIONS, is revised to add the following:

CLIN 0026 :

	<u>PRIOR</u>	<u>THIS MODIFICATION</u>	<u>CUMULATIVE TOTAL</u>
(1) Amount Required for Full Funding, Including Fee:	\$1,095,845	\$ 0	\$1,095,845
(2) Amount Allotted Under the LOF Clause for Payment of Costs:	[redacted]	[redacted]	[redacted]
(3) Amount Separately Obligated for Payment of Fee:	[redacted]	[redacted]	[redacted]
(4) Total Amount Allotted and Obligated:	\$1,095,845	(\$465,784)	\$ 630,061
(5) Net Amount Required for Full Funding	\$ 0	\$ 465,784	\$ 465,784

(b)(4)

2. The following is an update to Modification P00189 showing a summary of funding by ACRN through Modification P00190:

<u>ACRN</u>	<u>FUNDING</u>
AA	440,100.00
AB	2,298,235.00
AC	17,832,987.00
AD	0.00
AE	7,500,000.00
AF	3,300,000.00

001755

AG	17,192,400.00
AH	700,000.00
AJ	200,000.00
AK	85,000.00
AL	45,000.00
AM	17,045,000.00
AN	5,800.00
AP	20,779,000.00
AQ	105,000.00
AR	35,000.00
AS	0.00
AT	6,984,678.52
AU	7,970,000.00
AV	0.00
AW	100,000.00
AX	3,396,000.00
AY	550,000.00
AZ	19,412,000.00
BA	24,527,878.00
BB	146,000.00
BC	72,000.00
BD	85,000.00
BE	100,000.00
BF	100,000.00
BG	1,975,321.00
BH	38,018,908.00
BJ	8,023,110.00
BK	260,000.00
BL	0.00
BM	125,000.00
BN	103,000.00
BP	10,352,348.00
BU	350,000.00
BV	9,000.00
BW	84,896,852.00
BX	1,148,000.00
BY	3,880,000.00
BZ	190,000.00
KL	118,250.00
KM	192,793,000.00
KN	0.00
KQ	92,811.00
KR	0.00
KS	0.00
KT	386,377,998.00
KU	2,203,183.00
KV	65,000.00
KW	20,000.00
KX	60,000.00
KY	25,000.00

001756

KZ	25,000.00
LA	13,508.00
LB	12,500.00
LC	200,000.00
LD	7,943,648.00
LE	1,173,850.00
LF	10,000.00
LG	62,000.00
LH	400,000.00
LJ	7,476.00
LK	\$279,270,601.00
LL	\$173,798.00
LM	\$1,227,200.00
LN	<b>\$630,061.00</b>
LP	\$83,200.00
LQ	\$235,566.00
LR	\$125,000.00
LS	\$6,069,816.00
LT	\$530,377.00
LU	\$9,100,000.00
LV	\$1,957,265.00
LW	\$255,567.00
LX	\$68,000.00

3. The following is an update to Modification P00189 showing a summary of funding by CLIN by ACRN through Modification P00190:

<u>CLIN</u>	<u>ACRN</u>	<u>FUNDING AMT</u>	<u>CLIN TOTAL</u>
CLIN 0001	AA	440,100.00	
CLIN 0001	AD	0.00	
			<u>440,100.00</u>
CLIN 0003	AB	2,298,235.00	
CLIN 0003	AC	17,832,987.00	
CLIN 0003	AD	0.00	
CLIN 0003	AE	7,500,000.00	
CLIN 0003	AF	3,300,000.00	
CLIN 0003	AG	17,192,400.00	
CLIN 0003	AH	700,000.00	
CLIN 0003	AM	17,045,000.00	
CLIN 0003	AN	5,800.00	
CLIN 0003	AP	20,779,000.00	
CLIN 0003	AS	0.00	
CLIN 0003	AT	6,984,678.52	
CLIN 0003	AW	100,000.00	
CLIN 0003	AY	550,000.00	
			<u>94,288,100.52</u>

001757

CLIN 0005	BA	24,527,878.00	
CLIN 0005	BB	146,000.00	
CLIN 0005	BC	72,000.00	
CLIN 0005	BD	85,000.00	
CLIN 0005	BE	100,000.00	
CLIN 0005	BF	100,000.00	
CLIN 0005	BG	1,975,321.00	
CLIN 0005	BH	38,018,908.00	
CLIN 0005	BL	0.00	
CLIN 0005	BZ	0.00	
			<u>65,025,107.00</u>
CLIN 0007AA	BP	10,352,348.00	
			<u>10,352,348.00</u>
CLIN 0009AA	AQ	45,106.00	
CLIN 0009AA	AV	0.00	
CLIN 0009AA	BK	256,545.00	
CLIN 0009AA	BM	125,000.00	
CLIN 0009AA	BN	21,315.00	
			<u>447,966.00</u>
CLIN 0009AB	AJ	200,000.00	
CLIN 0009AB	AK	85,000.00	
CLIN 0009AB	AL	45,000.00	
CLIN 0009AB	AQ	59,894.00	
CLIN 0009AB	AR	35,000.00	
CLIN 0009AB	BK	3,455.00	
CLIN 0009AB	BN	81,685.00	
CLIN 0009AB	BU	350,000.00	
CLIN 0009AB	BV	9,000.00	
			<u>869,034.00</u>
CLIN 0013	AU	7,970,000.00	
CLIN 0013	AX	3,396,000.00	
CLIN 0013	AY	0.00	
CLIN 0013	AZ	19,412,000.00	
CLIN 0013	BJ	8,023,110.00	
			<u>38,801,110.00</u>
CLIN 0017	BW	0.00	
CLIN 0017	KM	0.00	
			<u>0.00</u>
CLIN 0017AA	BY	3,880,000.00	
CLIN 0017AA	BX	1,146,000.00	

001758



CLIN 0021AA	KW	0.00	<u>0.00</u>
			<u>0.00</u>
CLIN 0021AB	KV	0.00	
CLIN 0021AB	LB	0.00	
CLIN 0021AB	KX	0.00	
CLIN 0021AB	KY	0.00	
			<u>0.00</u>
CLIN 0021AC	KZ	0.00	
CLIN 0021AC	LA	0.00	
			<u>0.00</u>
CLIN 0022	KW	0.00	
			<u>0.00</u>
CLIN 0023	KX	60,000.00	
CLIN 0023	KY	25,000.00	
CLIN 0023	KV	65,000.00	
CLIN 0023	LB	12,500.00	
CLIN 0023	LF	10,000.00	
CLIN 0023	LR	\$125,000.00	
			<u>297,500.00</u>
CLIN 0024	LA	13,508.00	
CLIN 0024	LG	62,000.00	
CLIN 0024	KZ	25,000.00	
CLIN 0024	KW	20,000.00	
CLIN 0024	LP	83,200.00	
			<u>203,708.00</u>
CLIN 0025	LE	1,173,850.00	
CLIN 0025	LM	1,227,200.00	
			<u>2,401,050.00</u>
CLIN 0026	LN	630,061.00	
			<u>630,061.00</u>

(End of Summary of Changes)

001760

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES
			V	1   8
AMENDMENT/MODIFICATION NO. 000191	3. EFFECTIVE DATE 24 AUG 09	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (if applicable)	
6. ISSUED BY USMC/DC/STRAT [Redacted] (b)(6)	CODE WB113M	7. ADMINISTERED BY (if other than item 6) DCMARAYTHEON 60 APPLE HILL DR MAB 12FR2 TEMPLETON MA 01862	CODE S2205A	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) RAYTHEON COMPANY 280 LOWELL ST. ANDOVER MA 01810-4400			9A. AMENDMENT OF SOLICITATION NO.	
			9B. DATED (SEE ITEM 11)	
			X 10A. MOD. OF CONTRACT/ORDER NO. DA3600-86-C-0001	
			X 10B. DATED (SEE ITEM 13) 20-Jan-1988	
CODE 05718	FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided such telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.				
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule				
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.				
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.				
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.163(B).				
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.232-22, "Limitation of Funds"				
D. OTHER (Specify type of modification and authority)				
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return 1 copies to the issuing office.				
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number [Redacted] To increase incremental funding for SubCLIN 0017AA in the amount of \$1,500,000 and for CLN 0025 in the amount of \$187,500. (b)(6)				
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remain unchanged and in full force and effect.				
15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)		
[Redacted]		[Redacted] (b)(6)		
15C. DATE SIGNED		16C. DATE SIGNED		
8-21-09		24 Aug 09		(b)(6)
(Signature of person authorized to sign)		(Signature of Contracting Officer)		

EXCEPTION TO SF 30  
PROVED BY OIRM 11-84

30-105-04

STANDARD FORM 30 (Rev. 10-83)  
Prescribed by GSA  
FAR (48 CFR) 53.243

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SECTION SF 30 BLOCK 14 CONTINUATION PAGE

**SUMMARY OF CHANGES**

**1. SECTION G - CONTRACT ADMINISTRATION DATA**

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by \$1,667,500.00 from \$1,191,666,092.52 to \$1,193,333,592.52.

SUBCLIN 0017AA:

LK: 21 9 2040 5L 5L68 P172419E555L 255Y 4M9J730000 S01021 4M9J730000/94MJLE/4M5 was increased by \$1,500,000.00 from \$279,270,601.00 to \$280,770,601.00

Target Cost, Target Fee, and Total for the above increase of \$1,500,000 is distributed as follows and includes a increase in target cost of [REDACTED] of cost and [REDACTED] facilities capital cost of money) and a increase in target incentive fee of [REDACTED] which is [REDACTED] target cost less facilities capital cost of money.

(b)(4)

Target Cost	[REDACTED]
Target Fee	[REDACTED]
Total	\$1,500,000

**IMPLEMENTATION OF AND EXPLANATION OF THE RELATIONSHIP OF THE LIMITATION OF FUNDS (LOF) CLAUSE TO FEE OBLIGATIONS, subparagraph c., is revised to read as follows:**

SUBCLIN 0017AA :

	<u>PRIOR</u>	<u>THIS MODIFICATION</u>	<u>CUMULATIVE TOTAL*</u>
(1) Amount Required for Full Funding, Including Fee:	\$ 1,588,455,486	\$ 0	\$ 1,588,455,486
(2) Amount Allotted Under the LOF Clause for Payment of Costs:	[REDACTED]	[REDACTED]	[REDACTED]
(3) Amount Separately Obligated for Payment of Fee:	[REDACTED]	[REDACTED]	[REDACTED]
(4) Total Amount Allotted and Obligated:	\$ 977,227,502	\$1,500,000	\$ 978,727,502
(5) Net Amount Required for Full Funding	\$ 611,227,984	(\$1,500,000)	\$ 609,727,984

(b)(4)

\* These figures take into consideration the negotiated total value of SubCLIN 0017AA (This does not include SubCLIN 17AH)

SUBCLIN 002502:

LM: 21 9 2040 5L 5L68 P172419E555L 255Y 4M9J730200 S01021 4M9J730200/94MJLE/4M5 (CIN 00000000000000000000000000000000) was increased by \$167,500.00 from \$1,227,200.00 to \$1,394,700.00

Target Cost, Target Fee, and Total for the above \$167,500 increase is distributed as follows and includes a target cost of [REDACTED] of facilities capital cost of money) and a target incentive fee of [REDACTED] which is [REDACTED] of target cost less facilities capital cost of money.

(b)(4)

001762

Target Cost	[REDACTED]
Target Fee	[REDACTED]
Total	\$167,500

(b)(4)

IMPLEMENTATION OF AND EXPLANATION OF THE RELATIONSHIP OF THE LIMITATION OF FUNDS (LOF) CLAUSE TO FEE OBLIGATIONS, is revised as follows:

SUBCLIN 0025 :

	<u>PRIOR</u>	<u>THIS MODIFICATION</u>	<u>CUMULATIVE TOTAL</u>
(1) Amount Required for Full Funding, Including Fee:	\$6,718,379	\$ 0	\$6,718,379
(2) Amount Allotted Under the LOF Clause for Payment of Costs:	[REDACTED]	[REDACTED]	[REDACTED]
(3) Amount Separately Obligated for Payment of Fee:	[REDACTED]	[REDACTED]	[REDACTED]
(4) Total Amount Allotted and Obligated:	\$2,401,050	\$167,500	\$2,568,550
(5) Net Amount Required for Full Funding	\$4,317,329	(\$167,500)	\$4,149,829

(b)(4)

2. SECTION H – SPECIAL CONTRACT REQUIREMENTS

INCREMENTAL FUNDING OF THE CONTRACT, is revised as follows:

Pursuant to the LIMITATION OF FUNDS clause, the sum of \$2,568,550 is presently allotted to CLIN 0025 and available for payment to cover the work to be performed hereunder.

2. The following is an update to Modification P00190 showing a summary of funding by ACRN through Modification P00191:

<u>ACRN</u>	<u>FUNDING</u>
AA	440,100.00
AB	2,298,235.00
AC	17,832,987.00
AD	0.00
AE	7,500,000.00
AF	3,300,000.00
AG	17,192,400.00
AH	700,000.00
AJ	200,000.00
AK	85,000.00
AL	45,000.00
AM	17,045,000.00
AN	5,800.00
AP	20,779,000.00
AQ	105,000.00
AR	35,000.00
AS	0.00
AT	6,984,678.52
AU	7,970,000.00

001763

AV	0.00
AW	100,000.00
AX	3,396,000.00
AY	550,000.00
AZ	19,412,000.00
BA	24,527,878.00
BB	146,000.00
BC	72,000.00
BD	85,000.00
BE	100,000.00
BF	100,000.00
BG	1,975,321.00
BH	38,018,908.00
BJ	8,023,110.00
BK	260,000.00
BL	0.00
BM	125,000.00
BN	103,000.00
BP	10,352,348.00
BU	350,000.00
BV	9,000.00
BW	84,896,852.00
BX	1,146,000.00
BY	3,880,000.00
BZ	190,000.00
KL	118,250.00
KM	192,793,000.00
KN	0.00
KQ	92,811.00
KR	0.00
KS	0.00
KT	386,377,998.00
KU	2,203,183.00
KV	65,000.00
KW	20,000.00
KX	60,000.00
KY	25,000.00
KZ	25,000.00
LA	13,508.00
LB	12,500.00
LC	200,000.00
LD	7,943,848.00
LE	1,173,850.00
LF	10,000.00
LG	62,000.00
LH	400,000.00
LJ	7,476.00
LK	<b>\$280,770,601.00</b>
LL	\$173,798.00
LM	<b>\$1,394,700.00</b>

001764

LN	\$630,061.00
LP	\$83,200.00
LQ	\$235,566.00
LR	\$125,000.00
LS	\$6,069,616.00
LT	\$530,377.00
LU	\$9,100,000.00
LV	\$1,957,265.00
LW	\$255,567.00
LX	\$68,000.00

3. The following is an update to Modification P00190 showing a summary of funding by CLIN by ACRN through Modification P00191:

<u>CLIN</u>	<u>ACRN</u>	<u>FUNDING AMT</u>	<u>CLIN TOTAL</u>
CLIN 0001	AA	440,100.00	
CLIN 0001	AD	0.00	
			<u>440,100.00</u>
CLIN 0003	AB	2,298,235.00	
CLIN 0003	AC	17,832,987.00	
CLIN 0003	AD	0.00	
CLIN 0003	AE	7,500,000.00	
CLIN 0003	AF	3,300,000.00	
CLIN 0003	AG	17,192,400.00	
CLIN 0003	AH	700,000.00	
CLIN 0003	AM	17,045,000.00	
CLIN 0003	AN	5,800.00	
CLIN 0003	AP	20,779,000.00	
CLIN 0003	AS	0.00	
CLIN 0003	AT	6,984,678.52	
CLIN 0003	AW	100,000.00	
CLIN 0003	AY	550,000.00	
			<u>94,288,100.52</u>
CLIN 0005	BA	24,527,878.00	
CLIN 0005	BB	146,000.00	
CLIN 0005	BC	72,000.00	
CLIN 0005	BD	85,000.00	
CLIN 0005	BE	100,000.00	
CLIN 0005	BF	100,000.00	
CLIN 0005	BG	1,975,321.00	
CLIN 0005	BH	38,018,908.00	
CLIN 0005	BL	0.00	
CLIN 0005	BZ	0.00	
			<u>65,025,107.00</u>

001765

CLIN 0007AA	BP	10,352,348.00	
			<u>10,352,348.00</u>
CLIN 0009AA	AQ	45,106.00	
CLIN 0009AA	AV	0.00	
CLIN 0009AA	BK	256,545.00	
CLIN 0009AA	BM	125,000.00	
CLIN 0009AA	BN	21,315.00	
			<u>447,966.00</u>
CLIN 0009AB	AJ	200,000.00	
CLIN 0009AB	AK	85,000.00	
CLIN 0009AB	AL	45,000.00	
CLIN 0009AB	AQ	59,894.00	
CLIN 0009AB	AR	35,000.00	
CLIN 0009AB	BK	3,455.00	
CLIN 0009AB	BN	81,685.00	
CLIN 0009AB	BU	350,000.00	
CLIN 0009AB	BV	9,000.00	
			<u>869,034.00</u>
CLIN 0013	AU	7,970,000.00	
CLIN 0013	AX	3,396,000.00	
CLIN 0013	AY	0.00	
CLIN 0013	AZ	19,412,000.00	
CLIN 0013	BJ	8,023,110.00	
			<u>38,801,110.00</u>
CLIN 0017	BW	0.00	
CLIN 0017	KM	0.00	
			<u>0.00</u>
CLIN 0017AA	BY	3,880,000.00	
CLIN 0017AA	BX	1,146,000.00	
CLIN 0017AA	BW	84,896,852.00	
CLIN 0017AA	BZ	0.00	
CLIN 0017AA	KM	192,793,000.00	
CLIN 0017AA	KN	0.00	
CLIN 0017AA	KQ	66,151.00	
CLIN 0017AA	KS	0.00	
CLIN 0017AA	KT	386,204,200.00	
CLIN 0017AA	KU	2,203,183.00	
CLIN 0017AA	KY	0.00	
CLIN 0017AA	LC	200,000.00	
CLIN 0017AA	LD	7,943,648.00	
CLIN 0017AA	LE	0.00	
CLIN 0017AA	LH	400,000.00	

001766

CLIN 0017AA	LJ	7,476.00	
<b>CLIN 0017AA</b>	<b>LK</b>	<b>280,770,601.00</b>	
CLIN 0017AA	LQ	235,566.00	
CLIN 0017AA	LS	6,069,616.00	
CLIN 0017AA	LT	530,377.00	
CLIN 0017AA	LU	\$9,100,000.00	
CLIN 0017AA	LV	\$1,957,265.00	
CLIN 0017AA	LW	\$255,567.00	
CLIN 0017AA	LX	\$68,000.00	
			<b>978,727,502.00</b>
<hr/>			
CLIN 0017AB	KL	118,250.00	
			<b>118,250.00</b>
<hr/>			
CLIN 0017AC	BZ	190,000.00	
			<b>190,000.00</b>
<hr/>			
CLIN 0017AD	KN	0.00	
CLIN 0017AD	KS	0.00	
			<b>0.00</b>
<hr/>			
CLIN 0017AE	LL	173,798.00	
			<b>173,798.00</b>
<hr/>			
CLIN 0017AH	KT	173,798.00	
			<b>173,798.00</b>
<hr/>			
CLIN 0020AA	KN	0.00	
CLIN 0020AA	KQ	26,660.00	
			<b>26,660.00</b>
<hr/>			
CLIN 0021AA	KW	0.00	
			<b>0.00</b>
<hr/>			
CLIN 0021AB	KV	0.00	
CLIN 0021AB	LB	0.00	
CLIN 0021AB	KX	0.00	
CLIN 0021AB	KY	0.00	
			<b>0.00</b>
<hr/>			
CLIN 0021AC	KZ	0.00	
CLIN 0021AC	LA	0.00	
			<b>0.00</b>
<hr/>			

001767

CLIN 0022	KW	0.00	<u>0.00</u>
CLIN 0023	KX	60,000.00	
CLIN 0023	KY	25,000.00	
CLIN 0023	KV	65,000.00	
CLIN 0023	LB	12,500.00	
CLIN 0023	LF	10,000.00	
CLIN 0023	LR	\$125,000.00	<u>297,500.00</u>
CLIN 0024	LA	13,508.00	
CLIN 0024	LG	62,000.00	
CLIN 0024	KZ	25,000.00	
CLIN 0024	KW	20,000.00	
CLIN 0024	LP	83,200.00	<u>203,708.00</u>
CLIN 0025	LE	1,173,850.00	
CLIN 0025	LM	1,394,700.00	<u>2,568,550.00</u>
CLIN 0026	LN	630,061.00	<u>630,061.00</u>

(End of Summary of Changes)

001768

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

I. CONTRACT ID CODE: **V** PAGE OF PAGES: **1 | 2**

2. AMENDMENT/MODIFICATION NO. <b>P00192</b>	3. EFFECTIVE DATE <b>25 AUG 09</b>	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY LEONARD STRAT [Redacted] AL 3837	CODE <b>WS113M</b>	7. ADMINISTERED BY (Other than item 6) DCMA RAYTHEON 80 APPLE HILL DRIVE BMS T2FR2 TEMPLETON MA 01878	CODE <b>S2205A</b>

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) RAYTHEON COMPANY 880 LOWELL ST. ANDOVER MA 01810-4103	9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED (SEE ITEM 11)
	X 10A. MOD. OF CONTRACT/ORDER NO. DAAG00-98-C-0001
	X 10B. DATED (SEE ITEM 13) 30-Jan-1998

CODE: **05718** FACILITY CODE:

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of offer  is extended,  is not extended.

Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:  
 (a) By completing items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF FAR 43.103(a)(3), Mutual Agreement of the Parties.
D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor  is not,  is required to sign this document and return **1** copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
 Modification Control Number: [Redacted]  
 To extend the period of performance for CLIN 0023 and CLIN 0024 to 31 March 2010 at no additional cost to the government.

(b)(6)

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

15. NAME AND TITLE OF SIGNER (Type or print) [Redacted]	16. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) [Redacted]
15B. DATE SIGNED <b>8-25-09</b>	16B. DATE SIGNED <b>25 Aug 09</b> (b)(6)

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SECTION SF 30 BLOCK 14 CONTINUATION PAGE

**SUMMARY OF CHANGES**

SECTION H - SPECIAL CONTRACT REQUIREMENTS

The following have been modified:

EXERCISE OF OPTION (Applicable to CLINs 0023 and 0024):

CLINs 0023 and 0024 of this contract may be incrementally exercised, at the unilateral option of the Government, at any time during the period of performance through **31 March 2010**, up to the DPPH amount set forth in Section B of the contract.

(End of Summary of Changes)

001770

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			1. CONTRACT ID CODE <b>V</b>	PAGE OF PAGES <b>1   2</b>
2. AMENDMENT/MODIFICATION NO. <b>J193</b>		3. EFFECTIVE DATE <b>25-Sep-2009</b>		4. REQUISITION/PURCHASE REQ. NO.
5. PROJECT NO. (If applicable)		6. ISSUED BY <b>USASMDCARSTRAT</b> <b>HUNTSVILLE AL 35807-</b> <span style="border: 1px solid red; padding: 2px;">(b)(6)</span>		
7. ADMINISTERED BY (If other than item 6) <b>DCMA RAYTHEON</b> <b>30 APPLE HILL DRIVE</b> <b>M/S T2FR2</b> <b>TEMPLESBURY MA 01878</b>		CODE <b>S2205A</b>		
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) <b>RAYTHEON COMPANY</b> <b>390 LOWELL ST.</b> <b>ANDOVER MA 01810-4400</b>				9A. AMENDMENT OF SOLICITATION NO.
				9B. DATED (SEE ITEM 11)
				<input checked="" type="checkbox"/> 10A. MOD. OF CONTRACT/ORDER NO. <b>DASG60-98-C-0001</b>
				<input checked="" type="checkbox"/> 10B. DATED (SEE ITEM 13) <b>30-Jan-1998</b>
CODE <b>05716</b>		FACILITY CODE		
<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>				
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.				
12. ACCOUNTING AND APPROPRIATION DATA (If required)				
<b>13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS</b> IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.				
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.				
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).				
<input checked="" type="checkbox"/> C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: <b>Incentive Fee Clause for CLIN 0026; FAR 52.232-22, "Limitation of Funds"</b>				
D. OTHER (Specify type of modification and authority)				
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.				
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: <span style="background-color: black; color: black;">XXXXXXXXXX</span> To make adjustments to cost and fee to account for the underrun experienced on CLIN 0026. <span style="float: right;">(b)(6)</span>				
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.				
15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) <span style="float: right;">(b)(6)</span>		
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA
(Signature of person authorized to sign)		BY <span style="background-color: black; color: black;">XXXXXXXXXX</span>		16C. DATE SIGNED <b>25-Sep-2009</b> <span style="float: right;">(b)(6)</span>
		(Signature of Contracting Officer)		

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

1. SECTION A - SOLICITATION/CONTRACT FORM

The total cost of this contract was decreased by \$465,784.00 from \$1,811,943,450.00 to \$1,811,477,666.00. (NOTE: This decrease is due to an underrun experienced on CLIN 0026.)

2. SECTION B - SUPPLIES OR SERVICES AND PRICES

CLIN 0026

The target cost has decreased by [REDACTED] from [REDACTED] to [REDACTED]  
 The target profit/fee has increased by [REDACTED] from [REDACTED] to [REDACTED]  
 The total cost of this line item has decreased by \$465,784.00 from \$1,095,845.00 to \$630,061.00.

(b)(4)

3. SECTION G - CONTRACT ADMINISTRATION DATA

IMPLEMENTATION OF AND EXPLANATION OF THE RELATIONSHIP OF THE LIMITATION OF FUNDS (LOF) CLAUSE TO FEE OBLIGATIONS, is revised as follows:

CLIN 0026 :

	<u>PRIOR</u>	<u>THIS MODIFICATION</u>	<u>CUMULATIVE TOTAL</u>
(1) Amount Required for Full Funding, Including Fee:	\$1,095,845	(\$465,784)	\$630,061
(2) Amount Allotted Under the LOF Clause for Payment of Costs:	[REDACTED]	[REDACTED]	[REDACTED]
(3) Amount Separately Obligated for Payment of Fee:	[REDACTED]	[REDACTED]	[REDACTED]
(4) Total Amount Allotted and Obligated:	\$ 630,061	\$ 0	\$630,061
(5) Net Amount Required for Full Funding	\$ 465,784	(\$465,784)	\$ 0

(b)(4)

\*Allotted funds in the amount of \$30,034 have been transferred from cost to fee to account for the underrun experienced on CLIN 0026. In accordance with the contract incentive fee clause for CLIN 0026, the share ratio for an underrun is [REDACTED], therefore, the contractor earned [REDACTED] of the amount by which the total allowable cost was less than the target cost until the established maximum fee of \$ [REDACTED] was reached.

(b)(4)

(End of Summary of Changes)

001772

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

1. CONTRACT ID CODE: **V** PAGE OF PAGES: **1** | **8**

2. AMENDMENT/MODIFICATION NO.: **J194** 3. EFFECTIVE DATE: **06-Oct-2009** 4. REQUISITION/PURCHASE REQ. NO.: 5. PROJECT NO. (If applicable):

6. ISSUED BY: **USARMDC/ARSTRAT** CODE: **W9113M** 7. ADMINISTERED BY (If other than item 6): CODE: **S2205A**  
 HUNTSVILLE AL 35894-1000 (b)(6)  
 DCMA RAYTHEON  
 50 APPLE HILL DRIVE  
 M/S T2FR2  
 TEMSBURY MA 01876

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code):  
**RAYTHEON COMPANY**  
**360 LOWELL ST.**  
**ANDOVER MA 01810-4400**

9A. AMENDMENT OF SOLICITATION NO.:  
 9B. DATED (SEE ITEM 11):  
 X 10A. MOD. OF CONTRACT/ORDER NO.: **DASG60-98-C-0001**  
 10B. DATED (SEE ITEM 13):  
 X **30-Jan-1998**

CODE **05716** FACILITY CODE

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer  is extended,  is not extended.  
 Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:  
 (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted;  
 or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)  
**See Schedule**

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.  
 B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).  
 C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:  
 X D. OTHER (Specify type of modification and authority)  
**UNILATERAL: FAR 52.232-22, "Limitation of Funds"**  
 E. IMPORTANT: Contractor  is not,  is required to sign this document and return \_\_\_\_\_ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
 Modification Control Number: (b)(6)  
**To increase incremental funding for SubCLN0017AA in the amount of \$23,000,000.**

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

15A. NAME AND TITLE OF SIGNER (Type or print): 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print): (b)(6)  
 TEL: EMAIL:  
 15B. CONTRACTOR/OFFEROR: 15C. DATE SIGNED: 16B. UNITED STATES OF AMERICA: 16C. DATE SIGNED: (b)(6)  
 (Signature of person authorized to sign) BY: (Signature of Contracting Officer) **06-Oct-2009**

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

**SUMMARY OF CHANGES**

1. SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by \$23,000,000.00 from \$1,193,333,592.52 to \$1,216,333,592.52.

SUBCLIN 0017AA:

LY: 21 0 2040 5L 5L68 P172419E555L 255Y 4M0J730000 S01021 4M0J730000/04MJLE/4M5 was increased by \$23,000,000.00 from \$0.00 to \$23,000,000.00  
The contract ACRN LY has been added.

Target Cost, Target Fee, and Total for the above increase of \$23,000,000 is distributed as follows and includes a increase in target cost of [REDACTED] (cost and [REDACTED] (facilities capital cost of money) and a increase in target incentive fee of [REDACTED] which is [REDACTED] target cost less facilities capital cost of money.

(b)(4)

Target Cost	[REDACTED]
Target Fee	[REDACTED]
Total	\$23,000,000

IMPLEMENTATION OF AND EXPLANATION OF THE RELATIONSHIP OF THE LIMITATION OF FUNDS (LOF) CLAUSE TO FEE OBLIGATIONS, subparagraph c., is revised to read as follows:

SUBCLIN 0017AA :

	<u>PRIOR</u>	<u>THIS MODIFICATION</u>	<u>CUMULATIVE TOTAL*</u>
(1) Amount Required for Full Funding, Including Fee:	\$ 1,588,455,486	\$ 0	\$ 1,588,455,486
(2) Amount Allotted Under the LOF Clause for Payment of Costs:	[REDACTED]	[REDACTED]	[REDACTED]
(3) Amount Separately Obligated for Payment of Fee:	[REDACTED]	[REDACTED]	[REDACTED]
(4) Total Amount Allotted and Obligated:	\$ 978,727,502	\$23,000,000	\$1,001,727,502
(5) Net Amount Required for Full Funding	\$ 609,727,984	(\$23,000,000)	\$ 586,727,984

(b)(4)

\* These figures take into consideration the negotiated total value of SubCLIN 0017AA (This does not include SubCLIN 17AH)

2. The following is an update to Modification P00191 showing a summary of funding by ACRN through Modification P00194:

<u>ACRN</u>	<u>FUNDING</u>
AA	440,100.00

001774

AB	2,298,235.00
AC	17,832,987.00
AD	0.00
AE	7,500,000.00
AF	3,300,000.00
AG	17,192,400.00
AH	700,000.00
AJ	200,000.00
AK	85,000.00
AL	45,000.00
AM	17,045,000.00
AN	5,800.00
AP	20,779,000.00
AQ	105,000.00
AR	35,000.00
AS	0.00
AT	6,984,678.52
AU	7,970,000.00
AV	0.00
AW	100,000.00
AX	3,396,000.00
AY	550,000.00
AZ	19,412,000.00
BA	24,527,878.00
BB	146,000.00
BC	72,000.00
BD	85,000.00
BE	100,000.00
BF	100,000.00
BG	1,975,321.00
BH	38,018,908.00
BJ	8,023,110.00
BK	260,000.00
BL	0.00
BM	125,000.00
BN	103,000.00
BP	10,352,348.00
BU	350,000.00
BV	9,000.00
BW	84,896,852.00
BX	1,146,000.00
BY	3,880,000.00
BZ	190,000.00
KL	118,250.00
KM	192,793,000.00
KN	0.00
KQ	92,811.00
KR	0.00
KS	0.00
KT	386,377,998.00

001775

KU	2,203,183.00
KV	65,000.00
KW	20,000.00
KX	60,000.00
KY	25,000.00
KZ	25,000.00
LA	13,508.00
LB	12,500.00
LC	200,000.00
LD	7,943,648.00
LE	1,173,850.00
LF	10,000.00
LG	62,000.00
LH	400,000.00
LJ	7,476.00
LK	\$280,770,601.00
LL	\$173,798.00
LM	\$1,394,700.00
LN	\$630,061.00
LP	\$83,200.00
LQ	\$235,566.00
LR	\$125,000.00
LS	\$6,069,616.00
LT	\$530,377.00
LU	\$9,100,000.00
LV	\$1,957,265.00
LW	\$255,567.00
LX	\$68,000.00
LY	\$23,000,000.00

3. The following is an update to Modification P00191 showing a summary of funding by CLIN by ACRN through Modification P00194:

<u>CLIN</u>	<u>ACRN</u>	<u>FUNDING AMT</u>	<u>CLIN TOTAL</u>
CLIN 0001	AA	440,100.00	
CLIN 0001	AD	0.00	
			<u>440,100.00</u>
CLIN 0003	AB	2,298,235.00	
CLIN 0003	AC	17,832,987.00	
CLIN 0003	AD	0.00	
CLIN 0003	AE	7,500,000.00	
CLIN 0003	AF	3,300,000.00	
CLIN 0003	AG	17,192,400.00	
CLIN 0003	AH	700,000.00	
CLIN 0003	AM	17,045,000.00	
CLIN 0003	AN	5,800.00	
CLIN 0003	AP	20,779,000.00	

001776

CLIN 0003	AS	0.00
CLIN 0003	AT	6,984,678.52
CLIN 0003	AW	100,000.00
CLIN 0003	AY	550,000.00
		94,288,100.52

CLIN 0005	BA	24,527,878.00
CLIN 0005	BB	146,000.00
CLIN 0005	BC	72,000.00
CLIN 0005	BD	85,000.00
CLIN 0005	BE	100,000.00
CLIN 0005	BF	100,000.00
CLIN 0005	BG	1,975,321.00
CLIN 0005	BH	38,018,908.00
CLIN 0005	BL	0.00
CLIN 0005	BZ	0.00
		65,025,107.00

CLIN 0007AA	BP	10,352,348.00
		10,352,348.00

CLIN 0009AA	AQ	45,106.00
CLIN 0009AA	AV	0.00
CLIN 0009AA	BK	256,545.00
CLIN 0009AA	BM	125,000.00
CLIN 0009AA	BN	21,315.00
		447,966.00

CLIN 0009AB	AJ	200,000.00
CLIN 0009AB	AK	85,000.00
CLIN 0009AB	AL	45,000.00
CLIN 0009AB	AQ	59,894.00
CLIN 0009AB	AR	35,000.00
CLIN 0009AB	BK	3,455.00
CLIN 0009AB	BN	81,685.00
CLIN 0009AB	BU	350,000.00
CLIN 0009AB	BV	9,000.00
		869,034.00

CLIN 0013	AU	7,970,000.00
CLIN 0013	AX	3,396,000.00
CLIN 0013	AY	0.00
CLIN 0013	AZ	19,412,000.00
CLIN 0013	BJ	8,023,110.00
		38,801,110.00

CLIN 0017	BW	0.00
		001777

CLIN 0017	KM	0.00	<u>0.00</u>
CLIN 0017AA	BY	3,880,000.00	
CLIN 0017AA	BX	1,146,000.00	
CLIN 0017AA	BW	84,896,852.00	
CLIN 0017AA	BZ	0.00	
CLIN 0017AA	KM	192,793,000.00	
CLIN 0017AA	KN	0.00	
CLIN 0017AA	KQ	66,151.00	
CLIN 0017AA	KS	0.00	
CLIN 0017AA	KT	386,204,200.00	
CLIN 0017AA	KU	2,203,183.00	
CLIN 0017AA	KY	0.00	
CLIN 0017AA	LC	200,000.00	
CLIN 0017AA	LD	7,943,648.00	
CLIN 0017AA	LE	0.00	
CLIN 0017AA	LH	400,000.00	
CLIN 0017AA	LJ	7,476.00	
CLIN 0017AA	LK	280,770,601.00	
CLIN 0017AA	LQ	235,566.00	
CLIN 0017AA	LS	6,069,616.00	
CLIN 0017AA	LT	530,377.00	
CLIN 0017AA	LU	\$9,100,000.00	
CLIN 0017AA	LV	\$1,957,265.00	
CLIN 0017AA	LW	\$255,567.00	
CLIN 0017AA	LX	\$68,000.00	
CLIN 0017AA	LY	\$23,000,000.00	
			<u>1,001,727,502.00</u>
CLIN 0017AB	KL	118,250.00	<u>118,250.00</u>
CLIN 0017AC	BZ	190,000.00	<u>190,000.00</u>
CLIN 0017AD	KN	0.00	
CLIN 0017AD	KS	0.00	
			<u>0.00</u>
CLIN 0017AE	LL	173,798.00	173,798.00
CLIN 0017AH	KT	173,798.00	

001778

			<u>173,798.00</u>
CLIN 0020AA	KN	0.00	
CLIN 0020AA	KQ	26,660.00	
			<u>26,660.00</u>
CLIN 0021AA	KW	0.00	
			<u>0.00</u>
CLIN 0021AB	KV	0.00	
CLIN 0021AB	LB	0.00	
CLIN 0021AB	KX	0.00	
CLIN 0021AB	KY	0.00	
			<u>0.00</u>
CLIN 0021AC	KZ	0.00	
CLIN 0021AC	LA	0.00	
			<u>0.00</u>
CLIN 0022	KW	0.00	
			<u>0.00</u>
CLIN 0023	KX	60,000.00	
CLIN 0023	KY	25,000.00	
CLIN 0023	KV	65,000.00	
CLIN 0023	LB	12,500.00	
CLIN 0023	LF	10,000.00	
CLIN 0023	LR	\$125,000.00	
			<u>297,500.00</u>
CLIN 0024	LA	13,508.00	
CLIN 0024	LG	62,000.00	
CLIN 0024	KZ	25,000.00	
CLIN 0024	KW	20,000.00	
CLIN 0024	LP	83,200.00	
			<u>203,708.00</u>
CLIN 0025	LE	1,173,850.00	
CLIN 0025	LM	1,394,700.00	
			<u>2,568,550.00</u>
CLIN 0026	LN	630,061.00	
			<u>630,061.00</u>

(End of Summary of Changes)

001779

001780

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

1. CONTRACT ID CODE: **V** PAGE OF PAGES: **1** | **7**

2. AMENDMENT/MODIFICATION NO.: **0195** 3. EFFECTIVE DATE: **04-Nov-2009** 4. REQUISITION/PURCHASE REQ. NO.: [ ] 5. PROJECT NO. (If applicable): [ ]

6. ISSUED BY: [ ] CODE: **W9113M** 7. ADMINISTERED BY (If other than item 6): CODE: **S2205A**  
 DCMA RAYTHEON  
 50 APPLE HILL DRIVE  
 M/S T3FR2  
 TBAKSBURY MA 01878

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code):  
 RAYTHEON COMPANY  
 350 LOWELL ST.  
 ANDOVER MA 01810-4400

9A. AMENDMENT OF SOLICITATION NO.: [ ]  
 9B. DATED (SEE ITEM 11): [ ]  
 X 10A. MOD. OF CONTRACT/ORDER NO.: **DASG80-98-C-0001**  
 X 10B. DATED (SEE ITEM 13): **30-Jan-1998**

CODE **05716** FACILITY CODE [ ]

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer  is extended,  is not extended.

Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:  
 (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACES DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)  
**See Schedule**

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

X D. OTHER (Specify type of modification and authority)  
**UNILATERAL: FAR 52.232-22, "Limitation of Funds"**

E. IMPORTANT: Contractor  is not,  is required to sign this document and return \_\_\_\_\_ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
 Modification Control Number: [ ]  
**To increase incremental funding for SubCLIN 0017AA in the amount of \$23,000,000.**

(b)(6)

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

15A. NAME AND TITLE OF SIGNER (Type or print): [ ] 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print): [ ]  
 TEL: [ ] EMAIL: [ ]

15B. CONTRACTOR/OFFEROR: [ ] 15C. DATE SIGNED: [ ] 16B. UNITED STATES OF AMERICA BY: [ ] 16C. DATE SIGNED: **04-Nov-2009**

(Signature of person authorized to sign) (Signature of Contracting Officer)

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

**SUMMARY OF CHANGES**

I. SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by \$23,000,000.00 from \$1,216,333,592.52 to \$1,239,333,592.52.

SUBCLIN 0017AA:

LY: 21 0 2040 5L 5L68 P172419E555L 255Y 4M0J730000 S01021 4M0J730000/04MJLE/4M5 was increased by \$23,000,000.00 from \$23,000,000.00 to \$46,000,000.00

Target Cost, Target Fee, and Total for the above increase of \$23,000,000 is distributed as follows and includes a increase in target cost of [redacted] of cost and [redacted] facilities capital cost of money) and a increase in target incentive fee of [redacted] which is [redacted] target cost less facilities capital cost of money. (b)(4)

Target Cost	[redacted]
Target Fee	[redacted]
Total	\$23,000,000

IMPLEMENTATION OF AND EXPLANATION OF THE RELATIONSHIP OF THE LIMITATION OF FUNDS (LOF) CLAUSE TO FEE OBLIGATIONS, subparagraph c., is revised to read as follows:

SUBCLIN 0017AA :

	<u>PRIOR</u>	<u>THIS MODIFICATION</u>	<u>CUMULATIVE TOTAL*</u>
(1) Amount Required for Full Funding, Including Fee:	\$ 1,588,455,486	\$ 0	\$ 1,588,455,486
(2) Amount Allotted Under the LOF Clause for Payment of Costs:	[redacted]	[redacted]	[redacted]
(3) Amount Separately Obligated for Payment of Fee:	[redacted]	[redacted]	[redacted]
(4) Total Amount Allotted and Obligated:	\$ 1,001,727,502	\$23,000,000	\$1,024,727,502
(5) Net Amount Required for Full Funding	\$ 586,727,984	(\$23,000,000)	\$ 563,727,984

\* These figures take into consideration the negotiated total value of SubCLIN 0017AA (This does not include SubCLIN 17AH)

2. The following is an update to Modification P00194 showing a summary of funding by ACRN through Modification P00195:

<u>ACRN</u>	<u>FUNDING</u>
AA	440,100.00
AB	2,298,235.00

001782

AC	17,832,987.00
AD	0.00
AE	7,500,000.00
AF	3,300,000.00
AG	17,192,400.00
AH	700,000.00
AJ	200,000.00
AK	85,000.00
AL	45,000.00
AM	17,045,000.00
AN	5,800.00
AP	20,779,000.00
AQ	105,000.00
AR	35,000.00
AS	0.00
AT	6,984,678.52
AU	7,970,000.00
AV	0.00
AW	100,000.00
AX	3,396,000.00
AY	550,000.00
AZ	19,412,000.00
BA	24,527,878.00
BB	146,000.00
BC	72,000.00
BD	85,000.00
BE	100,000.00
BF	100,000.00
BG	1,975,321.00
BH	38,018,908.00
BJ	8,023,110.00
BK	260,000.00
BL	0.00
BM	125,000.00
BN	103,000.00
BP	10,352,348.00
BU	350,000.00
BV	9,000.00
BW	84,896,852.00
BX	1,146,000.00
BY	3,880,000.00
BZ	190,000.00
KL	118,250.00
KM	192,793,000.00
KN	0.00
KQ	92,811.00
KR	0.00
KS	0.00
KT	386,377,998.00
KU	2,203,183.00

001783

KV	65,000.00
KW	20,000.00
KX	80,000.00
KY	25,000.00
KZ	25,000.00
LA	13,508.00
LB	12,500.00
LC	200,000.00
LD	7,943,648.00
LE	1,173,850.00
LF	10,000.00
LG	62,000.00
LH	400,000.00
LJ	7,476.00
LK	\$280,770,801.00
LL	\$173,798.00
LM	\$1,394,700.00
LN	\$830,061.00
LP	\$83,200.00
LQ	\$235,566.00
LR	\$125,000.00
LS	\$6,069,616.00
LT	\$530,377.00
LU	\$9,100,000.00
LV	\$1,957,265.00
LW	\$255,587.00
LX	\$68,000.00
LY	\$46,000,000.00

3. The following is an update to Modification P00194 showing a summary of funding by CLIN by ACRN through Modification P00195:

<u>CLIN</u>	<u>ACRN</u>	<u>FUNDING AMT</u>	<u>CLIN TOTAL</u>
CLIN 0001	AA	440,100.00	
CLIN 0001	AD	0.00	
			<u>440,100.00</u>
CLIN 0003	AB	2,298,235.00	
CLIN 0003	AC	17,832,987.00	
CLIN 0003	AD	0.00	
CLIN 0003	AE	7,500,000.00	
CLIN 0003	AF	3,300,000.00	
CLIN 0003	AG	17,192,400.00	
CLIN 0003	AH	700,000.00	
CLIN 0003	AM	17,045,000.00	
CLIN 0003	AN	5,800.00	
CLIN 0003	AP	20,779,000.00	
CLIN 0003	AS	0.00	

001784

CLIN 0003	AT	6,984,678.52	
CLIN 0003	AW	100,000.00	
CLIN 0003	AY	550,000.00	
			<u>94,288,100.52</u>
CLIN 0005	BA	24,527,878.00	
CLIN 0005	BB	146,000.00	
CLIN 0005	BC	72,000.00	
CLIN 0005	BD	85,000.00	
CLIN 0005	BE	100,000.00	
CLIN 0005	BF	100,000.00	
CLIN 0005	BG	1,975,321.00	
CLIN 0005	BH	38,018,908.00	
CLIN 0005	BL	0.00	
CLIN 0005	BZ	0.00	
			<u>65,025,107.00</u>
CLIN 0007AA	BP	10,352,348.00	
			<u>10,352,348.00</u>
CLIN 0009AA	AQ	45,106.00	
CLIN 0009AA	AV	0.00	
CLIN 0009AA	BK	256,545.00	
CLIN 0009AA	BM	125,000.00	
CLIN 0009AA	BN	21,315.00	
			<u>447,966.00</u>
CLIN 0009AB	AJ	200,000.00	
CLIN 0009AB	AK	85,000.00	
CLIN 0009AB	AL	45,000.00	
CLIN 0009AB	AQ	59,894.00	
CLIN 0009AB	AR	35,000.00	
CLIN 0009AB	BK	3,455.00	
CLIN 0009AB	BN	81,685.00	
CLIN 0009AB	BU	350,000.00	
CLIN 0009AB	BV	9,000.00	
			<u>869,034.00</u>
CLIN 0013	AU	7,970,000.00	
CLIN 0013	AX	3,396,000.00	
CLIN 0013	AY	0.00	
CLIN 0013	AZ	19,412,000.00	
CLIN 0013	BJ	8,023,110.00	
			<u>38,801,110.00</u>
CLIN 0017	BW	0.00	
CLIN 0017	KM	0.00	

001785

			<u>0.00</u>
CLIN 0017AA	BY	3,880,000.00	
CLIN 0017AA	BX	1,146,000.00	
CLIN 0017AA	BW	84,896,852.00	
CLIN 0017AA	BZ	0.00	
CLIN 0017AA	KM	192,793,000.00	
CLIN 0017AA	KN	0.00	
CLIN 0017AA	KQ	66,151.00	
CLIN 0017AA	KS	0.00	
CLIN 0017AA	KT	386,204,200.00	
CLIN 0017AA	KU	2,203,183.00	
CLIN 0017AA	KY	0.00	
CLIN 0017AA	LC	200,000.00	
CLIN 0017AA	LD	7,943,648.00	
CLIN 0017AA	LE	0.00	
CLIN 0017AA	LH	400,000.00	
CLIN 0017AA	LJ	7,476.00	
CLIN 0017AA	LK	280,770,601.00	
CLIN 0017AA	LQ	235,566.00	
CLIN 0017AA	LS	6,069,616.00	
CLIN 0017AA	LT	530,377.00	
CLIN 0017AA	LU	\$9,100,000.00	
CLIN 0017AA	LV	\$1,957,265.00	
CLIN 0017AA	LW	\$255,567.00	
CLIN 0017AA	LX	\$68,000.00	
CLIN 0017AA	LY	\$46,000,000.00	
			<u>1,024,727,502.00</u>
CLIN 0017AB	KL	118,250.00	
			<u>118,250.00</u>
CLIN 0017AC	BZ	190,000.00	
			<u>190,000.00</u>
CLIN 0017AD	KN	0.00	
CLIN 0017AD	KS	0.00	
			<u>0.00</u>
CLIN 0017AE	LL	173,798.00	
			173,798.00
CLIN 0017AH	KT	173,798.00	
			<u>173,798.00</u>

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CLIN 0020AA	KN	0.00	
CLIN 0020AA	KQ	26,660.00	
			<u>26,660.00</u>
CLIN 0021AA	KW	0.00	
			<u>0.00</u>
CLIN 0021AB	KV	0.00	
CLIN 0021AB	LB	0.00	
CLIN 0021AB	KX	0.00	
CLIN 0021AB	KY	0.00	
			<u>0.00</u>
CLIN 0021AC	KZ	0.00	
CLIN 0021AC	LA	0.00	
			<u>0.00</u>
CLIN 0022	KW	0.00	
			<u>0.00</u>
CLIN 0023	KX	60,000.00	
CLIN 0023	KY	25,000.00	
CLIN 0023	KV	65,000.00	
CLIN 0023	LB	12,500.00	
CLIN 0023	LF	10,000.00	
CLIN 0023	LR	\$125,000.00	
			<u>297,500.00</u>
CLIN 0024	LA	13,508.00	
CLIN 0024	LG	62,000.00	
CLIN 0024	KZ	25,000.00	
CLIN 0024	KW	20,000.00	
CLIN 0024	LP	83,200.00	
			<u>203,708.00</u>
CLIN 0025	LE	1,173,850.00	
CLIN 0025	LM	1,394,700.00	
			<u>2,568,550.00</u>
CLIN 0026	LN	630,061.00	
			<u>630,061.00</u>

(End of Summary of Changes)

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AMENDMENT/MODIFICATION NO. **P00196** 3. EFFECTIVE DATE **05 NOV 09** 4. REQUISITION/PURCHASE REQ. NO. 5. PROJECT NO. (If applicable)

6. ISSUED BY CODE **WB113M** 7. ADMINISTERED BY (If other than item 6) CODE **S2205A**  
 URS/MDC/ABSTRAT (b)(6)  
 HUNTSVILLE AL 35897-3001  
 DCMA RAYTHEON  
 50 APPLE HILL DRIVE  
 MFS T2FR2  
 TEWKSBURY MA 01876

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)  
 RAYTHEON COMPANY  
 350 LOWELL ST.  
 ANDOVER MA 01810-4400

9A. AMENDMENT OF SOLICITATION NO.  
 9B. DATED (SEE ITEM 11)  
 X 10A. MOD. OF CONTRACT/ORDER NO. **DASG60-98-C-0001**  
 10B. DATED (SEE ITEM 13)  
 X **30-Jan-1998**

CODE **05716** FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS  
 The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of offer  is extended,  is not extended.  
 Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:  
 (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)  
 See Schedule

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS.  
 IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.  
 B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).  
 X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.232-22, "Limitation of Funds" and Changes Clause  
 D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor  is not,  is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
 Modification Control Number: [REDACTED] (b)(6)  
 To incorporate CLIN 0027 to provide support equipment to be used in the government System Integration Lab (SIL) for software performance analysis and independent software verification and validation. The delivery date for this equipment is August 2010.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as hereto be changed, remain unchanged and in full force and effect. (b)(6)

[REDACTED] (b)(6) 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) (b)(6)

[REDACTED] 15C. DATE SIGNED **5 Nov 2009** 16C. DATE SIGNED **5 Nov 09** (b)(6)

(Signature of person authorized to sign) BY (Signature of Contracting Officer)

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

1. SECTION A - SOLICITATION/CONTRACT FORM

The total cost of this contract was increased by \$1,751,384.00 from \$1,811,477,666.00 to \$1,813,229,050.00.

2. SECTION B - SUPPLIES OR SERVICES AND PRICES

CLIN 0027 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0027	System Integration Lab (SIL) Equipment CPIF				\$1,751,384.00
	<p>The contractor shall provide the support equipment included as an attachment in Section J for the government SIL located at Redstone Arsenal, Alabama. Delivery of the equipment is required by August 2010 and should be shipped to the following address: [REDACTED] RDMR-WDG-D, Building 5400, Redstone Arsenal, Alabama 35898. [REDACTED] servers procured should be shipped upon receipt and acceptance by the contractor and not held until all other material is procured and received. All equipment will be inspected and accepted by the government at destination (Redstone Arsenal, AL). Prior to shipment of the equipment, the contractor will provide the government with the name, telephone number, and address of the Raytheon representative who will be present during inspection and acceptance.</p> <p>FOB: Destination</p>				(b)(6) (b)(3)(A)(i)&Title 10 Sec 130 (a)(b)
				TARGET COST	[REDACTED] (b)(4)
				TARGET FEE	[REDACTED]
				TOTAL TGT COST + FEE	\$1,751,384.00*

\*This includes a target cost of [REDACTED] of cost and [REDACTED] facilities capital cost of money) and a target fee of [REDACTED] which is [REDACTED] of target cost less facilities capital cost of money. (b)(4)

SUBCLIN 002701 is added as follows:

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
02701	Funding for CLIN 00027 CPIF FOB: Destination				
				TARGET COST	[REDACTED] (b)(4)
				TARGET FEE	[REDACTED] (b)(4)
				TOTAL TGT COST + FEE	\$1,751,384.00
	ACRN LZ CIN: 00000000000000000000000000000000				\$1,751,384.00*

\*This includes a target cost of [REDACTED] of cost and [REDACTED] of facilities capital cost of money) and a target fee of [REDACTED] which is [REDACTED] of target cost less facilities capital cost of money. (b)(4)

The following Section B clauses are hereby added:

INCENTIVE FEE FOR CLIN 0027:

In accordance with FAR 52.216-7, entitled "Allowable Cost and Payments", and FAR 52.216-10, entitled "Incentive Fee", the total amount for reimbursement of cost and fee for performance under CLIN 0027 is set forth below:

Target Cost [REDACTED] (b)(4)  
Target Fee [REDACTED]

Incentive Arrangement: Maximum Fee: [REDACTED]  
Minimum Fee: [REDACTED]

(Share Ratio: Government/Contractor)

Underrun: [REDACTED] the amount by which the total allowable cost is less than the target cost until maximum fee is attained. (b)(4)

Overrun: [REDACTED] the amount by which the total allowable cost exceeds the target cost until minimum fee is attained.

FAR 52.216-10, INCENTIVE, paragraph (e)(1), is stated as follows:

(e) Fee Payable.

(1) The fee payable under this contract shall be the target fee increased by [REDACTED] cents for every dollar that the total allowable cost is less than the target cost or decreased by [REDACTED] cents for every dollar that the total allowable cost exceeds the target cost. In no event shall the fee be greater than [REDACTED] percent or less than [REDACTED] percent of the target cost. (b)(4)

TARGET COST, TARGET FEE, MINIMUM INCENTIVE FEE, MAXIMUM INCENTIVE FEE, AND INCENTIVE ARRANGEMENT FOR CLIN 0027:

CLIN 0027 - (JLENS System Integration Laboratory (SIL) Equipment

a. Target cost: [REDACTED] (b)(4)

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- b. Target fee: [REDACTED]
- c. Minimum incentive fee: [REDACTED]
- d. Maximum incentive fee: [REDACTED]
- e. Total target cost and target fee: **\$1,751,384**

(b)(4)

3. SECTION E - INSPECTION AND ACCEPTANCE

The following Acceptance/Inspection Schedule was added for CLIN 0027:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
Destination	Government	Destination	Government

4. SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by \$1,751,384.00 from \$1,239,333,592.52 to \$1,241,084,976.52.

SUBCLIN 002701:

Funding on SUBCLIN 002701 is initiated as follows:

ACRN: LZ

CIN: 00000000000000000000000000000000

Acctng Data: 21 9 2040 5L 5L68 P172419E555L 255Y 4M9J732300 S01021 4M9J732300/94MJLE/4M5

Increase: \$1,751,384.00

Total: \$1,751,384.00

Target Cost, Target Fee, and Total for the above \$1,751,384 is distributed as follows and includes a target cost of [REDACTED] of cost and [REDACTED] facilities capital cost of money) and a target incentive fee of [REDACTED] which is [REDACTED] of target cost less facilities capital cost of money.

(b)(4)

Target Cost	[REDACTED]
Target Fee	[REDACTED]
Total	\$1,751,384

IMPLEMENTATION OF AND EXPLANATION OF THE RELATIONSHIP OF THE LIMITATION OF FUNDS (LOF) CLAUSE TO FEE OBLIGATIONS, is revised to add the following:

CLIN 0027 :

	<u>PRIOR</u>	<u>THIS MODIFICATION</u>	<u>CUMULATIVE TOTAL</u>
(1) Amount Required for Full Funding, Including Fee:	\$ 0	\$1,751,384	\$1,751,384

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(2) Amount Allotted Under the LOF Clause for Payment of Costs:	[REDACTED]	[REDACTED]	[REDACTED]
(3) Amount Separately Obligated for Payment of Fee:	[REDACTED]	[REDACTED]	[REDACTED]
(4) Total Amount Allotted and Obligated:	\$ 0	\$1,751,384	\$1,751,384
(5) Net Amount Required for Full Funding	\$ 0	\$ 0	\$ 0

(b)(4)

5. SECTION H – SPECIAL CONTRACT REQUIREMENTS is revised as follows:

INCREMENTAL FUNDING OF THE CONTRACT, is revised to add the following:

Pursuant to the LIMITATION OF FUNDS clause, the sum of \$1,751,384 is presently allotted to CLIN 0027 and available for payment to cover the work to be performed hereunder .

INCENTIVE FEE STRUCTURE AND PAYMENT FOR CLIN 0027, JLENS System Integration Laboratory (SIL) Equipment, is added as follows:

a. General.

CLIN 0027, JLENS System Integration Laboratory (SIL) Equipment, is a cost-plus-incentive-fee (CPIF) line item with cost incentives as described below. The contract price amount of \$1,751,384 includes a target cost of [REDACTED] which includes [REDACTED] of cost and [REDACTED] facilities capital cost of money) and a target incentive fee of [REDACTED] which is [REDACTED] of target cost less facilities capital cost of money.

b. Cost Incentive.

- (1) The target fee payable under CLIN 0027 is [REDACTED] of the target cost less facilities capital cost of money [REDACTED] an amount equal to [REDACTED]
- (2) The maximum fee payable under CLIN 0027 is [REDACTED] of the target cost less facilities capital cost of money [REDACTED] an amount equal to [REDACTED]
- (3) The minimum fee payable under CLIN 0026 is [REDACTED] of the target cost less facilities capital cost of money [REDACTED] an amount equal to [REDACTED]
- (4) Fee will be adjusted for actual cost that is less than or more than the target cost stated above using a share ratio of [REDACTED] Government / [REDACTED] Contractor for actual costs less than the target cost, and a ratio of [REDACTED] Government / [REDACTED] Contractor for actual costs greater than the target cost.
- (5) Nothing stated in this clause shall take precedence over the clause 52.216-10, Incentive Fee, contained in this contract.

(b)(4)

6. SECTION J - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

The following have been modified:

<u>TITLE</u>	<u>DATE</u>	<u># OF PAGES</u>
Contract Security Classification Specification (DD Form 254), Revision 11 (Added per Modification P00187) (DD Form 254 mailed via US Postal Service)	14 May 2009	11

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JLENS Software Source Code Specifically Negotiated License, 04 Sep 08 8  
License Number JLENS-SWLA-01  
(Added per Modification P00166)

CLIN 0017:

JLENS System Development and Demonstration 30 Nov 06 - 37  
(SDD) Program Statement of Work (Revised by  
Revised 20 Feb 07  
Incorporating CSDR Plans dated 20 Febr 2007 in  
Appendix C per Modification P00136)

JLENS System Development and Demonstration Revised 06 Apr 09 38  
(SDD) Program Statement of Work  
(Added per Modification P00187)



March 08 1

(b)(3)(A)  
(i)&Title 10  
Sec 130 (a)(b)

Contract Data Requirements List (DD Form 1423) 01 Dec 06 63  
Exhibit A with Distribution List & Data Item  
Nos. B001 through B062  
(Replace Data Item Nos. B026 and B027, only  
Per Modification P00136)  
(Replace Data Item Nos. B048 and B049, only  
Per Modification P00143 & to add statement in  
Section A of Modification P00143)  
(Replace Data Item No. B033 only, per  
Modification P00161) Revised 05 Apr 07  
Revised 24 Oct 07  
Revised 11 Jul 08 1

Contract Data Requirements List (DD Form 1423) Revised 07 May 09 2  
Exhibit A, Data Item Nos. B001 and B014  
(Added per Modification P00187)

Contract Data Requirements List (DD Form 1423) Revised 20 Mar 09 60  
Exhibit A, Data Item Nos. B002 through B062 (less B014 )  
(Added per Modification P00187)

\*Added statement below to address weekends/Holidays: 24 October 07  
(In Mod P00143)

\*Per a mutual agreement between Raytheon and JLENS Product Office all Contract Data Requirements List (CDRL's) (DD Form 1423) are due on the next business day after the required due date if the due date falls on Saturday, Sunday or a Government Holiday. In addition, for any CDRL with a requirement to resubmit within 10 days or less after receipt of comments, where Raytheon receives the comments on a Friday, the timeframe for resubmittal will begin on the next business day. Statement added in Mod P00143 on 24 Oct. 2007.

GFE/GFP/GFS List for SDD 28 Nov 06 2  
Replaced with Rev. B List 15 Oct 07 6  
\*\*Add items below Revised 22 Oct 07  
For record-keeping purposes  
(Per Mod P00143)  
Replaced with Revision C List 09 Mar 09 12  
(Per Modification P00183)

001793

\*\*Per the [redacted] Raytheon is authorized rent free use on a non-interference use of the equipment listed below for utilization on JLENS Fire Control Radar Prime Contract DASG60-98-C-0001 for the period from 19 April 2007 through 30 September 2011.

(b)(3)(A)  
(i)&Title  
10 Sec 130  
(a)(b)

[redacted]

(b)(3)(A)  
(i)&Title  
10 Sec 130  
(a)(b)

[redacted]

[redacted]

Hereby added in Mod P00148 for tracking purposes:

Originated in Basic Contract:

Government Furnished Equipment - Spiral 1

20 Jun 03 1 List

(Spiral 1 Equipment Transferred to Government

25 Mar 07\* 34 pages

Contract DASG60-00-C-0091, DD Form 1149 (attached)

(Revised 21 Nov 07)\* 34 pages

(b)(6)

Gov't Technical POC: [redacted]

Ship to address:

(b)(3)(A)  
(i)&Title 10  
Sec 130 (a)(b)

[redacted]

\*NOTE: Items 1-1060 transferred to Contract DASG60-00-C-0091 per revised GFE list dated 21 Nov 07. Items 1061 - 1116 GFE items retained on Contract DASG60-98-C-0001 for Spiral 2 per GFE list dated 25 Mar 07.

JLENS Performance Specification, MIS-PRF-55628,  
Revision A  
(Added by reference per Modification P00168)

27 Jun 08

136

Annex A to the JLENS Performance Specification,  
MIS-PRF-55628, Revision A  
(Added by reference per Modification P00168)

27 Jun 08

10

CLINs 0023 and 0024  
JLENS Simulation Support  
SOW dated 28 January 2008

28 January 2008

2 pages

Simulation Support Tasks  
(Added per Mod P00160)

(b)(3)(A)(i)&Title  
10 Sec 130 (a)(b)

CLIN 0025

JLENS Integrated Fire Control Demonstration Program  
Statement of Work, Revision 3  
(Added per Modification P00165)

14 Jan 08

3

001794

JLENS Integrated Fire Control Demonstration Program  
Program and Technical Clarification Description,  
incorporated herein by reference  
(Added per Modification P00165) 25 Jul 08 17

Contract Data Requirements List (DD Form 1423)  
Exhibit B, Data Items Nos. B001 through B004, with  
Data Item Descriptions  
(Added per Modification P00165) 16 Oct 07 19

**CLIN 0027**

**JLENS System Integration Laboratory (SIL)  
Equipment List** Undated 6  
(Added per Modification P00196)

7. The following is an update to Modification P00195 showing a summary of funding by ACRN through Modification P00196:

<u>ACRN</u>	<u>FUNDING</u>
AA	440,100.00
AB	2,298,235.00
AC	17,832,987.00
AD	0.00
AE	7,500,000.00
AF	3,300,000.00
AG	17,192,400.00
AH	700,000.00
AJ	200,000.00
AK	85,000.00
AL	45,000.00
AM	17,045,000.00
AN	5,800.00
AP	20,779,000.00
AQ	105,000.00
AR	35,000.00
AS	0.00
AT	6,984,678.52
AU	7,970,000.00
AV	0.00
AW	100,000.00
AX	3,396,000.00
AY	550,000.00
AZ	19,412,000.00
BA	24,527,878.00
BB	146,000.00
BC	72,000.00
BD	85,000.00
BE	100,000.00
BF	100,000.00

001795

BG	1,975,321.00
BH	38,018,908.00
BJ	8,023,110.00
BK	260,000.00
BL	0.00
BM	125,000.00
BN	103,000.00
BP	10,352,348.00
BU	350,000.00
BV	9,000.00
BW	84,896,852.00
BX	1,146,000.00
BY	3,880,000.00
BZ	190,000.00
KL	118,250.00
KM	192,793,000.00
KN	0.00
KQ	92,811.00
KR	0.00
KS	0.00
KT	386,377,998.00
KU	2,203,183.00
KV	65,000.00
KW	20,000.00
KX	60,000.00
KY	25,000.00
KZ	25,000.00
LA	13,508.00
LB	12,500.00
LC	200,000.00
LD	7,943,648.00
LE	1,173,850.00
LF	10,000.00
LG	62,000.00
LH	400,000.00
LJ	7,476.00
LK	\$280,770,601.00
LL	\$173,798.00
LM	\$1,394,700.00
LN	\$630,061.00
LP	\$83,200.00
LQ	\$235,566.00
LR	\$125,000.00
LS	\$6,069,616.00
LT	\$530,377.00
LU	\$9,100,000.00
LV	\$1,957,265.00
LW	\$255,567.00
LX	\$68,000.00
LY	\$46,000,000.00

001796

LZ

\$1,751,384.00

8. The following is an update to Modification P00195 showing a summary of funding by CLIN by ACRN through Modification P00196:

<u>CLIN</u>	<u>ACRN</u>	<u>FUNDING AMT</u>	<u>CLIN TOTAL</u>
CLIN 0001	AA	440,100.00	
CLIN 0001	AD	0.00	
			<u>440,100.00</u>
CLIN 0003	AB	2,298,235.00	
CLIN 0003	AC	17,832,987.00	
CLIN 0003	AD	0.00	
CLIN 0003	AE	7,500,000.00	
CLIN 0003	AF	3,300,000.00	
CLIN 0003	AG	17,192,400.00	
CLIN 0003	AH	700,000.00	
CLIN 0003	AM	17,045,000.00	
CLIN 0003	AN	5,800.00	
CLIN 0003	AP	20,779,000.00	
CLIN 0003	AS	0.00	
CLIN 0003	AT	6,984,678.52	
CLIN 0003	AW	100,000.00	
CLIN 0003	AY	550,000.00	
			<u>94,288,100.52</u>
CLIN 0005	BA	24,527,878.00	
CLIN 0005	BB	146,000.00	
CLIN 0005	BC	72,000.00	
CLIN 0005	BD	85,000.00	
CLIN 0005	BE	100,000.00	
CLIN 0005	BF	100,000.00	
CLIN 0005	BG	1,975,321.00	
CLIN 0005	BH	38,018,908.00	
CLIN 0005	BL	0.00	
CLIN 0005	BZ	0.00	
			<u>65,025,107.00</u>
CLIN 0007AA	BP	10,352,348.00	
			<u>10,352,348.00</u>
CLIN 0009AA	AQ	45,106.00	
CLIN 0009AA	AV	0.00	
CLIN 0009AA	BK	256,545.00	
CLIN 0009AA	BM	125,000.00	
CLIN 0009AA	BN	21,315.00	

001797

			<u>447,966.00</u>
CLIN 0009AB	AJ	200,000.00	
CLIN 0009AB	AK	85,000.00	
CLIN 0009AB	AL	45,000.00	
CLIN 0009AB	AQ	59,894.00	
CLIN 0009AB	AR	35,000.00	
CLIN 0009AB	BK	3,455.00	
CLIN 0009AB	BN	81,685.00	
CLIN 0009AB	BU	350,000.00	
CLIN 0009AB	BV	9,000.00	
			<u>869,034.00</u>
CLIN 0013	AU	7,970,000.00	
CLIN 0013	AX	3,396,000.00	
CLIN 0013	AY	0.00	
CLIN 0013	AZ	19,412,000.00	
CLIN 0013	BJ	8,023,110.00	
			<u>38,801,110.00</u>
CLIN 0017	BW	0.00	
CLIN 0017	KM	0.00	
			<u>0.00</u>
CLIN 0017AA	BY	3,880,000.00	
CLIN 0017AA	BX	1,146,000.00	
CLIN 0017AA	BW	84,896,852.00	
CLIN 0017AA	BZ	0.00	
CLIN 0017AA	KM	192,793,000.00	
CLIN 0017AA	KN	0.00	
CLIN 0017AA	KQ	66,151.00	
CLIN 0017AA	KS	0.00	
CLIN 0017AA	KT	386,204,200.00	
CLIN 0017AA	KU	2,203,183.00	
CLIN 0017AA	KY	0.00	
CLIN 0017AA	LC	200,000.00	
CLIN 0017AA	LD	7,943,648.00	
CLIN 0017AA	LE	0.00	
CLIN 0017AA	LH	400,000.00	
CLIN 0017AA	LJ	7,476.00	
CLIN 0017AA	LK	280,770,601.00	
CLIN 0017AA	LQ	235,586.00	
CLIN 0017AA	LS	6,069,616.00	
CLIN 0017AA	LT	530,377.00	
CLIN 0017AA	LU	\$9,100,000.00	
CLIN 0017AA	LV	\$1,957,265.00	
CLIN 0017AA	LW	\$255,567.00	

001798

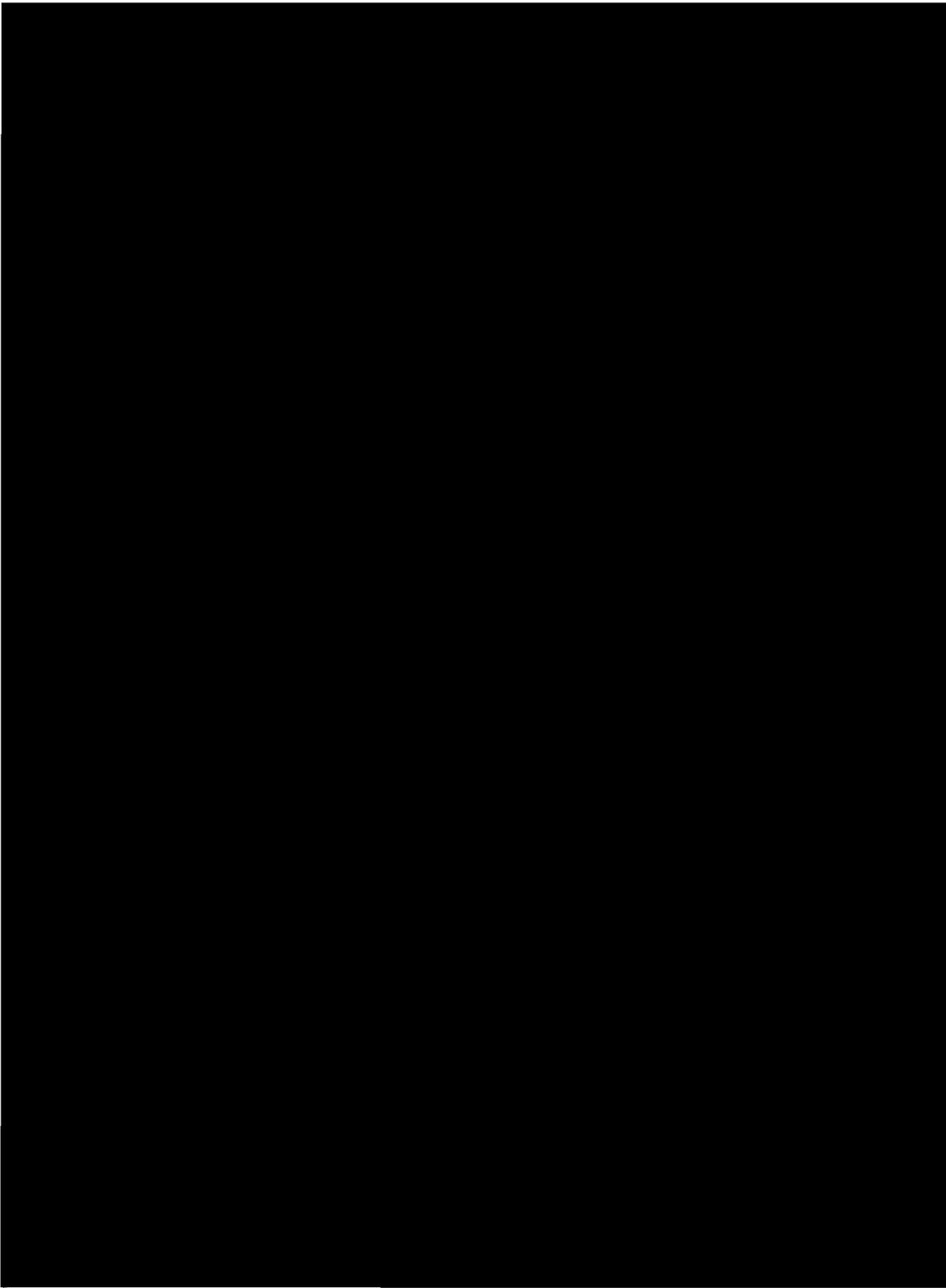
CLIN 0017AA	LX	\$68,000.00	
CLIN 0017AA	LY	\$46,000,000.00	
			<u>1,024,727,502.00</u>
CLIN 0017AB	KL	118,250.00	
			<u>118,250.00</u>
CLIN 0017AC	BZ	190,000.00	
			<u>190,000.00</u>
CLIN 0017AD	KN	0.00	
CLIN 0017AD	KS	0.00	
			<u>0.00</u>
CLIN 0017AE	LL	173,798.00	
			<u>173,798.00</u>
CLIN 0017AH	KT	173,798.00	
			<u>173,798.00</u>
CLIN 0020AA	KN	0.00	
CLIN 0020AA	KQ	26,660.00	
			<u>26,660.00</u>
CLIN 0021AA	KW	0.00	
			<u>0.00</u>
CLIN 0021AB	KV	0.00	
CLIN 0021AB	LB	0.00	
CLIN 0021AB	KX	0.00	
CLIN 0021AB	KY	0.00	
			<u>0.00</u>
CLIN 0021AC	KZ	0.00	
CLIN 0021AC	LA	0.00	
			<u>0.00</u>
CLIN 0022	KW	0.00	
			<u>0.00</u>
CLIN 0023	KX	60,000.00	
CLIN 0023	KY	25,000.00	
CLIN 0023	KV	65,000.00	

001799

CLIN 0023	LB	12,500.00	
CLIN 0023	LF	10,000.00	
CLIN 0023	LR	\$125,000.00	
			<u>297,500.00</u>
CLIN 0024	LA	13,508.00	
CLIN 0024	LG	62,000.00	
CLIN 0024	KZ	25,000.00	
CLIN 0024	KW	20,000.00	
CLIN 0024	LP	83,200.00	
			<u>203,708.00</u>
CLIN 0025	LE	1,173,850.00	
CLIN 0025	LM	1,394,700.00	
			<u>2,568,550.00</u>
CLIN 0026	LN	630,061.00	
			<u>630,061.00</u>
CLIN 0027	LZ	1,751,384.00	
			<u>1,751,384.00</u>

(End of Summary of Changes)

001800

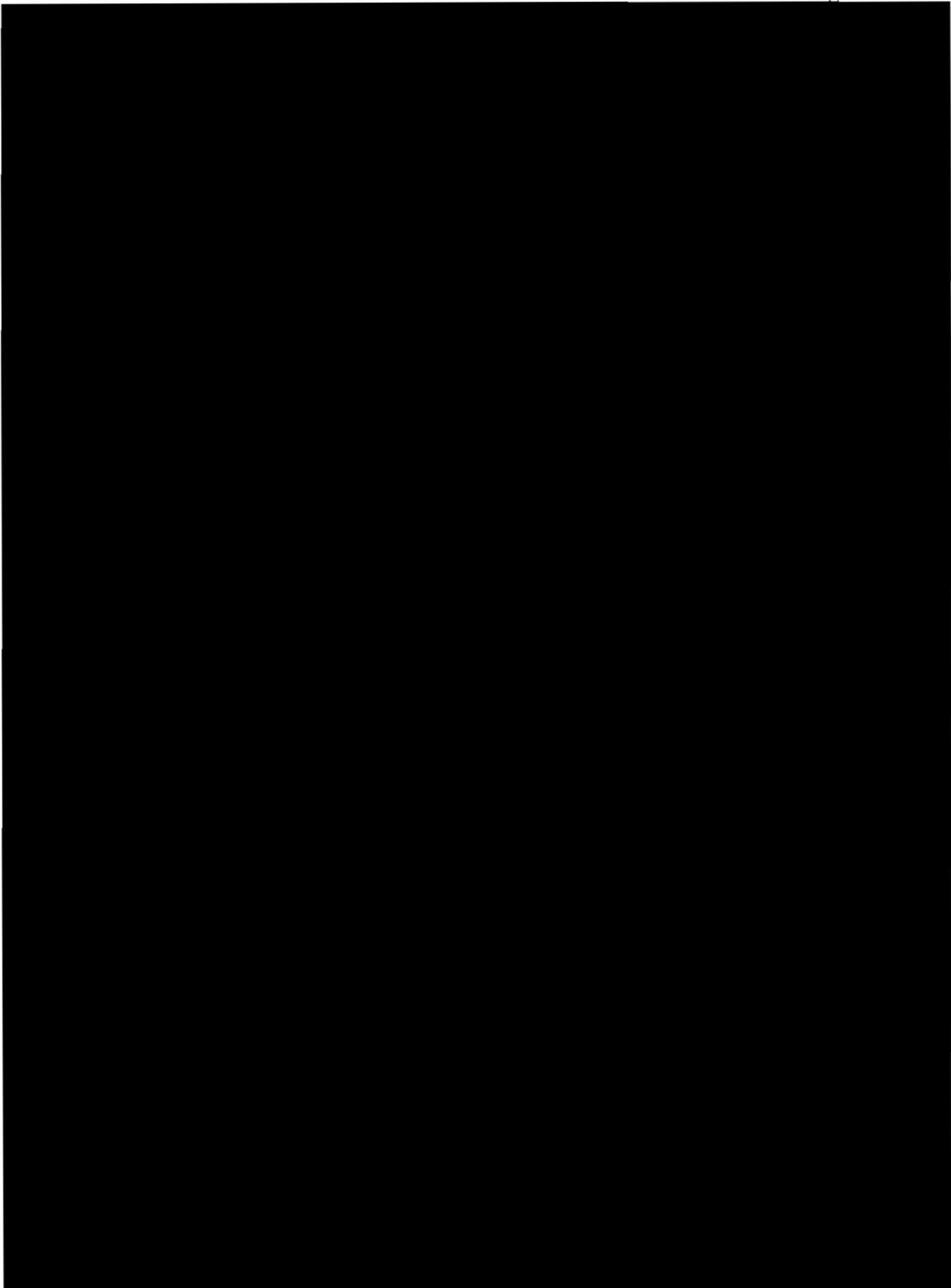


(b)(3)(A)  
(i)&Title 10  
Sec 130 (a)(b)

(b)(3)(A)  
(i)&Title 10  
Sec 130 (a)(b)

(b)(3)(A)  
(i)&Title 10  
Sec 130 (a)(b)

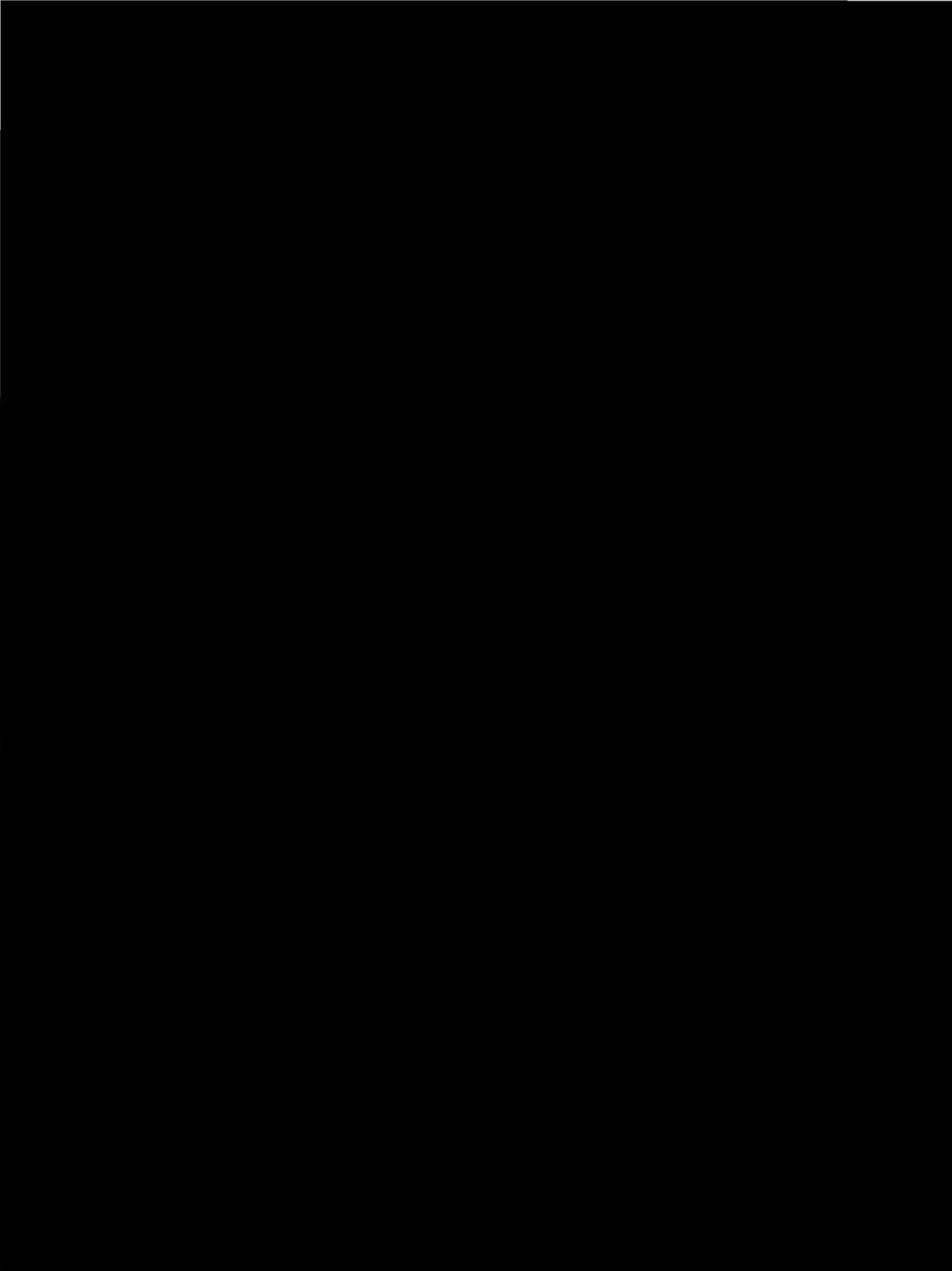
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(i)&Title 10  
Sec 130 (a)(b)

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Sec 130 (a)(b)

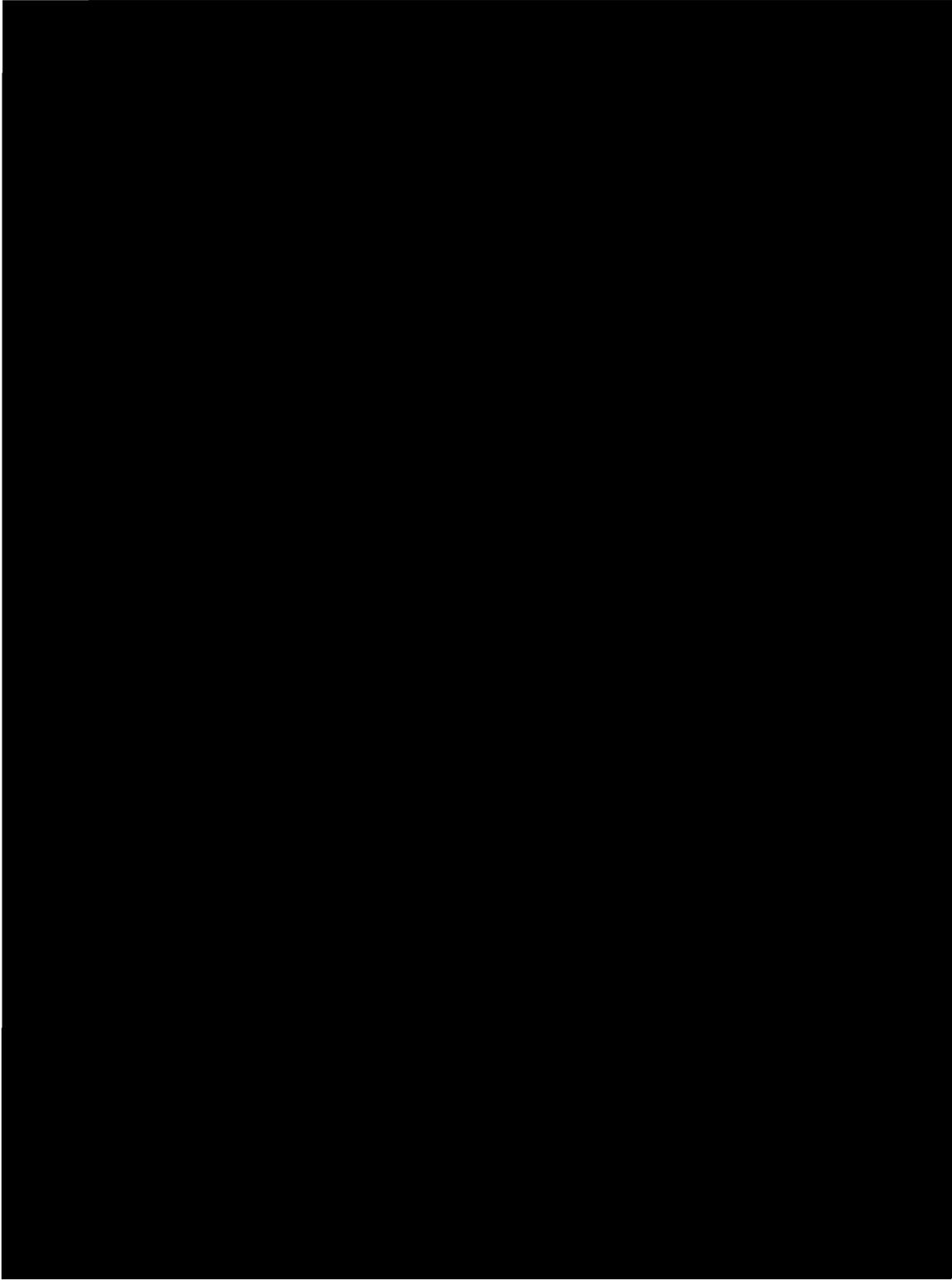
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Sec 130 (a)(b)



(b)(3)(A)  
(i)&Title 10  
Sec 130 (a)(b)

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(i)&Title 10  
Sec 130 (a)(b)

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Sec 130 (a)(b)

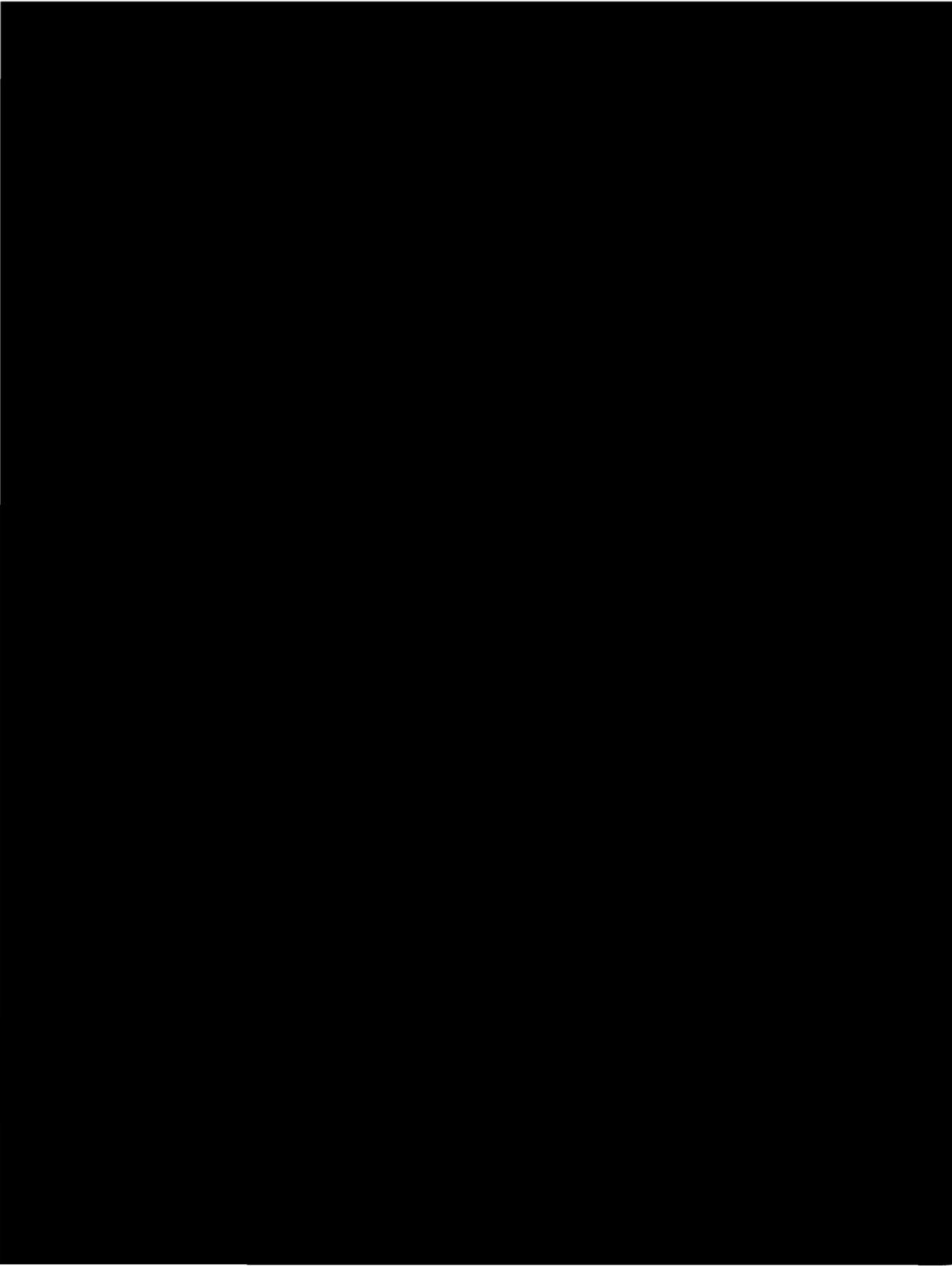


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130 (a)(b)

(b)(3)(A)  
(i)&Title 10  
Sec 130 (a)(b)

(b)(3)(A)  
(i)&Title  
10 Sec 130  
(a)(b)

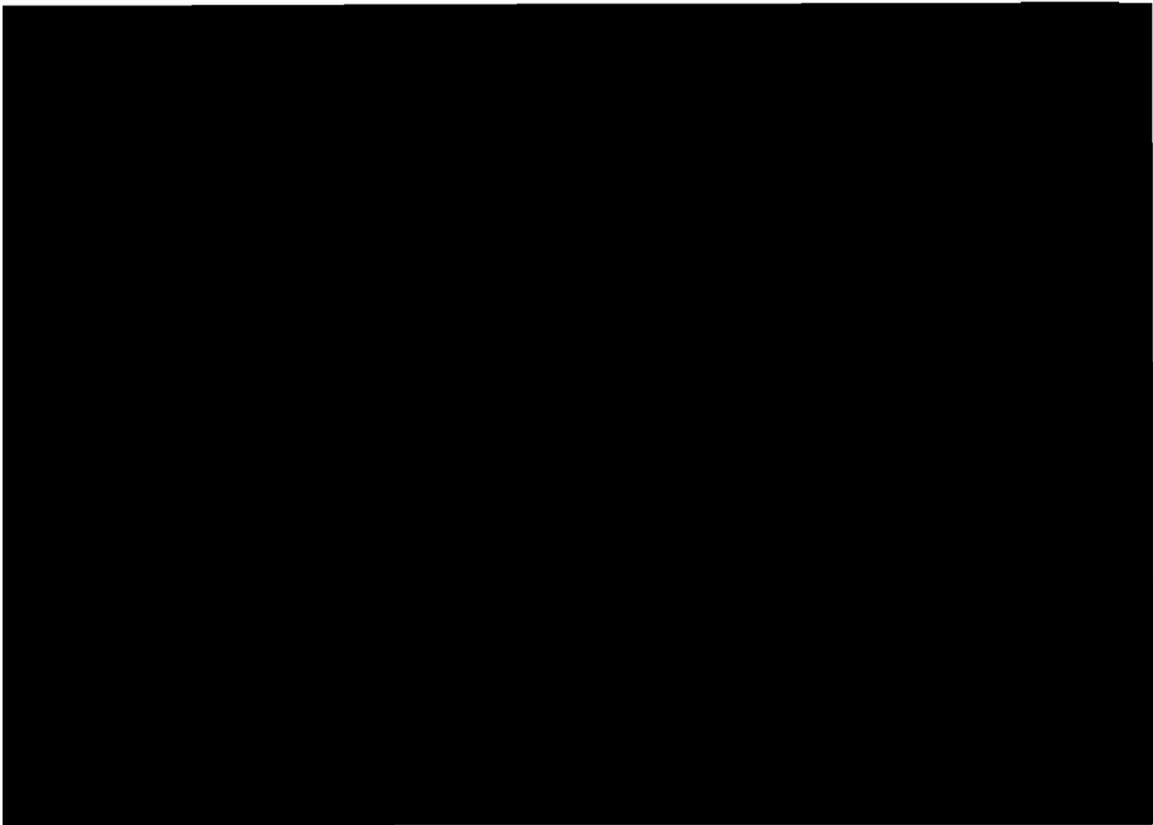
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(b)(3)(A)  
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10 Sec 130  
(a)(b)

(b)(3)(A)  
(i)&Title 10  
Sec 130 (a)(b)

(b)(3)(A)  
(i)&Title 10  
Sec 130 (a)(b)



(b)(3)(A)  
(i)&Title 10  
Sec 130 (a)(b)

(b)(3)(A)  
(i)&Title 10  
Sec 130 (a)(b)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			I. CONTRACT ID CODE V	PAGE OF PAGES 1   8
AMENDMENT/MODIFICATION NO. 0197	3. EFFECTIVE DATE 23-Nov-2009	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)	
6. ISSUED BY UBS/MOC/STRAT [REDACTED] (b)(6)	CODE W9113M	7. ADMINISTERED BY (If other than item 6) DCMA RAYTHEON 50 APPLE HILL DRIVE M/S T3FR2 TEMBURY MA 01676		CODE S2205A
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) RAYTHEON COMPANY 350 LOWELL ST. ANDOVER MA 01810-4400			9A. AMENDMENT OF SOLICITATION NO.	
			9B. DATED (SEE ITEM 11)	
			X 10A. MOD. OF CONTRACT/ORDER NO. DAS60-88-C-0001	
			X 10B. DATED (SEE ITEM 13) 30-Jan-1998	
CODE 05716	FACILITY CODE			
<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>				
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.				
<b>12. ACCOUNTING AND APPROPRIATION DATA (If required)</b> See Schedule				
<b>13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.</b>				
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.				
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).				
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:				
X D. OTHER (Specify type of modification and authority) UNILATERAL: FAR 52.232-22, "Limitation of Funds"				
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.				
<b>14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)</b> Modification Control Number: [REDACTED] (b)(6) To increase incremental funding for SubCLIN 0017AA in the amount of \$36,000,000.				
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.				
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
[REDACTED]			[REDACTED] (b)(6)	
15B. CONTRACTOR/OFFEROR			16B. UNITED STATES OF AMERICA	
[REDACTED]			[REDACTED]	
15C. DATE SIGNED			16C. DATE SIGNED	
[REDACTED]			23-Nov-2009 (b)(6)	
(Signature of person authorized to sign)			(Signature of Contracting Officer)	

EXCEPTION TO SF 30

20 104 AA

001807

STANDARD FORM 30 (Rev. 6-82)

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

1. SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by \$36,000,000.00 from \$1,241,084,976.52 to \$1,277,084,976.52.

SUBCLIN 0017AA:

LY: 21 0 2040 5L 5L68 P172419E555L 255Y 4M0J730000 S01021 4M0J730000/04MJLE/4M5 was increased by \$36,000,000.00 from \$46,000,000.00 to \$82,000,000.00

Target Cost, Target Fee, and Total for the above increase of \$36,000,000 is distributed as follows and includes a increase in target cost of [REDACTED] of cost and [REDACTED] facilities capital cost of money) and a increase in target incentive fee of [REDACTED] which is [REDACTED] target cost less facilities capital cost of money. (b)(4)

Target Cost	[REDACTED]
Target Fee	[REDACTED]
Total	\$36,000,000

IMPLEMENTATION OF AND EXPLANATION OF THE RELATIONSHIP OF THE LIMITATION OF FUNDS (LOF) CLAUSE TO FEE OBLIGATIONS, subparagraph c., is revised to read as follows:

SUBCLIN 0017AA :

	<u>PRIOR</u>	<u>THIS MODIFICATION</u>	<u>CUMULATIVE TOTAL*</u>
(1) Amount Required for Full Funding, Including Fee:	\$ 1,588,455,486	\$ 0	\$ 1,588,455,486
(2) Amount Allotted Under the LOF Clause for Payment of Costs:	[REDACTED]	[REDACTED]	[REDACTED]
(3) Amount Separately Obligated for Payment of Fee:	[REDACTED]	[REDACTED]	[REDACTED]
(4) Total Amount Allotted and Obligated:	\$ 1,024,727,502	\$36,000,000	\$1,060,727,502
(5) Net Amount Required for Full Funding	\$ 563,727,984	(\$36,000,000)	\$ 527,727,984

\* These figures take into consideration the negotiated total value of SubCLIN 0017AA (This does not include SubCLIN 17AH)

2. The following is an update to Modification P00196 showing a summary of funding by ACRN through Modification P00197:

<u>ACRN</u>	<u>FUNDING</u>
AA	440,100.00
AB	2,298,235.00

001808

AC	17,832,987.00
AD	0.00
AE	7,500,000.00
AF	3,300,000.00
AG	17,192,400.00
AH	700,000.00
AJ	200,000.00
AK	85,000.00
AL	45,000.00
AM	17,045,000.00
AN	5,800.00
AP	20,779,000.00
AQ	105,000.00
AR	35,000.00
AS	0.00
AT	6,984,678.52
AU	7,970,000.00
AV	0.00
AW	100,000.00
AX	3,396,000.00
AY	550,000.00
AZ	19,412,000.00
BA	24,527,878.00
BB	146,000.00
BC	72,000.00
BD	85,000.00
BE	100,000.00
BF	100,000.00
BG	1,975,321.00
BH	38,018,908.00
BJ	8,023,110.00
BK	260,000.00
BL	0.00
BM	125,000.00
BN	103,000.00
BP	10,352,348.00
BU	350,000.00
BV	9,000.00
BW	84,896,852.00
BX	1,146,000.00
BY	3,880,000.00
BZ	190,000.00
KL	118,250.00
KM	192,793,000.00
KN	0.00
KQ	92,811.00
KR	0.00
KS	0.00
KT	386,377,998.00
KU	2,203,183.00

001809

KV	65,000.00
KW	20,000.00
KX	60,000.00
KY	25,000.00
KZ	25,000.00
LA	13,508.00
LB	12,500.00
LC	200,000.00
LD	7,943,648.00
LE	1,173,850.00
LF	10,000.00
LG	62,000.00
LH	400,000.00
LJ	7,476.00
LK	\$280,770,601.00
LL	\$173,798.00
LM	\$1,394,700.00
LN	\$630,061.00
LP	\$83,200.00
LQ	\$235,566.00
LR	\$125,000.00
LS	\$6,069,616.00
LT	\$530,377.00
LU	\$9,100,000.00
LV	\$1,957,265.00
LW	\$255,567.00
LX	\$68,000.00
LY	\$82,000,000.00
LZ	\$1,751,384.00

3. The following is an update to Modification P00196 showing a summary of funding by CLIN by ACRN through Modification P00197:

<u>CLIN</u>	<u>ACRN</u>	<u>FUNDING AMT</u>	<u>CLIN TOTAL</u>
CLIN 0001	AA	440,100.00	
CLIN 0001	AD	0.00	
			440,100.00
CLIN 0003	AB	2,298,235.00	
CLIN 0003	AC	17,832,987.00	
CLIN 0003	AD	0.00	
CLIN 0003	AE	7,500,000.00	
CLIN 0003	AF	3,300,000.00	
CLIN 0003	AG	17,192,400.00	
CLIN 0003	AH	700,000.00	
CLIN 0003	AM	17,045,000.00	
CLIN 0003	AN	5,800.00	
CLIN 0003	AP	20,779,000.00	

001810

CLIN 0003	AS	0.00	
CLIN 0003	AT	6,984,678.52	
CLIN 0003	AW	100,000.00	
CLIN 0003	AY	550,000.00	
			<u>94,288,100.52</u>
CLIN 0005	BA	24,527,878.00	
CLIN 0005	BB	146,000.00	
CLIN 0005	BC	72,000.00	
CLIN 0005	BD	85,000.00	
CLIN 0005	BE	100,000.00	
CLIN 0005	BF	100,000.00	
CLIN 0005	BG	1,975,321.00	
CLIN 0005	BH	38,018,908.00	
CLIN 0005	BL	0.00	
CLIN 0005	BZ	0.00	
			<u>65,025,107.00</u>
CLIN 0007AA	BP	10,352,348.00	
			<u>10,352,348.00</u>
CLIN 0009AA	AQ	45,106.00	
CLIN 0009AA	AV	0.00	
CLIN 0009AA	BK	256,545.00	
CLIN 0009AA	BM	125,000.00	
CLIN 0009AA	BN	21,315.00	
			<u>447,966.00</u>
CLIN 0009AB	AJ	200,000.00	
CLIN 0009AB	AK	85,000.00	
CLIN 0009AB	AL	45,000.00	
CLIN 0009AB	AQ	59,894.00	
CLIN 0009AB	AR	35,000.00	
CLIN 0009AB	BK	3,455.00	
CLIN 0009AB	BN	81,685.00	
CLIN 0009AB	BU	350,000.00	
CLIN 0009AB	BV	9,000.00	
			<u>869,034.00</u>
CLIN 0013	AU	7,970,000.00	
CLIN 0013	AX	3,396,000.00	
CLIN 0013	AY	0.00	
CLIN 0013	AZ	19,412,000.00	
CLIN 0013	BJ	8,023,110.00	
			<u>38,801,110.00</u>
CLIN 0017	BW	0.00	

001811

CLIN 0017	KM	0.00	<u>0.00</u>
CLIN 0017AA	BY	3,880,000.00	
CLIN 0017AA	BX	1,146,000.00	
CLIN 0017AA	BW	84,896,852.00	
CLIN 0017AA	BZ	0.00	
CLIN 0017AA	KM	192,793,000.00	
CLIN 0017AA	KN	0.00	
CLIN 0017AA	KQ	66,151.00	
CLIN 0017AA	KS	0.00	
CLIN 0017AA	KT	386,204,200.00	
CLIN 0017AA	KU	2,203,183.00	
CLIN 0017AA	KY	0.00	
CLIN 0017AA	LC	200,000.00	
CLIN 0017AA	LD	7,943,648.00	
CLIN 0017AA	LE	0.00	
CLIN 0017AA	LH	400,000.00	
CLIN 0017AA	LJ	7,476.00	
CLIN 0017AA	LK	280,770,601.00	
CLIN 0017AA	LQ	235,566.00	
CLIN 0017AA	LS	6,069,616.00	
CLIN 0017AA	LT	530,377.00	
CLIN 0017AA	LU	\$9,100,000.00	
CLIN 0017AA	LV	\$1,957,265.00	
CLIN 0017AA	LW	\$255,567.00	
CLIN 0017AA	LX	\$88,000.00	
CLIN 0017AA	LY	\$82,000,000.00	
			<u>1,060,727,502.00</u>
			<u>1,060,727,502.00</u>
CLIN 0017AB	KL	118,250.00	
			<u>118,250.00</u>
CLIN 0017AC	BZ	190,000.00	
			<u>190,000.00</u>
CLIN 0017AD	KN	0.00	
CLIN 0017AD	KS	0.00	
			<u>0.00</u>
CLIN 0017AE	LL	173,798.00	
			173,798.00
CLIN 0017AH	KT	173,798.00	

001812

			<u>173,798.00</u>
CLIN 0020AA	KN	0.00	
CLIN 0020AA	KQ	26,660.00	
			<u>26,660.00</u>
CLIN 0021AA	KW	0.00	
			<u>0.00</u>
CLIN 0021AB	KV	0.00	
CLIN 0021AB	LB	0.00	
CLIN 0021AB	KX	0.00	
CLIN 0021AB	KY	0.00	
			<u>0.00</u>
CLIN 0021AC	KZ	0.00	
CLIN 0021AC	LA	0.00	
			<u>0.00</u>
CLIN 0022	KW	0.00	
			<u>0.00</u>
CLIN 0023	KX	60,000.00	
CLIN 0023	KY	25,000.00	
CLIN 0023	KV	65,000.00	
CLIN 0023	LB	12,500.00	
CLIN 0023	LF	10,000.00	
CLIN 0023	LR	\$125,000.00	
			<u>297,500.00</u>
CLIN 0024	LA	13,508.00	
CLIN 0024	LG	62,000.00	
CLIN 0024	KZ	25,000.00	
CLIN 0024	KW	20,000.00	
CLIN 0024	LP	83,200.00	
			<u>203,708.00</u>
CLIN 0025	LE	1,173,850.00	
CLIN 0025	LM	1,394,700.00	
			<u>2,568,550.00</u>
CLIN 0026	LN	630,061.00	
			<u>630,061.00</u>
CLIN 0027	LZ	1,751,384.00	

001813

1,751,384.00

(End of Summary of Changes)

001814

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE V	PAGE OF PAGES 1   7
AMENDMENT/MODIFICATION NO. 0198	3. EFFECTIVE DATE 24-Nov-2008	4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If applicable)
6. ISSUED BY JLENS/DC/STRAT [REDACTED] HUNTSVILLE AL 35894 (b)(6)	CODE W9113M	7. ADMINISTERED BY (If other than item 6) DCMA RAYTHEON 50 APPLE HILL DRIVE M/S T2FR2 TEWKSBURY MA 01878		CODE S2205A
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) RAYTHEON COMPANY 350 LOWELL ST. ANDOVER MA 01810-4400			9A. AMENDMENT OF SOLICITATION NO.	
			9B. DATED (SEE ITEM 11)	
			X 10A. MOD. OF CONTRACT/ORDER NO. DASG60-98-C-0001	
			X 10B. DATED (SEE ITEM 13) 30-Jan-1998	
CODE 05716	FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended.				
<p>Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:</p> <p>(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.</p>				
12. ACCOUNTING AND APPROPRIATION DATA (If required)				
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.				
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.				
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).				
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:				
X D. OTHER (Specify type of modification and authority) UNILATERAL: FAR 52.243-2, Changes and FAR 52.232-22, "Limitation of Funds"				
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.				
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number [REDACTED] (b)(6) To issue a change order in accordance with JLENS Statement of Work (SOW), dated 08 Apr 09, paragraphs 3.7.3, titled Software Development, and 3.7.4, titled Software Testing, for initiation of effort related to the incorporation of the applicable ICP 09-058 requirements into Section 3.6.9.7 of MIS-PRF 55628, Revision B, dated 18 August 2009, in order to support JLENS Integrated Fire Control (IFC) testing. Applicable portions of the ICP 09-058 required to support the testing and apply those conventions and protocols to the JLENS design shall be identified by the contractor.				
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.				
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
[REDACTED]			[REDACTED] (b)(6)	
15B. CONTRACTOR/OFFEROR			16B. UNITED STATES OF AMERICA	
[REDACTED] (Signature of person authorized to sign)			[REDACTED] (Signature of Contracting Officer)	
15C. DATE SIGNED			16C. DATE SIGNED	
[REDACTED]			24-Nov-2008 (b)(6)	

EXCEPTION TO SF 30

STANDARD FORM 30 (Rev. 10-83)

20 105 04  
001815

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

1. SECTION A - SOLICITATION/CONTRACT FORM

The total cost of this contract was increased by \$1,999,966.00 from \$1,813,229,050.00 to \$1,815,229,016.00.

2. SECTION B - SUPPLIES OR SERVICES AND PRICES

SUBCLIN 0017AA

The target cost has increased by [redacted] from [redacted] to [redacted]

The target profit/fee has increased by [redacted] from [redacted] to [redacted]

The total cost of this line item has increased by \$1,999,966.00 from \$1,588,455,486.00 to \$1,590,455,452.00.

(b)(4)

This includes an increase in target cost of [redacted] of cost and [redacted] of facilities capital cost of money) and an increase in target fee of [redacted] which is [redacted] of target cost less facilities capital cost of money.

The following Section B clauses are hereby revised:

B-17. INCENTIVE FEE FOR SUBCLIN 0017AA/CLIN 0018 (SEE H-19):

In accordance with FAR 52.216-7, entitled "Allowable Cost and Payments", and FAR 52.216-10, entitled "Incentive Fee", the total amount for reimbursement of cost and fee for performance under SubCLIN 0017AA/CLIN 0018 are set forth below:

Target Cost [redacted]  
Target Fee [redacted]

Incentive Arrangement: Maximum Fee: [redacted]  
Minimum Fee: [redacted]

(Share Ratio: Government/Contractor)

Underrun: [redacted] or the amount by which the total allowable cost is less than the target cost until maximum fee is attained.

Overrun: [redacted] or the amount by which the total allowable cost exceeds the target cost until minimum fee is attained.

(b)(4)

(b)(4)

FAR 52.216-10, INCENTIVE, paragraph (e)(1), is stated as follows:

(e) Fee Payable.

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

(b)(4)

B-18. TARGET COST, TARGET FEE, MINIMUM INCENTIVE FEE, MAXIMUM INCENTIVE FEE, AND INCENTIVE ARRANGEMENT FOR SUBCLIN 0017AA/CLIN 0018:

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SUBCLIN 0017AA - (Two SDD JLENS Systems)

- a. Target cost: [REDACTED]
- b. Target fee: [REDACTED]
- c. Minimum incentive fee: [REDACTED]
- d. Maximum incentive fee: [REDACTED]
- e. Total target cost and target fee: \$1,590,455,452

(b)(4)

3. SECTION G - CONTRACT ADMINISTRATION DATA

Paragraph G-6, IMPLEMENTATION OF AND EXPLANATION OF THE RELATIONSHIP OF THE LIMITATION OF FUNDS (LOF) CLAUSE TO FEE OBLIGATIONS, subparagraph c., is revised to read as follows:

SUBCLIN 0017AA :	<u>PRIOR</u>	<u>THIS MODIFICATION</u>	<u>CUMULATIVE TOTAL*</u>
(1) Amount Required for Full Funding Including Fee:	\$ 1,588,455,486	\$1,999,966	\$ 1,590,455,452
(2) Amount Allotted Under the LOF Clause for Payment of Costs:	[REDACTED]	[REDACTED]	[REDACTED]
(3) Amount Separately Obligated for Payment of Fee:	[REDACTED]	[REDACTED]	[REDACTED]
(4) Total Amount Allotted and Obligated:	\$ 1,060,727,502	\$ 0	\$1,060,727,502
(5) Net Amount Required for Full Funding	\$ 527,727,984	\$1,999,966	\$ 529,727,950

(b)(4)

\* These figures take into consideration the negotiated total value of SubCLIN 0017AA (This does not include SubCLIN 17AH)

4. SECTION H - SPECIAL CONTRACT REQUIREMENTS is changed as follows:

Paragraph H-19, INCENTIVE FEE STRUCTURE AND PAYMENT FOR CLIN 0017, SYSTEM DEVELOPMENT AND DEMONSTRATION (SDD), subparagraphs a. and b., are revised as follows:

a. General.

SubCLIN 0017AA, System Development and Demonstration (SDD), is a cost-plus-incentive-fee (CPIF) Line Item with cost and schedule incentives as described below. Paragraph H-19(b) applies only to the Cost Incentive and Paragraph H-19(c) applies only to the Schedule Incentive. The contract price amount of \$1,590,455,452 includes a target cost of [REDACTED] (which includes [REDACTED] cost and [REDACTED] facilities capital cost of money) and a target incentive fee of [REDACTED] which is [REDACTED] of target cost less facilities capital cost of money.

(b)(4)

b. Cost Incentive.

- (1) The target fee payable under SubCLIN 0017AA is [REDACTED] the target cost less facilities capital cost of money [REDACTED] an amount equal to [REDACTED]
- (2) The maximum fee payable under SubCLIN 0017AA is [REDACTED] the target cost less facilities capital cost of money [REDACTED] an amount equal to [REDACTED]

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(3) The minimum fee payable under SubCLIN 0017AA is [redacted] of the target cost less facilities capital cost of money [redacted] an amount equal to [redacted]

(4) Fee will be adjusted for actual cost that is less than or more than the target cost stated above using a share ratio of [redacted] Government [redacted] Contractor for actual costs less than the target cost, and a ratio of [redacted] Government / [redacted] Contractor for actual costs greater than the target cost range applied according to Paragraph H-19(c)(1). (b)(4)

(5) Nothing stated in this clause shall take precedence over the clause 52.216-10 - Incentive Fee contained in this contract.

c. Schedule Incentive.

(1) A maximum [redacted] "flat zone" will be established at the target cost value of [redacted] with the conduct of milestones below. The "flat zone" over which the contractor will earn target fee is for eligible costs from [redacted] [redacted] once the program milestones set forth below are conducted. (b)(4)

(a) \$ [redacted] of the maximum benefit of the "flat zone", earned by the conduct of the SDD System Functional Review NLT 2nd Quarter, Fiscal Year 2007. (It is hereby acknowledged by the government that Raytheon completed the requirement for this flat zone and earned the "Flat Zone" schedule incentive of [redacted] Final determination of incentive fee payment utilizing the "Flat Zone" amount will be made at the conclusion of the contract. Reference letter, dated 5 March 2007 from [redacted] (b)(4)  
(b)(6)

(b) [redacted] of the maximum benefit of the "flat zone", earned by the conduct of SDD Orbit Critical Design review NLT 2nd Quarter, Fiscal Year 2009. (It is hereby acknowledged by the government that Raytheon completed the requirement for this flat zone and earned the "Flat Zone" schedule incentive of [redacted] Final determination of incentive fee payment utilizing the "Flat Zone" amount will be made at the conclusion of the contract. Reference letter, dated 12 January 2009, from [redacted] (b)(4)  
(b)(6)

(2) An additional schedule incentive fee pool of [redacted] (maximum) is established and will be awarded to the contractor for conducting Test Readiness Review to allow for the Limited User Test Effort according to the schedule below: (b)(4)

(a) [redacted] of the schedule fee pool, an amount of \$ [redacted] will be awarded to the contractor if the contractor conducts the Test Readiness Review for the Limited User Test NLT 31 March 2011. (b)(4)

(b) [redacted] of the schedule fee pool, an amount of [redacted] will be awarded to the contractor if the contractor conducts the Test Readiness Review for the Limited User Test NLT 28 February 2011. (b)(4)

(c) [redacted] of the schedule fee pool, an amount of \$ [redacted] will be awarded to the contractor if the contractor conducts the Test Readiness Review for the Limited User Test NLT 31 January 2011. (b)(4)

(d) [redacted] of the schedule fee pool, an amount of \$ [redacted] will be awarded to the contractor if the contractor conducts the Test Readiness Review for the Limited User Test NLT 31 December 2010. (b)(4)

(e) If the contractor conducts the Test Readiness Review for the Limited User Test on or after 01 April 2011, the contractor is not entitled to any of the schedule fee incentive pool.

(f) If the contractor achieves an early milestone as listed in (a) through (d), the contractor shall submit a letter to the government Contracting Officer notifying him/her of the completion of the milestone and the claim for the incentive fee.

(3) For Earned Value and cost reporting purposes, the target cost value of [redacted] will be used. (b)(4)

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(4) If schedule incentive fee listed above is earned, the additional contract value will be added to the total value of this contract at the time the incentive is earned.

d. Changes issued under FAR 52.243-2, Changes - Cost Reimbursement

In the event of a change issued under FAR 52.243-2, Changes - Cost Reimbursement, it is agreed that changes to the performance and schedule incentive may be considered a part of the equitable adjustment. In the event that any Options to CLIN 0017 are added and exercised, the incentive fee for cost and schedule/performance applicable to the Option will be incorporated in accordance with the incentive fee structure of this provision.

5. SECTION J - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

The following have been modified:

<u>TITLE</u>	<u>DATE</u>	<u># OF PAGES</u>	
Contract Security Classification Specification (DD Form 254), Revision 11 (Added per Modification P00187) (DD Form 254 mailed via US Postal Service)	14 May 2009	11	
JLENS Software Source Code Specifically Negotiated License, License Number JLENS-SWLA-01 (Added per Modification P00166)	04 Sep 08	8	
<u>CLIN 0017:</u> JLENS System Development and Demonstration (SDD) Program Statement of Work (Revised by Incorporating CSDR Plans dated 20 Febr 2007 in Appendix C per Modification P00136)	30 Nov 06 - Revised 20 Feb 07	37	
JLENS System Development and Demonstration (SDD) Program Statement of Work (Added per Modification P00187)	Revised 06 Apr 09	38	
	March 08	1	(b)(3)(A)(i)&Title 10 Sec 130 (a)(b)
Contract Data Requirements List (DD Form 1423) Exhibit A with Distribution List & Data Item Nos. B001 through B062 (Replace Data Item Nos. B026 and B027, only Per Modification P00136) (Replace Data Item Nos. B048 and B049, only Per Modification P00143 & to add statement in Section A of Modification P00143) (Replace Data Item No. B033 only, per Modification P00161)	01 Dec 06  Revised 05 Apr 07 Revised 24 Oct 07 Revised 11 Jul 08	63   1	
Contract Data Requirements List (DD Form 1423) Exhibit A, Data Item Nos. B001 and B014 (Added per Modification P00187)	Revised 07 May 09	2	
Contract Data Requirements List (DD Form 1423)	Revised 20 Mar 09	60	

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Exhibit A, Data Item Nos. B002 through B062 (less B014 )  
(Added per Modification P00187)

\*Added statement below to address weekends/Holidays: 24 October 07  
(In Mod P00143)

\*Per a mutual agreement between Raytheon and JLENS Product Office all Contract Data Requirements List (CDRL's) (DD Form 1423) are due on the next business day after the required due date if the due date falls on Saturday, Sunday or a Government Holiday. In addition, for any CDRL with a requirement to resubmit within 10 days or less after receipt of comments, where Raytheon receives the comments on a Friday, the timeframe for resubmittal will begin on the next business day. Statement added in Mod P00143 on 24 Oct. 2007.

GFE/GFP/GFS List for SDD	28 Nov 06	2
Replaced with Rev. B List	15 Oct 07	6
**Add items below	Revised 22 Oct 07	
For record-keeping purposes (Per Mod P00143)		
Replaced with Revision C List (Per Modification P00183)	09 Mar 09	12

\*\*Per the [REDACTED] Raytheon is authorized rent free use on a non-interference use of the equipment listed below for utilization on JLENS Fire Control Radar Prime Contract DASG60-98-C-0001 for the period from 19 April 2007 through 30 September 2011.

(b)(3)(A)  
(i)&Title 10 Sec  
130 (a)(b)

[REDACTED]

(b)(3)(A)(i)&Title  
10 Sec 130 (a)(b)

[REDACTED]

(b)(3)(A)  
(i)&Title 10  
Sec 130 (a)(b)

[REDACTED]

(b)(3)(A)  
(i)&Title 10  
Sec 130 (a)(b)

Hereby added in Mod P00148 for tracking purposes:

Originated in Basic Contract:

Government Furnished Equipment - Spiral 1	20 Jun 03	1 List
(Spiral 1 Equipment Transferred to Government	25 Mar 07*	34 pages
Contract DASG60-00-C-0091, DD Form 1149 (attached)	(Revised 21 Nov 07)*	34 pages

Gov't Technical POC: [REDACTED]

(b)(6)

Ship to address:

[REDACTED]

(b)(3)(A)  
(i)&Title 10  
Sec 130 (a)(b)

\*NOTE: Items 1-1060 transferred to Contract DASG60-00-C-0091 per revised GFE list dated 21 Nov 07. Items 1061 - 1116 GFE items retained on Contract DASG60-98-C-0001 for Spiral 2 per GFE list dated 25 Mar 07.

JLENS Performance Specification, MIS-PRF-55628,	27 Jun 08	136
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Revision A  
(Added by reference per Modification P00168)

Annex A to the JLENS Performance Specification,  
MIS-PRF-55628, Revision A  
(Added by reference per Modification P00168) 27 Jun 08 10

JLENS Performance Specification, MIS-PRF-55628,  
Revision B  
(Added by reference per Modification P00198) 18 Aug 09 136

Annex A to the JLENS Performance Specification,  
MIS-PRF-55628, Revision B  
(Added by reference per Modification P00198) 18 Aug 09 10

CLIN 0021

JLENS Simulation Support  
SOW dated 28 January 2008  
[REDACTED] 28 January 2008 2 pages

Simulation Support Tasks  
(Added per Mod P00153)

(b)(3)(A)(i)&Title  
10 Sec 130 (a)(b)

CLIN 0025

JLENS Integrated Fire Control Demonstration Program  
Statement of Work, Revision 3  
(Added per Modification P00165) 14 Jan 08 3

JLENS Integrated Fire Control Demonstration Program  
Program and Technical Clarification Description,  
incorporated herein by reference  
(Added per Modification P00165) 25 Jul 08 17

Contract Data Requirements List (DD Form 1423)  
Exhibit B, Data Items Nos. B001 through B004, with  
Data Item Descriptions  
(Added per Modification P00165) 16 Oct 07 19

(End of Summary of Changes)

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001823

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE	PAGE OF PAGES
AMENDMENT/MODIFICATION NO. 0199		3. EFFECTIVE DATE 03-Dec-2009	4. REQUISITION/PURCHASE REQ. NO.	V	1   5
6. ISSUED BY URAS/MDC/AR/STRAT HUNTSVILLE AL (b)(6)		CODE W9113M	7. ADMINISTERED BY (If other than item 6) DCMA RAYTHEON 50 APPLE HILL DRIVE M/S T2FR2 TENNISBURY MA 01876		5. PROJECT NO. (If applicable) CODE S2205A
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) RAYTHEON COMPANY 350 LOWELL ST. ANDOVER MA 01810-4400			9A. AMENDMENT OF SOLICITATION NO.		
			9B. DATED (SEE ITEM 11)		
			X 10A. MOD. OF CONTRACT/ORDER NO. DASG60-98-C-0001		
			X 10B. DATED (SEE ITEM 13) 30-Jan-1998		
CODE 05716		FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended.					
<p>Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:</p> <p>(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.</p>					
12. ACCOUNTING AND APPROPRIATION DATA (if required)					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT/ORDERS IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).					
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:					
X D. OTHER (Specify type of modification and authority) UNILATERAL: FAR 52.243-2, Changes and FAR 52.232-22, "Limitation of Funds"					
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: [REDACTED] To issue a change order for initiation of effort related to supporting the change out of the [REDACTED] (b)(6) [REDACTED] The contractor shall identify the applicable portions of the requirements documents (b)(3)(A) and drawings required to update the JLENS design as well as a list of required equipment, cost and schedule to complete the integration (i) & Title 10 processes prior to or commensurate with Software Capability 3 integration and testing currently scheduled for October 2011. Sec 130 (a)(b)					
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect					
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)		
[REDACTED]			[REDACTED] (b)(6)		
15B. CONTRACTOR/OFFEROR			15C. DATE SIGNED		16B. UNITED STATES OF AMERICA
[REDACTED] (Signature of person authorized to sign)			[REDACTED]		16C. DATE SIGNED 03-Dec-2009 (b)(6)

EXCEPTION TO SF 30

30 105 04

STANDARD FORM 10 (Rev. 10-83)

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SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

1. SECTION A - SOLICITATION/CONTRACT FORM

The total cost of this contract was increased by \$1,000,083.00 from \$1,815,229,016.00 to \$1,816,229,099.00.

2. SECTION B - SUPPLIES OR SERVICES AND PRICES

SUBCLIN 0017AA

The target cost has increased by [redacted] from [redacted] to [redacted]

The target profit/fee has increased by [redacted] from [redacted] to [redacted]

The total cost of this line item has increased by \$1,000,083.00 from \$1,590,455,452.00 to \$1,591,455,535.00.

(b)(4)

This includes an increase in target cost of [redacted] of cost and [redacted] facilities capital cost of money) and an increase in target fee of [redacted] which is [redacted] of target cost less facilities capital cost of money.

(b)(4)

The following Section B clauses are hereby revised:

B-17. INCENTIVE FEE FOR SUBCLIN 0017AA/CLIN 0018 (SEE H-19):

In accordance with FAR 52.216-7, entitled "Allowable Cost and Payments", and FAR 52.216-10, entitled "Incentive Fee", the total amount for reimbursement of cost and fee for performance under SubCLIN 0017AA/CLIN 0018 are set forth below:

Target Cost [redacted]  
Target Fee [redacted]

(b)(4)

Incentive Arrangement: Maximum Fee: [redacted]  
Minimum Fee: [redacted]

(Share Ratio: Government/Contractor)

Underrun: [redacted] the amount by which the total allowable cost is less than the target cost until maximum fee is attained.

(b)(4)

Overrun: [redacted] for the amount by which the total allowable cost exceeds the target cost until minimum fee is attained.

FAR 52.216-10, INCENTIVE, paragraph (e)(1), is stated as follows:

(e) Fee Payable.

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

(b)(4)

B-18. TARGET COST, TARGET FEE, MINIMUM INCENTIVE FEE, MAXIMUM INCENTIVE FEE, AND INCENTIVE ARRANGEMENT FOR SUBCLIN 0017AA/CLIN 0018.

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SUBCLIN 0017AA - (Two SDD JLENS Systems)

- a. Target cost: [REDACTED]
- b. Target fee: [REDACTED]
- c. Minimum incentive fee: [REDACTED]
- d. Maximum incentive fee: [REDACTED]
- e. Total target cost and target fee: \$1,591,455,535

(b)(4)

3. SECTION G - CONTRACT ADMINISTRATION DATA

Paragraph G-6, IMPLEMENTATION OF AND EXPLANATION OF THE RELATIONSHIP OF THE LIMITATION OF FUNDS (LOF) CLAUSE TO FEE OBLIGATIONS, subparagraph c., is revised to read as follows:

SUBCLIN 0017AA :	PRIOR	THIS MODIFICATION	CUMULATIVE TOTAL*
(1) Amount Required for Full Funding, Including Fee:	\$ 1,590,455,452	\$1,000,083	\$ 1,591,455,535
(2) Amount Allotted Under the LOF Clause for Payment of Costs:	[REDACTED]	[REDACTED]	[REDACTED]
(3) Amount Separately Obligated for Payment of Fee:	[REDACTED]	[REDACTED]	[REDACTED]
(4) Total Amount Allotted and Obligated:	\$ 1,060,727,502	\$ 0	\$1,060,727,502
(5) Net Amount Required for Full Funding	\$ 529,727,950	\$1,000,083	\$ 530,728,033

(b)(4)

\* These figures take into consideration the negotiated total value of SubCLIN 0017AA (This does not include SubCLIN 17AH)

4. SECTION H - SPECIAL CONTRACT REQUIREMENTS is changed as follows:

Paragraph H-19, INCENTIVE FEE STRUCTURE AND PAYMENT FOR CLIN 0017, SYSTEM DEVELOPMENT AND DEMONSTRATION (SDD), subparagraphs a. and b., are revised as follows:

a. General.

SubCLIN 0017AA, System Development and Demonstration (SDD), is a cost-plus-incentive-fee (CPIF) Line Item with cost and schedule incentives as described below. Paragraph H-19(b) applies only to the Cost Incentive and Paragraph H-19(c) applies only to the Schedule Incentive. The contract price amount of \$1,591,455,535 includes a target cost of \$ [REDACTED] which includes [REDACTED] of cost and [REDACTED] of facilities capital cost of money) and a target incentive fee of [REDACTED] which is [REDACTED] of target cost less facilities capital cost of money.

(b)(4)

b. Cost Incentive.

- (1) The target fee payable under SubCLIN 0017AA is [REDACTED] of the target cost less facilities capital cost of money [REDACTED] an amount equal to [REDACTED]
- (2) The maximum fee payable under SubCLIN 0017AA is [REDACTED] of the target cost less facilities capital cost of money [REDACTED] an amount equal to [REDACTED]

(b)(4)

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(3) The minimum fee payable under SubCLIN 0017AA is [redacted] of the target cost less facilities capital cost of money [redacted] an amount equal to [redacted]

(4) Fee will be adjusted for actual cost that is less than or more than the target cost stated above using a share ratio of [redacted] Government / [redacted] Contractor for actual costs less than the target cost, and a ratio of [redacted] Government / [redacted] Contractor for actual costs greater than the target cost range applied according to Paragraph H-19(c)(1).

(b)(4)

(5) Nothing stated in this clause shall take precedence over the clause 52.216-10 - Incentive Fee contained in this contract.

c. Schedule Incentive.

(1) A maximum [redacted] "flat zone" will be established at the target cost value of [redacted] with the conduct of milestones below. The "flat zone" over which the contractor will earn target fee is for eligible costs from [redacted] to [redacted] once the program milestones set forth below are conducted.

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

(a) [redacted] of the maximum benefit of the "flat zone", earned by the conduct of the SDD System Functional Review NLT 2nd Quarter, Fiscal Year 2007. (It is hereby acknowledged by the government that Raytheon completed the requirement for this flat zone and earned the "Flat Zone" schedule incentive of [redacted] Final determination of incentive fee payment utilizing the "Flat Zone" amount will be made at the conclusion of the contract. Reference letter, dated 5 March 2007 from [redacted]

(b)(4)  
(b)(6)

(b) [redacted] of the maximum benefit of the "flat zone", earned by the conduct of SDD Orbit Critical Design review NLT 2nd Quarter, Fiscal Year 2009. (It is hereby acknowledged by the government that Raytheon completed the requirement for this flat zone and earned the "Flat Zone" schedule incentive of [redacted] Final determination of incentive fee payment utilizing the "Flat Zone" amount will be made at the conclusion of the contract. Reference letter, dated 12 January 2009, from [redacted]

(b)(4)  
(b)(6)

(2) An additional schedule incentive fee pool of [redacted] (maximum) is established and will be awarded to the contractor for conducting Test Readiness Review to allow for the Limited User Test Effort according to the schedule below:

(b)(4)

(a) [redacted] of the schedule fee pool, an amount of \$ [redacted] will be awarded to the contractor if the contractor conducts the Test Readiness Review for the Limited User Test NLT 31 March 2011.

(b)(4)

(b) [redacted] of the schedule fee pool, an amount of \$ [redacted] will be awarded to the contractor if the contractor conducts the Test Readiness Review for the Limited User Test NLT 28 February 2011.

(b)(4)

(c) [redacted] of the schedule fee pool, an amount of \$ [redacted] will be awarded to the contractor if the contractor conducts the Test Readiness Review for the Limited User Test NLT 31 January 2011.

(b)(4)

(d) [redacted] of the schedule fee pool, an amount of \$ [redacted] will be awarded to the contractor if the contractor conducts the Test Readiness Review for the Limited User Test NLT 31 December 2010.

(b)(4)

(e) If the contractor conducts the Test Readiness Review for the Limited User Test on or after 01 April 2011, the contractor is not entitled to any of the schedule fee incentive pool.

(f) If the contractor achieves an early milestone as listed in (a) through (d), the contractor shall submit a letter to the government Contracting Officer notifying him/her of the completion of the milestone and the claim for the incentive fee.

(3) For Earned Value and cost reporting purposes, the target cost value of [redacted] will be used.

(b)(4)

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**(4) If schedule incentive fee listed above is earned, the additional contract value will be added to the total value of this contract at the time the incentive is earned.**

**d. Changes issued under FAR 52.243-2, Changes - Cost Reimbursement**

**In the event of a change issued under FAR 52.243-2, Changes - Cost Reimbursement, it is agreed that changes to the performance and schedule incentive may be considered a part of the equitable adjustment. In the event that any Options to CLIN 0017 are added and exercised, the incentive fee for cost and schedule/performance applicable to the Option will be incorporated in accordance with the incentive fee structure of this provision.**

**(End of Summary of Changes)**

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<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			1. CONTRACT ID CODE <b>V</b>	PAGE OF PAGES <b>1   2</b>
AMENDMENT/MODIFICATION NO. <b>2200</b>		3. EFFECTIVE DATE <b>07-Dec-2009</b>	4. REQUISITION/PURCHASE REQ. NO.	
5. PROJECT NO. (If applicable)		6. ISSUED BY CODE <b>W9113M</b>		
USASMO/ARSTRAT FRONTSMILL AL 3597 <b>(b)(6)</b>		7. ADMINISTERED BY (If other than item 6) CODE <b>S2205A</b> DCMA RAYTHEON 50 APPLE HILL DRIVE M/S T2FR2 TEWKSBURY MA 01878		
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) RAYTHEON COMPANY 300 LOWELL ST. ANDOVER MA 01810-4400			9A. AMENDMENT OF SOLICITATION NO.	
			9B. DATED (SEE ITEM 11)	
			X 10A. MOD. OF CONTRACT/ORDER NO. DASG60-98-C-0001	
			X 10B. DATED (SEE ITEM 13) 30-Jan-1998	
CODE <b>05716</b> FACILITY CODE				
<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>				
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.				
<b>12. ACCOUNTING AND APPROPRIATION DATA (If required)</b>				
<b>13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.</b>				
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.				
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).				
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:				
D. OTHER (Specify type of modification and authority)				
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.				
<b>14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)</b> Modification Control Number: <b>(b)(6)</b> Modification F00139, Section G-5, Accounting and Appropriation, SUBCLIN 0017AA, is hereby revised to correct ACRN KR to ACRN KQ. No additional funds have been provided.				
<small>Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.</small>				
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
<b>(b)(6)</b>			<b>(b)(6)</b>	
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
<b>(b)(6)</b>		<b>(b)(6)</b>	BY <b>(b)(6)</b>	07-Dec-2009 <b>(b)(6)</b>
<small>(Signature of person authorized to sign)</small>		<small>(Signature of Contracting Officer)</small>		

EXCEPTION TO SF 30  
APPROVED BY \_\_\_\_\_

30-105-04

STANDARD FORM 30 (Rev. 10-83)

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SECTION SF 30 BLOCK 14 CONTINUATION PAGE

**SUMMARY OF CHANGES**

SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

SUBCLIN 0017AA:

Modification P00139, ACRN KR was changed to KQ. The accounting classification remains the same.

(End of Summary of Changes)

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<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>				1. CONTRACT ID CODE <b>V</b>	PAGE OF PAGES <b>1   8</b>
2. AMENDMENT/MODIFICATION NO. <b>0201</b>		3. EFFECTIVE DATE <b>14-Dec-2009</b>	4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If applicable)
6. ISSUED BY USARMDC/ARSTRAT [REDACTED] HUNTSVILLE AL 3 [REDACTED] <span style="border: 1px solid red; padding: 2px;">(b)(6)</span>		CODE <b>W9113M</b>	7. ADMINISTERED BY (If other than item 6) DCMA RAYTHEON 50 APPLE HILL DRIVE M/ST2FR2 TEWKSBURY MA 01876		CODE <b>S2205A</b>
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) RAYTHEON COMPANY 350 LOWELL ST. ANDOVER MA 01810-4400				9A. AMENDMENT OF SOLICITATION NO.	
				9B. DATED (SEE ITEM 11)	
				X 10A. MOD. OF CONTRACT/ORDER NO. <b>DA S60-98-C-0001</b>	
				X 10B. DATED (SEE ITEM 13) <b>30-Jan-1998</b>	
CODE <b>05716</b>		FACILITY CODE			
<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA (If required) <b>See Schedule</b>					
<b>13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.</b>					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).					
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:					
X D. OTHER (Specify type of modification and authority) <b>UNILATERAL: FAR 52.232-22, "Limitation of Funds"</b>					
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: [REDACTED] <span style="float: right;">(b)(6)</span> To increase incremental funding for SubCLIN 0017AA in the amount of \$645,296 and for CLIN 0025 in the amount of \$15,876.					
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.					
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)		
[REDACTED]			[REDACTED] <span style="float: right;">(b)(6)</span>		
15B. CONTRACTOR/OFFEROR			15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
[REDACTED] (Signature of person authorized to sign)			[REDACTED]	[REDACTED] (Signature of Contracting Officer)	[REDACTED] <span style="float: right;">(b)(6)</span>

EXCEPTION TO SF 30

30-105-04

STANDARD FORM 30 (Rev. 10-83)

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SECTION SF 30 BLOCK 14 CONTINUATION PAGE

**SUMMARY OF CHANGES**

1. SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by \$660,972.00 from \$1,277,084,976.52 to \$1,277,745,948.52.

SUBCLIN 0017AA:

LK: 21 9 2040 5L 5L68 P172419E555L 255Y 4M9J730000 S01021 4M9J730000/94MJLE/4M5 was increased by \$645,296.00 from \$280,770,601.00 to \$281,415,897.00

Target Cost, Target Fee, and Total for the above increase of \$645,296 is distributed as follows and includes a increase in target cost of [REDACTED] of cost and [REDACTED] facilities capital cost of money) and a increase in target incentive fee of [REDACTED] which is [REDACTED] target cost less facilities capital cost of money.

(b)(4)

Target Cost	[REDACTED]
Target Fee	[REDACTED]
Total	\$645,296

IMPLEMENTATION OF AND EXPLANATION OF THE RELATIONSHIP OF THE LIMITATION OF FUNDS (LOF) CLAUSE TO FEE OBLIGATIONS, subparagraph c., is revised to read as follows:

SUBCLIN 0017AA :

	<u>PRIOR</u>	<u>THIS MODIFICATION</u>	<u>CUMULATIVE TOTAL*</u>
(1) Amount Required for Full Funding, Including Fee:	\$1,591,455,535	\$ 0	\$ 1,591,455,535
(2) Amount Allotted Under the LOF Clause for Payment of Costs:	[REDACTED]	[REDACTED]	[REDACTED]
(3) Amount Separately Obligated for Payment of Fee:	[REDACTED]	[REDACTED]	[REDACTED]
(4) Total Amount Allotted and Obligated:	\$ 1,060,727,502	\$645,296	\$1,061,372,798
(5) Net Amount Required for Full Funding	\$ 530,728,033	(\$645,296)	\$ 530,082,737

(b)(4)

\* These figures take into consideration the negotiated total value of SubCLIN 0017AA (This does not include SubCLIN 17AH)

SUBCLIN 002502:

LM: 21 9 2040 5L 5L68 P172419E555L 255Y 4M9J730200 S01021 4M9J730200/94MJLE/4M5 (CIN 00000000000000000000000000000000) was increased by \$15,676.00 from \$1,394,700.00 to \$1,410,376.00

Target Cost, Target Fee, and Total for the above \$15,676 increase is distributed as follows and includes a target cost of \$14,392 [REDACTED] cost and [REDACTED] facilities capital cost of money) and a target incentive fee of [REDACTED] which is [REDACTED] of target cost less facilities capital cost of money.

(b)(4)

Target Cost	[REDACTED]
-------------	------------

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Target Fee	[REDACTED]
Total	\$15,676

(b)(4)

IMPLEMENTATION OF AND EXPLANATION OF THE RELATIONSHIP OF THE LIMITATION OF FUNDS (LOF) CLAUSE TO FEE OBLIGATIONS, is revised as follows:

SUBCLIN 0025 :	<u>PRIOR</u>	<u>THIS MODIFICATION</u>	<u>CUMULATIVE TOTAL</u>
(1) Amount Required for Full Funding, Including Fee:	\$6,718,379	\$ 0	\$6,718,379
(2) Amount Allotted Under the LOF Clause for Payment of Costs:	[REDACTED]	[REDACTED]	[REDACTED]
(3) Amount Separately Obligated for Payment of Fee:	[REDACTED]	[REDACTED]	[REDACTED]
(4) Total Amount Allotted and Obligated:	\$2,568,550	\$15,676	\$2,584,226
(5) Net Amount Required for Full Funding	\$4,149,829	(\$15,676)	\$4,134,153

(b)(4)

(b)(4)

2. SECTION H – SPECIAL CONTRACT REQUIREMENTS

INCREMENTAL FUNDING OF THE CONTRACT, is revised as follows:

Pursuant to the LIMITATION OF FUNDS clause, the sum of \$2,584,226 is presently allotted to CLIN 0025 and available for payment to cover the work to be performed hereunder.

3. The following is an update to Modification P00197 showing a summary of funding by ACRN through Modification P00201:

<u>ACRN</u>	<u>FUNDING</u>
AA	440,100.00
AB	2,298,235.00
AC	17,832,987.00
AD	0.00
AE	7,500,000.00
AF	3,300,000.00
AG	17,192,400.00
AH	700,000.00
AJ	200,000.00
AK	85,000.00
AL	45,000.00
AM	17,045,000.00
AN	5,800.00
AP	20,779,000.00
AQ	105,000.00
AR	35,000.00
AS	0.00
AT	6,984,678.52
AU	7,970,000.00
AV	0.00
AW	100,000.00
AX	3,396,000.00
AY	550,000.00

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AZ	19,412,000.00
BA	24,527,878.00
BB	146,000.00
BC	72,000.00
BD	85,000.00
BE	100,000.00
BF	100,000.00
BG	1,975,321.00
BH	38,018,908.00
BJ	8,023,110.00
BK	260,000.00
BL	0.00
BM	125,000.00
BN	103,000.00
BP	10,352,348.00
BU	350,000.00
BV	9,000.00
BW	84,896,852.00
BX	1,146,000.00
BY	3,880,000.00
BZ	190,000.00
KL	118,250.00
KM	192,793,000.00
KN	0.00
KQ	92,811.00
KR	0.00
KS	0.00
KT	386,377,998.00
KU	2,203,183.00
KV	65,000.00
KW	20,000.00
KX	60,000.00
KY	25,000.00
KZ	25,000.00
LA	13,508.00
LB	12,500.00
LC	200,000.00
LD	7,943,648.00
LE	1,173,850.00
LF	10,000.00
LG	62,000.00
LH	400,000.00
LJ	7,476.00
LK	<b>\$281,415,897.00</b>
LL	\$173,798.00
LM	<b>\$1,410,376.00</b>
LN	\$630,061.00
LP	\$83,200.00
LQ	\$235,566.00
LR	\$125,000.00

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LS	\$6,069,616.00
LT	\$530,377.00
LU	\$9,100,000.00
LV	\$1,957,265.00
LW	\$255,567.00
LX	\$68,000.00
LY	\$82,000,000.00
LZ	\$1,751,384.00

4. The following is an update to Modification P00197 showing a summary of funding by CLIN by ACRN through Modification P00201:

<u>CLIN</u>	<u>ACRN</u>	<u>FUNDING AMT</u>	<u>CLIN TOTAL</u>
CLIN 0001	AA	440,100.00	
CLIN 0001	AD	0.00	
			<u>440,100.00</u>
CLIN 0003	AB	2,298,235.00	
CLIN 0003	AC	17,832,987.00	
CLIN 0003	AD	0.00	
CLIN 0003	AE	7,500,000.00	
CLIN 0003	AF	3,300,000.00	
CLIN 0003	AG	17,192,400.00	
CLIN 0003	AH	700,000.00	
CLIN 0003	AM	17,045,000.00	
CLIN 0003	AN	5,800.00	
CLIN 0003	AP	20,779,000.00	
CLIN 0003	AS	0.00	
CLIN 0003	AT	6,984,678.52	
CLIN 0003	AW	100,000.00	
CLIN 0003	AY	550,000.00	
			<u>94,288,100.52</u>
CLIN 0005	BA	24,527,878.00	
CLIN 0005	BB	146,000.00	
CLIN 0005	BC	72,000.00	
CLIN 0005	BD	85,000.00	
CLIN 0005	BE	100,000.00	
CLIN 0005	BF	100,000.00	
CLIN 0005	BG	1,975,321.00	
CLIN 0005	BH	38,018,908.00	
CLIN 0005	BL	0.00	
CLIN 0005	BZ	0.00	
			<u>65,025,107.00</u>
CLIN 0007AA	BP	10,352,348.00	
			<u>10,352,348.00</u>

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CLIN 0009AA	AQ	45,106.00	
CLIN 0009AA	AV	0.00	
CLIN 0009AA	BK	256,545.00	
CLIN 0009AA	BM	125,000.00	
CLIN 0009AA	BN	21,315.00	
			<u>447,966.00</u>
CLIN 0009AB	AJ	200,000.00	
CLIN 0009AB	AK	85,000.00	
CLIN 0009AB	AL	45,000.00	
CLIN 0009AB	AQ	59,894.00	
CLIN 0009AB	AR	35,000.00	
CLIN 0009AB	BK	3,455.00	
CLIN 0009AB	BN	81,685.00	
CLIN 0009AB	BU	350,000.00	
CLIN 0009AB	BV	9,000.00	
			<u>869,034.00</u>
CLIN 0013	AU	7,970,000.00	
CLIN 0013	AX	3,396,000.00	
CLIN 0013	AY	0.00	
CLIN 0013	AZ	19,412,000.00	
CLIN 0013	BJ	8,023,110.00	
			<u>38,801,110.00</u>
CLIN 0017	BW	0.00	
CLIN 0017	KM	0.00	
			<u>0.00</u>
CLIN 0017AA	BY	3,880,000.00	
CLIN 0017AA	BX	1,146,000.00	
CLIN 0017AA	BW	84,896,852.00	
CLIN 0017AA	BZ	0.00	
CLIN 0017AA	KM	192,793,000.00	
CLIN 0017AA	KN	0.00	
CLIN 0017AA	KQ	66,151.00	
CLIN 0017AA	KS	0.00	
CLIN 0017AA	KT	386,204,200.00	
CLIN 0017AA	KU	2,203,183.00	
CLIN 0017AA	KY	0.00	
CLIN 0017AA	LC	200,000.00	
CLIN 0017AA	LD	7,943,648.00	
CLIN 0017AA	LE	0.00	
CLIN 0017AA	LH	400,000.00	
CLIN 0017AA	LJ	7,476.00	
<b>CLIN 0017AA</b>	<b>LK</b>	<b>281,415,897.00</b>	
CLIN 0017AA	LQ	235,566.00	

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CLIN 0017AA	LS	6,069,616.00	
CLIN 0017AA	LT	530,377.00	
CLIN 0017AA	LU	\$9,100,000.00	
CLIN 0017AA	LV	\$1,957,265.00	
CLIN 0017AA	LW	\$255,567.00	
CLIN 0017AA	LX	\$68,000.00	
CLIN 0017AA	LY	\$82,000,000.00	
			<u><u>1,061,372,798.00</u></u>
CLIN 0017AB	KL	118,250.00	
			<u>118,250.00</u>
CLIN 0017AC	BZ	190,000.00	
			<u>190,000.00</u>
CLIN 0017AD	KN	0.00	
CLIN 0017AD	KS	0.00	
			<u>0.00</u>
CLIN 0017AE	LL	173,798.00	
			<u>173,798.00</u>
CLIN 0017AH	KT	173,798.00	
			<u>173,798.00</u>
CLIN 0020AA	KN	0.00	
CLIN 0020AA	KQ	26,660.00	
			<u>26,660.00</u>
CLIN 0021AA	KW	0.00	
			<u>0.00</u>
CLIN 0021AB	KV	0.00	
CLIN 0021AB	LB	0.00	
CLIN 0021AB	KX	0.00	
CLIN 0021AB	KY	0.00	
			<u>0.00</u>
CLIN 0021AC	KZ	0.00	
CLIN 0021AC	LA	0.00	
			<u>0.00</u>

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CLIN 0022	KW	0.00	<u>0.00</u>
CLIN 0023	KX	60,000.00	
CLIN 0023	KY	25,000.00	
CLIN 0023	KV	65,000.00	
CLIN 0023	LB	12,500.00	
CLIN 0023	LF	10,000.00	
CLIN 0023	LR	\$125,000.00	
			<u>297,500.00</u>
CLIN 0024	LA	13,508.00	
CLIN 0024	LG	62,000.00	
CLIN 0024	KZ	25,000.00	
CLIN 0024	KW	20,000.00	
CLIN 0024	LP	83,200.00	
			<u>203,708.00</u>
CLIN 0025	LE	1,173,850.00	
CLIN 0025	LM	1,410,376.00	
			<u>2,584,226.00</u>
CLIN 0026	LN	630,061.00	
			<u>630,061.00</u>
CLIN 0027	LZ	1,751,384.00	
			<u>1,751,384.00</u>

(End of Summary of Changes)

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AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES	
			V	1	8
2. AMENDMENT/MODIFICATION NO. 3202	3. EFFECTIVE DATE 12-Jan-2010	4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If applicable)	
6. ISSUED BY USASMDCARSTRAT [REDACTED] HUNTSVILLE AL 35894-0001	CODE W9113M	7. ADMINISTERED BY (If other than item 6) DCMA RAYTHEON 50 APPLE HILL DRIVE M/S T2FR2 TEMBURSBURY MA 01876		CODE S2205A	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) RAYTHEON COMPANY 350 LOWELL ST. ANDOVER MA 01810-4400			9A. AMENDMENT OF SOLICITATION NO.		
			9B. DATED (SEE ITEM 11)		
			X	10A. MOD. OF CONTRACT/ORDER NO. DASG80-98-C-0001	
			X	10B. DATED (SEE ITEM 13) 30-Jan-1998	
CODE 05716	FACILITY CODE				
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA (If required) <b>See Schedule</b>					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).					
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:					
X D. OTHER (Specify type of modification and authority) UNILATERAL: FAR 52.232-22, "Limitation of Funds"					
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: [REDACTED] To increase incremental funding for SubCLIN0017AA in the amount of \$35,000,000. (b)(6)					
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.					
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)		
[REDACTED]			[REDACTED] (b)(6)		
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED	16B. UNITED STATES OF AMERICA		16C. DATE SIGNED
[REDACTED] (Signature of person authorized to sign)			[REDACTED] (Signature of Contracting Officer)		12-Jan-2010 (b)(6)

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

**SUMMARY OF CHANGES**

1. SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by \$35,000,000.00 from \$1,277,745,948.52 to \$1,312,745,948.52.

SUBCLIN 0017AA:

LY: 21 0 2040 5L 5L68 P172419E555L 255Y 4M0J730000 S01021 4M0J730000/04MJLE/4M5 was increased by \$35,000,000.00 from \$82,000,000.00 to \$117,000,000.00

Target Cost, Target Fee, and Total for the above increase of \$35,000,000 is distributed as follows and includes a increase in target cost of [REDACTED] of cost and [REDACTED] of facilities capital cost of money) and a increase in target incentive fee of [REDACTED] which is [REDACTED] of target cost less facilities capital cost of money.

(b)(4)

Target Cost	[REDACTED]
Target Fee	[REDACTED]
Total	\$35,000,000

IMPLEMENTATION OF AND EXPLANATION OF THE RELATIONSHIP OF THE LIMITATION OF FUNDS (LOF) CLAUSE TO FEE OBLIGATIONS, subparagraph c., is revised to read as follows:

SUBCLIN 0017AA :

	<u>PRIOR</u>	<u>THIS MODIFICATION</u>	<u>CUMULATIVE TOTAL*</u>
(1) Amount Required for Full Funding, Including Fee:	\$1,591,455,535	\$ 0	\$ 1,591,455,535
(2) Amount Allotted Under the LOF Clause for Payment of Costs:	[REDACTED]	[REDACTED]	[REDACTED]
(3) Amount Separately Obligated for Payment of Fee:	[REDACTED]	[REDACTED]	[REDACTED]
(4) Total Amount Allotted and Obligated:	\$ 1,061,372,798	\$35,000,000	\$1,096,372,798
(5) Net Amount Required for Full Funding	\$ 530,082,737	(\$35,000,000)	\$ 495,082,737

(b)(4)

\* These figures take into consideration the negotiated total value of SubCLIN 0017AA (This does not include SubCLIN 17AH)

2. The following is an update to Modification P00201 showing a summary of funding by ACRN through Modification P00202:

<u>ACRN</u>	<u>FUNDING</u>
AA	440,100.00
AB	2,298,235.00
AC	17,832,987.00
AD	0.00

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AE	7,500,000.00
AF	3,300,000.00
AG	17,192,400.00
AH	700,000.00
AJ	200,000.00
AK	85,000.00
AL	45,000.00
AM	17,045,000.00
AN	5,800.00
AP	20,779,000.00
AQ	105,000.00
AR	35,000.00
AS	0.00
AT	6,984,678.52
AU	7,970,000.00
AV	0.00
AW	100,000.00
AX	3,396,000.00
AY	550,000.00
AZ	19,412,000.00
BA	24,527,878.00
BB	146,000.00
BC	72,000.00
BD	85,000.00
BE	100,000.00
BF	100,000.00
BG	1,975,321.00
BH	38,018,908.00
BJ	8,023,110.00
BK	280,000.00
BL	0.00
BM	125,000.00
BN	103,000.00
BP	10,352,348.00
BU	350,000.00
BV	9,000.00
BW	84,896,852.00
BX	1,146,000.00
BY	3,880,000.00
BZ	190,000.00
KL	118,250.00
KM	192,793,000.00
KN	0.00
KQ	92,811.00
KR	0.00
KS	0.00
KT	386,377,998.00
KU	2,203,183.00
KV	65,000.00
KW	20,000.00

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KX	60,000.00
KY	25,000.00
KZ	25,000.00
LA	13,508.00
LB	12,500.00
LC	200,000.00
LD	7,943,648.00
LE	1,173,850.00
LF	10,000.00
LG	62,000.00
LH	400,000.00
LJ	7,476.00
LK	\$281,415,897.00
LL	\$173,798.00
LM	\$1,410,376.00
LN	\$830,061.00
LP	\$83,200.00
LQ	\$235,568.00
LR	\$125,000.00
LS	\$6,089,616.00
LT	\$530,377.00
LU	\$9,100,000.00
LV	\$1,957,285.00
LW	\$255,567.00
LX	\$68,000.00
LY	\$117,000,000.00
LZ	\$1,751,384.00

3. The following is an update to Modification P00201 showing a summary of funding by CLIN by ACRN through Modification P00202:

<u>CLIN</u>	<u>ACRN</u>	<u>FUNDING AMT</u>	<u>CLIN TOTAL</u>
CLIN 0001	AA	440,100.00	
CLIN 0001	AD	0.00	
			<u>440,100.00</u>
CLIN 0003	AB	2,298,235.00	
CLIN 0003	AC	17,832,987.00	
CLIN 0003	AD	0.00	
CLIN 0003	AE	7,500,000.00	
CLIN 0003	AF	3,300,000.00	
CLIN 0003	AG	17,192,400.00	
CLIN 0003	AH	700,000.00	
CLIN 0003	AM	17,045,000.00	
CLIN 0003	AN	5,800.00	
CLIN 0003	AP	20,779,000.00	
CLIN 0003	AS	0.00	
CLIN 0003	AT	6,984,678.52	

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CLIN 0003	AW	100,000.00	
CLIN 0003	AY	550,000.00	
			<u>94,288,100.52</u>
CLIN 0005	BA	24,527,878.00	
CLIN 0005	BB	146,000.00	
CLIN 0005	BC	72,000.00	
CLIN 0005	BD	85,000.00	
CLIN 0005	BE	100,000.00	
CLIN 0005	BF	100,000.00	
CLIN 0005	BG	1,975,321.00	
CLIN 0005	BH	38,018,908.00	
CLIN 0005	BL	0.00	
CLIN 0005	BZ	0.00	
			<u>65,025,107.00</u>
CLIN 0007AA	BP	10,352,348.00	
			<u>10,352,348.00</u>
CLIN 0009AA	AQ	45,106.00	
CLIN 0009AA	AV	0.00	
CLIN 0009AA	BK	256,545.00	
CLIN 0009AA	BM	125,000.00	
CLIN 0009AA	BN	21,315.00	
			<u>447,966.00</u>
CLIN 0009AB	AJ	200,000.00	
CLIN 0009AB	AK	85,000.00	
CLIN 0009AB	AL	45,000.00	
CLIN 0009AB	AQ	59,894.00	
CLIN 0009AB	AR	35,000.00	
CLIN 0009AB	BK	3,455.00	
CLIN 0009AB	BN	81,685.00	
CLIN 0009AB	BU	350,000.00	
CLIN 0009AB	BV	9,000.00	
			<u>869,034.00</u>
CLIN 0013	AU	7,970,000.00	
CLIN 0013	AX	3,396,000.00	
CLIN 0013	AY	0.00	
CLIN 0013	AZ	19,412,000.00	
CLIN 0013	BJ	8,023,110.00	
			<u>38,801,110.00</u>
CLIN 0017	BW	0.00	
CLIN 0017	KM	0.00	

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			<u>0.00</u>
CLIN 0017AA	BY	3,880,000.00	
CLIN 0017AA	BX	1,146,000.00	
CLIN 0017AA	BW	84,896,852.00	
CLIN 0017AA	BZ	0.00	
CLIN 0017AA	KM	192,793,000.00	
CLIN 0017AA	KN	0.00	
CLIN 0017AA	KQ	66,151.00	
CLIN 0017AA	KS	0.00	
CLIN 0017AA	KT	386,204,200.00	
CLIN 0017AA	KU	2,203,183.00	
CLIN 0017AA	KY	0.00	
CLIN 0017AA	LC	200,000.00	
CLIN 0017AA	LD	7,943,648.00	
CLIN 0017AA	LE	0.00	
CLIN 0017AA	LH	400,000.00	
CLIN 0017AA	LJ	7,476.00	
CLIN 0017AA	LK	281,415,897.00	
CLIN 0017AA	LQ	235,566.00	
CLIN 0017AA	LS	6,069,616.00	
CLIN 0017AA	LT	530,377.00	
CLIN 0017AA	LU	\$9,100,000.00	
CLIN 0017AA	LV	\$1,957,265.00	
CLIN 0017AA	LW	\$255,567.00	
CLIN 0017AA	LX	\$68,000.00	
CLIN 0017AA	LY	\$117,000,000.00	
			<u>1,096,372,798.00</u>
CLIN 0017AB	KL	118,250.00	
			<u>118,250.00</u>
CLIN 0017AC	BZ	190,000.00	
			<u>190,000.00</u>
CLIN 0017AD	KN	0.00	
CLIN 0017AD	KS	0.00	
			<u>0.00</u>
CLIN 0017AE	LL	173,798.00	
			173,798.00
CLIN 0017AH	KT	173,798.00	
			<u>173,798.00</u>

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CLIN 0020AA	KN	0.00	
CLIN 0020AA	KQ	26,660.00	
			<u>26,660.00</u>
CLIN 0021AA	KW	0.00	
			<u>0.00</u>
CLIN 0021AB	KV	0.00	
CLIN 0021AB	LB	0.00	
CLIN 0021AB	KX	0.00	
CLIN 0021AB	KY	0.00	
			<u>0.00</u>
CLIN 0021AC	KZ	0.00	
CLIN 0021AC	LA	0.00	
			<u>0.00</u>
CLIN 0022	KW	0.00	
			<u>0.00</u>
CLIN 0023	KX	60,000.00	
CLIN 0023	KY	25,000.00	
CLIN 0023	KV	65,000.00	
CLIN 0023	LB	12,500.00	
CLIN 0023	LF	10,000.00	
CLIN 0023	LR	\$125,000.00	
			<u>297,500.00</u>
CLIN 0024	LA	13,508.00	
CLIN 0024	LG	62,000.00	
CLIN 0024	KZ	25,000.00	
CLIN 0024	KW	20,000.00	
CLIN 0024	LP	83,200.00	
			<u>203,708.00</u>
CLIN 0025	LE	1,173,850.00	
CLIN 0025	LM	1,410,376.00	
			<u>2,584,226.00</u>
CLIN 0026	LN	630,061.00	
			<u>630,061.00</u>
CLIN 0027	LZ	1,751,384.00	
			<u>1,751,384.00</u>

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(End of Summary of Changes)

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AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE V	PAGE OF PAGES 1   8
2. AMENDMENT/MODIFICATION NO. 0203	3. EFFECTIVE DATE 25-Jan-2010	4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If applicable)
ISSUED BY [REDACTED] TRAT HUNTSVILLE AL 35807-3801	CODE WB113M	7. ADMINISTERED BY (If other than item 6) DCMA RAYTHEON 50 APPLE HILL DRIVE MST 3FR2 TEWKSBURY MA 01878		CODE S2205A
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) RAYTHEON COMPANY 350 LOWELL ST. ANDOVER MA 01810-4400			9A. AMENDMENT OF SOLICITATION NO.	
			9B. DATED (SEE ITEM 11)	
			X 10A. MOD. OF CONTRACT/ORDER NO. DASG60-98-C-0001	
			10B. DATED (SEE ITEM 13)	
CODE 05716	FACILITY CODE		X 30-Jan-1998	
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended.				
<p>Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:</p> <p>(a) By completing items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.</p>				
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule				
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.				
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.				
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).				
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:				
X D. OTHER (Specify type of modification and authority) UNILATERAL: FAR 52.232-22, "Limitation of Funds"				
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.				
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: [REDACTED] To increase incremental funding for SUBCLIN 0017AA in the amount of \$25,000,000.				
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.				
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
[REDACTED]			[REDACTED]	
15B. CONTRACTOR/OFFEROR			16B. UNITED STATES OF AMERICA	
[REDACTED]			[REDACTED]	
15C. DATE SIGNED			16C. DATE SIGNED	
[REDACTED]			25-Jan-2010	
(Signature of person authorized to sign)			(Signature of Contracting Officer)	

EXCEPTION TO SF 30  
APPROVED BY [REDACTED]

30-105-04

STANDARD FORM 30 (Rev. 10-83)

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SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

I. SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by \$25,000,000.00 from \$1,312,745,948.52 to \$1,337,745,948.52.

SUBCLIN 0017AA:

LY: 21 0 2040 5L 5L68 P172419E555L 255Y 4M0J730000 S01021 4M0J730000/04MJLE/4M5 was increased by \$25,000,000.00 from \$117,000,000.00 to \$142,000,000.00

Target Cost, Target Fee, and Total for the above increase of \$25,000,000 is distributed as follows and includes a increase in target cost of [REDACTED] cost and [REDACTED] facilities capital cost of money) and a increase in target incentive fee of [REDACTED] which is [REDACTED] target cost less facilities capital cost of money. (b)(4)

Target Cost	[REDACTED]
Target Fee	[REDACTED]
Total	\$25,000,000

IMPLEMENTATION OF AND EXPLANATION OF THE RELATIONSHIP OF THE LIMITATION OF FUNDS (LOF) CLAUSE TO FEE OBLIGATIONS, subparagraph c., is revised to read as follows:

SUBCLIN 0017AA :

	<u>PRIOR</u>	<u>THIS MODIFICATION</u>	<u>CUMULATIVE TOTAL*</u>
(1) Amount Required for Full Funding, Including Fee:	\$1,591,455,535	\$ 0	\$ 1,591,455,535
(2) Amount Allotted Under the LOF Clause for Payment of Costs:	[REDACTED]	[REDACTED]	[REDACTED]
(3) Amount Separately Obligated for Payment of Fee:	[REDACTED]	[REDACTED]	[REDACTED]
(4) Total Amount Allotted and Obligated:	\$ 1,096,372,798	\$25,000,000	\$1,121,372,798
(5) Net Amount Required for Full Funding	\$ 495,082,737	(\$25,000,000)	\$ 470,082,737

\* These figures take into consideration the negotiated total value of SubCLIN 0017AA (This does not include SubCLIN 17AH)

2. The following is an update to Modification P00202 showing a summary of funding by ACRN through Modification P00203:

ACRN    FUNDING

AA	440,100.00
AB	2,298,235.00

001848

AC	17,832,987.00
AD	0.00
AE	7,500,000.00
AF	3,300,000.00
AG	17,192,400.00
AH	700,000.00
AJ	200,000.00
AK	85,000.00
AL	45,000.00
AM	17,045,000.00
AN	5,800.00
AP	20,779,000.00
AQ	105,000.00
AR	35,000.00
AS	0.00
AT	6,984,678.52
AU	7,970,000.00
AV	0.00
AW	100,000.00
AX	3,396,000.00
AY	550,000.00
AZ	19,412,000.00
BA	24,527,878.00
BB	146,000.00
BC	72,000.00
BD	85,000.00
BE	100,000.00
BF	100,000.00
BG	1,975,321.00
BH	38,018,908.00
BJ	8,023,110.00
BK	260,000.00
BL	0.00
BM	125,000.00
BN	103,000.00
BP	10,352,348.00
BU	350,000.00
BV	9,000.00
BW	84,896,852.00
BX	1,146,000.00
BY	3,880,000.00
BZ	190,000.00
KL	118,250.00
KM	192,793,000.00
KN	0.00
KQ	92,811.00
KR	0.00
KS	0.00
KT	386,377,998.00
KU	2,203,183.00

001849

KV	65,000.00
KW	20,000.00
KX	60,000.00
KY	25,000.00
KZ	25,000.00
LA	13,508.00
LB	12,500.00
LC	200,000.00
LD	7,943,648.00
LE	1,173,850.00
LF	10,000.00
LG	62,000.00
LH	400,000.00
LJ	7,476.00
LK	\$281,415,897.00
LL	\$173,798.00
LM	\$1,410,376.00
LN	\$630,061.00
LP	\$83,200.00
LQ	\$235,566.00
LR	\$125,000.00
LS	\$6,069,616.00
LT	\$530,377.00
LU	\$9,100,000.00
LV	\$1,957,265.00
LW	\$255,567.00
LX	\$68,000.00
LY	\$142,000,000.00
LZ	\$1,751,384.00

3. The following is an update to Modification P00202 showing a summary of funding by CLIN by ACRN through Modification P00203:

<u>CLIN</u>	<u>ACRN</u>	<u>FUNDING AMT</u>	<u>CLIN TOTAL</u>
CLIN 0001	AA	440,100.00	
CLIN 0001	AD	0.00	
			440,100.00
CLIN 0003	AB	2,298,235.00	
CLIN 0003	AC	17,832,987.00	
CLIN 0003	AD	0.00	
CLIN 0003	AE	7,500,000.00	
CLIN 0003	AF	3,300,000.00	
CLIN 0003	AG	17,192,400.00	
CLIN 0003	AH	700,000.00	
CLIN 0003	AM	17,045,000.00	
CLIN 0003	AN	5,800.00	
CLIN 0003	AP	20,779,000.00	

001850

CLIN 0003	AS	0.00	
CLIN 0003	AT	6,984,678.52	
CLIN 0003	AW	100,000.00	
CLIN 0003	AY	550,000.00	
			<u>94,288,100.52</u>
CLIN 0005	BA	24,527,878.00	
CLIN 0005	BB	146,000.00	
CLIN 0005	BC	72,000.00	
CLIN 0005	BD	85,000.00	
CLIN 0005	BE	100,000.00	
CLIN 0005	BF	100,000.00	
CLIN 0005	BG	1,975,321.00	
CLIN 0005	BH	38,018,908.00	
CLIN 0005	BL	0.00	
CLIN 0005	BZ	0.00	
			<u>65,025,107.00</u>
CLIN 0007AA	BP	10,352,348.00	
			<u>10,352,348.00</u>
CLIN 0009AA	AQ	45,106.00	
CLIN 0009AA	AV	0.00	
CLIN 0009AA	BK	256,545.00	
CLIN 0009AA	BM	125,000.00	
CLIN 0009AA	BN	21,315.00	
			<u>447,966.00</u>
CLIN 0009AB	AJ	200,000.00	
CLIN 0009AB	AK	85,000.00	
CLIN 0009AB	AL	45,000.00	
CLIN 0009AB	AQ	59,894.00	
CLIN 0009AB	AR	35,000.00	
CLIN 0009AB	BK	3,455.00	
CLIN 0009AB	BN	81,685.00	
CLIN 0009AB	BU	350,000.00	
CLIN 0009AB	BV	9,000.00	
			<u>869,034.00</u>
CLIN 0013	AU	7,970,000.00	
CLIN 0013	AX	3,396,000.00	
CLIN 0013	AY	0.00	
CLIN 0013	AZ	19,412,000.00	
CLIN 0013	BJ	8,023,110.00	
			<u>38,801,110.00</u>
CLIN 0017	BW	0.00	

001851

CLIN 0017	KM	0.00	<u>0.00</u>
CLIN 0017AA	BY	3,880,000.00	
CLIN 0017AA	BX	1,146,000.00	
CLIN 0017AA	BW	84,896,852.00	
CLIN 0017AA	BZ	0.00	
CLIN 0017AA	KM	192,793,000.00	
CLIN 0017AA	KN	0.00	
CLIN 0017AA	KQ	66,151.00	
CLIN 0017AA	KS	0.00	
CLIN 0017AA	KT	386,204,200.00	
CLIN 0017AA	KU	2,203,183.00	
CLIN 0017AA	KY	0.00	
CLIN 0017AA	LC	200,000.00	
CLIN 0017AA	LD	7,943,648.00	
CLIN 0017AA	LE	0.00	
CLIN 0017AA	LH	400,000.00	
CLIN 0017AA	LJ	7,476.00	
CLIN 0017AA	LK	281,415,897.00	
CLIN 0017AA	LQ	235,566.00	
CLIN 0017AA	LS	6,069,616.00	
CLIN 0017AA	LT	530,377.00	
CLIN 0017AA	LU	\$9,100,000.00	
CLIN 0017AA	LV	\$1,957,265.00	
CLIN 0017AA	LW	\$255,567.00	
CLIN 0017AA	LX	\$68,000.00	
CLIN 0017AA	LY	\$142,000,000.00	
			<u>1,121,372,798.00</u>
CLIN 0017AB	KL	118,250.00	<u>118,250.00</u>
CLIN 0017AC	BZ	190,000.00	<u>190,000.00</u>
CLIN 0017AD	KN	0.00	
CLIN 0017AD	KS	0.00	
			<u>0.00</u>
CLIN 0017AE	LL	173,798.00	173,798.00
CLIN 0017AH	KT	173,798.00	

001852

			<u>173,798.00</u>
CLIN 0020AA	KN	0.00	
CLIN 0020AA	KQ	26,660.00	
			<u>26,660.00</u>
CLIN 0021AA	KW	0.00	
			<u>0.00</u>
CLIN 0021AB	KV	0.00	
CLIN 0021AB	LB	0.00	
CLIN 0021AB	KX	0.00	
CLIN 0021AB	KY	0.00	
			<u>0.00</u>
CLIN 0021AC	KZ	0.00	
CLIN 0021AC	LA	0.00	
			<u>0.00</u>
CLIN 0022	KW	0.00	
			<u>0.00</u>
CLIN 0023	KX	60,000.00	
CLIN 0023	KY	25,000.00	
CLIN 0023	KV	65,000.00	
CLIN 0023	LB	12,500.00	
CLIN 0023	LF	10,000.00	
CLIN 0023	LR	\$125,000.00	
			<u>297,500.00</u>
CLIN 0024	LA	13,508.00	
CLIN 0024	LG	62,000.00	
CLIN 0024	KZ	25,000.00	
CLIN 0024	KW	20,000.00	
CLIN 0024	LP	83,200.00	
			<u>203,708.00</u>
CLIN 0025	LE	1,173,850.00	
CLIN 0025	LM	1,410,376.00	
			<u>2,584,226.00</u>
CLIN 0026	LN	630,061.00	
			<u>630,061.00</u>
CLIN 0027	LZ	1,751,384.00	

001853

1,751,384.00

(End of Summary of Changes)

001854

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES	
			V	1	8
2. AMENDMENT/MODIFICATION NO. 0204	3. EFFECTIVE DATE 03-Feb-2010	4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (if applicable)	
6. ISSUED BY USAS/DC/ARSTRAT [REDACTED] (b)(6) WONTOWILLE-AL 35807-3607	CODE W9113M	7. ADMINISTERED BY (If other than item 6) DCMA RAYTHEON 50 APPLE HILL DRIVE M/S T2FR2 TEWKSBURY MA 01878		CODE S2206A	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) RAYTHEON COMPANY 300 LOWELL ST. ANDOVER MA 01810-4400			9A. AMENDMENT OF SOLICITATION NO.		
			9B. DATED (SEE ITEM 11)		
			X 10A. MOD. OF CONTRACT/ORDER NO. DASG60-98-C-0001		
			X 10B. DATED (SEE ITEM 13) 30-Jan-1998		
CODE 05716	FACILITY CODE				
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended.					
<p>Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:</p> <p>(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.</p>					
12. ACCOUNTING AND APPROPRIATION DATA (If required) <b>See Schedule</b>					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).					
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:					
X D. OTHER (Specify type of modification and authority) UNILATERAL: FAR 52.232-22, "Limitation of Funds"					
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: [REDACTED] To increase incremental funding for CLIN 0025 in the amount of \$300,000. Pending settlement of the 4 December 2009 [REDACTED] order proposal submitted to the government and as outlined in Directorate B, Contract Operations Division 2 letter, JLENS-2010-007, dated 3 February 2010, these funds are provided to authorize a not-to-exceed (NTE) amount to proceed on the software related tasks for SRS updates and [REDACTED]					
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.					
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)		
[REDACTED]			[REDACTED] (b)(6)		
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA		16C. DATE SIGNED	
(Signature of person authorized to sign)	[REDACTED]	[REDACTED] (Signature of Contracting Officer)		03-Feb-2010 (b)(6)	

EXCEPTION TO SF 30  
APPROVED BY [REDACTED]

30-105-04

STANDARD FORM 30 (Rev. 10-83)

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SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

1. SECTION B - SUPPLIES OR SERVICES AND PRICES

SUBCLIN 002503 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
002503	Funding for CLIN 0025 CPIF FOB: Destination				
				TARGET COST	(b)(4)
				TARGET FEE	(b)(4)
				TOTAL TGT COST + FEE	\$300,000.00

ACRN MA  
CIN: 00000000000000000000000000000000

Target Cost, Target Fee, and Total for the above \$300,000 increase is distributed as follows and includes a target cost of (b)(4) of cost and (b)(4) of facilities capital cost of money) and a target incentive fee of (b)(4) which is (b)(4) of target cost less facilities capital cost of money.

Target Cost	(b)(4)
Target Fee	(b)(4)
Total	\$300,000

IMPLEMENTATION OF AND EXPLANATION OF THE RELATIONSHIP OF THE LIMITATION OF FUNDS (LOF) CLAUSE TO FEE OBLIGATIONS, is revised as follows:

SUBCLIN 0025 :

	PRIOR	THIS MODIFICATION	CUMULATIVE TOTAL
(1) Amount Required for Full Funding, Including Fee:	\$6,718,379	\$ 0	\$6,718,379
(2) Amount Allotted Under the LOF Clause for Payment of Costs:	(b)(4)	(b)(4)	(b)(4)
(3) Amount Separately Obligated for Payment of Fee:	(b)(4)	(b)(4)	(b)(4)
(4) Total Amount Allotted and Obligated:	\$2,584,226	\$300,000	\$2,884,226
(5) Net Amount Required for Full Funding	\$4,134,153	(\$300,000)	\$3,834,153

2. SECTION G - CONTRACT ADMINISTRATION DATA

001856

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by \$300,000.00 from \$1,337,745,948.52 to \$1,338,045,948.52.

SUBCLIN 002503:

Funding on SUBCLIN 002503 is initiated as follows:

ACRN: MA

CIN: 00000000000000000000000000000000

Acctng Data: 21 0 2040 5L 5L68 P172419E555L 255Y 4M0J731200 S01021 4M0J731200/04MJLE/4M5

Increase: \$300,000.00

Total: \$300,000.00

3. SECTION H – SPECIAL CONTRACT REQUIREMENTS

INCREMENTAL FUNDING OF THE CONTRACT, is revised as follows:

Pursuant to the LIMITATION OF FUNDS clause, the sum of \$2,884,226 is presently allotted to CLIN 0025 and available for payment to cover the work to be performed hereunder.

4. The following is an update to Modification P00203 showing a summary of funding by ACRN through Modification P00204:

<u>ACRN</u>	<u>FUNDING</u>
AA	440,100.00
AB	2,298,235.00
AC	17,832,987.00
AD	0.00
AE	7,500,000.00
AF	3,300,000.00
AG	17,192,400.00
AH	700,000.00
AJ	200,000.00
AK	85,000.00
AL	45,000.00
AM	17,045,000.00
AN	5,800.00
AP	20,779,000.00
AQ	105,000.00
AR	35,000.00

001857

AS	0.00
AT	6,984,678.52
AU	7,970,000.00
AV	0.00
AW	100,000.00
AX	3,396,000.00
AY	550,000.00
AZ	19,412,000.00
BA	24,527,878.00
BB	146,000.00
BC	72,000.00
BD	85,000.00
BE	100,000.00
BF	100,000.00
BG	1,975,321.00
BH	38,018,908.00
BJ	8,023,110.00
BK	260,000.00
BL	0.00
BM	125,000.00
BN	103,000.00
BP	10,352,348.00
BU	350,000.00
BV	9,000.00
BW	84,896,852.00
BX	1,146,000.00
BY	3,880,000.00
BZ	190,000.00
KL	118,250.00
KM	192,793,000.00
KN	0.00
KQ	92,811.00
KR	0.00
KS	0.00
KT	386,377,998.00
KU	2,203,183.00
KV	65,000.00
KW	20,000.00
KX	60,000.00
KY	25,000.00
KZ	25,000.00
LA	13,508.00
LB	12,500.00
LC	200,000.00
LD	7,943,648.00
LE	1,173,850.00
LF	10,000.00
LG	62,000.00
LH	400,000.00
LJ	7,476.00

001858

LK	\$281,415,897.00
LL	\$173,798.00
LM	\$1,410,376.00
LN	\$630,061.00
LP	\$83,200.00
LQ	\$235,566.00
LR	\$125,000.00
LS	\$6,069,616.00
LT	\$530,377.00
LU	\$9,100,000.00
LV	\$1,957,265.00
LW	\$255,567.00
LX	\$68,000.00
LY	\$142,000,000.00
LZ	\$1,751,384.00
MA	\$300,000.00

5. The following is an update to Modification P00203 showing a summary of funding by CLIN by ACRN through Modification P00204:

<u>CLIN</u>	<u>ACRN</u>	<u>FUNDING AMT</u>	<u>CLIN TOTAL</u>
CLIN 0001	AA	440,100.00	
CLIN 0001	AD	0.00	
			<u>440,100.00</u>
CLIN 0003	AB	2,298,235.00	
CLIN 0003	AC	17,832,987.00	
CLIN 0003	AD	0.00	
CLIN 0003	AE	7,500,000.00	
CLIN 0003	AF	3,300,000.00	
CLIN 0003	AG	17,192,400.00	
CLIN 0003	AH	700,000.00	
CLIN 0003	AM	17,045,000.00	
CLIN 0003	AN	5,800.00	
CLIN 0003	AP	20,779,000.00	
CLIN 0003	AS	0.00	
CLIN 0003	AT	6,984,678.52	
CLIN 0003	AW	100,000.00	
CLIN 0003	AY	550,000.00	
			<u>94,288,100.52</u>
CLIN 0005	BA	24,527,878.00	
CLIN 0005	BB	146,000.00	
CLIN 0005	BC	72,000.00	
CLIN 0005	BD	85,000.00	
CLIN 0005	BE	100,000.00	
CLIN 0005	BF	100,000.00	

001859

CLIN 0005	BG	1,975,321.00	
CLIN 0005	BH	38,018,908.00	
CLIN 0005	BL	0.00	
CLIN 0005	BZ	0.00	
			<u>65,025,107.00</u>
CLIN 0007AA	BP	10,352,348.00	
			<u>10,352,348.00</u>
CLIN 0009AA	AQ	45,106.00	
CLIN 0009AA	AV	0.00	
CLIN 0009AA	BK	256,545.00	
CLIN 0009AA	BM	125,000.00	
CLIN 0009AA	BN	21,315.00	
			<u>447,966.00</u>
CLIN 0009AB	AJ	200,000.00	
CLIN 0009AB	AK	85,000.00	
CLIN 0009AB	AL	45,000.00	
CLIN 0009AB	AQ	59,894.00	
CLIN 0009AB	AR	35,000.00	
CLIN 0009AB	BK	3,455.00	
CLIN 0009AB	BN	81,685.00	
CLIN 0009AB	BU	350,000.00	
CLIN 0009AB	BV	9,000.00	
			<u>869,034.00</u>
CLIN 0013	AU	7,970,000.00	
CLIN 0013	AX	3,396,000.00	
CLIN 0013	AY	0.00	
CLIN 0013	AZ	19,412,000.00	
CLIN 0013	BJ	8,023,110.00	
			<u>38,801,110.00</u>
CLIN 0017	BW	0.00	
CLIN 0017	KM	0.00	
			<u>0.00</u>
CLIN 0017AA	BY	3,880,000.00	
CLIN 0017AA	BX	1,146,000.00	
CLIN 0017AA	BW	84,896,852.00	
CLIN 0017AA	BZ	0.00	
CLIN 0017AA	KM	192,793,000.00	
CLIN 0017AA	KN	0.00	
CLIN 0017AA	KQ	66,151.00	
CLIN 0017AA	KS	0.00	
CLIN 0017AA	KT	386,204,200.00	

001860

CLIN 0017AA	KU	2,203,183.00	
CLIN 0017AA	KY	0.00	
CLIN 0017AA	LC	200,000.00	
CLIN 0017AA	LD	7,943,648.00	
CLIN 0017AA	LE	0.00	
CLIN 0017AA	LH	400,000.00	
CLIN 0017AA	LJ	7,476.00	
CLIN 0017AA	LK	281,415,897.00	
CLIN 0017AA	LQ	235,566.00	
CLIN 0017AA	LS	6,069,616.00	
CLIN 0017AA	LT	530,377.00	
CLIN 0017AA	LU	\$9,100,000.00	
CLIN 0017AA	LV	\$1,957,265.00	
CLIN 0017AA	LW	\$255,567.00	
CLIN 0017AA	LX	\$68,000.00	
CLIN 0017AA	LY	\$142,000,000.00	
			<u>1,121,372,798.00</u>
CLIN 0017AB	KL	118,250.00	
			<u>118,250.00</u>
CLIN 0017AC	BZ	190,000.00	
			<u>190,000.00</u>
CLIN 0017AD	KN	0.00	
CLIN 0017AD	KS	0.00	
			<u>0.00</u>
CLIN 0017AE	LL	173,798.00	
			<u>173,798.00</u>
CLIN 0017AH	KT	173,798.00	
			<u>173,798.00</u>
CLIN 0020AA	KN	0.00	
CLIN 0020AA	KQ	26,660.00	
			<u>26,660.00</u>
CLIN 0021AA	KW	0.00	
			<u>0.00</u>
CLIN 0021AB	KV	0.00	
CLIN 0021AB	LB	0.00	

001861

CLIN 0021AB	KX	0.00	
CLIN 0021AB	KY	0.00	
			<u>0.00</u>
CLIN 0021AC	KZ	0.00	
CLIN 0021AC	LA	0.00	
			<u>0.00</u>
CLIN 0022	KW	0.00	
			<u>0.00</u>
CLIN 0023	KX	60,000.00	
CLIN 0023	KY	25,000.00	
CLIN 0023	KV	65,000.00	
CLIN 0023	LB	12,500.00	
CLIN 0023	LF	10,000.00	
CLIN 0023	LR	\$125,000.00	
			<u>297,500.00</u>
CLIN 0024	LA	13,508.00	
CLIN 0024	LG	62,000.00	
CLIN 0024	KZ	25,000.00	
CLIN 0024	KW	20,000.00	
CLIN 0024	LP	83,200.00	
			<u>203,708.00</u>
CLIN 0025	LE	1,173,850.00	
CLIN 0025	LM	1,410,376.00	
CLIN 0025	MA	300,000.00	
			<u>2,884,226.00</u>
CLIN 0026	LN	630,061.00	
			<u>630,061.00</u>
CLIN 0027	LZ	1,751,384.00	
			<u>1,751,384.00</u>

(End of Summary of Changes)

001862

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE V	PAGE OF PAGES 1   8
AMENDMENT/MODIFICATION NO. 3205	3. EFFECTIVE DATE 22-Feb-2010	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)	
ISSUED BY [REDACTED] STRAT [REDACTED] (b)(6) FRONTSTREET AL 35007-3801	CODE W9113M	7. ADMINISTERED BY (If other than item 6) DCMA RAYTHEON 50 APPLE HILL DRIVE M/ST2FR2 TEWKSBURY MA 01876		CODE S2205A
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) RAYTHEON COMPANY 300 LOWELL ST. ANDOVER MA 01810-4400			9A. AMENDMENT OF SOLICITATION NO.	
			9B. DATED (SEE ITEM 11)	
			X 10A. MOD. OF CONTRACT/ORDER NO. DASG60-98-C-0001	
			X 10B. DATED (SEE ITEM 13) 30-Jan-1998	
CODE 05716	FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.				
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule				
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.				
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.				
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).				
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:				
X D. OTHER (Specify type of modification and authority) UNILATERAL: FAR 52.232-22, "Limitation of Funds"				
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.				
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: [REDACTED] To increase incremental funding for SubCLN 0017AA in the amount of \$50,000,000. (b)(6)				
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.				
15A. NAME AND TITLE OF SIGNER (Type or print)			15A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
[REDACTED]			[REDACTED] (b)(6)	
15B. CONTRACTOR/OFFEROR			15C. DATE SIGNED	
[REDACTED] (Signature of person authorized to sign)			[REDACTED] (Signature of Contracting Officer)	
16B. UNITED STATES OF AMERICA			16C. DATE SIGNED	
[REDACTED]			22-Feb-2010 (b)(6)	

EXCEPTION TO SF 30

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SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

I. SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by \$50,000,000.00 from \$1,338,045,948.52 to \$1,388,045,948.52.

SUBCLIN 0017AA:

LY: 21 0 2040 5L 5L68 P172419E555L 255Y 4M0J730000 S01021 4M0J730000/04MILE/4M5 was increased by \$50,000,000.00 from \$142,000,000.00 to \$192,000,000.00

Target Cost, Target Fee, and Total for the above increase of \$50,000,000 is distributed as follows and includes a increase in target cost of [redacted] of cost and [redacted] facilities capital cost of money) and a increase in target incentive fee of [redacted] which is [redacted] of target cost less facilities capital cost of money.

(b)(4)

Target Cost	[redacted]
Target Fee	[redacted]
Total	\$50,000,000

IMPLEMENTATION OF AND EXPLANATION OF THE RELATIONSHIP OF THE LIMITATION OF FUNDS (LOF) CLAUSE TO FEE OBLIGATIONS, subparagraph c., is revised to read as follows:

SUBCLIN 0017AA :

	PRIOR	THIS MODIFICATION	CUMULATIVE TOTAL*
(1) Amount Required for Full Funding, Including Fee:	\$1,591,455,535	\$ 0	\$ 1,591,455,535
(2) Amount Allotted Under the LOF Clause for Payment of Costs:	[redacted]	[redacted]	[redacted]
(3) Amount Separately Obligated for Payment of Fee:	[redacted]	[redacted]	[redacted]
(4) Total Amount Allotted and Obligated:	\$ 1,121,372,798	\$50,000,000	\$1,171,372,798
(5) Net Amount Required for Full Funding	\$ 470,082,737	(\$50,000,000)	\$ 420,082,737

(b)(4)

\* These figures take into consideration the negotiated total value of SubCLIN 0017AA (This does not include SubCLIN 17AH)

2. The following is an update to Modification P00204 showing a summary of funding by ACRN through Modification P00205:

ACRN	FUNDING
AA	440,100.00
AB	2,298,235.00
AC	17,832,987.00
AD	0.00

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AE	7,500,000.00
AF	3,300,000.00
AG	17,192,400.00
AH	700,000.00
AJ	200,000.00
AK	85,000.00
AL	45,000.00
AM	17,045,000.00
AN	5,800.00
AP	20,779,000.00
AQ	105,000.00
AR	35,000.00
AS	0.00
AT	6,984,678.52
AU	7,970,000.00
AV	0.00
AW	100,000.00
AX	3,396,000.00
AY	550,000.00
AZ	19,412,000.00
BA	24,527,878.00
BB	146,000.00
BC	72,000.00
BD	85,000.00
BE	100,000.00
BF	100,000.00
BG	1,975,321.00
BH	38,018,908.00
BJ	8,023,110.00
BK	260,000.00
BL	0.00
BM	125,000.00
BN	103,000.00
BP	10,352,348.00
BU	350,000.00
BV	9,000.00
BW	84,896,852.00
BX	1,146,000.00
BY	3,880,000.00
BZ	190,000.00
KL	118,250.00
KM	192,793,000.00
KN	0.00
KQ	92,811.00
KR	0.00
KS	0.00
KT	386,377,998.00
KU	2,203,183.00
KV	65,000.00
KW	20,000.00

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KX	60,000.00
KY	25,000.00
KZ	25,000.00
LA	13,508.00
LB	12,500.00
LC	200,000.00
LD	7,943,648.00
LE	1,173,850.00
LF	10,000.00
LG	62,000.00
LH	400,000.00
LJ	7,476.00
LK	\$281,415,897.00
LL	\$173,798.00
LM	\$1,410,376.00
LN	\$630,061.00
LP	\$83,200.00
LQ	\$235,566.00
LR	\$125,000.00
LS	\$6,069,616.00
LT	\$530,377.00
LU	\$9,100,000.00
LV	\$1,957,265.00
LW	\$255,567.00
LX	\$68,000.00
LY	<b>\$192,000,000.00</b>
LZ	\$1,751,384.00
MA	\$300,000.00

3. The following is an update to Modification P00204 showing a summary of funding by CLIN by ACRN through Modification P00205:

<u>CLIN</u>	<u>ACRN</u>	<u>FUNDING AMT</u>	<u>CLIN TOTAL</u>
CLIN 0001	AA	440,100.00	
CLIN 0001	AD	0.00	
			<u>440,100.00</u>
CLIN 0003	AB	2,298,235.00	
CLIN 0003	AC	17,832,987.00	
CLIN 0003	AD	0.00	
CLIN 0003	AE	7,500,000.00	
CLIN 0003	AF	3,300,000.00	
CLIN 0003	AG	17,192,400.00	
CLIN 0003	AH	700,000.00	
CLIN 0003	AM	17,045,000.00	
CLIN 0003	AN	5,800.00	
CLIN 0003	AP	20,779,000.00	
CLIN 0003	AS	0.00	
CLIN 0003	AT	6,984,678.52	

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CLIN 0003	AW	100,000.00	
CLIN 0003	AY	550,000.00	
			<u>94,288,100.52</u>
CLIN 0005	BA	24,527,878.00	
CLIN 0005	BB	146,000.00	
CLIN 0005	BC	72,000.00	
CLIN 0005	BD	85,000.00	
CLIN 0005	BE	100,000.00	
CLIN 0005	BF	100,000.00	
CLIN 0005	BG	1,975,321.00	
CLIN 0005	BH	38,018,908.00	
CLIN 0005	BL	0.00	
CLIN 0005	BZ	0.00	
			<u>65,025,107.00</u>
CLIN 0007AA	BP	10,352,348.00	
			<u>10,352,348.00</u>
CLIN 0009AA	AQ	45,106.00	
CLIN 0009AA	AV	0.00	
CLIN 0009AA	BK	256,545.00	
CLIN 0009AA	BM	125,000.00	
CLIN 0009AA	BN	21,315.00	
			<u>447,966.00</u>
CLIN 0009AB	AJ	200,000.00	
CLIN 0009AB	AK	85,000.00	
CLIN 0009AB	AL	45,000.00	
CLIN 0009AB	AQ	59,894.00	
CLIN 0009AB	AR	35,000.00	
CLIN 0009AB	BK	3,455.00	
CLIN 0009AB	BN	81,685.00	
CLIN 0009AB	BU	350,000.00	
CLIN 0009AB	BV	9,000.00	
			<u>869,034.00</u>
CLIN 0013	AU	7,970,000.00	
CLIN 0013	AX	3,396,000.00	
CLIN 0013	AY	0.00	
CLIN 0013	AZ	19,412,000.00	
CLIN 0013	BJ	8,023,110.00	
			<u>38,801,110.00</u>
CLIN 0017	BW	0.00	
CLIN 0017	KM	0.00	

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			<u>0.00</u>
CLIN 0017AA	BY	3,880,000.00	
CLIN 0017AA	BX	1,146,000.00	
CLIN 0017AA	BW	84,896,852.00	
CLIN 0017AA	BZ	0.00	
CLIN 0017AA	KM	192,793,000.00	
CLIN 0017AA	KN	0.00	
CLIN 0017AA	KQ	66,151.00	
CLIN 0017AA	KS	0.00	
CLIN 0017AA	KT	386,204,200.00	
CLIN 0017AA	KU	2,203,183.00	
CLIN 0017AA	KY	0.00	
CLIN 0017AA	LC	200,000.00	
CLIN 0017AA	LD	7,943,648.00	
CLIN 0017AA	LE	0.00	
CLIN 0017AA	LH	400,000.00	
CLIN 0017AA	LJ	7,476.00	
CLIN 0017AA	LK	281,415,897.00	
CLIN 0017AA	LQ	235,566.00	
CLIN 0017AA	LS	6,069,616.00	
CLIN 0017AA	LT	530,377.00	
CLIN 0017AA	LU	\$9,100,000.00	
CLIN 0017AA	LV	\$1,957,265.00	
CLIN 0017AA	LW	\$255,567.00	
CLIN 0017AA	LX	\$68,000.00	
CLIN 0017AA	LY	\$192,000,000.00	
			<u>1,171,372,798.00</u>
			<u>118,250.00</u>
CLIN 0017AB	KL	118,250.00	
			<u>118,250.00</u>
CLIN 0017AC	BZ	190,000.00	
			<u>190,000.00</u>
CLIN 0017AD	KN	0.00	
CLIN 0017AD	KS	0.00	
			<u>0.00</u>
CLIN 0017AE	LL	173,798.00	
			<u>173,798.00</u>
CLIN 0017AH	KT	173,798.00	
			<u>173,798.00</u>

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CLIN 0020AA	KN	0.00	
CLIN 0020AA	KQ	26,660.00	
			<u>26,660.00</u>
CLIN 0021AA	KW	0.00	
			<u>0.00</u>
CLIN 0021AB	KV	0.00	
CLIN 0021AB	LB	0.00	
CLIN 0021AB	KX	0.00	
CLIN 0021AB	KY	0.00	
			<u>0.00</u>
CLIN 0021AC	KZ	0.00	
CLIN 0021AC	LA	0.00	
			<u>0.00</u>
CLIN 0022	KW	0.00	
			<u>0.00</u>
CLIN 0023	KX	60,000.00	
CLIN 0023	KY	25,000.00	
CLIN 0023	KV	65,000.00	
CLIN 0023	LB	12,500.00	
CLIN 0023	LF	10,000.00	
CLIN 0023	LR	\$125,000.00	
			<u>297,500.00</u>
CLIN 0024	LA	13,508.00	
CLIN 0024	LG	62,000.00	
CLIN 0024	KZ	25,000.00	
CLIN 0024	KW	20,000.00	
CLIN 0024	LP	83,200.00	
			<u>203,708.00</u>
CLIN 0025	LE	1,173,850.00	
CLIN 0025	LM	1,410,376.00	
CLIN 0025	MA	300,000.00	
			<u>2,884,226.00</u>
CLIN 0026	LN	630,061.00	
			<u>630,061.00</u>
CLIN 0027	LZ	1,751,384.00	

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1,751,384.00

(End of Summary of Changes)

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AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE V	PAGE OF PAGES 1   3
2. AMENDMENT/MODIFICATION NO. J206	3. EFFECTIVE DATE 26-Feb-2010	4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If applicable)
6. ISSUED BY USASMDCA/STRAT MUNYSVILLE AL 35807-3801	CODE WB113M	7. ADMINISTERED BY (If other than item 6) DCMA RAYTHEON 50 APPLE HILL DRIVE M/S T2FR2 TEMPLESBURY MA 01878		CODE S2205A
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) RAYTHEON COMPANY 350 LOWELL ST. ANDOVER MA 01810-4400			9A. AMENDMENT OF SOLICITATION NO.	
			9B. DATED (SEE ITEM 11)	
			X 10A. MOD. OF CONTRACT/ORDER NO. DASG60-98-C-0001	
			X 10B. DATED (SEE ITEM 13) 30-Jan-1998	
CODE 05716	FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
<input type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended.				
<p>Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:</p> <p>(a) By completing items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.</p>				
12. ACCOUNTING AND APPROPRIATION DATA (If required)				
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.				
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.				
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).				
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:				
D. OTHER (Specify type of modification and authority)				
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.				
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: [REDACTED] To designate [REDACTED] as the Contracting Officer's Technical Representative (COTR).				
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.				
15A. NAME AND TITLE OF SIGNER (Type or print)		15B. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)		
[REDACTED]		[REDACTED] (b)(6)		
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED		15D. UNITED STATES OF AMERICA
[REDACTED]		[REDACTED]		BY [REDACTED] 26-Feb-2010
(Signature of person authorized to sign)		(Signature of Contracting Officer)		

EXCEPTION TO SF 30

30-105-04

STANDARD FORM 30 (Rev. 10-83)

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SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION G - CONTRACT ADMINISTRATION DATA

The following have been added by full text:

CONTRACTING ACTIVITY REPRESENTATIVES:

	Contractual Matters	Technical Matters
NAME:	[REDACTED]	[REDACTED]
ORGANIZATION CODE:	SMDC-RDC-BB	SFAE-MSLS-CMDS-JLN
TELEPHONE NUMBERS:	[REDACTED]	[REDACTED]
COMMERCIAL:	[REDACTED]	[REDACTED]
DEFENSE SWITCHED NETWORK (DSN):	[REDACTED]	[REDACTED]
EMAIL:	[REDACTED]	[REDACTED]

(b)(6)

SECTION H - SPECIAL CONTRACT REQUIREMENTS

The following have been added by full text:

PUBLIC RELEASE OF INFORMATION:

a. In accordance with DFARS 252.204-7000, Disclosure of Information, The Contractor shall not release to anyone outside the Contractor's organization any unclassified information, regardless of medium (e.g., film, tape, document), pertaining to any part of this contract or any program related to this contract, unless the Contractor has written approval or the information is otherwise in the public domain before the date of release.

b. Requests for approval shall identify the specific information to be released, the medium to be used, and the purpose for the release. The Contractor shall submit its request to the Contracting Officer Technical Representative (COTR) noted in the contract, Section H, at least 45 days before the proposed date for release. All material to be cleared shall be sent by certified mail/return receipt requested to:

Program Executive Office, Missiles and Space  
ATTN: [REDACTED]  
5250 Martin Road  
Redstone Arsenal, AL 35898

(b)(6)

c. The COTR shall process the request in accordance with SMDC form 614-R.

d. If there is no response within 30 days, the Contractor shall resubmit the request to:

U.S. Army Space and Missile Defense Command  
ATTN: SMDC-PA  
P. O. Box 1500  
Huntsville, AL 35807-3801

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e. The Contractor agrees to include a similar requirement in each subcontract under this contract. Subcontractors shall submit requests for authorization to release through the prime contractor.

TECHNICAL COGNIZANCE AND TECHNICAL DIRECTION:

a. The U.S. Army Space and Missile Defense Command is the cognizant Government technical organization for this contract and will provide technical direction as defined herein. Technical direction shall be exercised by the following Project Engineer:

<u>Name</u>	<u>Office symbol</u>	<u>Phone Number</u>
[REDACTED]	SFAE-MSLS-CMDS-JLN	[REDACTED]

(b)(6)

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

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

(End of Summary of Changes)

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AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE V	PAGE OF PAGES 1   13
2. AMENDMENT/MODIFICATION NO P00207	3. EFFECTIVE DATE 26 MAR 10	4. REQUISITION/PURCHASE REQ NO		5. PROJECT NO. (If applicable)
6. ISSUED BY [REDACTED] STRAT HUNTSVILLE AL (b)(6)	CODE W9113M	7. ADMINISTERED BY (If other than item 4) DCMA RAYTHEON 80 APPLE HILL DRIVE M8 T2FR2 TEMPLESBURY MA 01876		CODE S2205A
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) RAYTHEON COMPANY 380 LOWELL ST ANDOVER MA 01810-4400			9A. AMENDMENT OF SOLICITATION NO	
			9B. DATED (SEE ITEM 11)	
			X 10A. MOD. OF CONTRACT/ORDER NO. DASG80-88-C-0001	
			X 10B. DATED (SEE ITEM 13) 30-Jan-1998	
CODE 06716			FACILITY CODE	
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
<input type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted, or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.				
12. ACCOUNTING AND APPROPRIATION DATA (If required)				
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.				
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.				
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).				
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF FAR 52.243-2, Changes				
D. OTHER (Specify type of modification and authority)				
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.				
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: (b)(6) To make applicable adjustments to the contract as a result of negotiation and settlement of the equitable adjustment proposal submitted by the contractor in response to Modification P00187.				
Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.				
15. NAME AND TITLE OF SIGNER (Type or print) [REDACTED] (b)(6)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) (b)(6)	
15B. CODE [REDACTED]			16B. DATE SIGNED [REDACTED]	
15C. DATE SIGNED 25 MAR 2010			16C. DATE SIGNED 26 MAR 10 (Signature of Contracting Officer)	

EXCERPT TO SF 30  
APPROVED BY OIRM 11-84

30-105-04

STANDARD FORM 30 (Rev. 10-83)  
Prescribed by GSA  
FAR (48 CFR) 53.243

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SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

1. SECTION A - SOLICITATION/CONTRACT FORM

The total cost of this contract was decreased by \$15,247,990.00 from \$1,816,229,099.00 to \$1,800,981,109.00.

2. SECTION B - SUPPLIES OR SERVICES AND PRICES

SUBCLIN 0017AA

The target cost has decreased by [REDACTED] from [REDACTED]

The target profit/fee has decreased by [REDACTED] from [REDACTED]

The total cost of this line item has decreased by \$15,247,990.00 from \$1,591,455,535.00 to \$1,576,207,545.00.

(b)(4)

This includes a decrease in target cost of [REDACTED] of cost and [REDACTED] facilities capital cost of money) and a decrease in target fee of [REDACTED] which is [REDACTED] target cost less facilities capital cost of money.

(b)(4)

The following Section B clauses are hereby revised:

**B-1. LINE ITEM DESCRIPTION:** In accordance with this contract, the contractor, independently and not as an agent of the Government, shall provide all necessary materials, labor, equipment, and facilities, except as specified herein to be furnished by the Government, and shall do all that which is necessary or incident to the satisfactory and timely performance of the following Contract Line Item Number (CLIN):

<u>CLIN</u>	<u>SUPPLIES OR SERVICES</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>AMOUNT</u>
<u>BASIC (SEGMENT 1)</u>				
0017	JLENS SDD Program Effort in accordance with Statement of Work entitled "Joint Land Attack Cruise Missile Defense Elevated Netted Sensor System (JLENS) System Development and Demonstration (SDD) Program", SW-JLENS-SDD-2006, dated 30 November 2006, Revision 1, dated 06 April 2009, and Revision 2, dated 09 March 2010, incorporated herein and attached as set forth in Section J hereof.			
0017AA	SDD JLENS System Design, development, procurement, fabrication, integration, testing, and delivery of two (2) SDD JLENS Systems			<b>\$1,576,207,545</b>
0017AB	JLENS SDD Systems Studies/Exercises To provide funding for [REDACTED]			<b>\$118,250</b>

(b)(3)(A)(i)&Title 10  
Sec 130 (a)(b)

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<u>CLIN</u>	<u>SUPPLIES OR SERVICES</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>AMOUNT</u>
	[REDACTED]			(b)(3)(A) (i)&Title 10 Sec 130 (a)(b)
0017AC	JLENS SDD Systems Studies/Exercises To provide funding for JLENS Support to [REDACTED]			\$190,000 (b)(3)(A) (i)&Title 10 Sec 130 (a)(b)
0018	Contract Data Requirements List (CDRLs), DD Form 1423, Exhibit A, consisting of Exhibit Line Item Nos. B001 and B014, dated 07 May 09, and B002 through B062 (less B014), dated 20 Mar 09, incorporated herein and attached by reference as set forth in Section J hereof.	1	Lot	Not Separately Priced
0019	OPTION 6 5 <sup>TH</sup> Aerostat Platform Effort in accordance with Statement of Work entitled "Joint Land Attack Cruise Missile Defense Elevated Netted Sensor System (JLENS) System Development and Demonstration (SDD) Program" incorporated herein and attached as set forth in Section J hereof.			
0019AA	5 <sup>th</sup> Aerostat Platform	See B-20		\$22,195,610

**B-17. INCENTIVE FEE FOR SUBCLIN 0017AA/CLIN 0018 (SEE H-19):**

In accordance with FAR 52.216-7, entitled "Allowable Cost and Payments", and FAR 52.216-10, entitled "Incentive Fee", the total amount for reimbursement of cost and fee for performance under SubCLIN 0017AA/CLIN 0018 are set forth below:

Target Cost [REDACTED]  
Target Fee [REDACTED]

Incentive Arrangement: Maximum Fee: [REDACTED]  
Minimum Fee: [REDACTED]

(Share Ratio: Government/Contractor)

Underrun: [REDACTED] or the amount by which the total allowable cost is less than the target cost until maximum fee is attained.

Overrun: [REDACTED] or the amount by which the total allowable cost exceeds the target cost until minimum fee is attained.

FAR 52.216-10, INCENTIVE, paragraph (e)(1), is stated as follows:

(e) Fee Payable.

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(b)(4)

(b)(4)

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

(b)(4)

B-18. TARGET COST, TARGET FEE, MINIMUM INCENTIVE FEE, MAXIMUM INCENTIVE FEE, AND INCENTIVE ARRANGEMENT FOR SUBCLIN 0017AA/CLIN 0018:

SUBCLIN 0017AA – (Two SDD JLENS Systems)

- a. Target cost: [redacted]
- b. Target fee: [redacted]
- c. Minimum incentive fee: [redacted]
- d. Maximum incentive fee: [redacted]
- e. Total target cost and target fee: \$1,576,207,545

(b)(4)

3. SECTION E - INSPECTION AND ACCEPTANCE

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

INSPECT AT N/A	INSPECT BY N/A	ACCEPT AT N/A	ACCEPT BY Government
To: INSPECT AT Destination	INSPECT BY Government	ACCEPT AT Destination (TBD)	ACCEPT BY Government

The following have been added by full text:

INSPECTION AND ACCEPTANCE

The contractor shall forward, from Wide Area Work Flow (WAWF), an e-mail to the Contracting Officer Representative/Contracting Officer Technical Representative (COR/COTR) for each invoice/voucher submitted for inspection/acceptance. Contact information for the COR/COTR is as follows:

Name: [redacted]  
E-mail Address: [redacted]  
Telephone Number: [redacted]

(b)(6)

4. SECTION F – DELIVERIES OR PERFORMANCE is changed as follows:

a. Paragraph F-1. COMPLETION OF REQUIREMENT, is revised as follows:

2. The contractor shall complete the task required by SubCLIN 0017AA and complete delivery of all data and reports required by CLIN 0018 by 30 SEP 2013.

b. Paragraph F-5. MILESTONE EVENTS AND PERFORMANCE PERIOD:

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<u>MILESTONE EVENT</u>	<u>COMPLETED TIME PERIOD</u>
<u>CLIN 0017</u>	
Orbit SRR	First Quarter FY07
Orbit SFRR	First Quarter FY07
Orbit SFR	Second Quarter FY07
Platform PDRR	Second Quarter FY07
FCR PDRR/CDRR	Third Quarter FY07
SuR PDRR	First Quarter FY08
Processing Station & CP PDRR	First Quarter FY08
Platform CDRR	Second Quarter FY08
Orbit PDR	Second Quarter FY08
SuR CDRR	Fourth Quarter FY08
Processing Station & CP CDRR	Fourth Quarter FY08
Orbit CDR	Second Quarter FY09
System Capability Review #1	First Quarter FY11
Fire Control System FVT2 TRR	First Quarter FY11
SuR System FVT2 TRR	First Quarter FY11
Production Readiness Review	First Quarter FY11
Orbit #1 Developmental Test #1 Complete (Primary Missions)	Second Quarter FY11
System Capability Review #2	Third Quarter FY11
DT-1 Test Report	Third Quarter FY11
Orbit #1 Developmental Test #2 Complete (Secondary Missions)	Third Quarter FY11
DT-2 Test Report	Fourth Quarter FY11
Limited User Test (LUT) TRR	Fourth Quarter FY11
LUT Completion	Fourth Quarter FY11
System Capability Review #3	First Quarter FY12
Logistics Demo #1	Third Quarter FY12
Orbit #1 DD250	Third Quarter FY12

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Logistics Demo #2

Fourth Quarter FY12

Orbit #2 DD250

Fourth Quarter FY13

5. SECTION G - CONTRACT ADMINISTRATION DATA

IMPLEMENTATION OF AND EXPLANATION OF THE RELATIONSHIP OF THE LIMITATION OF FUNDS (LOF) CLAUSE TO FEE OBLIGATIONS, subparagraph c., is revised to read as follows:

SUBCLIN 0017AA :

	<u>PRIOR</u>	<u>THIS MODIFICATION</u>	<u>CUMULATIVE TOTAL*</u>
(1) Amount Required for Full Funding, Including Fee:	\$1,591,455,535	(\$15,247,990)	\$ 1,576,207,545
(2) Amount Allotted Under the LOF Clause for Payment of Costs:	██████████	██████████	██████████ (b)(4)
(3) Amount Separately Obligated for Payment of Fee:	██████████	██████████	██████████ (b)(4)
(4) Total Amount Allotted and Obligated:	\$ 1,171,372,798	\$ 0	\$1,171,372,798
(5) Net Amount Required for Full Funding	\$ 420,082,737	(\$15,247,990)	\$ 404,834,747

\* These figures take into consideration the negotiated total value of SubCLIN 0017AA (This does not include SubCLIN 17AH)

The following have been added by full text:

**INVOICING INSTRUCTIONS**

a. The contractor shall submit payment request electronically in accordance with DFARS 252.232-7003 utilizing Wide Area Work Flow (WAWF). The WAWF application allows DOD vendors to submit and track invoices and receipt/acceptance documents electronically. The contractor shall register with WAWF at <https://wawf.eb.mil> and ensure an electronic business point of contract (POC) is designated in the Central Contractor Registration site at <http://www.ccr.gov> within ten (10) days after award of this contract. Payments made under this contract shall be via Electronic Funds Transfer (EFT) and shall be based on the EFT information contained in the Central Contractor Registration (CCR) database. The contractor shall ensure that its EFT information in the CCR database remains current and correct.

b. Multiple pricing structures may be utilized for this contract or, if a task ordering contract, for individual task orders issued thereunder. In order to ensure the successful flow of WAWF documents, the type of payment request submitted shall be based on the following as applicable:

\_\_\_\_\_ **Invoice and Receiving Report (COMBO):** applicable to Firm-Fixed-Price (FFP) contracts/task orders that include the delivery of supplies/hardware.

\_\_\_\_\_ **Invoice as 2-in-1:** applicable to Labor Hour and FFP contracts/task orders for services only.

\_\_\_\_\_ **Cost Voucher:** applicable to Time and Material (T&M) and Cost-Reimbursement type contracts/task orders.

\_\_\_\_\_ **Construction Invoice:** applicable to contracts/task orders for construction.

c. WAWF requires the following data for each payment request:

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Contract/Task Order Data

Contractor CAGE Code: 05716  
Issue by DODAAC: W9113M  
Admin by DODAAC: S2205A:  
Inspect by DODAAC: W91EUN  
Accept by DODAAC: W91EUN  
Ship to DODAAC: W91EUN  
Payment by DODAAC: HQ0337

Email Points of Contact Listing

Inspector/Acceptor [REDACTED]  
Contracting Specialist/Contracting Officer [REDACTED]  
Contracting Officer's Technical Representative (COTR) [REDACTED]

(b)(6)

d. Questions concerning payments shall be directed to the Defense Finance and Accounting Service (DFAS). The appropriate DFAS office is indentified in the "PAYMENT WILL BE MADE BY" block on the contract award coversheet. Please have your contract and, if applicable, task order number ready when calling about payments. Payment and receipt information may be accessed using the DFAS web site MyInvoice. MyInvoice is a web-based application developed specifically for contractors/vendors and Government/ Military employees to obtain invoice status. It is an interactive web-based system, accessible 24/7. Users must allow pop-up messages within this system. Your contract and, if applicable, task order number or invoice number will be required to inquire about the status of your payment. For additional information, see the MyInvoice website at <https://myinvoice.csd.disa.mil/> or visit <http://www.dfas.mil/contractorpav/electroniccommerce/myinvoice.html>.

e. The contractor may submit requests for payment through WAWF not more frequently than monthly (or bi-weekly if a small business).

f. For Labor Hour and T&M contracts/task orders, payment requests for labor shall be based on the total labor hours/DPPH expended thereunder for the applicable billing period. These labor charges shall be derived by applying the total hours expended for each labor category multiplied by the applicable fixed-labor rates specified in the contract/task order. Labor charges for cost-reimbursement contracts/task orders shall be based on the total hours expended for each labor category multiplied by actual direct labor rates plus applicable indirect burdens and fee. Travel and ODC/material under T&M and Cost-Reimbursement type contracts/task orders shall be billed at actual costs. For each payment request, the contractor shall attach/upload into WAWF sufficient documentation as to how the billed amounts were derived/calculated.

g. For Firm-Fixed-Price contracts/task orders, payments on the total contract price (excluding any unexercised options) may be requested in equal monthly (or bi-weekly if a small business) amounts calculated over the life of the contract/task order unless alternative payment schedules (e.g., performance-based payments) are specified elsewhere in the contract, or if applicable, in individual task orders.

h. For each payment request, the contractor shall maintain sufficient documentation to substantiate the submitted charges. Such documentation shall include evidence of actual expenditures/payment such as individual daily job timecards, subcontractor/vendor invoices and payment receipts, or other substantiation specified by the Contracting Officer. Such data shall be maintained and readily available for audit purposes, but shall not be included with the WAWF submission. The contractor shall provide such documentation within 7 days of request by the Procuring Contracting Officer, Administrative Contracting Officer, or DCAA auditor.

i. The contractor shall ensure that each payment request submitted in WAWF denotes that the Contracting Officer and Contract Specialist will receive a copy of the payment request notice.

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j. Except for FFP contracts/task orders, the contractor and each assignee under an assignment entered into under this contract or, if applicable, an individual task order and in effect at the time of final payment on this contract or, if applicable, an individual task order issued under this contract, shall execute and deliver, at the time of and as a condition precedent to, any final payment thereunder, a release discharging the Government, its officers, agents, and employees, of and from all liabilities, obligations, and claims arising out of, or under, the specific contract/task order. These closing documents shall be submitted with the final payment request.

k. The contractor shall submit final payment requests for Labor Hour and FFP contracts/task orders within 120 days (or longer if approved in writing by the Contracting Officer) after contract/order completion. For T&M or Cost-Reimbursement type contracts/task orders, the contractor shall prepare a final payment request within 120 days (or longer if approved in writing by the Contracting Officer) after settlement of the final annual indirect cost rates to reflect the settled amounts and rates for the performance period covered. The cognizant DCAA shall perform a final audit on the contractor's final payment request to determine allowable costs. The Administrative Contracting Officer may utilize the cumulative allowable worksheets included with the DCAA incurred cost audit reports in lieu of requesting DCAA to perform the final closeout audit to determine the final costs on the cost reimbursable portions of the contract/task order.

6. SECTION H – SPECIAL CONTRACT REQUIREMENTS is changed as follows:

Paragraph H-19, INCENTIVE FEE STRUCTURE AND PAYMENT FOR CLIN 0017, SYSTEM DEVELOPMENT AND DEMONSTRATION (SDD), subparagraphs a. and b., are revised as follows:

a. General.

SubCLIN 0017AA, System Development and Demonstration (SDD), is a cost-plus-incentive-fee (CPIF) Line Item with cost and schedule incentives as described below. Paragraph H-19(b) applies only to the Cost Incentive and Paragraph H-19(c) applies only to the Schedule Incentive. The contract price amount of \$1,576,207,545 includes a target cost of [REDACTED] which includes [REDACTED] cost and [REDACTED] facilities capital cost of money) and a target incentive fee of [REDACTED] which is [REDACTED] of target cost less facilities capital cost of money. (b)(4)

b. Cost Incentive.

(1) The target fee payable under SubCLIN 0017AA is [REDACTED] of the target cost less facilities capital cost of money [REDACTED] in amount equal to [REDACTED] (b)(4)

(2) The maximum fee payable under SubCLIN 0017AA is [REDACTED] of the target cost less facilities capital cost of money [REDACTED] in amount equal to [REDACTED] (b)(4)

(3) The minimum fee payable under SubCLIN 0017AA is [REDACTED] of the target cost less facilities capital cost of money [REDACTED] in amount equal to [REDACTED] (b)(4)

(4) Fee will be adjusted for actual cost that is less than or more than the target cost stated above using a share ratio of [REDACTED] Government [REDACTED] contractor for actual costs less than the target cost, and a ratio of [REDACTED] Government / [REDACTED] contractor for actual costs greater than the target cost range applied according to Paragraph H-19(c)(1). (b)(4)

(5) Nothing stated in this clause shall take precedence over the clause 52.216-10 - Incentive Fee contained in this contract.

c. Schedule and Performance Incentive.

(1) A maximum [REDACTED] "flat zone" will be established at the target cost value of [REDACTED] with the conduct of milestones below. The "flat zone" over which the contractor will earn target fee is for eligible costs from [REDACTED] [REDACTED]nce the program milestones set forth below are conducted. (b)(4)

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(a) [redacted] of the maximum benefit of the "flat zone", earned by the conduct of the SDD System Functional Review NLT 2nd Quarter, Fiscal Year 2007. (It is hereby acknowledged by the government that Raytheon completed the requirement for this flat zone and earned the "Flat Zone" schedule incentive of [redacted]. Final determination of incentive fee payment utilizing the "Flat Zone" amount will be made at the conclusion of the contract. Reference letter, dated 5 March 2007 from [redacted]. (b)(4)

(b) [redacted] of the maximum benefit of the "flat zone", earned by the conduct of SDD Orbit Critical Design review NLT 2nd Quarter, Fiscal Year 2009. (It is hereby acknowledged by the government that Raytheon completed the requirement for this flat zone and earned the "Flat Zone" schedule incentive of [redacted]. Final determination of incentive fee payment utilizing the "Flat Zone" amount will be made at the conclusion of the contract. Reference letter, dated 12 January 2009, from [redacted]. (b)(4)

(2) An additional performance incentive fee pool of [redacted] (maximum) is established and will be awarded to the contractor for meeting performance incentives associated with System Capability Reviews (SCRs) and the Developmental Test (DT)/Limited User Test (LUT) according to the schedule below: (b)(6)

(a) [redacted] (maximum) earned based on successful conduct of technical performance defined by SCR-1. (b)(4)

(b) [redacted] (maximum) earned based on successful conduct of technical performance defined by SCR-2. (b)(4)

(c) [redacted] (maximum) earned based on successful conduct of technical performance defined by SCR-3. (b)(4)

(d) [redacted] (maximum) earned based on successful conduct of technical performance defined by LUT. (b)(4)

(e) The specific criteria/evidence and associated percentages related to successful completion of (a) through (d) above are defined in the Section J attachment entitled "Performance Incentive Fee Criteria/Evidence."

(f) Following completion of each milestone in (a) through (d) above, the government will determine the amount of performance incentive fee earned. If it is determined that performance incentive fee is earned, the additional contract value will be added to the total value of the contract at the time the incentive is earned.

(3) For Earned Value and cost reporting purposes, the target cost value of [redacted] will be used. (b)(4)

d. Changes issued under FAR 52.243-2, Changes - Cost Reimbursement

In the event of a change issued under FAR 52.243-2, Changes - Cost Reimbursement, it is agreed that changes to the performance and schedule incentive may be considered a part of the equitable adjustment. In the event that any Options to CLIN 0017 are added and exercised, the incentive fee for cost and schedule/performance applicable to the Option will be incorporated in accordance with the incentive fee structure of this provision.

The following have been added by full text:

FISCAL YEAR (FY) 12 AND FY13 REPAIR OF REPARABLES (RoR):

Paragraph 3.6, Hardware Development, of the JLENS SDD Statement of Work (SOW), Revision 2, dated 9 Mar 10, requires the contractor to "provide and maintain sufficient hardware to meet the requirements of this contract. The contractor shall be responsible for the total support of the hardware, including all maintenance and provision of

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spare/repair parts." The FY12 and FY13 RoR effort will be performed under CLIN 0017AA at a total target cost of [REDACTED] of cost and [REDACTED] of facilities capital cost of money). The contractor will establish a separate control account for this effort and, in accordance with FAR 52.232-22, "Limitation of Funds," notify the Contracting Officer in writing whenever they expect to incur costs in support of this effort in the next sixty (60) days that, when added to all costs previously incurred, will exceed seventy-five (75) percent of the target cost negotiated. Upon receipt of this notice, the Government will make a determination regarding how to proceed.

(b)(4)

7. SECTION I - CONTRACT CLAUSES

The following have been added by reference:

252.232-7003      Electronic Submission of Payment Requests and Receiving      MAR 2008  
Reports

8. SECTION J - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

The following have been modified:

<u>TITLE</u>	<u>DATE</u>	<u># OF PAGES</u>	
Contract Security Classification Specification (DD Form 254), Revision 11 (Added per Modification P00187) (DD Form 254 mailed via US Postal Service)	14 May 2009	11	
JLENS Software Source Code Specifically Negotiated License, License Number JLENS-SWLA-01 (Added per Modification P00166)	04 Sep 08	8	
<u>CLIN 0017:</u> JLENS System Development and Demonstration (SDD) Program Statement of Work (Revised by Incorporating CSDR Plans dated 20 Feb 2007 in Appendix C per Modification P00136)	30 Nov 06 - Revised 20 Feb 07	37	
JLENS System Development and Demonstration (SDD) Program Statement of Work, Revision 1 (Added per Modification P00187)	Revised 06 Apr 09	38	
<b>JLENS System Development and Demonstration (SDD) Program Statement of Work, Revision 2 (Added per Modification P00207)</b>	<b>Revised 09 Mar 10</b>	<b>36</b>	
[REDACTED]	March 08	1	(b)(3)(A) (i)&Title 10 Sec 130 (a)(b)
Contract Data Requirements List (DD Form 1423) Exhibit A with Distribution List & Data Item Nos. B001 through B062 (Replace Data Item Nos. B026 and B027, only Per Modification P00136)	01 Dec 06	63	
(Replace Data Item Nos. B048 and B049, only	Revised 05 Apr 07		
	Revised 24 Oct 07		

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Per Modification P00143 & to add statement in  
Section A of Modification P00143)  
(Replace Data Item No. B033 only, per  
Modification P00161)

Revised 11 Jul 08 1

Contract Data Requirements List (DD Form 1423)  
Exhibit A, Data Item Nos. B001 and B014  
(Added per Modification P00187)

Revised 07 May 09 2

Contract Data Requirements List (DD Form 1423)  
Exhibit A, Data Item Nos. B002 through B062 (less B014 )  
(Added per Modification P00187)

Revised 20 Mar 09 60

\*Added statement below to address weekends/Holidays:  
(In Mod P00143)

24 October 07

\*Per a mutual agreement between Raytheon and JLENS Product Office all Contract Data Requirements List (CDRL's) (DD Form 1423) are due on the next business day after the required due date if the due date falls on Saturday, Sunday or a Government Holiday. In addition, for any CDRL with a requirement to resubmit within 10 days or less after receipt of comments, where Raytheon receives the comments on a Friday, the timeframe for resubmittal will begin on the next business day. Statement added in Mod P00143 on 24 Oct. 2007.

GFE/GFP/GFS List for SDD  
Replaced with Rev. B List  
\*\*Add items below  
For record-keeping purposes  
(Per Mod P00143)

28 Nov 06 2  
15 Oct 07 6  
Revised 22 Oct 07

Replaced with Revision C List  
(Per Modification P00183)  
Replaced with Revision D List  
(Per Modification P00207)

09 Mar 09 12  
23 Feb 10 11

\*\*Per the [REDACTED] Raytheon is authorized rent free use on a non-interference use of the equipment listed below for utilization on JLENS Fire Control Radar Prime Contract DASG60-98-C-0001 for the period from 19 April 2007 through 30 September 2011.

(b)(3)(A)  
(i)&Title 10  
Sec 130 (a)(b)

[REDACTED]

(b)(3)(A)  
(i)&Title 10  
Sec 130 (a)  
(b)

[REDACTED]

(b)(3)(A)  
(i)&Title 10  
Sec 130 (a)(b)

[REDACTED]

(b)(3)(A)  
(i)&Title 10 Sec  
130 (a)(b)

Hereby added in Mod P00148 for tracking purposes:  
Originated in Basic Contract:

Government Furnished Equipment - Spiral 1  
(Spiral 1 Equipment Transferred to Government  
Contract DASG60-00-C-0091, DD Form 1149 (attached)  
Gov't Technical POC: [REDACTED]

20 Jun 03 1 List  
25 Mar 07\* 34 pages  
(Revised 21 Nov 07)\* 34 pages

(b)(6)

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Ship to address:



(b)(3)(A)(i)&Title  
10 Sec 130 (a)(b)

\*NOTE: Items 1-1060 transferred to Contract DASG60-00-C-0091 per revised GFE list dated 21 Nov 07. Items 1061 – 1116 GFE items retained on Contract DASG60-98-C-0001 for Spiral 2 per GFE list dated 25 Mar 07.

JLENS Performance Specification, MIS-PRF-55628,  
Revision A  
(Added by reference per Modification P00168) 27 Jun 08 136

Annex A to the JLENS Performance Specification,  
MIS-PRF-55628, Revision A  
(Added by reference per Modification P00168) 27 Jun 08 10

JLENS SDD DD250 Plan  
(Added per Modification P00207) 11 Dec 09 5

Performance Incentive Fee Criteria/Evidence  
(Added per Modification P00207) Undated 8

CLIN 0021

JLENS Simulation Support  
SOW dated 28 January 2008  
 28 January 2008 2 pages

Simulation Support Tasks  
(Added per Mod P00153)

(b)(3)(A)  
(i)&Title 10 Sec  
130 (a)(b)

CLIN 0025

JLENS Integrated Fire Control Demonstration Program  
Statement of Work, Revision 3  
(Added per Modification P00165) 14 Jan 08 3

JLENS Integrated Fire Control Demonstration Program  
Program and Technical Clarification Description,  
incorporated herein by reference  
(Added per Modification P00165) 25 Jul 08 17

Contract Data Requirements List (DD Form 1423)  
Exhibit B, Data Items Nos. B001 through B004, with  
Data Item Descriptions  
(Added per Modification P00165) 16 Oct 07 19

8. In consideration of the modification agreed to herein as complete equitable adjustment for the JLENS Restructure Proposal Final Statement of Position (SOP), the Contractor hereby releases the Government from any and all liability under this contract for further equitable adjustment attributable to such facts or circumstances giving rise to the proposal for adjustment. The Contractor's Final SOP was based on the following: JLENS SDD Program Statement of Work (SOW), Revision 2, dated 09 Mar 10; SDD DD 250 Plan, dated 11 Dec 09; Cost and Software Data Report (CSDR) Schedule, dated 18 Feb 10; GFE/GFP/GFS List for SDD, Revision D, dated 23 Feb 10; JLENS SDD Integrated Schedule 17B, Revision 1, dated 29 Oct 09; and Master Test Plan, Revision H, dated 23 Dec 09, approved with comments.

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(End of Summary of Changes)

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**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

1. CONTRACT ID CODE: **V** PAGE OF PAGES: **1 | 8**

2. AMENDMENT/MODIFICATION NO.: **0208** 3. EFFECTIVE DATE: **28-Mar-2010** 4. REQUISITION/PURCHASE REQ. NO. 5. PROJECT NO. (If applicable)

6. ISSUED BY: **[REDACTED]** CODE: **WS113M** 7. ADMINISTERED BY (If other than item 6): **DCMA RAYTHEON, 50 APPLE HILL DRIVE, MBS T2FR2, TEWKSBURY MA 01876** CODE: **S2205A**

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code): **RAYTHEON COMPANY, 350 LOWELL ST., ANDOVER MA 01810-4400**

9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11) 10A. MOD. OF CONTRACT/ORDER NO. **DAS90-98-C-0001** 10B. DATED (SEE ITEM 13) **30-Jan-1998**

CODE **05716** FACILITY CODE

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer  is extended,  is not extended.

Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:  
 (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

**12. ACCOUNTING AND APPROPRIATION DATA (If required)**  
**See Schedule**

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

X D. OTHER (Specify type of modification and authority)  
**UNILATERAL: FAR 52.232-22, "Limitation of Funds"**

E. IMPORTANT: Contractor  is not,  is required to sign this document and return \_\_\_\_\_ copies to the issuing office.

**14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)**  
 Modification Control Number: **[REDACTED]**  
 To increase incremental funding for SubCLIN0017AA in the amount of \$56,514,565. (b)(6)

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

15A. NAME AND TITLE OF SIGNER (Type or print) 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

15B. CONTRACTOR/OFFEROR 15C. DATE SIGNED 16B. UNITED STATES OF AMERICA 16C. DATE SIGNED **28-Mar-2010**

(Signature of person authorized to sign) (Signature of Contracting Officer)

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

1. SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by \$56,514,555.00 from \$1,388,045,948.52 to \$1,444,560,503.52.

SUBCLIN 0017AA:

LY: 21 0 2040 5L 5L68 P172419E555L 255Y 4M0J730000 S01021 4M0J730000/04MJLE/4M5 was increased by \$56,514,555.00 from \$192,000,000.00 to \$248,514,555.00

Target Cost, Target Fee, and Total for the above increase of \$56,514,555 is distributed as follows and includes a increase in target cost of [REDACTED] cost and [REDACTED] facilities capital cost of money) and a increase in target incentive fee of [REDACTED] which is [REDACTED] target cost less facilities capital cost of money.

(b)(4)

Target Cost	[REDACTED]
Target Fee	[REDACTED]
Total	\$56,514,555

IMPLEMENTATION OF AND EXPLANATION OF THE RELATIONSHIP OF THE LIMITATION OF FUNDS (LOF) CLAUSE TO FEE OBLIGATIONS, subparagraph c., is revised to read as follows:

SUBCLIN 0017AA :

	<u>PRIOR</u>	<u>THIS MODIFICATION</u>	<u>CUMULATIVE TOTAL*</u>
(1) Amount Required for Full Funding, Including Fee:	\$1,576,207,545	\$ 0	\$ 1,576,207,545
(2) Amount Allotted Under the LOF Clause for Payment of Costs:	[REDACTED]	[REDACTED]	[REDACTED]
(3) Amount Separately Obligated for Payment of Fee:	[REDACTED]	[REDACTED]	[REDACTED]
(4) Total Amount Allotted and Obligated:	\$ 1,171,372,798	\$56,514,555	\$1,227,887,353
(5) Net Amount Required for Full Funding	\$ 404,834,747	(\$56,514,555)	\$ 348,320,192

(b)(4)

\* These figures take into consideration the negotiated total value of SubCLIN 0017AA (This does not include SubCLIN 17AH)

2. The following is an update to Modification P00205 showing a summary of funding by ACRN through Modification P00208:

<u>ACRN</u>	<u>FUNDING</u>
AA	440,100.00
AB	2,298,235.00
AC	17,832,987.00

001888

AD	0.00
AE	7,500,000.00
AF	3,300,000.00
AG	17,192,400.00
AH	700,000.00
AJ	200,000.00
AK	85,000.00
AL	45,000.00
AM	17,045,000.00
AN	5,800.00
AP	20,779,000.00
AQ	105,000.00
AR	35,000.00
AS	0.00
AT	6,984,678.52
AU	7,970,000.00
AV	0.00
AW	100,000.00
AX	3,396,000.00
AY	550,000.00
AZ	19,412,000.00
BA	24,527,878.00
BB	146,000.00
BC	72,000.00
BD	85,000.00
BE	100,000.00
BF	100,000.00
BG	1,975,321.00
BH	38,018,908.00
BJ	8,023,110.00
BK	260,000.00
BL	0.00
BM	125,000.00
BN	103,000.00
BP	10,352,348.00
BU	350,000.00
BV	9,000.00
BW	84,896,852.00
BX	1,146,000.00
BY	3,880,000.00
BZ	190,000.00
KL	118,250.00
KM	192,793,000.00
KN	0.00
KQ	92,811.00
KR	0.00
KS	0.00
KT	386,377,998.00
KU	2,203,183.00
KV	65,000.00

001889

KW	20,000.00
KX	60,000.00
KY	25,000.00
KZ	25,000.00
LA	13,508.00
LB	12,500.00
LC	200,000.00
LD	7,943,648.00
LE	1,173,850.00
LF	10,000.00
LG	62,000.00
LH	400,000.00
LJ	7,476.00
LK	\$281,415,897.00
LL	\$173,798.00
LM	\$1,410,376.00
LN	\$630,061.00
LP	\$83,200.00
LQ	\$235,566.00
LR	\$125,000.00
LS	\$6,069,616.00
LT	\$530,377.00
LU	\$9,100,000.00
LV	\$1,957,265.00
LW	\$255,567.00
LX	\$68,000.00
LY	\$248,514,555.00
LZ	\$1,751,384.00
MA	\$300,000.00

3. The following is an update to Modification P00205 showing a summary of funding by CLIN by ACRN through Modification P00208:

<u>CLIN</u>	<u>ACRN</u>	<u>FUNDING AMT</u>	<u>CLIN TOTAL</u>
CLIN 0001	AA	440,100.00	
CLIN 0001	AD	0.00	
			440,100.00
CLIN 0003	AB	2,298,235.00	
CLIN 0003	AC	17,832,987.00	
CLIN 0003	AD	0.00	
CLIN 0003	AE	7,500,000.00	
CLIN 0003	AF	3,300,000.00	
CLIN 0003	AG	17,192,400.00	
CLIN 0003	AH	700,000.00	
CLIN 0003	AM	17,045,000.00	
CLIN 0003	AN	5,800.00	
CLIN 0003	AP	20,779,000.00	
CLIN 0003	AS	0.00	

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CLIN 0003	AT	6,984,678.52	
CLIN 0003	AW	100,000.00	
CLIN 0003	AY	550,000.00	
			<u>94,288,100.52</u>
CLIN 0005	BA	24,527,878.00	
CLIN 0005	BB	146,000.00	
CLIN 0005	BC	72,000.00	
CLIN 0005	BD	85,000.00	
CLIN 0005	BE	100,000.00	
CLIN 0005	BF	100,000.00	
CLIN 0005	BG	1,975,321.00	
CLIN 0005	BH	38,018,908.00	
CLIN 0005	BL	0.00	
CLIN 0005	BZ	0.00	
			<u>65,025,107.00</u>
CLIN 0007AA	BP	10,352,348.00	
			<u>10,352,348.00</u>
CLIN 0009AA	AQ	45,108.00	
CLIN 0009AA	AV	0.00	
CLIN 0009AA	BK	258,545.00	
CLIN 0009AA	BM	125,000.00	
CLIN 0009AA	BN	21,315.00	
			<u>447,966.00</u>
CLIN 0009AB	AJ	200,000.00	
CLIN 0009AB	AK	85,000.00	
CLIN 0009AB	AL	45,000.00	
CLIN 0009AB	AQ	59,894.00	
CLIN 0009AB	AR	35,000.00	
CLIN 0009AB	BK	3,455.00	
CLIN 0009AB	BN	81,685.00	
CLIN 0009AB	BU	350,000.00	
CLIN 0009AB	BV	9,000.00	
			<u>869,034.00</u>
CLIN 0013	AU	7,970,000.00	
CLIN 0013	AX	3,396,000.00	
CLIN 0013	AY	0.00	
CLIN 0013	AZ	19,412,000.00	
CLIN 0013	BJ	8,023,110.00	
			<u>38,801,110.00</u>
CLIN 0017	BW	0.00	
CLIN 0017	KM	0.00	

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			<u>0.00</u>
CLIN 0017AA	BY	3,880,000.00	
CLIN 0017AA	BX	1,146,000.00	
CLIN 0017AA	BW	84,896,852.00	
CLIN 0017AA	BZ	0.00	
CLIN 0017AA	KM	192,793,000.00	
CLIN 0017AA	KN	0.00	
CLIN 0017AA	KQ	66,151.00	
CLIN 0017AA	KS	0.00	
CLIN 0017AA	KT	386,204,200.00	
CLIN 0017AA	KU	2,203,183.00	
CLIN 0017AA	KY	0.00	
CLIN 0017AA	LC	200,000.00	
CLIN 0017AA	LD	7,943,648.00	
CLIN 0017AA	LE	0.00	
CLIN 0017AA	LH	400,000.00	
CLIN 0017AA	LJ	7,476.00	
CLIN 0017AA	LK	281,415,897.00	
CLIN 0017AA	LQ	235,566.00	
CLIN 0017AA	LS	6,069,616.00	
CLIN 0017AA	LT	530,377.00	
CLIN 0017AA	LU	\$9,100,000.00	
CLIN 0017AA	LV	\$1,957,285.00	
CLIN 0017AA	LW	\$255,567.00	
CLIN 0017AA	LX	\$68,000.00	
CLIN 0017AA	LY	\$248,514,555.00	
			<u>1,227,887,353.00</u>
CLIN 0017AB	KL	118,250.00	
			<u>118,250.00</u>
CLIN 0017AC	BZ	190,000.00	
			<u>190,000.00</u>
CLIN 0017AD	KN	0.00	
CLIN 0017AD	KS	0.00	
			<u>0.00</u>
CLIN 0017AE	LL	173,798.00	
			<u>173,798.00</u>
CLIN 0017AH	KT	173,798.00	
			<u>173,798.00</u>

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CLIN 0020AA	KN	0.00	
CLIN 0020AA	KQ	26,660.00	
			<u>26,660.00</u>
CLIN 0021AA	KW	0.00	
			<u>0.00</u>
CLIN 0021AB	KV	0.00	
CLIN 0021AB	LB	0.00	
CLIN 0021AB	KX	0.00	
CLIN 0021AB	KY	0.00	
			<u>0.00</u>
CLIN 0021AC	KZ	0.00	
CLIN 0021AC	LA	0.00	
			<u>0.00</u>
CLIN 0022	KW	0.00	
			<u>0.00</u>
CLIN 0023	KX	60,000.00	
CLIN 0023	KY	25,000.00	
CLIN 0023	KV	65,000.00	
CLIN 0023	LB	12,500.00	
CLIN 0023	LF	10,000.00	
CLIN 0023	LR	\$125,000.00	
			<u>297,500.00</u>
CLIN 0024	LA	13,508.00	
CLIN 0024	LG	62,000.00	
CLIN 0024	KZ	25,000.00	
CLIN 0024	KW	20,000.00	
CLIN 0024	LP	83,200.00	
			<u>203,708.00</u>
CLIN 0025	LE	1,173,850.00	
CLIN 0025	LM	1,410,376.00	
CLIN 0025	MA	300,000.00	
			<u>2,884,226.00</u>
CLIN 0026	LN	630,061.00	
			<u>630,061.00</u>
CLIN 0027	LZ	1,751,384.00	

001893

1,751,384.00

(End of Summary of Changes)

001894

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE	PAGE OF PAGES
				V	1   13
2. AMENDMENT/MODIFICATION NO. P00209	3. EFFECTIVE DATE 31 MAR 10	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (if applicable)		
6. ISSUED BY LIBRARIAN/ADMINISTRAT [REDACTED]	CODE W9113M	7. ADMINISTERED BY (If other than item 6) DCMA RAYTHEON 30 APPLE HILL DRIVE MS 12PR2 TENNESSEE MAONDS		CODE S2205A	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) RAYTHEON COMPANY 250 LOWELL ST. ANDOVER MA 01810-4400				9A. AMENDMENT OF SOLICITATION NO.	
				9B. DATED (SEE ITEM 11)	
				X 10A. MOD. OF CONTRACT/ORDER NO. DASG80-98-C-0001	
CODE 05716				FACILITY CODE	
				X 10B. DATED (SEE ITEM 13) 30-Jan-1998	
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of offer <input type="checkbox"/> is extended. <input type="checkbox"/> is not extended.					
<p>Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:</p> <p>(a) By completing item 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire no change on offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.</p>					
12. ACCOUNTING AND APPROPRIATION DATA (if required) See Schedule					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT ORDERS IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
B. THE ABOVE NUMBERED CONTRACT ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).					
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.232-22, "Limitation of Funds"					
D. OTHER (Specify type of modification and authority)					
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: [REDACTED] The purpose of this modification is to incrementally fund SubCLN 0017AA in the amount of \$375,000 to continue the [REDACTED] (b)(3)(A)(i) & Title 10 Sec 130 (a)(b)					
Except as provided herein, all terms and conditions of the documents referenced in items 9A or 10A, as hereof are changed, remain unchanged and in full force and effect.					
[REDACTED] (print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
[REDACTED]				[REDACTED]	
15C. DATE SIGNED 3-31-10		15B. SIGNED STATE OF [REDACTED]		16C. DATE SIGNED 31 Mar 10	
(Signature of person authorized to sign)		(Signature of Contracting Officer)		(b)(6)	

EXCEPTION TO SF 30  
APPROVED BY OIRM 11-84

30-105-04

STANDARD FORM 30 (Rev. 10-83)  
Prescribed by GSA  
FAR (48 CFR) 53.243

001895

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

1. SECTION A - SOLICITATION/CONTRACT FORM

The total cost of this contract was increased by \$375,000.00 from \$1,800,981,109.00 to \$1,801,356,109.00.

The following have been added by full text:

PURPOSE

SubCLIN 0017AA is hereby modified to provide funding in the amount of \$375,000 to continue with the [REDACTED]. The results of the trade study are due December 31, 2010. The contractor will establish a separate control account for this effort and, in accordance with FAR 52.232-20, "Limitation of Cost," notify the Contracting Officer in writing whenever they expect to incur costs in support of this effort in the next sixty (60) days that, when added to all costs previously incurred, will exceed seventy-five (75) percent of the target cost [REDACTED]. Upon receipt of this notice, the Government will make a determination regarding how to proceed.

(b)(4)

**Statement of Objectives:**

In FY08-FY09

[REDACTED]

(b)(3)(A)  
(i)&Title  
10 Sec 130  
(a)(b)

- 1) For the
  - a.
  - b.
  - c.

[REDACTED]

(b)(3)(A)  
(i)&Title  
10 Sec 130  
(a)(b)

- 2) For the Force Protection Mission Area, the study addressed
  - a.

[REDACTED]

(b)(3)(A)  
(i)&Title 10  
Sec 130 (a)(b)

- 3) The study recommended key next steps for additional data collect and demonstrations.

**FY10 Taskings:**

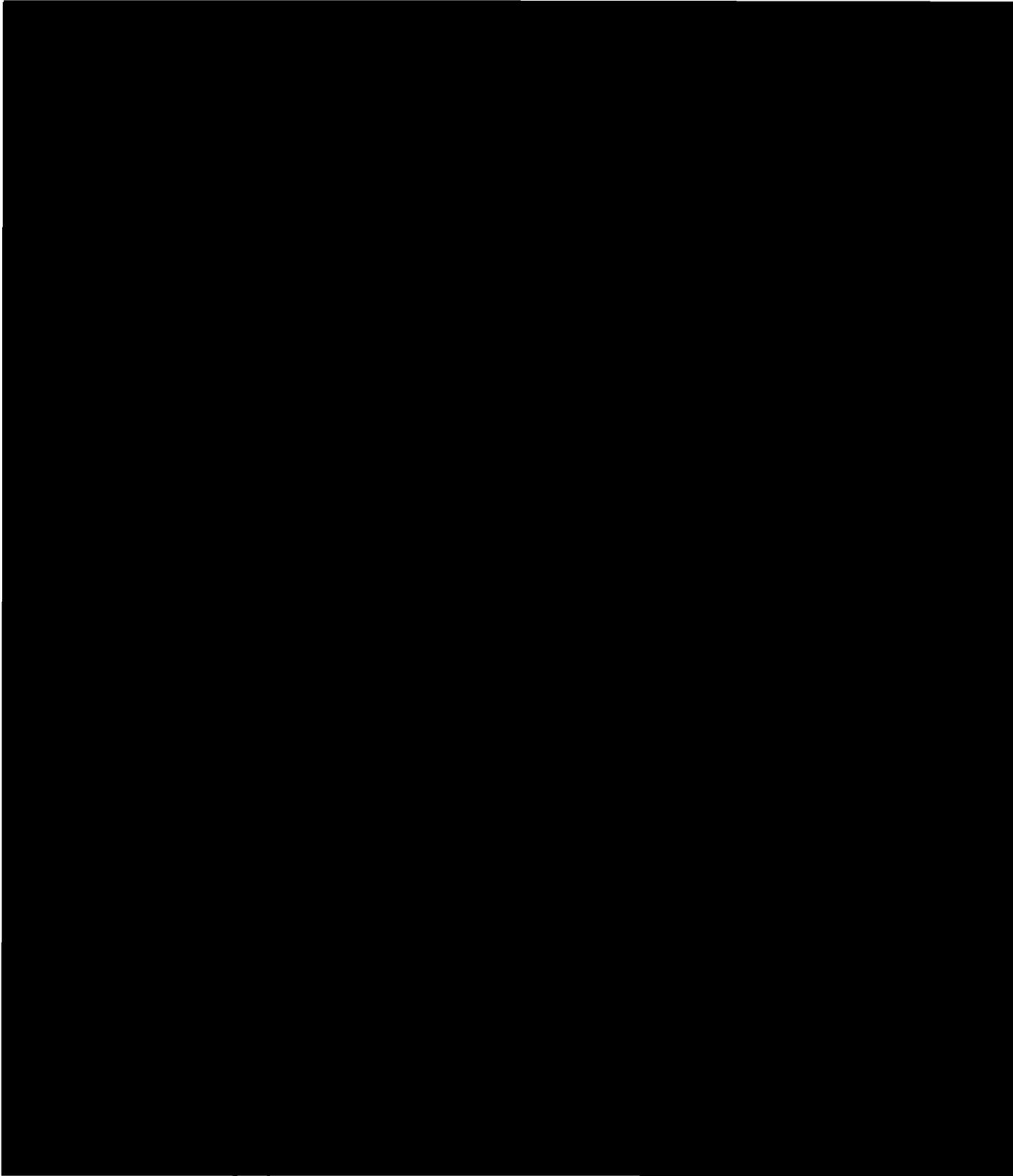
- 1. The Army JLENS office will execute a tech development [REDACTED]

[REDACTED]

(b)(3)(A)  
(i)&Title 10  
Sec 130 (a)(b)

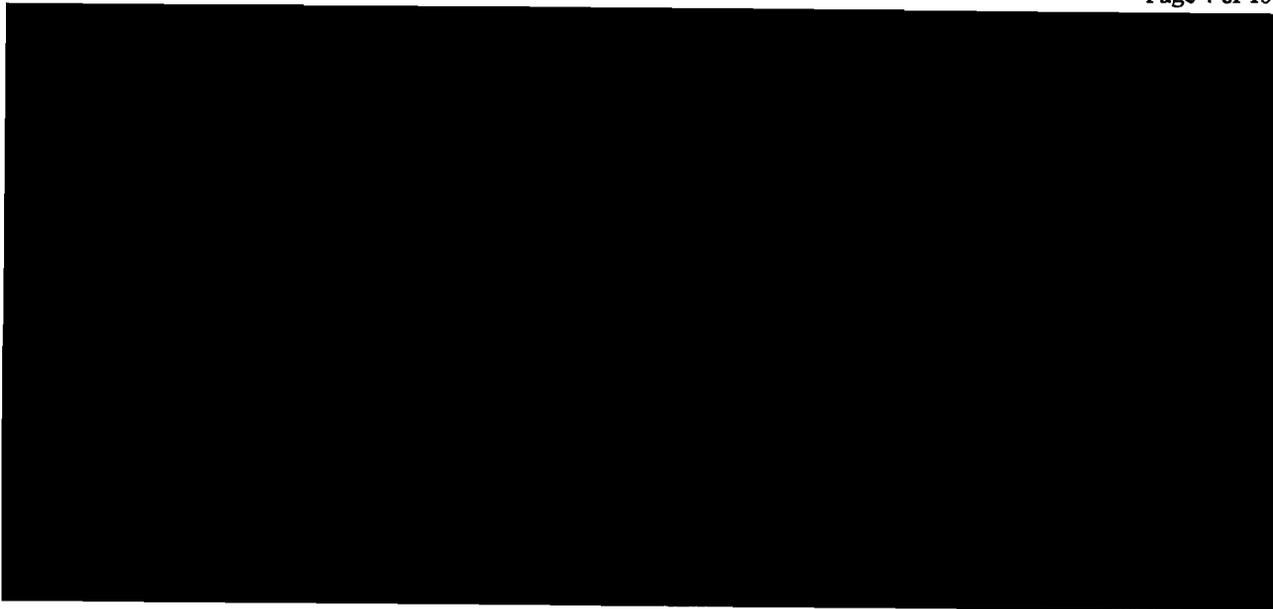
001896

(b)(3)(A)(i)&Title 10 Sec 130 (a)(b)



001897

(b)(3)(A)(i)&Title 10 Sec 130 (a)(b)



(b)(3)(A)  
(i)&Title  
10 Sec 130  
(a)(b)

2. SECTION B - SUPPLIES OR SERVICES AND PRICES

SUBCLIN 0017AA

The target cost has increased by [redacted] from [redacted] to [redacted]

The target profit/fee has increased by [redacted] from [redacted] to [redacted]

The total cost of this line item has increased by \$375,000.00 from \$1,576,207,545.00 to \$1,576,582,545.00.

(b)(4)

This includes an increase in target cost of [redacted] of cost and [redacted] facilities capital cost of money) and an increase in target fee of [redacted] which is [redacted] of target cost less facilities capital cost of money.

B-17. INCENTIVE FEE FOR SUBCLIN 0017AA/CLIN 0018 (SEE H-19):

In accordance with FAR 52.216-7, entitled "Allowable Cost and Payments", and FAR 52.216-10, entitled "Incentive Fee", the total amount for reimbursement of cost and fee for performance under SubCLIN 0017AA/CLIN 0018 are set forth below:

Target Cost [redacted]  
Target Fee [redacted]

Incentive Arrangement: Maximum Fee: [redacted]  
Minimum Fee: [redacted]

(Share Ratio: Government/Contractor)

Underrun: [redacted] or the amount by which the total allowable cost is less than the target cost until maximum fee is attained.

Overrun: [redacted] the amount by which the total allowable cost exceeds the target cost until minimum fee is attained.

(b)(4)

(b)(4)

FAR 52.216-10, INCENTIVE, paragraph (e)(1), is stated as follows:

001898

(e) Fee Payable.

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

(b)(4)

B-18. TARGET COST, TARGET FEE, MINIMUM INCENTIVE FEE, MAXIMUM INCENTIVE FEE, AND INCENTIVE ARRANGEMENT FOR SUBCLIN 0017AA/CLIN 0018:

SUBCLIN 0017AA - (Two SDD JLENS Systems)

- a. Target cost: [REDACTED]
- b. Target fee: [REDACTED]
- c. Minimum incentive fee: [REDACTED]
- d. Maximum incentive fee: [REDACTED]
- e. Total target cost and target fee: **\$1,576,582,545**

(b)(4)

3. SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by \$375,000.00 from \$1,444,560,503.52 to \$1,444,935,503.52.

SUBCLIN 0017AA:

MB: 9700400.2620 1000 B64D 253999 BD33050000 S49012 DODAAC: HD1115 was increased by \$375,000.00 from \$0.00 to \$375,000.00

The contract ACRN MB has been added.

Target Cost, Target Fee, and Total for the above increase of \$375,000 is distributed as follows and includes a increase in target cost of [REDACTED] cost and [REDACTED] facilities capital cost of money) and a increase in target incentive fee of [REDACTED] which is [REDACTED] of target cost less facilities capital cost of money.

(b)(4)

Target Cost	[REDACTED]
Target Fee	[REDACTED]
Total	<b>\$375,000</b>

IMPLEMENTATION OF AND EXPLANATION OF THE RELATIONSHIP OF THE LIMITATION OF FUNDS (LOF) CLAUSE TO FEE OBLIGATIONS, subparagraph c., is revised to read as follows:

SUBCLIN 0017AA :

	<u>PRIOR</u>	<u>THIS MODIFICATION</u>	<u>CUMULATIVE TOTAL*</u>
(1) Amount Required for Full Funding, Including Fee:	\$1,576,207,545	\$375,000	\$ 1,576,582,545
(2) Amount Allotted Under the LOF Clause			

001899

for Payment of Costs:	[REDACTED]	[REDACTED]	[REDACTED]
(3) Amount Separately Obligated for Payment of Fee:	[REDACTED]	[REDACTED]	[REDACTED]
(4) Total Amount Allotted and Obligated:	\$ 1,227,887,353	\$375,000	\$1,228,262,353
(5) Net Amount Required for Full Funding	\$ 348,320,192	\$ 0	\$ 348,320,192

(b)(4)

\* These figures take into consideration the negotiated total value of SubCLIN 0017AA (This does not include SubCLIN 17AH)

4. SECTION H – SPECIAL CONTRACT REQUIREMENTS is changed as follows:

Paragraph H-19, INCENTIVE FEE STRUCTURE AND PAYMENT FOR CLIN 0017. SYSTEM DEVELOPMENT AND DEMONSTRATION (SDD), subparagraphs a. and b., are revised as follows:

a. General.

SubCLIN 0017AA, System Development and Demonstration (SDD), is a cost-plus-incentive-fee (CPIF) Line Item with cost and schedule incentives as described below. Paragraph H-19(b) applies only to the Cost Incentive and Paragraph H-19(c) applies only to the Schedule Incentive. The contract price amount of \$1,576,582,545 includes a target cost of [REDACTED] which includes [REDACTED] cost and [REDACTED] of facilities capital cost of money) and a target incentive fee of [REDACTED] which is [REDACTED] of target cost less facilities capital cost of money.

b. Cost Incentive.

- (1) The target fee payable under SubCLIN 0017AA is [REDACTED] of the target cost less facilities capital cost of money [REDACTED] an amount equal to [REDACTED]
- (2) The maximum fee payable under SubCLIN 0017AA is [REDACTED] of the target cost less facilities capital cost of money [REDACTED] an amount equal to [REDACTED]
- (3) The minimum fee payable under SubCLIN 0017AA is [REDACTED] of the target cost less facilities capital cost of money [REDACTED] an amount equal to [REDACTED]
- (4) Fee will be adjusted for actual cost that is less than or more than the target cost stated above using a share ratio of [REDACTED] Government / [REDACTED] Contractor for actual costs less than the target cost, and a ratio of [REDACTED] Government / [REDACTED] Contractor for actual costs greater than the target cost range applied according to Paragraph H-19(c)(1).
- (5) Nothing stated in this clause shall take precedence over the clause 52.216-10 - Incentive Fee contained in this contract.

(b)(4)

c. Schedule and Performance Incentive.

- (1) A maximum [REDACTED] "flat zone" will be established at the target cost value of [REDACTED] with the conduct of milestones below. The "flat zone" over which the contractor will earn target fee is for eligible costs from [REDACTED] to [REDACTED] once the program milestones set forth below are conducted.

(b)(4)

- (a) [REDACTED] of the maximum benefit of the "flat zone", earned by the conduct of the SDD System Functional Review NLT 2nd Quarter, Fiscal Year 2007. (It is hereby acknowledged by the government that Raytheon completed the requirement for this flat zone and earned the "Flat Zone" schedule incentive of [REDACTED] Final determination of incentive fee payment utilizing the "Flat Zone" amount will be made at the conclusion of the contract. Reference letter, dated 5 March 2007 from [REDACTED]

(b)(4)

(b)(4)

(b)(6)

001900

(b) [redacted] of the maximum benefit of the "flat zone", earned by the conduct of SDD Orbit Critical Design review NLT 2nd Quarter, Fiscal Year 2009. (It is hereby acknowledged by the government that Raytheon completed the requirement for this flat zone and earned the "Flat Zone" schedule incentive of [redacted] Final determination of incentive fee payment utilizing the "Flat Zone" amount will be made at the conclusion of the contract. Reference letter, dated 12 January 2009, from [redacted]

(2) An additional performance incentive fee pool of [redacted] (maximum) is established and will be awarded to the contractor for meeting performance incentives associated with System Capability Reviews (SCRs) and the Developmental Test (DT)/Limited User Test (LUT) according to the schedule below:

(a) [redacted] (maximum) earned based on successful conduct of technical performance defined by SCR-1.

(b) [redacted] (maximum) earned based on successful conduct of technical performance defined by SCR-2.

(c) [redacted] (maximum) earned based on successful conduct of technical performance defined by SCR-3.

(d) [redacted] (maximum) earned based on successful conduct of technical performance defined by LUT.

(e) The specific criteria/evidence and associated percentages related to successful completion of (a) through (d) above are defined in the Section J attachment entitled "Performance Incentive Fee Criteria/Evidence."

(f) Following completion of each milestone in (a) through (d) above, the government will determine the amount of performance incentive fee earned. If it is determined that performance incentive fee is earned, the additional contract value will be added to the total value of the contract at the time the incentive is earned.

(3) For Earned Value and cost reporting purposes, the target cost value of [redacted] will be used.

d. Changes issued under FAR 52.243-2, Changes - Cost Reimbursement

In the event of a change issued under FAR 52.243-2, Changes - Cost Reimbursement, it is agreed that changes to the performance and schedule incentive may be considered a part of the equitable adjustment. In the event that any Options to CLIN 0017 are added and exercised, the incentive fee for cost and schedule/performance applicable to the Option will be incorporated in accordance with the incentive fee structure of this provision.

5. The following is an update to Modification P00208 showing a summary of funding by ACRN through Modification P00209:

<u>ACRN</u>	<u>FUNDING</u>
AA	440,100.00
AB	2,298,235.00
AC	17,832,987.00
AD	0.00
AE	7,500,000.00
AF	3,300,000.00
AG	17,192,400.00
AH	700,000.00

001901

(b)(4)



LB	12,500.00
LC	200,000.00
LD	7,943,648.00
LE	1,173,850.00
LF	10,000.00
LG	62,000.00
LH	400,000.00
LJ	7,476.00
LK	\$281,415,897.00
LL	\$173,798.00
LM	\$1,410,376.00
LN	\$630,061.00
LP	\$83,200.00
LQ	\$235,566.00
LR	\$125,000.00
LS	\$6,069,616.00
LT	\$530,377.00
LU	\$9,100,000.00
LV	\$1,957,265.00
LW	\$255,567.00
LX	\$68,000.00
LY	\$248,514,555.00
LZ	\$1,751,384.00
MA	\$300,000.00
MB	\$375,000.00

6. The following is an update to Modification P00208 showing a summary of funding by CLIN by ACRN through Modification P00209:

<u>CLIN</u>	<u>ACRN</u>	<u>FUNDING AMT</u>	<u>CLIN TOTAL</u>
CLIN 0001	AA	440,100.00	
CLIN 0001	AD	0.00	
			440,100.00
CLIN 0003	AB	2,298,235.00	
CLIN 0003	AC	17,832,987.00	
CLIN 0003	AD	0.00	
CLIN 0003	AE	7,500,000.00	
CLIN 0003	AF	3,300,000.00	
CLIN 0003	AG	17,192,400.00	
CLIN 0003	AH	700,000.00	
CLIN 0003	AM	17,045,000.00	
CLIN 0003	AN	5,800.00	
CLIN 0003	AP	20,779,000.00	
CLIN 0003	AS	0.00	
CLIN 0003	AT	6,984,678.52	
CLIN 0003	AW	100,000.00	
CLIN 0003	AY	550,000.00	

001903

		<u>94,288,100.52</u>
CLIN 0005	BA	24,527,878.00
CLIN 0005	BB	146,000.00
CLIN 0005	BC	72,000.00
CLIN 0005	BD	85,000.00
CLIN 0005	BE	100,000.00
CLIN 0005	BF	100,000.00
CLIN 0005	BG	1,975,321.00
CLIN 0005	BH	38,018,908.00
CLIN 0005	BL	0.00
CLIN 0005	BZ	0.00
		<u>65,025,107.00</u>
CLIN 0007AA	BP	10,352,348.00
		<u>10,352,348.00</u>
CLIN 0009AA	AQ	45,106.00
CLIN 0009AA	AV	0.00
CLIN 0009AA	BK	256,545.00
CLIN 0009AA	BM	125,000.00
CLIN 0009AA	BN	21,315.00
		<u>447,966.00</u>
CLIN 0009AB	AJ	200,000.00
CLIN 0009AB	AK	85,000.00
CLIN 0009AB	AL	45,000.00
CLIN 0009AB	AQ	59,894.00
CLIN 0009AB	AR	35,000.00
CLIN 0009AB	BK	3,455.00
CLIN 0009AB	BN	81,685.00
CLIN 0009AB	BU	350,000.00
CLIN 0009AB	BV	9,000.00
		<u>869,034.00</u>
CLIN 0013	AU	7,970,000.00
CLIN 0013	AX	3,396,000.00
CLIN 0013	AY	0.00
CLIN 0013	AZ	19,412,000.00
CLIN 0013	BJ	8,023,110.00
		<u>38,801,110.00</u>
CLIN 0017	BW	0.00
CLIN 0017	KM	0.00
		<u>0.00</u>

001904



CLIN 0020AA	KN	0.00	
CLIN 0020AA	KQ	26,660.00	
			<u>26,660.00</u>
CLIN 0021AA	KW	0.00	
			<u>0.00</u>
CLIN 0021AB	KV	0.00	
CLIN 0021AB	LB	0.00	
CLIN 0021AB	KX	0.00	
CLIN 0021AB	KY	0.00	
			<u>0.00</u>
CLIN 0021AC	KZ	0.00	
CLIN 0021AC	LA	0.00	
			<u>0.00</u>
CLIN 0022	KW	0.00	
			<u>0.00</u>
CLIN 0023	KX	60,000.00	
CLIN 0023	KY	25,000.00	
CLIN 0023	KV	65,000.00	
CLIN 0023	LB	12,500.00	
CLIN 0023	LF	10,000.00	
CLIN 0023	LR	\$125,000.00	
			<u>297,500.00</u>
CLIN 0024	LA	13,508.00	
CLIN 0024	LG	62,000.00	
CLIN 0024	KZ	25,000.00	
CLIN 0024	KW	20,000.00	
CLIN 0024	LP	83,200.00	
			<u>203,708.00</u>
CLIN 0025	LE	1,173,850.00	
CLIN 0025	LM	1,410,376.00	
CLIN 0025	MA	300,000.00	
			<u>2,884,226.00</u>
CLIN 0026	LN	630,061.00	
			<u>630,061.00</u>
CLIN 0027	LZ	1,751,384.00	
			<u>1,751,384.00</u>

001906

(End of Summary of Changes)

001907

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			I. CONTRACT ID CODE V	PAGE OF PAGES 1   11
1. AMENDMENT/MODIFICATION NO. P00210	3. EFFECTIVE DATE 19 MAY 10	4. REQUISITION/PURCHASE RQ. NO.		5. PROJECT NO. (If applicable)
6. ISSUED BY [REDACTED] (b)(6)	CODE W9113M	7. ADMINISTERED BY (If other than item 6) DCMA RAYTHEON 50 APPLE HILL DRIVE M/S 12FR2 TEMPLESBURY MA 01878		CODE S2206A
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) RAYTHEON COMPANY 36 LOWELL ST. ANDOVER MA 01810-4403			9A. AMENDMENT OF SOLICITATION NO.	
			9B. DATED (SEE ITEM 11)	
			X 10A. MOD. OF CONTRACT/ORDER NO. DASG80-98-C-0001	
			X 10B. DATED (SEE ITEM 13) 30-Jan-1988	
CODE 05716			FACILITY CODE	
<b>II. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>				
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended.				
<p>Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:</p> <p>(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. In the event of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.</p>				
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule				
<b>13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT ORDERS IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.</b>				
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.				
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).				
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.243-2, Changes and FAR 52.232-22, "Limitation of Funds"				
D. OTHER (Specify type of modification and authority)				
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.				
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: [REDACTED] (b)(6) To make applicable adjustments to the contract as a result of negotiation and settlement of the equitable adjustment proposal submitted by the contractor in response to Modification P00198 and to provide incremental funding for SubCLIN 0017AA in the amount of \$5,263,481.				
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as hereof or changed, remains unchanged and in full force and effect.				
15A. NAME AND TITLE OF CONTRACTING OFFICER [REDACTED]			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) [REDACTED] (b)(6)	
15B. DATE SIGNED 18 MAY 2010			16C. DATE SIGNED 19 May 10	
[REDACTED] (Signature of Contracting Officer)			[REDACTED] (Signature of Contracting Officer)	

EXEMPTION TO SF 30  
APPROVED BY OIRM 11-84

30-105-04

STANDARD FORM 30 (Rev. 10-83)  
Prescribed by GSA  
FAR (48 CFR) 53.243

001908

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

1. SECTION A - SOLICITATION/CONTRACT FORM

The total cost of this contract was increased by \$283,515.00 from \$1,801,356,109.00 to \$1,801,639,624.00.

2. SECTION B - SUPPLIES OR SERVICES AND PRICES

SUBCLIN 0017AA

The target cost has increased by [redacted] from [redacted] to [redacted].  
The target profit/fee has increased by [redacted] from [redacted] to [redacted].

The total cost of this line item has increased by \$283,515.00 from \$1,576,582,545.00 to \$1,576,866,060.00.

(b)(4)

This includes an increase in target cost of [redacted] consisting of a [redacted] increase in cost and a [redacted] decrease in facilities capital cost of money, and an increase in target fee of [redacted] which is [redacted] of target cost less facilities capital cost of money.

B-17. INCENTIVE FEE FOR SUBCLIN 0017AA/CLIN 0018 (SEE H-19):

In accordance with FAR 52.216-7, entitled "Allowable Cost and Payments", and FAR 52.216-10, entitled "Incentive Fee", the total amount for reimbursement of cost and fee for performance under SubCLIN 0017AA/CLIN 0018 are set forth below:

Target Cost [redacted]  
Target Fee [redacted]

(b)(4)

Incentive Arrangement: Maximum Fee: [redacted]  
Minimum Fee: [redacted]

(Share Ratio: Government/Contractor)

Underrun: [redacted] for the amount by which the total allowable cost is less than the target cost until [redacted] maximum fee is attained. (b)(4)

Overrun: [redacted] for the amount by which the total allowable cost exceeds the target cost until minimum [redacted] fee is attained. (b)(4)

FAR 52.216-10, INCENTIVE, paragraph (e)(1), is stated as follows:

(e) Fee Payable.

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

(b)(4)

B-18. TARGET COST, TARGET FEE, MINIMUM INCENTIVE FEE, MAXIMUM INCENTIVE FEE, AND INCENTIVE ARRANGEMENT FOR SUBCLIN 0017AA/CLIN 0018:

001909

SUBCLIN 0017AA – (Two SDD JLENS Systems)

- a. Target cost: [REDACTED]
- b. Target fee: [REDACTED]
- c. Minimum incentive fee: [REDACTED]
- d. Maximum incentive fee: [REDACTED]
- e. Total target cost and target fee: \$1,576,866,060

(b)(4)

3. SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by \$5,283,481.00 from \$1,444,935,503.52 to \$1,450,218,984.52.

SUBCLIN 0017AA:

LY: 21 0 2040 5L 5L68 P172419E555L 255Y 4M0J730000 S01021 4M0J730000/04MJLE/4M5 was increased by \$3,000,000.00 from \$248,514,555.00 to \$251,514,555.00

Target Cost, Target Fee, and Total for the above increase of \$3,000,000 is distributed as follows and includes a increase in target cost of [REDACTED] of cost and [REDACTED] facilities capital cost of money) and a increase in target incentive fee of [REDACTED] which is [REDACTED] target cost less facilities capital cost of money.

(b)(4)

Target Cost	[REDACTED]
Target Fee	[REDACTED]
Total	\$3,000,000

MC: 21 0 2040 5L 5L68 P172419E555L 255Y 4M0J731600 S01021 4M0J731600/4MJLE/4M5 was increased by \$2,283,481.00 from \$0.00 to \$2,283,481.00

The contract ACRN MC has been added.

Target Cost, Target Fee, and Total for the above increase of \$2,283,481 is distributed as follows and includes a increase in target cost of [REDACTED] of cost and [REDACTED] facilities capital cost of money) and a increase in target incentive fee of [REDACTED] which is [REDACTED] target cost less facilities capital cost of money.

(b)(4)

Target Cost	[REDACTED]
Target Fee	[REDACTED]
Total	\$2,283,481

IMPLEMENTATION OF AND EXPLANATION OF THE RELATIONSHIP OF THE LIMITATION OF FUNDS (LOF) CLAUSE TO FEE OBLIGATIONS, subparagraph c., is revised to read as follows:

SUBCLIN 0017AA :

(1) Amount Required for Full Funding,

<u>PRIOR</u>	<u>THIS MODIFICATION</u>	<u>CUMULATIVE TOTAL*</u>
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001910

Including Fee:	[REDACTED]	[REDACTED]	[REDACTED]
(2) Amount Allotted Under the LOF Clause for Payment of Costs:	[REDACTED]	[REDACTED]	[REDACTED]
(3) Amount Separately Obligated for Payment of Fee:	\$100,609,873.81	\$ 433,978	\$101,043,851.81
(4) Total Amount Allotted and Obligated:	\$ 1,228,262,353	\$5,283,481	\$1,233,545,834
(5) Net Amount Required for Full Funding	\$ 348,320,192	( \$4,999,966)	\$ 343,320,226

(b)(4)

\* These figures take into consideration the negotiated total value of SubCLIN 0017AA (This does not include SubCLIN 17AH)

4. SECTION H – SPECIAL CONTRACT REQUIREMENTS is changed as follows:

Paragraph H-19, INCENTIVE FEE STRUCTURE AND PAYMENT FOR CLIN 0017. SYSTEM DEVELOPMENT AND DEMONSTRATION (SDD), subparagraphs a. and b., are revised as follows:

a. General.

SubCLIN 0017AA, System Development and Demonstration (SDD), is a cost-plus-incentive-fee (CPIF) Line Item with cost and schedule incentives as described below. Paragraph H-19(b) applies only to the Cost Incentive and Paragraph H-19(c) applies only to the Schedule Incentive. The contract price amount of \$1,576,866,060 includes a target cost of [REDACTED] which includes [REDACTED] of cost and [REDACTED] of facilities capital cost of money) and a target incentive fee of [REDACTED] which is [REDACTED] of target cost less facilities capital cost of money.

(b)(4)

b. Cost Incentive.

(1) The target fee payable under SubCLIN 0017AA is [REDACTED] of the target cost less facilities capital cost of money [REDACTED] amount equal to [REDACTED]

(2) The maximum fee payable under SubCLIN 0017AA is [REDACTED] of the target cost less facilities capital cost of money [REDACTED] amount equal to [REDACTED]

(3) The minimum fee payable under SubCLIN 0017AA is [REDACTED] of the target cost less facilities capital cost of money [REDACTED] amount equal to [REDACTED]

(b)(4)

(4) Fee will be adjusted for actual cost that is less than or more than the target cost stated above using a share ratio of [REDACTED] Government / [REDACTED] Contractor for actual costs less than the target cost, and a ratio of [REDACTED] Government / [REDACTED] Contractor for actual costs greater than the target cost range applied according to Paragraph H-19(c)(1).

(b)(4)

(5) Nothing stated in this clause shall take precedence over the clause 52.216-10 - Incentive Fee contained in this contract.

c. Schedule and Performance Incentive.

(b)(4)

(1) A maximum [REDACTED] "flat zone" will be established at the target cost value of [REDACTED] with the conduct of milestones below. The "flat zone" over which the contractor will earn target fee is for eligible costs from [REDACTED] to [REDACTED] since the program milestones set forth below are conducted.

(b)(4)

(a) [REDACTED] of the maximum benefit of the "flat zone", earned by the conduct of the SDD System Functional Review NLT 2nd Quarter, Fiscal Year 2007. (It is hereby acknowledged by the government that Raytheon completed the requirement for this flat zone and earned the "Flat Zone" schedule incentive of [REDACTED] Final determination of incentive fee payment utilizing the "Flat Zone" amount will be made at the [REDACTED]

(b)(4)

(b)(4)

001911

conclusion of the contract. Reference letter, dated 5 March 2007 from [REDACTED] (b)(6)

(b) [REDACTED] of the maximum benefit of the "flat zone", earned by the conduct of SDD Orbit Critical Design review NLT 2nd Quarter, Fiscal Year 2009. (It is hereby acknowledged by the government that Raytheon completed the requirement for this flat zone and earned the "Flat Zone" schedule incentive of [REDACTED] Final determination of incentive fee payment utilizing the "Flat Zone" amount will be made at the conclusion of the contract. Reference letter, dated 12 January 2009, from [REDACTED] (b)(4) (b)(6)

(2) An additional performance incentive fee pool of \$ [REDACTED] maximum) is established and will be awarded to the contractor for meeting performance incentives associated with System Capability Reviews (SCRs) and the Developmental Test (DT)/Limited User Test (LUT) according to the schedule below: (b)(4)

(a) [REDACTED] (maximum) earned based on successful conduct of technical performance defined by SCR-1. (b)(4)

(b) [REDACTED] (maximum) earned based on successful conduct of technical performance defined by SCR-2. (b)(4)

(c) [REDACTED] (maximum) earned based on successful conduct of technical performance defined by SCR-3. (b)(4)

(d) [REDACTED] (maximum) earned based on successful conduct of technical performance defined by LUT. (b)(4)

(e) The specific criteria/evidence and associated percentages related to successful completion of (a) through (d) above are defined in the Section J attachment entitled "Performance Incentive Fee Criteria/Evidence."

(f) Following completion of each milestone in (a) through (d) above, the government will determine the amount of performance incentive fee earned. If it is determined that performance incentive fee is earned, the additional contract value will be added to the total value of the contract at the time the incentive is earned.

(3) For Earned Value and cost reporting purposes, the target cost value of [REDACTED] be used. (b)(4)

d. Changes issued under FAR 52.243-2, Changes - Cost Reimbursement

In the event of a change issued under FAR 52.243-2, Changes - Cost Reimbursement, it is agreed that changes to the performance and schedule incentive may be considered a part of the equitable adjustment. In the event that any Options to CLIN 0017 are added and exercised, the incentive fee for cost and schedule/performance applicable to the Option will be incorporated in accordance with the incentive fee structure of this provision.

5. The following is an update to Modification P00209 showing a summary of funding by ACRN through Modification P00210:

<u>ACRN</u>	<u>FUNDING</u>
AA	440,100.00
AB	2,298,235.00
AC	17,832,987.00
AD	0.00
AE	7,500,000.00

001912

AF	3,300,000.00
AG	17,192,400.00
AH	700,000.00
AJ	200,000.00
AK	85,000.00
AL	45,000.00
AM	17,045,000.00
AN	5,800.00
AP	20,779,000.00
AQ	105,000.00
AR	35,000.00
AS	0.00
AT	6,984,678.52
AU	7,970,000.00
AV	0.00
AW	100,000.00
AX	3,396,000.00
AY	550,000.00
AZ	19,412,000.00
BA	24,527,878.00
BB	146,000.00
BC	72,000.00
BD	85,000.00
BE	100,000.00
BF	100,000.00
BG	1,975,321.00
BH	38,018,908.00
BJ	8,023,110.00
BK	260,000.00
BL	0.00
BM	125,000.00
BN	103,000.00
BP	10,352,348.00
BU	350,000.00
BV	9,000.00
BW	84,896,852.00
BX	1,146,000.00
BY	3,880,000.00
BZ	190,000.00
KL	118,250.00
KM	192,793,000.00
KN	0.00
KQ	92,811.00
KR	0.00
KS	0.00
KT	386,377,998.00
KU	2,203,183.00
KV	65,000.00
KW	20,000.00
KX	60,000.00

001913

KY	25,000.00
KZ	25,000.00
LA	13,508.00
LB	12,500.00
LC	200,000.00
LD	7,943,648.00
LE	1,173,850.00
LF	10,000.00
LG	62,000.00
LH	400,000.00
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LY	\$251,514,555.00
LZ	\$1,751,384.00
MA	\$300,000.00
MB	\$375,000.00
MC	\$2,283,481.00

6. The following is an update to Modification P00209 showing a summary of funding by CLIN by ACRN through Modification P00210:

<u>CLIN</u>	<u>ACRN</u>	<u>FUNDING AMT</u>	<u>CLIN TOTAL</u>
CLIN 0001	AA	440,100.00	
CLIN 0001	AD	0.00	
			440,100.00
CLIN 0003	AB	2,298,235.00	
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CLIN 0003	AH	700,000.00	
CLIN 0003	AM	17,045,000.00	
CLIN 0003	AN	5,800.00	
CLIN 0003	AP	20,779,000.00	
CLIN 0003	AS	0.00	

001914

CLIN 0003	AT	6,984,678.52	
CLIN 0003	AW	100,000.00	
CLIN 0003	AY	550,000.00	
			<u>94,288,100.52</u>
CLIN 0005	BA	24,527,878.00	
CLIN 0005	BB	146,000.00	
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CLIN 0005	BF	100,000.00	
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CLIN 0005	BH	38,018,908.00	
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CLIN 0009AB	AJ	200,000.00	
CLIN 0009AB	AK	85,000.00	
CLIN 0009AB	AL	45,000.00	
CLIN 0009AB	AQ	59,894.00	
CLIN 0009AB	AR	35,000.00	
CLIN 0009AB	BK	3,455.00	
CLIN 0009AB	BN	81,685.00	
CLIN 0009AB	BU	350,000.00	
CLIN 0009AB	BV	9,000.00	
			<u>869,034.00</u>
CLIN 0013	AU	7,970,000.00	
CLIN 0013	AX	3,396,000.00	
CLIN 0013	AY	0.00	
CLIN 0013	AZ	19,412,000.00	
CLIN 0013	BJ	8,023,110.00	
			<u>38,801,110.00</u>
CLIN 0017	BW	0.00	
CLIN 0017	KM	0.00	

001915

			<u>0.00</u>
CLIN 0017AA	BY	3,880,000.00	
CLIN 0017AA	BX	1,146,000.00	
CLIN 0017AA	BW	84,896,852.00	
CLIN 0017AA	BZ	0.00	
CLIN 0017AA	KM	192,793,000.00	
CLIN 0017AA	KN	0.00	
CLIN 0017AA	KQ	66,151.00	
CLIN 0017AA	KS	0.00	
CLIN 0017AA	KT	386,204,200.00	
CLIN 0017AA	KU	2,203,183.00	
CLIN 0017AA	KY	0.00	
CLIN 0017AA	LC	200,000.00	
CLIN 0017AA	LD	7,943,648.00	
CLIN 0017AA	LE	0.00	
CLIN 0017AA	LH	400,000.00	
CLIN 0017AA	LJ	7,476.00	
CLIN 0017AA	LK	281,415,897.00	
CLIN 0017AA	LQ	235,566.00	
CLIN 0017AA	LS	6,069,616.00	
CLIN 0017AA	LT	530,377.00	
CLIN 0017AA	LU	\$9,100,000.00	
CLIN 0017AA	LV	\$1,957,265.00	
CLIN 0017AA	LW	\$255,567.00	
CLIN 0017AA	LX	\$68,000.00	
CLIN 0017AA	LY	\$251,514,555.00	
CLIN 0017AA	MB	\$375,000.00	
CLIN 0017AA	MC	\$2,283,481.00	
			<u>1,233,545,834.00</u>
CLIN 0017AB	KL	118,250.00	
			<u>118,250.00</u>
CLIN 0017AC	BZ	190,000.00	
			<u>190,000.00</u>
CLIN 0017AD	KN	0.00	
CLIN 0017AD	KS	0.00	
			<u>0.00</u>
CLIN 0017AE	LL	173,798.00	
			173,798.00

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CLIN 0017AH	KT	173,798.00	<u>173,798.00</u>
CLIN 0020AA	KN	0.00	
CLIN 0020AA	KQ	26,660.00	<u>26,660.00</u>
CLIN 0021AA	KW	0.00	<u>0.00</u>
CLIN 0021AB	KV	0.00	
CLIN 0021AB	LB	0.00	
CLIN 0021AB	KX	0.00	
CLIN 0021AB	KY	0.00	<u>0.00</u>
CLIN 0021AC	KZ	0.00	
CLIN 0021AC	LA	0.00	<u>0.00</u>
CLIN 0022	KW	0.00	<u>0.00</u>
CLIN 0023	KX	60,000.00	
CLIN 0023	KY	25,000.00	
CLIN 0023	KV	65,000.00	
CLIN 0023	LB	12,500.00	
CLIN 0023	LF	10,000.00	
CLIN 0023	LR	\$125,000.00	<u>297,500.00</u>
CLIN 0024	LA	13,508.00	
CLIN 0024	LG	62,000.00	
CLIN 0024	KZ	25,000.00	
CLIN 0024	KW	20,000.00	
CLIN 0024	LP	83,200.00	<u>203,708.00</u>
CLIN 0025	LE	1,173,850.00	
CLIN 0025	LM	1,410,376.00	
CLIN 0025	MA	300,000.00	<u>2,884,226.00</u>
CLIN 0026	LN	630,061.00	<u>630,061.00</u>

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CLIN 0027	LZ	1,751,384.00	_____
			_____
			<u>1,751,384.00</u>

7. In consideration of the modification agreed to herein as complete equitable adjustment for the Request for Equitable Adjustment Proposal in Response to Modification P00198, submitted via Raytheon letter JLENS-23414-10-002, dated 28 January 2010, the Contractor hereby releases the Government from any and all liability under this contract for further equitable adjustments attributable to such facts or circumstances giving rise to the proposal for adjustment.

(End of Summary of Changes)

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AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1 CONTRACT ID CODE	PAGE OF PAGES	
			V	1	14
2. AMENDMENT/MODIFICATION NO <b>P00211</b>	3. EFFECTIVE DATE <b>18 JUN 10</b>	4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (if applicable)	
6. ISSUED BY [Redacted] STRAT [Redacted] (b)(6)	CODE <b>W0113M</b>	7. ADMINISTERED BY (if other than item 6) DCMA RAYTHEON 80 APPLE HILL DRIVE M/S 12F02 TRUMBULL MA 01462		CODE <b>S2205A</b>	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) RAYTHEON COMPANY 388 LOWELL ST ANDOVER MA 01910-4403			9A. AMENDMENT OF SOLICITATION NO.		
			9B. DATED (SEE ITEM 11)		
			X 10A. MOD. OF CONTRACT/ORDER NO. DA560-26-C-0001		
			X 10B. DATED (SEE ITEM 13) 30-Jan-1998		
CODE <b>05716</b>			FACILITY CODE		
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (A) By completing items 8 and 15, and returning _____ copies of this amendment; (B) By return-freight receipt of this amendment on each copy of the offer submitted, or (C) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. Any virtue of this amendment you desire to change an offer already submitted, each change may be made by telegram or letter, provided such telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA (if required) See Schedule					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT ORDERS IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B)					
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF FAR 22.232-22, "Limitation of Funds" and Mutual Agreement					
D. OTHER (Specify type of modification and authority)					
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return _____ copies to the issuing office					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: [Redacted] To incorporate a revised JLENS [Redacted] Demonstration Program Statement of Work, Revision 5, dated 14 Sep 2009; to incorporate a revised [Redacted] Program and Technical Clarification Description, dated 30 Mar 2010; to change the period of performance and date for CLIN 0025 to 23 May 2010; to establish a new CLIN 0026 for the continuation of the effort post 23 May 2010; to incorporate a Contract Data Requirements List (CDRL) for CLIN 0025. All scope not performed under CLIN 0025 will be accomplished under CLIN 0026 in accordance with the Statement of Work, Revision 5, dated 14 Sep 2009, and the [Redacted] Program and Technical Clarification Description, dated 30 Mar 2010. A subsequent modification will be issued to make any further necessary adjustments to the value of CLIN 0025 and 0026.					
Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as in existence changed, remain unchanged and in full force and effect					
15A. NAME AND TITLE OF CONTRACTOR (Type or print)			15B. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)		
[Redacted]			[Redacted]		
15C. DATE SIGNED <b>17 JUN 2010</b>			15D. DATE SIGNED <b>18 JUN 10</b>		
[Redacted] (Signature of person authorized to sign)			[Redacted] (Signature of Contracting Officer)		

(b)(6)

(b)(3)(A)  
(i) & Title 10  
Sec 130 (a)(b)

[Handwritten mark]

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SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

1. SECTION A - SOLICITATION/CONTRACT FORM

The total cost of this contract was increased by \$20,093,350.00 from \$1,801,639,624.00 to \$1,821,732,974.00.

2. SECTION B - SUPPLIES OR SERVICES AND PRICES

CLIN 0028 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0028	[REDACTED]				
	CPIF				(b)(3)(A)
	JLENS				(i)&Title 10
	A full description of the required tasks are included in the SOW and Program and Technical Clarification Description attached in Section J.				Sec 130 (a)(b)
	FOB: Destination				
				TARGET COST	[REDACTED] (b)(4)
				TARGET FEE	[REDACTED] (b)(4)
				TOTAL TGT COST + FEE	\$20,093,350.00* (b)(4)

\*This includes a target cost of [REDACTED] of cost and [REDACTED] of facilities capital cost of money) (b)(4) (b)(4)  
and a target fee of \$ [REDACTED] which is [REDACTED] of target cost less facilities capital cost of money. (b)(4)

SUBCLIN 002801 is added as follows:

001920

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
02801	Funding for CLIN 0028 CPIF FOB: Destination				

TARGET COST	[REDACTED] (b)(4)
TARGET FEE	[REDACTED] (b)(4)
TOTAL TGT COST + FEE	\$2,500,000.00*

ACRN MA \$2,500,000.00  
CIN: 00000000000000000000000000000000

\*This includes a target cost of [REDACTED] (b)(4) of cost and [REDACTED] (b)(4) of facilities capital cost of money) and a target fee of [REDACTED] (b)(4) which is [REDACTED] (b)(4) of target cost less facilities capital cost of money.

The following Section B clauses are hereby added:

INCENTIVE FEE FOR CLIN 0028 (JLENS [REDACTED]) (b)(3)(A)  
(i)&Title 10 Sec

In accordance with FAR 52.216-7, entitled "Allowable Cost and Payments", and FAR 52.216-10, entitled "Incentive Fee", the total amount for reimbursement of cost and fee for performance under CLIN 0028 are set forth below: 130 (a)(b)

Target Cost	[REDACTED]	(b)(4)
Target Fee	[REDACTED]	(b)(4)

Incentive Arrangement: Maximum Fee:	[REDACTED]	(b)(4)
Minimum Fee:	[REDACTED]	(b)(4)

(Share Ratio: Government/Contractor)

Underrun: [REDACTED] (b)(4) for the amount by which the total allowable cost is less than the target cost until maximum fee is attained.

Overrun: [REDACTED] (b)(4) for the amount by which the total allowable cost exceeds the target cost until minimum fee is attained.

FAR 52.216-10, INCENTIVE, paragraph (e)(1), is stated as follows:

(e) Fee Payable.

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

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

TARGET COST, TARGET FEE, MINIMUM INCENTIVE FEE, MAXIMUM INCENTIVE FEE, AND INCENTIVE ARRANGEMENT FOR CLIN 0028:

<u>CLIN 0028 – (JLENS [redacted])</u>		(b)(3)(A)(i)&Title 10 Sec 130 (a)(b)
a. Target cost:	[redacted]	(b)(4)
b. Target fee:	[redacted]	(b)(4)
c. Minimum incentive fee:	[redacted]	(b)(4)
d. Maximum incentive fee:	[redacted]	(b)(4)
e. Total target cost and target fee:	\$20,093,350	

3. SECTION F – DELIVERIES OR PERFORMANCE

The period of performance for CLIN 0025 is 21 August 2008 through 23 May 2010.

The period of performance for CLIN 0028 is 24 May 2010 through 31 December 2012.

4. SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by \$2,500,000.00 from \$1,450,218,984.52 to \$1,452,718,984.52.

SUBCLIN 002801:

Funding on SUBCLIN 002801 is initiated as follows:

ACRN: MA

CIN: 00000000000000000000000000000000

Acctg Data: 21 0 2040 5L 5L68 P172419E555L 255Y 4M0J731200 S01021 4M0J731200/04MJLE/4M5

Increase: \$2,500,000.00

Total: \$2,500,000.00

Target Cost, Target Fee, and Total for the above increase of [redacted] is distributed as follows and includes a target cost of [redacted] of cost and [redacted] facilities capital cost of money) and a target incentive fee of [redacted] which is [redacted] of target cost less facilities capital cost of money.

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

001922

Target Cost	[REDACTED]
Target Fee	[REDACTED]
Total	\$2,500,000

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

IMPLEMENTATION OF AND EXPLANATION OF THE RELATIONSHIP OF THE LIMITATION OF FUNDS (LOF) CLAUSE TO FEE OBLIGATIONS, subparagraph c., is revised to add the following:

CLIN 0028 :

	PRIOR	THIS MODIFICATION	CUMULATIVE TOTAL
(1) Amount Required for Full Funding, Including Fee:	\$ 0	\$20,093,350	\$20,093,350
(2) Amount Allotted Under the LOF Clause for Payment of Costs:	\$ [REDACTED]	[REDACTED]	[REDACTED]
(3) Amount Separately Obligated for Payment of Fee:	\$ [REDACTED]	[REDACTED]	[REDACTED]
(4) Total Amount Allotted and Obligated:	\$ 0	\$ 2,500,000	\$ 2,500,000
(5) Net Amount Required for Full Funding	\$ 0	\$17,593,350	\$17,593,350

(b)(4)

(b)(4)

5. SECTION H – SPECIAL CONTRACT REQUIREMENTS is changed as follows:

INCENTIVE FEE STRUCTURE AND PAYMENT FOR CLIN 0028 (JLENS [REDACTED]) is added as follows:

(b)(3)(A)  
(i)&Title 10 Sec 130 (a)(b)

a. General.

CLIN 0028, JLENS [REDACTED] is a cost-plus-incentive-fee (CPIF) Line Item with cost and schedule incentives as described below. The contract price amount of \$20,093,350 includes a target cost of [REDACTED] (which includes [REDACTED] cost and [REDACTED] of facilities capital cost of money) and a target incentive fee of [REDACTED] which is [REDACTED] of target cost less facilities capital cost of money.

(b)(3)(A)(i)&Title 10 Sec 130 (a)(b)

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

b. Cost Incentive.

(1) The target fee payable under CLIN 0028 is [REDACTED] of the target cost less facilities capital cost of money [REDACTED] an amount equal to [REDACTED]

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

(2) The maximum fee payable under CLIN 0028 is [REDACTED] of the target cost less facilities capital cost of money [REDACTED] an amount equal to [REDACTED]

(b)(4)

(3) The minimum fee payable under CLIN 0028 is [REDACTED] of the target cost less facilities capital cost of money [REDACTED] an amount equal to [REDACTED]

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

(4) Fee will be adjusted for actual cost that is less than or more than the target cost stated above using a share ratio [REDACTED] Government [REDACTED] contractor for actual costs less than the target cost, and a ratio of [REDACTED] Government / [REDACTED] contractor for actual costs greater than the target cost range applied according to Paragraph H-19(c)(1).

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

(5) Nothing stated in this clause shall take precedence over the clause 52.216-10 - Incentive Fee contained in this contract.

6. SECTION J - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

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The following have been modified:

<u>TITLE</u>	<u>DATE</u>	<u># OF PAGES</u>	
Contract Security Classification Specification (DD Form 254), Revision 11 (Added per Modification P00187) (DD Form 254 mailed via US Postal Service)	14 May 2009	11	
JLENS Software Source Code Specifically Negotiated License, License Number JLENS-SWLA-01 (Added per Modification P00166)	04 Sep 08	8	
<u>CLIN 0017:</u> JLENS System Development and Demonstration (SDD) Program Statement of Work (Revised by Incorporating CSDR Plans dated 20 Feb 2007 in Appendix C per Modification P00136)	30 Nov 06 - Revised 20 Feb 07	37	
JLENS System Development and Demonstration (SDD) Program Statement of Work, Revision 1 (Added per Modification P00187)	Revised 06 Apr 09	38	
JLENS System Development and Demonstration (SDD) Program Statement of Work, Revision 2 (Added per Modification P00207)	Revised 09 Mar 10	36	
	March 08	1	(b)(3)(A) (i)&Title 10 Sec 130 (a)(b)
Contract Data Requirements List (DD Form 1423) Exhibit A with Distribution List & Data Item Nos. B001 through B062 (Replace Data Item Nos. B026 and B027, only Per Modification P00136) (Replace Data Item Nos. B048 and B049, only Per Modification P00143 & to add statement in Section A of Modification P00143) (Replace Data Item No. B033 only, per Modification P00161)	01 Dec 06  Revised 05 Apr 07 Revised 24 Oct 07 Revised 11 Jul 08 1	63	
Contract Data Requirements List (DD Form 1423) Exhibit A, Data Item Nos. B001 and B014 (Added per Modification P00187)	Revised 07 May 09	2	
Contract Data Requirements List (DD Form 1423) Exhibit A, Data Item Nos. B002 through B062 (less B014 ) (Added per Modification P00187)	Revised 20 Mar 09	60	
*Added statement below to address weekends/Holidays: (In Mod P00143)	24 October 07		

\*Per a mutual agreement between Raytheon and JLENS Product Office all Contract Data Requirements List (CDRL's) (DD Form 1423) are due on the next business day after the required due date if the due date falls on

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Saturday, Sunday or a Government Holiday. In addition, for any CDRL with a requirement to resubmit within 10 days or less after receipt of comments, where Raytheon receives the comments on a Friday, the timeframe for resubmittal will begin on the next business day. Statement added in Mod P00143 on 24 Oct. 2007.

GFE/GFP/GFS List for SDD	28 Nov 06	2
Replaced with Rev. B List	15 Oct 07	6
**Add items below	Revised 22 Oct 07	
For record-keeping purposes (Per Mod P00143)		
Replaced with Revision C List (Per Modification P00183)	09 Mar 09	12
Replaced with Revision D List (Per Modification P00207)	23 Feb 10	11

\*\*Per the [REDACTED] Raytheon is authorized rent free use on a non-interference use of the equipment listed below for utilization on JLENS Fire Control Radar Prime Contract DASG60-98-C-0001 for the period from 19 April 2007 through 30 September 2011. (b)(3)(A) (i)&Title 10 Sec 130 (a)(b)

[REDACTED] (b)(3)(A)(i)&Title 10 Sec 130 (a)(b)

[REDACTED] (b)(3)(A) (i)&Title 10 Sec 130 (a)(b)

[REDACTED] (b)(3)(A) (i)&Title 10 Sec 130 (a)(b)

Hereby added in Mod P00148 for tracking purposes:

Originated in Basic Contract:

Government Furnished Equipment - Spiral 1	20 Jun 03	1 List
(Spiral 1 Equipment Transferred to Government	25 Mar 07*	34 pages
Contract DASG60-00-C-0091, DD Form 1149 (attached)	(Revised 21 Nov 07)*	34 pages

Gov't Technical POC: [REDACTED]

Ship to address: [REDACTED]

(b)(6)

[REDACTED] (b)(3)(A)(i)&Title 10 Sec 130 (a)(b)

\*NOTE: Items 1-1060 transferred to Contract DASG60-00-C-0091 per revised GFE list dated 21 Nov 07. Items 1061 - 1116 GFE items retained on Contract DASG60-98-C-0001 for Spiral 2 per GFE list dated 25 Mar 07.

JLENS Performance Specification, MIS-PRF-55628, Revision A (Added by reference per Modification P00168)	27 Jun 08	136
Annex A to the JLENS Performance Specification, MIS-PRF-55628, Revision A (Added by reference per Modification P00168)	27 Jun 08	10
JLENS SDD DD250 Plan (Added per Modification P00207)	11 Dec 09	5

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Performance Incentive Fee Criteria/Evidence  
(Added per Modification P00207)

Undated 8

CLIN 0021

JLENS Simulation Support  
SOW dated 28 January 2008

28 January 2008 2

(b)(3)(A)(i)&Title  
10 Sec 130 (a)(b)

Simulation Support Tasks  
(Added per Mod P00153)

CLINs 0025/0028

JLENS Integrated Fire Control Demonstration Program  
Statement of Work, Revision 5  
(Added per Modification P00211)

14 Sep 09 3

JLENS Integrated Fire Control Demonstration Program  
Program and Technical Clarification Description,  
incorporated herein by reference  
(Added per Modification P00211)

30 Mar 10 26

Contract Data Requirements List (DD Form 1423)  
Exhibit B, Data Items Nos. B001 through B004, with  
Data Item Descriptions  
(Added per Modification P00165)

16 Oct 07 19

Contract Data Requirements List (DD Form 1423),  
CLIN 0028, Exhibit B, Data Item Nos. B001 through B006  
(Added per Modification P00211)

16 Jun 10 6

7. The following is an update to Modification P00210 showing a summary of funding by ACRN through Modification P00211:

<u>ACRN</u>	<u>FUNDING</u>
AA	440,100.00
AB	2,298,235.00
AC	17,832,987.00
AD	0.00
AE	7,500,000.00
AF	3,300,000.00
AG	17,192,400.00
AH	700,000.00
AJ	200,000.00
AK	85,000.00
AL	45,000.00
AM	17,045,000.00
AN	5,800.00
AP	20,779,000.00
AQ	105,000.00

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AR	35,000.00
AS	0.00
AT	6,984,678.52
AU	7,970,000.00
AV	0.00
AW	100,000.00
AX	3,396,000.00
AY	550,000.00
AZ	19,412,000.00
BA	24,527,878.00
BB	146,000.00
BC	72,000.00
BD	85,000.00
BE	100,000.00
BF	100,000.00
BG	1,975,321.00
BH	38,018,908.00
BJ	8,023,110.00
BK	260,000.00
BL	0.00
BM	125,000.00
BN	103,000.00
BP	10,352,348.00
BU	350,000.00
BV	9,000.00
BW	84,896,852.00
BX	1,146,000.00
BY	3,880,000.00
BZ	190,000.00
KL	118,250.00
KM	192,793,000.00
KN	0.00
KQ	92,811.00
KR	0.00
KS	0.00
KT	386,377,998.00
KU	2,203,183.00
KV	65,000.00
KW	20,000.00
KX	60,000.00
KY	25,000.00
KZ	25,000.00
LA	13,508.00
LB	12,500.00
LC	200,000.00
LD	7,943,648.00
LE	1,173,850.00
LF	10,000.00
LG	62,000.00
LH	400,000.00

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LJ	7,476.00
LK	\$281,415,897.00
LL	\$173,798.00
LM	\$1,410,376.00
LN	\$630,061.00
LP	\$83,200.00
LQ	\$235,566.00
LR	\$125,000.00
LS	\$6,069,616.00
LT	\$530,377.00
LU	\$9,100,000.00
LV	\$1,957,265.00
LW	\$255,567.00
LX	\$68,000.00
LY	\$251,514,555.00
LZ	\$1,751,384.00
MA	\$2,800,000.00
MB	\$375,000.00
MC	\$2,283,481.00

8. The following is an update to Modification P00210 showing a summary of funding by CLIN by ACRN through Modification P00211:

<u>CLIN</u>	<u>ACRN</u>	<u>FUNDING AMT</u>	<u>CLIN TOTAL</u>
CLIN 0001	AA	440,100.00	
CLIN 0001	AD	0.00	
			<u>440,100.00</u>
CLIN 0003	AB	2,298,235.00	
CLIN 0003	AC	17,832,987.00	
CLIN 0003	AD	0.00	
CLIN 0003	AE	7,500,000.00	
CLIN 0003	AF	3,300,000.00	
CLIN 0003	AG	17,192,400.00	
CLIN 0003	AH	700,000.00	
CLIN 0003	AM	17,045,000.00	
CLIN 0003	AN	5,800.00	
CLIN 0003	AP	20,779,000.00	
CLIN 0003	AS	0.00	
CLIN 0003	AT	6,984,678.52	
CLIN 0003	AW	100,000.00	
CLIN 0003	AY	550,000.00	
			<u>94,288,100.52</u>
CLIN 0005	BA	24,527,878.00	
CLIN 0005	BB	146,000.00	
CLIN 0005	BC	72,000.00	

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CLIN 0005	BD	85,000.00	
CLIN 0005	BE	100,000.00	
CLIN 0005	BF	100,000.00	
CLIN 0005	BG	1,975,321.00	
CLIN 0005	BH	38,018,908.00	
CLIN 0005	BL	0.00	
CLIN 0005	BZ	0.00	
			<u>65,025,107.00</u>
CLIN 0007AA	BP	10,352,348.00	
			<u>10,352,348.00</u>
CLIN 0009AA	AQ	45,106.00	
CLIN 0009AA	AV	0.00	
CLIN 0009AA	BK	256,545.00	
CLIN 0009AA	BM	125,000.00	
CLIN 0009AA	BN	21,315.00	
			<u>447,966.00</u>
CLIN 0009AB	AJ	200,000.00	
CLIN 0009AB	AK	85,000.00	
CLIN 0009AB	AL	45,000.00	
CLIN 0009AB	AQ	59,894.00	
CLIN 0009AB	AR	35,000.00	
CLIN 0009AB	BK	3,455.00	
CLIN 0009AB	BN	81,685.00	
CLIN 0009AB	BU	350,000.00	
CLIN 0009AB	BV	9,000.00	
			<u>869,034.00</u>
CLIN 0013	AU	7,970,000.00	
CLIN 0013	AX	3,396,000.00	
CLIN 0013	AY	0.00	
CLIN 0013	AZ	19,412,000.00	
CLIN 0013	BJ	8,023,110.00	
			<u>38,801,110.00</u>
CLIN 0017	BW	0.00	
CLIN 0017	KM	0.00	
			<u>0.00</u>
CLIN 0017AA	BY	3,880,000.00	
CLIN 0017AA	BX	1,146,000.00	
CLIN 0017AA	BW	84,896,852.00	
CLIN 0017AA	BZ	0.00	
CLIN 0017AA	KM	192,793,000.00	
CLIN 0017AA	KN	0.00	

001929



CLIN 0021AA	KW	0.00	<u>0.00</u>
			<u>0.00</u>
CLIN 0021AB	KV	0.00	
CLIN 0021AB	LB	0.00	
CLIN 0021AB	KX	0.00	
CLIN 0021AB	KY	0.00	
			<u>0.00</u>
CLIN 0021AC	KZ	0.00	
CLIN 0021AC	LA	0.00	
			<u>0.00</u>
CLIN 0022	KW	0.00	
			<u>0.00</u>
CLIN 0023	KX	60,000.00	
CLIN 0023	KY	25,000.00	
CLIN 0023	KV	65,000.00	
CLIN 0023	LB	12,500.00	
CLIN 0023	LF	10,000.00	
CLIN 0023	LR	\$125,000.00	
			<u>297,500.00</u>
CLIN 0024	LA	13,508.00	
CLIN 0024	LG	62,000.00	
CLIN 0024	KZ	25,000.00	
CLIN 0024	KW	20,000.00	
CLIN 0024	LP	83,200.00	
			<u>203,708.00</u>
CLIN 0025	LE	1,173,850.00	
CLIN 0025	LM	1,410,376.00	
CLIN 0025	MA	300,000.00	
			<u>2,884,226.00</u>
CLIN 0026	LN	630,061.00	
			<u>630,061.00</u>
CLIN 0027	LZ	1,751,384.00	
			<u>1,751,384.00</u>
CLIN 0028	MA	2,500,000.00	
			<u>2,500,000.00</u>

001931

(End of Summary of Changes)

001932

**JOINT LAND ATTACK CRUISE MISSILE DEFENSE  
ELEVATED NETTED SENSOR SYSTEM (JLENS)**



**JLENS Integrated Fire Control  
Demonstration Program**

**Revision 5  
STATEMENT OF WORK  
14 January 2008  
Revised 14 September 2009**

**Contract DASG60-98-C-0001  
Contract Line Item Number 0025/0028**

**DISTRIBUTION STATEMENT F** - Further dissemination only as directed by JLENS Project Office, ATTN: SFAE-AMD-JLN, P.O. Box 1500, Huntsville, AL 35807-3801.

**WARNING** - This document contains technical data whose export is restricted by the Arms Export Control Act (Title 22, U.S.C., Sec 2751 et seq.) or the Export Administration Act of 1979, as amended, Title 50, U.S.C., app 2401 et seq. Violation of these export laws are subject to severe criminal penalties. Disseminate in accordance with provisions of DOD Directive 5230.25.

**DESTRUCTION NOTICE** - For classified documents, follow the procedures in DOD 5200.22-M, National Industrial Security Program Operating Manual (NISPOM), Chapter 5, Section 7, or DOD 5200.1-R, Information Security Program Regulation, Chapter IX. For unclassified, limited documents, destroy by any method that will prevent disclosure of contents or reconstruction of the document.

001933

ENCLOSURE 1

## SOW JLENS / Integrated Fire Control Demonstration

### 1.1 Objectives

The objective of this effort is to demonstrate that JLENS can be integrated into [REDACTED] (b)(3)(A)  
[REDACTED] (i)&Title 10 Sec  
130 (a)(b)

methods of conducting [REDACTED] All work related to  
Navy Standard Missile (SM) engagements shall be in support of an [REDACTED] in lieu of previously  
approved [REDACTED] (b)(3)(A)  
(i)&Title 10 Sec  
130 (a)(b)

### 1.2 Scope

This Statement of Work (SOW) defines the requirements to meet the objectives.

#### 1.2.1 Demonstration Program Planning and Execution

In an effort to develop the [REDACTED] a collaborative Systems Engineering (b)(3)(A)(i)&Title 10  
Sec 130 (a)(b)

Integration and Test (SEI&T) team has been established between Government and related  
industry partners. The contractor shall participate as a SEI&T industry partner and work to  
implement JLENS integration into the anticipated [REDACTED] capability without cost or (b)(3)(A)(i)&Title 10  
Sec 130 (a)(b)

schedule impact to the existing JLENS SDD program.

Through participation in the SEI&T, the contractor shall plan, staff, analyze and  
implement the JLENS participation in the IFC demonstration. The contractor shall provide  
manpower and expertise to support planning, system integration, and model and simulation  
development, and to support an integrated demonstration in the FY2011/2012 timeframe.

All software developed or modified to support the [REDACTED] shall be in (b)(3)(A)(i)&Title  
10 Sec 130 (a)(b)

accordance with the Government approved JLENS SDD program Software Development Plans  
(SDP). All requirements generated to support [REDACTED] shall be captured in  
supporting documentation and traceable to the JLENS SDD program system specification, MIS-  
PRF 55628. All new and modified software shall undergo software qualification testing (SQT)  
and follow formal release process to support JLENS integration into anticipated [REDACTED] (b)(3)(A)  
[REDACTED]. The contractor shall deliver all executable software, source files, build and make files (i)&Title 10 Sec  
130 (a)(b)

and software support information in accordance with DI-MCCR-80700. (CDRL B023)

The contractor shall be responsible for communication of the demonstration events and  
activities across internal contractor corporate boundaries.

The contractor shall develop the demonstration concepts with supporting analysis for  
approval by the government. The concepts shall be presented to the JLENS Product Office in  
conjunction with the first scheduled program review no later than (NLT) 180 days after contract  
award (B004). Status updates will be presented at subsequent scheduled Quarterly Technical  
Reviews (B004). The data package shall contain cost, schedule and performance information for

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**SOW JLENS / Integrated Fire Control Demonstration**

each concept. The contractor shall develop a demonstration plan (CDRL B001) based on the approved concept. Execution of the demo shall be in accordance with the Demonstration Program Technical Clarification Description.

**1.2.2 Future** [REDACTED]

Through continued participation with the [REDACTED] the contractor shall support planning and risk reduction for [REDACTED] events scheduled for the [REDACTED]

(b)(3)(A)  
(i)&Title 10  
Sec 130 (a)(b)

**1.3 Technical Interchange Meetings and Reports**

The contractor shall support SEI&T meetings, quarterly Technical Interchange Meetings and [REDACTED] program reviews to provide technical and program progress towards meeting the objective. The contractor shall provide a program update at the JLENS Orbit CDR.

(b)(3)(A)  
(i)&Title 10 Sec  
130 (a)(b)

The contractor shall provide a post-demonstration report (CDRL B001) in contractor format. This report shall include the identification of key interface requirements between JLENS and the [REDACTED]

(b)(3)(A)  
(i)&Title 10  
Sec 130 (a)(b)

**1.4 Schedule**

Completion of the demonstration program shall occur NLT the 31 Dec 2012.

**1.5 Administrative Requirements**

The contractor shall provide monthly cost reports (segregated from SDD) (CDRL B002 and B003) in the same format as the JLENS SDD contract.

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**CONTRACT DATA REQUIREMENTS LIST (1 Data Item)**

Form Approved OMB No. 0704-0188

Public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden, estimate or any other aspect of this collection of information including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DO NOT RETURN your form to either of these addresses. Send completed form to the Government Issuing Contracting Officer for the Contract/PR NO listed in Block E.

<b>A. CLIN</b>	<b>B. Exhibit</b>	<b>C. Category</b>
28	A	<input checked="" type="checkbox"/> TDP <input type="checkbox"/> TM <input checked="" type="checkbox"/> Other

<b>D. System/Item</b>	<b>E. Contract/PR No</b>	<b>F. Contractor</b>
[REDACTED]	DASG60-98-C-0001	Raytheon

<b>1. SEQNO</b>	<b>2. Title of Data Item</b>	<b>3. Subtitle</b>
B001	Technical Report - Study/Services	Demonstration Plan

<b>4. Authority (DID)</b>	<b>Rev</b>	<b>5. Contract Reference</b>	<b>8. Requiring Office</b>
DI-MISC-80508	B	SOW para 3.1.4	SFAE-MSLS-CMDS-SE

<b>7. DD250 Req.</b>	<b>9. Dist.</b>	<b>10. Frequency</b>	<b>12. First Sub. Date</b>	<b>14. Distribution</b>							
LT	F	ASREQ	See Blk 16	<table border="1"> <tr> <td rowspan="2">a. Addressee</td> <td colspan="3">b. Copies</td> </tr> <tr> <td>Draft</td> <td>Reg</td> <td>Final</td> </tr> </table>	a. Addressee	b. Copies			Draft	Reg	Final
a. Addressee	b. Copies										
	Draft	Reg	Final								
<b>8. APP Code</b>		<b>11. AOD</b>	<b>13. Subseq Sub. Date</b>								
N/A		N/A	See Blk 16								

<b>16. Remarks</b>  Block 9: <del>Distribution F; Further dissemination only as directed by JLENS Product Office, ATTN: SFAE-MSLS-CMDS-PE-CM, Bldg 5308, Redstone Arsenal, AL 35898-5000, 24 March 2000.</del>  Block 12 & 13: Demonstration Plan due 90 days after Government approval of demonstration concept.  Reports shall be submitted electronically. Electronic data transmission shall be in XML transfer file format which is compatible with winsight.  Block 14: Electronic delivery of this data item IAW the SOW. Notify JLENS Product Office Data Management OPR at [REDACTED] and [REDACTED] when deliverable is sent. Letter of transmittal must be signed electronically. The data item shall be delivered in one or more of the MS Office or PDF format.	SFAE-MSLS-CMDS-PT-CM	0	1	0
	<b>15. Total</b>		0	1

<b>G. Prepared By</b>	<b>H. Date</b>	<b>I. Approved By</b>	<b>J. Date</b>
[REDACTED]	06/15/10	[REDACTED]	6/16/10

<b>K. Price Group</b>	<b>18. Estimated Total Price</b>

001936

(b) 3)(A)  
(i) Title 10  
Sec 130 (a)(b)

(b)(6)

(b)(6)

**CONTRACT DATA REQUIREMENTS LIST (1 Data Item)**

Form Approved OMB No. 0704-0188

Public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DO NOT RETURN your form to either of these addresses. Send completed form to the Government Issuing Contracting Officer for the Contract/PR NO listed in Block E.

<b>A. CLIN</b>		<b>B. Exhibit</b>		<b>C. Category</b>				
28		A		<input checked="" type="checkbox"/> TDP <input checked="" type="checkbox"/> TM <input checked="" type="checkbox"/> Other				
<b>D. System/Item</b>			<b>E. Contract/PR No</b>		<b>F. Contractor</b>			
[REDACTED]			DASG60-98-C-0001		Raytheon			
<b>1. SEQNO</b>	<b>2. Title of Data Item</b>			<b>3. Subtitle</b>				
B002	Funds Manhour Expenditure Report (FMER)			FMER				
<b>A. Authority (DID)</b>		<b>Rev</b>	<b>5. Contract Reference</b>			<b>6. Requiring Office</b>		
DI-FNCL-80331		A	SOW para 3.5			SFAE-MSLS-CMDS-BMD		
<b>7. DD250 Req.</b>	<b>9. Dist.</b>	<b>10. Frequency</b>		<b>12. First Sub. Date</b>		<b>14. Distribution</b>		
LT		Monthly		See Blk 16		<b>a. Addressee</b> SFAE-MSLS-CMDS-PT-CM		
<b>8. APP Code</b>	F	<b>11. AOD</b>		<b>13. Subseq Sub. Date</b>				<b>b. Copies</b>
N/A		N/A		See Blk 16		Draft      Final Reg      Repr		
<b>16. Remarks</b>								
Block 9: Distribution F; Further dissemination only as directed by JLENS Product Office, ATTN: SFAE-MSLS-CMDS-PE-CM, Bldg 5308, Redstone Arsenal, AL 35898-5000, 24 March 2000.								
Block 12: 20 calendar days after close of accounting month after contract award.								
Block 13: 20 calendar days after close of accounting month.								
Contractor format is acceptable. The contractor shall submit FMER in electronic format compatible with Microsoft Office.								
Block 14: Electronic delivery of this data item IAW the SOW. Notify JLENS Product Office Data Management OPR at [REDACTED] and [REDACTED] when deliverable is sent. Letter of transmittal must be signed electronically. The data item shall be delivered in one or more of the MS Office or PDF format.								
<b>15. Total</b>						0	1	0
<b>G. Proposed By</b>		<b>H. Date</b>		<b>I. Approved By</b>		<b>J. Date</b>		
[REDACTED]		06/15/10		[REDACTED]		6/16/10		
<b>17. Price Group</b>		<b>18. Estimated Total Price</b>						

(b)(3)(A)  
(i)&Title  
10 Sec  
130 (a)(b)

(b)(6)

(b)(6)

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CONTRACT DATA REQUIREMENTS LIST (1 Data Item)				Form Approved OMB No. 0704-0188				
Public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden, estimate or any other aspect of this collection of information including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DO NOT RETURN your form to either of these addresses. Send completed form to the Government issuing Contracting Officer for the Contract/PR NO listed in Block E.								
A. CLIN		B. Exhibit		C. Category				
28		A		<input checked="" type="checkbox"/> TDP <input type="checkbox"/> TM <input checked="" type="checkbox"/> Other				
D. System/Item				E. Contract/PR No		F. Contractor		
[REDACTED]				DASG60-98-C-0001		Raytheon		
1. SEQNO		2. Title of Data Item			3. Subtitle			
B003		Contract Funds Status Report (FMER)			CFSR			
4. Authority (DID)		Rev		5. Contract Reference		8. Requiring Office		
DI-MGMT-81468				SOW para 3.5		SFAE-MSLS-CMDS-BMD		
7. DD250 Req.		9. Dist.	10. Frequency	12. First Sub. Date		14. Distribution		
LT		F	Monthly	See Blk 16		b. Copies		
8. APP Code			11. AOD	13. Subseq Sub. Date		Final		
N/A			N/A	See Blk 16		Draft		
16. Remarks						Reg		
						Repro		
<p>Block 9: <del>Distribution F; Further dissemination only as directed by JLENS Product Office, ATTN: SFAE-MSLS-CMDS-PE-CM, Bldg 5308, Redstone Arsenal, AL 35898-5000, 24 March 2000.</del></p> <p>Block 12: 20 calendar days after close of accounting month after contract award.</p> <p>Block 13: 20 calendar days after close of accounting month.</p> <p>Columns 2 - 10 of Blocks 12, 13 and 14 shall be headed to show a 6-month "rolling window" followed by remaining projections by FY. "Rolling window" is defined as a projection for each of the next 6 months from the reported date. This shall be followed by a projection for remaining months by FY. Reporting shall be at Level 1.</p> <p>Reports shall be submitted electronically. Electronic data transmission shall be in XML transfer file format which is compatible with winsight.</p> <p>Block 14: Electronic delivery of this data item IAW the SOW. Notify JLENS Product Office Data Management OPR at [REDACTED] and [REDACTED] when deliverable is sent. Letter of transmittal must be signed electronically. The data item shall be delivered in one or more of the MS Office or PDF format.</p>				SFAE-MSLS-CMDS-PT-CM		0	1	0
				15. Total		0	1	0
G. [REDACTED]		H. Date		I. Approved By		J. Date		
[REDACTED]		08/15/10		[REDACTED]		6/16/10		
K. Price Group		L. Estimated Total Price		Page No. 3 Of Page No. 6				
[REDACTED]		[REDACTED]						

(b)(3)(A)  
(i)&Title  
10 Sec  
130 (a)(b)

(b)(6)

(b)(6)

001938



**CONTRACT DATA REQUIREMENTS LIST (1 Data Item)**

Form Approved OMB No. 0704-0188

Public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden, estimate or any other aspect of this collection of information including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DO NOT RETURN your form to either of these addresses. Send completed form to the Government Issuing Contracting Officer for the Contract/PR NO listed in Block E.

<b>A. CLIN</b>	<b>B. Exhibit</b>	<b>C. Category</b>
28	A	<input checked="" type="checkbox"/> TDP <input checked="" type="checkbox"/> TM <input checked="" type="checkbox"/> Other

<b>D. System/Item</b>	<b>E. Contract/PR No</b>	<b>F. Contractor</b>
[REDACTED]	DASG60-98-C-0001	Raytheon

<b>1. SEQNO</b>	<b>2. Title of Data Item</b>	<b>3. Subtitle</b>
B005	Technical Report - Study/Services	Post-Demonstration Report

<b>4. Authority (DID)</b>	<b>Rev</b>	<b>5. Contract Reference</b>	<b>6. Requiring Office</b>
DI-MISC-80508		SOW para 3.3	SFAE-MSLS-CMDS-SE

<b>7. DD250 Req.</b>	<b>8. APP Code</b>	<b>9. Dist.</b>	<b>10. Frequency</b>	<b>11. AOD</b>	<b>12. First Sub. Date</b>	<b>13. Subseq Sub. Date</b>	<b>14. Distribution</b>			
LT	N/A	F	ASREQ	N/A	See Blk 16	See Blk 16	a. Addressee	b. Copies		
								Draft	Final	

<b>16. Remarks</b>  Block 9: Distribution F; Further dissemination only as directed by JLENS Product Office, ATTN: SFAE MSLS CMDS PE CM, Bldg 5308, Redstone Arsenal, AL 35898-5000, 24 March 2000.  Block 12 & 13: Post-Demonstration Report due 30 days after completion of demonstration program.  Reports shall be submitted electronically. Electronic data transmission shall be in XML transfer file format which is compatible with winsight.  Block 14: Electronic delivery of this data item IAW the SOW. Notify JLENS Product Office Data Management OPR at [REDACTED] when deliverable is sent. Letter of transmittal must be signed electronically. The data item shall be delivered in one or more of the MS Office or PDF format.	SFAE-MSLS-CMDS-PT-CM			0	1	0	
	<b>15. Total</b>				0	1	0

<b>G. Prepared By</b>	<b>H. Date</b>	<b>I. Approved By</b>	<b>J. Date</b>
[REDACTED]	06/15/10	[REDACTED]	6/16/10

<b>K. Price Group</b>	<b>18. Estimated Total Price</b>

(b)(3)(A)  
(i)&Title  
10 Sec  
130 (a)(b)

(b)(6)

(b)(6)

001940



AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE V	PAGE OF PAGES 1   8	
2. AMENDMENT/MODIFICATION NO. J212		3. EFFECTIVE DATE 18-Jun-2010		4. REQUISITION/PURCHASE REQ. NO.	
5. PROJECT NO. (If applicable)		6. ISSUED BY USASMDG/ARSTRAT MONTVILLE AL 36007-3601 (b)(6)		7. ADMINISTERED BY (If other than item 6) DCMA RAYTHEON 80 APPLE HILL DRIVE M/S T2FR2 TEWASBURY MA 01878	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) RAYTHEON COMPANY 350 LOWELL ST. ANDOVER MA 01810-4400		9A. AMENDMENT OF SOLICITATION NO.		9B. DATED (SEE ITEM 11)	
CODE 05716		FACILITY CODE		X 10A. MOD. OF CONTRACT/ORDER NO. DASG60-98-C-0001	
				X 10B. DATED (SEE ITEM 13) 30-Jan-1998	
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended.					
Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).					
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:					
X D. OTHER (Specify type of modification and authority) UNILATERAL: FAR 52.232-22, "Limitation of Funds"					
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: [REDACTED] To increase incremental funding for SubCLIN0017AA in the amount of 6,110,000. (b)(6)					
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.					
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)		
[REDACTED]			[REDACTED] (b)(6)		
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA	
[REDACTED]		[REDACTED]		[REDACTED]	
(Signature of person authorized to sign)				(Signature of Contracting Officer)	
				18-Jun-2010	

001942

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

**SUMMARY OF CHANGES**

**I. SECTION G - CONTRACT ADMINISTRATION DATA**

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by \$6,110,000.00 from \$1,452,718,984.52 to \$1,458,828,984.52.

SUBCLIN 0017AA:

LK: 21 9 2040 5L 5L68 P172419E555L 255Y 4M9J730000 S01021 4M9J730000/94MJLE/4M5 was increased by \$110,000.00 from \$281,415,897.00 to \$281,525,897.00

LY: 21 0 2040 5L 5L68 P172419E555L 255Y 4M0J730000 S01021 4M0J730000/04MJLE/4M5 was increased by \$6,000,000.00 from \$251,514,555.00 to \$257,514,555.00

Target Cost, Target Fee, and Total for the above increase of \$6,110,000 is distributed as follows and includes a increase in target cost of [REDACTED] of cost and [REDACTED] of facilities capital cost of money) and a increase in target incentive fee of \$ [REDACTED] which is [REDACTED] of target cost less facilities capital cost of money.

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

Target Cost	[REDACTED]
Target Fee	[REDACTED]
Total	\$6,110,000

IMPLEMENTATION OF AND EXPLANATION OF THE RELATIONSHIP OF THE LIMITATION OF FUNDS (LOF) CLAUSE TO FEE OBLIGATIONS, subparagraph c., is revised to read as follows:

SUBCLIN 0017AA :

	<u>PRIOR</u>	<u>THIS MODIFICATION</u>	<u>CUMULATIVE TOTAL*</u>
(1) Amount Required for Full Funding, Including Fee:	\$1,576,582,545	\$283,515	\$ 1,576,866,060
(2) Amount Allotted Under the LOF Clause for Payment of Costs:	[REDACTED]	[REDACTED]	[REDACTED] (b)(4)
(3) Amount Separately Obligated for Payment of Fee:	[REDACTED]	[REDACTED]	[REDACTED] (b)(4)
(4) Total Amount Allotted and Obligated:	\$ 1,233,545,834	\$6,110,000	\$1,239,655,834
(5) Net Amount Required for Full Funding	\$ 343,320,226	( \$6,110,000)	\$ 337,210,226

\* These figures take into consideration the negotiated total value of SubCLIN 0017AA (This does not include SubCLIN 17AH)

2. The following is an update to Modification P00211 showing a summary of funding by ACRN through Modification P00212:

<u>ACRN</u>	<u>FUNDING</u>
AA	440,100.00

001943

AB	2,298,235.00
AC	17,832,987.00
AD	0.00
AE	7,500,000.00
AF	3,300,000.00
AG	17,192,400.00
AH	700,000.00
AJ	200,000.00
AK	85,000.00
AL	45,000.00
AM	17,045,000.00
AN	5,800.00
AP	20,779,000.00
AQ	105,000.00
AR	35,000.00
AS	0.00
AT	6,984,678.52
AU	7,970,000.00
AV	0.00
AW	100,000.00
AX	3,396,000.00
AY	550,000.00
AZ	19,412,000.00
BA	24,527,878.00
BB	146,000.00
BC	72,000.00
BD	85,000.00
BE	100,000.00
BF	100,000.00
BG	1,975,321.00
BH	38,018,908.00
BJ	8,023,110.00
BK	260,000.00
BL	0.00
BM	125,000.00
BN	103,000.00
BP	10,352,348.00
BU	350,000.00
BV	9,000.00
BW	84,896,852.00
BX	1,146,000.00
BY	3,880,000.00
BZ	190,000.00
KL	118,250.00
KM	192,793,000.00
KN	0.00
KQ	92,811.00
KR	0.00
KS	0.00
KT	386,377,998.00

001944

KU	2,203,183.00
KV	65,000.00
KW	20,000.00
KX	60,000.00
KY	25,000.00
KZ	25,000.00
LA	13,508.00
LB	12,500.00
LC	200,000.00
LD	7,943,648.00
LE	1,173,850.00
LF	10,000.00
LG	62,000.00
LH	400,000.00
LJ	7,476.00
<b>LK</b>	<b>\$281,525,897.00</b>
LL	\$173,798.00
LM	\$1,410,376.00
LN	\$630,061.00
LP	\$83,200.00
LQ	\$235,566.00
LR	\$125,000.00
LS	\$6,069,616.00
LT	\$530,377.00
LU	\$9,100,000.00
LV	\$1,957,265.00
LW	\$255,567.00
LX	\$68,000.00
<b>LY</b>	<b>\$257,514,555.00</b>
LZ	\$1,751,384.00
MA	\$2,800,000.00
MB	\$375,000.00
MC	\$2,283,481.00

3. The following is an update to Modification P00211 showing a summary of funding by CLIN by ACRN through Modification P00212:

<u>CLIN</u>	<u>ACRN</u>	<u>FUNDING AMT</u>	<u>CLIN TOTAL</u>
CLIN 0001	AA	440,100.00	
CLIN 0001	AD	0.00	
			440,100.00
CLIN 0003	AB	2,298,235.00	
CLIN 0003	AC	17,832,987.00	
CLIN 0003	AD	0.00	
CLIN 0003	AE	7,500,000.00	
CLIN 0003	AF	3,300,000.00	
CLIN 0003	AG	17,192,400.00	

001945

CLIN 0003	AH	700,000.00
CLIN 0003	AM	17,045,000.00
CLIN 0003	AN	5,800.00
CLIN 0003	AP	20,779,000.00
CLIN 0003	AS	0.00
CLIN 0003	AT	6,984,678.52
CLIN 0003	AW	100,000.00
CLIN 0003	AY	550,000.00
		<u>94,288,100.52</u>
CLIN 0005	BA	24,527,878.00
CLIN 0005	BB	146,000.00
CLIN 0005	BC	72,000.00
CLIN 0005	BD	85,000.00
CLIN 0005	BE	100,000.00
CLIN 0005	BF	100,000.00
CLIN 0005	BG	1,975,321.00
CLIN 0005	BH	38,018,908.00
CLIN 0005	BL	0.00
CLIN 0005	BZ	0.00
		<u>65,025,107.00</u>
CLIN 0007AA	BP	10,352,348.00
		<u>10,352,348.00</u>
CLIN 0009AA	AQ	45,106.00
CLIN 0009AA	AV	0.00
CLIN 0009AA	BK	256,545.00
CLIN 0009AA	BM	125,000.00
CLIN 0009AA	BN	21,315.00
		<u>447,966.00</u>
CLIN 0009AB	AJ	200,000.00
CLIN 0009AB	AK	85,000.00
CLIN 0009AB	AL	45,000.00
CLIN 0009AB	AQ	59,894.00
CLIN 0009AB	AR	35,000.00
CLIN 0009AB	BK	3,455.00
CLIN 0009AB	BN	81,685.00
CLIN 0009AB	BU	350,000.00
CLIN 0009AB	BV	9,000.00
		<u>869,034.00</u>
CLIN 0013	AU	7,970,000.00
CLIN 0013	AX	3,396,000.00
CLIN 0013	AY	0.00
CLIN 0013	AZ	19,412,000.00

001946

CLIN 0013	BJ	8,023,110.00	<u>38,801,110.00</u>
CLIN 0017	BW	0.00	
CLIN 0017	KM	0.00	<u>0.00</u>
CLIN 0017AA	BY	3,880,000.00	
CLIN 0017AA	BX	1,146,000.00	
CLIN 0017AA	BW	84,896,852.00	
CLIN 0017AA	BZ	0.00	
CLIN 0017AA	KM	192,793,000.00	
CLIN 0017AA	KN	0.00	
CLIN 0017AA	KQ	66,151.00	
CLIN 0017AA	KS	0.00	
CLIN 0017AA	KT	386,204,200.00	
CLIN 0017AA	KU	2,203,183.00	
CLIN 0017AA	KY	0.00	
CLIN 0017AA	LC	200,000.00	
CLIN 0017AA	LD	7,943,648.00	
CLIN 0017AA	LE	0.00	
CLIN 0017AA	LH	400,000.00	
CLIN 0017AA	LJ	7,476.00	
<b>CLIN 0017AA</b>	<b>LK</b>	<b>281,525,897.00</b>	
CLIN 0017AA	LQ	235,566.00	
CLIN 0017AA	LS	6,069,616.00	
CLIN 0017AA	LT	530,377.00	
CLIN 0017AA	LU	\$9,100,000.00	
CLIN 0017AA	LV	\$1,957,265.00	<u>                    </u>
CLIN 0017AA	LW	\$255,567.00	<u>                    </u>
CLIN 0017AA	LX	\$68,000.00	<u>                    </u>
<b>CLIN 0017AA</b>	<b>LY</b>	<b>\$257,514,555.00</b>	<u>                    </u>
CLIN 0017AA	MB	\$375,000.00	<u>                    </u>
CLIN 0017AA	MC	\$2,283,481.00	<u>                    </u>
			<u><b>1,239,655,834.00</b></u>
CLIN 0017AB	KL	118,250.00	<u>118,250.00</u>
CLIN 0017AC	BZ	190,000.00	<u>190,000.00</u>
CLIN 0017AD	KN	0.00	
CLIN 0017AD	KS	0.00	

001947

			<u>0.00</u>
CLIN 0017AE	LL	173,798.00	173,798.00
CLIN 0017AH	KT	173,798.00	<u>173,798.00</u>
CLIN 0020AA	KN	0.00	
CLIN 0020AA	KQ	26,660.00	<u>26,660.00</u>
CLIN 0021AA	KW	0.00	<u>0.00</u>
CLIN 0021AB	KV	0.00	
CLIN 0021AB	LB	0.00	
CLIN 0021AB	KX	0.00	
CLIN 0021AB	KY	0.00	<u>0.00</u>
CLIN 0021AC	KZ	0.00	
CLIN 0021AC	LA	0.00	<u>0.00</u>
CLIN 0022	KW	0.00	<u>0.00</u>
CLIN 0023	KX	60,000.00	
CLIN 0023	KY	25,000.00	
CLIN 0023	KV	65,000.00	
CLIN 0023	LB	12,500.00	
CLIN 0023	LF	10,000.00	
CLIN 0023	LR	\$125,000.00	<u>297,500.00</u>
CLIN 0024	LA	13,508.00	
CLIN 0024	LG	62,000.00	
CLIN 0024	KZ	25,000.00	
CLIN 0024	KW	20,000.00	
CLIN 0024	LP	83,200.00	<u>203,708.00</u>
CLIN 0025	LE	1,173,850.00	
CLIN 0025	LM	1,410,376.00	
CLIN 0025	MA	300,000.00	

001948

			<u>2,884,226.00</u>
CLIN 0026	LN	630,061.00	<u>630,061.00</u>
CLIN 0027	LZ	1,751,384.00	<u>1,751,384.00</u>
CLIN 0028	MA	2,500,000.00	<u>2,500,000.00</u>

(End of Summary of Changes)

001949

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES	
			V	1	2
2. AMENDMENT/MODIFICATION NO. <b>P00213</b>	3. EFFECTIVE DATE <b>15 JUL 10</b>	4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If applicable)	
6. ISSUED BY [REDACTED] (b)(6)	CODE <b>WB113M</b>	7. ADMINISTERED BY (If other than Item 6) DCMA RAYTHEON 80 APPLE HILL DRIVE M8 T2F22 TEWKSURY MA 01876		CODE <b>S2205A</b>	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) RAYTHEON COMPANY 250 LOWELL ST. ANDOVER MA 01910-4400			9A. AMENDMENT OF SOLICITATION NO.		
			9B. DATED (SEE ITEM 11)		
			X 10A. MOD. OF CONTRACT/ORDER NO. <b>DASG50-98-C-0001</b>		
			X 10B. DATED (SEE ITEM 13) <b>30-Jan-1998</b>		
CODE <b>05716</b>		FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended. <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted, or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided such telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA (If required)					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).					
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: <b>FAR 43.103(a)(3), Mutual Agreement</b>					
D. OTHER (Specify type of modification and authority)					
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: [REDACTED] (b)(6) To revise the language in Block 14 of Modification P00157 from "The \$7,943,848 includes the purchase of three (3) additional years of hardware maintenance." to the following: "The \$7,943,848 includes the purchase of a three (3) year extended warranty. This revision clarifies that at the time of underfiring requirements development contractor proposal submission, follow-on negotiations and execution of the original contract modification that the United States Government, prime contractor and cognizant subcontractor understood and agreed that Modification P00157 was executed in order to procure an extended warranty and not an annual maintenance agreement. The parties agree that throughout the modification process that the terms "maintenance" and "warranty" were (and are) synonymous with each other and were/are understood to mean "extended warranty"."					
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remain unchanged and in full force and effect.					
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)		
[REDACTED]			[REDACTED] (b)(6)		
15B. [REDACTED]		15C. DATE SIGNED <b>15 JUL 2010</b>		15D. DATE SIGNED <b>15 Jul 10</b>	
[REDACTED]		(Signature of Contracting Officer)		[REDACTED]	

EXCEPT TO SF 30  
APPROVED BY OIRM 11-84

30-105-04

STANDARD FORM 30 (Rev. 10-83)  
Prescribed by GSA  
FAR (48 CFR) 53.243

001950

**SECTION SF 30 BLOCK 14 CONTINUATION PAGE**

**SUMMARY OF CHANGES**

**(End of Summary of Changes)**

001951

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE	PAGE OF PAGES	
				V	1	8
2. AMENDMENT/MODIFICATION NO. 2214	3. EFFECTIVE DATE 28-Jul-2010	4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If applicable)		
ISSUED BY [REDACTED] TRAT HUNTSVILLE AL 35894	CODE W9113M	7. ADMINISTERED BY (If other than item 6) DCMA RAYTHEON 50 APPLE HILL DRIVE M/S Y2FR2 TEWKSBURY MA 01876		CODE	S2205A	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) RAYTHEON COMPANY 300 LOWELL ST. ANDOVER MA 01810-4400				9A. AMENDMENT OF SOLICITATION NO.		
				9B. DATED (SEE ITEM 11)		
				X 10A. MOD. OF CONTRACT/ORDER NO. DASG60-98-C-0001		
				X 10B. DATED (SEE ITEM 13) 30-Jan-1998		
CODE 05716		FACILITY CODE				
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS						
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended.						
Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.						
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule						
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.						
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.						
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).						
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:						
X D. OTHER (Specify type of modification and authority) UNILATERAL: FAR 52.232-22, "Limitation of Funds"						
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.						
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: [REDACTED] To increase incremental funding for SUBCLIN0017AA in the amount of 4,050,000 and for CLIN 0028 in the amount of \$182,442. (b)(6)						
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.						
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)		
[REDACTED]				[REDACTED] (b)(6)		
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA		16C. DATE SIGNED
[REDACTED] (Signature of person authorized to sign)		[REDACTED]		[REDACTED] (Signature of Contracting Officer)		28-Jul-2010 (b)(6)
EXCEPTION TO SF 30						

30-105-04  
001952

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

1. SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by \$4,232,442.00 from \$1,458,828,984.52 to \$1,463,061,426.52.

SUBCLIN 0017AA:

LK: 21 9 2040 5L 5L68 P172419E555L 255Y 4M9J730000 S01021 4M9J730000/94MJLE/4M5 was increased by \$50,000.00 from \$281,525,897.00 to \$281,575,897.00

LY: 21 0 2040 5L 5L68 P172419E555L 255Y 4M0J730000 S01021 4M0J730000/04MJLE/4M5 was increased by \$4,000,000.00 from \$257,514,555.00 to \$261,514,555.00

Target Cost, Target Fee, and Total for the above increase of \$4,050,000 is distributed as follows and includes a increase in target cost of [redacted] (\$ [redacted] of cost and [redacted] facilities capital cost of money) and a increase in target incentive fee of [redacted] which is [redacted] of target cost less facilities capital cost of money.

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

Target Cost	[redacted]
Target Fee	[redacted]
Total	\$4,050,000

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

SUBCLIN 002801:

MA: 21 0 2040 5L 5L68 P172419E555L 255Y 4M0J731200 S01021 4M0J731200/04MJLE/4M5 (CIN 00000000000000000000000000000000) was increased by \$182,442.00 from \$2,500,000.00 to \$2,682,442.00

Target Cost, Target Fee, and Total for the above increase of [redacted] distributed as follows and includes a target cost of [redacted] (\$ [redacted] of cost and [redacted] facilities capital cost of money) and a target incentive fee of [redacted] which is [redacted] of target cost less facilities capital cost of money.

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

Target Cost	[redacted]
Target Fee	[redacted]
Total	\$182,442

(b)(4)

IMPLEMENTATION OF AND EXPLANATION OF THE RELATIONSHIP OF THE LIMITATION OF FUNDS (LOF) CLAUSE TO FEE OBLIGATIONS, subparagraph c., is revised to read as follows:

SUBCLIN 0017AA :

	PRIOR	THIS MODIFICATION	CUMULATIVE TOTAL*
(1) Amount Required for Full Funding, Including Fee:	\$1,576,866,060	\$ 0	\$ 1,576,866,060
(2) Amount Allotted Under the LOF Clause			

001953

for Payment of Costs:	[REDACTED]	[REDACTED]	[REDACTED]	(b)(4)
(3) Amount Separately Obligated for Payment of Fee:	[REDACTED]	[REDACTED]	[REDACTED]	(b)(4)
(4) Total Amount Allotted and Obligated:	\$ 1,239,655,834	\$4,050,000	\$1,243,705,834	
(5) Net Amount Required for Full Funding	\$ 337,210,226	(\$4,050,000)	\$ 333,160,226	

\* These figures take into consideration the negotiated total value of SubCLIN 0017AA (This does not include SubCLIN 17AH)

IMPLEMENTATION OF AND EXPLANATION OF THE RELATIONSHIP OF THE LIMITATION OF FUNDS (LOF) CLAUSE TO FEE OBLIGATIONS, subparagraph c., is revised to add the following:

CLIN 0028 :	<u>PRIOR</u>	<u>THIS MODIFICATION</u>	<u>CUMULATIVE TOTAL</u>	
(1) Amount Required for Full Funding, Including Fee:	\$20,093,350	\$ 0	\$20,093,350	
(2) Amount Allotted Under the LOF Clause for Payment of Costs:	[REDACTED]	[REDACTED]	[REDACTED]	(b)(4)
(3) Amount Separately Obligated for Payment of Fee:	[REDACTED]	[REDACTED]	[REDACTED]	(b)(4)
(4) Total Amount Allotted and Obligated:	\$ 2,500,000	\$ 182,442	\$ 2,682,442	
(5) Net Amount Required for Full Funding	\$17,593,350	(\$ 182,442)	\$17,410,908	

2. The following is an update to Modification P00212 showing a summary of funding by ACRN through Modification P00214:

<u>ACRN</u>	<u>FUNDING</u>
AA	440,100.00
AB	2,298,235.00
AC	17,832,987.00
AD	0.00
AE	7,500,000.00
AF	3,300,000.00
AG	17,192,400.00
AH	700,000.00
AJ	200,000.00
AK	85,000.00
AL	45,000.00
AM	17,045,000.00
AN	5,800.00
AP	20,779,000.00
AQ	105,000.00
AR	35,000.00
AS	0.00
AT	6,984,678.52
AU	7,970,000.00
AV	0.00
AW	100,000.00
AX	3,396,000.00

001954

AY	550,000.00
AZ	19,412,000.00
BA	24,527,878.00
BB	146,000.00
BC	72,000.00
BD	85,000.00
BE	100,000.00
BF	100,000.00
BG	1,975,321.00
BH	38,018,908.00
BJ	8,023,110.00
BK	260,000.00
BL	0.00
BM	125,000.00
BN	103,000.00
BP	10,352,348.00
BU	350,000.00
BV	9,000.00
BW	84,896,852.00
BX	1,146,000.00
BY	3,880,000.00
BZ	190,000.00
KL	118,250.00
KM	192,793,000.00
KN	0.00
KQ	92,811.00
KR	0.00
KS	0.00
KT	386,377,998.00
KU	2,203,183.00
KV	65,000.00
KW	20,000.00
KX	60,000.00
KY	25,000.00
KZ	25,000.00
LA	13,508.00
LB	12,500.00
LC	200,000.00
LD	7,943,648.00
LE	1,173,850.00
LF	10,000.00
LG	62,000.00
LH	400,000.00
LJ	7,476.00
LK	\$281,575,897.00
LL	\$173,798.00
LM	\$1,410,376.00
LN	\$630,061.00
LP	\$83,200.00
LQ	\$235,566.00

001955

LR	\$125,000.00
LS	\$6,069,616.00
LT	\$530,377.00
LU	\$9,100,000.00
LV	\$1,957,265.00
LW	\$255,567.00
LX	\$68,000.00
<b>LY</b>	<b>\$261,514,555.00</b>
LZ	\$1,751,384.00
MA	\$2,800,000.00
MB	\$375,000.00
MC	\$2,283,481.00

3. The following is an update to Modification P00212 showing a summary of funding by CLIN by ACRN through Modification P00214:

<u>CLIN</u>	<u>ACRN</u>	<u>FUNDING AMT</u>	<u>CLIN TOTAL</u>
CLIN 0001	AA	440,100.00	
CLIN 0001	AD	0.00	
			440,100.00
CLIN 0003	AB	2,298,235.00	
CLIN 0003	AC	17,832,987.00	
CLIN 0003	AD	0.00	
CLIN 0003	AE	7,500,000.00	
CLIN 0003	AF	3,300,000.00	
CLIN 0003	AG	17,192,400.00	
CLIN 0003	AH	700,000.00	
CLIN 0003	AM	17,045,000.00	
CLIN 0003	AN	5,800.00	
CLIN 0003	AP	20,779,000.00	
CLIN 0003	AS	0.00	
CLIN 0003	AT	6,984,678.52	
CLIN 0003	AW	100,000.00	
CLIN 0003	AY	550,000.00	
			94,288,100.52
CLIN 0005	BA	24,527,878.00	
CLIN 0005	BB	146,000.00	
CLIN 0005	BC	72,000.00	
CLIN 0005	BD	85,000.00	
CLIN 0005	BE	100,000.00	
CLIN 0005	BF	100,000.00	
CLIN 0005	BG	1,975,321.00	
CLIN 0005	BH	38,018,908.00	
CLIN 0005	BL	0.00	
CLIN 0005	BZ	0.00	

001956

		<u>65,025,107.00</u>
CLIN 0007AA	BP	10,352,348.00
		<u>10,352,348.00</u>
CLIN 0009AA	AQ	45,106.00
CLIN 0009AA	AV	0.00
CLIN 0009AA	BK	256,545.00
CLIN 0009AA	BM	125,000.00
CLIN 0009AA	BN	21,315.00
		<u>447,966.00</u>
CLIN 0009AB	AJ	200,000.00
CLIN 0009AB	AK	85,000.00
CLIN 0009AB	AL	45,000.00
CLIN 0009AB	AQ	59,894.00
CLIN 0009AB	AR	35,000.00
CLIN 0009AB	BK	3,455.00
CLIN 0009AB	BN	81,685.00
CLIN 0009AB	BU	350,000.00
CLIN 0009AB	BV	9,000.00
		<u>869,034.00</u>
CLIN 0013	AU	7,970,000.00
CLIN 0013	AX	3,396,000.00
CLIN 0013	AY	0.00
CLIN 0013	AZ	19,412,000.00
CLIN 0013	BJ	8,023,110.00
		<u>38,801,110.00</u>
CLIN 0017	BW	0.00
CLIN 0017	KM	0.00
		<u>0.00</u>
CLIN 0017AA	BY	3,880,000.00
CLIN 0017AA	BX	1,146,000.00
CLIN 0017AA	BW	84,896,852.00
CLIN 0017AA	BZ	0.00
CLIN 0017AA	KM	192,793,000.00
CLIN 0017AA	KN	0.00
CLIN 0017AA	KQ	66,151.00
CLIN 0017AA	KS	0.00
CLIN 0017AA	KT	386,204,200.00
CLIN 0017AA	KU	2,203,183.00
CLIN 0017AA	KY	0.00
CLIN 0017AA	LC	200,000.00
CLIN 0017AA	LD	7,943,648.00

001957

CLIN 0017AA	LE	0.00	
CLIN 0017AA	LH	400,000.00	
CLIN 0017AA	LJ	7,476.00	
<b>CLIN 0017AA</b>	<b>LK</b>	<b>281,575,897.00</b>	
CLIN 0017AA	LQ	235,566.00	
CLIN 0017AA	LS	6,069,616.00	
CLIN 0017AA	LT	530,377.00	
CLIN 0017AA	LU	\$9,100,000.00	
CLIN 0017AA	LV	\$1,957,265.00	<hr/>
CLIN 0017AA	LW	\$255,567.00	<hr/>
CLIN 0017AA	LX	\$68,000.00	<hr/>
<b>CLIN 0017AA</b>	<b>LY</b>	<b>\$261,514,555.00</b>	<hr/>
CLIN 0017AA	MB	\$375,000.00	<hr/>
CLIN 0017AA	MC	\$2,283,481.00	<hr/>
			<b><u>1,243,705,834.00</u></b>
			<hr/>
			<hr/>
CLIN 0017AB	KL	118,250.00	<hr/>
			<b><u>118,250.00</u></b>
			<hr/>
CLIN 0017AC	BZ	190,000.00	<hr/>
			<b><u>190,000.00</u></b>
			<hr/>
CLIN 0017AD	KN	0.00	
CLIN 0017AD	KS	0.00	<hr/>
			<b><u>0.00</u></b>
			<hr/>
CLIN 0017AE	LL	173,798.00	
			<b><u>173,798.00</u></b>
			<hr/>
CLIN 0017AH	KT	173,798.00	<hr/>
			<b><u>173,798.00</u></b>
			<hr/>
CLIN 0020AA	KN	0.00	
CLIN 0020AA	KQ	26,660.00	<hr/>
			<b><u>26,660.00</u></b>
			<hr/>
CLIN 0021AA	KW	0.00	<hr/>
			<b><u>0.00</u></b>
			<hr/>
CLIN 0021AB	KV	0.00	
CLIN 0021AB	LB	0.00	
CLIN 0021AB	KX	0.00	

001958

CLIN 0021AB	KY	0.00	<u>0.00</u>
			<u>0.00</u>
CLIN 0021AC	KZ	0.00	
CLIN 0021AC	LA	0.00	
			<u>0.00</u>
CLIN 0022	KW	0.00	
			<u>0.00</u>
CLIN 0023	KX	60,000.00	
CLIN 0023	KY	25,000.00	
CLIN 0023	KV	65,000.00	
CLIN 0023	LB	12,500.00	
CLIN 0023	LF	10,000.00	
CLIN 0023	LR	\$125,000.00	
			<u>297,500.00</u>
CLIN 0024	LA	13,508.00	
CLIN 0024	LG	62,000.00	
CLIN 0024	KZ	25,000.00	
CLIN 0024	KW	20,000.00	
CLIN 0024	LP	83,200.00	
			<u>203,708.00</u>
CLIN 0025	LE	1,173,850.00	
CLIN 0025	LM	1,410,376.00	
CLIN 0025	MA	300,000.00	
			<u>2,884,226.00</u>
CLIN 0026	LN	630,061.00	
			<u>630,061.00</u>
CLIN 0027	LZ	1,751,384.00	
			<u>1,751,384.00</u>
CLIN 0028	MA	2,682,442.00	
			<u>2,682,442.00</u>

(End of Summary of Changes)

001959

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

I. CONTRACT ID CODE: **V** PAGE OF PAGES: **1** | **7**

2. AMENDMENT/MODIFICATION NO. **P00215** 3. EFFECTIVE DATE **13 AUG 10** 4. REQUISITION/PURCHASE REQ. NO. 5. PROJECT NO (If applicable)

6. ISSUED BY CODE **W0113M** 7. ADMINISTERED BY (If other than item 6) CODE **S2206A**  
 [Redacted] (b)(6)  
 DCMA/RAYTHEON  
 50 APPLE HILL DRIVE  
 M/S T2FR2  
 TRUMBULL MA 01462

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)  
**RAYTHEON COMPANY**  
**350 LOWELL ST.**  
**ANDOVER MA 01810-4400**

9A. AMENDMENT OF SOLICITATION NO.  
 9B. DATED (SEE ITEM 11)  
 10A. MOD. OF CONTRACT/ORDER NO. **DA S220-98-C-0001**  
 10B. DATED (SEE ITEM 13) **30-Jan-1998**

CODE **05716** FACILITY CODE

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of offer  is extended,  is not extended.  
 Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:  
 (a) By completing items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted;  
 or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)  
**See Schedule**

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.  
 B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).  
 C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: **FAR 52.232-22, "Limitation of Funds"**  
 D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor  is not,  is required to sign this document and return **1** copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
 Modification Control Number: [Redacted]  
 To decrease Fiscal Year (FY) 05 incremental funding for CLIN 0007AA in the amount of \$163,059.50 and to decrease FY05 incremental funding for CLIN 0013 in the amount of \$124,275.21.

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

15A. NAME AND TITLE OF SIGNER (Type or print)  
 [Redacted]

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)  
 [Redacted]

15B. [Redacted] 15C. DATE SIGNED **12 AUG 2010** 16B. [Redacted] STATES OF AMERICA 16C. DATE SIGNED **13 Aug 10**

Signature of person authorized to sign (Signature of Contracting Officer)

**001960**

## SECTION SF 30 BLOCK 14 CONTINUATION PAGE

**SUMMARY OF CHANGES**

## 1. SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was decreased by \$277,334.71 from \$1,463,061,426.52 to \$1,462,784,091.81.

SUBCLIN 0007AA:

BP: 215 2040 5Q 5Q17 P172419E55 255Y ER5D731000 S01021 was decreased by \$153,059.50 from \$10,352,348.00 to \$10,199,288.50

CLIN 0013:

BJ: 215 2040 5Q 5Q17 P172419E55 255Y ER5D730100 S01021 ER5D730100/54KJLE/4K0000 was decreased by \$124,275.21 from \$8,023,110.00 to \$7,898,834.79

2. The following is an update to Modification P00214 showing a summary of funding by ACRN through Modification P00215:

<u>ACRN</u>	<u>FUNDING</u>
AA	440,100.00
AB	2,298,235.00
AC	17,832,987.00
AD	0.00
AE	7,500,000.00
AF	3,300,000.00
AG	17,192,400.00
AH	700,000.00
AJ	200,000.00
AK	85,000.00
AL	45,000.00
AM	17,045,000.00
AN	5,800.00
AP	20,779,000.00
AQ	105,000.00
AR	35,000.00
AS	0.00
AT	6,984,678.52
AU	7,970,000.00
AV	0.00
AW	100,000.00
AX	3,396,000.00
AY	550,000.00

001961

AZ	19,412,000.00
BA	24,527,878.00
BB	146,000.00
BC	72,000.00
BD	85,000.00
BE	100,000.00
BF	100,000.00
BG	1,975,321.00
BH	38,018,908.00
<b>BJ</b>	<b>7,898,834.79</b>
BK	260,000.00
BL	0.00
BM	125,000.00
BN	103,000.00
<b>BP</b>	<b>10,199,288.50</b>
BU	350,000.00
BV	9,000.00
BW	84,896,852.00
BX	1,146,000.00
BY	3,880,000.00
BZ	190,000.00
KL	118,250.00
KM	192,793,000.00
KN	0.00
KQ	92,811.00
KR	0.00
KS	0.00
KT	386,377,998.00
KU	2,203,183.00
KV	65,000.00
KW	20,000.00
KX	60,000.00
KY	25,000.00
KZ	25,000.00
LA	13,508.00
LB	12,500.00
LC	200,000.00
LD	7,943,648.00
LE	1,173,850.00
LF	10,000.00
LG	62,000.00
LH	400,000.00
LJ	7,476.00
LK	\$281,575,897.00
LL	\$173,798.00
LM	\$1,410,376.00
LN	\$630,061.00
LP	\$83,200.00
LQ	\$235,566.00
LR	\$125,000.00

001962

LS	\$6,069,616.00
LT	\$530,377.00
LU	\$9,100,000.00
LV	\$1,957,265.00
LW	\$255,567.00
LX	\$68,000.00
LY	\$261,514,555.00
LZ	\$1,751,384.00
MA	\$2,800,000.00
MB	\$375,000.00
MC	\$2,283,481.00

3. The following is an update to Modification P00214 showing a summary of funding by CLIN by ACRN through Modification P00215:

<u>CLIN</u>	<u>ACRN</u>	<u>FUNDING AMT</u>	<u>CLIN TOTAL</u>
CLIN 0001	AA	440,100.00	
CLIN 0001	AD	0.00	
			<u>440,100.00</u>
CLIN 0003	AB	2,298,235.00	
CLIN 0003	AC	17,832,987.00	
CLIN 0003	AD	0.00	
CLIN 0003	AE	7,500,000.00	
CLIN 0003	AF	3,300,000.00	
CLIN 0003	AG	17,192,400.00	
CLIN 0003	AH	700,000.00	
CLIN 0003	AM	17,045,000.00	
CLIN 0003	AN	5,800.00	
CLIN 0003	AP	20,779,000.00	
CLIN 0003	AS	0.00	
CLIN 0003	AT	6,984,678.52	
CLIN 0003	AW	100,000.00	
CLIN 0003	AY	550,000.00	
			<u>94,288,100.52</u>
CLIN 0005	BA	24,527,878.00	
CLIN 0005	BB	146,000.00	
CLIN 0005	BC	72,000.00	
CLIN 0005	BD	85,000.00	
CLIN 0005	BE	100,000.00	
CLIN 0005	BF	100,000.00	
CLIN 0005	BG	1,975,321.00	
CLIN 0005	BH	38,018,908.00	
CLIN 0005	BL	0.00	
CLIN 0005	BZ	0.00	
			<u>65,025,107.00</u>

001963

<b>CLIN 0007AA</b>	<b>BP</b>	<b>10,199,288.50</b>	
			<u><b>10,199,288.50</b></u>
CLIN 0009AA	AQ	45,106.00	
CLIN 0009AA	AV	0.00	
CLIN 0009AA	BK	256,545.00	
CLIN 0009AA	BM	125,000.00	
CLIN 0009AA	BN	21,315.00	
			<u><b>447,966.00</b></u>
CLIN 0009AB	AJ	200,000.00	
CLIN 0009AB	AK	85,000.00	
CLIN 0009AB	AL	45,000.00	
CLIN 0009AB	AQ	59,894.00	
CLIN 0009AB	AR	35,000.00	
CLIN 0009AB	BK	3,455.00	
CLIN 0009AB	BN	81,685.00	
CLIN 0009AB	BU	350,000.00	
CLIN 0009AB	BV	9,000.00	
			<u><b>869,034.00</b></u>
CLIN 0013	AU	7,970,000.00	
CLIN 0013	AX	3,396,000.00	
CLIN 0013	AY	0.00	
CLIN 0013	AZ	19,412,000.00	
<b>CLIN 0013</b>	<b>BJ</b>	<b>7,898,834.79</b>	
			<u><b>38,676,834.79</b></u>
CLIN 0017	BW	0.00	
CLIN 0017	KM	0.00	
			<u><b>0.00</b></u>
CLIN 0017AA	BY	3,880,000.00	
CLIN 0017AA	BX	1,146,000.00	
CLIN 0017AA	BW	84,896,852.00	
CLIN 0017AA	BZ	0.00	
CLIN 0017AA	KM	192,793,000.00	
CLIN 0017AA	KN	0.00	
CLIN 0017AA	KQ	66,151.00	
CLIN 0017AA	KS	0.00	
CLIN 0017AA	KT	386,204,200.00	
CLIN 0017AA	KU	2,203,183.00	
CLIN 0017AA	KY	0.00	
CLIN 0017AA	LC	200,000.00	
CLIN 0017AA	LD	7,943,648.00	
CLIN 0017AA	LE	0.00	

001964

CLIN 0017AA	LH	400,000.00	
CLIN 0017AA	LJ	7,476.00	
CLIN 0017AA	LK	281,575,897.00	
CLIN 0017AA	LQ	235,566.00	
CLIN 0017AA	LS	6,069,616.00	
CLIN 0017AA	LT	530,377.00	
CLIN 0017AA	LU	\$9,100,000.00	
CLIN 0017AA	LV	\$1,957,265.00	
CLIN 0017AA	LW	\$255,567.00	
CLIN 0017AA	LX	\$68,000.00	
CLIN 0017AA	LY	\$261,514,555.00	
CLIN 0017AA	MB	\$375,000.00	
CLIN 0017AA	MC	\$2,283,481.00	
			<u>1,243,705,834.00</u>
CLIN 0017AB	KL	118,250.00	
			<u>118,250.00</u>
CLIN 0017AC	BZ	190,000.00	
			<u>190,000.00</u>
CLIN 0017AD	KN	0.00	
CLIN 0017AD	KS	0.00	
			<u>0.00</u>
CLIN 0017AE	LL	173,798.00	
			<u>173,798.00</u>
CLIN 0017AH	KT	173,798.00	
			<u>173,798.00</u>
CLIN 0020AA	KN	0.00	
CLIN 0020AA	KQ	26,660.00	
			<u>26,660.00</u>
CLIN 0021AA	KW	0.00	
			<u>0.00</u>
CLIN 0021AB	KV	0.00	
CLIN 0021AB	LB	0.00	
CLIN 0021AB	KX	0.00	
CLIN 0021AB	KY	0.00	

001965

			<u>0.00</u>
CLIN 0021AC	KZ	0.00	
CLIN 0021AC	LA	0.00	
			<u>0.00</u>
CLIN 0022	KW	0.00	
			<u>0.00</u>
CLIN 0023	KX	60,000.00	
CLIN 0023	KY	25,000.00	
CLIN 0023	KV	65,000.00	
CLIN 0023	LB	12,500.00	
CLIN 0023	LF	10,000.00	
CLIN 0023	LR	\$125,000.00	
			<u>297,500.00</u>
CLIN 0024	LA	13,508.00	
CLIN 0024	LG	62,000.00	
CLIN 0024	KZ	25,000.00	
CLIN 0024	KW	20,000.00	
CLIN 0024	LP	83,200.00	
			<u>203,708.00</u>
CLIN 0025	LE	1,173,850.00	
CLIN 0025	LM	1,410,376.00	
CLIN 0025	MA	300,000.00	
			<u>2,884,226.00</u>
CLIN 0026	LN	630,061.00	
			<u>630,061.00</u>
CLIN 0027	LZ	1,751,384.00	
			<u>1,751,384.00</u>
CLIN 0028	MA	2,682,442.00	
			<u>2,682,442.00</u>

(End of Summary of Changes)

001966

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE V	PAGE OF PAGES 1   16
2. AMENDMENT/MODIFICATION NO <b>P00211e</b>	3. EFFECTIVE DATE <b>25 AUG 10</b>	4. REQUISITION PURCHASE REQ. NO.		5. PROJECT NO (If applicable)
6. ISSUED BY USAS/DC/STRAT [REDACTED] MONTSVILLE, MD	CODE <b>W9113M</b>	7. ADMINISTERED BY (If other than item 6) DCMA RAYTHEON 80 APPLE HILL DRIVE M8 T2FR2 TOWNSBURY MA 01469		CODE <b>S2205A</b>
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) RAYTHEON COMPANY 350 LOWELL ST ANDOVER MA 01910-4400			9A. AMENDMENT OF SOLICITATION NO	
			9B. DATED (SEE ITEM 11)	
			X 10A. MOD. OF CONTRACT/ORDER NO. <b>DASG00-68-C-0001</b>	
			X 10B. DATED (SEE ITEM 13) <b>30-Jan-1998</b>	
CODE <b>05716</b>	FACILITY CODE			
<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>				
<input type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of offers <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended.				
<p>Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:</p> <p>(a) By completing items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each (telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified</p>				
12. ACCOUNTING AND APPROPRIATION DATA (If required) <b>See Schedule</b>				
<b>13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.</b>				
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.				
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).				
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.232-22, "Limitation of Funds" and Mutual Agreement				
D. OTHER (Specify type of modification and authority)				
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.				
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible) Modification Control Number: [REDACTED] To make applicable adjustments to CLIN 0025 and CLIN 0028 of the contract as a result of negotiation and settlement of supplemental agreement modification P00211. Funds in the amount of \$829,972 previously obligated to CLIN 0025 are transferred to CLIN 0028 for costs related to effort transferred from CLIN 0025 to CLIN 0028. No additional funds are provided at this time.				
Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.				
15A. NAME AND TITLE OF SIGNER (Type or print) [REDACTED]			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) [REDACTED] (b)(6)	
15B. DATE SIGNED [REDACTED]			16B. DATE SIGNED <b>25 Aug 10</b>	
15C. DATE SIGNED <b>19 AUG 2010</b>			16C. DATE SIGNED <b>25 Aug 10</b>	
[REDACTED]			(Signature of Contracting Officer)	

EXCEPTION TO SF 30  
APPROVED BY OIRM 11-84

30-105-04

STANDARD FORM 30 (Rev. 10-83)  
Prescribed by GSA  
FAR (48 CFR) 53.243

001967

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

1. SECTION A - SOLICITATION/CONTRACT FORM

The total cost of this contract was decreased by \$7,118,467.00 from \$1,821,732,974.00 to \$1,814,614,507.00.

2. SECTION B - SUPPLIES OR SERVICES AND PRICES

CLIN 0025

The target cost has decreased by \$[redacted] from [redacted] to [redacted]  
The target profit/fee has decreased by [redacted] from [redacted] to [redacted]  
The total cost of this line item has decreased by \$4,464,125.00 from \$6,718,379.00 to \$2,254,254.00.

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

This includes a decrease in target cost of [redacted] consisting of a decrease in cost of [redacted] and a decrease in facilities capital cost of money of [redacted] and a decrease in target fee of [redacted] which is [redacted] of target cost less facilities capital cost of money.

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

CLIN 0028

The target cost has decreased by [redacted] from [redacted] to [redacted]  
The target profit/fee has decreased by [redacted] from [redacted] to [redacted]  
The total cost of this line item has decreased by \$2,654,342.00 from \$20,093,350.00 to \$17,439,008.00.

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

This includes a decrease in target cost of [redacted] consisting of a decrease in cost of [redacted] and a decrease in facilities capital cost of money of [redacted] and a decrease in target fee of [redacted] which is [redacted] of target cost less facilities capital cost of money.

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

SUBCLIN 002802 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
002802	Funding for CLIN 0028 CPIF FOB: Destination				
				TARGET COST	[redacted] (b)(4)
				TARGET FEE	[redacted] (b)(4)
				TOTAL TGT COST + FEE	\$329,972.00
	ACRN LM CIN: 00000000000000000000000000000000				\$329,972.00

The following Section B clauses are hereby revised:

INCENTIVE FEE FOR CLIN 0025:

001968

In accordance with FAR 52.216-7, entitled "Allowable Cost and Payments", and FAR 52.216-10, entitled "Incentive Fee", the total amount for reimbursement of cost and fee for performance under CLIN 0025 are set forth below:

Target Cost	[REDACTED]	(b)(4)
Target Fee	[REDACTED]	(b)(4)
Incentive Arrangement: Maximum Fee:	[REDACTED]	(b)(4)
Minimum Fee:	[REDACTED]	(b)(4)
(Share Ratio: Government/Contractor)		(b)(4)

Underrun: [REDACTED] the amount by which the total allowable cost is less than the target cost until maximum fee is attained. (b)(4)

Overrun: [REDACTED] for the amount by which the total allowable cost exceeds the target cost until minimum fee is attained. (b)(4)

FAR 52.216-10, INCENTIVE, paragraph (e)(1), is stated as follows:

(e) Fee Payable.

(1) The fee payable under this contract shall be the target fee increased by [REDACTED] for every dollar that the total allowable cost is less than the target cost or decreased by [REDACTED] for every dollar that the total allowable cost exceeds the target cost. In no event shall the fee be greater than [REDACTED] percent or less than [REDACTED] percent of the target cost. (b)(4)

TARGET COST, TARGET FEE, MINIMUM INCENTIVE FEE, MAXIMUM INCENTIVE FEE, AND INCENTIVE ARRANGEMENT FOR CLIN 0025:

CLIN 0025 - (JLENS Integrated Fire Control Demonstration Program)

a. Target cost:	[REDACTED]	(b)(4)
b. Target fee:	[REDACTED]	(b)(4)
c. Minimum incentive fee:	[REDACTED]	(b)(4)
d. Maximum incentive fee:	[REDACTED]	(b)(4)
e. Total target cost and target fee:	\$2,254,254	

INCENTIVE FEE FOR CLIN 0028 ([REDACTED]):

(b)(3)(A)(i)&Title  
10 Sec 130 (a)(b)

In accordance with FAR 52.216-7, entitled "Allowable Cost and Payments", and FAR 52.216-10, entitled "Incentive Fee", the total amount for reimbursement of cost and fee for performance under CLIN 0028 are set forth below:

Target Cost	[REDACTED]	(b)(4)
Target Fee	[REDACTED]	(b)(4)
Incentive Arrangement: Maximum Fee:	[REDACTED]	(b)(4)
Minimum Fee:	[REDACTED]	(b)(4)
(Share Ratio: Government/Contractor)		(b)(4)

001969

Underrun: [redacted] for the amount by which the total allowable cost is less than the target cost until maximum fee is attained.

(b)(4)

Overrun: [redacted] the amount by which the total allowable cost exceeds the target cost until minimum fee is attained.

(b)(4)

FAR 52.216-10, INCENTIVE, paragraph (e)(1), is stated as follows:

(e) Fee Payable.

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

(b)(4)

(b)(4)

(b)(4)

TARGET COST, TARGET FEE, MINIMUM INCENTIVE FEE, MAXIMUM INCENTIVE FEE, AND INCENTIVE ARRANGEMENT FOR CLIN 0028:

CLIN 0028 - [redacted]

(b)(3)(A)(i)&Title 10  
Sec 130 (a)(b)

- a. Target cost: [redacted]
- b. Target fee: [redacted]
- c. Minimum incentive fee: [redacted]
- d. Maximum incentive fee: [redacted]
- e. Total target cost and target fee: \$17,439,008

(b)(4)

(b)(4)

(b)(4)

(b)(4)

(b)(4)

3. SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

SUBCLIN 002502:

LM: 21 9 2040 5L 5L68 P172419E555L 255Y 4M9J730200 S01021 4M9J730200/94MJLE/4M5 (CIN 00000000000000000000000000000000) was decreased by \$329,972.00 from \$1,410,376.00 to \$1,080,404.00

SUBCLIN 002503:

MA: 21 0 2040 5L 5L68 P172419E555L 255Y 4M0J731200 S01021 4M0J731200/04MJLE/4M5 (CIN 00000000000000000000000000000000) was decreased by \$300,000.00 from \$300,000.00 to \$0.00

SUBCLIN 002801:

MA: 21 0 2040 5L 5L68 P172419E555L 255Y 4M0J731200 S01021 4M0J731200/04MJLE/4M5 (CIN 00000000000000000000000000000000) was increased by \$300,000.00 from \$2,682,442.00 to \$2,982,442.00

SUBCLIN 002802:

Funding on SUBCLIN 002802 is initiated as follows:

001970

ACRN: LM

CIN: 00000000000000000000000000000000

Acctng Data: 21 9 2040 5L 5L68 P172419E555L 255Y 4M9J730200 S01021 4M9J730200/94MJLE/4M5

Increase: \$329,972.00

Total: \$329,972.00

**IMPLEMENTATION OF AND EXPLANATION OF THE RELATIONSHIP OF THE LIMITATION OF FUNDS (LOF) CLAUSE TO FEE OBLIGATIONS, is revised as follows:**

SUBCLIN 0025 :

	<u>PRIOR</u>	<u>THIS MODIFICATION</u>	<u>CUMULATIVE TOTAL</u>	
(1) Amount Required for Full Funding, Including Fee:	\$6,718,379	(\$4,464,125)	\$2,254,254	
(2) Amount Allotted Under the LOF Clause for Payment of Costs:	██████████	██████████	██████████	(b)(4)
(3) Amount Separately Obligated for Payment of Fee:	██████████	██████████	██████████	(b)(4)
(4) Total Amount Allotted and Obligated:	\$2,884,226	(\$629,972)	\$2,254,254	
(5) Net Amount Required for Full Funding	\$3,834,153	(\$3,834,153)	\$ 0	

CLIN 0028 :

	<u>PRIOR</u>	<u>THIS MODIFICATION</u>	<u>CUMULATIVE TOTAL</u>	
(1) Amount Required for Full Funding, Including Fee:	\$20,093,350	(\$2,654,342)	\$17,439,008	
(2) Amount Allotted Under the LOF Clause for Payment of Costs:	██████████	██████████	██████████	(b)(4)
(3) Amount Separately Obligated for Payment of Fee:	██████████	██████████	██████████	(b)(4)
(4) Total Amount Allotted and Obligated:	\$ 2,682,442	\$ 629,972	\$ 3,312,414	
(5) Net Amount Required for Full Funding	\$17,410,908	(\$3,284,314)	\$14,126,594	

4. SECTION H – SPECIAL CONTRACT REQUIREMENTS is changed as follows:

001971

INCENTIVE FEE STRUCTURE AND PAYMENT FOR CLIN 0025, JLENS INTEGRATED FIRE CONTROL DEMONSTRATION PROGRAM, is revised as follows:

a. General.

CLIN 0025, JLENS Integrated Fire Control Demonstration Program, is a cost-plus-incentive-fee (CPIF) line item with cost incentives as described below. The contract price amount of \$2,254,254 includes a target cost of [redacted] (which includes [redacted] of cost and [redacted] of facilities capital cost of money) and a target incentive fee of [redacted] which is [redacted] target cost less facilities capital cost of money.

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

b. Cost Incentive.

(1) The target fee payable under CLIN 0025 is [redacted] of the target cost less facilities capital cost of money [redacted] an amount equal to [redacted]

(b)(1)  
(b)(1)

(2) The maximum fee payable under CLIN 0025 is [redacted] of the target cost less facilities capital cost of money [redacted] an amount equal to [redacted]

(b)(1)  
(b)(1)

(3) The minimum fee payable under CLIN 0025 is [redacted] of the target cost less facilities capital cost of money [redacted] an amount equal to [redacted] (b)(4)

(b)(1)  
(b)(1)

(4) Fee will be adjusted for actual cost that is less than or more than the target cost stated above using a share ratio [redacted] Government [redacted] Contractor for actual costs less than the target cost, and a ratio of [redacted] Government / [redacted] Contractor for actual costs greater than the target cost.

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

(5) Nothing stated in this clause shall take precedence over the clause 52.216-10, Incentive Fee, contained in this contract.

INCENTIVE FEE STRUCTURE AND PAYMENT FOR CLIN 0028 (JLENS [redacted]) is revised as follows:

(b)(3)(A)  
(i)&Title 10  
Sec 130 (a)(b)

a. General.

CLIN 0028, JLENS [redacted] is a cost-plus-incentive-fee (CPIF) Line Item with cost and schedule incentives as described below. The contract price amount of \$17,439,008 includes a target cost of [redacted] (which includes [redacted] of cost and [redacted] facilities capital cost of money) and a target incentive fee of [redacted] which is [redacted] target cost less facilities capital cost of money.

(b)(3)(A)  
(i)&Title 10  
Sec 130 (a)(b)  
(b)(4)  
(b)(4)

b. Cost Incentive.

(1) The target fee payable under CLIN 0028 is [redacted] of the target cost less facilities capital cost of money [redacted] an amount equal to [redacted]

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

(2) The maximum fee payable under CLIN 0028 is [redacted] of the target cost less facilities capital cost of money [redacted] an amount equal to [redacted]

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

(3) The minimum fee payable under CLIN 0028 is [redacted] of the target cost less facilities capital cost of money [redacted] an amount equal to [redacted]

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

(4) Fee will be adjusted for actual cost that is less than or more than the target cost stated above using a share ratio [redacted] Government [redacted] Contractor for actual costs less than the target cost, and a ratio of [redacted] Government / [redacted] Contractor for actual costs greater than the target cost range applied according to Paragraph H-19(c)(1).

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

001972

(5) Nothing stated in this clause shall take precedence over the clause 52.216-10 - Incentive Fee contained in this contract.

5. The following is an update to Modification P00215 showing a summary of funding by ACRN through Modification P00216:

<u>ACRN</u>	<u>FUNDING</u>
AA	440,100.00
AB	2,298,235.00
AC	17,832,987.00
AD	0.00
AE	7,500,000.00
AF	3,300,000.00
AG	17,192,400.00
AH	700,000.00
AJ	200,000.00
AK	85,000.00
AL	45,000.00
AM	17,045,000.00
AN	5,800.00
AP	20,779,000.00
AQ	105,000.00
AR	35,000.00
AS	0.00
AT	6,984,678.52
AU	7,970,000.00
AV	0.00
AW	100,000.00
AX	3,396,000.00

001973

AY	550,000.00
AZ	19,412,000.00
BA	24,527,878.00
BB	146,000.00
BC	72,000.00
BD	85,000.00
BE	100,000.00
BF	100,000.00
BG	1,975,321.00
BH	38,018,908.00
BJ	7,898,834.79
BK	260,000.00
BL	0.00
BM	125,000.00
BN	103,000.00
BP	10,199,288.50
BU	350,000.00
BV	9,000.00
BW	84,896,852.00
BX	1,146,000.00
BY	3,880,000.00
BZ	190,000.00
KL	118,250.00
KM	192,793,000.00
KN	0.00
KQ	92,811.00
KR	0.00

001974

KS	0.00
KT	386,377,998.00
KU	2,203,183.00
KV	65,000.00
KW	20,000.00
KX	60,000.00
KY	25,000.00
KZ	25,000.00
LA	13,508.00
LB	12,500.00
LC	200,000.00
LD	7,943,648.00
LE	1,173,850.00
LF	10,000.00
LG	62,000.00
LH	400,000.00
LJ	7,476.00
LK	\$281,575,897.00
LL	\$173,798.00
LM	\$1,410,376.00
LN	\$630,061.00
LP	\$83,200.00
LQ	\$235,566.00
LR	\$125,000.00
LS	\$6,069,616.00
LT	\$530,377.00
LU	\$9,100,000.00

001975

LV	\$1,957,265.00
LW	\$255,567.00
LX	\$68,000.00
LY	\$261,514,555.00
LZ	\$1,751,384.00
MA	\$2,982,442.00
MB	\$375,000.00
MC	\$2,283,481.00

6. The following is an update to Modification P00215 showing a summary of funding by CLIN by ACRN through Modification P00216:

<u>CLIN</u>	<u>ACRN</u>	<u>FUNDING AMT</u>	<u>CLIN TOTAL</u>
CLIN 0001	AA	440,100.00	
CLIN 0001	AD	0.00	
			440,100.00
CLIN 0003	AB	2,298,235.00	
CLIN 0003	AC	17,832,987.00	
CLIN 0003	AD	0.00	
CLIN 0003	AE	7,500,000.00	
CLIN 0003	AF	3,300,000.00	
CLIN 0003	AG	17,192,400.00	
CLIN 0003	AH	700,000.00	
CLIN 0003	AM	17,045,000.00	
CLIN 0003	AN	5,800.00	
CLIN 0003	AP	20,779,000.00	

001976

CLIN 0003	AS	0.00
CLIN 0003	AT	6,984,678.52
CLIN 0003	AW	100,000.00
CLIN 0003	AY	550,000.00
		<u>94,288,100.52</u>
CLIN 0005	BA	24,527,878.00
CLIN 0005	BB	146,000.00
CLIN 0005	BC	72,000.00
CLIN 0005	BD	85,000.00
CLIN 0005	BE	100,000.00
CLIN 0005	BF	100,000.00
CLIN 0005	BG	1,975,321.00
CLIN 0005	BH	38,018,908.00
CLIN 0005	BL	0.00
CLIN 0005	BZ	0.00
		<u>65,025,107.00</u>
CLIN 0007AA	BP	10,199,288.50
		<u>10,199,288.50</u>
CLIN 0009AA	AQ	45,106.00
CLIN 0009AA	AV	0.00
CLIN 0009AA	BK	256,545.00
CLIN 0009AA	BM	125,000.00
CLIN 0009AA	BN	21,315.00

001977

		<u>447,966.00</u>
CLIN 0009AB	AJ	200,000.00
CLIN 0009AB	AK	85,000.00
CLIN 0009AB	AL	45,000.00
CLIN 0009AB	AQ	59,894.00
CLIN 0009AB	AR	35,000.00
CLIN 0009AB	BK	3,455.00
CLIN 0009AB	BN	81,685.00
CLIN 0009AB	BU	350,000.00
CLIN 0009AB	BV	9,000.00
		<u>869,034.00</u>
CLIN 0013	AU	7,970,000.00
CLIN 0013	AX	3,396,000.00
CLIN 0013	AY	0.00
CLIN 0013	AZ	19,412,000.00
CLIN 0013	BJ	7,898,834.79
		<u>38,676,834.79</u>
CLIN 0017	BW	0.00
CLIN 0017	KM	0.00
		<u>0.00</u>
CLIN 0017AA	BY	3,880,000.00
CLIN 0017AA	BX	1,146,000.00

001978

CLIN 0017AA	BW	84,896,852.00	
CLIN 0017AA	BZ	0.00	
CLIN 0017AA	KM	192,793,000.00	
CLIN 0017AA	KN	0.00	
CLIN 0017AA	KQ	66,151.00	
CLIN 0017AA	KS	0.00	
CLIN 0017AA	KT	386,204,200.00	
CLIN 0017AA	KU	2,203,183.00	
CLIN 0017AA	KY	0.00	
CLIN 0017AA	LC	200,000.00	
CLIN 0017AA	LD	7,943,648.00	
CLIN 0017AA	LE	0.00	
CLIN 0017AA	LH	400,000.00	
CLIN 0017AA	LJ	7,476.00	
CLIN 0017AA	LK	281,575,897.00	
CLIN 0017AA	LQ	235,566.00	
CLIN 0017AA	LS	6,069,616.00	
CLIN 0017AA	LT	530,377.00	
CLIN 0017AA	LU	\$9,100,000.00	
CLIN 0017AA	LV	\$1,957,265.00	
CLIN 0017AA	LW	\$255,567.00	_____
CLIN 0017AA	LX	\$68,000.00	_____
CLIN 0017AA	LY	\$261,514,555.00	_____
CLIN 0017AA	MB	\$375,000.00	_____
CLIN 0017AA	MC	\$2,283,481.00	_____
			_____
			1,243,705,834.00
			_____

001979

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CLIN 0017AB	KL	118,250.00	
			<hr/>
			118,250.00
			<hr/>
CLIN 0017AC	BZ	190,000.00	
			<hr/>
			190,000.00
			<hr/>
CLIN 0017AD	KN	0.00	
CLIN 0017AD	KS	0.00	
			<hr/>
			0.00
			<hr/>
CLIN 0017AE	LL	173,798.00	
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			173,798.00
			<hr/>
CLIN 0017AH	KT	173,798.00	
			<hr/>
			173,798.00
			<hr/>
CLIN 0020AA	KN	0.00	
CLIN 0020AA	KQ	26,660.00	
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			26,660.00
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CLIN 0021AA	KW	0.00	
			<hr/>
			0.00
			<hr/>

001980

CLIN 0021AB	KV	0.00	
CLIN 0021AB	LB	0.00	
CLIN 0021AB	KX	0.00	
CLIN 0021AB	KY	0.00	
			<u>0.00</u>
			<b>0.00</b>
CLIN 0021AC	KZ	0.00	
CLIN 0021AC	LA	0.00	
			<u>0.00</u>
			<b>0.00</b>
CLIN 0022	KW	0.00	
			<u>0.00</u>
			<b>0.00</b>
CLIN 0023	KX	60,000.00	
CLIN 0023	KY	25,000.00	
CLIN 0023	KV	65,000.00	
CLIN 0023	LB	12,500.00	
CLIN 0023	LF	10,000.00	
CLIN 0023	LR	\$125,000.00	
			<u>297,500.00</u>
			<b>297,500.00</b>
CLIN 0024	LA	13,508.00	
CLIN 0024	LG	62,000.00	
CLIN 0024	KZ	25,000.00	
CLIN 0024	KW	20,000.00	
CLIN 0024	LP	83,200.00	
			<u>83,200.00</u>
			<b>83,200.00</b>

001981

		203,708.00
CLIN 0025	LE	1,173,850.00
CLIN 0025	LM	1,080,404.00
CLIN 0025	MA	0.00
		2,254,254.00
CLIN 0026	LN	630,061.00
		630,061.00
CLIN 0027	LZ	1,751,384.00
		1,751,384.00
CLIN 0028	LM	329,972.00
CLIN 0028	MA	2,982,442.00
		3,312,414.00

7. In consideration of the modification agreed to herein as complete equitable adjustment for the [REDACTED] Proposal submitted via Raytheon letter JLENS:23414-09-112, dated 04 December 2009; supporting documentation for [REDACTED] changes to CLINs 0025 and 0028 submitted via Raytheon letter JLENS-23414-10-079, dated 10 June 2010; and [REDACTED] Update for Negotiations, submitted via facsimile, dated 17 August 2010, the Contractor hereby releases the Government from any and all liability under this contract for further equitable adjustments attributable to such facts or circumstances giving rise to the proposal for adjustment.

(b)(3)(A)  
(i)&Title 10 Sec  
130 (a)(b)

(b)(3)(A)  
(i)&Title 10  
Sec 130 (a)(b)

(End of Summary of Changes)

001982

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			1. CONTRACT ID CODE V	PAGE OF PAGES 1   11
2. AMENDMENT/MODIFICATION NO. P00217	3. EFFECTIVE DATE 30 AUG 10	4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (if applicable)
6. ISSUED BY HEATHER STRAT MONTICELLI 3	CODE W0113M	7. ADMINISTERED BY (If other than item 6) DCMA RAYTHEON 30 APPLE HILL DRIVE M/S T2FR2 TEMBURY MA 01676		CODE S2205A
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) RAYTHEON COMPANY 380 LOWELL ST. ANDOVER MA 01810-4400			9A. AMENDMENT OF SOLICITATION NO.	
			9B. DATED (SEE ITEM 11)	
			X 10A. MOD. OF CONTRACT/ORDER NO. DASG00-96-C-0001	
			X 10B. DATED (SEE ITEM 13) 30-Jan-1998	
CODE 05718		FACILITY CODE		
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
<input type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of this amendment; (b) By acknowledging receipt of this amendment on each copy of this offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.				
12. ACCOUNTING AND APPROPRIATION DATA (if required) See Schedule				
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.				
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.				
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).				
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.232-22, "Limitation of Funds" and Mutual Agreement				
D. OTHER (Specify type of modification and authority)				
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.				
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number [REDACTED] To increase incremental funding for SUSCLIN0017AA in the amount of \$1,200,000 and to revise the JLENS System Integration Laboratory (SL) Equipment List for CLIN 0027.				
Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.				
15A. NAME AND TITLE OF PERSON (Type or print) [REDACTED]		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) [REDACTED]		
15B. DATE SIGNED [REDACTED]		15C. DATE SIGNED 30 AUG 2010		16C. DATE SIGNED 30 Aug 10
[REDACTED] (Signature of person authorized to sign)		[REDACTED] (Signature of Contracting Officer)		

EXCEPTION TO SF 30  
APPROVED BY OIRM 11-84

30-105-04

STANDARD FORM 30 (Rev. 10-83)  
Prescribed by GSA  
FAR (48 CFR) 53.243

001983

(b)(6)

(b)(6)

(b)(6)

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

1. SECTION B - SUPPLIES OR SERVICES AND PRICES

CLIN 0027 is revised as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0027	System Integration Lab (SIL) Equipment CPIF	1	LOT		\$1,751,384.00

The contractor shall provide the support equipment included as an attachment in Section J for the government SIL located at Redstone Arsenal, Alabama. Delivery of the equipment is required by September 2010 and should be shipped to the following address: ATTN: [REDACTED] RDMR-WDG-D, Building 5400, Redstone Arsenal, Alabama 35898. The [REDACTED] servers procured should be shipped upon receipt and acceptance by the contractor and not held until all other material is procured and received. All equipment will be inspected and accepted by the government at destination (Redstone Arsenal, AL). Prior to shipment of the equipment, the contractor will provide the government with the name, telephone number, and address of the Raytheon representative who will be present during inspection and acceptance.

(b)(6)  
(b)(3)(A)(i)&Title  
10 Sec 130 (a)(b)

FOB: Destination

TARGET COST	[REDACTED]	(b)(4)
TARGET FEE	[REDACTED]	(b)(4)
TOTAL TGT COST + FEE	<u>\$1,751,384.00*</u>	

\*This includes a target cost of [REDACTED] of cost and [REDACTED] of facilities capital cost of money) and a target fee of [REDACTED] which is [REDACTED] of target cost less facilities capital cost of money.

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

2. SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by \$1,200,000.00 from \$1,462,784,091.81 to \$1,463,984,091.81.

SUBCLIN 0017AA:

LY: 21 0 2040 5L 5L68 PI72419E555L 255Y 4M0J730000 S01021 4M0J730000/04MILE/4M5 was increased by \$1,200,000.00 from \$261,514,555.00 to \$262,714,555.00

Target Cost, Target Fee, and Total for the above increase of [REDACTED] distributed as follows and includes a increase in target cost of [REDACTED] of cost and [REDACTED] of facilities capital cost of money) and a

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

001984

increase in target incentive fee of [REDACTED] which is [REDACTED] of target cost less facilities capital cost of money.

Target Cost	[REDACTED]
Target Fee	\$ [REDACTED]
Total	\$1,200,000

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

IMPLEMENTATION OF AND EXPLANATION OF THE RELATIONSHIP OF THE LIMITATION OF FUNDS (LOF) CLAUSE TO FEE OBLIGATIONS, subparagraph c., is revised to read as follows:

SUBCLIN 0017AA :

	<u>PRIOR</u>	<u>THIS MODIFICATION</u>	<u>CUMULATIVE TOTAL*</u>
(1) Amount Required for Full Funding, Including Fee:	\$1,576,866,060	\$ 0	\$ 1,576,866,060
(2) Amount Allotted Under the LOF Clause for Payment of Costs:	[REDACTED]	[REDACTED]	[REDACTED] (b)(4)
(3) Amount Separately Obligated for Payment of Fee:	[REDACTED]	[REDACTED]	[REDACTED] (b)(4)
(4) Total Amount Allotted and Obligated:	\$ 1,243,705,834	\$1,200,000	\$1,244,905,834
(5) Net Amount Required for Full Funding	\$ 333,160,226	(\$1,200,000)	\$ 331,960,226

\* These figures take into consideration the negotiated total value of SubCLIN 0017AA (This does not include SubCLIN 17AH)

3. SECTION J - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

The following have been modified:

<u>TITLE</u>	<u>DATE</u>	<u># OF PAGES</u>	
Contract Security Classification Specification (DD Form 254), Revision 11 (Added per Modification P00187) (DD Form 254 mailed via US Postal Service)	14 May 09	11	
JLENS Software Source Code Specifically Negotiated License, 04 Sep 08 License Number JLENS-SWLA-01 (Added per Modification P00166)		8	
<u>CLIN 0017:</u> JLENS System Development and Demonstration (SDD) Program Statement of Work (Revised by Incorporating CSDR Plans dated 20 Febr 2007 in Appendix C per Modification P00136)	30 Nov 06 - Revised 20 Feb 07	37	
JLENS System Development and Demonstration (SDD) Program Statement of Work (Added per Modification P00187)	Revised 06 Apr 09	38	
[REDACTED]	March 08	1	(b)(3)(A)(i)&Title 10 Sec 130 (a)(b)

001985

Contract Data Requirements List (DD Form 1423) Exhibit A with Distribution List & Data Item Nos. B001 through B062 (Replace Data Item Nos. B026 and B027, only Per Modification P00136) (Replace Data Item Nos. B048 and B049, only Per Modification P00143 & to add statement in Section A of Modification P00143) (Replace Data Item No. B033 only, per Modification P00161)	01 Dec 06  Revised 05 Apr 07  Revised 24 Oct 07  Revised 11 Jul 08	63    1
Contract Data Requirements List (DD Form 1423) Exhibit A, Data Item Nos. B001 and B014 (Added per Modification P00187)	Revised 07 May 09	2
Contract Data Requirements List (DD Form 1423) Exhibit A, Data Item Nos. B002 through B062 (less B014 ) (Added per Modification P00187)	Revised 20 Mar 09	60

\*Added statement below to address weekends/Holidays:  
(In Mod P00143) 24 October 07

\*Per a mutual agreement between Raytheon and JLENS Product Office all Contract Data Requirements List (CDRL's) (DD Form 1423) are due on the next business day after the required due date if the due date falls on Saturday, Sunday or a Government Holiday. In addition, for any CDRL with a requirement to resubmit within 10 days or less after receipt of comments, where Raytheon receives the comments on a Friday, the timeframe for resubmittal will begin on the next business day. Statement added in Mod P00143 on 24 Oct. 2007.

GFE/GFP/GFS List for SDD Replaced with Rev. B List **Add items below For record-keeping purposes (Per Mod P00143) Replaced with Revision C List (Per Modification P00183)	28 Nov 06 15 Oct 07 Revised 22 Oct 07  09 Mar 09	2 6  12
---	--	------------------

\*\*Per the [REDACTED] Raytheon is authorized rent free use on a non-interference use of the equipment listed below for utilization on JLENS Fire Control Radar Prime Contract DASG60-98-C-0001 for the period from 19 April 2007 through 30 September 2011.

[REDACTED]

(b)(3)(A)(i)&Title 10 Sec  
130 (a)(b)

[REDACTED]

(b)(3)(A)  
(i)&Title 10 Sec  
130 (a)(b)

[REDACTED]

(b)(3)(A)  
(i)&Title 10  
Sec 130 (a)(b)

001986

Hereby added in Mod P00148 for tracking purposes:

Originated in Basic Contract:

Government Furnished Equipment - Spiral 1 20 Jun 03 1 List  
(Spiral 1 Equipment Transferred to Government 25 Mar 07\* 34 pages  
Contract DASG60-00-C-0091, DD Form 1149 (attached) (Revised 21 Nov 07)\* 34 pages (b)(6)  
Gov't Technical POC: [REDACTED]  
Ship to address:

[REDACTED]

(b)(3)(A)  
(i)&Title 10 Sec  
130 (a)(b)

\*NOTE: Items 1-1060 transferred to Contract DASG60-00-C-0091 per revised GFE list dated 21 Nov 07. Items 1061 - 1116 GFE items retained on Contract DASG60-98-C-0001 for Spiral 2 per GFE list dated 25 Mar 07.

JLENS Performance Specification, MIS-PRF-55628, 27 Jun 08 136  
Revision A  
(Added by reference per Modification P00168)

Annex A to the JLENS Performance Specification, 27 Jun 08 10  
MIS-PRF-55628, Revision A  
(Added by reference per Modification P00168)

CLINs 0023 and 00024  
JLENS Simulation Support  
SOW dated 28 January 2008

[REDACTED]

Simulation Support Tasks  
(Added per Mod P00160)

28 January 2008 2 pages (b)(3)(A)(i)&Title  
10 Sec 130 (a)(b)

CLIN 0025

JLENS Integrated Fire Control Demonstration Program 14 Jan 08 3  
Statement of Work, Revision 3  
(Added per Modification P00165)

JLENS Integrated Fire Control Demonstration Program 25 Jul 08 17  
Program and Technical Clarification Description,  
incorporated herein by reference  
(Added per Modification P00165)

Contract Data Requirements List (DD Form 1423) 16 Oct 07 19  
Exhibit B, Data Items Nos. B001 through B004, with  
Data Item Descriptions  
(Added per Modification P00165)

CLIN 0027

JLENS System Integration Lab (SIL) Undated 6  
Equipment List  
(Added per Modification P00196)

Revision to System Integration Lab (SIL) 02 Aug 10 6

001987

**Equipment List  
(Added per Modification P00217)**

4. The following is an update to Modification P00216 showing a summary of funding by ACRN through Modification P00217:

<u>ACRN</u>	<u>FUNDING</u>
AA	440,100.00
AB	2,298,235.00
AC	17,832,987.00
AD	0.00
AE	7,500,000.00
AF	3,300,000.00
AG	17,192,400.00
AH	700,000.00
AJ	200,000.00
AK	85,000.00
AL	45,000.00
AM	17,045,000.00
AN	5,800.00
AP	20,779,000.00
AQ	105,000.00
AR	35,000.00
AS	0.00
AT	6,984,678.52
AU	7,970,000.00
AV	0.00
AW	100,000.00
AX	3,396,000.00
AY	550,000.00
AZ	19,412,000.00
BA	24,527,878.00
BB	146,000.00
BC	72,000.00
BD	85,000.00
BE	100,000.00
BF	100,000.00
BG	1,975,321.00
BH	38,018,908.00
BJ	7,898,834.79
BK	260,000.00
BL	0.00
BM	125,000.00
BN	103,000.00
BP	10,199,288.50
BU	350,000.00
BV	9,000.00
BW	84,896,852.00
BX	1,146,000.00

001988

BY	3,880,000.00
BZ	190,000.00
KL	118,250.00
KM	192,793,000.00
KN	0.00
KQ	92,811.00
KR	0.00
KS	0.00
KT	386,377,998.00
KU	2,203,183.00
KV	65,000.00
KW	20,000.00
KX	60,000.00
KY	25,000.00
KZ	25,000.00
LA	13,508.00
LB	12,500.00
LC	200,000.00
LD	7,943,648.00
LE	1,173,850.00
LF	10,000.00
LG	62,000.00
LH	400,000.00
LJ	7,476.00
LK	\$281,575,897.00
LL	\$173,798.00
LM	\$1,410,376.00
LN	\$630,061.00
LP	\$83,200.00
LQ	\$235,566.00
LR	\$125,000.00
LS	\$6,069,616.00
LT	\$530,377.00
LU	\$9,100,000.00
LV	\$1,957,265.00
LW	\$255,567.00
LX	\$68,000.00
LY	\$262,714,555.00
LZ	\$1,751,384.00
MA	\$2,982,442.00
MB	\$375,000.00
MC	\$2,283,481.00

5. The following is an update to Modification P00216 showing a summary of funding by CLIN by ACRN through Modification P00217:

<u>CLIN</u>	<u>ACRN</u>	<u>FUNDING AMT</u>	<u>CLIN TOTAL</u>
CLIN 0001	AA	440,100.00	

001989

CLIN 0001	AD	0.00	<u>440,100.00</u>
CLIN 0003	AB	2,298,235.00	
CLIN 0003	AC	17,832,987.00	
CLIN 0003	AD	0.00	
CLIN 0003	AE	7,500,000.00	
CLIN 0003	AF	3,300,000.00	
CLIN 0003	AG	17,192,400.00	
CLIN 0003	AH	700,000.00	
CLIN 0003	AM	17,045,000.00	
CLIN 0003	AN	5,800.00	
CLIN 0003	AP	20,779,000.00	
CLIN 0003	AS	0.00	
CLIN 0003	AT	6,984,678.52	
CLIN 0003	AW	100,000.00	
CLIN 0003	AY	550,000.00	<u>94,288,100.52</u>
CLIN 0005	BA	24,527,878.00	
CLIN 0005	BB	146,000.00	
CLIN 0005	BC	72,000.00	
CLIN 0005	BD	85,000.00	
CLIN 0005	BE	100,000.00	
CLIN 0005	BF	100,000.00	
CLIN 0005	BG	1,975,321.00	
CLIN 0005	BH	38,018,908.00	
CLIN 0005	BL	0.00	
CLIN 0005	BZ	0.00	<u>65,025,107.00</u>
CLIN 0007AA	BP	10,199,288.50	<u>10,199,288.50</u>
CLIN 0009AA	AQ	45,106.00	
CLIN 0009AA	AV	0.00	
CLIN 0009AA	BK	256,545.00	
CLIN 0009AA	BM	125,000.00	
CLIN 0009AA	BN	21,315.00	<u>447,966.00</u>
CLIN 0009AB	AJ	200,000.00	
CLIN 0009AB	AK	85,000.00	
CLIN 0009AB	AL	45,000.00	
CLIN 0009AB	AQ	59,894.00	
CLIN 0009AB	AR	35,000.00	
CLIN 0009AB	BK	3,455.00	

001990

CLIN 0009AB	BN	81,685.00	
CLIN 0009AB	BU	350,000.00	
CLIN 0009AB	BV	9,000.00	
			<u>869,034.00</u>
CLIN 0013	AU	7,970,000.00	
CLIN 0013	AX	3,396,000.00	
CLIN 0013	AY	0.00	
CLIN 0013	AZ	19,412,000.00	
CLIN 0013	BJ	7,898,834.79	
			<u>38,676,834.79</u>
CLIN 0017	BW	0.00	
CLIN 0017	KM	0.00	
			<u>0.00</u>
CLIN 0017AA	BY	3,880,000.00	
CLIN 0017AA	BX	1,146,000.00	
CLIN 0017AA	BW	84,896,852.00	
CLIN 0017AA	BZ	0.00	
CLIN 0017AA	KM	192,793,000.00	
CLIN 0017AA	KN	0.00	
CLIN 0017AA	KQ	66,151.00	
CLIN 0017AA	KS	0.00	
CLIN 0017AA	KT	386,204,200.00	
CLIN 0017AA	KU	2,203,183.00	
CLIN 0017AA	KY	0.00	
CLIN 0017AA	LC	200,000.00	
CLIN 0017AA	LD	7,943,648.00	
CLIN 0017AA	LE	0.00	
CLIN 0017AA	LH	400,000.00	
CLIN 0017AA	LJ	7,476.00	
CLIN 0017AA	LK	281,575,897.00	
CLIN 0017AA	LQ	235,566.00	
CLIN 0017AA	LS	6,069,616.00	
CLIN 0017AA	LT	530,377.00	
CLIN 0017AA	LU	\$9,100,000.00	
CLIN 0017AA	LV	\$1,957,265.00	
CLIN 0017AA	LW	\$255,567.00	
CLIN 0017AA	LX	\$68,000.00	
CLIN 0017AA	LY	\$262,714,555.00	
CLIN 0017AA	MB	\$375,000.00	
CLIN 0017AA	MC	\$2,283,481.00	
			<u>1,244,905,834.00</u>

001991

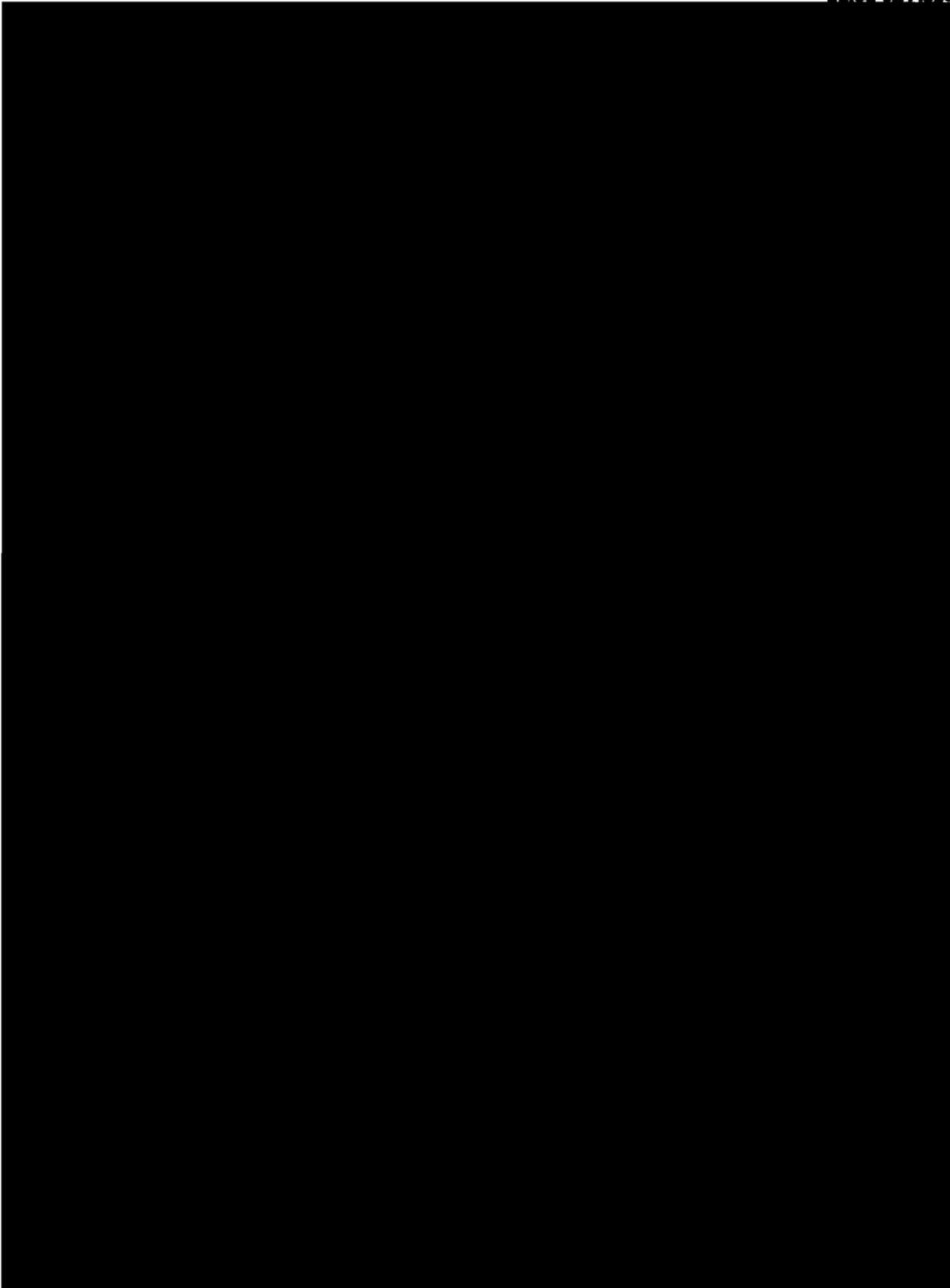
CLIN 0017AB	KL	118,250.00	<u>118,250.00</u>
CLIN 0017AC	BZ	190,000.00	<u>190,000.00</u>
CLIN 0017AD	KN	0.00	
CLIN 0017AD	KS	0.00	<u>0.00</u>
CLIN 0017AE	LL	173,798.00	173,798.00
CLIN 0017AH	KT	173,798.00	<u>173,798.00</u>
CLIN 0020AA	KN	0.00	
CLIN 0020AA	KQ	26,660.00	<u>26,660.00</u>
CLIN 0021AA	KW	0.00	<u>0.00</u>
CLIN 0021AB	KV	0.00	
CLIN 0021AB	LB	0.00	
CLIN 0021AB	KX	0.00	
CLIN 0021AB	KY	0.00	<u>0.00</u>
CLIN 0021AC	KZ	0.00	
CLIN 0021AC	LA	0.00	<u>0.00</u>
CLIN 0022	KW	0.00	<u>0.00</u>
CLIN 0023	KX	60,000.00	
CLIN 0023	KY	25,000.00	
CLIN 0023	KV	65,000.00	
CLIN 0023	LB	12,500.00	
CLIN 0023	LF	10,000.00	
CLIN 0023	LR	\$125,000.00	<u>297,500.00</u>
CLIN 0024	LA	13,508.00	

001992

CLIN 0024	LG	62,000.00	
CLIN 0024	KZ	25,000.00	
CLIN 0024	KW	20,000.00	
CLIN 0024	LP	83,200.00	
			<u>203,708.00</u>
CLIN 0025	LE	1,173,850.00	
CLIN 0025	LM	1,080,404.00	
CLIN 0025	MA	0.00	
			<u>2,254,254.00</u>
CLIN 0026	LN	630,061.00	
			<u>630,061.00</u>
CLIN 0027	LZ	1,751,384.00	
			<u>1,751,384.00</u>
CLIN 0028	LM	329,972.00	
CLIN 0028	MA	2,982,442.00	
			<u>3,312,414.00</u>

(End of Summary of Changes)

001993

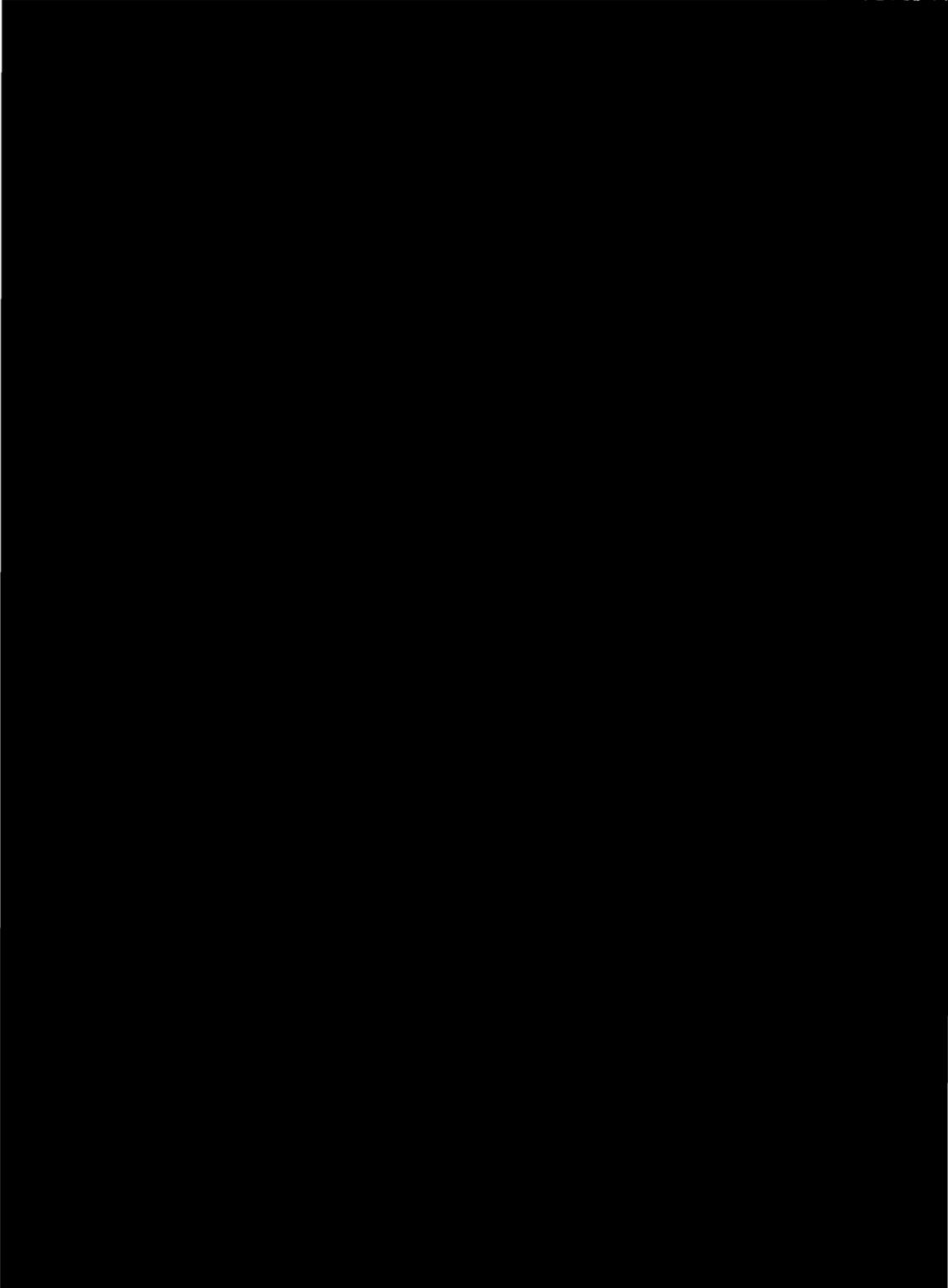


(b)(3)(A)(i)&Title  
10 Sec 130 (a)(b)

(b)(3)(A)(i)&Title  
10 Sec 130 (a)(b)

(b)(3)(A)(i)&Title  
10 Sec 130 (a)(b)

001994



(b)(3)(A)(i)&Title  
10 Sec 130 (a)(b)

(b)(3)(A)(i)&Title  
10 Sec 130 (a)(b)

(b)(3)(A)(i)&Title  
10 Sec 130 (a)(b)

001995

(b)(3)(A)  
(i)&Title 10  
Sec 130 (a)(b)

(b)(3)(A)  
(i)&Title 10 Sec  
130 (a)(b)

(b)(3)(A)  
(i)&Title 10 Sec  
130 (a)(b)

001996

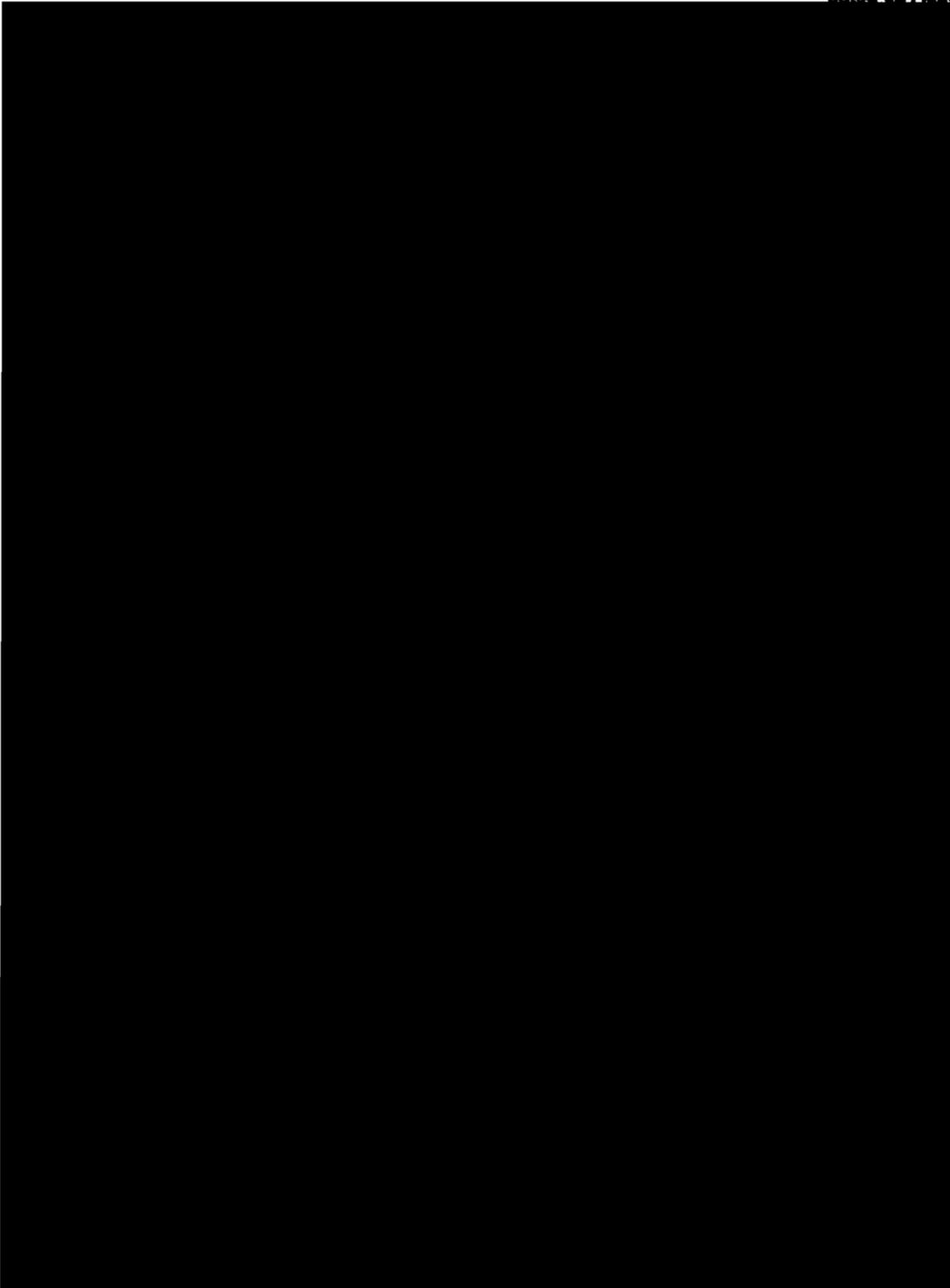


(b)(3)(A)(i)&Title  
10 Sec 130 (a)(b)

(b)(3)(A)(i)&Title  
10 Sec 130 (a)(b)

(b)(3)(A)(i)&Title  
10 Sec 130 (a)(b)

001997

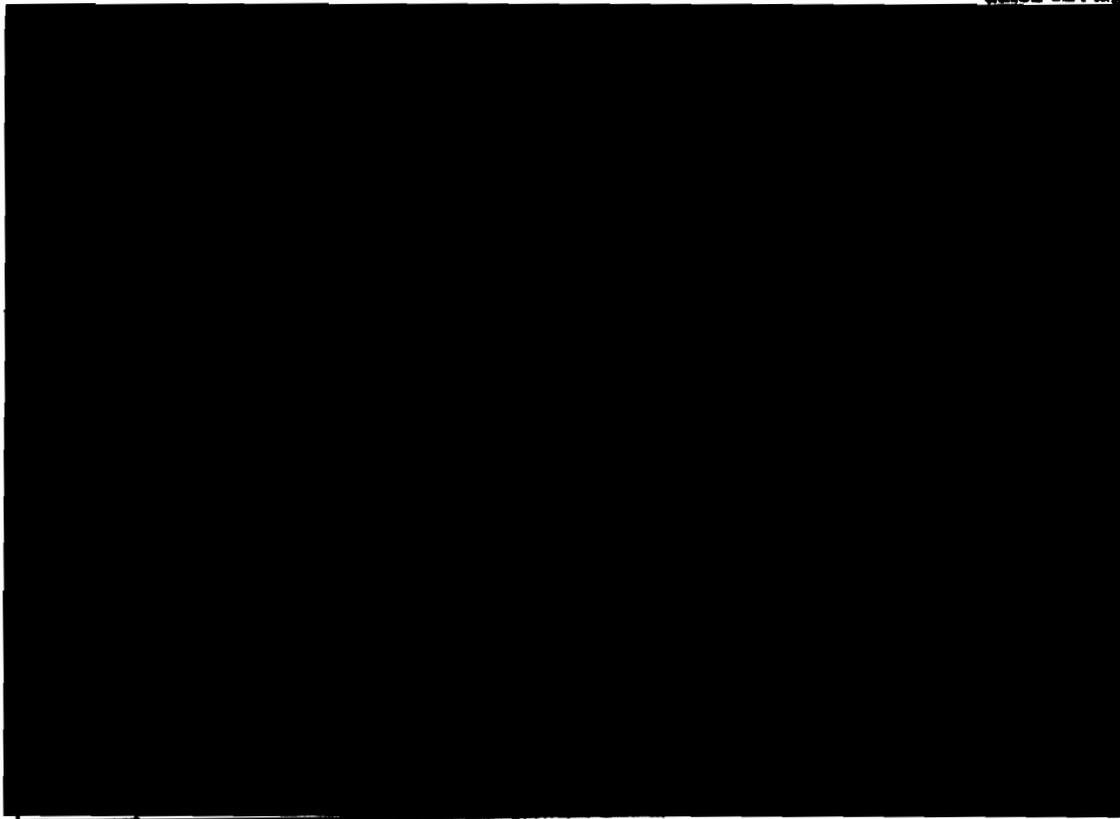


(b)(3)(A)  
(i)&Title 10 Sec  
130 (a)(b)

(b)(3)(A)  
(i)&Title 10 Sec  
130 (a)(b)

(b)(3)(A)(i)&Title  
10 Sec 130 (a)(b)

001998



(b)(3)(A)(i)&Title  
10 Sec 130 (a)(b)

(b)(3)(A)  
(i)&Title 10 Sec  
130 (a)(b)

(b)(3)(A)(i)&Title  
10 Sec 130 (a)(b)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE V	PAGE OF PAGES 1   11
2. AMENDMENT/MODIFICATION NO. P00218	3. EFFECTIVE DATE 09 SEP 10	4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If applicable)	
6. ISSUED BY [Redacted] (b)(6) FRONTVILLE AL 35007-3501	CODE W9113M	7. ADMINISTERED BY (If other than item 6) DCMA RAYTHEON 80 APPLE HILL DRIVE M6S T2P2C TENNESSEE MA 01878		CODE S2205A	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) RAYTHEON COMPANY 380 LOWELL ST. ANDOVER MA 01810-4400				9A. AMENDMENT OF SOLICITATION NO.	
				9B. DATED (SEE ITEM 11)	
				X 10A. MOD. OF CONTRACT/ORDER NO. DA5680-98-C-0001	
				X 10B. DATED (SEE ITEM 13) 30-Jan-1998	
CODE 05716		FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).					
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.243-2, Changes, FAR 52.232-22, Limitation of Funds, and Mutual Agreement					
D. OTHER (Specify type of modification and authority)					
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return 1 copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: [Redacted] (b)(6) To make applicable adjustments to the contract as a result of the decision to rescind Modification P00199 and halt all efforts associated with the change out of the [Redacted] The adjustments made account for actual costs incurred (\$8,573) from the effective date of Modification P00199 (03 Dec 2009) to 18 June 2010. Funding in the amount of \$8,573 is also provided. (b)(3)(A) (i)&Title 10 Sec 130 (a)(b)					
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and is left force and effect.					
15A. NAME AND TITLE OF SIGNER (Type or print) [Redacted] (b)(6)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) [Redacted] (b)(6)		
15B. CONTRACTOR OFFICER [Redacted] (b)(6) authorized to sign		15C. DATE SIGNED 09 SEP 2010		16C. DATE SIGNED 9 Sep 10 (b)(6)	
		(Signature of Contracting Officer)			

EXCEPTION TO SF 30  
APPROVED BY OIRM 11-84

30-105-04

STANDARD FORM 30 (Rev. 10-83)  
Prescribed by GSA  
FAR (48 CFR) 53.243

002000

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

1. SECTION A - SOLICITATION/CONTRACT FORM

The total cost of this contract was decreased by \$991,510.00 from \$1,814,614,507.00 to \$1,813,622,997.00.

2. SECTION B - SUPPLIES OR SERVICES AND PRICES

SUBCLIN 0017AA

The target cost has decreased by \$ [REDACTED] from [REDACTED] to \$ [REDACTED]

The target profit/fee has decreased by [REDACTED] from \$ [REDACTED] to [REDACTED]

The total cost of this line item has decreased by \$991,510.00 from \$1,576,866,060.00 to \$1,575,874,550.00.

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

This includes a decrease in target cost of [REDACTED], consisting of a [REDACTED] decrease in cost and a [REDACTED] decrease in facilities capital cost of money, and a decrease in target fee of [REDACTED] which is [REDACTED] target cost less facilities capital cost of money.

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

B-17. INCENTIVE FEE FOR SUBCLIN 0017AA/CLIN 0018 (SEE H-19):

In accordance with FAR 52.216-7, entitled "Allowable Cost and Payments", and FAR 52.216-10, entitled "Incentive Fee", the total amount for reimbursement of cost and fee for performance under SubCLIN 0017AA/CLIN 0018 are set forth below:

Target Cost [REDACTED]  
Target Fee [REDACTED]

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

Incentive Arrangement: Maximum Fee: [REDACTED]  
Minimum Fee: [REDACTED]

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

(Share Ratio: Government/Contractor)

Underrun: [REDACTED] the amount by which the total allowable cost is less than the target cost until maximum fee is attained.

(b)(4)

Overrun: [REDACTED] for the amount by which the total allowable cost exceeds the target cost until minimum fee is attained.

(b)(4)

FAR 52.216-10, INCENTIVE, paragraph (e)(1), is stated as follows:

(e) Fee Payable.

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

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

B-18. TARGET COST, TARGET FEE, MINIMUM INCENTIVE FEE, MAXIMUM INCENTIVE FEE, AND INCENTIVE ARRANGEMENT FOR SUBCLIN 0017AA/CLIN 0018:

002001

SUBCLIN 0017AA - (Two SDD JLENS Systems)

- a. Target cost: [REDACTED] (b)(4)
- b. Target fee: [REDACTED] (b)(4)
- c. Minimum incentive fee: [REDACTED] (b)(4)
- d. Maximum incentive fee: [REDACTED] (b)(4)
- e. Total target cost and target fee: **\$1,575,874,550** (b)(4)

**3. SECTION G - CONTRACT ADMINISTRATION DATA**

**Accounting and Appropriation**

**Summary for the Payment Office**

As a result of this modification, the total funded amount for this document was increased by \$8,573.00 from \$1,463,984,091.81 to \$1,463,992,664.81.

**SUBCLIN 0017AA:**

MD: 21 0 2040 5L 5L68 P172419E555L 255Y 4M0J732000 S01021 4M0J732000/04MJLE/4M5 was increased by \$8,573.00 from \$0.00 to \$8,573.00  
The contract ACRN MD has been added.

Target Cost, Target Fee, and Total for the above increase of [REDACTED] distributed as follows and includes an increase in target cost of [REDACTED] of cost and [REDACTED] facilities capital cost of money) and an increase in target incentive fee of [REDACTED] of target cost less facilities capital cost of money. (b)(4)

Target Cost	[REDACTED]
Target Fee	[REDACTED]
Total	<b>\$8,573</b>

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

**IMPLEMENTATION OF AND EXPLANATION OF THE RELATIONSHIP OF THE LIMITATION OF FUNDS (LOF) CLAUSE TO FEE OBLIGATIONS, subparagraph c., is revised to read as follows:**

**SUBCLIN 0017AA :**

	<u>PRIOR</u>	<u>THIS MODIFICATION</u>	<u>CUMULATIVE TOTAL*</u>
(1) Amount Required for Full Funding, Including Fee:	\$1,576,866,060	(\$991,510)	\$ 1,575,874,550
(2) Amount Allotted Under the LOF Clause for Payment of Costs:	[REDACTED]	[REDACTED]	[REDACTED] (b)(4)
(3) Amount Separately Obligated for Payment of Fee:	[REDACTED]	[REDACTED]	[REDACTED] (b)(4)
(4) Total Amount Allotted and Obligated:	\$ 1,244,905,834	\$ 8,573	\$1,244,914,407
(5) Net Amount Required for Full Funding	\$ 331,960,226	(\$1,000,083)	\$ 330,960,143

002002

\* These figures take into consideration the negotiated total value of SubCLIN 0017AA (This does not include SubCLIN 17AH)

4. SECTION H – SPECIAL CONTRACT REQUIREMENTS is changed as follows:

Paragraph H-19, INCENTIVE FEE STRUCTURE AND PAYMENT FOR CLIN 0017, SYSTEM DEVELOPMENT AND DEMONSTRATION (SDD), subparagraphs a. and b., are revised as follows:

a. General.

SubCLIN 0017AA, System Development and Demonstration (SDD), is a cost-plus-incentive-fee (CPIF) Line Item with cost and schedule incentives as described below. Paragraph H-19(b) applies only to the Cost Incentive and Paragraph H-19(c) applies only to the Schedule Incentive. The contract price amount of \$1,575,874,550 includes a target cost of [REDACTED] (which includes \$[REDACTED] of cost and \$[REDACTED] facilities capital cost of money) and a target incentive fee of \$[REDACTED] which is [REDACTED] of target cost less facilities capital cost of money.

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

b. Cost Incentive.

(1) The target fee payable under SubCLIN 0017AA is [REDACTED] the target cost less facilities capital cost of money [REDACTED] an amount equal to [REDACTED]

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

(2) The maximum fee payable under SubCLIN 0017AA is [REDACTED] the target cost less facilities capital cost of money [REDACTED] amount equal to [REDACTED]

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

(3) The minimum fee payable under SubCLIN 0017AA is [REDACTED] the target cost less facilities capital cost of money [REDACTED] an amount equal to [REDACTED]

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

(4) Fee will be adjusted for actual cost that is less than or more than the target cost stated above using a share ratio of [REDACTED] government / [REDACTED] contractor for actual costs less than the target cost, and a ratio of [REDACTED] government / [REDACTED] contractor for actual costs greater than the target cost range applied according to Paragraph H-19(c)(1).

(b)(4)

(5) Nothing stated in this clause shall take precedence over the clause 52.216-10 - Incentive Fee contained in this contract.

(b)(4)

c. Schedule and Performance Incentive.

(1) A maximum [REDACTED] "flat zone" will be established at the target cost value of [REDACTED] with the conduct of milestones below. The "flat zone" over which the contractor will earn target fee is for eligible costs from [REDACTED] to \$ [REDACTED] once the program milestones set forth below are conducted.

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

(a) [REDACTED] of the maximum benefit of the "flat zone", earned by the conduct of the SDD System Functional Review NLT 2nd Quarter, Fiscal Year 2007. (It is hereby acknowledged by the government that Raytheon completed the requirement for this flat zone and earned the "Flat Zone" schedule incentive of [REDACTED] Final determination of incentive fee payment utilizing the "Flat Zone" amount will be made at the conclusion of the contract. Reference letter, dated 5 March 2007 from [REDACTED]

(b)(6)

(b) [REDACTED] of the maximum benefit of the "flat zone", earned by the conduct of SDD Orbit Critical Design review NLT 2nd Quarter, Fiscal Year 2009. (It is hereby acknowledged by the government that Raytheon completed the requirement for this flat zone and earned the "Flat Zone" schedule incentive of [REDACTED] Final determination of incentive fee payment utilizing the "Flat Zone" amount will be made at the conclusion of the contract. Reference letter, dated 12 January 2009, from [REDACTED]

(b)(4)

(b)(6)

002003

(2) An additional performance incentive fee pool of [REDACTED] (maximum) is established and will be awarded to the contractor for meeting performance incentives associated with System Capability Reviews (SCRs) and the Developmental Test (DT)/Limited User Test (LUT) according to the schedule below:

(b)(4)

(a) [REDACTED] (maximum) earned based on successful conduct of technical performance defined by SCR-1.

(b)(4)

(b) [REDACTED] (maximum) earned based on successful conduct of technical performance defined by SCR-2.

(b)(4)

(c) [REDACTED] (maximum) earned based on successful conduct of technical performance defined by SCR-3.

(b)(4)

(d) [REDACTED] (maximum) earned based on successful conduct of technical performance defined by LUT.

(b)(4)

(e) The specific criteria/evidence and associated percentages related to successful completion of (a) through (d) above are defined in the Section J attachment entitled "Performance Incentive Fee Criteria/Evidence."

(f) Following completion of each milestone in (a) through (d) above, the government will determine the amount of performance incentive fee earned. If it is determined that performance incentive fee is earned, the additional contract value will be added to the total value of the contract at the time the incentive is earned.

(3) For Earned Value and cost reporting purposes, the target cost value of [REDACTED] will be used.

(b)(4)

d. Changes issued under FAR 52.243-2, Changes - Cost Reimbursement

In the event of a change issued under FAR 52.243-2, Changes - Cost Reimbursement, it is agreed that changes to the performance and schedule incentive may be considered a part of the equitable adjustment. In the event that any Options to CLIN 0017 are added and exercised, the incentive fee for cost and schedule/performance applicable to the Option will be incorporated in accordance with the incentive fee structure of this provision.

5. The following is an update to Modification P00217 showing a summary of funding by ACRN through Modification P00218:

<u>ACRN</u>	<u>FUNDING</u>
AA	440,100.00
AB	2,298,235.00
AC	17,832,987.00
AD	0.00
AE	7,500,000.00
AF	3,300,000.00
AG	17,192,400.00
AH	700,000.00
AJ	200,000.00
AK	85,000.00
AL	45,000.00
AM	17,045,000.00
AN	5,800.00

002004

AP	20,779,000.00
AQ	105,000.00
AR	35,000.00
AS	0.00
AT	6,984,678.52
AU	7,970,000.00
AV	0.00
AW	100,000.00
AX	3,396,000.00
AY	550,000.00
AZ	19,412,000.00
BA	24,527,878.00
BB	146,000.00
BC	72,000.00
BD	85,000.00
BE	100,000.00
BF	100,000.00
BG	1,975,321.00
BH	38,018,908.00
BJ	7,898,834.79
BK	260,000.00
BL	0.00
BM	125,000.00
BN	103,000.00
BP	10,199,288.50
BU	350,000.00
BV	9,000.00
BW	84,896,852.00
BX	1,146,000.00
BY	3,880,000.00
BZ	190,000.00
KL	118,250.00
KM	192,793,000.00
KN	0.00
KQ	92,811.00
KR	0.00
KS	0.00
KT	386,377,998.00
KU	2,203,183.00
KV	65,000.00
KW	20,000.00
KX	60,000.00
KY	25,000.00
KZ	25,000.00
LA	13,508.00
LB	12,500.00
LC	200,000.00
LD	7,943,648.00
LE	1,173,850.00
LF	10,000.00

002005

LG	62,000.00
LH	400,000.00
LJ	7,476.00
LK	\$281,575,897.00
LL	\$173,798.00
LM	\$1,410,376.00
LN	\$630,061.00
LP	\$83,200.00
LQ	\$235,566.00
LR	\$125,000.00
LS	\$6,069,616.00
LT	\$530,377.00
LU	\$9,100,000.00
LV	\$1,957,265.00
LW	\$255,567.00
LX	\$68,000.00
LY	\$262,714,555.00
LZ	\$1,751,384.00
MA	\$2,982,442.00
MB	\$375,000.00
MC	\$2,283,481.00
MD	\$8,573.00

6. The following is an update to Modification P00217 showing a summary of funding by CLIN by ACRN through Modification P00218:

<u>CLIN</u>	<u>ACRN</u>	<u>FUNDING AMT</u>	<u>CLIN TOTAL</u>
CLIN 0001	AA	440,100.00	
CLIN 0001	AD	0.00	
			<u>440,100.00</u>
CLIN 0003	AB	2,298,235.00	
CLIN 0003	AC	17,832,987.00	
CLIN 0003	AD	0.00	
CLIN 0003	AE	7,500,000.00	
CLIN 0003	AF	3,300,000.00	
CLIN 0003	AG	17,192,400.00	
CLIN 0003	AH	700,000.00	
CLIN 0003	AM	17,045,000.00	
CLIN 0003	AN	5,800.00	
CLIN 0003	AP	20,779,000.00	
CLIN 0003	AS	0.00	
CLIN 0003	AT	6,984,678.52	
CLIN 0003	AW	100,000.00	
CLIN 0003	AY	550,000.00	
			<u>94,288,100.52</u>

002006

CLIN 0005	BA	24,527,878.00	
CLIN 0005	BB	146,000.00	
CLIN 0005	BC	72,000.00	
CLIN 0005	BD	85,000.00	
CLIN 0005	BE	100,000.00	
CLIN 0005	BF	100,000.00	
CLIN 0005	BG	1,975,321.00	
CLIN 0005	BH	38,018,908.00	
CLIN 0005	BL	0.00	
CLIN 0005	BZ	0.00	
			<u>65,025,107.00</u>
CLIN 0007AA	BP	10,199,288.50	
			<u>10,199,288.50</u>
CLIN 0009AA	AQ	45,106.00	
CLIN 0009AA	AV	0.00	
CLIN 0009AA	BK	256,545.00	
CLIN 0009AA	BM	125,000.00	
CLIN 0009AA	BN	21,315.00	
			<u>447,966.00</u>
CLIN 0009AB	AJ	200,000.00	
CLIN 0009AB	AK	85,000.00	
CLIN 0009AB	AL	45,000.00	
CLIN 0009AB	AQ	59,894.00	
CLIN 0009AB	AR	35,000.00	
CLIN 0009AB	BK	3,455.00	
CLIN 0009AB	BN	81,685.00	
CLIN 0009AB	BU	350,000.00	
CLIN 0009AB	BV	9,000.00	
			<u>869,034.00</u>
CLIN 0013	AU	7,970,000.00	
CLIN 0013	AX	3,396,000.00	
CLIN 0013	AY	0.00	
CLIN 0013	AZ	19,412,000.00	
CLIN 0013	BJ	7,898,834.79	
			<u>38,676,834.79</u>
CLIN 0017	BW	0.00	
CLIN 0017	KM	0.00	
			<u>0.00</u>
CLIN 0017AA	BY	3,880,000.00	
CLIN 0017AA	BX	1,146,000.00	
CLIN 0017AA	BW	84,896,852.00	

002007

CLIN 0017AA	BZ	0.00	
CLIN 0017AA	KM	192,793,000.00	
CLIN 0017AA	KN	0.00	
CLIN 0017AA	KQ	66,151.00	
CLIN 0017AA	KS	0.00	
CLIN 0017AA	KT	386,204,200.00	
CLIN 0017AA	KU	2,203,183.00	
CLIN 0017AA	KY	0.00	
CLIN 0017AA	LC	200,000.00	
CLIN 0017AA	LD	7,943,648.00	
CLIN 0017AA	LE	0.00	
CLIN 0017AA	LH	400,000.00	
CLIN 0017AA	LJ	7,476.00	
CLIN 0017AA	LK	281,575,897.00	
CLIN 0017AA	LQ	235,566.00	
CLIN 0017AA	LS	6,069,616.00	
CLIN 0017AA	LT	530,377.00	
CLIN 0017AA	LU	\$9,100,000.00	
CLIN 0017AA	LV	\$1,957,265.00	
CLIN 0017AA	LW	\$255,567.00	
CLIN 0017AA	LX	\$68,000.00	
CLIN 0017AA	LY	\$262,714,555.00	
CLIN 0017AA	MB	\$375,000.00	
CLIN 0017AA	MC	\$2,283,481.00	
CLIN 0017AA	MD	\$8,573.00	
			<u><u>1,244,914,407.00</u></u>
CLIN 0017AB	KL	118,250.00	
			<u>118,250.00</u>
CLIN 0017AC	BZ	190,000.00	
			<u>190,000.00</u>
CLIN 0017AD	KN	0.00	
CLIN 0017AD	KS	0.00	
			<u>0.00</u>
CLIN 0017AE	LL	173,798.00	
			173,798.00
CLIN 0017AH	KT	173,798.00	
			<u>173,798.00</u>

002008

CLIN 0020AA	KN	0.00	
CLIN 0020AA	KQ	26,660.00	
			<u>26,660.00</u>
CLIN 0021AA	KW	0.00	
			<u>0.00</u>
CLIN 0021AB	KV	0.00	
CLIN 0021AB	LB	0.00	
CLIN 0021AB	KX	0.00	
CLIN 0021AB	KY	0.00	
			<u>0.00</u>
CLIN 0021AC	KZ	0.00	
CLIN 0021AC	LA	0.00	
			<u>0.00</u>
CLIN 0022	KW	0.00	
			<u>0.00</u>
CLIN 0023	KX	60,000.00	
CLIN 0023	KY	25,000.00	
CLIN 0023	KV	65,000.00	
CLIN 0023	LB	12,500.00	
CLIN 0023	LF	10,000.00	
CLIN 0023	LR	\$125,000.00	
			<u>297,500.00</u>
CLIN 0024	LA	13,508.00	
CLIN 0024	LG	62,000.00	
CLIN 0024	KZ	25,000.00	
CLIN 0024	KW	20,000.00	
CLIN 0024	LP	83,200.00	
			<u>203,708.00</u>
CLIN 0025	LE	1,173,850.00	
CLIN 0025	LM	1,080,404.00	
CLIN 0025	MA	0.00	
			<u>2,254,254.00</u>
CLIN 0026	LN	630,061.00	
			<u>630,061.00</u>
CLIN 0027	LZ	1,751,384.00	
			<u>1,751,384.00</u>

002009

CLIN 0028	LM	329,972.00	_____
CLIN 0028	MA	2,982,442.00	_____
			_____
			<u>3,312,414.00</u>

7. In consideration of the modification agreed to herein as complete equitable adjustment for the actual costs incurred, submitted via Raytheon letter JLENS-23414-10-095, in support of the preparation of a proposal in response to Modification P00199 prior to it being rescinded, the Contractor hereby releases the Government from any and all liability under this contract for further equitable adjustments attributable to such facts or circumstances giving rise to the proposal for adjustment.  
(End of Summary of Changes)

002010

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE	PAGE OF PAGES	
				V	1	2
AMENDMENT/MODIFICATION NO. J219		3. EFFECTIVE DATE 05-Oct-2010	4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If applicable)	
6. ISSUED BY USASMD/ARSTRAT SMD-C-RDC PO BOX 1600 HUNTSVILLE AL 35807-3801		CODE W9113M	7. ADMINISTERED BY (If other than item 6) DCMA RAYTHEON 50 APPLE HILL DRIVE MST2FR2 TEMPSBURY MA 01876		CODE S2205A	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) RAYTHEON COMPANY 350 LOWELL ST. ANDOVER MA 01810-4400				9A. AMENDMENT OF SOLICITATION NO.		
				9B. DATED (SEE ITEM 11)		
				X	10A. MOD. OF CONTRACT/ORDER NO. DASG60-98-C-0001	
				X	10B. DATED (SEE ITEM 13) 30-Jan-1998	
CODE 05716		FACILITY CODE				
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS						
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. <p>Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:          (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted;          or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.</p>						
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule						
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.						
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.						
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).						
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:						
X D. OTHER (Specify type of modification and authority) FAR 52.232-22 Limitation of Funds						
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.						
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: [REDACTED] Raytheon - JLENS  This modification provides incremental funds in the amount of \$23,000,000.00 for CLIN 0017AA, ACRN ME. See Summary of Changes.						
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.						
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)		
				TEL: [REDACTED] EMAIL: [REDACTED]		
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA		16C. DATE SIGNED
(Signature of person authorized to sign)				BY: [REDACTED]		06-Oct-2010
				(Signature of Contracting Officer)		

002011

(b)6

(b)1

**SUMMARY OF CHANGES**

**SECTION G - CONTRACT ADMINISTRATION DATA**

**Accounting and Appropriation**

**Summary for the Payment Office**

As a result of this modification, the total funded amount for this document was increased by \$23,000,000.00 from \$1,423,388,769.02 to \$1,446,388,769.02.

**SUBCLIN 0017AA:**

ME: 21 1 2040 5L 5L68 P172419E555L 255Y 4M1J730000 S01021 was increased by \$23,000,000.00 from \$0.00 to \$23,000,000.00

The contract ACRN ME has been added.

(End of Summary of Changes)

002012

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1 CONTRACT ID CODE V	PAGE OF PAGES 1   8
1 AMENDMENT/MODIFICATION NO. 220		3. EFFECTIVE DATE 14-Oct-2010		4. REQUISITION/PURCHASE REQ. NO.	
5. PROJECT NO (If applicable)		7 ADMINISTERED BY (If other than item 6) DCMA RAYTHEON 50 APPLE HILL DRIVE M/S 2FR2 TEWKSBURY MA 01876		CODE S2205A	
ISSUED BY USASMDG/ARSTRAT SMDC-RDC PO BOX 1800 HUNTSVILLE AL 35807-3801		CODE W8113M			
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) RAYTHEON COMPANY 300 LOWELL ST. ANDOVER MA 01810-4400			9A. AMENDMENT OF SOLICITATION NO.		
			9B. DATED (SEE ITEM 11)		
			X 10A. MOD. OF CONTRACT/ORDER NO. DASG60-98-C-0001		
			X 10B. DATED (SEE ITEM 13) 30-Jan-1998		
CODE 05716		FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended.					
<p>Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:</p> <p>(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.</p>					
12. ACCOUNTING AND APPROPRIATION DATA (If required) <b>See Schedule</b>					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).					
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:					
X D. OTHER (Specify type of modification and authority) UNILATERAL: FAR 52.232-22, Limitation of Funds					
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: [REDACTED] To increase incremental funding for SubCLIN 0017AA in the amount of \$40,000,000; to move funds in the amount of \$23,000,000 obligated in Modification F00219 from ACRN ME to ACRN MF in order to correct an error in the accounting classification; and to correct an error in the total funded amount shown in Modification F00219. (b)(6)					
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.					
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)		
[REDACTED]			[REDACTED] (b)(6)		
15B. CONTRACTOR/OFFEROR			15C. DATE SIGNED		16B. UNITED STATES OF AMERICA
[REDACTED]			[REDACTED]		[REDACTED]
(Signature of person authorized to sign)			BY [REDACTED]		16C. DATE SIGNED
			(Signature of Contracting Officer)		14-Oct-2010

002013

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

1. SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by \$40,000,000.00 from \$1,486,992,664.81 to \$1,526,992,664.81.

SUBCLIN 0017AA:

ME: 21 1 2040 5L 5L68 P172419E555L 255Y 4M1J730000 S01021 was decreased by \$23,000,000.00 from \$23,000,000.00 to \$0.00

MF: 21 1 2040 5L 5L68 P172419E555L 255Y 4M1J730000 S01021 4M1J730000/14MJLE/4M5 was increased by \$63,000,000.00 from \$0.00 to \$63,000,000.00\*

The contract ACRN MF has been added.

Target Cost, Target Fee, and Total for the above increase of \$ [REDACTED]\* is distributed as follows and includes an increase in target cost of \$ [REDACTED] (\$ [REDACTED] of cost and \$ [REDACTED] of facilities capital cost of money) and an increase in target incentive fee of [REDACTED] which is [REDACTED] % of target cost less facilities capital cost of money.

Target Cost	[REDACTED]
Target Fee	[REDACTED]
Total	\$63,000,000*

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

IMPLEMENTATION OF AND EXPLANATION OF THE RELATIONSHIP OF THE LIMITATION OF FUNDS (LOF) CLAUSE TO FEE OBLIGATIONS, subparagraph c., is revised to read as follows:

SUBCLIN 0017AA :

	PRIOR	THIS MODIFICATION	CUMULATIVE TOTAL**
(1) Amount Required for Full Funding, Including Fee:	\$1,575,874,550	\$ 0	\$ 1,575,874,550
(2) Amount Allotted Under the LOF Clause for Payment of Costs:	[REDACTED]	[REDACTED]	[REDACTED]
(3) Amount Separately Obligated for Payment of Fee:	[REDACTED]	[REDACTED]	[REDACTED]
(4) Total Amount Allotted and Obligated:	\$ 1,244,914,407	\$63,000,000*	\$ 1,307,914,407
(5) Net Amount Required for Full Funding	\$ 330,960,143	(\$63,000,000)	\$ 267,960,143

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

\*NOTE: This \$63,000,000 increase includes \$23,000,000 that was obligated in Modification P00219 but is moved via this modification from ACRN ME to ACRN MF in order to correct an error in the accounting classification. The increase in the total funded amount via Modification P00220 is \$40,000.

\*\* These figures take into consideration the negotiated total value of SubCLIN 0017AA (This does not include SubCLIN 17AH)

2. The following is an update to Modification P00218 showing a summary of funding by ACRN through Modification P00220:

002014

<u>ACRN</u>	<u>FUNDING</u>
AA	440,100.00
AB	2,298,235.00
AC	17,832,987.00
AD	0.00
AE	7,500,000.00
AF	3,300,000.00
AG	17,192,400.00
AH	700,000.00
AJ	200,000.00
AK	85,000.00
AL	45,000.00
AM	17,045,000.00
AN	5,800.00
AP	20,779,000.00
AQ	105,000.00
AR	35,000.00
AS	0.00
AT	6,984,678.52
AU	7,970,000.00
AV	0.00
AW	100,000.00
AX	3,396,000.00
AY	550,000.00
AZ	19,412,000.00
BA	24,527,878.00
BB	146,000.00
BC	72,000.00
BD	85,000.00
BE	100,000.00
BF	100,000.00
BG	1,975,321.00
BH	38,018,908.00
BJ	7,898,834.79
BK	260,000.00
BL	0.00
BM	125,000.00
BN	103,000.00
BP	10,199,288.50
BU	350,000.00
BV	9,000.00
BW	84,896,852.00
BX	1,146,000.00
BY	3,880,000.00
BZ	190,000.00
KL	118,250.00
KM	192,793,000.00
KN	0.00

002015

KQ	92,811.00
KR	0.00
KS	0.00
KT	386,377,998.00
KU	2,203,183.00
KV	65,000.00
KW	20,000.00
KX	60,000.00
KY	25,000.00
KZ	25,000.00
LA	13,508.00
LB	12,500.00
LC	200,000.00
LD	7,943,648.00
LE	1,173,850.00
LF	10,000.00
LG	62,000.00
LH	400,000.00
LJ	7,476.00
LK	\$281,575,897.00
LL	\$173,798.00
LM	\$1,410,376.00
LN	\$630,061.00
LP	\$83,200.00
LQ	\$235,566.00
LR	\$125,000.00
LS	\$6,069,616.00
LT	\$530,377.00
LU	\$9,100,000.00
LV	\$1,957,265.00
LW	\$255,567.00
LX	\$68,000.00
LY	\$262,714,555.00
LZ	\$1,751,384.00
MA	\$2,982,442.00
MB	\$375,000.00
MC	\$2,283,481.00
MD	\$8,573.00
ME	\$0.00
MF	\$63,000,000.00

3. The following is an update to Modification P00218 showing a summary of funding by CLIN by ACRN through Modification P00220:

<u>CLIN</u>	<u>ACRN</u>	<u>FUNDING AMT</u>	<u>CLIN TOTAL</u>
CLIN 0001	AA	440,100.00	
CLIN 0001	AD	0.00	
			440,100.00

002016

CLIN 0003	AB	2,298,235.00
CLIN 0003	AC	17,832,987.00
CLIN 0003	AD	0.00
CLIN 0003	AE	7,500,000.00
CLIN 0003	AF	3,300,000.00
CLIN 0003	AG	17,192,400.00
CLIN 0003	AH	700,000.00
CLIN 0003	AM	17,045,000.00
CLIN 0003	AN	5,800.00
CLIN 0003	AP	20,779,000.00
CLIN 0003	AS	0.00
CLIN 0003	AT	6,984,678.52
CLIN 0003	AW	100,000.00
CLIN 0003	AY	550,000.00
		<u>94,288,100.52</u>

CLIN 0005	BA	24,527,878.00
CLIN 0005	BB	146,000.00
CLIN 0005	BC	72,000.00
CLIN 0005	BD	85,000.00
CLIN 0005	BE	100,000.00
CLIN 0005	BF	100,000.00
CLIN 0005	BG	1,975,321.00
CLIN 0005	BH	38,018,908.00
CLIN 0005	BL	0.00
CLIN 0005	BZ	0.00
		<u>65,025,107.00</u>

CLIN 0007AA	BP	10,199,288.50
		<u>10,199,288.50</u>

CLIN 0009AA	AQ	45,106.00
CLIN 0009AA	AV	0.00
CLIN 0009AA	BK	256,545.00
CLIN 0009AA	BM	125,000.00
CLIN 0009AA	BN	21,315.00
		<u>447,966.00</u>

CLIN 0009AB	AJ	200,000.00
CLIN 0009AB	AK	85,000.00
CLIN 0009AB	AL	45,000.00
CLIN 0009AB	AQ	59,894.00
CLIN 0009AB	AR	35,000.00
CLIN 0009AB	BK	3,455.00
CLIN 0009AB	BN	81,685.00
CLIN 0009AB	BU	350,000.00

002017

CLIN 0009AB	BV	9,000.00	
			<u>869,034.00</u>
CLIN 0013	AU	7,970,000.00	
CLIN 0013	AX	3,396,000.00	
CLIN 0013	AY	0.00	
CLIN 0013	AZ	19,412,000.00	
CLIN 0013	BJ	7,898,834.79	
			<u>38,676,834.79</u>
CLIN 0017	BW	0.00	
CLIN 0017	KM	0.00	
			<u>0.00</u>
CLIN 0017AA	BY	3,880,000.00	
CLIN 0017AA	BX	1,146,000.00	
CLIN 0017AA	BW	84,896,852.00	
CLIN 0017AA	BZ	0.00	
CLIN 0017AA	KM	192,793,000.00	
CLIN 0017AA	KN	0.00	
CLIN 0017AA	KQ	66,151.00	
CLIN 0017AA	KS	0.00	
CLIN 0017AA	KT	386,204,200.00	
CLIN 0017AA	KU	2,203,183.00	
CLIN 0017AA	KY	0.00	
CLIN 0017AA	LC	200,000.00	
CLIN 0017AA	LD	7,943,648.00	
CLIN 0017AA	LE	0.00	
CLIN 0017AA	LH	400,000.00	
CLIN 0017AA	LJ	7,476.00	
CLIN 0017AA	LK	281,575,897.00	
CLIN 0017AA	LQ	235,566.00	
CLIN 0017AA	LS	6,069,616.00	
CLIN 0017AA	LT	530,377.00	
CLIN 0017AA	LU	\$9,100,000.00	
CLIN 0017AA	LV	\$1,957,265.00	
CLIN 0017AA	LW	\$255,567.00	
CLIN 0017AA	LX	\$68,000.00	
CLIN 0017AA	LY	\$262,714,555.00	
CLIN 0017AA	MB	\$375,000.00	
CLIN 0017AA	MC	\$2,283,481.00	
CLIN 0017AA	MD	\$8,573.00	
CLIN 0017AA	ME	\$0.00	
CLIN 0017AA	MF	\$63,000,000.00	
			<u>1,307,914,407.00</u>

002018

CLIN 0017AB	KL	118,250.00	
			<u>118,250.00</u>
CLIN 0017AC	BZ	190,000.00	
			<u>190,000.00</u>
CLIN 0017AD	KN	0.00	
CLIN 0017AD	KS	0.00	
			<u>0.00</u>
CLIN 0017AE	LL	173,798.00	
			173,798.00
CLIN 0017AH	KT	173,798.00	
			<u>173,798.00</u>
CLIN 0020AA	KN	0.00	
CLIN 0020AA	KQ	26,660.00	
			<u>26,660.00</u>
CLIN 0021AA	KW	0.00	
			<u>0.00</u>
CLIN 0021AB	KV	0.00	
CLIN 0021AB	LB	0.00	
CLIN 0021AB	KX	0.00	
CLIN 0021AB	KY	0.00	
			<u>0.00</u>
CLIN 0021AC	KZ	0.00	
CLIN 0021AC	LA	0.00	
			<u>0.00</u>
CLIN 0022	KW	0.00	
			<u>0.00</u>
CLIN 0023	KX	60,000.00	
CLIN 0023	KY	25,000.00	
CLIN 0023	KV	65,000.00	
CLIN 0023	LB	12,500.00	
CLIN 0023	LF	10,000.00	
CLIN 0023	LR	\$125,000.00	
			<u>297,500.00</u>

002019

CLIN 0024	LA	13,508.00	
CLIN 0024	LG	62,000.00	
CLIN 0024	KZ	25,000.00	
CLIN 0024	KW	20,000.00	
CLIN 0024	LP	83,200.00	
			<u>203,708.00</u>
CLIN 0025	LE	1,173,850.00	
CLIN 0025	LM	1,080,404.00	
CLIN 0025	MA	0.00	
			<u>2,254,254.00</u>
CLIN 0026	LN	630,061.00	
			<u>630,061.00</u>
CLIN 0027	LZ	1,751,384.00	
			<u>1,751,384.00</u>
CLIN 0028	LM	329,972.00	
CLIN 0028	MA	2,982,442.00	
			<u>3,312,414.00</u>

(End of Summary of Changes)

002020

2. AMENDMENT/MODIFICATION NO. <b>00221</b>	3. EFFECTIVE DATE <b>22-Oct-2010</b>	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
ISSUED BY USASMDC/ARSTRAT SMDC-RDC PO BOX 1500 HUNTSVILLE AL 35807-3801	CODE <b>W9113M</b>	7. ADMINISTERED BY (If other than item 6) DCMA RAYTHEON 50 APPLE HILL DRIVE M/S T2FR2 TEWKSBURY MA 01876	CODE <b>S2205A</b>

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) RAYTHEON COMPANY 350 LOWELL ST ANDOVER MA 01810-4400	CODE	05716	FACILITY CODE		9A. AMENDMENT OF SOLICITATION NO.
					9B. DATED (SEE ITEM 11)
					X 10A. MOD. OF CONTRACT/ORDER NO. <b>DASC60-98-C-0001</b>
					X 10B. DATED (SEE ITEM 13) <b>30-Jan-1998</b>

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of offer  is extended,  is not extended.

Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:  
 (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

**12. ACCOUNTING AND APPROPRIATION DATA (If required)**  
**See Schedule**

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X D. OTHER (Specify type of modification and authority) <b>UNILATERAL: FAR 52.232-22, "Limitation of Funds"</b>

E. IMPORTANT: Contractor  is not,  is required to sign this document and return \_\_\_\_\_ copies to the issuing office.

**14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)**  
 Modification Control Number: [REDACTED] (b)(6)  
 To increase incremental funding for CLIN 0028 in the amount of \$6,262,095 and to correct an administrative error in a note of page 2 of Modification F00220. (b)(6)

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

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
	TEL: [REDACTED] EMAIL: [REDACTED] (b)(6) (b)(6)
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED
(Signature of person authorized to sign)	
16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
BY: [REDACTED] (Signature of Contracting Officer)	(b)(6) 22-Oct-2010

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

1. SECTION B - SUPPLIES OR SERVICES AND PRICES

SUBCLIN 002803 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
002803	Funding for CLIN 0028 CPIF FOB: Destination				
				TARGET COST	[REDACTED]
				TARGET FEE	[REDACTED]
				TOTAL TGT COST + FEE	\$6,262,095.00

ACRN MG \$6,262,095.00  
CIN: 00000000000000000000000000000000

2. SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by \$6,262,095.00 from \$1,526,992,664.81 to \$1,533,254,759.81.

SUBCLIN 002803:  
Funding on SUBCLIN 002803 is initiated as follows:

ACRN: MG

CIN: 00000000000000000000000000000000

Acctng Data: 21 1 2040 5L 5L68 P172419E555L 255Y 4M1J730200 S01021 4M1J730200/14MJLE/4M5

Increase: \$6,262,095.00

Total: \$6,262,095.00

Target Cost, Target Fee, and Total for the above increase of \$6,262,095 is distributed as follows and includes a

002022

target cost of [redacted] of cost and [redacted] of facilities capital cost of money) and a target incentive fee of [redacted] which is [redacted] target cost less facilities capital cost of money. (b)(4)

(b)(4)

Target Cost	[redacted]
Target Fee	[redacted]
Total	\$6,262,095

CLIN 0028 :

	<u>PRIOR</u>	<u>THIS</u> <u>MODIFICATION</u>	<u>CUMULATIVE</u> <u>TOTAL</u>
Amount Required for Full Funding, Including			
(1) Fee:	\$17,439,008	\$ 0	\$17,439,008
Amount Allotted Under the LOF Clause for			
(2) Payment of Costs:	[redacted]	[redacted]	[redacted] (b)(4)
Amount Separately Obligated for Payment of			
(3) Fee:	[redacted]	[redacted]	[redacted] (b)(4)
(4) Total Amount Allotted and Obligated:	\$ 3,312,414	\$6,262,095	\$ 9,574,509
(5) Net Amount Required for Full Funding	\$14,126,594	(\$6,262,095)	\$ 7,864,499

The note on page 2 of Modification P00220 is corrected as follows (changes are shown in bold):

\*NOTE: This \$63,000,000 increase includes \$23,000,000 that was obligated in Modification P00219 but is moved via this modification from ACRN ME to ACRN MF in order to correct an error in the accounting classification. The increase in the total funded amount via Modification P00220 is **\$40,000,000**.

3. The following is an update to Modification P00220 showing a summary of funding by ACRN through Modification P00221:

<u>ACRN</u>	<u>FUNDING</u>
AA	440,100.00
AB	2,298,235.00
AC	17,832,987.00
AD	0.00
AE	7,500,000.00
AF	3,300,000.00
AG	17,192,400.00
AH	700,000.00
AJ	200,000.00
AK	85,000.00
AL	45,000.00
AM	17,045,000.00
AN	5,800.00
AP	20,779,000.00

002023

AQ	105,000.00
AR	35,000.00
AS	0.00
AT	6,984,678.52
AU	7,970,000.00
AV	0.00
AW	100,000.00
AX	3,396,000.00
AY	550,000.00
AZ	19,412,000.00
BA	24,527,878.00
BB	146,000.00
BC	72,000.00
BD	85,000.00
BE	100,000.00
BF	100,000.00
BG	1,975,321.00
BH	38,018,908.00
BJ	7,898,834.79
BK	260,000.00
BL	0.00
BM	125,000.00
BN	103,000.00
BP	10,199,288.50
BU	350,000.00
BV	9,000.00
BW	84,896,852.00
BX	1,146,000.00
BY	3,880,000.00
BZ	190,000.00
KL	118,250.00
KM	192,793,000.00
KN	0.00
KQ	92,811.00
KR	0.00
KS	0.00
KT	386,377,998.00
KU	2,203,183.00
KV	65,000.00
KW	20,000.00
KX	60,000.00
KY	25,000.00
KZ	25,000.00
LA	13,508.00
LB	12,500.00
LC	200,000.00
LD	7,943,648.00
LE	1,173,850.00
LF	10,000.00
LG	62,000.00

002024

LH	400,000.00
LJ	7,476.00
LK	\$281,575,897.00
LL	\$173,798.00
LM	\$1,410,376.00
LN	\$630,061.00
LP	\$83,200.00
LQ	\$235,566.00
LR	\$125,000.00
LS	\$6,069,616.00
LT	\$530,377.00
LU	\$9,100,000.00
LV	\$1,957,265.00
LW	\$255,567.00
LX	\$68,000.00
LY	\$262,714,555.00
LZ	\$1,751,384.00
MA	\$2,982,442.00
MB	\$375,000.00
MC	\$2,283,481.00
MD	\$8,573.00
ME	\$0.00
MF	\$63,000,000.00
MG	\$6,262,095.00

4. The following is an update to Modification P00220 showing a summary of funding by CLIN by ACRN through Modification P00221:

<u>CLIN</u>	<u>ACRN</u>	<u>FUNDING AMT</u>	<u>CLIN TOTAL</u>
CLIN 0001	AA	440,100.00	
CLIN 0001	AD	0.00	
			440,100.00
CLIN 0003	AB	2,298,235.00	
CLIN 0003	AC	17,832,987.00	
CLIN 0003	AD	0.00	
CLIN 0003	AE	7,500,000.00	
CLIN 0003	AF	3,300,000.00	
CLIN 0003	AG	17,192,400.00	
CLIN 0003	AH	700,000.00	
CLIN 0003	AM	17,045,000.00	
CLIN 0003	AN	5,800.00	
CLIN 0003	AP	20,779,000.00	
CLIN 0003	AS	0.00	
CLIN 0003	AT	6,984,678.52	
CLIN 0003	AW	100,000.00	
CLIN 0003	AY	550,000.00	

002025

			<u>94,288,100.52</u>
CLIN 0005	BA	24,527,878.00	
CLIN 0005	BB	146,000.00	
CLIN 0005	BC	72,000.00	
CLIN 0005	BD	85,000.00	
CLIN 0005	BE	100,000.00	
CLIN 0005	BF	100,000.00	
CLIN 0005	BG	1,975,321.00	
CLIN 0005	BH	38,018,908.00	
CLIN 0005	BL	0.00	
CLIN 0005	BZ	0.00	
			<u>65,025,107.00</u>
CLIN 0007AA	BP	10,199,288.50	
			<u>10,199,288.50</u>
CLIN 0009AA	AQ	45,106.00	
CLIN 0009AA	AV	0.00	
CLIN 0009AA	BK	256,545.00	
CLIN 0009AA	BM	125,000.00	
CLIN 0009AA	BN	21,315.00	
			<u>447,966.00</u>
CLIN 0009AB	AJ	200,000.00	
CLIN 0009AB	AK	85,000.00	
CLIN 0009AB	AL	45,000.00	
CLIN 0009AB	AQ	59,894.00	
CLIN 0009AB	AR	35,000.00	
CLIN 0009AB	BK	3,455.00	
CLIN 0009AB	BN	81,685.00	
CLIN 0009AB	BU	350,000.00	
CLIN 0009AB	BV	9,000.00	
			<u>869,034.00</u>
CLIN 0013	AU	7,970,000.00	
CLIN 0013	AX	3,396,000.00	
CLIN 0013	AY	0.00	
CLIN 0013	AZ	19,412,000.00	
CLIN 0013	BJ	7,898,834.79	
			<u>38,676,834.79</u>
CLIN 0017	BW	0.00	
CLIN 0017	KM	0.00	
			<u>0.00</u>

002026

CLIN 0017AA	BY	3,880,000.00	
CLIN 0017AA	BX	1,146,000.00	
CLIN 0017AA	BW	84,896,852.00	
CLIN 0017AA	BZ	0.00	
CLIN 0017AA	KM	192,793,000.00	
CLIN 0017AA	KN	0.00	
CLIN 0017AA	KQ	66,151.00	
CLIN 0017AA	KS	0.00	
CLIN 0017AA	KT	386,204,200.00	
CLIN 0017AA	KU	2,203,183.00	
CLIN 0017AA	KY	0.00	
CLIN 0017AA	LC	200,000.00	
CLIN 0017AA	LD	7,943,648.00	
CLIN 0017AA	LE	0.00	
CLIN 0017AA	LH	400,000.00	
CLIN 0017AA	LJ	7,476.00	
CLIN 0017AA	LK	281,575,897.00	
CLIN 0017AA	LQ	235,566.00	
CLIN 0017AA	LS	6,069,616.00	
CLIN 0017AA	LT	530,377.00	
CLIN 0017AA	LU	\$9,100,000.00	
CLIN 0017AA	LV	\$1,957,265.00	<hr/>
CLIN 0017AA	LW	\$255,567.00	<hr/>
CLIN 0017AA	LX	\$68,000.00	<hr/>
CLIN 0017AA	LY	\$262,714,555.00	<hr/>
CLIN 0017AA	MB	\$375,000.00	<hr/>
CLIN 0017AA	MC	\$2,283,481.00	<hr/>
CLIN 0017AA	MD	\$8,573.00	<hr/>
CLIN 0017AA	ME	\$0.00	<hr/>
CLIN 0017AA	MF	\$63,000,000.00	<hr/>
			<hr/>
			<b>1,307,914,407.00</b>
			<hr/>
			<hr/>
CLIN 0017AB	KL	118,250.00	<hr/>
			<b>118,250.00</b>
			<hr/>
CLIN 0017AC	BZ	190,000.00	<hr/>
			<b>190,000.00</b>
			<hr/>
CLIN 0017AD	KN	0.00	<hr/>
CLIN 0017AD	KS	0.00	<hr/>
			<b>0.00</b>
			<hr/>
CLIN 0017AE	LL	173,798.00	

002027

			173,798.00
CLIN 0017AH	KT	173,798.00	<u>173,798.00</u>
			<u>173,798.00</u>
CLIN 0020AA	KN	0.00	
CLIN 0020AA	KQ	26,660.00	
			<u>26,660.00</u>
CLIN 0021AA	KW	0.00	
			<u>0.00</u>
CLIN 0021AB	KV	0.00	
CLIN 0021AB	LB	0.00	
CLIN 0021AB	KX	0.00	
CLIN 0021AB	KY	0.00	
			<u>0.00</u>
CLIN 0021AC	KZ	0.00	
CLIN 0021AC	LA	0.00	
			<u>0.00</u>
CLIN 0022	KW	0.00	
			<u>0.00</u>
CLIN 0023	KX	60,000.00	
CLIN 0023	KY	25,000.00	
CLIN 0023	KV	65,000.00	
CLIN 0023	LB	12,500.00	
CLIN 0023	LF	10,000.00	
CLIN 0023	LR	\$125,000.00	
			<u>297,500.00</u>
CLIN 0024	LA	13,508.00	
CLIN 0024	LG	62,000.00	
CLIN 0024	KZ	25,000.00	
CLIN 0024	KW	20,000.00	
CLIN 0024	LP	83,200.00	
			<u>203,708.00</u>
CLIN 0025	LE	1,173,850.00	
CLIN 0025	LM	1,080,404.00	
CLIN 0025	MA	0.00	
			<u>2,254,254.00</u>

002028

CLIN 0026	LN	630,061.00	<u>630,061.00</u>
CLIN 0027	LZ	1,751,384.00	<u>1,751,384.00</u>
CLIN 0028	LM	329,972.00	
CLIN 0028	MA	2,982,442.00	
CLIN 0028	MG	6,262,095.00	
			<u>9,574,509.00</u>

(End of Summary of Changes)

002029

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>				1. CONTRACT ID CODE <b>V</b>	PAGE OF PAGES <b>1   8</b>
2. AMENDMENT/MODIFICATION NO. <b>0222</b>		3. EFFECTIVE DATE <b>25-Oct-2010</b>		4. REQUISITION/PURCHASE REQ. NO.	
5. PROJECT NO. (If applicable)		ISSUED BY <b>USASMDC/ARSTRAT SMDC-RDC PO BOX 1500 HUNTSVILLE AL 35807-3801</b>		7. ADMINISTERED BY (If other than item 6) <b>DCMARAYTHEON 50 APPLE HILL DRIVE M/S T2FR2 TEWMSBURY MA 01876</b>	
CODE <b>05716</b>		CODE <b>W9113M</b>		CODE <b>S2205A</b>	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) <b>RAYTHEON COMPANY 350 LOWELL ST. ANDOVER MA 01810-4400</b>				9A. AMENDMENT OF SOLICITATION NO.	
				9B. DATED (SEE ITEM 11)	
				X 10A. MOD. OF CONTRACT/ORDER NO. <b>DASG60-98-C-0001</b>	
				X 10B. DATED (SEE ITEM 13) <b>30-Jan-1998</b>	
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA (If required) <b>See Schedule</b>					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).					
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:					
X D. OTHER (Specify type of modification and authority) <b>UNILATERAL: FAR 52.232-22, "Limitation of Funds"</b>					
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number <b>[REDACTED]</b> To increase incremental funding for SubCLIN 0017AA in the amount of \$8,000,000. <span style="float: right;">(b)(6)</span>					
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.					
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)		
[REDACTED]			[REDACTED] EMAIL: [REDACTED] <span style="float: right;">(b)(6)</span>		
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)		15C. DATE SIGNED	16B. UNITED STATES OF AMERICA  BY [REDACTED] (Signature of Contracting Officer)		16C. DATE SIGNED <b>25-Oct-2010</b>

RECEPTION TO SF 30  
APPROVED BY OIRM 11-84

30-105-04  
**002030**

STANDARD FORM 30 (Rev. 10-83)  
Prescribed by GSA  
FAR (48 CFR) 53.243

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

1. SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by \$8,000,000.00 from \$1,533,254,759.81 to \$1,541,254,759.81.

SUBCLIN 0017AA:

MF: 21 1 2040 5L 5L68 P172419E555L 255Y 4M1J730000 S01021 4M1J730000/14MJLE/4M5 was increased by \$8,000,000.00 from \$63,000,000.00 to \$71,000,000.00

Target Cost, Target Fee, and Total for the above increase of \$8,000,000 is distributed as follows and includes an increase in target cost of [REDACTED] ( [REDACTED] of cost and [REDACTED] of facilities capital cost of money) and an increase in target incentive fee of [REDACTED] which is [REDACTED] of target cost less facilities capital cost of money.

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

Target Cost	[REDACTED]
Target Fee	[REDACTED]
Total	\$8,000,000

IMPLEMENTATION OF AND EXPLANATION OF THE RELATIONSHIP OF THE LIMITATION OF FUNDS (LOF) CLAUSE TO FEE OBLIGATIONS, subparagraph c., is revised to read as follows:

SUBCLIN 0017AA :	PRIOR	THIS MODIFICATION	CUMULATIVE TOTAL*
(1) Amount Required for Full Funding, Including Fee:	\$1,575,874,550	\$ 0	\$ 1,575,874,550
(2) Amount Allotted Under the LOF Clause for Payment of Costs:	[REDACTED]	[REDACTED]	[REDACTED]
(3) Amount Separately Obligated for Payment of Fee:	[REDACTED]	[REDACTED]	[REDACTED]
(4) Total Amount Allotted and Obligated:	\$ 1,307,914,407	\$8,000,000	\$ 1,315,914,407
(5) Net Amount Required for Full Funding	\$ 267,960,143	(\$8,000,000)	\$ 259,960,143

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

\* These figures take into consideration the negotiated total value of SubCLIN 0017AA (This does not include SubCLIN 17AH)

2. The following is an update to Modification P00221 showing a summary of funding by ACRN through Modification P00222:

ACRN	FUNDING
AA	440,100.00
AB	2,298,235.00

002031

AC	17,832,987.00
AD	0.00
AE	7,500,000.00
AF	3,300,000.00
AG	17,192,400.00
AH	700,000.00
AJ	200,000.00
AK	85,000.00
AL	45,000.00
AM	17,045,000.00
AN	5,800.00
AP	20,779,000.00
AQ	105,000.00
AR	35,000.00
AS	0.00
AT	6,984,678.52
AU	7,970,000.00
AV	0.00
AW	100,000.00
AX	3,396,000.00
AY	550,000.00
AZ	19,412,000.00
BA	24,527,878.00
BB	146,000.00
BC	72,000.00
BD	85,000.00
BE	100,000.00
BF	100,000.00
BG	1,975,321.00
BH	38,018,908.00
BJ	7,898,834.79
BK	260,000.00
BL	0.00
BM	125,000.00
BN	103,000.00
BP	10,199,288.50
BU	350,000.00
BV	9,000.00
BW	84,896,852.00
BX	1,146,000.00
BY	3,880,000.00
BZ	190,000.00
KL	118,250.00
KM	192,793,000.00
KN	0.00
KQ	92,811.00
KR	0.00
KS	0.00
KT	386,377,998.00
KU	2,203,183.00

002032

KV	65,000.00
KW	20,000.00
KX	60,000.00
KY	25,000.00
KZ	25,000.00
LA	13,508.00
LB	12,500.00
LC	200,000.00
LD	7,943,648.00
LE	1,173,850.00
LF	10,000.00
LG	62,000.00
LH	400,000.00
LJ	7,476.00
LK	\$281,575,897.00
LL	\$173,798.00
LM	\$1,410,376.00
LN	\$630,061.00
LP	\$83,200.00
LQ	\$235,566.00
LR	\$125,000.00
LS	\$6,069,616.00
LT	\$530,377.00
LU	\$9,100,000.00
LV	\$1,957,265.00
LW	\$255,567.00
LX	\$68,000.00
LY	\$262,714,555.00
LZ	\$1,751,384.00
MA	\$2,982,442.00
MB	\$375,000.00
MC	\$2,283,481.00
MD	\$8,573.00
ME	\$0.00
MF	\$71,000,000.00
MG	\$6,262,095.00

3. The following is an update to Modification P00221 showing a summary of funding by CLIN by ACRN through Modification P00222:

<u>CLIN</u>	<u>ACRN</u>	<u>FUNDING AMT</u>	<u>CLIN TOTAL</u>
CLIN 0001	AA	440,100.00	
CLIN 0001	AD	0.00	
			440,100.00
CLIN 0003	AB	2,298,235.00	
CLIN 0003	AC	17,832,987.00	
CLIN 0003	AD	0.00	
CLIN 0003	AE	7,500,000.00	

002033

CLIN 0003	AF	3,300,000.00
CLIN 0003	AG	17,192,400.00
CLIN 0003	AH	700,000.00
CLIN 0003	AM	17,045,000.00
CLIN 0003	AN	5,800.00
CLIN 0003	AP	20,779,000.00
CLIN 0003	AS	0.00
CLIN 0003	AT	6,984,678.52
CLIN 0003	AW	100,000.00
CLIN 0003	AY	550,000.00
		94,288,100.52
CLIN 0005	BA	24,527,878.00
CLIN 0005	BB	146,000.00
CLIN 0005	BC	72,000.00
CLIN 0005	BD	85,000.00
CLIN 0005	BE	100,000.00
CLIN 0005	BF	100,000.00
CLIN 0005	BG	1,975,321.00
CLIN 0005	BH	38,018,908.00
CLIN 0005	BL	0.00
CLIN 0005	BZ	0.00
		65,025,107.00
CLIN 0007AA	BP	10,199,288.50
		10,199,288.50
CLIN 0009AA	AQ	45,106.00
CLIN 0009AA	AV	0.00
CLIN 0009AA	BK	256,545.00
CLIN 0009AA	BM	125,000.00
CLIN 0009AA	BN	21,315.00
		447,966.00
CLIN 0009AB	AJ	200,000.00
CLIN 0009AB	AK	85,000.00
CLIN 0009AB	AL	45,000.00
CLIN 0009AB	AQ	59,894.00
CLIN 0009AB	AR	35,000.00
CLIN 0009AB	BK	3,455.00
CLIN 0009AB	BN	81,685.00
CLIN 0009AB	BU	350,000.00
CLIN 0009AB	BV	9,000.00
		869,034.00
CLIN 0013	AU	7,970,000.00
CLIN 0013	AX	3,396,000.00

002034

CLIN 0013	AY	0.00	
CLIN 0013	AZ	19,412,000.00	
CLIN 0013	BJ	7,898,834.79	
			<u>38,676,834.79</u>
CLIN 0017	BW	0.00	
CLIN 0017	KM	0.00	
			<u>0.00</u>
CLIN 0017AA	BY	3,880,000.00	
CLIN 0017AA	BX	1,146,000.00	
CLIN 0017AA	BW	84,896,852.00	
CLIN 0017AA	BZ	0.00	
CLIN 0017AA	KM	192,793,000.00	
CLIN 0017AA	KN	0.00	
CLIN 0017AA	KQ	66,151.00	
CLIN 0017AA	KS	0.00	
CLIN 0017AA	KT	386,204,200.00	
CLIN 0017AA	KU	2,203,183.00	
CLIN 0017AA	KY	0.00	
CLIN 0017AA	LC	200,000.00	
CLIN 0017AA	LD	7,943,648.00	
CLIN 0017AA	LE	0.00	
CLIN 0017AA	LH	400,000.00	
CLIN 0017AA	LJ	7,476.00	
CLIN 0017AA	LK	281,575,897.00	
CLIN 0017AA	LQ	235,566.00	
CLIN 0017AA	LS	6,069,616.00	
CLIN 0017AA	LT	530,377.00	
CLIN 0017AA	LU	\$9,100,000.00	
CLIN 0017AA	LV	\$1,957,265.00	
CLIN 0017AA	LW	\$255,567.00	
CLIN 0017AA	LX	\$68,000.00	
CLIN 0017AA	LY	\$262,714,555.00	
CLIN 0017AA	MB	\$375,000.00	
CLIN 0017AA	MC	\$2,283,481.00	
CLIN 0017AA	MD	\$8,573.00	
CLIN 0017AA	ME	\$0.00	
CLIN 0017AA	MF	\$71,000,000.00	
			<u>1,315,914,407.00</u>
CLIN 0017AB	KL	118,250.00	
			<u>118,250.00</u>

002035

CLIN 0017AC	BZ	190,000.00	<u>190,000.00</u>
CLIN 0017AD	KN	0.00	
CLIN 0017AD	KS	0.00	<u>0.00</u>
CLIN 0017AE	LL	173,798.00	173,798.00
CLIN 0017AH	KT	173,798.00	<u>173,798.00</u>
CLIN 0020AA	KN	0.00	
CLIN 0020AA	KQ	26,660.00	<u>26,660.00</u>
CLIN 0021AA	KW	0.00	<u>0.00</u>
CLIN 0021AB	KV	0.00	
CLIN 0021AB	LB	0.00	
CLIN 0021AB	KX	0.00	
CLIN 0021AB	KY	0.00	<u>0.00</u>
CLIN 0021AC	KZ	0.00	
CLIN 0021AC	LA	0.00	<u>0.00</u>
CLIN 0022	KW	0.00	<u>0.00</u>
CLIN 0023	KX	60,000.00	
CLIN 0023	KY	25,000.00	
CLIN 0023	KV	65,000.00	
CLIN 0023	LB	12,500.00	
CLIN 0023	LF	10,000.00	
CLIN 0023	LR	\$125,000.00	<u>297,500.00</u>
CLIN 0024	LA	13,508.00	
CLIN 0024	LG	62,000.00	
CLIN 0024	KZ	25,000.00	
CLIN 0024	KW	20,000.00	

002036

CLIN 0024	LP	83,200.00	<u>                    </u>
			<u>203,708.00</u>
CLIN 0025	LE	1,173,850.00	
CLIN 0025	LM	1,080,404.00	<u>                    </u>
CLIN 0025	MA	0.00	<u>                    </u>
			<u>2,254,254.00</u>
CLIN 0026	LN	630,061.00	<u>                    </u>
			<u>630,061.00</u>
CLIN 0027	LZ	1,751,384.00	<u>                    </u>
			<u>1,751,384.00</u>
CLIN 0028	LM	329,972.00	<u>                    </u>
CLIN 0028	MA	2,982,442.00	<u>                    </u>
CLIN 0028	MG	6,262,095.00	<u>                    </u>
			<u>9,574,509.00</u>

(End of Summary of Changes)

002037

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				I. CONTRACT ID CODE	PAGE OF PAGES	
				V	1   11	
2. AMENDMENT/MODIFICATION NO. P00223		3. EFFECTIVE DATE 19-Nov-2010	4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If applicable)	
6. ISSUED BY USASMDC/ARSTRAT SMDC-RDC PO BOX 1800 HUNTSVILLE AL 35807-3801		CODE W9113M	7. ADMINISTERED BY (If other than item 6) DCMA RAYTHEON 80 APPLE HILL DRIVE MS T2FR2 TEWKSBURY MA 01876		CODE S2205A	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) RAYTHEON COMPANY 350 LOWELL ST. ANDOVER MA 01810-4400				9A. AMENDMENT OF SOLICITATION NO.		
				9B. DATED (SEE ITEM 11)		
				X 10A. MOD. OF CONTRACT/ORDER NO. DASG80-98-C-0001		
				X 10B. DATED (SEE ITEM 13) 30-Jan-1998		
CODE 05716		FACILITY CODE				
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS						
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.						
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule						
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.						
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.						
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).						
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.232-22, "Limitation of Funds" and Mutual Agreement						
D. OTHER (Specify type of modification and authority)						
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.						
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: [REDACTED] To increase and fund SubCLIN 00177A in the amount of \$213,390 as settlement of the equitable adjustment proposal submitted by the contractor in response to the government technical directive (TD), dated 12 May 2010. A subsequent technical directive, dated 21 September 2010, supersedes the 12 May 2010 TD and should be utilized to determine the required RF backup capabilities for the [REDACTED] components FTS frequency and tones configuration for [REDACTED] the changes outlined in the 21 September 2010 TD have no cost impact on the proposal submitted by the contractor. Additional incremental funding in the amount of \$9,000,000, unrelated to the settlement of this equitable adjustment, is also provided via this modification. (b)(3)(A) (i) & Title 10 Sec 130 (a)(b)						
Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remain unchanged and in full force and effect.						
15A. NAME AND TITLE OF SIGNER (Type or print)				15A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)		
[REDACTED]				[REDACTED]		
15B. [REDACTED]				TEL: [REDACTED]		
15C. DATE SIGNED 19 NOV 2010		15C. DATE SIGNED		15B. UNITED STATES OF AMERICA [REDACTED]	15C. DATE SIGNED 22 Nov 10 (b)(6)	
[REDACTED] (person authorized to sign)				[REDACTED] (signature of Contracting Officer)		

APPROVED BY OIRM 11-84

30-105-04

STANDARD FORM 30 (Rev. 10-83)  
Prescribed by GSA  
FAR (48 CFR) 53.243

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SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

1. SECTION A - SOLICITATION/CONTRACT FORM

The total cost of this contract was increased by \$213,390.00 from \$1,813,662,997.00 to \$1,813,876,387.00.

622

836

2. SECTION B - SUPPLIES OR SERVICES AND PRICES

SUBCLIN 0017AA

The target cost has increased by [redacted] on \$ [redacted] 0 to \$ [redacted]  
The target profit/fee has increased by [redacted] from \$ [redacted] 00 to [redacted]  
The total cost of this line item has increased by \$213,390.00 from \$1,575,874,550.00 to \$1,576,087,940.00.

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

This includes an increase in target cost of [redacted] consisting of a [redacted] increase in cost and [redacted] increase in facilities capital cost of money, and an increase in target fee of [redacted] which [redacted] of target cost less facilities capital cost of money.

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

B-17. INCENTIVE FEE FOR SUBCLIN 0017AA/CLIN 0018 (SEE H-19):

In accordance with FAR 52.216-7, entitled "Allowable Cost and Payments", and FAR 52.216-10, entitled "Incentive Fee", the total amount for reimbursement of cost and fee for performance under SubCLIN 0017AA/CLIN 0018 are set forth below:

Target Cost [redacted]  
Target Fee [redacted]  
Incentive Arrangement: Maximum Fee: [redacted]  
Minimum Fee: [redacted]

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

(Share Ratio: Government/Contractor)

Underrun: [redacted] for the amount by which the total allowable cost is less than the target cost until maximum fee is attained.

(b)(4)

Overrun: [redacted] the amount by which the total allowable cost exceeds the target cost until minimum fee is attained.

(b)(4)

FAR 52.216-10, INCENTIVE, paragraph (e)(1), is stated as follows:

(e) Fee Payable.

(1) The fee payable under this contract shall be the target fee increased by [redacted] ts for every dollar that the total allowable cost is less than the target cost or decreased by [redacted] ts for every dollar that the total allowable cost exceeds the target cost. In no event shall the fee be greater than [redacted] cent or less than [redacted] cent of the target cost.

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

B-18. TARGET COST, TARGET FEE, MINIMUM INCENTIVE FEE, MAXIMUM INCENTIVE FEE, AND INCENTIVE ARRANGEMENT FOR SUBCLIN 0017AA/CLIN 0018:

SUBCLIN 0017AA - (Two SDD JLENS Systems)

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- a. Target cost: [REDACTED] (b)(4)
- b. Target fee: [REDACTED] (b)(4)
- c. Minimum incentive fee: [REDACTED] (b)(4)
- d. Maximum incentive fee: [REDACTED] (b)(4)
- e. Total target cost and target fee: \$1,576,087,940

3. SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by \$9,213,390.00 from \$1,541,254,759.81 to \$1,550,468,149.81.

SUBCLIN 0017AA:

MF: 21 1 2040 5L 5L68 P172419E555L 255Y 4M1J730000 S01021 4M1J730000/14MJLE/4M5 was increased by \$9,000,000.00 from \$71,000,000.00 to \$80,000,000.00

Target Cost, Target Fee, and Total for the above increase of [REDACTED] is distributed as follows and includes an increase in target cost of [REDACTED] of cost and [REDACTED] of facilities capital cost of money) and an increase in target incentive fee of [REDACTED] which is [REDACTED] of target cost less facilities capital cost of money.

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

Target Cost	[REDACTED]
Target Fee	[REDACTED]
Total	\$9,000,000

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

MH: 21 1 2040 5L 5L68 P172419E555L 255Y 4M1J731000 S01021 4M1J731000/14MJLE/4M5 was increased by \$213,390.00 from \$0.00 to \$213,390.00

The contract ACRN MH has been added.

Target Cost, Target Fee, and Total for the above increase of [REDACTED] is distributed as follows and includes an increase in target cost of [REDACTED] of cost and [REDACTED] of facilities capital cost of money) and an increase in target incentive fee of [REDACTED] which is [REDACTED] of target cost less facilities capital cost of money.

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

Target Cost	[REDACTED]
Target Fee	[REDACTED]
Total	\$213,390

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

IMPLEMENTATION OF AND EXPLANATION OF THE RELATIONSHIP OF THE LIMITATION OF FUNDS (LOF) CLAUSE TO FEE OBLIGATIONS, subparagraph c., is revised to read as follows:

SUBCLIN 0017AA :

	-	THIS	CUMULATIVE
	<u>PRIOR</u>	<u>MODIFICATION</u>	<u>TOTAL*</u>

(1) Amount Required for Full Funding,

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Including Fee:	\$1,575,874,550	\$ 213,390	\$ 1,576,087,940
(2) Amount Allotted Under the LOF Clause for Payment of Costs:	[REDACTED]	[REDACTED]	[REDACTED] (b)(4)
(3) Amount Separately Obligated for Payment of Fee:	[REDACTED]	\$ [REDACTED]	[REDACTED] (b)(4)
(4) Total Amount Allotted and Obligated:	\$ 1,315,914,407	\$9,213,390	\$ 1,325,127,797
(5) Net Amount Required for Full Funding	\$ 259,960,143	(\$9,000,000)	\$ 250,960,143

\* These figures take into consideration the negotiated total value of SubCLIN 0017AA (This does not include SubCLIN 17AH)

4. SECTION H – SPECIAL CONTRACT REQUIREMENTS is changed as follows:

Paragraph H-19, INCENTIVE FEE STRUCTURE AND PAYMENT FOR CLIN 0017. SYSTEM DEVELOPMENT AND DEMONSTRATION (SDD), subparagraphs a. and b., are revised as follows:

a. General.

SubCLIN 0017AA, System Development and Demonstration (SDD), is a cost-plus-incentive-fee (CPIF) Line Item with cost and schedule incentives as described below. Paragraph H-19(b) applies only to the Cost Incentive and Paragraph H-19(c) applies only to the Schedule Incentive. The contract price amount of \$1,576,087,940 includes a target cost of [REDACTED] which includes \$ [REDACTED] cost and [REDACTED] facilities capital cost of money) and a target incentive fee of [REDACTED] which is [REDACTED] target cost less facilities capital cost of money. (b)(4)

b. Cost Incentive.

- (1) The target fee payable under SubCLIN 0017AA is [REDACTED] of the target cost less facilities capital cost of money [REDACTED] an amount equal to [REDACTED] (b)(4)
- (2) The maximum fee payable under SubCLIN 0017AA [REDACTED] the target cost less facilities capital cost of money [REDACTED] an amount equal to [REDACTED] (b)(4)
- (3) The minimum fee payable under SubCLIN 0017AA [REDACTED] the target cost less facilities capital cost of money [REDACTED] amount equal to [REDACTED] (b)(4)
- (4) Fee will be adjusted for actual cost that is less than or more than the target cost stated above using a share ratio of [REDACTED] government / [REDACTED] contractor for actual costs less than the target cost, and a ratio of [REDACTED] government / [REDACTED] contractor for actual costs greater than the target cost range applied according to Paragraph H-19(c)(1). (b)(4)
- (5) Nothing stated in this clause shall take precedence over the clause 52.216-10 - Incentive Fee contained in this contract.

c. Schedule and Performance Incentive.

- (1) A maximum [REDACTED] "flat zone" will be established at the target cost value of [REDACTED] with the conduct of milestones below. The "flat zone" over which the contractor will earn target fee is for eligible costs from [REDACTED] to [REDACTED] once the program milestones set forth below are conducted. (b)(4)
- ( [REDACTED] ) of the maximum benefit of the "flat zone", earned by the conduct of the SDD System Functional Review NLT 2nd Quarter, Fiscal Year 2007. (It is hereby acknowledged by the government that Raytheon completed the requirement for this flat zone and earned the "Flat Zone" schedule incentive of [REDACTED]. Final determination of incentive fee payment utilizing the "Flat Zone" amount will be made at the conclusion of the contract. Reference letter, dated 5 March 2007 from [REDACTED] (b)(4)

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(b) [redacted], [redacted] of the maximum benefit of the "flat zone", earned by the conduct of SDD Orbit Critical Design review NLT 2nd Quarter, Fiscal Year 2009. (It is hereby acknowledged by the government that Raytheon completed the requirement for this flat zone and earned the "Flat Zone" schedule incentive of \$ [redacted] Final determination of incentive fee payment utilizing the "Flat Zone" amount will be made at the conclusion of the contract. Reference letter, dated 12 January 2009, from [redacted]

(b)(4)

(b)(4)

(b)(6)

(2) An additional performance incentive fee pool of [redacted] (maximum) is established and will be awarded to the contractor for meeting performance incentives associated with System Capability Reviews (SCRs) and the Developmental Test (DT)/Limited User Test (LUT) according to the schedule below:

(b)(4)

(a) [redacted] (maximum) earned based on successful conduct of technical performance defined by SCR-1.

(b)(4)

(b) [redacted] (maximum) earned based on successful conduct of technical performance defined by SCR-2.

(b)(4)

(c) [redacted] (maximum) earned based on successful conduct of technical performance defined by SCR-3.

(b)(4)

(d) [redacted] (maximum) earned based on successful conduct of technical performance defined by LUT.

(b)(4)

(e) The specific criteria/evidence and associated percentages related to successful completion of (a) through (d) above are defined in the Section J attachment entitled "Performance Incentive Fee Criteria/Evidence."

(f) Following completion of each milestone in (a) through (d) above, the government will determine the amount of performance incentive fee earned. If it is determined that performance incentive fee is earned, the additional contract value will be added to the total value of the contract at the time the incentive is earned.

(3) For Earned Value and cost reporting purposes, the target cost value of \$1,446,946,473 will be used.

d. Changes issued under FAR 52.243-2, Changes - Cost Reimbursement

In the event of a change issued under FAR 52.243-2, Changes - Cost Reimbursement, it is agreed that changes to the performance and schedule incentive may be considered a part of the equitable adjustment. In the event that any Options to CLIN 0017 are added and exercised, the incentive fee for cost and schedule/performance applicable to the Option will be incorporated in accordance with the incentive fee structure of this provision.

5. The following is an update to Modification P00222 showing a summary of funding by ACRN through Modification P00223:

<u>ACRN</u>	<u>FUNDING</u>
AA	440,100.00
AB	2,298,235.00
AC	17,832,987.00
AD	0.00
AE	7,500,000.00
AF	3,300,000.00
AG	17,192,400.00

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AH	700,000.00
AJ	200,000.00
AK	85,000.00
AL	45,000.00
AM	17,045,000.00
AN	5,800.00
AP	20,779,000.00
AQ	105,000.00
AR	35,000.00
AS	0.00
AT	6,984,678.52
AU	7,970,000.00
AV	0.00
AW	100,000.00
AX	3,396,000.00
AY	550,000.00
AZ	19,412,000.00
BA	24,527,878.00
BB	146,000.00
BC	72,000.00
BD	85,000.00
BE	100,000.00
BF	100,000.00
BG	1,975,321.00
BH	38,018,908.00
BJ	7,898,834.79
BK	260,000.00
BL	0.00
BM	125,000.00
BN	103,000.00
BP	10,199,288.50
BU	350,000.00
BV	9,000.00
BW	84,896,852.00
BX	1,146,000.00
BY	3,880,000.00
BZ	190,000.00
KL	118,250.00
KM	192,793,000.00
KN	0.00
KQ	92,811.00
KR	0.00
KS	0.00
KT	386,377,998.00
KU	2,203,183.00
KV	65,000.00
KW	20,000.00
KX	60,000.00
KY	25,000.00
KZ	25,000.00

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LA	13,508.00
LB	12,500.00
LC	200,000.00
LD	7,943,648.00
LE	1,173,850.00
LF	10,000.00
LG	62,000.00
LH	400,000.00
LJ	7,476.00
LK	\$281,575,897.00
LL	\$173,798.00
LM	\$1,410,376.00
LN	\$630,061.00
LP	\$83,200.00
LQ	\$235,566.00
LR	\$125,000.00
LS	\$6,069,616.00
LT	\$530,377.00
LU	\$9,100,000.00
LV	\$1,957,265.00
LW	\$255,567.00
LX	\$68,000.00
LY	\$262,714,555.00
LZ	\$1,751,384.00
MA	\$2,982,442.00
MB	\$375,000.00
MC	\$2,283,481.00
MD	\$8,573.00
ME	\$0.00
MF	\$80,000,000.00
MG	\$6,262,095.00
MH	\$213,390.00

6. The following is an update to Modification P00222 showing a summary of funding by CLIN by ACRN through Modification P00223:

<u>CLIN</u>	<u>ACRN</u>	<u>FUNDING AMT</u>	<u>CLIN TOTAL</u>
CLIN 0001	AA	440,100.00	
CLIN 0001	AD	0.00	
			440,100.00
CLIN 0003	AB	2,298,235.00	
CLIN 0003	AC	17,832,987.00	
CLIN 0003	AD	0.00	
CLIN 0003	AE	7,500,000.00	
CLIN 0003	AF	3,300,000.00	
CLIN 0003	AG	17,192,400.00	
CLIN 0003	AH	700,000.00	
CLIN 0003	AM	17,045,000.00	

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CLIN 0003	AN	5,800.00	
CLIN 0003	AP	20,779,000.00	
CLIN 0003	AS	0.00	
CLIN 0003	AT	6,984,678.52	
CLIN 0003	AW	100,000.00	
CLIN 0003	AY	550,000.00	
			<u>94,288,100.52</u>
CLIN 0005	BA	24,527,878.00	
CLIN 0005	BB	146,000.00	
CLIN 0005	BC	72,000.00	
CLIN 0005	BD	85,000.00	
CLIN 0005	BE	100,000.00	
CLIN 0005	BF	100,000.00	
CLIN 0005	BG	1,975,321.00	
CLIN 0005	BH	38,018,908.00	
CLIN 0005	BL	0.00	
CLIN 0005	BZ	0.00	
			<u>65,025,107.00</u>
CLIN 0007AA	BP	10,199,288.50	
			<u>10,199,288.50</u>
CLIN 0009AA	AQ	45,106.00	
CLIN 0009AA	AV	0.00	
CLIN 0009AA	BK	256,545.00	
CLIN 0009AA	BM	125,000.00	
CLIN 0009AA	BN	21,315.00	
			<u>447,966.00</u>
CLIN 0009AB	AJ	200,000.00	
CLIN 0009AB	AK	85,000.00	
CLIN 0009AB	AL	45,000.00	
CLIN 0009AB	AQ	59,894.00	
CLIN 0009AB	AR	35,000.00	
CLIN 0009AB	BK	3,455.00	
CLIN 0009AB	BN	81,685.00	
CLIN 0009AB	BU	350,000.00	
CLIN 0009AB	BV	9,000.00	
			<u>869,034.00</u>
CLIN 0013	AU	7,970,000.00	
CLIN 0013	AX	3,396,000.00	
CLIN 0013	AY	0.00	
CLIN 0013	AZ	19,412,000.00	
CLIN 0013	BJ	7,898,834.79	
			<u>38,676,834.79</u>

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CLIN 0017	BW	0.00	
CLIN 0017	KM	0.00	
			<u>0.00</u>
CLIN 0017AA	BY	3,880,000.00	
CLIN 0017AA	BX	1,146,000.00	
CLIN 0017AA	BW	84,896,852.00	
CLIN 0017AA	BZ	0.00	
CLIN 0017AA	KM	192,793,000.00	
CLIN 0017AA	KN	0.00	
CLIN 0017AA	KQ	66,151.00	
CLIN 0017AA	KS	0.00	
CLIN 0017AA	KT	386,204,200.00	
CLIN 0017AA	KU	2,203,183.00	
CLIN 0017AA	KY	0.00	
CLIN 0017AA	LC	200,000.00	
CLIN 0017AA	LD	7,943,648.00	
CLIN 0017AA	LE	0.00	
CLIN 0017AA	LH	400,000.00	
CLIN 0017AA	LJ	7,476.00	
CLIN 0017AA	LK	281,575,897.00	
CLIN 0017AA	LQ	235,566.00	
CLIN 0017AA	LS	6,069,616.00	
CLIN 0017AA	LT	530,377.00	
CLIN 0017AA	LU	\$9,100,000.00	
CLIN 0017AA	LV	\$1,957,265.00	
CLIN 0017AA	LW	\$255,567.00	
CLIN 0017AA	LX	\$68,000.00	
CLIN 0017AA	LY	\$262,714,555.00	
CLIN 0017AA	MB	\$375,000.00	
CLIN 0017AA	MC	\$2,283,481.00	
CLIN 0017AA	MD	\$8,573.00	
CLIN 0017AA	ME	\$0.00	
CLIN 0017AA	MF	\$80,000,000.00	
CLIN 0017AA	MH	\$213,390.00	
			<u>1,325,127,797.00</u>
CLIN 0017AB	KL	118,250.00	
			<u>118,250.00</u>
CLIN 0017AC	BZ	190,000.00	
			<u>190,000.00</u>

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CLIN 0017AD	KN	0.00	
CLIN 0017AD	KS	0.00	
			<u>0.00</u>
CLIN 0017AE	LL	173,798.00	
			173,798.00
CLIN 0017AH	KT	173,798.00	
			<u>173,798.00</u>
CLIN 0020AA	KN	0.00	
CLIN 0020AA	KQ	26,660.00	
			<u>26,660.00</u>
CLIN 0021AA	KW	0.00	
			<u>0.00</u>
CLIN 0021AB	KV	0.00	
CLIN 0021AB	LB	0.00	
CLIN 0021AB	KX	0.00	
CLIN 0021AB	KY	0.00	
			<u>0.00</u>
CLIN 0021AC	KZ	0.00	
CLIN 0021AC	LA	0.00	
			<u>0.00</u>
CLIN 0022	KW	0.00	
			<u>0.00</u>
CLIN 0023	KX	60,000.00	
CLIN 0023	KY	25,000.00	
CLIN 0023	KV	65,000.00	
CLIN 0023	LB	12,500.00	
CLIN 0023	LF	10,000.00	
CLIN 0023	LR	\$125,000.00	
			<u>297,500.00</u>
CLIN 0024	LA	13,508.00	
CLIN 0024	LG	62,000.00	
CLIN 0024	KZ	25,000.00	
CLIN 0024	KW	20,000.00	
CLIN 0024	LP	83,200.00	
			<u>203,708.00</u>

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CLIN 0025	LE	1,173,850.00	
CLIN 0025	LM	1,080,404.00	_____
CLIN 0025	MA	0.00	_____
			<u>2,254,254.00</u>
CLIN 0026	LN	630,061.00	_____
			<u>630,061.00</u>
CLIN 0027	LZ	1,751,384.00	_____
			<u>1,751,384.00</u>
CLIN 0028	LM	329,972.00	_____
CLIN 0028	MA	2,982,442.00	_____
CLIN 0028	MG	6,262,095.00	_____
			<u>9,574,509.00</u>

7. In consideration of the modification agreed to herein as complete equitable adjustment for the Modifying [REDACTED] Frequencies proposal submitted via Raytheon letter JLENS-23414-10-124, dated 21 September 2010, the Contractor hereby releases the Government from any and all liability under this contract for further equitable adjustments attributable to such facts or circumstances giving rise to the proposal for adjustment.

(b)(3)(A)  
(i)&Title 10  
Sec 130 (a)(b)

(End of Summary of Changes)

002048

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE V	PAGE OF PAGES 1   8
AMENDMENT/MODIFICATION NO. 224		3. EFFECTIVE DATE 09-Dec-2010	4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If applicable)
6. ISSUED BY USASMDC/ARSTRAT SMDC-RDC PO BOX 1600 HUNTSVILLE AL 35807-3801		CODE W9113M	7. ADMINISTERED BY (If other than item 6) DCMA RAYTHEON 50 APPLE HILL DRIVE M/S T2FR2 TEWKSBURY MA 01876		CODE S2205A
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) RAYTHEON COMPANY 360 LOWELL ST. ANDOVER MA 01810-4400			9A. AMENDMENT OF SOLICITATION NO.		
			9B. DATED (SEE ITEM 11)		
			X 10A. MOD. OF CONTRACT/ORDER NO. DASC60-98-C-0001		
			X 10B. DATED (SEE ITEM 13) 30-Jan-1998		
CODE 05716		FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA (If required) <b>See Schedule</b>					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).					
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:					
X D. OTHER (Specify type of modification and authority) UNLATERAL: FAR 52.232-22, "Limitation of Funds"					
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: [REDACTED] (b)(6) To increase incremental funding for SubCLIN0017AA in the amount of \$52,500,000.					
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.					
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)		
[REDACTED]			[REDACTED] (b)(6)		
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED	16B. UNITED STATES OF AMERICA		16C. DATE SIGNED
[REDACTED] (Signature of person authorized to sign)			[REDACTED] (Signature of Contracting Officer)		09-Dec-2010

EXCEPTION TO SF 30  
APPROVED BY OIRM 11-84

30-105-04

002049

STANDARD FORM 30 (Rev. 10-83)  
Prescribed by GSA  
FAR (48 CFR) 53.243

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

**SUMMARY OF CHANGES**

**I. SECTION G - CONTRACT ADMINISTRATION DATA**

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by \$52,500,000.00 from \$1,550,468,149.81 to \$1,602,968,149.81.

SUBCLIN 0017AA:

MF: 21 1 2040 5L 5L68 P172419E555L 255Y 4M1J730000 S01021 4M1J730000/14MJLE/4M5 was increased by \$52,500,000.00 from \$80,000,000.00 to \$132,500,000.00

Target Cost, Target Fee, and Total for the above increase of \$52,500,000 is distributed as follows and includes an increase in target cost of [REDACTED] cost and [REDACTED] of facilities capital cost of money) and an increase in target incentive fee [REDACTED] which is [REDACTED] of target cost less facilities capital cost of money.

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

Target Cost	[REDACTED]
Target Fee	[REDACTED]
Total	\$52,500,000

IMPLEMENTATION OF AND EXPLANATION OF THE RELATIONSHIP OF THE LIMITATION OF FUNDS (LOF) CLAUSE TO FEE OBLIGATIONS, subparagraph c., is revised to read as follows:

SUBCLIN 0017AA :

	<u>PRIOR</u>	<u>THIS MODIFICATION</u>	<u>CUMULATIVE TOTAL*</u>
(1) Amount Required for Full Funding, Including Fee:	\$1,576,087,940	\$ 0	\$ 1,576,087,940
(2) Amount Allotted Under the LOF Clause for Payment of Costs:	[REDACTED]	[REDACTED]	[REDACTED]
(3) Amount Separately Obligated for Payment of Fee:	[REDACTED]	[REDACTED]	[REDACTED]
(4) Total Amount Allotted and Obligated:	\$ 1,325,127,797	\$52,500,000	\$ 1,377,627,797
(5) Net Amount Required for Full Funding	\$ 250,960,143	( \$52,500,000)	\$ 198,460,143

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

\* These figures take into consideration the negotiated total value of SubCLIN 0017AA (This does not include SubCLIN 17AH)

2. The following is an update to Modification P00223 showing a summary of funding by ACRN through Modification P00224:

<u>ACRN</u>	<u>FUNDING</u>
AA	440,100.00
AB	2,298,235.00
AC	17,832,987.00

002050

AD	0.00
AE	7,500,000.00
AF	3,300,000.00
AG	17,192,400.00
AH	700,000.00
AJ	200,000.00
AK	85,000.00
AL	45,000.00
AM	17,045,000.00
AN	5,800.00
AP	20,779,000.00
AQ	105,000.00
AR	35,000.00
AS	0.00
AT	6,984,678.52
AU	7,970,000.00
AV	0.00
AW	100,000.00
AX	3,396,000.00
AY	550,000.00
AZ	19,412,000.00
BA	24,527,878.00
BB	146,000.00
BC	72,000.00
BD	85,000.00
BE	100,000.00
BF	100,000.00
BG	1,975,321.00
BH	38,018,908.00
BJ	7,898,834.79
BK	260,000.00
BL	0.00
BM	125,000.00
BN	103,000.00
BP	10,199,288.50
BU	350,000.00
BV	9,000.00
BW	84,896,852.00
BX	1,146,000.00
BY	3,880,000.00
BZ	190,000.00
KL	118,250.00
KM	192,793,000.00
KN	0.00
KQ	92,811.00
KR	0.00
KS	0.00
KT	386,377,998.00
KU	2,203,183.00
KV	65,000.00

002051

KW	20,000.00
KX	60,000.00
KY	25,000.00
KZ	25,000.00
LA	13,508.00
LB	12,500.00
LC	200,000.00
LD	7,943,648.00
LE	1,173,850.00
LF	10,000.00
LG	62,000.00
LH	400,000.00
LJ	7,476.00
LK	\$281,575,897.00
LL	\$173,798.00
LM	\$1,410,376.00
LN	\$630,061.00
LP	\$83,200.00
LQ	\$235,566.00
LR	\$125,000.00
LS	\$6,069,616.00
LT	\$530,377.00
LU	\$9,100,000.00
LV	\$1,957,265.00
LW	\$255,567.00
LX	\$68,000.00
LY	\$262,714,555.00
LZ	\$1,751,384.00
MA	\$2,982,442.00
MB	\$375,000.00
MC	\$2,283,481.00
MD	\$8,573.00
ME	\$0.00
MF	\$132,500,000.00
MG	\$6,262,095.00
MH	\$213,390.00

3. The following is an update to Modification P00223 showing a summary of funding by CLIN by ACRN through Modification P00224:

<u>CLIN</u>	<u>ACRN</u>	<u>FUNDING AMT</u>	<u>CLIN TOTAL</u>
CLIN 0001	AA	440,100.00	
CLIN 0001	AD	0.00	
			440,100.00
CLIN 0003	AB	2,298,235.00	
CLIN 0003	AC	17,832,987.00	
CLIN 0003	AD	0.00	
CLIN 0003	AE	7,500,000.00	

002052

CLIN 0003	AF	3,300,000.00
CLIN 0003	AG	17,192,400.00
CLIN 0003	AH	700,000.00
CLIN 0003	AM	17,045,000.00
CLIN 0003	AN	5,800.00
CLIN 0003	AP	20,779,000.00
CLIN 0003	AS	0.00
CLIN 0003	AT	6,984,678.52
CLIN 0003	AW	100,000.00
CLIN 0003	AY	550,000.00
		<u>94,288,100.52</u>

CLIN 0005	BA	24,527,878.00
CLIN 0005	BB	146,000.00
CLIN 0005	BC	72,000.00
CLIN 0005	BD	85,000.00
CLIN 0005	BE	100,000.00
CLIN 0005	BF	100,000.00
CLIN 0005	BG	1,975,321.00
CLIN 0005	BH	38,018,908.00
CLIN 0005	BL	0.00
CLIN 0005	BZ	0.00
		<u>65,025,107.00</u>

CLIN 0007AA	BP	10,199,288.50
		<u>10,199,288.50</u>

CLIN 0009AA	AQ	45,106.00
CLIN 0009AA	AV	0.00
CLIN 0009AA	BK	256,545.00
CLIN 0009AA	BM	125,000.00
CLIN 0009AA	BN	21,315.00
		<u>447,966.00</u>

CLIN 0009AB	AJ	200,000.00
CLIN 0009AB	AK	85,000.00
CLIN 0009AB	AL	45,000.00
CLIN 0009AB	AQ	59,894.00
CLIN 0009AB	AR	35,000.00
CLIN 0009AB	BK	3,455.00
CLIN 0009AB	BN	81,685.00
CLIN 0009AB	BU	350,000.00
CLIN 0009AB	BV	9,000.00
		<u>869,034.00</u>

CLIN 0013	AU	7,970,000.00
CLIN 0013	AX	3,396,000.00

002053

CLIN 0013	AY	0.00	
CLIN 0013	AZ	19,412,000.00	
CLIN 0013	BJ	7,898,834.79	
			<u>38,676,834.79</u>
CLIN 0017	BW	0.00	
CLIN 0017	KM	0.00	
			<u>0.00</u>
CLIN 0017AA	BY	3,880,000.00	
CLIN 0017AA	BX	1,146,000.00	
CLIN 0017AA	BW	84,896,852.00	
CLIN 0017AA	BZ	0.00	
CLIN 0017AA	KM	192,793,000.00	
CLIN 0017AA	KN	0.00	
CLIN 0017AA	KQ	66,151.00	
CLIN 0017AA	KS	0.00	
CLIN 0017AA	KT	386,204,200.00	
CLIN 0017AA	KU	2,203,183.00	
CLIN 0017AA	KY	0.00	
CLIN 0017AA	LC	200,000.00	
CLIN 0017AA	LD	7,943,648.00	
CLIN 0017AA	LE	0.00	
CLIN 0017AA	LH	400,000.00	
CLIN 0017AA	LJ	7,476.00	
CLIN 0017AA	LK	281,575,897.00	
CLIN 0017AA	LQ	235,566.00	
CLIN 0017AA	LS	6,069,616.00	
CLIN 0017AA	LT	530,377.00	
CLIN 0017AA	LU	\$9,100,000.00	
CLIN 0017AA	LV	\$1,957,265.00	
CLIN 0017AA	LW	\$255,567.00	
CLIN 0017AA	LX	\$68,000.00	
CLIN 0017AA	LY	\$262,714,555.00	
CLIN 0017AA	MB	\$375,000.00	
CLIN 0017AA	MC	\$2,283,481.00	
CLIN 0017AA	MD	\$8,573.00	
CLIN 0017AA	ME	\$0.00	
CLIN 0017AA	MF	\$132,500,000.00	
CLIN 0017AA	MH	\$213,390.00	
			<u>1,377,627,797.00</u>
CLIN 0017AB	KL	118,250.00	

002054

			<u>118,250.00</u>
CLIN 0017AC	BZ	190,000.00	
			<u>190,000.00</u>
CLIN 0017AD	KN	0.00	
CLIN 0017AD	KS	0.00	
			<u>0.00</u>
CLIN 0017AE	LL	173,798.00	
			173,798.00
CLIN 0017AH	KT	173,798.00	
			<u>173,798.00</u>
CLIN 0020AA	KN	0.00	
CLIN 0020AA	KQ	26,660.00	
			<u>26,660.00</u>
CLIN 0021AA	KW	0.00	
			<u>0.00</u>
CLIN 0021AB	KV	0.00	
CLIN 0021AB	LB	0.00	
CLIN 0021AB	KX	0.00	
CLIN 0021AB	KY	0.00	
			<u>0.00</u>
CLIN 0021AC	KZ	0.00	
CLIN 0021AC	LA	0.00	
			<u>0.00</u>
CLIN 0022	KW	0.00	
			<u>0.00</u>
CLIN 0023	KX	60,000.00	
CLIN 0023	KY	25,000.00	
CLIN 0023	KV	65,000.00	
CLIN 0023	LB	12,500.00	
CLIN 0023	LF	10,000.00	
CLIN 0023	LR	\$125,000.00	
			<u>297,500.00</u>
CLIN 0024	LA	13,508.00	
CLIN 0024	LG	62,000.00	
CLIN 0024	KZ	25,000.00	

002055

CLIN 0024	KW	20,000.00	
CLIN 0024	LP	83,200.00	
			<u>203,708.00</u>
CLIN 0025	LE	1,173,850.00	
CLIN 0025	LM	1,080,404.00	
CLIN 0025	MA	0.00	
			<u>2,254,254.00</u>
CLIN 0026	LN	630,061.00	
			<u>630,061.00</u>
CLIN 0027	LZ	1,751,384.00	
			<u>1,751,384.00</u>
CLIN 0028	LM	329,972.00	
CLIN 0028	MA	2,982,442.00	
CLIN 0028	MG	6,262,095.00	
			<u>9,574,509.00</u>

(End of Summary of Changes)

002056

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>				I. CONTRACT ID CODE <b>V</b>	PAGE OF PAGES <b>1   8</b>
2. AMENDMENT/MODIFICATION NO <b>0225</b>		3. EFFECTIVE DATE <b>04-Jan-2011</b>	4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO (If applicable)
ISSUED BY <b>USASMDC/ARSTRAT SMDC-RDC PO BOX 1500 HUNTSVILLE AL 35807-3801</b>		CODE <b>W9113M</b>	7. ADMINISTERED BY (If other than item 6) <b>DCMARAYTHEON 50 APPLE HILL DRIVE M/S T2FR2 TEWKSBURY MA 01876</b>		CODE <b>S2205A</b>
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) <b>RAYTHEON COMPANY 350 LOWELL ST ANDOVER MA 01810-4400</b>				9A. AMENDMENT OF SOLICITATION NO.	
				9B. DATED (SEE ITEM 11)	
				<input checked="" type="checkbox"/> 10A. MOD. OF CONTRACT/ORDER NO. <b>DASG60-98-C-0001</b>	
				<input checked="" type="checkbox"/> 10B. DATED (SEE ITEM 13) <b>30-Jan-1998</b>	
CODE <b>05716</b>		FACILITY CODE			
<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA (If required) <b>See Schedule</b>					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).					
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:					
<input checked="" type="checkbox"/> D. OTHER (Specify type of modification and authority) <b>UNILATERAL: FAR 52.232-22, "Limitation of Funds"</b>					
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: <span style="background-color: black; color: black;">XXXXXXXXXX</span> To increase incremental funding for SubCLIN 0017AA in the amount of \$25,390,000. <span style="float: right;">(b)(6)</span>					
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.					
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)		
<span style="background-color: black; color: black;">XXXXXXXXXX</span>			<span style="background-color: black; color: black;">XXXXXXXXXX</span>		
15B. CONTRACTOR/OFFEROR			15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
 (Signature of person authorized to sign)			 	 <span style="background-color: black; color: black;">XXXXXXXXXX</span>	 <b>04-Jan-2011</b>
			(Signature of Contracting Officer)		

EXCEPTION TO SF 30  
APPROVED BY OIRM 11-84

30-105-04  
**002057**

STANDARD FORM 30 (Rev. 10-83)  
Prescribed by GSA  
FAR (48 CFR) 53.243

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

**SUMMARY OF CHANGES**

SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by \$25,390,000.00 from \$1,602,968,149.81 to \$1,628,358,149.81.

SUBCLIN 0017AA:

LY: 21 0 2040 5L 5L68 P172419E555L 255Y 4M0J730000 S01021 4M0J730000/04MJLE/4M5 was increased by \$390,000.00 from \$262,714,555.00 to \$263,104,555.00

MF: 21 1 2040 5L 5L68 P172419E555L 255Y 4M1J730000 S01021 4M1J730000/14MJLE/4M5 was increased by \$25,000,000.00 from \$132,500,000.00 to \$157,500,000.00

Target Cost, Target Fee, and Total for the above increase of \$25,390,000 is distributed as follows and includes an increase in target cost of [REDACTED] of cost and [REDACTED] of facilities capital cost of money) and an increase in target incentive fee of [REDACTED] which is [REDACTED] of target cost less facilities capital cost of money.

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

Target Cost	[REDACTED]
Target Fee	[REDACTED]
Total	\$25,390,000

IMPLEMENTATION OF AND EXPLANATION OF THE RELATIONSHIP OF THE LIMITATION OF FUNDS (LOF) CLAUSE TO FEE OBLIGATIONS, subparagraph c., is revised to read as follows:

SUBCLIN 0017AA :

	<u>PRIOR</u>	<u>THIS MODIFICATION</u>	<u>CUMULATIVE TOTAL*</u>
(1) Amount Required for Full Funding, Including Fee:	\$1,576,087,940	\$ 0	\$ 1,576,087,940
(2) Amount Allotted Under the LOF Clause for Payment of Costs:	[REDACTED]	[REDACTED]	[REDACTED] (b)(4)
(3) Amount Separately Obligated for Payment of Fee:	[REDACTED]	[REDACTED]	[REDACTED] (b)(4)
(4) Total Amount Allotted and Obligated:	\$ 1,377,627,797	\$25,390,000	\$ 1,403,017,797
(5) Net Amount Required for Full Funding	\$ 198,460,143	(\$25,390,000)	\$ 173,070,143

\* These figures take into consideration the negotiated total value of SubCLIN 0017AA (This does not include SubCLIN 17AH)

2. The following is an update to Modification P00224 showing a summary of funding by ACRN through Modification P00225:

ACRN      FUNDING

002058

AA	440,100.00
AB	2,298,235.00
AC	17,832,987.00
AD	0.00
AE	7,500,000.00
AF	3,300,000.00
AG	17,192,400.00
AH	700,000.00
AJ	200,000.00
AK	85,000.00
AL	45,000.00
AM	17,045,000.00
AN	5,800.00
AP	20,779,000.00
AQ	105,000.00
AR	35,000.00
AS	0.00
AT	6,984,678.52
AU	7,970,000.00
AV	0.00
AW	100,000.00
AX	3,396,000.00
AY	550,000.00
AZ	19,412,000.00
BA	24,527,878.00
BB	146,000.00
BC	72,000.00
BD	85,000.00
BE	100,000.00
BF	100,000.00
BG	1,975,321.00
BH	38,018,908.00
BJ	7,898,834.79
BK	260,000.00
BL	0.00
BM	125,000.00
BN	103,000.00
BP	10,199,288.50
BU	350,000.00
BV	9,000.00
BW	84,896,852.00
BX	1,146,000.00
BY	3,880,000.00
BZ	190,000.00
KL	118,250.00
KM	192,793,000.00
KN	0.00
KQ	92,811.00
KR	0.00
KS	0.00

002059

KT	386,377,998.00
KU	2,203,183.00
KV	65,000.00
KW	20,000.00
KX	60,000.00
KY	25,000.00
KZ	25,000.00
LA	13,508.00
LB	12,500.00
LC	200,000.00
LD	7,943,648.00
LE	1,173,850.00
LF	10,000.00
LG	62,000.00
LH	400,000.00
LJ	7,476.00
LK	\$281,575,897.00
LL	\$173,798.00
LM	\$1,410,376.00
LN	\$630,061.00
LP	\$83,200.00
LQ	\$235,566.00
LR	\$125,000.00
LS	\$6,069,616.00
LT	\$530,377.00
LU	\$9,100,000.00
LV	\$1,957,265.00
LW	\$255,567.00
LX	\$68,000.00
LY	\$263,104,555.00
LZ	\$1,751,384.00
MA	\$2,982,442.00
MB	\$375,000.00
MC	\$2,283,481.00
MD	\$8,573.00
ME	\$0.00
MF	\$157,500,000.00
MG	\$6,262,095.00
MH	\$213,390.00

3. The following is an update to Modification P00224 showing a summary of funding by CLIN by ACRN through Modification P00225:

<u>CLIN</u>	<u>ACRN</u>	<u>FUNDING AMT</u>	<u>CLIN TOTAL</u>
CLIN 0001	AA	440,100.00	
CLIN 0001	AD	0.00	
			440,100.00
CLIN 0003	AB	2,298,235.00	

002060

CLIN 0003	AC	17,832,987.00	
CLIN 0003	AD	0.00	
CLIN 0003	AE	7,500,000.00	
CLIN 0003	AF	3,300,000.00	
CLIN 0003	AG	17,192,400.00	
CLIN 0003	AH	700,000.00	
CLIN 0003	AM	17,045,000.00	
CLIN 0003	AN	5,800.00	
CLIN 0003	AP	20,779,000.00	
CLIN 0003	AS	0.00	
CLIN 0003	AT	6,984,678.52	
CLIN 0003	AW	100,000.00	
CLIN 0003	AY	550,000.00	
			<u>94,288,100.52</u>
CLIN 0005	BA	24,527,878.00	
CLIN 0005	BB	146,000.00	
CLIN 0005	BC	72,000.00	
CLIN 0005	BD	85,000.00	
CLIN 0005	BE	100,000.00	
CLIN 0005	BF	100,000.00	
CLIN 0005	BG	1,975,321.00	
CLIN 0005	BH	38,018,908.00	
CLIN 0005	BL	0.00	
CLIN 0005	BZ	0.00	
			<u>65,025,107.00</u>
CLIN 0007AA	BP	10,199,288.50	
			<u>10,199,288.50</u>
CLIN 0009AA	AQ	45,106.00	
CLIN 0009AA	AV	0.00	
CLIN 0009AA	BK	256,545.00	
CLIN 0009AA	BM	125,000.00	
CLIN 0009AA	BN	21,315.00	
			<u>447,966.00</u>
CLIN 0009AB	AJ	200,000.00	
CLIN 0009AB	AK	85,000.00	
CLIN 0009AB	AL	45,000.00	
CLIN 0009AB	AQ	59,894.00	
CLIN 0009AB	AR	35,000.00	
CLIN 0009AB	BK	3,455.00	
CLIN 0009AB	BN	81,685.00	
CLIN 0009AB	BU	350,000.00	
CLIN 0009AB	BV	9,000.00	
			<u>869,034.00</u>

002061

CLIN 0013	AU	7,970,000.00	
CLIN 0013	AX	3,396,000.00	
CLIN 0013	AY	0.00	
CLIN 0013	AZ	19,412,000.00	
CLIN 0013	BJ	7,898,834.79	
			<u>38,676,834.79</u>
CLIN 0017	BW	0.00	
CLIN 0017	KM	0.00	
			<u>0.00</u>
CLIN 0017AA	BY	3,880,000.00	
CLIN 0017AA	BX	1,146,000.00	
CLIN 0017AA	BW	84,896,852.00	
CLIN 0017AA	BZ	0.00	
CLIN 0017AA	KM	192,793,000.00	
CLIN 0017AA	KN	0.00	
CLIN 0017AA	KQ	66,151.00	
CLIN 0017AA	KS	0.00	
CLIN 0017AA	KT	386,204,200.00	
CLIN 0017AA	KU	2,203,183.00	
CLIN 0017AA	KY	0.00	
CLIN 0017AA	LC	200,000.00	
CLIN 0017AA	LD	7,943,648.00	
CLIN 0017AA	LE	0.00	
CLIN 0017AA	LH	400,000.00	
CLIN 0017AA	LJ	7,476.00	
CLIN 0017AA	LK	281,575,897.00	
CLIN 0017AA	LQ	235,566.00	
CLIN 0017AA	LS	6,069,616.00	
CLIN 0017AA	LT	530,377.00	
CLIN 0017AA	LU	\$9,100,000.00	
CLIN 0017AA	LV	\$1,957,265.00	
CLIN 0017AA	LW	\$255,567.00	
CLIN 0017AA	LX	\$68,000.00	
CLIN 0017AA	LY	<b>\$263,104,555.00</b>	
CLIN 0017AA	MB	\$375,000.00	
CLIN 0017AA	MC	\$2,283,481.00	
CLIN 0017AA	MD	\$8,573.00	
CLIN 0017AA	ME	\$0.00	
CLIN 0017AA	MF	<b>\$157,500,000.00</b>	
CLIN 0017AA	MH	\$213,390.00	
			<u>1,403,017,797.00</u>

002062

CLIN 0017AB	KL	118,250.00	
			<u>118,250.00</u>
CLIN 0017AC	BZ	190,000.00	
			<u>190,000.00</u>
CLIN 0017AD	KN	0.00	
CLIN 0017AD	KS	0.00	
			<u>0.00</u>
CLIN 0017AE	LL	173,798.00	
			173,798.00
CLIN 0017AH	KT	173,798.00	
			<u>173,798.00</u>
CLIN 0020AA	KN	0.00	
CLIN 0020AA	KQ	26,660.00	
			<u>26,660.00</u>
CLIN 0021AA	KW	0.00	
			<u>0.00</u>
CLIN 0021AB	KV	0.00	
CLIN 0021AB	LB	0.00	
CLIN 0021AB	KX	0.00	
CLIN 0021AB	KY	0.00	
			<u>0.00</u>
CLIN 0021AC	KZ	0.00	
CLIN 0021AC	LA	0.00	
			<u>0.00</u>
CLIN 0022	KW	0.00	
			<u>0.00</u>
CLIN 0023	KX	60,000.00	
CLIN 0023	KY	25,000.00	
CLIN 0023	KV	65,000.00	
CLIN 0023	LB	12,500.00	
CLIN 0023	LF	10,000.00	
CLIN 0023	LR	\$125,000.00	
			<u>297,500.00</u>

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CLIN 0024	LA	13,508.00	
CLIN 0024	LG	62,000.00	
CLIN 0024	KZ	25,000.00	
CLIN 0024	KW	20,000.00	
CLIN 0024	LP	83,200.00	
			<u>203,708.00</u>
CLIN 0025	LE	1,173,850.00	
CLIN 0025	LM	1,080,404.00	
CLIN 0025	MA	0.00	
			<u>2,254,254.00</u>
CLIN 0026	LN	630,061.00	
			<u>630,061.00</u>
CLIN 0027	LZ	1,751,384.00	
			<u>1,751,384.00</u>
CLIN 0028	LM	329,972.00	
CLIN 0028	MA	2,982,442.00	
CLIN 0028	MG	6,262,095.00	
			<u>9,574,509.00</u>

(End of Summary of Changes)

002064

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE V	PAGE OF PAGES 1   8
2. AMENDMENT/MODIFICATION NO. 00226	3. EFFECTIVE DATE 13-Jan-2011	4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If applicable)
6. ISSUED BY USASMD/ARSTRAT SMDC-RDC PO BOX 1500 HUNTSVILLE AL 35807-3901	CODE W9113M	7. ADMINISTERED BY (If other than item 6) DCMA RAYTHEON 50 APPLE HILL DRIVE MST2FR2 TEWKSURY MA 01876		CODE S2205A
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) RAYTHEON COMPANY 350 LOWELL ST ANDOVER MA 01810-4400			9A. AMENDMENT OF SOLICITATION NO.	
			9B. DATED (SEE ITEM 11)	
			X 10A. MOD. OF CONTRACT/ORDER NO. DASG80-98-C-0001	
			X 10B. DATED (SEE ITEM 13) 30-Jan-1998	
CODE 05716		FACILITY CODE		
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended.				
<p>Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:</p> <p>(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.</p>				
12. ACCOUNTING AND APPROPRIATION DATA (If required) <b>See Schedule</b>				
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.				
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.				
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).				
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:				
X D. OTHER (Specify type of modification and authority) UNILATERAL: FAR 52.232-22, "Limitation of Funds"				
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.				
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: [REDACTED] (b)(6) To increase incremental funding for SubCLIN 0017AA in the amount of \$37,271,952.				
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.				
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
[REDACTED]			[REDACTED] (b)(6)	
15B. CONTRACTOR/OFFEROR			16B. UNITED STATES OF AMERICA	
[REDACTED] (Signature of person authorized to sign)			[REDACTED] (Signature of Contracting Officer)	
15C. DATE SIGNED		16C. DATE SIGNED		
[REDACTED]		13-Jan-2011		

EXCEPTION TO SF 30  
APPROVED BY OIRM 11-84

30-105-04  
002065

STANDARD FORM 30 (Rev. 10-83)  
Prescribed by GSA  
FAR (48 CFR) 53.243

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

**SUMMARY OF CHANGES**

1. SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by \$37,271,952.00 from \$1,628,358,149.81 to \$1,665,630,101.81.

SUBCLIN 0017AA:

MF: 21 1 2040 5L 5L68 P172419E555L 255Y 4M1J730000 S01021 4M1J730000/14MJLE/4M5 was increased by \$37,271,952.00 from \$157,500,000.00 to \$194,771,952.00

Target Cost, Target Fee, and Total for the above increase of \$37,271,952 is distributed as follows and includes an increase in target cost of [REDACTED] (\$ [REDACTED] of cost and [REDACTED] 18 of facilities capital cost of money) and an increase in target incentive fee of [REDACTED] which is [REDACTED] of target cost less facilities capital cost of money.

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

Target Cost	[REDACTED]
Target Fee	[REDACTED]
Total	\$37,271,952

IMPLEMENTATION OF AND EXPLANATION OF THE RELATIONSHIP OF THE LIMITATION OF FUNDS (LOF) CLAUSE TO FEE OBLIGATIONS, subparagraph c., is revised to read as follows:

SUBCLIN 0017AA :

	<u>PRIOR</u>	<u>THIS MODIFICATION</u>	<u>CUMULATIVE TOTAL*</u>
(1) Amount Required for Full Funding, Including Fee:	\$1,576,087,940	\$ 0	\$ 1,576,087,940
(2) Amount Allotted Under the LOF Clause for Payment of Costs:	[REDACTED]	[REDACTED]	[REDACTED] (b)(4)
(3) Amount Separately Obligated for Payment of Fee:	[REDACTED]	[REDACTED]	[REDACTED] (b)(4)
(4) Total Amount Allotted and Obligated:	\$ 1,403,017,797	\$37,271,952	\$ 1,440,289,749
(5) Net Amount Required for Full Funding	\$ 173,070,143	( \$37,271,952)	\$ 135,798,191

\* These figures take into consideration the negotiated total value of SubCLIN 0017AA (This does not include SubCLIN 17AH)

2. The following is an update to Modification P00225 showing a summary of funding by ACRN through Modification P00226:

<u>ACRN</u>	<u>FUNDING</u>
AA	440,100.00
AB	2,298,235.00
AC	17,832,987.00
AD	0.00

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AE	7,500,000.00
AF	3,300,000.00
AG	17,192,400.00
AH	700,000.00
AJ	200,000.00
AK	85,000.00
AL	45,000.00
AM	17,045,000.00
AN	5,800.00
AP	20,779,000.00
AQ	105,000.00
AR	35,000.00
AS	0.00
AT	6,984,678.52
AU	7,970,000.00
AV	0.00
AW	100,000.00
AX	3,396,000.00
AY	550,000.00
AZ	19,412,000.00
BA	24,527,878.00
BB	146,000.00
BC	72,000.00
BD	85,000.00
BE	100,000.00
BF	100,000.00
BG	1,975,321.00
BH	38,018,908.00
BJ	7,898,834.79
BK	260,000.00
BL	0.00
BM	125,000.00
BN	103,000.00
BP	10,199,288.50
BU	350,000.00
BV	9,000.00
BW	84,896,852.00
BX	1,146,000.00
BY	3,880,000.00
BZ	190,000.00
KL	118,250.00
KM	192,793,000.00
KN	0.00
KQ	92,811.00
KR	0.00
KS	0.00
KT	386,377,998.00
KU	2,203,183.00
KV	65,000.00
KW	20,000.00

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KX	60,000.00
KY	25,000.00
KZ	25,000.00
LA	13,508.00
LB	12,500.00
LC	200,000.00
LD	7,943,648.00
LE	1,173,850.00
LF	10,000.00
LG	62,000.00
LH	400,000.00
LJ	7,476.00
LK	\$281,575,897.00
LL	\$173,798.00
LM	\$1,410,376.00
LN	\$630,061.00
LP	\$83,200.00
LQ	\$235,566.00
LR	\$125,000.00
LS	\$6,069,616.00
LT	\$530,377.00
LU	\$9,100,000.00
LV	\$1,957,265.00
LW	\$255,567.00
LX	\$68,000.00
LY	\$263,104,555.00
LZ	\$1,751,384.00
MA	\$2,982,442.00
MB	\$375,000.00
MC	\$2,283,481.00
MD	\$8,573.00
ME	\$0.00
MF	\$194,771,952.00
MG	\$6,262,095.00
MH	\$213,390.00

3. The following is an update to Modification P00225 showing a summary of funding by CLIN by ACRN through Modification P00226:

<u>CLIN</u>	<u>ACRN</u>	<u>FUNDING AMT</u>	<u>CLIN TOTAL</u>
CLIN 0001	AA	440,100.00	
CLIN 0001	AD	0.00	
			440,100.00
CLIN 0003	AB	2,298,235.00	
CLIN 0003	AC	17,832,987.00	
CLIN 0003	AD	0.00	
CLIN 0003	AE	7,500,000.00	
CLIN 0003	AF	3,300,000.00	

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CLIN 0003	AG	17,192,400.00	
CLIN 0003	AH	700,000.00	
CLIN 0003	AM	17,045,000.00	
CLIN 0003	AN	5,800.00	
CLIN 0003	AP	20,779,000.00	
CLIN 0003	AS	0.00	
CLIN 0003	AT	6,984,678.52	
CLIN 0003	AW	100,000.00	
CLIN 0003	AY	550,000.00	
			<u>94,288,100.52</u>
CLIN 0005	BA	24,527,878.00	
CLIN 0005	BB	146,000.00	
CLIN 0005	BC	72,000.00	
CLIN 0005	BD	85,000.00	
CLIN 0005	BE	100,000.00	
CLIN 0005	BF	100,000.00	
CLIN 0005	BG	1,975,321.00	
CLIN 0005	BH	38,018,908.00	
CLIN 0005	BL	0.00	
CLIN 0005	BZ	0.00	
			<u>65,025,107.00</u>
CLIN 0007AA	BP	10,199,288.50	
			<u>10,199,288.50</u>
CLIN 0009AA	AQ	45,106.00	
CLIN 0009AA	AV	0.00	
CLIN 0009AA	BK	256,545.00	
CLIN 0009AA	BM	125,000.00	
CLIN 0009AA	BN	21,315.00	
			<u>447,966.00</u>
CLIN 0009AB	AJ	200,000.00	
CLIN 0009AB	AK	85,000.00	
CLIN 0009AB	AL	45,000.00	
CLIN 0009AB	AQ	59,894.00	
CLIN 0009AB	AR	35,000.00	
CLIN 0009AB	BK	3,455.00	
CLIN 0009AB	BN	81,685.00	
CLIN 0009AB	BU	350,000.00	
CLIN 0009AB	BV	9,000.00	
			<u>869,034.00</u>
CLIN 0013	AU	7,970,000.00	
CLIN 0013	AX	3,396,000.00	
CLIN 0013	AY	0.00	

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CLIN 0013	AZ	19,412,000.00	
CLIN 0013	BJ	7,898,834.79	
			<u>38,676,834.79</u>
CLIN 0017	BW	0.00	
CLIN 0017	KM	0.00	
			<u>0.00</u>
CLIN 0017AA	BY	3,880,000.00	
CLIN 0017AA	BX	1,146,000.00	
CLIN 0017AA	BW	84,896,852.00	
CLIN 0017AA	BZ	0.00	
CLIN 0017AA	KM	192,793,000.00	
CLIN 0017AA	KN	0.00	
CLIN 0017AA	KQ	66,151.00	
CLIN 0017AA	KS	0.00	
CLIN 0017AA	KT	386,204,200.00	
CLIN 0017AA	KU	2,203,183.00	
CLIN 0017AA	KY	0.00	
CLIN 0017AA	LC	200,000.00	
CLIN 0017AA	LD	7,943,648.00	
CLIN 0017AA	LE	0.00	
CLIN 0017AA	LH	400,000.00	
CLIN 0017AA	LJ	7,476.00	
CLIN 0017AA	LK	281,575,897.00	
CLIN 0017AA	LQ	235,566.00	
CLIN 0017AA	LS	6,069,616.00	
CLIN 0017AA	LT	530,377.00	
CLIN 0017AA	LU	\$9,100,000.00	
CLIN 0017AA	LV	\$1,957,265.00	
CLIN 0017AA	LW	\$255,567.00	
CLIN 0017AA	LX	\$68,000.00	
CLIN 0017AA	LY	\$263,104,555.00	
CLIN 0017AA	MB	\$375,000.00	
CLIN 0017AA	MC	\$2,283,481.00	
CLIN 0017AA	MD	\$8,573.00	
CLIN 0017AA	ME	\$0.00	
CLIN 0017AA	MF	\$194,771,952.00	
CLIN 0017AA	MH	\$213,390.00	
			<u>1,440,289,749.00</u>
CLIN 0017AB	KL	118,250.00	
			<u>118,250.00</u>

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CLIN 0017AC	BZ	190,000.00	
			<u>190,000.00</u>
CLIN 0017AD	KN	0.00	
CLIN 0017AD	KS	0.00	
			<u>0.00</u>
CLIN 0017AE	LL	173,798.00	
			173,798.00
CLIN 0017AH	KT	173,798.00	
			<u>173,798.00</u>
CLIN 0020AA	KN	0.00	
CLIN 0020AA	KQ	26,660.00	
			<u>26,660.00</u>
CLIN 0021AA	KW	0.00	
			<u>0.00</u>
CLIN 0021AB	KV	0.00	
CLIN 0021AB	LB	0.00	
CLIN 0021AB	KX	0.00	
CLIN 0021AB	KY	0.00	
			<u>0.00</u>
CLIN 0021AC	KZ	0.00	
CLIN 0021AC	LA	0.00	
			<u>0.00</u>
CLIN 0022	KW	0.00	
			<u>0.00</u>
CLIN 0023	KX	60,000.00	
CLIN 0023	KY	25,000.00	
CLIN 0023	KV	65,000.00	
CLIN 0023	LB	12,500.00	
CLIN 0023	LF	10,000.00	
CLIN 0023	LR	\$125,000.00	
			<u>297,500.00</u>
CLIN 0024	LA	13,508.00	
CLIN 0024	LG	62,000.00	
CLIN 0024	KZ	25,000.00	
CLIN 0024	KW	20,000.00	

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**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

1. CONTRACT ID CODE  
V

PAGE OF PAGES  
1 | 6

2. AMENDMENT/MODIFICATION NO. P00227

3. EFFECTIVE DATE 27 JAN 11

4. REQUISITION/PURCHASE REQ. NO.

5. PROJECT NO. (If applicable)

6. ISSUED BY CODE W9113M

USASMO/ARSTRAT  
SMOC-RDC  
PO BOX 1500  
HUNTSVILLE AL 35807-3801

7. ADMINISTERED BY (If other than item 6) CODE S2205A

DCMA RAYTHEON  
50 APPLE HILL DRIVE  
MS T8FR2  
TEWKSBURY MA 01876

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)  
RAYTHEON COMPANY  
350 LOWELL ST.  
ANDOVER MA 01810-4400

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

X 10A. MOD. OF CONTRACT/ORDER NO.  
DASG60-98-C-0001

10B. DATED (SEE ITEM 13)  
X 30-Jan-1998

CODE 05716 FACILITY CODE

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of offer  is extended.  is not extended

Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:  
(a) By completing items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

**12. ACCOUNTING AND APPROPRIATION DATA (If required)**

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).

X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 43.103(a)(3), Mutual Agreement

D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor  is not,  is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
Modification Control Number: [REDACTED]

To revise Section H, "Incentive Fee Structure and Payment for CLIN 0017, System Development and Demonstration (SDD)," to document a fee penalty [REDACTED] due to a schedule delay for System Capability Review (SCR) 1 and to revise Section J, "Performance Incentive Fee Criteria/Evidence," to reflect the penalty.

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

15A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

15B. CONTRACTING OFFICER (Signature)

15C. DATE SIGNED 26 JAN 2011

16B. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

16C. DATE SIGNED 27 Jan 11

SECTION SF 30 BLOCK 14 CONTINUATION PAGE  
SUMMARY OF CHANGES

1. SECTION H – SPECIAL CONTRACT REQUIREMENTS is revised as follows:

Paragraph H-19, INCENTIVE FEE STRUCTURE AND PAYMENT FOR CLIN 0017. SYSTEM DEVELOPMENT AND DEMONSTRATION (SDD), subparagraph c (2), is revised as follows:

a. General.

SubCLIN 0017AA, System Development and Demonstration (SDD), is a cost-plus-incentive-fee (CPIF) Line Item with cost and schedule incentives as described below. Paragraph H-19(b) applies only to the Cost Incentive and Paragraph H-19(c) applies only to the Schedule Incentive. The contract price amount of \$1,576,087,940 includes a target cost of [REDACTED] which includes [REDACTED] of cost and [REDACTED] facilities capital cost of money) and a target incentive fee of [REDACTED] which is [REDACTED] of target cost less facilities capital cost of money.

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

b. Cost Incentive.

(1) The target fee payable under SubCLIN 0017AA is [REDACTED] of the target cost less facilities capital cost of money [REDACTED] an amount equal to [REDACTED]

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

(2) The maximum fee payable under SubCLIN 0017AA is [REDACTED] of the target cost less facilities capital cost of money [REDACTED] an amount equal to [REDACTED]

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

(3) The minimum fee payable under SubCLIN 0017AA [REDACTED] of the target cost less facilities capital cost of money [REDACTED] amount equal to [REDACTED]

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

(4) Fee will be adjusted for actual cost that is less than or more than the target cost stated above using a share ratio [REDACTED] Government [REDACTED] Contractor for actual costs less than the target cost, and a ratio of [REDACTED] Government / [REDACTED] Contractor for actual costs greater than the target cost range applied according to Paragraph H-19(c)(1).

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

(5) Nothing stated in this clause shall take precedence over the clause 52.216-10 - Incentive Fee contained in this contract.

c. Schedule and Performance Incentive.

(1) A maximum [REDACTED] "flat zone" will be established at the target cost value of [REDACTED] with the conduct of milestones below. The "flat zone" over which the contractor will earn target fee is for eligible costs from [REDACTED] to [REDACTED] once the program milestones set forth below are conducted.

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

(a) [REDACTED] of the maximum benefit of the "flat zone", earned by the conduct of the SDD System Functional Review NLT 2nd Quarter, Fiscal Year 2007. (It is hereby acknowledged by the government that Raytheon completed the requirement for this flat zone and earned the "Flat Zone" schedule incentive of [REDACTED] Final determination of incentive fee payment utilizing the "Flat Zone" amount will be made at the conclusion of the contract. Reference letter, dated 5 March 2007 from [REDACTED]

(b)(4)  
(b)(6)

(b) [REDACTED] % of the maximum benefit of the "flat zone", earned by the conduct of SDD Orbit Critical Design review NLT 2nd Quarter, Fiscal Year 2009. (It is hereby acknowledged by the government that Raytheon completed the requirement for this flat zone and earned the "Flat Zone" schedule incentive of [REDACTED] Final determination of incentive fee payment utilizing the "Flat Zone" amount will be made at the conclusion of the contract. Reference letter, dated 12 January 2009, from [REDACTED]

(b)(4)  
(b)(6)

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(2) An additional performance incentive fee pool of [REDACTED] (maximum) is established and will be awarded to the contractor for meeting performance incentives associated with System Capability Reviews (SCRs) and the Developmental Test (DT)/Limited User Test (LUT) according to the schedule below:

(b)(4)

(a) [REDACTED] maximum) earned based on successful conduct of technical performance defined by SCR-1.

(b)(4)

(b) [REDACTED] imum) earned based on successful conduct of technical performance defined by SCR-2.

(b)(4)

(c) [REDACTED] maximum) earned based on successful conduct of technical performance defined by SCR-3.

(b)(4)

(d) [REDACTED] maximum) earned based on successful conduct of technical performance defined by LUT.

(b)(4)

(e) The specific criteria/evidence and associated percentages related to successful completion of (a) through (d) above are defined in the Section J attachment entitled "Performance Incentive Fee Criteria/Evidence."

(f) Following completion of each milestone in (a) through (d) above, the government will determine the amount of performance incentive fee earned. If it is determined that performance incentive fee is earned, the additional contract value will be added to the total value of the contract at the time the incentive is earned.

(3) For Earned Value and cost reporting purposes, the target cost value of \$1,446,946,473 will be used.

2. SECTION J - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

The following have been modified:

<u>TITLE</u>	<u>DATE</u>	<u># OF PAGES</u>
Contract Security Classification Specification (DD Form 254), Revision 11 (Added per Modification P00187) (DD Form 254 mailed via US Postal Service)	14 May 09	11
JLENS Software Source Code Specifically Negotiated License, 04 Sep 08 License Number JLENS-SWLA-01 (Added per Modification P00166)		8
<u>CLIN 0017:</u> JLENS System Development and Demonstration (SDD) Program Statement of Work (Revised by Incorporating CSDR Plans dated 20 Febr 2007 in Appendix C per Modification P00136)	30 Nov 06 - Revised 20 Feb 07	37
JLENS System Development and Demonstration (SDD) Program Statement of Work (Added per Modification P00187)	Revised 06 Apr 09	38

002075

JLENS System Development and Demonstration (SDD) Program Statement of Work, Revision 2 (Added per Modification P00207)	Revised 09 Mar 10	36
DTRA Study on UAS Based CBRN Assessment of Post Intercept Events	March 08	1
Contract Data Requirements List (DD Form 1423) Exhibit A with Distribution List & Data Item Nos. B001 through B062 (Replace Data Item Nos. B026 and B027, only Per Modification P00136)	01 Dec 06	63
(Replace Data Item Nos. B048 and B049, only Per Modification P00143 & to add statement in Section A of Modification P00143)	Revised 05 Apr 07	
(Replace Data Item No. B033 only, per Modification P00161)	Revised 24 Oct 07	
	Revised 11 Jul 08	1
Contract Data Requirements List (DD Form 1423) Exhibit A, Data Item Nos. B001 and B014 (Added per Modification P00187)	Revised 07 May 09	2
Contract Data Requirements List (DD Form 1423) Exhibit A, Data Item Nos. B002 through B062 (less B014 ) (Added per Modification P00187)	Revised 20 Mar 09	60

\*Added statement below to address weekends/Holidays: 24 October 07  
(In Mod P00143)

\*Per a mutual agreement between Raytheon and JLENS Product Office all Contract Data Requirements List (CDRL's) (DD Form 1423) are due on the next business day after the required due date if the due date falls on Saturday, Sunday or a Government Holiday. In addition, for any CDRL with a requirement to resubmit within 10 days or less after receipt of comments, where Raytheon receives the comments on a Friday, the timeframe for resubmittal will begin on the next business day. Statement added in Mod P00143 on 24 Oct. 2007.

GFE/GFP/GFS List for SDD	28 Nov 06	2
Replaced with Rev. B List	15 Oct 07	6
**Add items below	Revised 22 Oct 07	
For record-keeping purposes (Per Mod P00143)		
Replaced with Revision C List (Per Modification P00183)	09 Mar 09	12
Replaced with Revision D List (Per Modification P00207)	23 Feb 10	11

\*\*Per the [REDACTED] Raytheon is authorized rent free use on a non-interference use of the equipment listed below for utilization on JLENS Fire Control Radar Prime Contract DASG60-98-C-0001 for the period from 19 April 2007 through 30 September 2011.



002076

[REDACTED]

(b)(3)(A)  
(i)&Title 10  
Sec 130 (a)  
(b)

[REDACTED]

Hereby added in Mod P00148 for tracking purposes:

Originated in Basic Contract:

Government Furnished Equipment - Spiral 1	20 Jun 03	1 List
(Spiral 1 Equipment Transferred to Government	25 Mar 07*	34 pages
Contract DASG60-00-C-0091, DD Form 1149 (attached)	(Revised 21 Nov 07)*	34 pages

Gov't Technical POC: [REDACTED]

(b)(6)

Ship to address:

[REDACTED]

(b)(3)(A)(i)&Title  
10 Sec 130 (a)(b)

\*NOTE: Items 1-1060 transferred to Contract DASG60-00-C-0091 per revised GFE list dated 21 Nov 07. Items 1061 – 1116 GFE items retained on Contract DASG60-98-C-0001 for Spiral 2 per GFE list dated 25 Mar 07.

JLENS Performance Specification, MIS-PRF-55628, Revision A (Added by reference per Modification P00168)	27 Jun 08	136
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Annex A to the JLENS Performance Specification, MIS-PRF-55628, Revision A (Added by reference per Modification P00168)	27 Jun 08	10
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JLENS SDD DD250 Plan (Added per Modification P00207)	11 Dec 09	5
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<b>Performance Incentive Fee Criteria/Evidence (Revised per Modification P00227)</b>	<b>Undated</b>	<b>8</b>
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CLINs 0023 and 00024

JLENS Simulation Support SOW dated 28 January 2008	28 January 2008	2 pages
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[REDACTED]

(b)(3)(A)  
(i)&Title 10 Sec  
130 (a)(b)

Simulation Support Tasks  
(Added per Mod P00160)

CLIN 0025

JLENS Integrated Fire Control Demonstration Program Statement of Work, Revision 5 (Added per Modification P00211)	14 Sep 09	3
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JLENS Integrated Fire Control Demonstration Program Program and Technical Clarification Description, incorporated herein by reference	30 Mar 10	26
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002077

(Added per Modification P00211)

Contract Data Requirements List (DD Form 1423) Exhibit B, Data Items Nos. B001 through B004, with Data Item Descriptions (Added per Modification P00165)	16 Oct 07	19
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Contract Data Requirements List (DD Form 1423), CLIN 0028, Exhibit B, Data Item Nos. B001 through B006 (Added per Modification P00211)	16 Jun 10	6
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CLIN 0027

JLENS System Integration Lab (SIL) Equipment List (Added per Modification P00196)	Undated	6
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Revision to System Integration Lab (SIL) Equipment List (Added per Modification P00217)	02 Aug 10	6
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(End of Summary of Changes)

002078

# Performance Incentive Fee Criteria/Evidence

002079 (b)(4)

[REDACTED]	%	Criteria	Evidence
[REDACTED]	[REDACTED]	SQT/FVTs tied to VSRs ....  SCR Held on Schedule. Delivery of presentation material, meeting minutes, action items and attendees  4 Scenarios sucessfully run in CMDS SIL and matched to contractor SIL results	VIS, VSR, Capability Matrix, Scenario results, Contractor SIL results, Analysis results CDRL B001 and B014  Successful scenario results
[REDACTED]	[REDACTED]	SQT/FVTs tied to VSRs ....  SCR Held on Schedule. Delivery of presentation material, meeting minutes, action items and attendees  4 Scenarios sucessfully run in CMDS SIL and matched to contractor SIL results	VIS, VSR, Capability Matrix, Scenario results, Contractor SIL results, Analysis results CDRL B001 and B014  Successful scenario results
[REDACTED]	[REDACTED]	SQT/FVTs tied to VSRs ....  SCR Held on Schedule. Delivery of presentation material, meeting minutes, action items and attendees  4 Scenarios sucessfully run in CMDS SIL and matched to contractor SIL results	VIS, VSR, Capability Matrix, Scenario results, Contractor SIL results, Analysis results CDRL B001 and B014  Successful scenario results
[REDACTED]	100%	Training material complete and issues resolved prior to start of LUT	Training certificates, hard copies, functional check

# System Capability 1 [REDACTED]

002080 (b)(4)

<p>[REDACTED]</p>	<p>[REDACTED]</p>	<p>1. Applicable Verification Information Sheets (VIS) and Verification Summary Reports (VSRs) for the System and each Prime Item are complete. (5%)</p> <p>2. Valldate through analysis, test or demonstration applicable Orbit-level integrated functionality. (10%)</p> <p>3. Applicable SW builds are integrated and functional in the contractor System Integration Lab (SIL) and approved scenarios have been successfully run in the contractor SIL.(80%)</p> <p>4. Supporting analysis which predicts successful test</p>	<p>1. Applicable VISs* and completed VSRs are received by the JPO NLT 30 days prior to the upcoming SCR. In cases where a completed VSR is not available, the test artifacts will be received by the JPO NLT 30 days prior to the upcoming SCR.</p> <p>2. Capability Matrix Documented showing which requirements are to be deomstrate during the review or test.</p> <p>3a. Scenario results demonstrate the successful implementation of applicable functionality and key requirements related to the upcoming SCR.</p> <p>3b. SIL results received by the JPO.</p> <p>4. Analysis results are complete and received by</p>
<p>[REDACTED]</p>	<p>[REDACTED]</p>	<p>1. SCR is held NLT the contract IMS date IAW CDRL B001 and B014.</p>	<p>SCR presentation material, meeting minutes, action items and attendees.</p>
<p>[REDACTED]</p>	<p>[REDACTED]</p>	<p>1. 4 Scenarios are run the the CMDS SIL and have been successfully matched to scenarios that have been run the the contractor SIL.</p>	<p>1. Scenario results deomnstrate the successful implementation of the simulation scenarios in the CMDS SIL with comparable results to the contractor SIL.</p>

# System Capability 2



002081 (b)(4)

	%	Criteria	Evidence
<p>*</p>		<p>1. Applicable Verification Information Sheets (VIS) and Verification Summary Reports (VSRs) for the System and each Prime Item are complete. (5%)</p> <p>2. Validate through analysis, test or demonstration applicable Orbit-level integrated functionality. (10%)</p> <p>3. Applicable SW builds are integrated and functional in the contractor System Integration Lab (SIL) and approved scenarios have been successfully run in the contractor SIL. (80%)</p> <p>4. Supporting analysis which predicts successful test execution complete. (5%)</p>	<p>1. Applicable VISs* and completed VSRs are received by the JPO NLT 30 days prior to the upcoming SCR. In cases where a completed VSR is not available, the test artifacts will be received by the JPO NLT 30 days prior to the upcoming SCR.</p> <p>2. Capability Matrix Documented showing which requirements are to be demonstrate during the review or test.</p> <p>3a. Scenario results demonstrate the successful implementation of applicable functionality and key requirements related to the upcoming SCR.</p> <p>3b. SIL results received by the JPO.</p> <p>4. Analysis results are complete and received by the JPO NLT 15 days prior to the SCR.</p>
<p>*</p>		<p>1. SCR is held NLT the contract IMS date IAW CDRL B001 and B014.</p>	<p>SCR presentation material, meeting minutes, action items and attendees.</p>
<p>*</p>		<p>1. 4 Scenarios are run the the CMDS SIL and have been successfully matched to scenarios that have been run the the contractor SIL.</p>	<p>1. Scenario results deomnstrate the successful implementation of the simulation scenarios in the CMDS SIL with comparable results to the contractor SIL.</p>

# System Capability 3



002082 (b)(4)

	%	Criteria	Evidence
<p>[Redacted]</p>	<p>[Redacted]</p>	<p>1. Applicable Verification Information Sheets (VIS) and Verification Summary Reports (VSRs) for the System and each Prime Item are complete. (5%)</p> <p>2. Validate through analysis, test or demonstration applicable Orbit-level integrated functionality. (10%)</p> <p>3. Applicable SW builds are integrated and functional in the contractor System Integration Lab (SIL) and approved scenarios have been successfully run in the contractor SIL. (80%)</p> <p>4. Supporting analysis which predicts successful test execution complete. (5%)</p>	<p>1. Applicable VISs* and completed VSRs are received by the JPO NLT 30 days prior to the upcoming SCR. In cases where a completed VSR is not available, the test artifacts will be received by the JPO NLT 30 days prior to the upcoming SCR.</p> <p>2. Capability Matrix Documented showing which requirements are to be demonstrate during the review or test.</p> <p>3a. Scenario results demonstrate the successful implementation of applicable functionality and key requirements related to the upcoming SCR.</p> <p>3b. SIL results received by the JPO.</p> <p>4. Analysis results are complete and received by the JPO NLT 15 days prior to the SCR.</p>
<p>[Redacted]</p>	<p>[Redacted]</p>	<p>1. SCR is held NLT the contract IMS date IAW CDRL B001 and B014.</p>	<p>SCR presentation material, meeting minutes, action items and attendees.</p>
<p>[Redacted]</p>	<p>[Redacted]</p>	<p>1. 4 Scenarios are run the the CMDS SIL and have been successfully matched to scenarios that have been run the the contractor SIL.</p>	<p>1. Scenario results deomnstrate the successful implementation of the simulation scenarios in the CMDS SIL with comparable results to the contractor SIL.</p>

# LUT IFC [REDACTED]

002083 (b)(4)

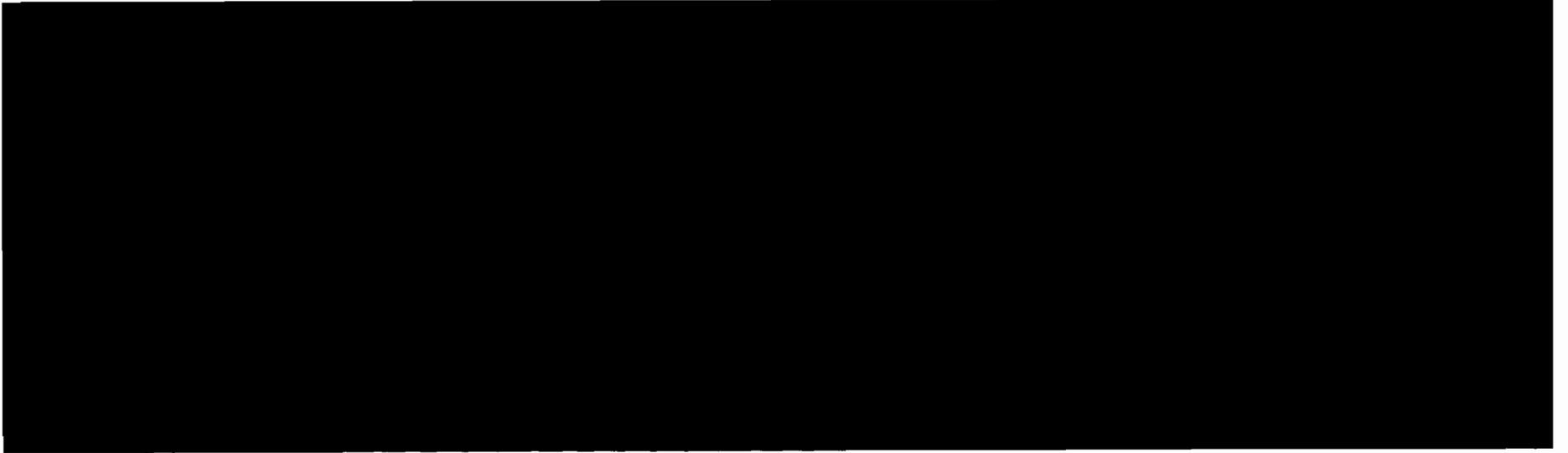
[REDACTED]	%	Criteria	Evidence	Notes
[REDACTED]	[REDACTED]	All scheduled training classes have been conducted	Training certificates issued to Soldiers	
[REDACTED]	[REDACTED]	IETP is in place and operational on the system IAW schedule	Functional check	
[REDACTED]	[REDACTED]	Embedded Training scenario's are generated and the Soldiers have been trained for using them	Functional check	
[REDACTED]	[REDACTED]	An agreed upon list of LRU replacements is in place and the Soldiers have been trained on them	Hard copy of approved list	
[REDACTED]	[REDACTED]	All issues found in the proceeding Force Development Exercise (FDE) have been resolved	FDE After Action Review (AAR) and actions taken to address each issue	

# Applicable SCR VIS Steps

SCR1 Applicable VIS Steps

SCR2 Applicable VIS Steps

SCR3 Applicable VIS Steps



002084

(b)(3)(A)(i)&Title 10 Sec 130  
(a)(b)

(b)(3)(A)(i)&Title 10 Sec 130  
(a)(b)

(b)(3)(A)(i)&Title 10 Sec 130  
(a)(b)

# SIL Comparison

Scenario Name	Description	Status	Associated Mission Number	Associated Mission Name	FCR	SuR	CPG
[Redacted Content]							

002085

(b)(3)(A)(i)&Title 10 Sec 130 (a)(b)

(b)(3)(A)(i)&Title 10 Sec 130 (a)(b)

(b)(3)(A)(i)&Title 10 Sec 130 (a)(b)

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			1. CONTRACT ID CODE <b>V</b>	PAGE OF PAGES 1   8	
2. AMENDMENT/MODIFICATION NO. <b>1228</b>		3. EFFECTIVE DATE <b>11-Feb-2011</b>		4. REQUISITION/PURCHASE REQ. NO.	
5. ISSUED BY USASMDCIARSTRAT SMDC-RDC PO BOX 1500 HUNTSVILLE AL 35807-3801		CODE <b>W9113M</b>	7. ADMINISTERED BY (If other than item 6) DCMA RAYTHEON 50 APPLE HILL DRIVE M/S T2FR2 TEWKSBURY MA 01876		
			CODE	<b>S2205A</b>	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) RAYTHEON COMPANY 350 LOWELL ST ANDOVER MA 01810-4400			9A. AMENDMENT OF SOLICITATION NO.		
			9B. DATED (SEE ITEM 11)		
			<input checked="" type="checkbox"/>	10A. MOD. OF CONTRACT/ORDER NO. <b>DASG60-98-C-0001</b>	
			<input checked="" type="checkbox"/>	10B. DATED (SEE ITEM 13) <b>30-Jan-1998</b>	
CODE <b>05716</b>		FACILITY CODE			
<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA (If required) <b>See Schedule</b>					
<b>13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.</b>					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).					
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:					
<input checked="" type="checkbox"/> D. OTHER (Specify type of modification and authority) <b>UNILATERAL: FAR 52.232-22, "Limitation of Funds"</b>					
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: <span style="background-color: black; color: black;">XXXXXXXXXX</span> To increase incremental funding for SubCLIN 0017AA in the amount of \$732,282.74. <span style="float: right;">(b)(6)</span>					
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.					
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)		
			TEL: <span style="background-color: black; color: black;">XXXXXXXXXX</span> EMAIL: <span style="background-color: black; color: black;">XXXXXXXXXX</span> <span style="float: right;">(b)(6)</span>		
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)		15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY <span style="background-color: black; color: black;">XXXXXXXXXX</span> (Signature of Contracting Officer)	16C. DATE SIGNED <b>11-Feb-2011</b>	

EXCEPTION TO SF 30  
APPROVED BY OIRM 11-84

30-105-04  
**002086**

STANDARD FORM 30 (Rev. 10-83)  
Prescribed by GSA  
FAR (48 CFR) 53.243

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by \$732,282.74 from \$1,665,630,101.81 to \$1,666,362,384.55.

SUBCLIN 0017AA:

LY: 21 0 2040 5L 5L68 P172419E555L 255Y 4M0J730000 S01021 4M0J730000/04MJLE/4M5 was increased by \$732,282.74 from \$263,104,555.00 to \$263,836,837.74

Target Cost, Target Fee, and Total for the above increase of \$732,282.74 is distributed as follows and includes an increase in target cost of \$ [REDACTED] of cost and [REDACTED] facilities capital cost of money) and an increase in target incentive fee of [REDACTED] which [REDACTED] of target cost less facilities capital cost of money.

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

Target Cost	[REDACTED]
Target Fee	[REDACTED]
Total	\$732,282.74

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

IMPLEMENTATION OF AND EXPLANATION OF THE RELATIONSHIP OF THE LIMITATION OF FUNDS (LOF) CLAUSE TO FEE OBLIGATIONS, subparagraph c., is revised to read as follows:

SUBCLIN 0017AA :

	PRIOR	THIS MODIFICATION	CUMULATIVE TOTAL*
(1) Amount Required for Full Funding, Including Fee:	\$1,576,087,940	\$ 0	\$ 1,576,087,940
(2) Amount Allotted Under the LOF Clause for Payment of Costs:	[REDACTED]	[REDACTED]	[REDACTED]
(3) Amount Separately Obligated for Payment of Fee:	[REDACTED]	[REDACTED]	[REDACTED]
(4) Total Amount Allotted and Obligated:	\$ 1,440,289,749	\$732,282.74	\$ 1,441,022,031.74
(5) Net Amount Required for Full Funding	\$ 135,798,191	( \$732,282.74)	\$ 135,065,908.26

(b)(4)

(b)(4)

\* These figures take into consideration the negotiated total value of SubCLIN 0017AA (This does not include SubCLIN 17AH)

2. The following is an update to Modification P00226 showing a summary of funding by ACRN through Modification P00228:

ACRN	FUNDING
AA	440,100.00
AB	2,298,235.00
AC	17,832,987.00

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AD	0.00
AE	7,500,000.00
AF	3,300,000.00
AG	17,192,400.00
AH	700,000.00
AJ	200,000.00
AK	85,000.00
AL	45,000.00
AM	17,045,000.00
AN	5,800.00
AP	20,779,000.00
AQ	105,000.00
AR	35,000.00
AS	0.00
AT	6,984,678.52
AU	7,970,000.00
AV	0.00
AW	100,000.00
AX	3,396,000.00
AY	550,000.00
AZ	19,412,000.00
BA	24,527,878.00
BB	146,000.00
BC	72,000.00
BD	85,000.00
BE	100,000.00
BF	100,000.00
BG	1,975,321.00
BH	38,018,908.00
BJ	7,898,834.79
BK	260,000.00
BL	0.00
BM	125,000.00
BN	103,000.00
BP	10,199,288.50
BU	350,000.00
BV	9,000.00
BW	84,896,852.00
BX	1,146,000.00
BY	3,880,000.00
BZ	190,000.00
KL	118,250.00
KM	192,793,000.00
KN	0.00
KQ	92,811.00
KR	0.00
KS	0.00
KT	386,377,998.00
KU	2,203,183.00
KV	65,000.00

002088

KW	20,000.00
KX	60,000.00
KY	25,000.00
KZ	25,000.00
LA	13,508.00
LB	12,500.00
LC	200,000.00
LD	7,943,648.00
LE	1,173,850.00
LF	10,000.00
LG	62,000.00
LH	400,000.00
LJ	7,476.00
LK	\$281,575,897.00
LL	\$173,798.00
LM	\$1,410,376.00
LN	\$630,061.00
LP	\$83,200.00
LQ	\$235,566.00
LR	\$125,000.00
LS	\$6,069,616.00
LT	\$530,377.00
LU	\$9,100,000.00
LV	\$1,957,265.00
LW	\$255,567.00
LX	\$68,000.00
LY	\$263,836,837.74
LZ	\$1,751,384.00
MA	\$2,982,442.00
MB	\$375,000.00
MC	\$2,283,481.00
MD	\$8,573.00
ME	\$0.00
MF	\$194,771,952.00
MG	\$6,262,095.00
MH	\$213,390.00

3. The following is an update to Modification P00226 showing a summary of funding by CLIN by ACRN through Modification P00228:

<u>CLIN</u>	<u>ACRN</u>	<u>FUNDING AMT</u>	<u>CLIN TOTAL</u>
CLIN 0001	AA	440,100.00	
CLIN 0001	AD	0.00	
			440,100.00
CLIN 0003	AB	2,298,235.00	
CLIN 0003	AC	17,832,987.00	
CLIN 0003	AD	0.00	
CLIN 0003	AE	7,500,000.00	

002089

CLIN 0003	AF	3,300,000.00	
CLIN 0003	AG	17,192,400.00	
CLIN 0003	AH	700,000.00	
CLIN 0003	AM	17,045,000.00	
CLIN 0003	AN	5,800.00	
CLIN 0003	AP	20,779,000.00	
CLIN 0003	AS	0.00	
CLIN 0003	AT	6,984,678.52	
CLIN 0003	AW	100,000.00	
CLIN 0003	AY	550,000.00	
			<u>94,288,100.52</u>

CLIN 0005	BA	24,527,878.00	
CLIN 0005	BB	146,000.00	
CLIN 0005	BC	72,000.00	
CLIN 0005	BD	85,000.00	
CLIN 0005	BE	100,000.00	
CLIN 0005	BF	100,000.00	
CLIN 0005	BG	1,975,321.00	
CLIN 0005	BH	38,018,908.00	
CLIN 0005	BL	0.00	
CLIN 0005	BZ	0.00	
			<u>65,025,107.00</u>

CLIN 0007AA	BP	10,199,288.50	
			<u>10,199,288.50</u>

CLIN 0009AA	AQ	45,106.00	
CLIN 0009AA	AV	0.00	
CLIN 0009AA	BK	256,545.00	
CLIN 0009AA	BM	125,000.00	
CLIN 0009AA	BN	21,315.00	
			<u>447,966.00</u>

CLIN 0009AB	AJ	200,000.00	
CLIN 0009AB	AK	85,000.00	
CLIN 0009AB	AL	45,000.00	
CLIN 0009AB	AQ	59,894.00	
CLIN 0009AB	AR	35,000.00	
CLIN 0009AB	BK	3,455.00	
CLIN 0009AB	BN	81,685.00	
CLIN 0009AB	BU	350,000.00	
CLIN 0009AB	BV	9,000.00	
			<u>869,034.00</u>

CLIN 0013	AU	7,970,000.00	
CLIN 0013	AX	3,396,000.00	

002090



			<u>118,250.00</u>
CLIN 0017AC	BZ	190,000.00	
			<u>190,000.00</u>
CLIN 0017AD	KN	0.00	
CLIN 0017AD	KS	0.00	
			<u>0.00</u>
CLIN 0017AE	LL	173,798.00	
			173,798.00
CLIN 0017AH	KT	173,798.00	
			<u>173,798.00</u>
CLIN 0020AA	KN	0.00	
CLIN 0020AA	KQ	26,660.00	
			<u>26,660.00</u>
CLIN 0021AA	KW	0.00	
			<u>0.00</u>
CLIN 0021AB	KV	0.00	
CLIN 0021AB	LB	0.00	
CLIN 0021AB	KX	0.00	
CLIN 0021AB	KY	0.00	
			<u>0.00</u>
CLIN 0021AC	KZ	0.00	
CLIN 0021AC	LA	0.00	
			<u>0.00</u>
CLIN 0022	KW	0.00	
			<u>0.00</u>
CLIN 0023	KX	60,000.00	
CLIN 0023	KY	25,000.00	
CLIN 0023	KV	65,000.00	
CLIN 0023	LB	12,500.00	
CLIN 0023	LF	10,000.00	
CLIN 0023	LR	\$125,000.00	
			<u>297,500.00</u>
CLIN 0024	LA	13,508.00	
CLIN 0024	LG	62,000.00	
CLIN 0024	KZ	25,000.00	

002092

CLIN 0024	KW	20,000.00	_____
CLIN 0024	LP	83,200.00	_____
			<u>203,708.00</u>
CLIN 0025	LE	1,173,850.00	_____
CLIN 0025	LM	1,080,404.00	_____
CLIN 0025	MA	0.00	_____
			<u>2,254,254.00</u>
CLIN 0026	LN	630,061.00	_____
			<u>630,061.00</u>
CLIN 0027	LZ	1,751,384.00	_____
			<u>1,751,384.00</u>
CLIN 0028	LM	329,972.00	_____
CLIN 0028	MA	2,982,442.00	_____
CLIN 0028	MG	6,262,095.00	_____
			<u>9,574,509.00</u>

(End of Summary of Changes)

002093

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES	
			V	1	5
2. AMENDMENT/MODIFICATION NO. P00229	3. EFFECTIVE DATE 11 MAR 11	4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If applicable)	
6. ISSUED BY USASMDCA/STRAT SMDC-RDC PO BOX 1500 HUNTSVILLE AL 35807-3801	CODE W9113M	7. ADMINISTERED BY (If other than item 6) DCMA RAYTHEON 50 APPLE HILL DRIVE M/S T8FR2 TENNSBURY MA 01876		CODE S2205A	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) RAYTHEON COMPANY 360 LOWELL ST. ANDOVER MA 01810-4400			9A. AMENDMENT OF SOLICITATION NO.		
			9B. DATED (SEE ITEM 11)		
			X	10A. MOD. OF CONTRACT/ORDER NO. DASG60-98-C-0001	
			X	10B. DATED (SEE ITEM 13) 30-Jan-1998	
CODE 05716	FACILITY CODE				
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended.					
<p>Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:</p> <p>(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.</p>					
12. ACCOUNTING AND APPROPRIATION DATA (If required)					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).					
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 43.103(a)(3), Mutual Agreement					
D. OTHER (Specify type of modification and authority)					
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: [REDACTED] The purpose of this modification is to revise Section J, List of Documents, Exhibits and Other Attachments, to incorporate three (3) no cost Engineering Change Proposals (ECPs). The parties agree that incorporation of these ECPs will not result in a change to the contract terms and conditions or the total contract cost.					
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.					
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)		
[REDACTED]			[REDACTED]		
15B. [REDACTED]		15C. DATE SIGNED 10 MAR 2011	16B. [REDACTED]		16C. DATE SIGNED 11 Mar 11
[REDACTED]		(Signature of Contracting Officer)	[REDACTED]		[REDACTED]

(b)(6)

(b)(6)

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION J - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

The following have been modified:

<u>TITLE</u>	<u>DATE</u>	<u># OF PAGES</u>
Contract Security Classification Specification (DD Form 254), Revision 11 (Added per Modification P00187) (DD Form 254 mailed via US Postal Service)	14 May 09	11
JLENS Software Source Code Specifically Negotiated License, 04 Sep 08 License Number JLENS-SWLA-01 (Added per Modification P00166)		8
<u>CLIN 0017:</u> JLENS System Development and Demonstration (SDD) Program Statement of Work (Revised by Incorporating CSDR Plans dated 20 Febr 2007 in Appendix C per Modification P00136)	30 Nov 06 - Revised 20 Feb 07	37
JLENS System Development and Demonstration (SDD) Program Statement of Work (Added per Modification P00187)	Revised 06 Apr 09	38
JLENS System Development and Demonstration (SDD) Program Statement of Work, Revision 2 (Added per Modification P00207)	Revised 09 Mar 10	36
[REDACTED]		
Contract Data Requirements List (DD Form 1423) Exhibit A with Distribution List & Data Item Nos. B001 through B062 (Replace Data Item Nos. B026 and B027, only Per Modification P00136) (Replace Data Item Nos. B048 and B049, only Per Modification P00143 & to add statement in Section A of Modification P00143) (Replace Data Item No. B033 only, per Modification P00161)	01 Dec 06  Revised 05 Apr 07  Revised 24 Oct 07  Revised 11 Jul 08	63     1
Contract Data Requirements List (DD Form 1423) Exhibit A, Data Item Nos. B001 and B014 (Added per Modification P00187)	Revised 07 May 09	2
Contract Data Requirements List (DD Form 1423) Exhibit A, Data Item Nos. B002 through B062 (less B014 ) (Added per Modification P00187)	Revised 20 Mar 09	60

(b)(3)(A)  
(i)&Title 10 Sec  
130 (a)(b)

002095

\*Added statement below to address weekends/Holidays:  
(In Mod P00143)

24 October 07

\*Per a mutual agreement between Raytheon and JLENS Product Office all Contract Data Requirements List (CDRL's) (DD Form 1423) are due on the next business day after the required due date if the due date falls on Saturday, Sunday or a Government Holiday. In addition, for any CDRL with a requirement to resubmit within 10 days or less after receipt of comments, where Raytheon receives the comments on a Friday, the timeframe for resubmittal will begin on the next business day. Statement added in Mod P00143 on 24 Oct. 2007.

GFE/GFP/GFS List for SDD	28 Nov 06	2
Replaced with Rev. B List	15 Oct 07	6
**Add items below	Revised 22 Oct 07	
For record-keeping purposes (Per Mod P00143)		
Replaced with Revision C List (Per Modification P00183)	09 Mar 09	12
Replaced with Revision D List (Per Modification P00207)	23 Feb 10	11

(b)(3)(A)

\*\*Per the [redacted] Raytheon is authorized rent free use on a non-interference use of the equipment listed below for utilization on JLENS Fire Control Radar Prime Contract DASG60-98-C-0001 for the period from 19 April 2007 through 30 September 2011.

[redacted]

(b)(3)(A)  
(i)&Title 10  
130 (a)(b)

[redacted]

(b)(3)(A)  
(i)&Title  
10 Sec 130  
(a)(b)

[redacted]

Hereby added in Mod P00148 for tracking purposes:

Originated in Basic Contract:

Government Furnished Equipment - Spiral 1	20 Jun 03	1 List
(Spiral 1 Equipment Transferred to Government	25 Mar 07*	34 pages
Contract DASG60-00-C-0091, DD Form 1149 (attached)	(Revised 21 Nov 07)*	34 pages

Gov't Technical POC: [redacted]

Ship to address:

(b)(6)

[redacted]

(b)(3)(A)(i)&Title 10 Sec  
130 (a)(b)

\*NOTE: Items 1-1060 transferred to Contract DASG60-00-C-0091 per revised GFE list dated 21 Nov 07. Items 1061 - 1116 GFE items retained on Contract DASG60-98-C-0001 for Spiral 2 per GFE list dated 25 Mar 07.

JLENS Performance Specification, MIS-PRF-55628, Revision A (Added by reference per Modification P00168)	27 Jun 08	136
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002096

Annex A to the JLENS Performance Specification, MIS-PRF-55628, Revision A (Added by reference per Modification P00168)	27 Jun 08	10	
JLENS SDD DD250 Plan (Added per Modification P00207)	11 Dec 09	5	
Performance Incentive Fee Criteria/Evidence (Revised per Modification P00227)	Undated	8	
Engineering Change Proposal (ECP) MI-N3893, Revision 2, CDRL B039-005b	15 Nov 10	15	
Engineering Change Proposal (ECP) MI-N3894, CDRL B039-006	18 Aug 10	16	
Engineering Change Proposal (ECP) MI-N3895, CDRL B039-007	28 Sep 10	50	
<u>CLINs 0023 and 00024</u> JLENS Simulation Support SOW dated 28 January 2008 [REDACTED] Simulation Support Tasks (Added per Mod P00160)	28 January 2008	2 pages	(b)(3)(A) (i)&Title 10 Sec 130 (a)(b)
<u>CLIN 0025</u> JLENS Integrated Fire Control Demonstration Program Statement of Work, Revision 5 (Added per Modification P00211)	14 Sep 09	3	
JLENS Integrated Fire Control Demonstration Program Program and Technical Clarification Description, incorporated herein by reference (Added per Modification P00211)	30 Mar 10	26	
Contract Data Requirements List (DD Form 1423) Exhibit B, Data Items Nos. B001 through B004, with Data Item Descriptions (Added per Modification P00165)	16 Oct 07	19	
Contract Data Requirements List (DD Form 1423), CLIN 0028, Exhibit B, Data Item Nos. B001 through B006 (Added per Modification P00211)	16 Jun 10	6	
<u>CLIN 0027</u> JLENS System Integration Lab (SIL) Equipment List (Added per Modification P00196)	Undated	6	
Revision to System Integration Lab (SIL)	02 Aug 10	6	

002097

Equipment List  
(Added per Modification P00217)

(End of Summary of Changes)

002098



CAGE Code 05716  
November 15, 2010  
ECP MI-N3893 Rev. R2

**Raytheon**



(b)(4)

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002099

[Redacted]

CAGE Code 06718  
November 15, 2010  
ECP MI-N 3893 Rev. R2

[Redacted]

Authorized By	
[Redacted]	[Redacted]

(b)(6)

(b)(6)

(b)(6)

(b)(4)

[Redacted]

002100

[Redacted]

CAGE Code 05716  
November 15, 2010  
ECP MI-N3893 Rev. A2

Approval Signatures

[Redacted]  
[Redacted]

[Redacted]

11/15/10

Name

Date

(b)(6)

[Redacted]  
[Redacted]

[Redacted]

11/15/10

Name

Date

(b)(6)

[Redacted]  
[Redacted]

[Redacted]

11/11/10

Name

Date

(b)(6)

[Redacted]  
[Redacted]

[Redacted]

11/15/2010

Name

Date

(b)(6)

[Redacted]  
[Redacted]

[Redacted]

11/16/10

Name

Date

(b)(6)

[Redacted]

002101



CAGE Code 06716  
November 15, 2010  
ECP MI-N3893 Rev. R2

Table of Contents

PAGE	DESCRIPTION
1	ECP MI-N3893 Rev. R2 for H377785 CPG PIDS Rev. K



002102

ENGINEERING CHANGE PROPOSAL (ECP), PAGE 1				1. DATE (YYMMDD) 100909		FORM APPROVED CAGE NO. 05716-0109	
<p>Please refer to the instructions for the collection of information in the ECP Form 1 for all systems, including the use for requesting information, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to the Department of Defense, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503.</p> <p><b>PLEASE DO NOT RETURN YOUR COMPLETED FORM TO EITHER OF THESE ADDRESSES, RETURN COMPLETED FORM TO THE GOVERNMENT ISSUING CONTRACTING OFFICER FOR THE CONTRACT / PROCUREMENT ACTIVITY NUMBER LISTED IN ITEM 2 OF THIS FORM.</b></p>						2. PROCUREMENT ACTIVITY NO.	
3. ORIGINATOR						4. DONOR	
a. TYPED NAME (Last, Middle Initial, First)		b. ADDRESS (Street, City, State, Zip Code)		5. CLASS OF ECP		6. PRIORITY	
[REDACTED]		850 Lower Street Andover, MA 01810		Class 1		Urgent	
7. ECP INFORMATION				8. BASELINE AFFECTED			
a. MODEL/TYPE		c. SYSTEM IDENTIFICATION		9. FUNCTIONAL ALLOCATED		10. PRODUCTION	
[REDACTED]		CPE PIDS		X		[ ]	
11. ECP NO. 05716			12. TYPE [ ]	13. REV. 02	14. OTHER SYSTEMS/COMPONENTS AFFECTED		
15. SPECIFICATIONS AFFECTED				16. DRAWINGS AFFECTED			
ECP NO.		ECP TITLE	REV.	EDN	CAGE Code	NUMBER	REV.
a. SYSTEM		40858	HS77785	K	1		
b. DEVELOPMENT							
c. PRODUCTION							
18. TITLE OF CHANGE CPE PIDS Rev. K Updates for Hazard Log Cross References and Build 38 FVT Traceability							
19. CONTRACT NO. AND LINE ITEM DAG 050-00-C-0001 CLN-016				20. PROCUREMENT CONTRACTING OFFICER		21. TELEPHONE NO.	
				a. NAME (Last, Middle, First) [REDACTED]		22-655-0558	
				b. CODE [REDACTED]			
23. COOPERATION WITH COMMUNICATOR JLENS COMMUNICATION AND PROCESSING (JCP) PRIME (EM 8) FVT DPMRY SPECIFICATION (P) [REDACTED]							
24. ALL OTHER LEVELS (N/A) [REDACTED]							
25. COMMUNICATOR		26. PART NO.		27. ITEM		28. IN PRODUCTION	
Mission Operation SPS		[REDACTED]		[REDACTED]		[ ] [X] [ ]	
29. REASON FOR CHANGE CPE PIDS Rev. K Updates for Hazard Log Cross References and Build 38 FVT Traceability							
30. NEED FOR CHANGE Updates needed for Hazard Log Cross References and Build 38 FVT Traceability							
31. PRODUCTION EFFICIENCY BY BOMB ROUNDS NA				32. EFFECT ON PRODUCTION DELIVERY SCHEDULE None			
33. RETROFIT							
34. RECOMMENDED RETROFIT EFFICIENCY NA				35. SUBVEHICLE CLASS AFFECTED NA			
36. ESTIMATED BOM DELIVERY SCHEDULE NA				37. LOCATIONS OR BOM PART NUMBER AFFECTED NA			
38. ESTIMATED COST SAVINGS UNDER CONTRACT None				39. ESTIMATED BOM TOTAL COST SAVINGS None			
40. SUBMITTING OFFICE							
41. AUTHORITY OF PROPOSAL							
42. CLASS I		43. CLASS II		44. CLASS III		45. CLASS IV	
[ ]		[ ]		[ ]		[ ]	
46. GOVERNMENT ACTIVITY				47. SIGNATURE		48. DATE SIGNED (YYMMDD)	
[ ]				[REDACTED]		101217	
49. APPROVAL		50. GOVERNMENT ACTIVITY		51. SIGNATURE		52. DATE SIGNED (YYMMDD)	
[X] APPROVED		CMDS Project Office		[REDACTED]		101217	
[ ] DISAPPROVED		[REDACTED]		[REDACTED]		[REDACTED]	

(b)(6)

(b)(6)

(b)(6)



002103

**ENGINEERING CHANGE PROPOSAL (ECP), PAGE 2**

Form Approved  
 OMB No. 0704-0188

Please Report Issues to the Director of Information Systems at average 2 hours per day, including the time for investigation, analysis, reporting and other actions, gathering and reporting the data needed, and comparing and reviewing the collection of information. Send comments regarding this DODM estimate or any other aspect of the collection information, including suggestions for reducing the burden to Washington Headquarters Service, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302 and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188) Washington, DC 20503.

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ECP NUMBER M-N3893

**EFFECTS ON FUNCTIONAL/ALLOCATED CONFIGURATION DOCUMENTATION**

28. OTHER SYSTEMS AFFECTED

None

29. OTHER CONTRACTING ACTIVITIES AFFECTED

None

30. CONFIGURATION ITEMS AFFECTED

CPD # 11111111

31. EFFECTS ON PERFORMANCE ALLOCATIONS AND INTERFACES IN SYSTEM SPECIFICATION

None

32. EFFECTS ON EMPLOYMENT, INTEGRATED LOGISTICS SUPPORT, TRAINING, OPERATIONAL EFFECTIVENESS OR SOFTWARE

Impact on RTM to Training

33. EFFECTS ON CONFIGURATION ITEM SPECIFICATIONS

As Specified in NDR submitted with this ECP

34. DEVELOPMENTAL REQUIREMENTS AND STATUS

None

35. TRADE-OFFS AND ALTERNATE SOLUTIONS

None

36. DATE BY WHICH CONTRACTUAL AGENCY IS NEEDED (MM/DD/YY)

01/20/10

DD Form 1682/1, APR 92 (Computer Generated) Provides outline and details.

002104

**ENGINEERING CHANGE PROPOSAL (ECP), PAGE 3 Not Applicable**

Form Approved  
 OMB No. 0704-0143

Public loading location for the collection of information is available through a 24-hour per year service including the transfer of information through electronic means, the use of the Internet and the use of the data element and coding system for the collection of information. For information regarding the transfer of information, the transfer of information of any state, and the collection of information, including suggestions for reducing the burden, contact the Washington Headquarters Service, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, or visit the Office of Management and Budget, Paperwork Reduction Project (0704-0143), Washington, DC 20503.

**PLEASE DO NOT RETURN YOUR COMPLETED FORM TO EITHER OF THESE ADDRESSES, RETURN COMPLETED FORM TO THE GOVERNMENT ISSUING CONTRACTING OFFICER FOR THE CONTRACT / PROCUREMENT ACTIVITY NUMBER LISTED IN ITEM 2 OF THE COMPLETED DD FORM 1592.**

ECP NUMBER M1-N3893

**EFFECTS ON PRODUCT CONFIGURATION DOCUMENTATION, LOGISTICS AND OPERATIONS**

(X)	FACTOR	ENCL.	PAR.	(X)	FACTOR	ENCL.	PAR.
	37. EFFECTS ON PRODUCTION CONFIGURATION DOCUMENTATION ON CONTRACT				38. EFFECTS ON OPERATIONAL EMPLOYMENT		
	a. PERFORMANCE				a. SAFETY		
	b. WEIGHT-BALANCE-STABILITY (Weight)				b. SURVIVABILITY		
	c. WEIGHT MOVEMENT FOR BY EQUIPMENT				c. RELIABILITY		
	d. CORR. TECHNICAL DATA				e. MAINTAINABILITY		
	e. NOMENCLATURE				f. SERVICE LIFE		
	38. EFFECT ON INTEGRATED LOGISTICS SUPPORT (ILS) ELEMENTS				g. OPERATING PROCEDURES		
	a. ILS PLAN				h. ELECTROMAGNETIC INTERFERENCE		
	b. MAINTENANCE CONCEPT, PLANS AND PROCEDURES				i. ACTIVATION SCHEDULE		
	c. LOGISTICS SUPPORT ANALYSES				j. CRITICAL SINGLE POINT FAILURE ITEMS		
	d. INTERIM SUPPORT PROGRAMS				k. INTEROPERABILITY		
	e. SPARES AND REPAIR PARTS				39. OTHER CONSIDERATIONS		
	f. TECH MANUALS/PROGRAMMING Tapes				a. INTERFACE		
	g. FACILITIES				b. OTHER AFFECTED EQUIPMENT/FCR/FP		
	h. SUPPORT EQUIPMENT				c. PHYSICAL CONSTRAINTS		
	i. OPERATOR TRAINING				d. COMPUTATIONAL PROGRAMS AND RESOURCES		
	j. OPERATOR TRAINING EQUIPMENT				e. REVIEW OF OTHER EQUIPMENT		
	k. MAINTENANCE TRAINING				f. SYSTEM TEST PROCEDURES		
	l. MAINTENANCE TRAINING EQUIPMENT				g. SUPPORT VEHICLES		
	m. CONTRACT MAINTENANCE				h. PARTS CONTROL		
	n. PACKAGING, HANDLING, STORAGE TRANSPORTABILITY				i. LIFE CYCLE COSTS		

41. ALTERNATE SOLUTIONS

42. DEVELOPMENTAL STATUS

43. RECOMMENDATIONS FOR RETROFIT

44. WORK-HOURS REQUIRED TO INSTALL, RETROFIT RITE				45. WORK-HOURS TO CONDUCT SYSTEM TESTS AFTER RETROFIT			
1. ORGANIZATION NA	2. INVESTIGATE NA	3. DEPOT NA	4. OTHER NA	NA			
46. THIS CHANGE MUST BE ACCOMPLISHED				47. IS CONTRACTOR FIELD SERVICE ENGINEERING REQUIRED?		48. OUT OF SERVICE TIME	
<input type="checkbox"/> BEFORE NA	<input type="checkbox"/> WITH NA	<input type="checkbox"/> AFTER THE FOLLOWING CHANGES NA		<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO	NA	
49. EFFECT OF THIS ECP AND PREVIOUSLY APPROVED ECTS ON ITEM NA				50. DATE CONTRACTUAL AUTHORITY NEEDED FOR (Y/M/D)			
				a. PRODUCTION NA			
				b. RETROFIT NA			

002105

**ENGINEERING CHANGE PROPOSAL (ECP), PAGE 4 Not Applicable** Form Approved  
OMB No. 0704-0188

Please register a unique number for this document in accordance with FAR 101-11.6. This information is required for the contractor to be able to track the status of the proposal. The contractor should also register the proposal in accordance with FAR 101-11.6. The contractor should also register the proposal in accordance with FAR 101-11.6. The contractor should also register the proposal in accordance with FAR 101-11.6.

**PLEASE DO NOT RETURN YOUR COMPLETED FORM TO EITHER OF THESE ADDRESSES, RETURN COMPLETED FORM TO THE GOVERNMENT ISSUING CONTRACTING OFFICER FOR THE CONTRACT / PROCURING ACTIVITY NUMBER LISTED IN ITEM 1 OF THE COMPLETED DD FORM 1552.**

ECP Number: MI-N3893

FACTOR	Non-Recurring (b)	COSTSAVINGS UNDER CONTRACT			Total (e)	Other Costs Savings to the Government (f)
		Unit (a)	Quantity (c)	Total (d)		
<b>a. PRODUCTION COSTSAVINGS</b>						
(1) CONFIGURATION (ELECTRIC)						
(2) FACTORY TEST EQUIPMENT						
(3) SPECIAL FACTORY TOOLING						
(4) SCRAP						
(5) ENGINEERING, ENGINEERING DATA						
<b>REVISION</b>						
(6) REVISION OF TEST PROCEDURES						
(7) EXPLANATION OF DEFECTS						
(8) SUBTOTAL OF ADO COSTSAVINGS						
<b>b. RETROFIT COSTS</b>						
(1) REVISIONS DATA REVISION						
(2) PROTOTYPE TESTING						
(3) KIT PROTOTYPE TESTING						
(4) RETROFIT KITS FOR OPERATIONAL SYSTEMS						
(5) PREP OF WORK PROXIMITY						
(6) SPECIAL TOOLING FOR RETROFIT						
(7) INSTALLATION - CONTRACTOR						
(8) INSTALLATION - GOVERNMENT						
<b>PERSONNEL</b>						
(9) TESTING AFTER RETROFIT						
(10) MODIFICATION OF DRAWING						
(11) QUALIFICATION OF DRAWING						
(12) SUBTOTAL OF RETROFIT COSTSAVINGS						
<b>c. INTEGRATED LOGISTICS SUPPORT COSTSAVINGS</b>						
(1) SUPPORTABLE PARTS NETWORK						
(2) NEW SPARES AND REPAIR PARTS						
(3) SUPPLEMENTARY DATA						
(4) SUPPORT EQUIPMENT						
(5) SUPPORT KITS FOR SPARES						
(6) OPERATOR TRAINING COURSES						
(7) MAINTENANCE TRAINING COURSES						
(8) REVISION OF TECHNICAL MANUALS						
(9) NEW TECHNICAL MANUALS						
(10) TRAINING TRAINERS						
(11) INTERIM SUPPORT						
(12) MAINTENANCE MANPOWER						
(13) COMPUTER PROGRAM IMPLEMENTATION						
(14) SUBTOTAL OF ILS COSTSAVINGS						
<b>d. OTHER COSTSAVINGS</b>						
<b>e. SUBTOTAL COSTS/SAVINGS</b>						
(1) SUBTOTAL UNDER CONTRACT						
<b>f. COORDINATION OF CHANGES WITH OTHER CONTRACTORS</b>						None
<b>g. COORDINATION CHANGES BY GOVERNMENT</b>						None
<b>h. ESTIMATED NET TOTAL COSTS/SAVINGS</b>						None



002106

<b>ENGINEERING CHANGE PROPOSAL (ECP), PAGE 5 Not Applicable</b>	Form Approved OMB No. 0704-0188
Full costing method for total burden structural steel estimated to average 2 hours per response, including the time for reviewing workload, preparing working drawings, gathering and preparing the data needed, and generally reviewing the content of information. Such contracts including the burdened cost of any other aspect of the Aquisition of material or, including support items for reducing the burden of Maintenance, Materiel, and Support, or otherwise for Information Operations and Reports, 1216 Jefferson Davis Highway, Suite 1204 Arlington, VA 22202-4302, and in the Office of Management and Budget, Paperwork Reduction Project (0704-0188), March 1997 OIG 2003.	
PLEASE DO NOT RETURN YOUR COMPLETED FORM TO EITHER OF THESE ADDRESSES, RETURN COMPLETED FORM TO THE GOVERNMENT ISSUING CONTRACTING OFFICER FOR THE CONTRACT / PROCURING ACTIVITY NUMBER LISTED IN ITEM 2 OF THE COMPLETED DD FORM 1382.	
ECP NUMBER: 002107	

38. ESTIMATED COSTS/SAVINGS SUMMARY, RELATED ECP'S (AND PENALTIES for Savings)	SCALE CODE	ECP NUMBER	ESTIMATED COSTS/SAVINGS UNDER CONTRACTS		ESTIMATED COSTS/SAVINGS TO GOVERNMENT
			M	N	
<b>a. PRODUCTION COSTS/SAVINGS</b> (Subtotal of Categories 1 through 4, item 4 a, applicable to aircraft, ship, tank, vehicle, missile or its subsystem)					
<b>(b) SUBTOTAL PRODUCTION COSTS/SAVINGS</b>					
<b>b. RETROFIT COSTS</b> (Applicable to aircraft, ship, tank, vehicle, missile or its subsystem)					
<b>(c) SUBTOTAL RETROFIT COSTS</b>					
<b>c. INTEGRATED LOGISTICS SUPPORT COSTS / SAVINGS</b>					
<b>REVISED REQUIREMENTS</b>					
(1) ITEM RETROFIT (if not covered under 7) (Applicable to aircraft, ship, tank, vehicle, missile or its subsystem)					
(2) ILS SUBTOTAL (Applicable to aircraft, ship, tank, vehicle, missile or its subsystem)					
(3) EXPENSE OF TRANSMISSION (not item 2) / savings from each					
ECP covering operator trainer					
(4) MAINTENANCE TRAINER (not item 2) / savings from each					
ECP covering maintenance (if used)					
(5) OTHER TRAINING EQUIPMENT					
(6) SUPPORT EQUIPMENT (not item 2) / savings from each					
ECP covering support equipment					
(7) SUPPLIES					
(8) MAINTENANCE CONCEPT, PLANS, SYSTEM DOCUMENTS					
(9) SYSTEM SUPPORT PLAN					
<b>NEW REQUIREMENTS</b>	<b>SCALE CODE</b>	<b>NON-RECURRING COSTS</b>	<b>RECURRING COSTS</b>		
			<b>INITIAL</b>	<b>ANNUAL</b>	<b>TOTAL</b>
(10) PROVISIONING DOCUMENTATION					
(11) OPERATOR TRAINING DEVICES / EQUIP					
(12) MANUALS / SPAREPARTS, REPAIR PARTS					
(For (10))					
(13) MAINTENANCE TRAINING DEVICES / EQUIP					
(For (13))					
(14) MANUALS / SPAREPARTS, REPAIR PARTS					
(15) SUPPORT EQUIPMENT					
(16) MANUALS / (For (16))					
(17) PROVISIONING DOCUMENTATION					
(For (17))					
(18) REPAIR PARTS (For (18))					
(19) SUBTOTAL ILS COSTS/SAVINGS (Sum of c(1) through c(18))					
<b>d. OTHER COSTS / SAVINGS</b> (Sum of items Page 4, Item 4 b, of related ECP's)	<b>SCALE CODE</b>	<b>ECP NUMBER</b>			
(20) TOTAL OTHER COSTS / SAVINGS					
(21) SUBTOTAL OF COLUMNS					
(22) SUBTOTAL UNDER CONTRACT					
<b>e. ESTIMATED NET TOTAL COSTS / SAVINGS</b> (a + b + c + d)					

002107

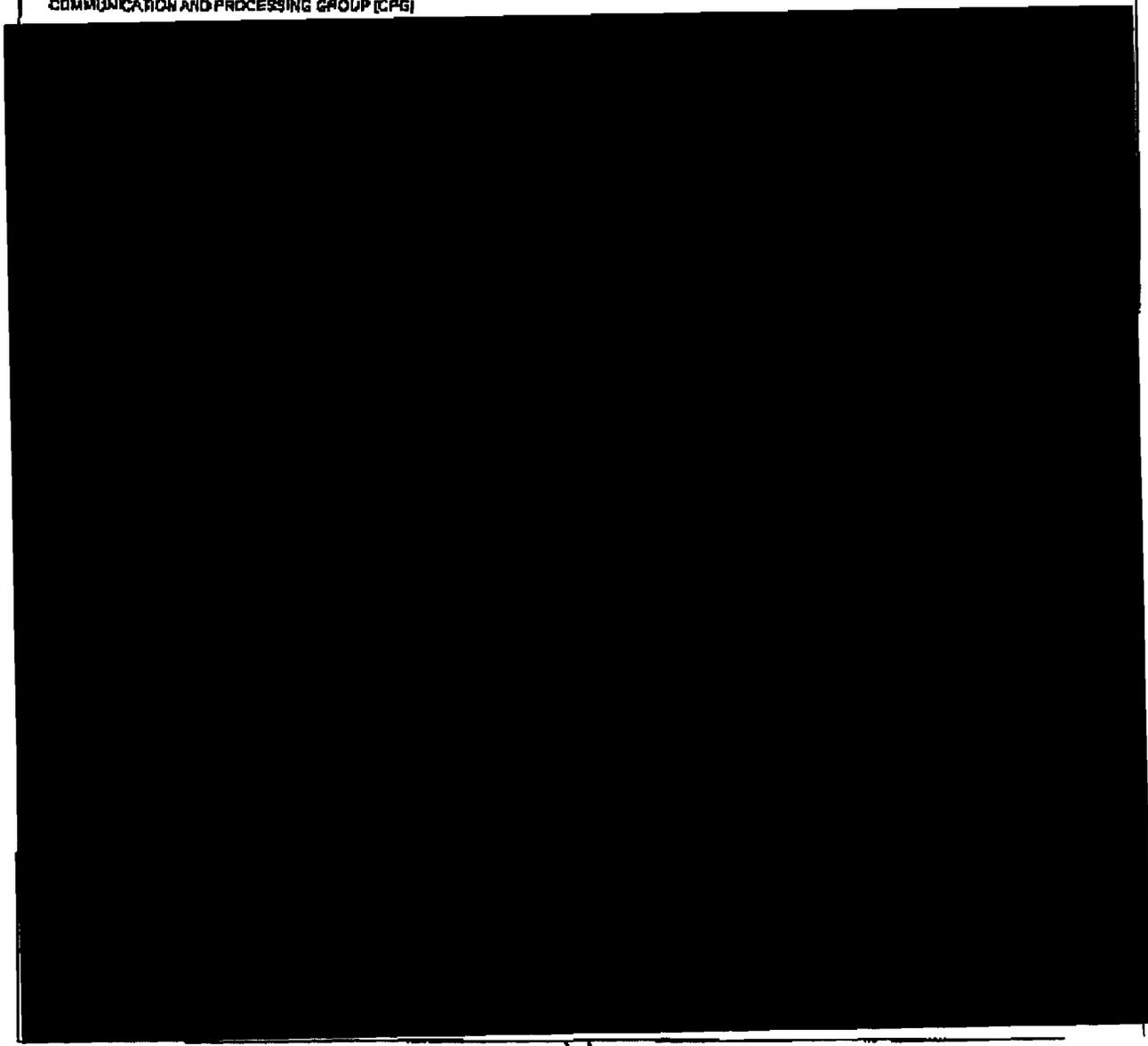




Notice of Revision (NOR)

Sheet 1 of 1

<b>Notice of Revision (NOR)</b> THIS REVISION DESCRIBED BELOW HAS BEEN AUTHORIZED FOR THE DOCUMENT LISTED		<b>1. DATE (YYMMDD)</b> 10/11/15	Form Approved GMS No. OFCS-0188
Public reporting burden for this collection of information is estimated to average 2 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Washington, DC 20503.		<b>2. PROCUREMENT ACTIVITY NO</b>  <b>3. DODAAC</b> W9113M	
Sub: 1204, Arlington VA 22202-4802 and to the Office of Management and Budget, Paperwork Reduction Project (0704-0128), Washington, DC 20503. PLEASE DO NOT RETURN YOUR COMPLETED FORM TO EITHER OF THESE ADDRESSES. RETURN COMPLETED FORM TO THE GOVERNMENT ISSUING CONTRACTING OFFICER FOR THE CONTRACT/PROCUREMENT ACTIVITY NUMBER LISTED IN ITEM 2 OF THIS FORM.			
<b>4. ORIGINATOR</b> a. TYPED NAME (First, Middle, Last)	b. ADDRESS (Street, City, State, Zip Code)	6. CAGE CODE 05718	5. NOR NO 1
[REDACTED]	250 Lowell Street Andover, MA 01810	7. CAGE CODE 05718	8. DOCUMENT NO. H877785
<b>9. TITLE OF DOCUMENT</b> JLENS COMMUNICATION AND PROCESSING GROUP (CPG) PRIME ITEM DEVELOPMENT SPECIFICATION (MOS)	<b>10. REVISION LETTER</b> a. CURRENT K		b. NEW L
<b>11. ECP NO</b> AN-00882			
<b>12. CONFIGURATION ITEM (OR SYSTEM) TO WHICH ECP APPLIES</b> COMMUNICATION AND PROCESSING GROUP (CPG)			



(b)(6)

(b)(3)(A)  
 (i)&Title  
 10 Sec  
 130 (a)  
 (b)

002110



(b)(3)  
(A)  
(i)&Title  
10 Sec  
130 (a)  
(b)

(b)(3)(A)  
(i)&Title  
10 Sec 130  
(a)(b)

IN THE MATTER OF THE ESTATE OF  
PROD. EFF. OF THE OIL AND GAS INDUSTRY  
M/B  
MAY 1, 1988

002111

<b>14. THIS SECTION FOR GOVERNMENT USE ONLY</b>		
<b>a. (X ONE)</b>	<input type="checkbox"/>	(1) Existing document supplemented by this NOR
	<input type="checkbox"/>	(2) Revised document must be received before manufacturer may incorporate the change
	<input type="checkbox"/>	(3) Custodian of master document shall make above revision and furnish revised document.
<b>b. ACTIVITY AUTHORIZED TO APPROVE CHANGE FOR GOVERNMENT</b>		<b>c. TYPED NAME (First, Middle Initial, Last)</b>
<b>d. TITLE</b>	<b>e. SIGNATURE</b>	<b>f. DATE SIGNED (YYMMDD)</b>
<b>15. a. ACTIVITY ACCOMPLISHING REVISION</b>	<b>b. REVISION COMPLETED (Signature)</b>	<b>c. DATE SIGNED (YYMMDD)</b>

DD Form 1485, APR 92 Previous editions are obsolete.

949777

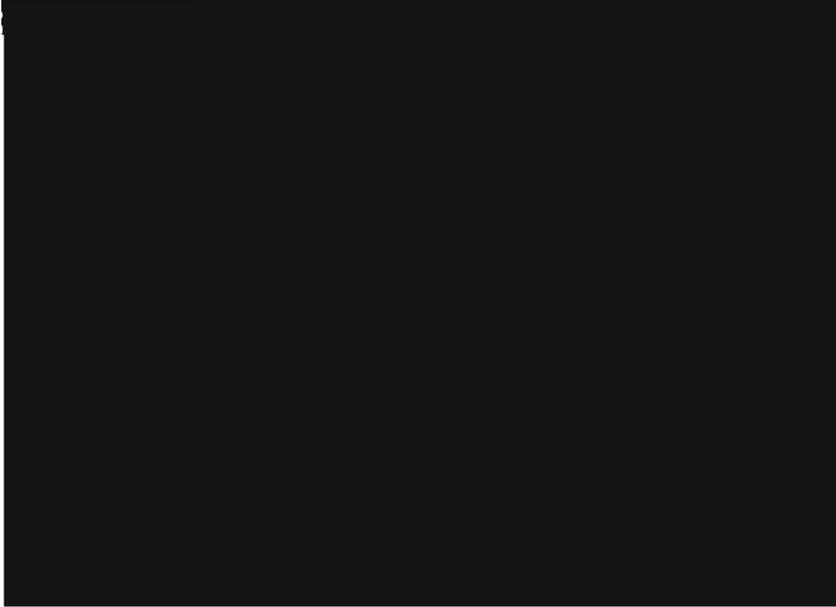
002112

Title of Document	NOR No.
JLENS COMMUNICATION AND PROCESSING GROUP (CPG) PRIME ITEM DEVELOPMENT SPECIFICATION (PDS)	1
	Document No H377785

002113



**Raytheon**



(b)(3)(A)(i)&Title  
10 Sec 130 (a)(b)

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**CHANGE RECORD PAGE**

Revision	Date	Affected Pages	Authorized By	Explanation of Change
-	8/18/2010	All		Original Document

(b)(6)



002115

[Redacted]

CAGE Code 05716  
August 18, 2010  
EGP MI-N3894 Rev-

Approval Signatures

[Redacted]

[Redacted]

8/18/10

(b)(6)

Name

Date

[Redacted]

002116

Table of Contents

PAGE	DESCRIPTION
1	ECP MI-N3884 for H377785 CPG PIDS Rev. K

002117

ENGINEERING CHANGE PROPOSAL (ECP), PAGE 1				1. DATE (YYYYMMDD)		Form Approved OMB No. 0704-0128	
PLEASE DO NOT RETURN YOUR COMPLETED FORM TO EITHER OF THESE ADDRESSES, RETURN COMPLETED FORM TO THE GOVERNMENT ISSUING CONTRACTING OFFICER FOR THE CONTRACT / PROCURING ACTIVITY NUMBER LISTED IN ITEM 2 OF THIS FORM.						2. PROCURING ACTIVITY NO.	
						3. DOWNSIDE UNIT/ISS	
7. ORIGINATOR a. TYPED NAME (First, Middle Initial, Last)			8. ADDRESS (Street, City, State, Zip Code)			9. CLASS OF ECP	
[REDACTED]			380 Laurel Street Andover, MA 01810			Class I	
10. ECP IDENTIFICATION			11. CLASS OF ECP		12. PRIORITY		
A. MODEL TYPE			1. LAST CODE		U		
B. CAGE CODE			2. FUNCTIONAL ALLOCATED		<input type="checkbox"/> PRODUCTION		
65716			3. SYSTEM DESIGNATION		<input type="checkbox"/>		
CPG PIDS			13. OTHER SYSTEMS/COMPONENTS AFFECTED		<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		
14. NEW OR MODIFIED			15. TYPE		16. REV		
M-NONE			F		1		
17. SPECIFICATIONS AFFECTED			18. DRAWINGS AFFECTED				
CASE Code			REV.		REV.		
48468			X		2		
19. SYSTEM			REV.		REV.		
DEVELOPMENT			X		2		
PRODUCTION			X		2		
20. ECONOMIC AND LINE ITEM			21. PROGRAM CONTRACTING OFFICER				
[REDACTED]			a. NAME (Last, First, Middle Initial, Please Print)				
[REDACTED]			b. CODE SYSTEM				
[REDACTED]			c. TELEPHONE NO. (SEE INSTRUCTIONS)				
22. CONFIGURATION ITEM HIERARCHY			23. IN PRODUCTION				
[REDACTED]			<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO				
24. ALL LOWER LEVEL ITEMS AFFECTED			25. DESCRIPTION OF CHANGE				
a. IDENTIFICATION			b. PARTIAL		c. NEW		
CPG (Mission Operator) CSCI			RE-DESIGN-OPER-1		[REDACTED]		
26. DESCRIPTION OF CHANGE			[REDACTED]				
CPG PIDS Rev. K			(b)(3)(A)(i)&Title 10 Sec 130 (a)(b)				
27. REASON FOR CHANGE			[REDACTED]				
[REDACTED]			as directed IAW with CLIN 28 Statement of Work.				
[REDACTED]			(b)(3)(A)(i)&Title 10 Sec 130 (a)(b)				
28. PRODUCTION EFFECTIVITY BY SERIAL NUMBER NA			29. EFFECT ON PRODUCTION DELIVERY SCHEDULE				
30. REPROFIT			None				
a. RECOMMENDED REPROFIT EFFECTIVITY NA			31. SUPPLEMENT CLASS AFFECTED NA				
32. ESTIMATED BY DELIVERY SCHEDULE NA			33. LOCATIONS ON SUPPLEMENT NUMBERS AFFECTED NA				
29. ESTIMATED COST SAVINGS UNDER CONTRACT \$000			34. ESTIMATED NET TOTAL COST SAVINGS \$000				
[REDACTED]			35. NETS CPG OPT Low				
36. APPROVALS			37. CLASS II				
b. CLASS I			38. CLASS II		39. CLASS III		
<input type="checkbox"/> APPROVED <input type="checkbox"/> DISAPPROVED			<input type="checkbox"/> APPROVED <input type="checkbox"/> DISAPPROVED		<input type="checkbox"/> APPROVED <input type="checkbox"/> DISAPPROVED		
40. CONTRACTING ACTIVITY			41. SIGNATURE		42. DATE SIGNED (YYYYMMDD)		
43. APPROVAL			44. SIGNATURE		45. DATE SIGNED (YYYYMMDD)		
<input checked="" type="checkbox"/> APPROVED <input type="checkbox"/> DISAPPROVED			[REDACTED]		10/2/10 (b)(6)		

DD Form 1552, APR 2008 (Computer Generated) / Previous Editions are Obsolete.

002118

**ENGINEERING CHANGE PROPOSAL (ECP), PAGE 2**

Form Approved  
OMB No. 0704-0188

Please report burden for this collection of information to Washington Headquarters Office, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington DC 20503.

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ECP NUMBER MI-N3894

**EFFECTS ON FUNCTIONAL/ALLOCATED CONFIGURATION DOCUMENTATION**

29. OTHER SYSTEMS AFFECTED

None

29. OTHER CONTRACTOR/CONTRACT ITEM AFFECTED

None

30. CONFIGURATION ITEMS AFFECTED

CPC Prime Item

31. EFFECTS ON PERFORMANCE ALLOCATIONS AND INTERFACES IN SYSTEM SPECIFICATION

[Redacted]

(b)(3)(A)(i)&Title 10 Sec 130 (a)(b)

32. EFFECTS ON EMPLOYMENT, INTEGRATED LOGISTICS SUPPORT, TRAINING, OPERATIONAL EFFECTIVENESS OR SOFTWARE

None

33. EFFECTS ON CONFIGURATION ITEM SPECIFICATIONS

As specified in NOR submitted with this ECP

34. DEVELOPMENTAL REQUIREMENTS AND STATUS

[Redacted]

(b)(3)(A)(i)&Title 10 Sec 130 (a)(b)

35. TRADE-OFFS AND ALTERNATE SOLUTIONS

None

36. DATE BY WHICH CONTRACTUAL AUTHORITY IS NEEDED (YYYYMMDD)



002119

**ENGINEERING CHANGE PROPOSAL (ECP), PAGE 3**

Form Approved  
OMB No. 0704-0128

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ECP NUMBER 12-NM13

**EFFECTS ON PRODUCT CONFIGURATION DOCUMENTATION, LOGISTICS AND OPERATIONS Not Applicable**

(X)	FACTOR	ENCL	PAR	(X)	FACTOR	ENCL	PAR
	<b>37. EFFECTS ON PRODUCTION CONFIGURATION DOCUMENTATION OR CONTRACT</b>				<b>39. EFFECTS ON OPERATIONAL EMPLOYMENT</b>		
	a. PERFORMANCE				a. SAFETY		
	b. WEIGHT-BALANCE-STABILITY (APPROX)				b. SURVIVABILITY		
	c. WEIGHT-MOVEMENT (Other conditions)				c. RELIABILITY		
	d. CORE TECHNICAL DATA				d. MAINTAINABILITY		
	e. NOMENCLATURE				e. SERVICE LIFE		
	<b>38. EFFECT ON INTEGRATED LOGISTICS SUPPORT (ILS) ELEMENTS</b>				f. OPERATING PROCEDURES		
	a. ILS PLANS				g. ELECTROMAGNETIC INTERFERENCE		
	b. MAINTENANCE CONCEPT, PLANS AND PROCEDURES				h. ACTIVATION SCHEDULE		
	c. LOGISTICS SUPPORT ANALYSES				i. CRITICAL SINGLE POINT FAILURE ITEMS		
	d. INTERIM SUPPORT PROGRAMS				j. INTEROPERABILITY		
	e. SPARES AND REPAIR PARTS				<b>40. OTHER CONSIDERATIONS</b>		
	f. TEST MANUALS/PROGRAMMING TAPES				a. INTERFACE		
	g. FACILITIES				b. OTHER AFFECTED EQUIPMENT/GFEGFP		
	h. SUPPORT EQUIPMENT				c. PHYSICAL CONSTRAINTS		
	i. OPERATOR TRAINING				d. COMPUTER PROGRAMS AND RESOURCES		
	j. OPERATOR TRAINING EQUIPMENT				e. REMOVAL OF OTHER EQUIPMENT		
	k. MAINTENANCE TRAINING				f. SYSTEM TEST PROCEDURES		
	l. MAINTENANCE TRAINING EQUIPMENT				g. WARRANTY/GUARANTEE		
	m. CONTRACT MAINTENANCE				h. PARTS CONTROL		
	n. PACKAGING, HANDLING, STORAGE TRANSPORTABILITY				i. LIFE CYCLE COSTS		

**41. ALTERNATE SOLUTIONS**  
NA

**42. DEVELOPMENTAL STATUS**  
NA

**43. RECOMMENDATIONS FOR RETROFIT**  
NA

<b>44. WORK HOURS PER UNIT TO INSTALL RETROFIT KIT</b>				<b>45. WORK HOURS TO CONDUCT SYSTEM TESTS AFTER RETROFIT</b>			
a. ORGANIZATION NA	b. INTERMEDIATE NA	c. DEPOT NA	d. OTHER NA	NA			

<b>46. THIS CHANGE MUST BE ACCOMPLISHED</b>			<b>47. IS CONTRACTOR FIELD SERVICE ENGINEERING REQUIRED?</b>			<b>48. OUT OF SERVICE TIME</b>		
<input type="checkbox"/> BEFORE NA	<input type="checkbox"/> WITH NA	<input type="checkbox"/> AFTER THE FOLLOWING CHANGES EA	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> X	<input type="checkbox"/> NO	NA		

<b>49. EFFECT OF THIS ECP AND PREVIOUSLY APPROVED ECP'S ON ITEM NA</b>				<b>50. DATE CONTRACTUAL AUTHORITY NEEDED FOR (FY/MD/J)</b>			
				a. PRODUCTION NA			
				d. RETROFIT NA			

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**ENGINEERING CHANGE PROPOSAL (ECP), PAGE 4 Not Applicable**

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 OMB No. 0704-0188

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ECP NUMBER M-N3894

**5. ESTIMATED NET TOTAL COST IMPACT (Use of (c) (4) is for savings)**

FACTOR	COST/SAVINGS UNDER CONTRACT				Total (e)	Other Costs/Savings to the Government (f)
	Non-Recurring (a)	Unit (b)	Quantity (c)	Total (incurred) (d)		
<b>a. PRODUCTION COST SAVINGS</b>						
(1) COMPARATION (ENCSO)						
(2) FACTORY TEST EQUIPMENT						
(3) SPECIAL FACTORY TOOLING						
(4) SCRAP						
<b>REVISION</b>						
(5) REVISION OF TEST PROCEDURES						
(6) QUALIFICATION OF NEW ITEMS						
(7) SUBTOTAL OF PROD COST SAVINGS						
<b>b. RETROFIT COSTS</b>						
(1) ENGINEERING DATA REVISION						
(2) PROTOTYPE TESTING						
(3) KIT PROOF TESTING						
(4) RETROFIT COSTS FOR OPERATIONAL SYSTEMS						
(5) PIECE OF INVENTORY SPECIALTY						
(6) SPECIAL TOOLING FOR RETROFIT						
(7) INSTALLATION - CONTRACTOR PERSONNEL						
(8) INSTALLATION - GOVERNMENT PERSONNEL						
(9) TESTING AFTER RETROFIT						
(10) IDENTIFICATION OF GRENFF						
(11) QUALIFICATION OF GRENFF						
(12) SUBTOTAL OF RETROFIT COST SAVINGS						
<b>c. INTEGRATED LOGISTICS SUPPORT COST SAVINGS</b>						
(1) SPARE/REPAIR PARTS NETWORK						
(2) NEW SPARE AND REPAIR PARTS						
(3) SUPPLY FLOW-COMM DATA						
(4) SUPPORT EQUIPMENT						
(5) RETROFIT RITE FOR SPARES						
(6) OPERATOR TRAINING COURSES						
(7) MAINTENANCE TRAINING COURSES						
(8) REVISION OF TECHNICAL MANUALS						
(9) NEW TECHNICAL MANUALS						
(10) TRAINING TRAINERS						
(11) INTERIM SUPPORT						
(12) MAINTENANCE MANPOWER						
(13) COMPUTER PROGRAM DOCUMENTATION						
(14) SUBTOTAL OF ILS COST SAVINGS						
<b>d. OTHER COSTS/SAVINGS</b>						
<b>e. SUBTOTAL COST SAVINGS</b>						
(1) SUBTOTAL UNDER CONTRACT						
<b>f. COORDINATION OF CHANGES WITH OTHER CONTRACTORS</b>						None
<b>g. COORDINATION CHANGES BY GOVERNMENT</b>						None
<b>h. ESTIMATED NET TOTAL COSTS/SAVINGS</b>						None

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**ENGINEERING CHANGE PROPOSAL (ECP), PAGE 5 Not Applicable**

Form Approved  
 OMB No. 0704-0188

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ECP NUMBER M-N3894

**52. ESTIMATED COSTS/SAVINGS SUMMARY, RELATED ECP'S (Use parentheses for savings)**

	CASE CODE M1	ECP NUMBER E0	COSTS / SAVINGS UNDER CONTRACT		DIRECT COSTS / SAVINGS TO GOVERNMENT
			(1)	(2)	
<b>I. PRODUCTION COSTS/SAVINGS</b> (Illustrate or Cite Savings Elements from Page 4, Item 4.a. applicable to aircraft, ship, tank, vehicle, aircraft or its subsystems)					
(1) SUBTOTAL PRODUCTION COSTS / SAVINGS					
<b>II. RETROFIT COSTS</b> (Applicable to aircraft, ship, tank, vehicle, aircraft or its subsystems)					
(2) SUBTOTAL RETROFIT COSTS					
<b>III. INTEGRATED LOGISTICS SUPPORT COSTS / SAVINGS</b>					
<b>REVISED REQUIREMENTS</b>					
(1) TRAINING PROFIT (If not covered under 7b) (Applicable to aircraft, ship, tank, vehicle, aircraft or its subsystems)					
(2) ILS SUBTOTAL (Applicable to aircraft, ship, tank, vehicle, aircraft or its subsystems)					
<b>ECP</b>					
(3) OPERATOR TRAINING (Not to be cost saving from existing operator training)					
<b>ECOA</b>					
(4) MAINTENANCE TRAINING (Not to be cost saving from ECP covering maintenance training)					
<b>ECF</b>					
(5) OTHER TRAINING EQUIPMENT					
<b>ECF</b>					
(6) SUPPORT EQUIPMENT (Not to be cost saving from existing support equipment)					
<b>DOCUMENTS</b>					
(7) ILS PLANS					
(8) MAINTENANCE CONCEPT, PLANS, SYSTEM					
<b>DOCUMENTS</b>					
(9) INTERIM SUPPORT PLAN					
<b>NEW REQUIREMENTS</b>	CASE CODE	NON-RECURRING COSTS	RECURRING COSTS		
			CONT	OP Y	TOTAL
(10) PROVISIONING DOCUMENTATION					
(11) OPERATOR / MAINT SERVICES / EQUIP					
(12) MANUALS / SPARES, REPAIR PARTS					
(For (12))					
(13) MAINTENANCE TRAINING DEVICES/EQUIP					
(For (13))					
(14) MANUALS/SPARES, REPAIR PARTS					
(For (14))					
(15) SUPPORT EQUIPMENT					
(16) MANUALS (For (16))					
(For (16))					
(17) PROVISIONING DOCUMENTATION					
(For (17))					
(18) REPAIR PARTS (For (18))					
(19) SUBTOTAL ILS COSTS / SAVINGS (Sum of (7) through (18))					
<b>d. OTHER COSTS / SAVINGS</b> (Total from Page 4, Item 4.c, of related ECP's)	CASE CODE		ECP NUMBER		
(1) TOTAL OTHER COSTS / SAVINGS					
(2) SUBTOTAL OF COLUMNS					
(3) SUBTOTAL UNDER CONTRACT					
<b>e. ESTIMATED NET TOTAL COSTS / SAVINGS</b> (2 + 3 + c + d)					

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ENGINEERING CHANGE PROPOSAL (ECP) (HARDWARE), PAGE 6 Not Applicable										Form Approved OMB No. 0704-0188					
Public reporting burden for this collection of information is estimated to average 2 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington DC 20503. PLEASE DO NOT RETURN YOUR COMPLETED FORM TO EITHER OF THESE ADDRESSES. RETURN COMPLETED FORM TO THE GOVERNMENT ISSUING CONTRACTING OFFICER FOR THE CONTRACT / PROCURING ACTIVITY NUMBER LISTED IN ITEM 2 OF THE COMPLETED DD FORM 1692.										ECP NUMBER					
										E.C.P. CODE					
34. CONFIGURATION ITEM NOMENCLATURE					35. TITLE OF CHANGE										
36. DATE AUTHORIZATION TO PROCEED															
RECEIVED BY CONTRACTOR (SYMBOL) →										<input type="checkbox"/> START DELIVERY		<input type="checkbox"/> COMPLETE DELIVERY		<input type="checkbox"/> PROGRESS DONE	
NO. OF MONTHS										13   14   15   16   17   18   19   20   21   22		23   24		25   26   27   28   29   30   31	
										1   2   3   4   5   6   7   8		9   10   11   12			
A C C E S S O R Y I T E M S	(1) Production														
	(2) Tech Manuals														
	(3) Repair														
	(4) MFG/TC/TEST/EVAL/TD														
	(5) Spares / Repair Parts														
M A I N T E N A N C E I T E M S	(1) Production														
	(2) Tech Manuals / Prog. Tapes														
	(3) Repair														
	(4) MFG/TC/TEST/EVAL/TD														
	(5) Repair Parts														
C O N T R A C T I T E M S	(1) Operator														
	(2) Maintenance														
NO. OF MONTHS										13   14   15   16   17   18   19   20   21   22		23   24		25   26   27   28   29   30   31	
										1   2   3   4   5   6   7   8		9   10   11   12			

DD Form 1692/E, APR 92

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Previous editions are obsolete.

002/23

ENGINEERING CHANGE PROPOSAL (ECP) (SOFTWARE), PAGE 7 Not Applicable										Form Approved OMB No. 0704-0188	
<p>Public reporting burden for this collection of information is estimated to average 3 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden to Washington Headquarters Service, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington DC 20503.</p> <p>PLEASE DO NOT RETURN YOUR COMPLETED FORM TO EITHER OF THESE ADDRESSES, RETURN COMPLETED FORM TO THE GOVERNMENT ISSUING CONTRACTING OFFICER FOR THE CONTRACT / PROCURING ACTIVITY NUMBER LISTED IN ITEM 2 OF THE COMPLETED DD FORM 1692.</p>										ECP NUMBER ML-N3894	
										17. CASE CODE	
58. COMPUTER SOFTWARE ITEM NOMENCLATURE					59. TITLE OF CHANGE						
60. DATE AUTHORIZATION TO PROCEED					<input type="checkbox"/> A START DELIVERY		<input type="checkbox"/> C COMPLETE DELIVERY		<input type="checkbox"/> D PROGRESS POINT		
RECEIVED BY CONTRACTOR (Y/N/UD/CD) →											
NO OF MONTHS					13   14   15   16   17   18   19   20   21   22		23   24   25   26   27   28   29   30   31				
					1   2   3   4   5   6   7   8		9   10   11   12				
O P E R A T I O N A L E Q U I P M E N T	1) Software Engineering										
	2) Software Documentation										
	3) Software Replication										
	4) Software Clearance										
D E V E L O P M E N T	1) Software Engineering Environment Upgrade										
	2) Software Test Environment Upgrade										
E X P L O R A T O R Y	1) Operator										
	2) Maintenance										
NO OF MONTHS					13   14   15   16   17   18   19   20   21   22		23   24   25   26   27   28   29   30   31				
					1   2   3   4   5   6   7   8		9   10   11   12				

DD Form 1692/6, APR 92

(Computer Generated)

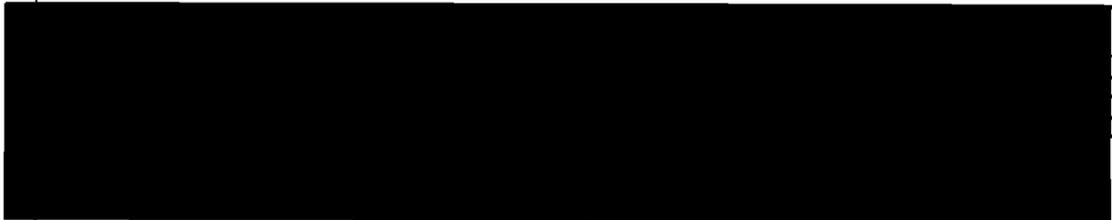
002124

**Notice of Revision (NOR)**

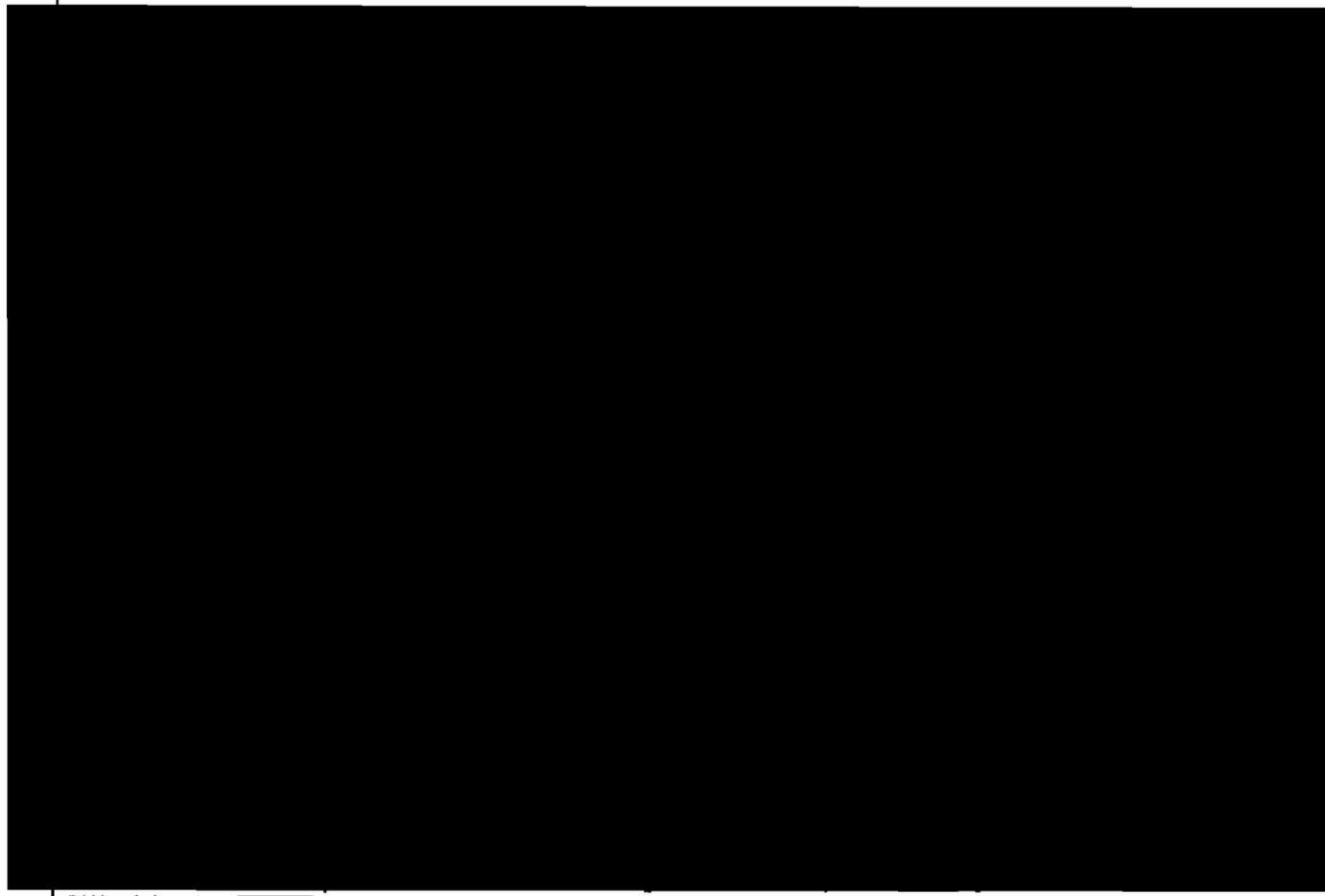
**Sheet 1 of 5**

<b>Notice of Revision (NOR)</b> THIS REVISION DESCRIBED BELOW HAS BEEN AUTHORIZED FOR THE DOCUMENT LISTED		1. DATE (YYYYMMDD) 100818	Form Approved OMB No. 0704-0188
Public reporting burden for this collection of information is estimated to average 2 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Washington, DC 20503.		2. PROCURING ACTIVITY NO.	
Bure 1204, Arlington VA 22202-4302, and in the Office of Management and Budget, Paperwork Reduction Project (0704-0188). PLEASE DO NOT RETURN YOUR COMPLETED FORM TO EITHER OF THESE ADDRESSES. RETURN COMPLETED FORM TO THE GOVERNMENT ISSUING CONTRACTING OFFICER FOR THE CONTRACT/PROCURING ACTIVITY NUMBER LISTED IN ITEM 2 OF THIS FORM.		3. DODAAC W8113M	
4. ORIGINATOR a. TYPED NAME (First, Middle, Last)	b. ADDRESS (Street, City, State, Zip Code) 350 Lowell Street Andover, MA 01810	5. CAGE CODE 05718	6. NOR NO. 2
[REDACTED]		7. CAGE CODE 05718	8. DOCUMENT NO. H377785
9. TITLE OF DOCUMENT JLENS COMMUNICATION AND PROCESSING GROUP (CPG) PRIME ITEM DEVELOPMENT SPECIFICATION (PIDS)	10. REVISION LETTER a. CURRENT K		11. ECP NO. MLN8884
12. CONFIGURATION ITEM (OR SYSTEM) TO WHICH ECP APPLIES COMMUNICATION AND PROCESSING GROUP (CPG)			

(b)(6)

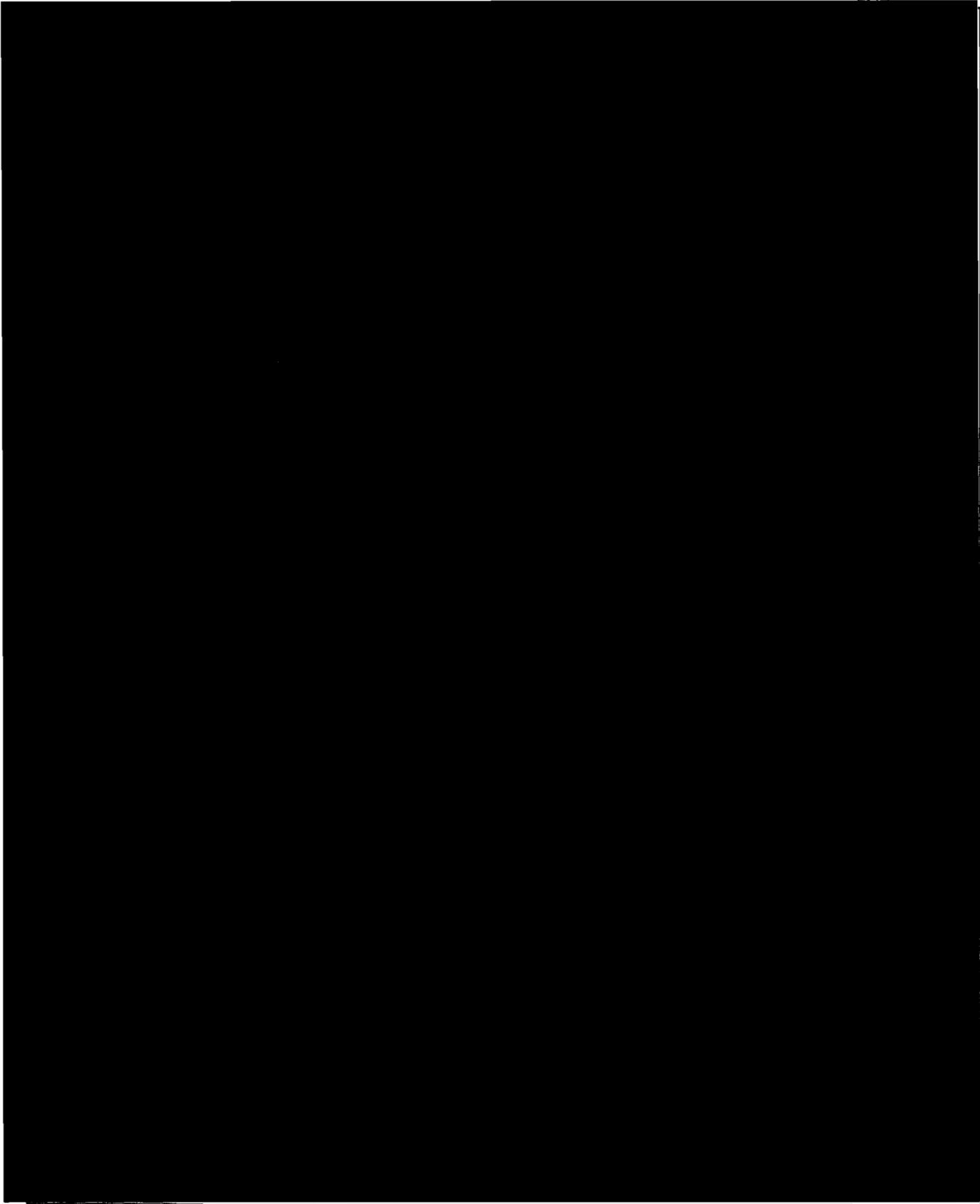


(b)(3)(A)(i)&Title 10  
 Sec 130 (a)(b)



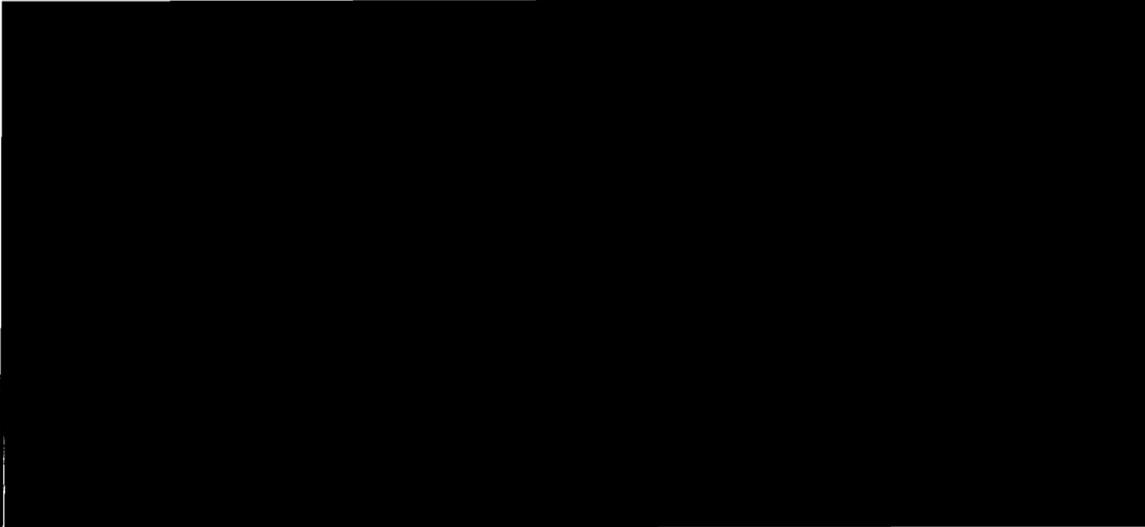
002125

(b)(3)(A)(i)&Title 10 Sec 130  
 (a)(b)



(b)(3)  
(A)  
(i)&T  
itle 10  
Sec  
130  
(a)(b)

002126



(b)(3)(A)(i)&Title  
10 Sec 130 (a)(b)

IR  
PROD. EFF.  
NVE  
NAT'L DESP

002127

<b>14. THIS SECTION FOR GOVERNMENT USE ONLY</b>		
a. (X ONE)	<input type="checkbox"/>	(1) Existing document supplemented by this NOR
	<input type="checkbox"/>	(2) Revised document must be received before manufacturer may incorporate this change.
	<input type="checkbox"/>	(3) Custodian of master document shall make above revision and furnish revised document.
b. ACTIVITY AUTHORIZED TO APPROVE CHANGE FOR GOVERNMENT		c. TYPED NAME (First, Middle Initial, Last)
d. TITLE	e. SIGNATURE	f. DATE SIGNED (YYMMDD)
15. a. ACTIVITY ACCOMPLISHING REVISION	b. REVISION COMPLETED (Signature)	c. DATE SIGNED (YYMMDD)

DD Form 1685, APR 92 Previous editions are obsolete

SHForm

002128

Title of Document JLENS COMMUNICATION AND PROCESSING GROUP (CPG) PRIME ITEM DEVELOPMENT SPECIFICATION (PIDS)	NOR No 2
	Document No. H377785

002129

[Redacted]

CAGE Code 05716  
September 28, 2010  
ECP MI-N3895 Rev-



**Raytheon**



(b)(3)(A)(i)&Title  
10 Sec 130 (a)(b)

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[Redacted]

002130

[Redacted]

CAGE Code 05716  
September 28, 2010  
ECP MT-N3895 Rev-

**CHANGE RECORD PAGE**

Revision	Date	Affected Pages	Authorized By	Explanation of Change
-	9/28/2010	All	[Redacted]	Original Document

(b)(6)

[Redacted]

002131

[Redacted]

CAGE Code 05718  
September 28, 2010  
ECP MI-NS896 Rev-

**Approval Signatures**

[Redacted]	[Redacted]	<u>9/23/10</u>	(b)(6)
	Name	Date	
[Redacted]	[Redacted]	<u>9/24/10</u>	(b)(6)
	Name	Date	
[Redacted]	[Redacted]	<u>9/23/10</u>	(b)(6)
	Name	Date	
[Redacted]	[Redacted]	<u>9/27/10</u>	(b)(6)
	Name	Date	

[Redacted]

002132



CAGE Code 05716  
September 28, 2010  
ECP MI-N3885 Rev-

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PAGE	DESCRIPTION
1	ECP MI-N3885 for H377785 CPG PIDS Rev. K



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**ENGINEERING CHANGE PROPOSAL (ECP), PAGE 2**

Form Approved  
 OMB No. 0704-0192

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ECP NUMBER: MI-N3895

**EFFECTS ON FUNCTIONAL/ALLOCATED CONFIGURATION DOCUMENTATION**

31. OTHER SYSTEMS AFFECTED  
 None

32. OTHER CONTRACTOR/ACTIVITIES AFFECTED

[Redacted]

(b)(3)(A)(i)&Title 10 Sec 130

(a)(b)

33. CONFIGURATION ITEMS AFFECTED

CPS Platform

34. EFFECTS ON PERFORMANCE ALLOCATIONS AND INTERFACES IN SYSTEM SPECIFICATION

H361785-WA)2 System External IIR Rev. F updated according to results of JLRNS CPO meeting September 16, 2010. H362288 CPO IIR will be updated according to the results of this meeting.

35. EFFECTS ON EMPLOYMENT, INTEGRATED LOGISTICS SUPPORT, TRAINING, OPERATIONAL EFFECTIVENESS OR SOFTWARE

Training and ITEM will reflect selected user GUI and functional updates.

36. EFFECTS ON CONFIGURATION ITEM SPECIFICATIONS

As Specified in MCR submitted with this ECP

37. DEVELOPMENTAL REQUIREMENTS AND STATUS

As specified in MCR to CPO Software media.

38. TRADE-OFFS AND ALTERNATE SOLUTIONS

None

39. DATE BY WHICH CONTRACTUAL AUTHORITY IS EXERCISED (Yr/Mo/Dy)  
 10/10/10

DD Form 1692N, APR 92 (Computer Generated) Previous editions are obsolete.



002135

**ENGINEERING CHANGE PROPOSAL (ECP), PAGE 3**

Form Approved  
 OMB No. 0708-0188

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ECP NUMBER: N143415

**EFFECTS ON PRODUCT CONFIGURATION DOCUMENTATION, LOGISTICE AND OPERATIONS Not Applicable**

(X)	FACTOR	ENCL	PAR	(X)	FACTOR	ENCL	PAR
	<b>27. EFFECTS ON PRODUCTION CONFIGURATION DOCUMENTATION OR CONTRACT</b>				<b>36. EFFECTS ON OPERATIONAL EMPLOYMENT</b>		
	a. PERFORMANCE				a. SAFETY		
	b. WEIGHT-BALANCE-STABILITY (Airborne)				b. DURABILITY		
	c. WEIGHT-MOVEMENT (Over equipment)				c. RELIABILITY		
	d. CDRL TECHNICAL DATA				d. MAINTAINABILITY		
	e. NOMENCLATURE				e. SERVICE LIFE		
					f. OPERATING PROCEDURES		
	<b>38. EFFECT ON INTEGRATED LOGISTICS SUPPORT (ILS) ELEMENTS</b>				g. ELECTROMAGNETIC INTERFERENCE		
	a. ILS PLANS				h. ACTIVATION SCHEDULE		
	b. MAINTENANCE CONCEPT, PLANS AND PROCEDURES				i. CRITICAL SINGLE POINT FAILURE ITEMS		
	c. LOGISTICS SUPPORT ANALYSES				j. INTEROPERABILITY		
	d. INTERIM SUPPORT PROGRAMS						
	e. SPARES AND REPAIR PARTS				<b>40. OTHER CONSIDERATIONS</b>		
	f. TECH MANUALS/PROGRAMMING TAPES				a. INTERFACE		
	g. FACILITIES				b. OTHER AFFECTED EQUIPMENT/BSIS/FP		
	h. SUPPORT EQUIPMENT				c. PHYSICAL CONSTRAINTS		
	i. OPERATOR TRAINING				d. COMPUTER PROGRAMS AND RESOURCES		
	j. OPERATOR TRAINING EQUIPMENT				e. REMOVAL OF OTHER EQUIPMENT		
	k. MAINTENANCE TRAINING				f. SYSTEM TEST PROCEDURES		
	l. MAINTENANCE TRAINING EQUIPMENT				g. WARRANTY GUARANTEES		
	m. CONTRACT MAINTENANCE				h. PARTS CONTROL		
	n. PACKAGING, HANDLING, STORAGE TRANSFORMABILITY				i. LIFE CYCLE COSTS		

**41. ALTERNATE SOLUTIONS**

NA

**42. DEVELOPMENTAL STATUS**

NA

**43. RECOMMENDATIONS FOR RETROFIT**

NA

**44. WORK HOURS PER UNIT TO INSTALL RETROFIT KITS**

a. ORGANIZATION NA	b. INTERMEDIATE NA	c. DEPOT NA	d. OTHER NA
-----------------------	-----------------------	----------------	----------------

**45. THIS CHANGE MUST BE ACCOMPLISHED**

<input type="checkbox"/> BEFORE NA	<input type="checkbox"/> WITH NA	<input type="checkbox"/> AFTER THE FOLLOWING CHANGES NA
---------------------------------------	-------------------------------------	--

**46. EFFECT OF THIS ECP AND PREVIOUSLY APPROVED ECP'S ON ITEM**

NA

**48. WORK HOURS TO CONDUCT SYSTEM TESTS AFTER RETROFIT**

NA

**47. IS CONTRACTOR FIELD SERVICE ENGINEERING REQUIRED?**

YES  NO

**49. OUT OF SERVICE TIME**

NA

**50. DAYS CONTRACTUAL AUTHORITY NEEDED FOR (Y/M/D)**

a. PRODUCTION NA

b. RETROFIT NA

**ENGINEERING CHANGE PROPOSAL (ECP), PAGE 4 Not Applicable**

Form Approved  
 OMB No. 0704-0188

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ECP NUMBER: N-10011

51. ESTIMATED NET TOTAL COST IMPACT (Use parentheses for savings)

FACTOR	Non-Recurring (a)	COST SAVINGS UNDER CONTRACT			Total (e)	Other Costs/Savings to the Government (f)
		Unit (b)	Quantity (c)	Total amount (d)		
<b>a. PRODUCTION COST SAVINGS</b>						
(1) CONFIGURATION ITEM/CDM						
(2) FACTORY TEST EQUIPMENT						
(3) SPECIAL FACTORY TOOLING						
(4) SCRAP						
(5) ENGINEERING, ENGINEERING DATA						
<b>REVISION</b>						
(6) REVISION OF TEST PROCEDURES						
(7) QUALIFICATION OF NEW TYPES						
(8) SUBTOTAL OF PROD COST SAVINGS						
<b>b. RETROFIT COSTS</b>						
(1) ENGINEERING DATA REVISION						
(2) PROTOTYPE TESTING						
(3) NET PROOF TESTING						
(4) RETROFIT COSTS FOR OPERATIONAL						
<b>SYSTEMS</b>						
(5) PRIOR OF ENVIRONMENTAL WTD						
(6) SPECIAL TOOLING FOR RETROFIT						
(7) INSTALLATION - CONTRACTOR						
<b>PERSONNEL</b>						
(8) INSTALLATION - GOVERNMENT						
<b>PERSONNEL</b>						
(9) TESTING AFTER RETROFIT						
(10) MODIFICATION OF SPEC/PP						
(11) QUALIFICATION OF SPEC/PP						
(12) SUBTOTAL OF RETROFIT						
<b>COST SAVINGS</b>						
<b>c. INTEGRATED LOGISTICS SUPPORT COST SAVINGS</b>						
(1) REPAIRS/REPAIR PARTS RECORD						
(2) NEW SPARE AND REPAIR PARTS						
(3) SUPPLY/REORDERING DATA						
(4) SUPPORT EQUIPMENT						
(5) RETROFIT COSTS FOR SPARE						
(6) OPERATOR TRAINING COURSES						
(7) MAINTENANCE TRAINING COURSES						
(8) REVISION OF TECHNICAL MANUALS						
(9) NEW TECHNICAL MANUALS						
(10) TRAINING MANUALS						
(11) MAINTENANCE SUPPORT						
(12) MAINTENANCE MANPOWER						
(13) COMPUTER						
<b>PROGRAM DOCUMENTATION</b>						
(14) SUBTOTAL OF ILS COST SAVINGS						
<b>d. OTHER COST SAVINGS</b>						
<b>e. SUBTOTAL COST SAVINGS</b>						
(1) SUBTOTAL UNDER CONTRACT						
<b>f. COORDINATION OF CHANGES WITH OTHER CONTRACTORS</b>						None
<b>g. COORDINATION CHANGES BY GOVERNMENT</b>						None
<b>h. ESTIMATED NET TOTAL COST SAVINGS</b>						None

**ENGINEERING CHANGE PROPOSAL (ECP), PAGE 5 Not Applicable**

Form Approved  
 OMB No. 0704-0188

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ECP NUMBER MI-N3895

**52. ESTIMATED COSTS/SAVINGS SUMMARY, RELATED ECP'S (Use parentheses for savings)**

	CP CODE	ECP NUMBER	DETERMINE SOURCE OR CONTRACT		DAREA CODE / SAVINGS TO GOVERNMENT
	NO		SA	SA	
<b>a. PRODUCTION COSTS/SAVINGS (Subset of Cost/Savings Elements from Page 4, Item 4.a., applicable to aircraft, ship, tank, vehicle, missile or its subsystem)</b>					
<b>(1) SUBTOTAL PRODUCTION COSTS / SAVINGS</b>					
<b>b. RETROFIT COSTS (Applicable to aircraft, ship, tank, vehicle, missile or its subsystem)</b>					
<b>(1) SUBTOTAL RETROFIT COSTS</b>					
<b>d. INTEGRATED LOGISTICS SUPPORT COSTS / SAVINGS</b>					
<b>REVISED REQUIREMENTS</b>					
<b>(1) ITEM RETROFIT (Not covered under 51) (Applicable to aircraft, ship, tank, vehicle, missile or its subsystem)</b>					
<b>(2) USE ESSENTIAL (Applicable to aircraft, ship, tank, vehicle, missile or its subsystem)</b>					
<b>(3) OPERATOR TRAINER (Net total cost / savings from each training operator trainer)</b>					
ECP					
<b>(4) MAINTENANCE TRAINER (Net total cost / savings from each ECP covering maintenance trainer)</b>					
ECP					
<b>(5) OTHER TRAINING EQUIPMENT</b>					
<b>(6) SUPPORT EQUIPMENT (Net total cost / savings from each support equipment)</b>					
ECP					
<b>(7) PLANS</b>					
<b>(8) MAINTENANCE CONCEPT, PLANS, SYSTEM DOCUMENTS</b>					
<b>(9) INTERIM SUPPORT PLAN</b>					
<b>NEW REQUIREMENTS</b>					
	CODE	NON-RECURRING COSTS	RECURRING COSTS		
			UNIT	QTY	TOTAL
<b>(10) PROVISIONING DOCUMENTATION</b>					
<b>(11) OPERATOR / TRNG DEVICES / EQUIP</b>					
<b>(12) MANUALS / SPARES, REPAIR PARTS</b>					
(For 11)					
<b>(13) MAINTENANCE MAINTENANCE DEVICES/EQUIP</b>					
<b>(14) MANUALS/SPARES, REPAIR PARTS</b>					
(For 11)					
<b>(15) SUPPORT EQUIPMENT</b>					
<b>(16) MANUALS (Part 11)</b>					
<b>(17) PROVISIONING DOCUMENTATION</b>					
(For 11)					
<b>(18) REPAIR PARTS / PARTS</b>					
<b>(19) SUBTOTAL LB COSTS / SAVINGS (Sum of c(1) through c(18))</b>					
<b>d. OTHER COSTS / SAVINGS (Total from Page 4, Item 4.c, or related ECP's)</b>					
<b>(1) TOTAL OTHER COSTS / SAVINGS</b>					
<b>(2) SUBTOTAL OF COLUMNS</b>					
<b>(3) SUBTOTAL UNDER CONTRACT</b>					
<b>e. ESTIMATED NET TOTAL COSTS / SAVINGS (a + b + c + d)</b>					

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ENGINEERING CHANGE PROPOSAL (ECP) (HARDWARE), PAGE 6 Not Applicable												Form Approved OAS No. 8704- B-122							
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												SA CAGE CODE 05718							
1A. CONFIGURATION ITEM NOMENCLATURE						1B. TITLE OF CHANGE													
5B. DATE AUTHORIZATION TO PROCEED																			
RECEIVED BY CONTRACTOR (Y/M/D) →												A START DELIVERY		A COMPLETE DELIVERY		PROGRESS POINT			
NO. OF MONTHS												13   14   15   16   17   18   19   20   21   22		23   24   25   26   27   28   29   30   31					
												1   2   3   4   5   6   7   8		9   10   11   12					
C O N F I G U R A T I O N I T E M S	(1) Production																		
	(2) Tech Manuals																		
	(3) Receipt																		
	(4) MONITORING/CALITYTD																		
	(5) Spares/ Repair Parts																		
P R O C E D U R E S	(1) Production																		
	(2) Tech Manuals / Prog. Tapes																		
	(3) Receipt																		
	(4) MONITORING/CALITYTD																		
	(5) Repair Parts																		
T R A I N I N G	(1) Operator																		
	(2) Maintenance																		
NO. OF MONTHS												13   14   15   16   17   18   19   20   21   22		23   24   25   26   27   28   29   30   31					
												1   2   3   4   5   6   7   8		9   10   11   12					

DD Form 1492/6, APR 92

(Continued Government)

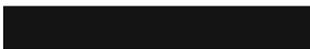
Previous editions are obsolete.

002139

ENGINEERING CHANGE PROPOSAL (ECP) (SOFTWARE), PAGE 7 Not Applicable		Form Approved OMB No. 0704-0188	
<p>Public reporting burden for this collection of information is estimated to average 7 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503.</p> <p><b>PLEASE DO NOT RETURN YOUR COMPLETED FORM TO EITHER OF THESE ADDRESSES, RETURN COMPLETED FORM TO THE GOVERNMENT ISSUING CONTRACTING OFFICER FOR THE CONTRACT / PROCURING ACTIVITY NUMBER LISTED IN ITEM 2 OF THE COMPLETED DD FORM 1602.</b></p>		<p>ECP NUMBER MI-N3895</p> <p>AV, CAGE CODE 05716</p>	
58. COMPUTER SOFTWARE (ITEM NOMENCLATURE)		59. TITLE OF CHANGE	
60. DATE AUTHORIZATION TO PROCEED RECEIVED BY CONTRACTOR (YYMMDD) →		<input type="checkbox"/> B START DELIVERY <input type="checkbox"/> C COMPLETE DELIVERY <input type="checkbox"/> D PROGRESS POINT	
NO. OF MONTHS		1   2   3   4   5   6   7   8   9   10   11   12	13   14   15   16   17   18   19   20   21   22   23   24   25   26   27   28   29   30   31   32   33   34   35   36
SOFTWARE DEVELOPMENT	(1) Software Engineering		
	(2) Software Documentation		
	(3) Software Flap/cation		
	(4) Software Distribution		
SOFTWARE SUPPORT	(1) Software Engineering Environment Upgrade		
	(2) Software Test Environment Upgrade		
OPERATOR	(1) Operator		
	(2) Maintenance		
NO. OF MONTHS		1   2   3   4   5   6   7   8   9   10   11   12	13   14   15   16   17   18   19   20   21   22   23   24   25   26   27   28   29   30   31   32   33   34   35   36

DD FORM 1692/6, APR 92

(Computer Generated)



002140

Notice of Revision (NOR) THIS REVISION DESCRIBED BELOW HAS BEEN AUTHORIZED FOR THE DOCUMENT LISTED		1. DATE (YYMMDD) 100926	Form Approved OMB No. 0704-0188
Public reporting burden for this collection of information is estimated to average 2 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Washington, DC 20503. PLEASE DO NOT RETURN YOUR COMPLETED FORM TO EITHER OF THESE ADDRESSES. RETURN COMPLETED FORM TO THE GOVERNMENT ISSUING CONTRACTING OFFICER FOR THE CONTRACT/PROCURING ACTIVITY NUMBER LISTED IN ITEM 2 OF THIS FORM.			
4. ORIGINATOR a. TYPED NAME (Print, Middle, Last) [REDACTED]		b. ADDRESS (Street, City, State, Zip Code) 350 Lowell Street Andover, MA 01010	5. CAGE CODE 05710 7. CAGE CODE 05710
1. TITLE OF DOCUMENT JLENS COMMUNICATION AND PROCESSING GROUP (CPG) PRIME ITEM DEVELOPMENT SPECIFICATION (PIDS)		10. REVISION LETTER a. CURRENT K	2. PROCUREMENT ACTIVITY NO. 3. DODAAC YW8112M 8. NOR NO. 3 6. DOCUMENT NO. H337785
11. ECP NO MI-NB995		12. CONFIGURATION ITEM (OR SYSTEM) TO WHICH ECP APPLIES COMMUNICATION AND PROCESSING GROUP (CPG)	

(b)(4)



Additional Changes below.

(b)(3)(A)(i)&Title 10  
 Sec 130 (a)(b)

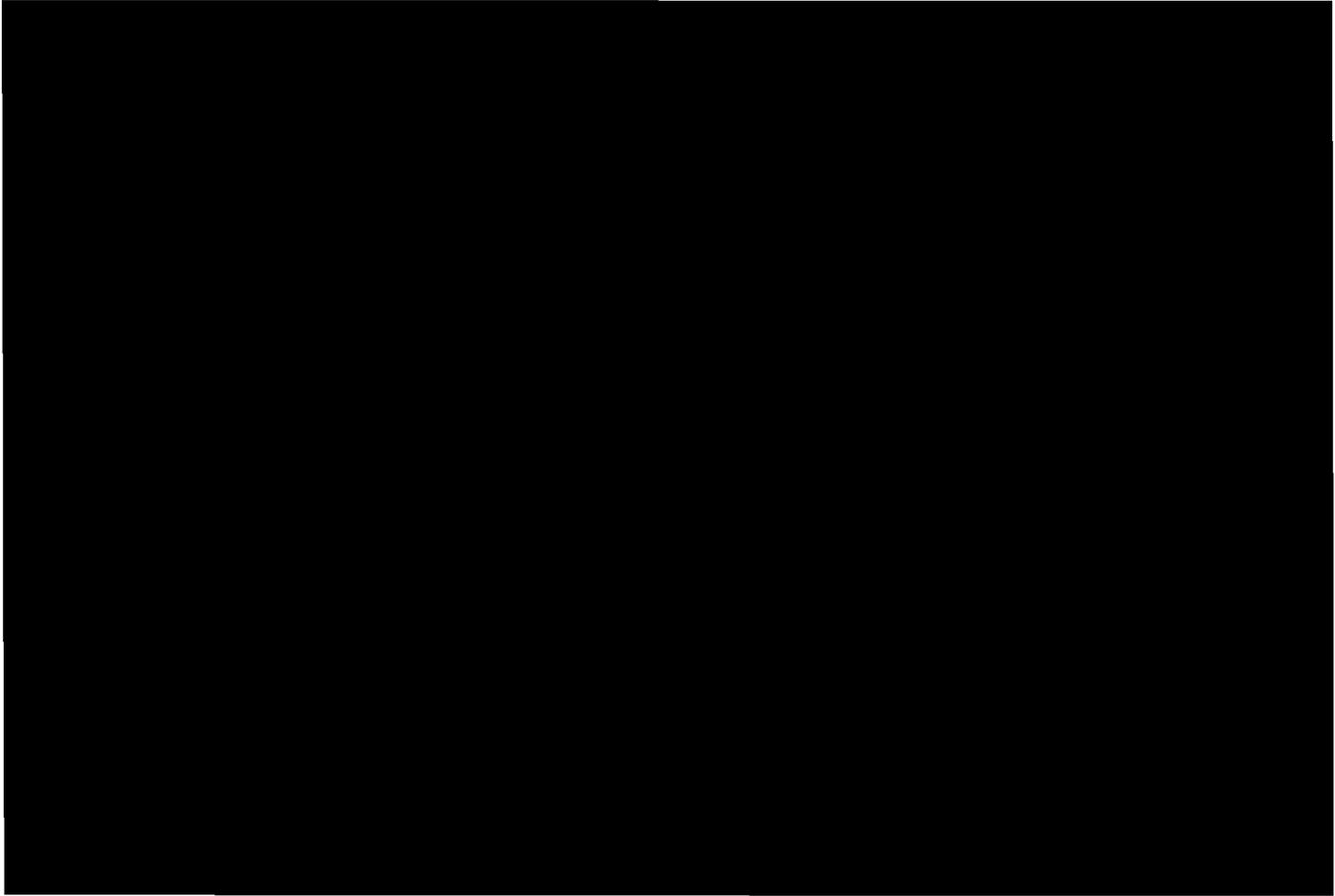
002141



(b)(3)(A)(i)&Title 10 Sec 130 (a)(b)

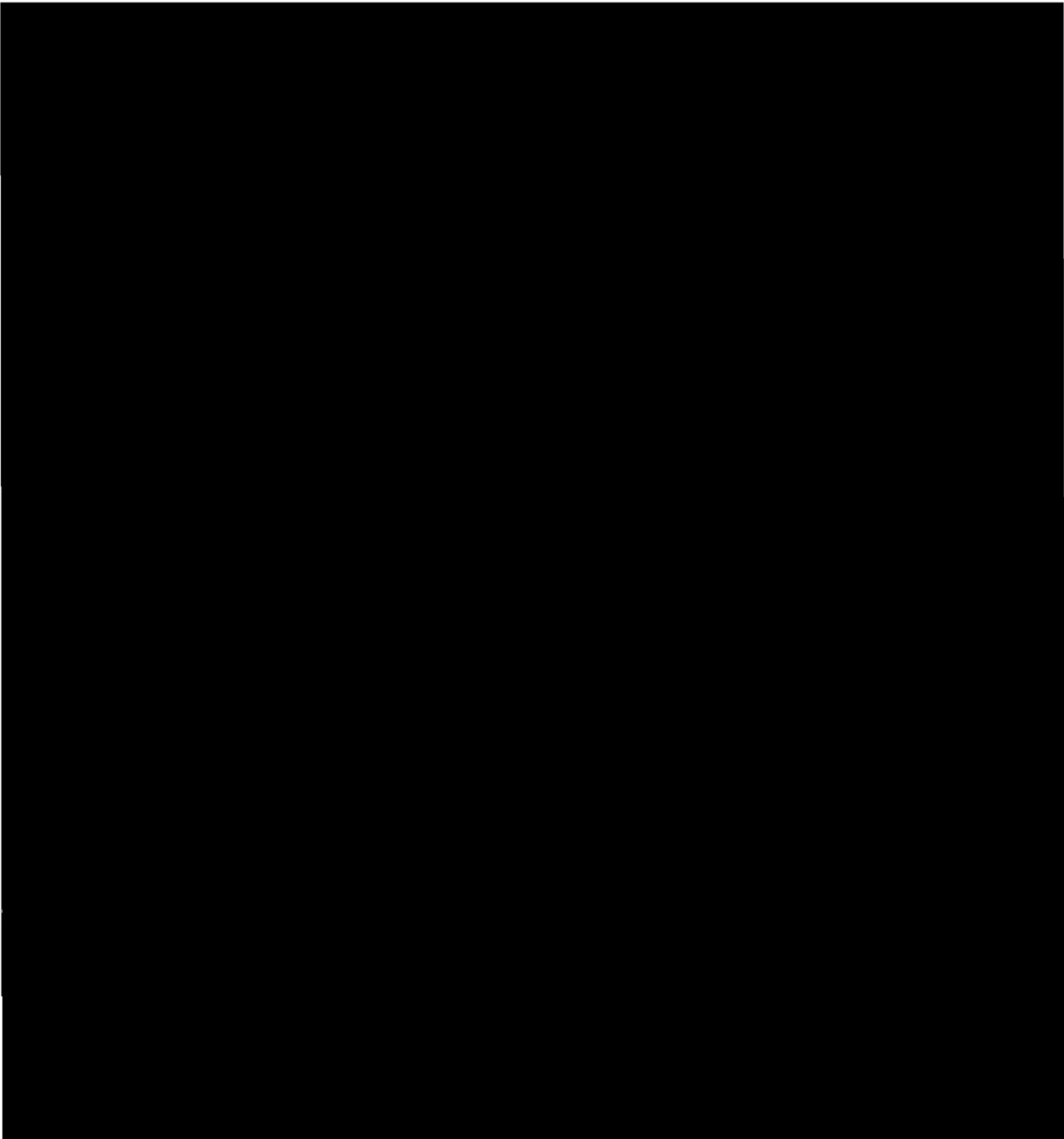
002142

(b)(3)(A)(i)&Title 10 Sec  
130 (a)(b)



(b)(3)(A)(i)&Title 10 Sec  
130 (a)(b)

002143

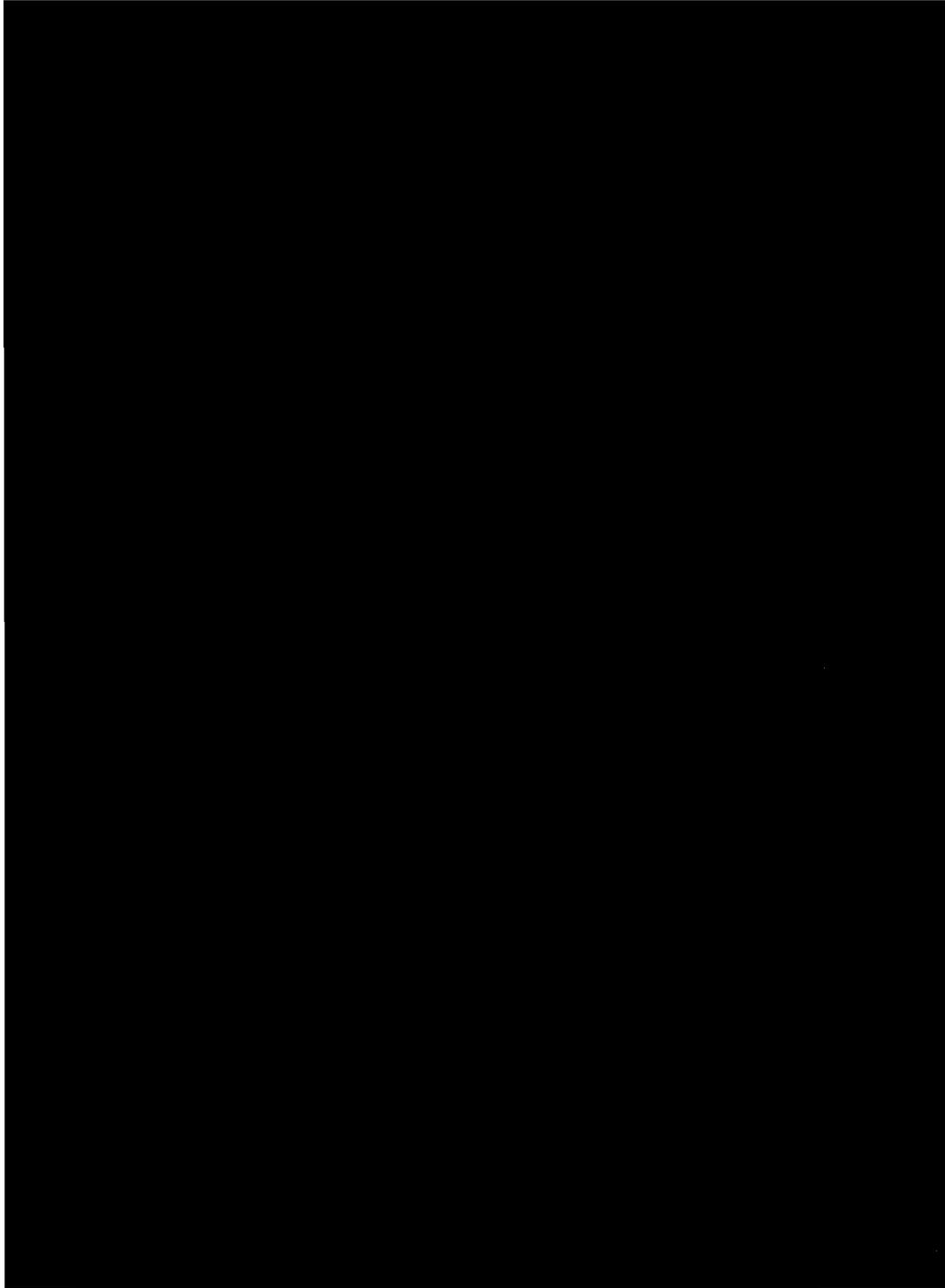


(b)(3)  
(A)  
(i)&Title  
10 Sec  
130 (a)  
(b)

(b)(3)(A)(i)&Title 10 Sec 130 (a)(b)

002144

Change Build Allocation according to table below:



(b)(3)(A)(i)&Title 10  
Sec 130 (a)(b)

(b)(3)(A)  
(i)&Title  
10 Sec 130  
(a)(b)

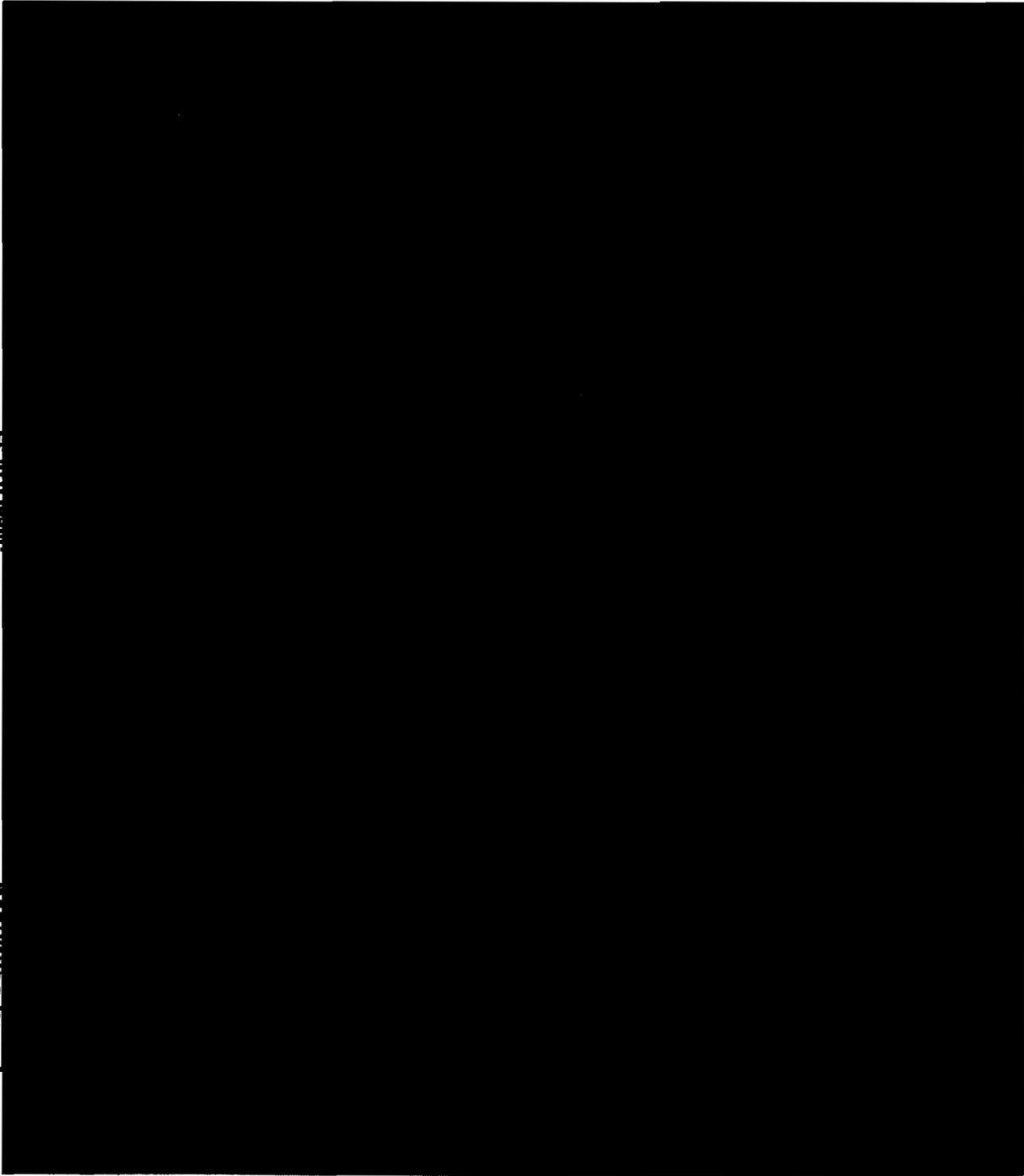
(b)(3)  
(A)  
(i)&Title  
10 Sec  
130 (a)  
(b)

(b)(3)(A)  
(i)&Title  
10 Sec  
130 (a)  
(b)

002145

(b)(3)(A)  
(i)&Title 10  
Sec 130 (a)(b)

(b)(3)(A)(i)&Title 10 Sec 130  
(a)(b)



Sheet 6 of 39

Notice of Revision (NOR) continued

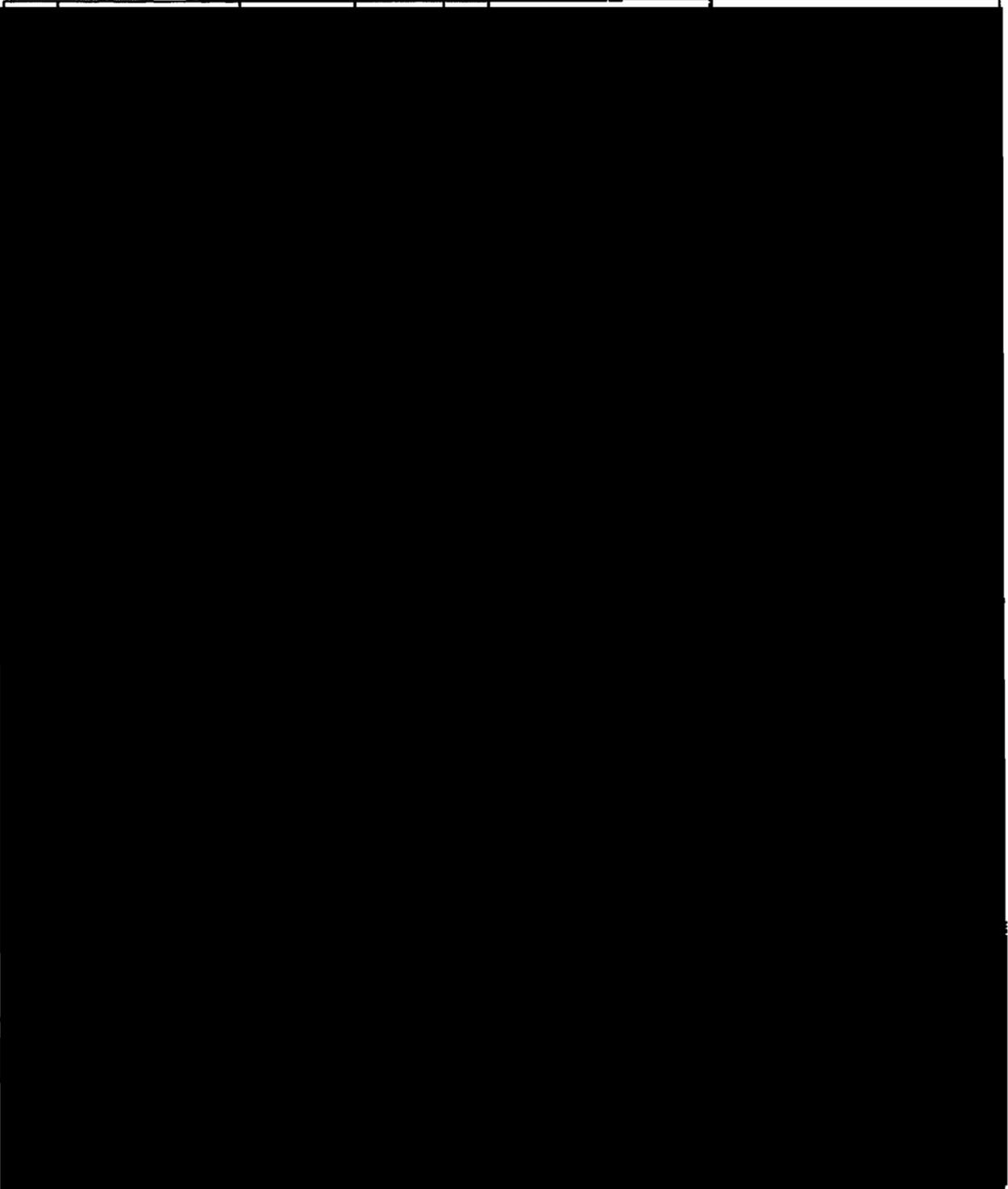
002146

(b)(3)(A)(i)&Title 10  
Sec 130 (a)(b)

(b)(3)(A)(i)&Title 10 Sec  
130 (a)(b)

Sheet 7 of 39

Notice of Revision (NOR) continued



002147

(b)(3)(A)(i)&Title 10 Sec  
130 (a)(b)

(b)(3)(A)(i)&Title 10 Sec  
130 (a)(b)

Sheet 8 of 39

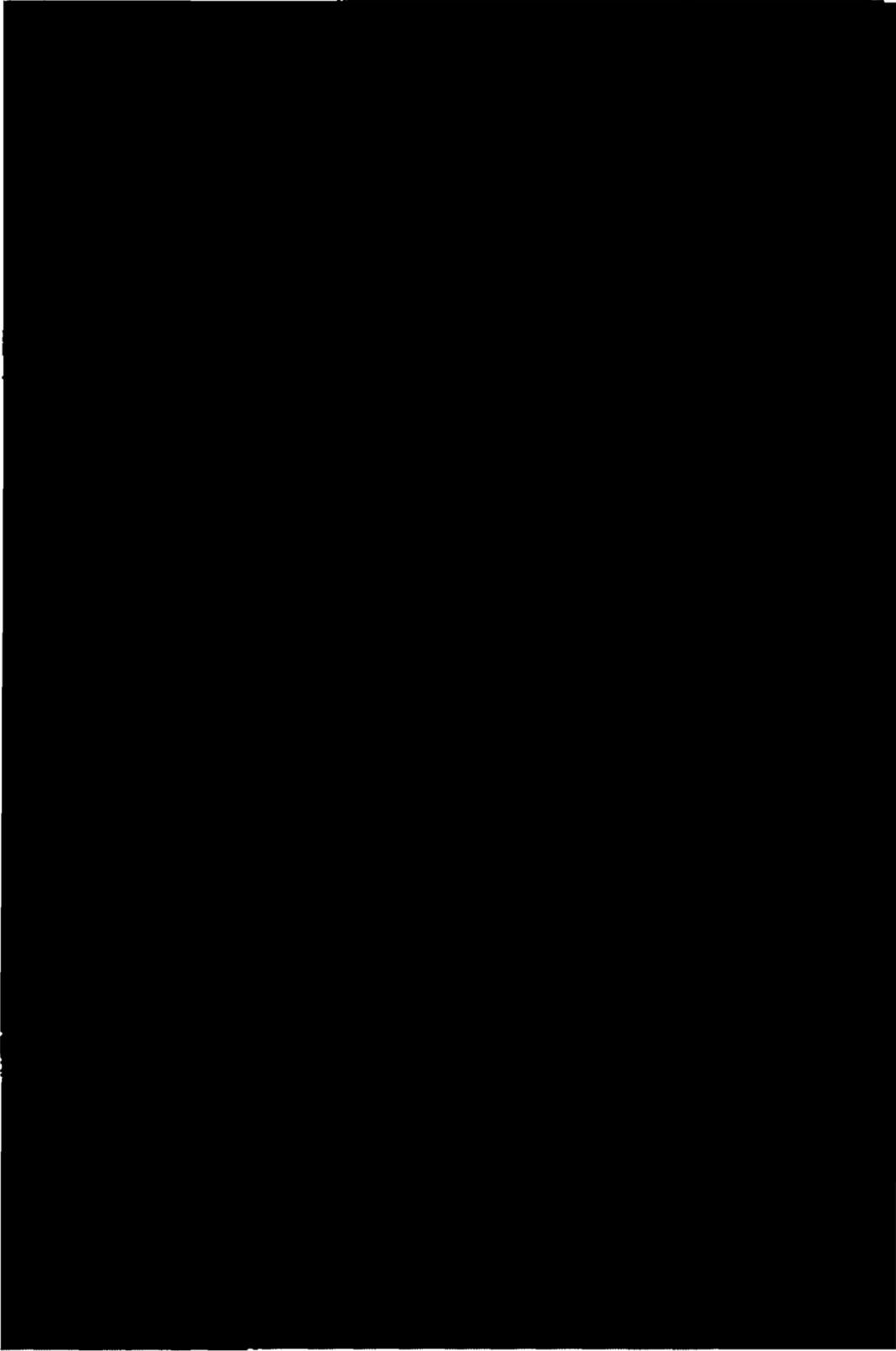
Notice of Revision (NOR) continued

(b)(3)(A)  
(i)&Title 10  
Sec 130 (a)(b)

002148

(b)(3)(A)(i)&Title 10 Sec 130  
(a)(b)

(b)(3)(A)(i)&Title 10 Sec 130 (a)(b)



(b)(3)(A)  
(i)&Title  
10 Sec 130  
(a)(b)

(b)(3)(A)  
(i)&Title 10  
Sec 130 (a)  
(b)

Sheet 9 of 39

Notice of Revision (NOR) continued

Update NOR according to following table.

002149

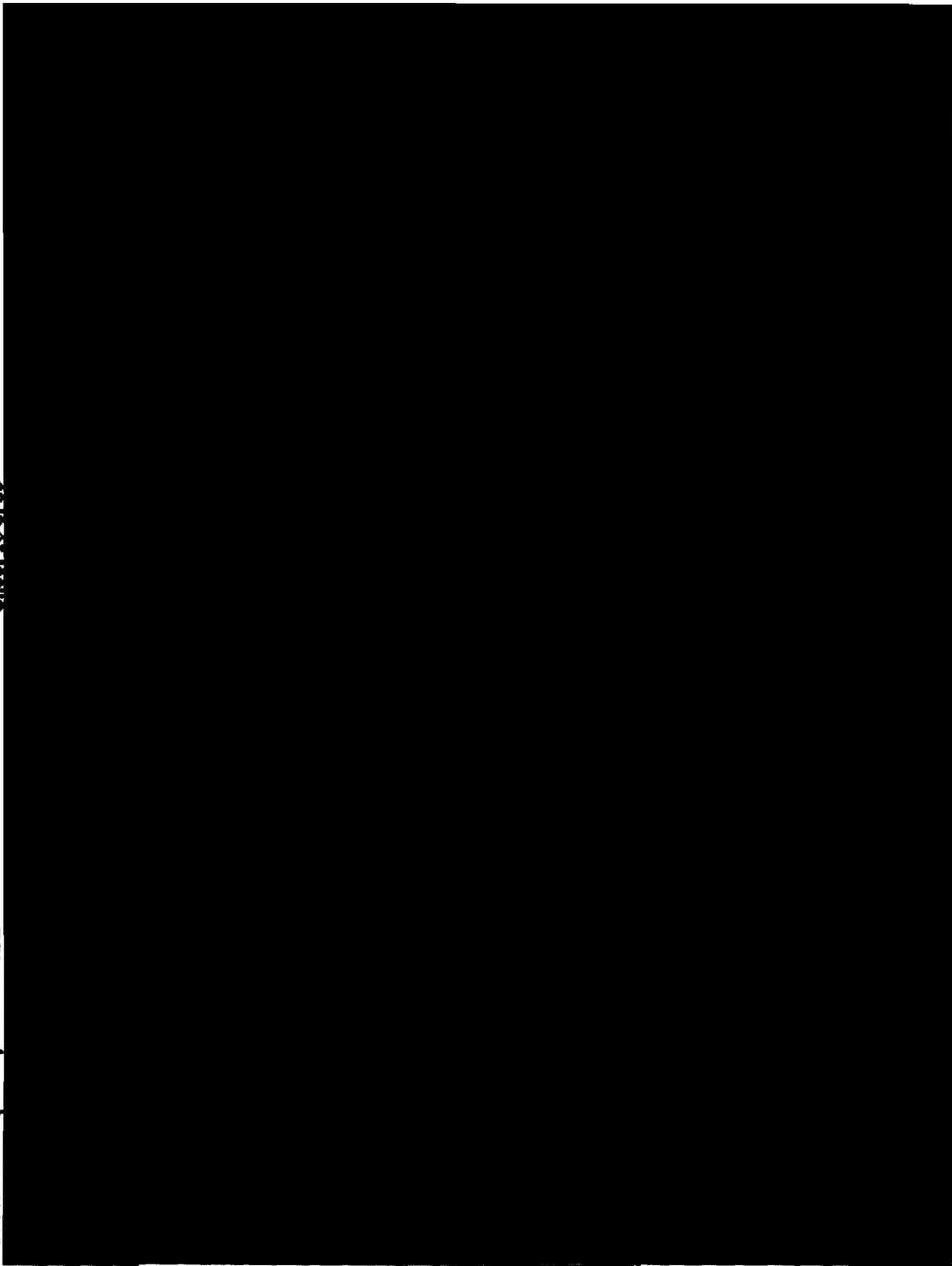
(b)(3)(A)(i)&Title 10 Sec  
130 (a)(b)

(b)(3)(A)(i)&Title 10  
Sec 130 (a)(b)

Sheet 10 of 39

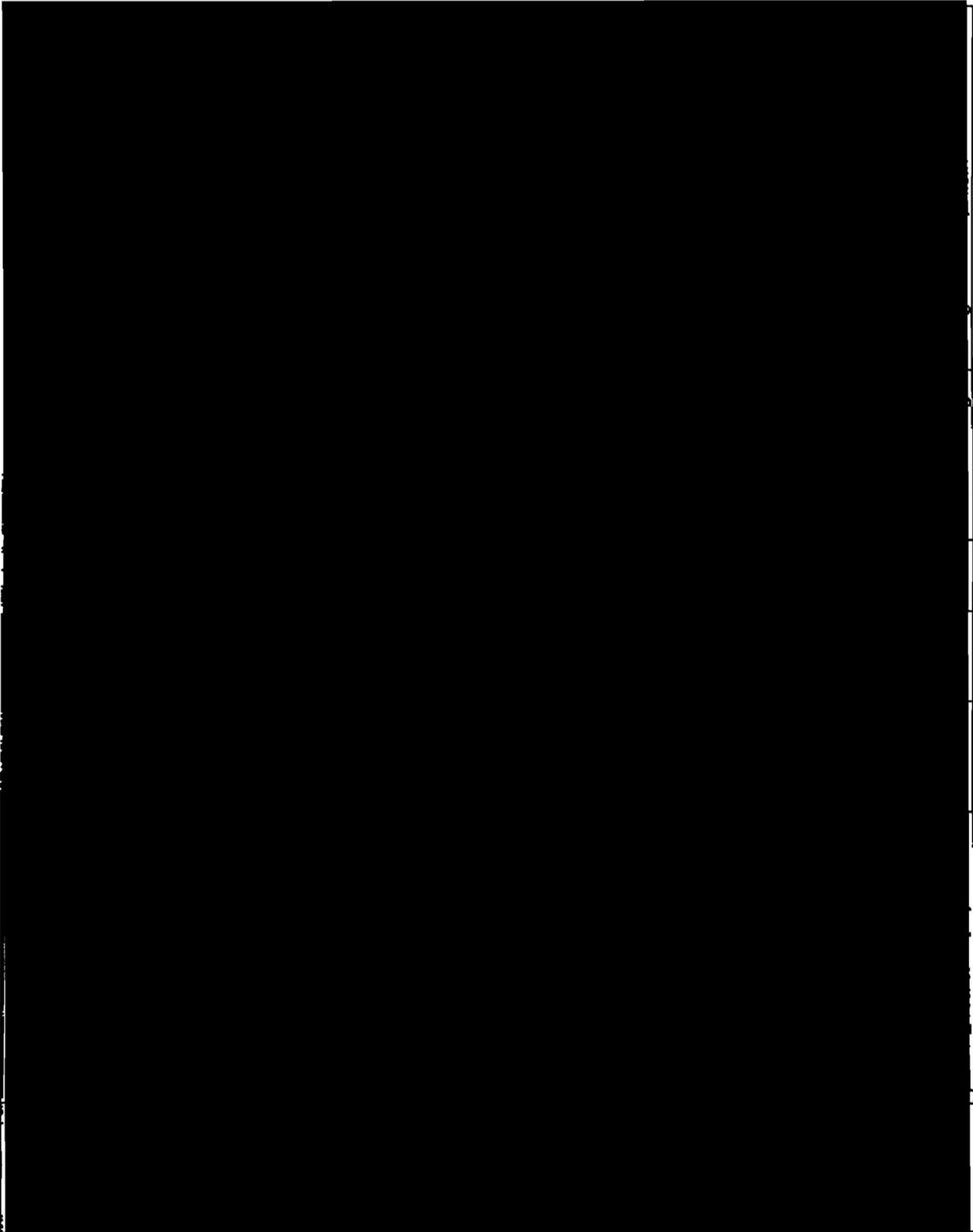
(b)(3)(A)  
(i)&Title  
10 Sec  
130 (a)  
(b)

Notice of Revision (NOR) continued



002150

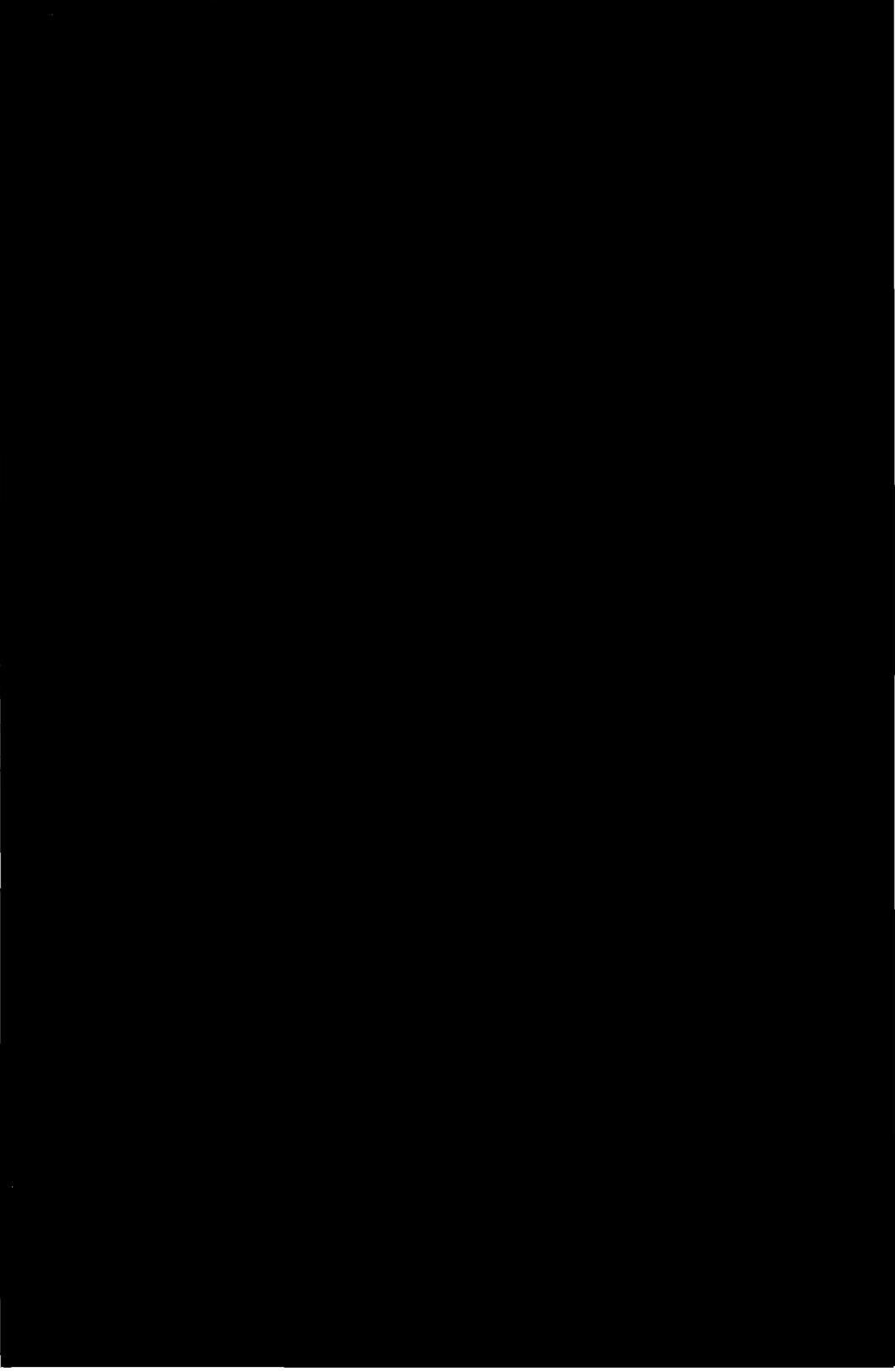
(b)(3)(A)(i)&Title 10 Sec 130  
(a)(b)



002151

Sheet 12 of 39

Notice of Revision (NOR) continued

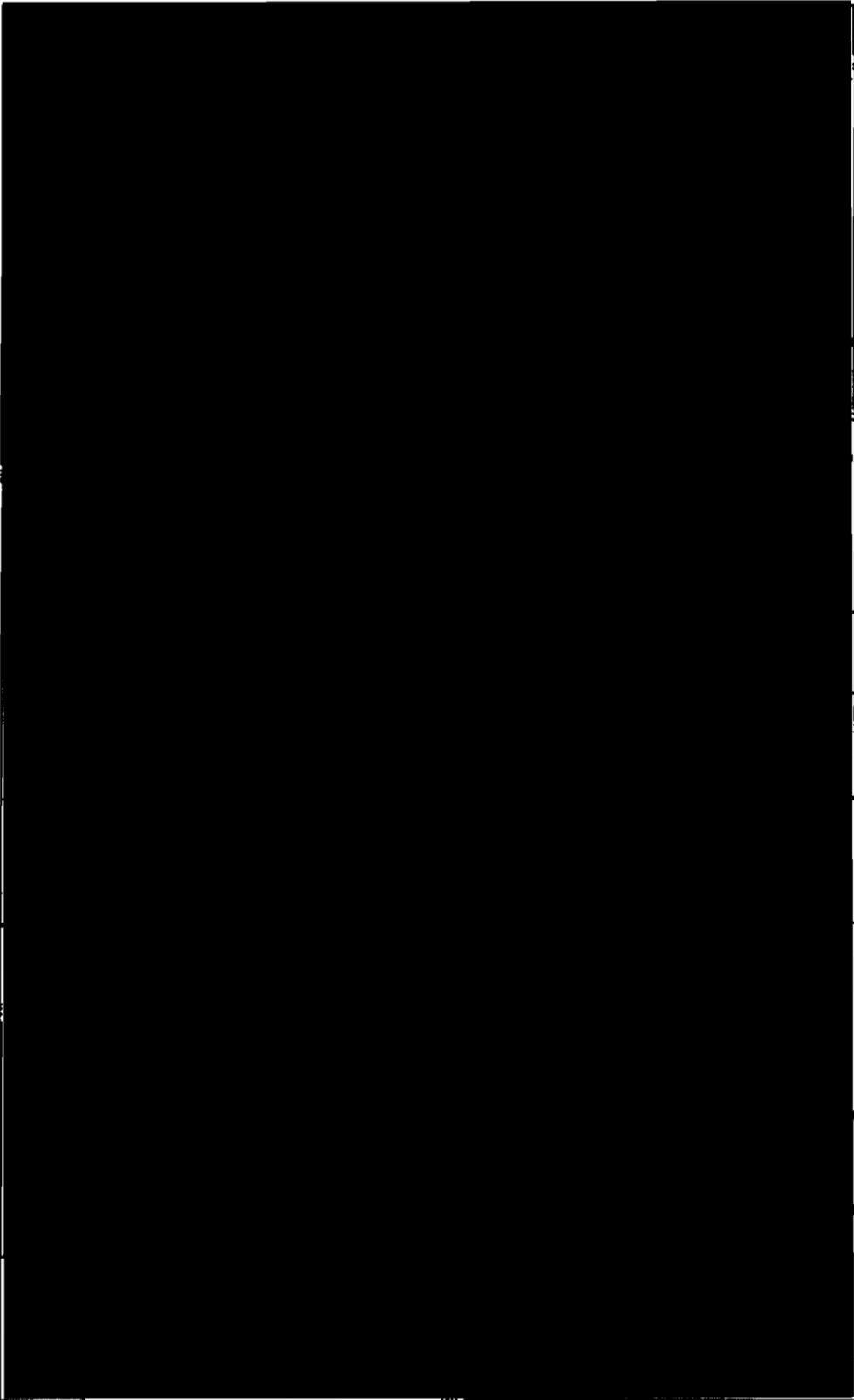


002152

(b)(3)(A)(i)&Title 10 Sec 130  
(a)(b)

Sheet 13 of 39

office of Revision (NOR) continued

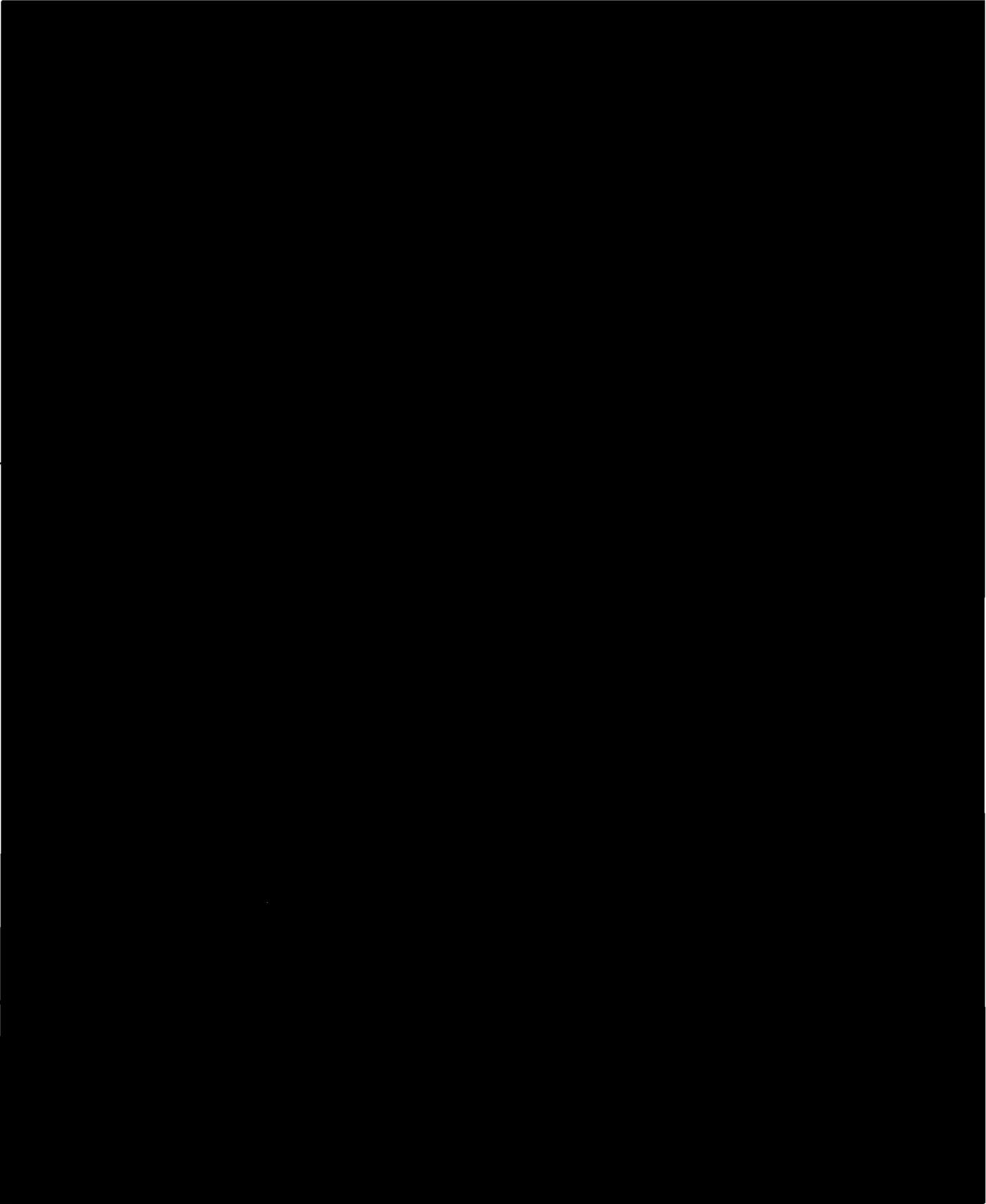


(b)(3)(A)(i)&Title 10  
Sec 130 (a)(b)

(b)(3)(A)(i)&Title 10  
Sec 130 (a)(b)

002153

(b)(3)(A)(i)&Title 10 Sec  
130 (a)(b)

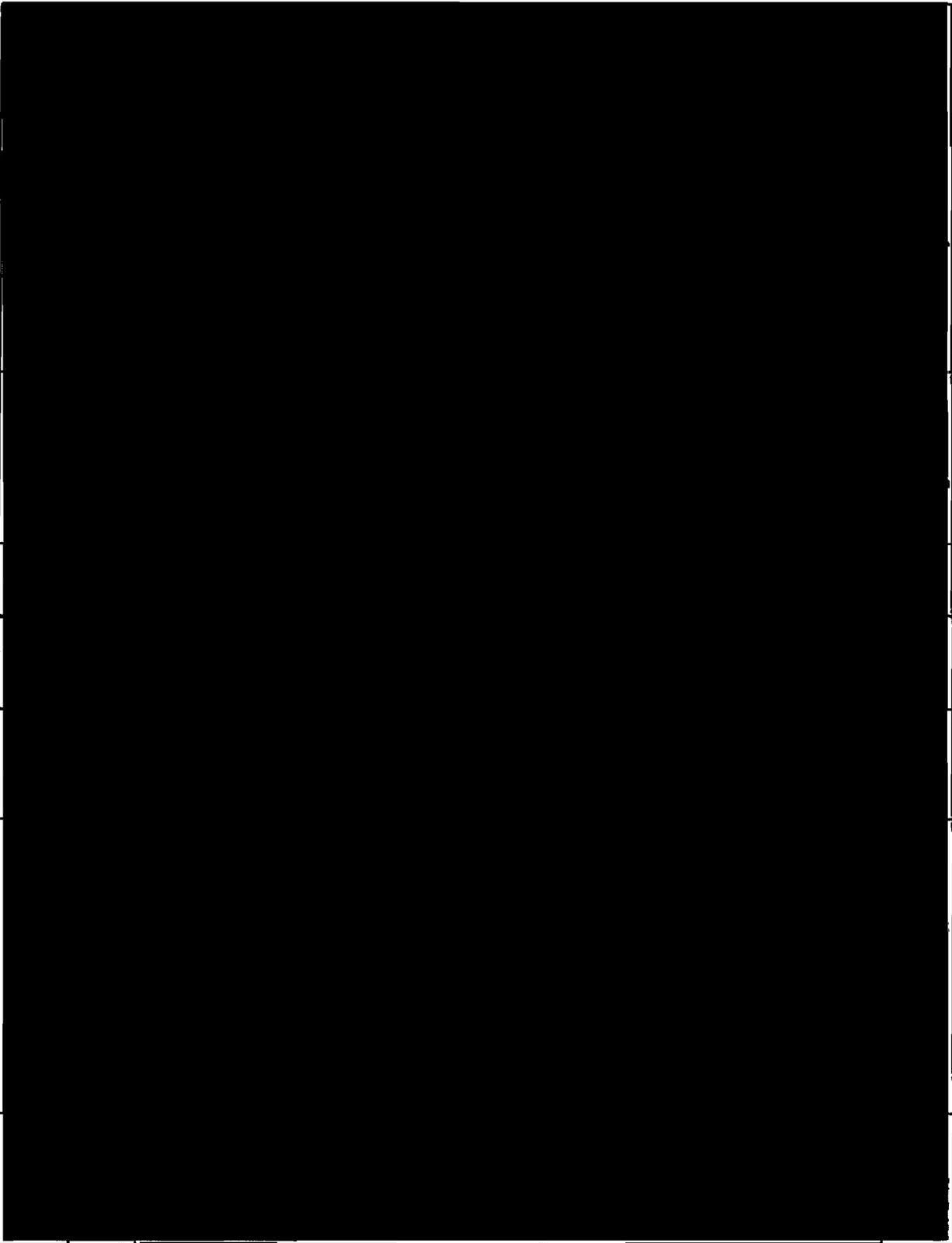


002154

(b)(3)(A)(i)&Title 10 Sec  
130 (a)(b)

Sheet 15 of 39

office of Revision (NOR) continued



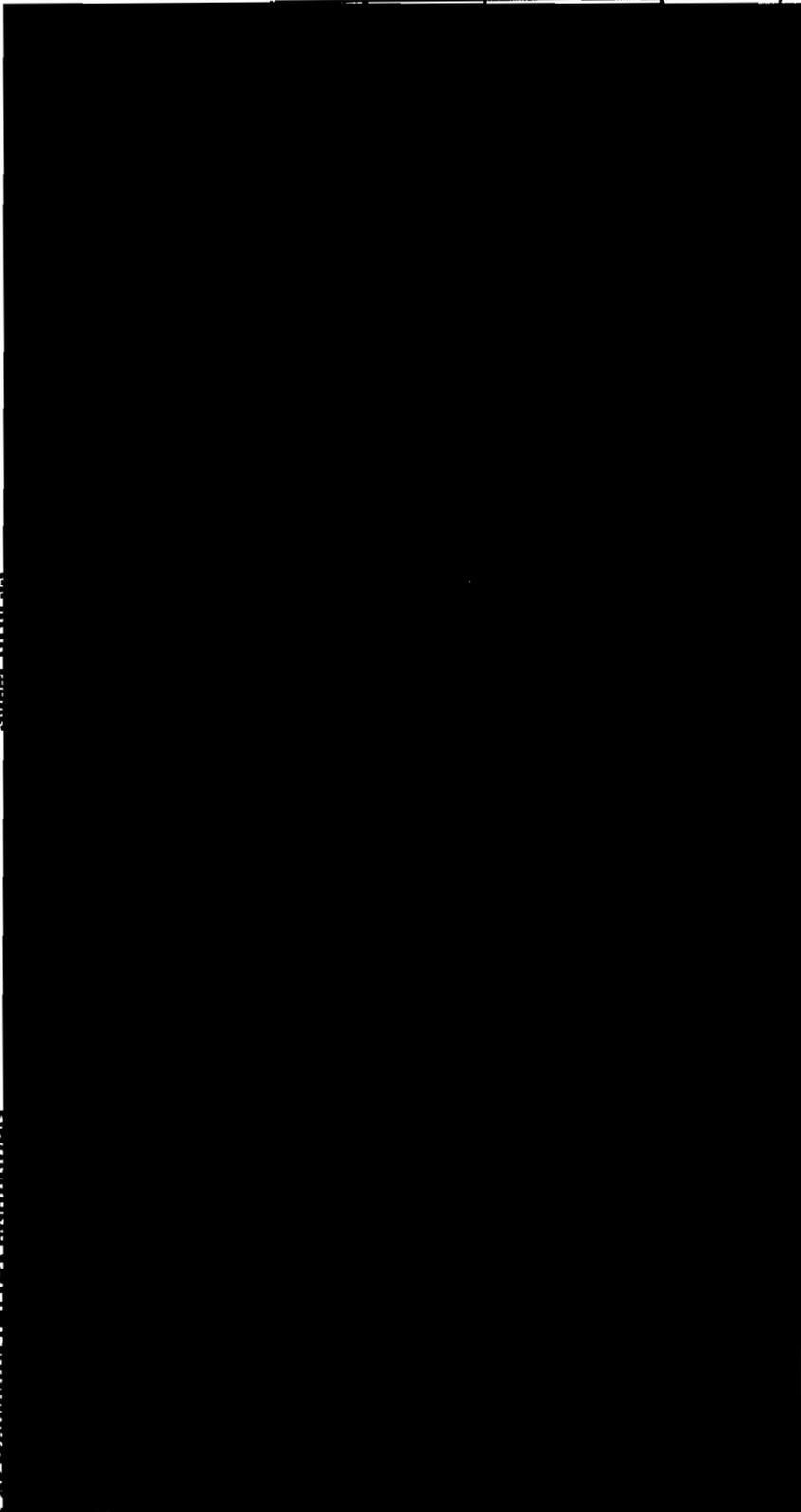
(b)(3)  
(A)  
(i)&Title  
10 Sec  
130 (a)  
(b)

002155

(b)(3)(A)(i)&Title 10 Sec  
130 (a)(b)

Sheet 16 of 39

Notice of Decision (NOD) continued



(b)(3)(A)(i)&Title 10 Sec  
130 (a)(b)

(b)(3)(A)(i)&Title 10 Sec 130  
(a)(b)

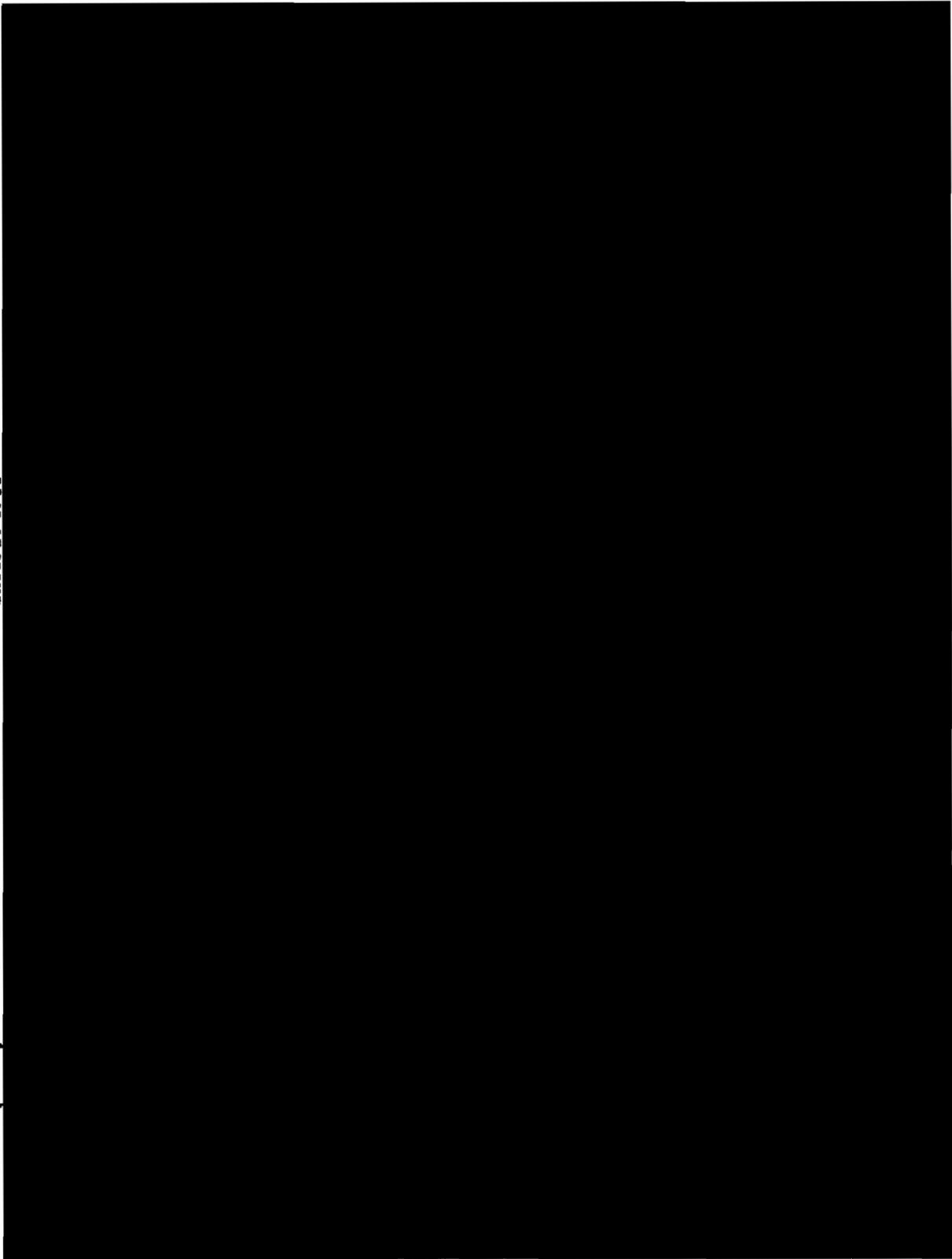
002156

(b)(3)(A)(i)&Title 10 Sec 130  
(a)(b)

(b)(3)(A)(i)&Title 10 Sec 130  
(a)(b)

Sheet 17 of 39

Notice of Revision (NDR) continued

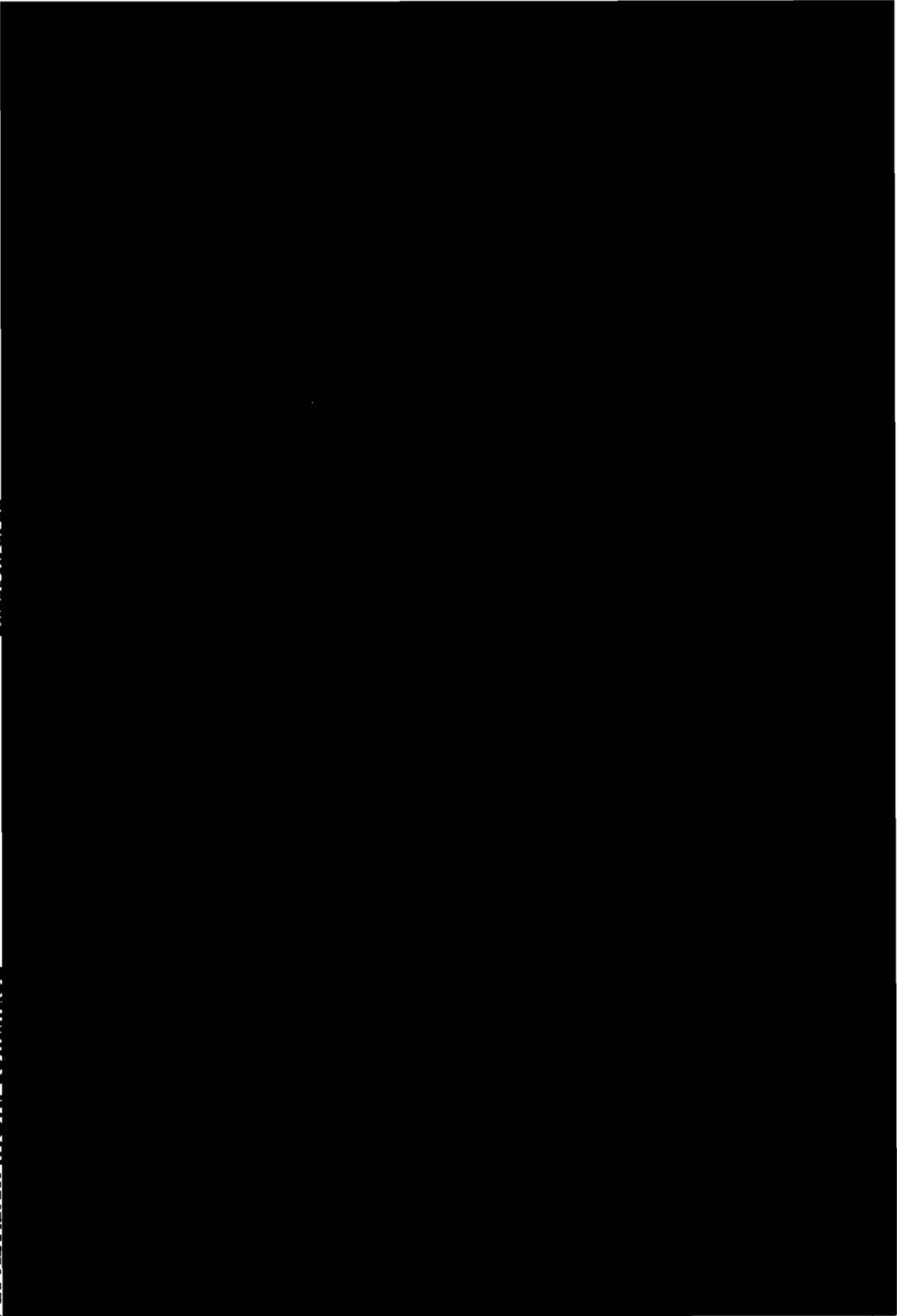


002157

(b)(3)(A)(i)&Title  
10 Sec 130 (a)(b)

Notice of Revision (NOR) continued

Sheet 18 of 38

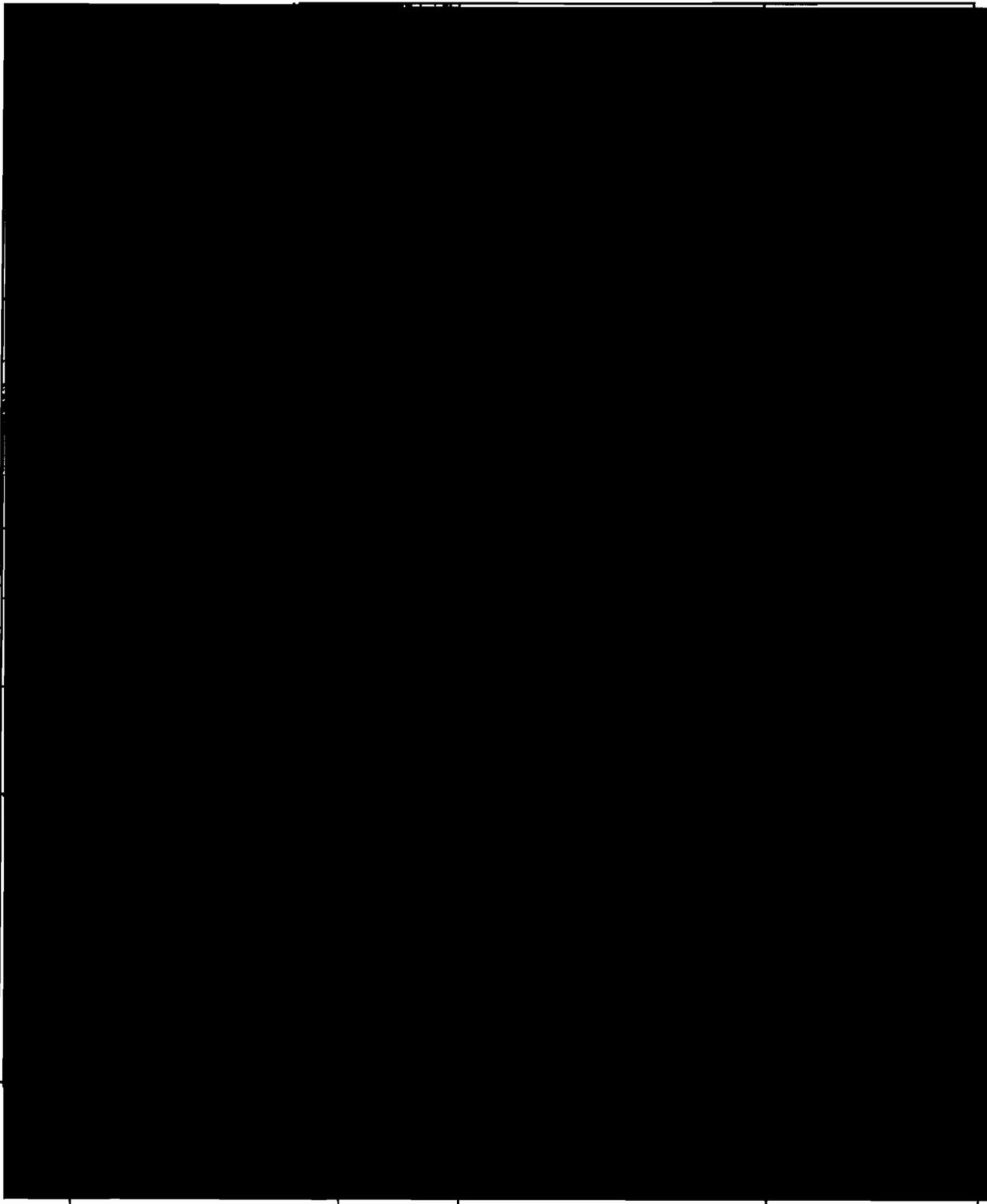


(b)(3)(A)  
(i)&Title 10  
Sec 130 (a)(b)

(b)(3)(A)  
(i)&Title 10 Sec  
130 (a)(b)

(b)(3)(A)  
(i)&Title 10 Sec  
130 (a)(b)

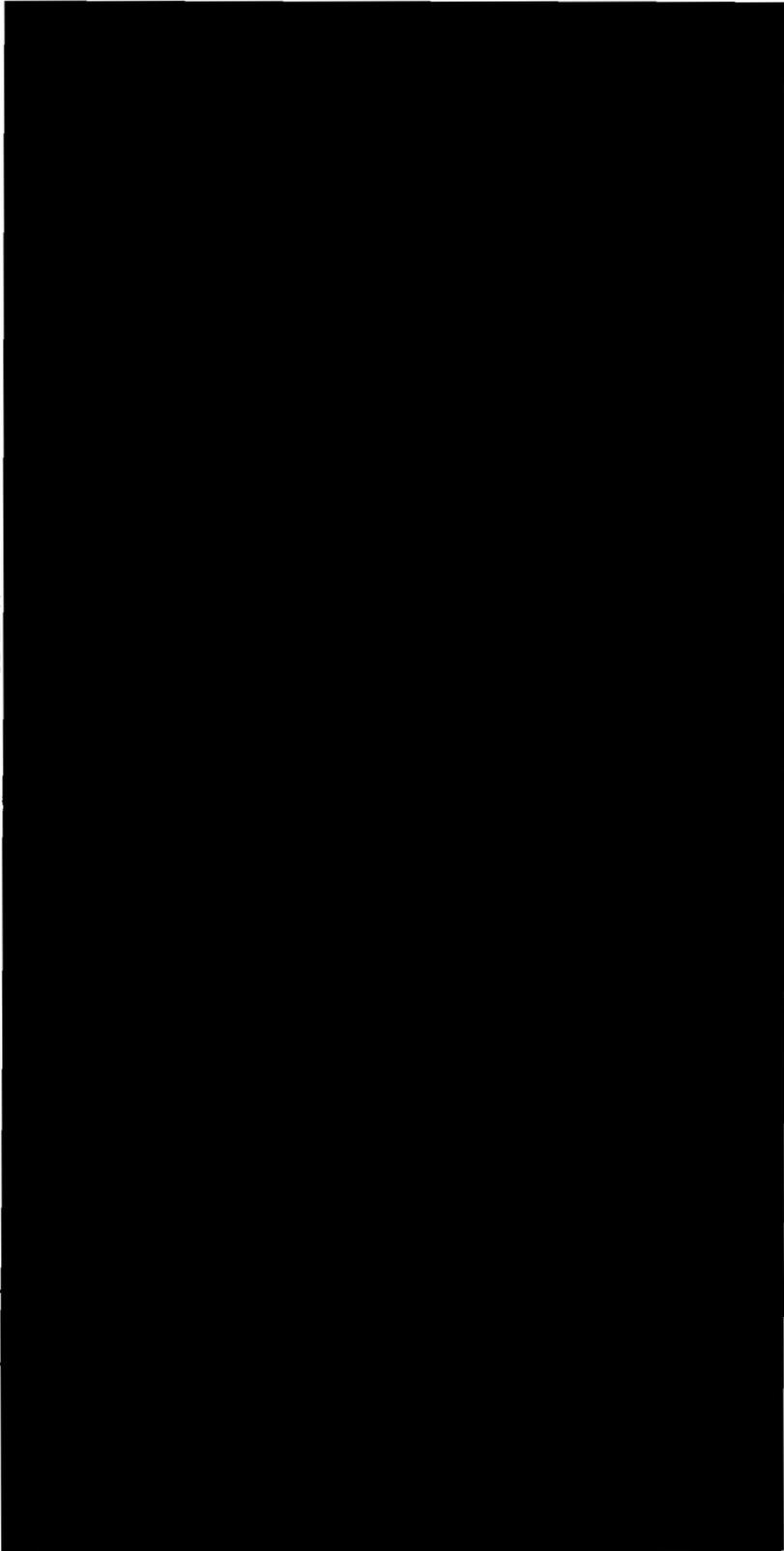
002158



Sheet 19 of 39

Notice of Revision (NOR) continued

002159



(b)(3)(A)(i)&Title 10 Sec  
130 (a)(b)

(b)(3)(A)(i)&Title 10  
Sec 130 (a)(b)

(b)(3)(A)(i)&Title 10  
Sec 130 (a)(b)

002160

(b)(3)(A)(i)&Title  
10 Sec 130 (a)(b)

Sheet 21 of 39

(b)(3)(A)  
(i)&Title 10  
Sec 130 (a)  
(b)

Notice of Revision (NOR) continued

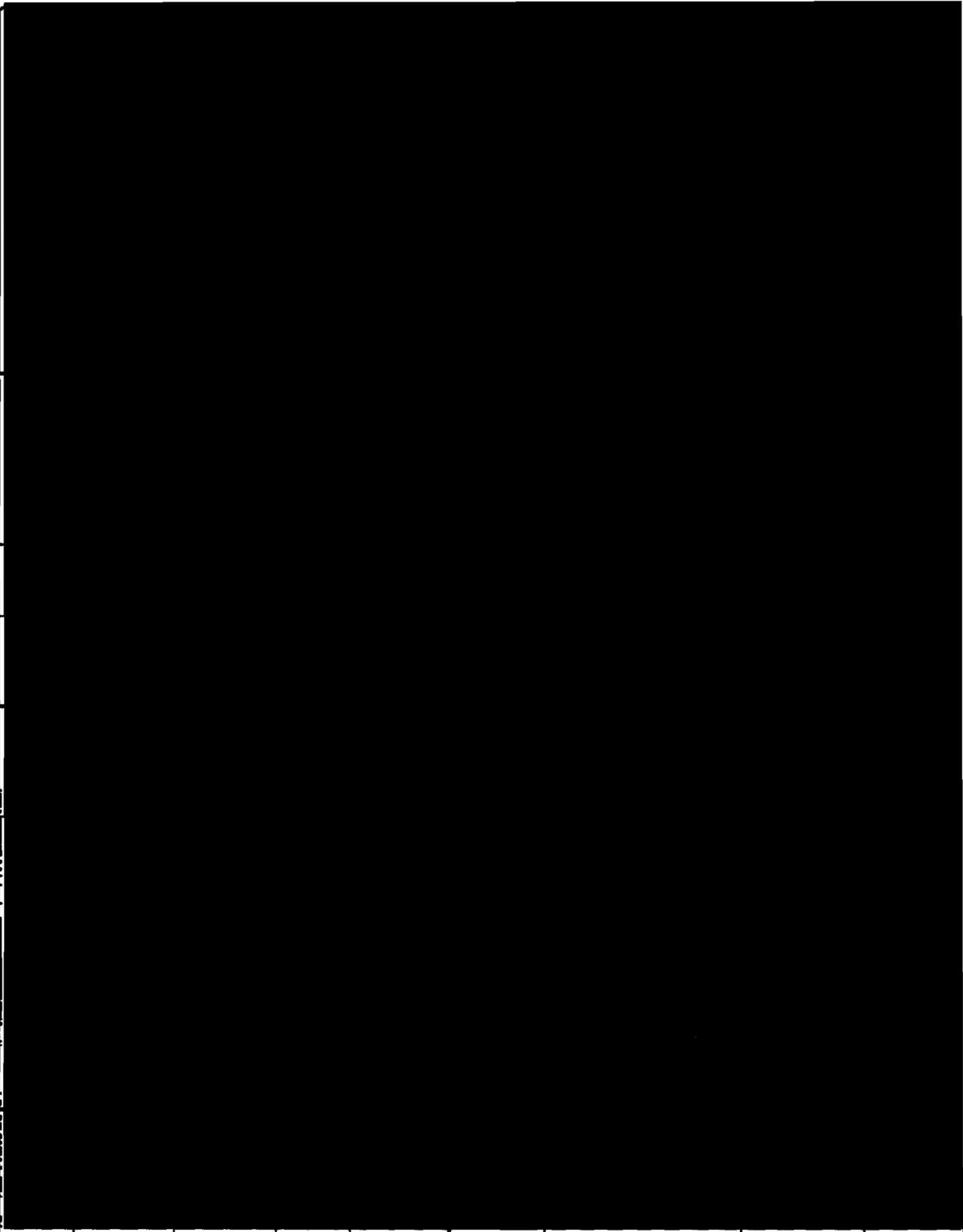
002161

(b)(3)(A)  
(i)&Title 10  
Sec 130 (a)(b)

(b)(3)(A)  
(i)&Title 10 Sec  
130 (a)(b)

Sheet 22 of 39

Notice of Revision (NOR) continued

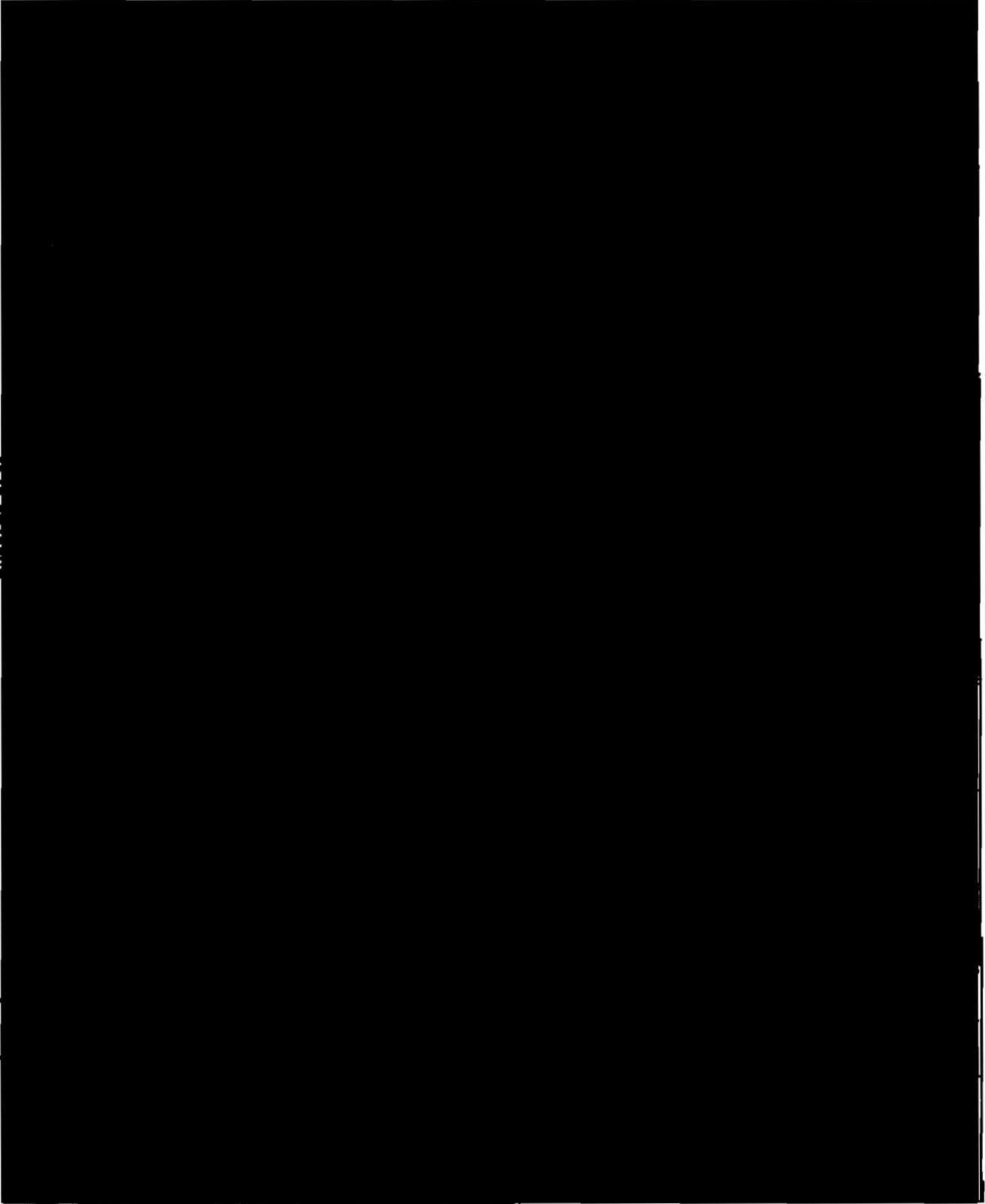


002162

(b)(3)(A)(i)&Title 10  
Sec 130 (a)(b)

Sheet 23 of 49

Notice of Revision (NOR) continued



002163.

(b)(3)(A)(i)&Title 10  
Sec 130 (a)(b)

Sheet 24 of 38

Notice of Revision (NOR) continued

(b)(3)(A)(i)&Title  
10 Sec 130 (a)(b)

(b)(3)(A)(i)&Title  
10 Sec 130 (a)(b)

002164

(b)(3)(A)  
(i)&Title 10  
Sec 130 (a)(b)

Sheet 25 of 39

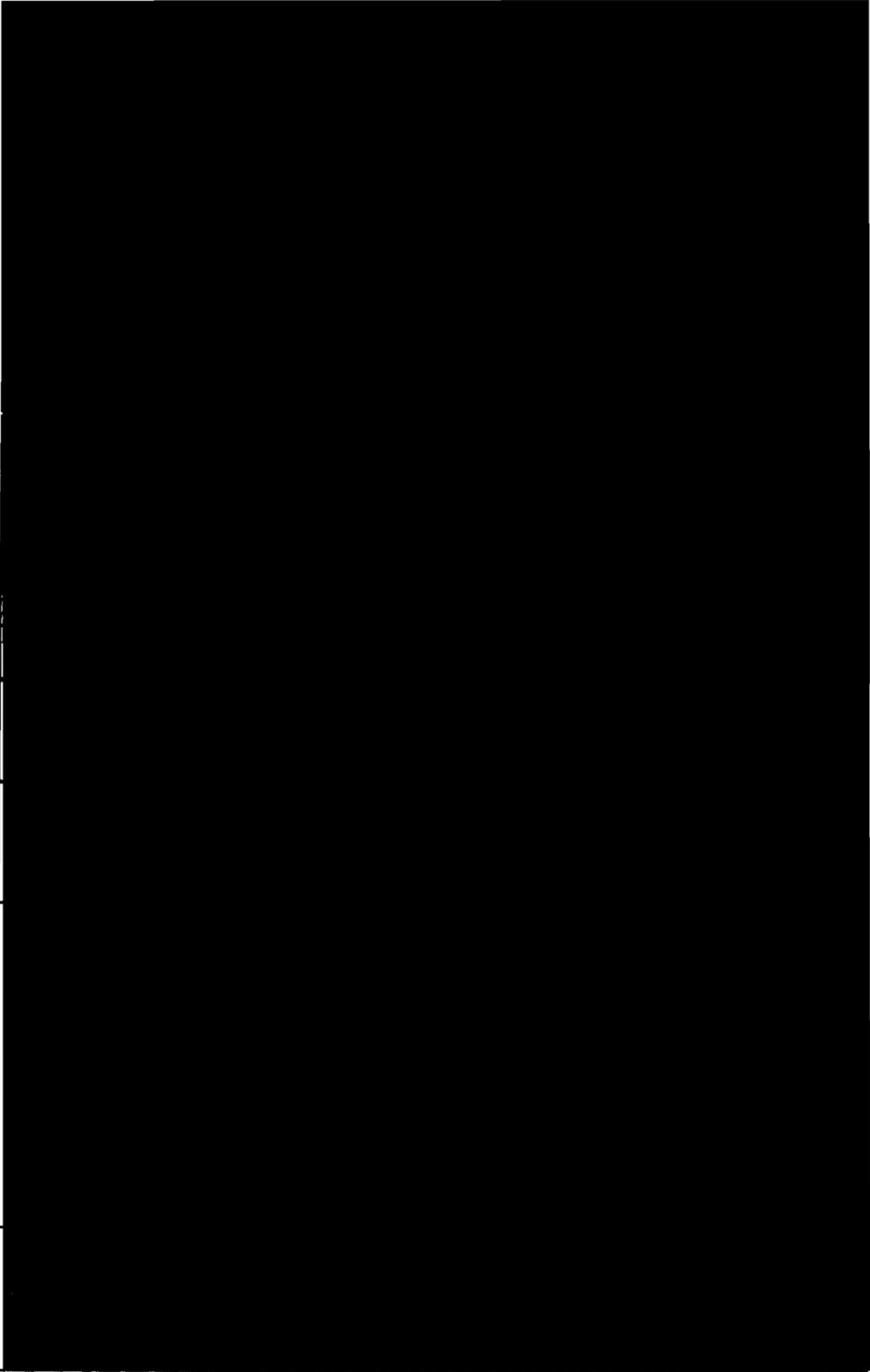
Notice of Revision (NOR) continued

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(i)&Title 10  
Sec 130 (a)  
(b)

002165

Sheet 26 of 39

Notice of Revision (NOR) continued

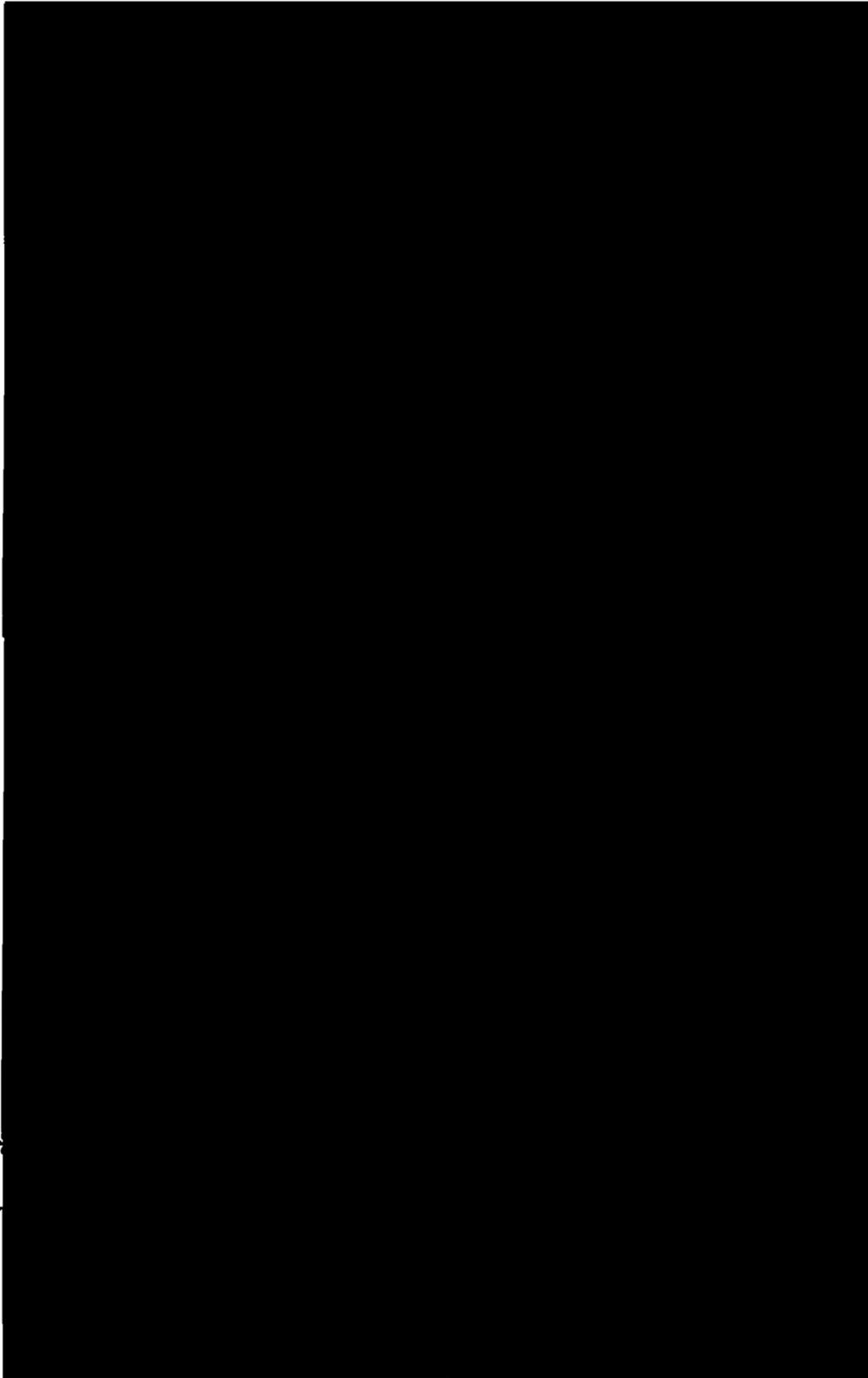


(b)(3)(A)(i)&Title 10  
Sec 130 (a)(b)

(b)(3)(A)(i)&Title  
10 Sec 130 (a)(b)

(b)(3)(A)  
(i)&Title 10 Sec  
130 (a)(b)

002166



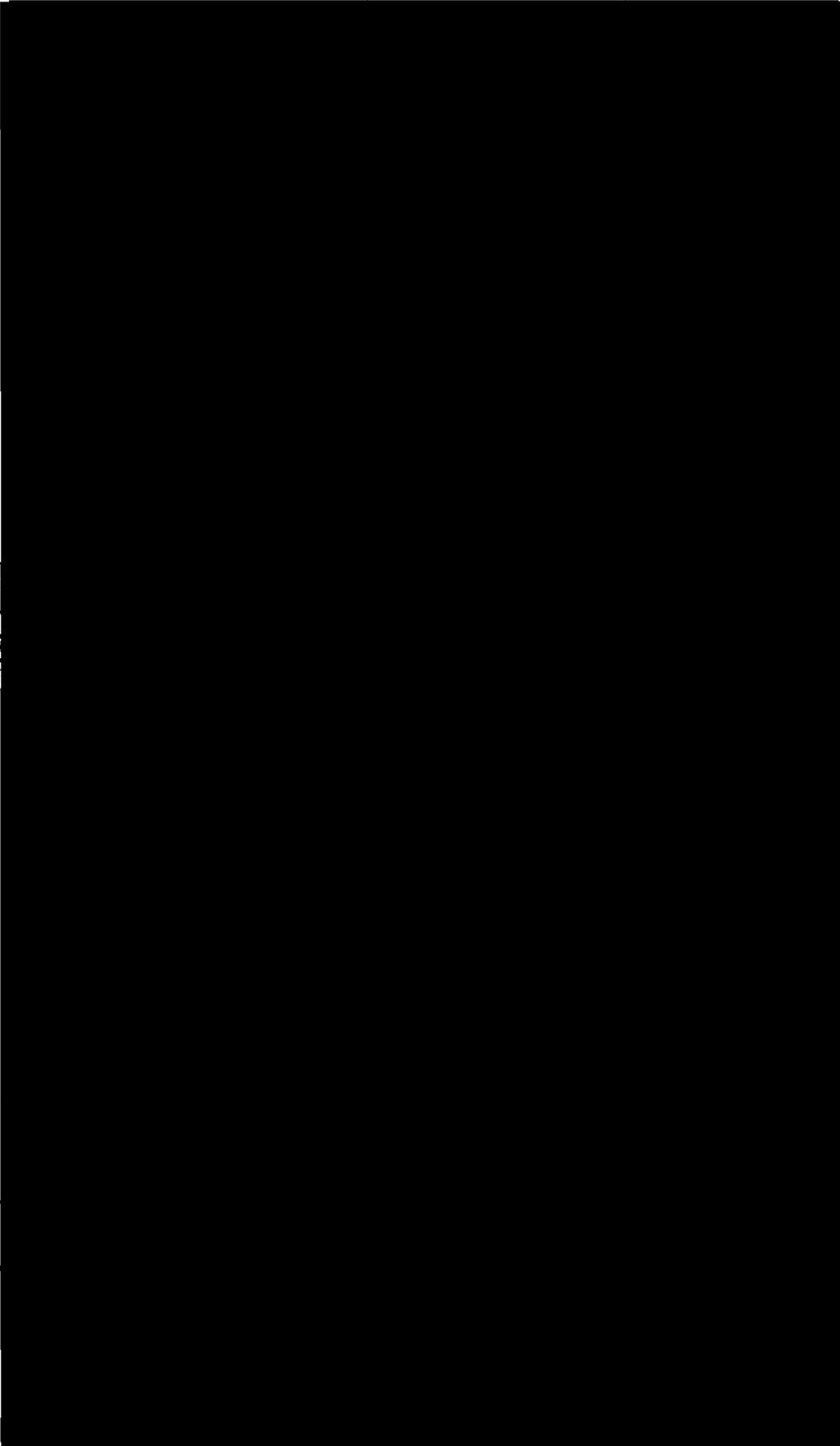
(b)(3)(A)  
(i)&Title 10 Sec  
130 (a)(b)

(b)(3)(A)  
(i)&Title 10  
Sec 130 (a)(b)

(b)(3)(A)  
(i)&Title 10  
Sec 130 (a)(b)

002167





(b)(3)(A)(i)&Title 10  
Sec 130 (a)(b)

(b)(3)(A)(i)&Title 10  
Sec 130 (a)(b)

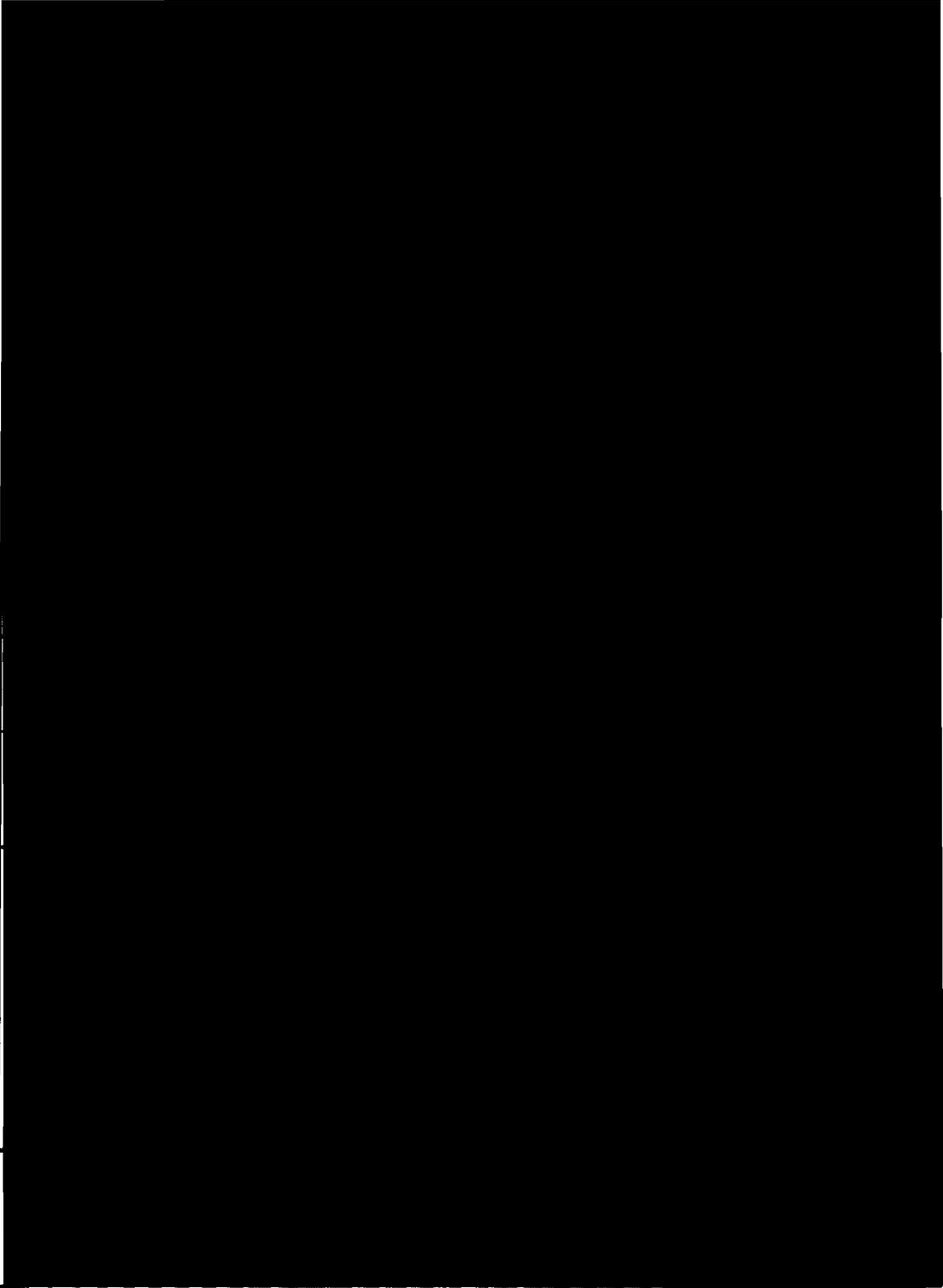
(b)(3)(A)(i)&Title 10 Sec  
130 (a)(b)

002169

(b)(3)(A)(i)&Title  
10 Sec 130 (a)(b)

Sheet 30 of 39

Notice of Revision (NOR) continued



002170

(b)(3)(A)  
(i)&Title 10 Sec  
130 (a)(b)

(b)(3)(A)(i)&Title  
10 Sec 130 (a)(b)

Sheet 31 of 39

Notice of Revision (NOR) continued

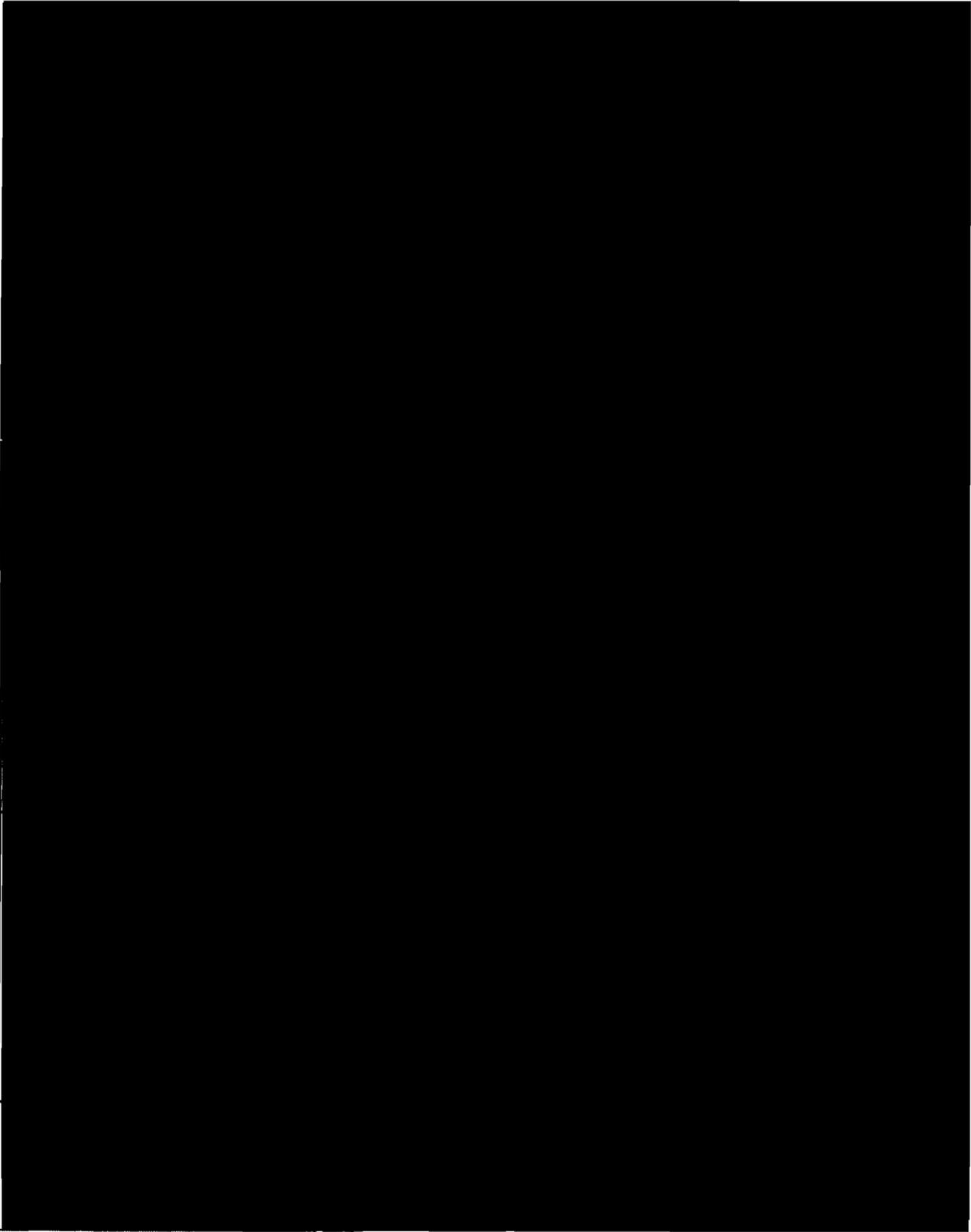
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(i)&Title  
10 Sec 130  
(a)(b)

002171

(b)(3)(A)  
(i)&Title 10 Sec  
130 (a)(b)

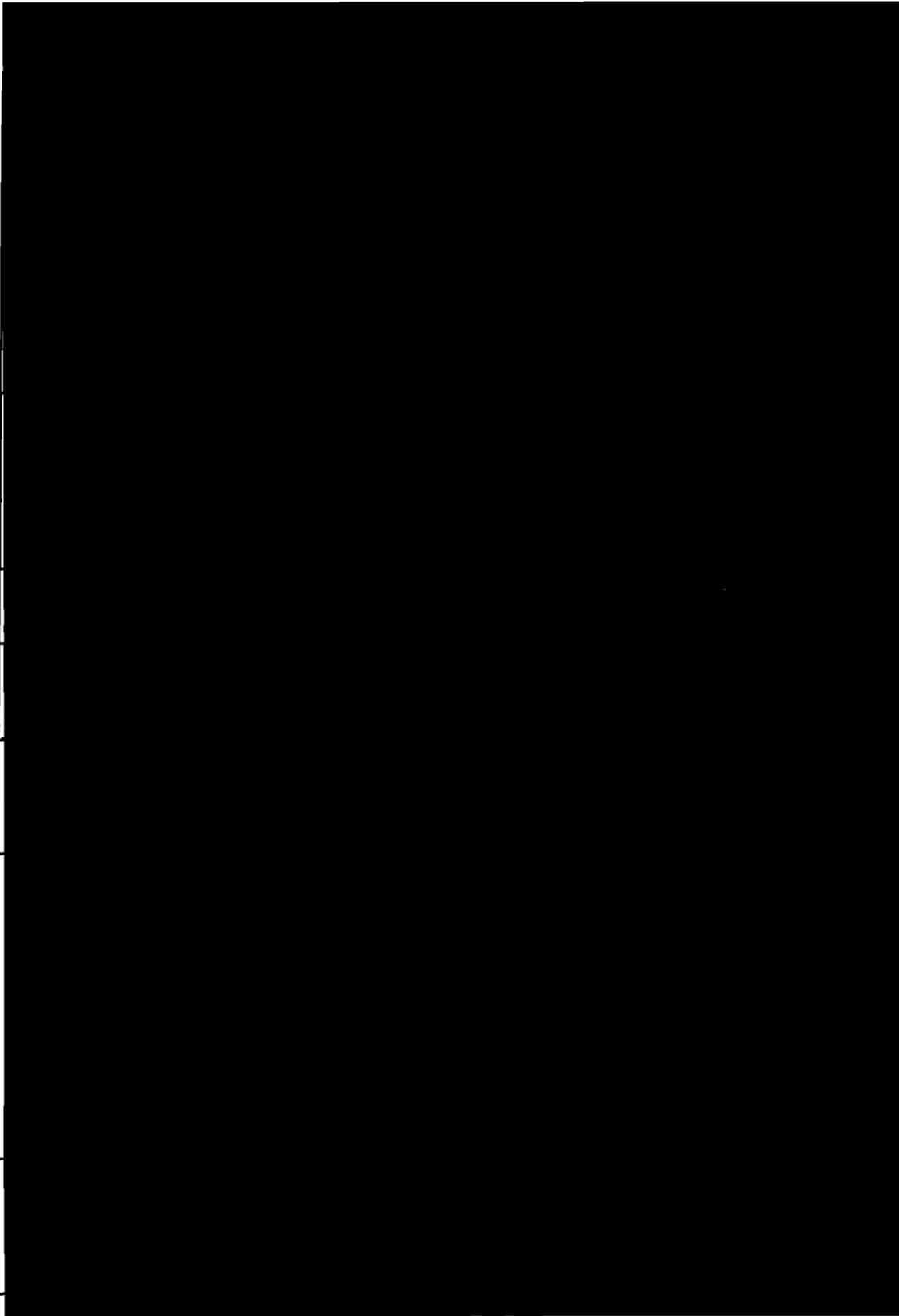
Sheet 32 of 39

Notice of Revision (NDR) continued



002172

(b)(3)(A)(i)&Title  
10 Sec 130 (a)(b)



Sheet 33 of 38

Notice of Revision (NOR) continued

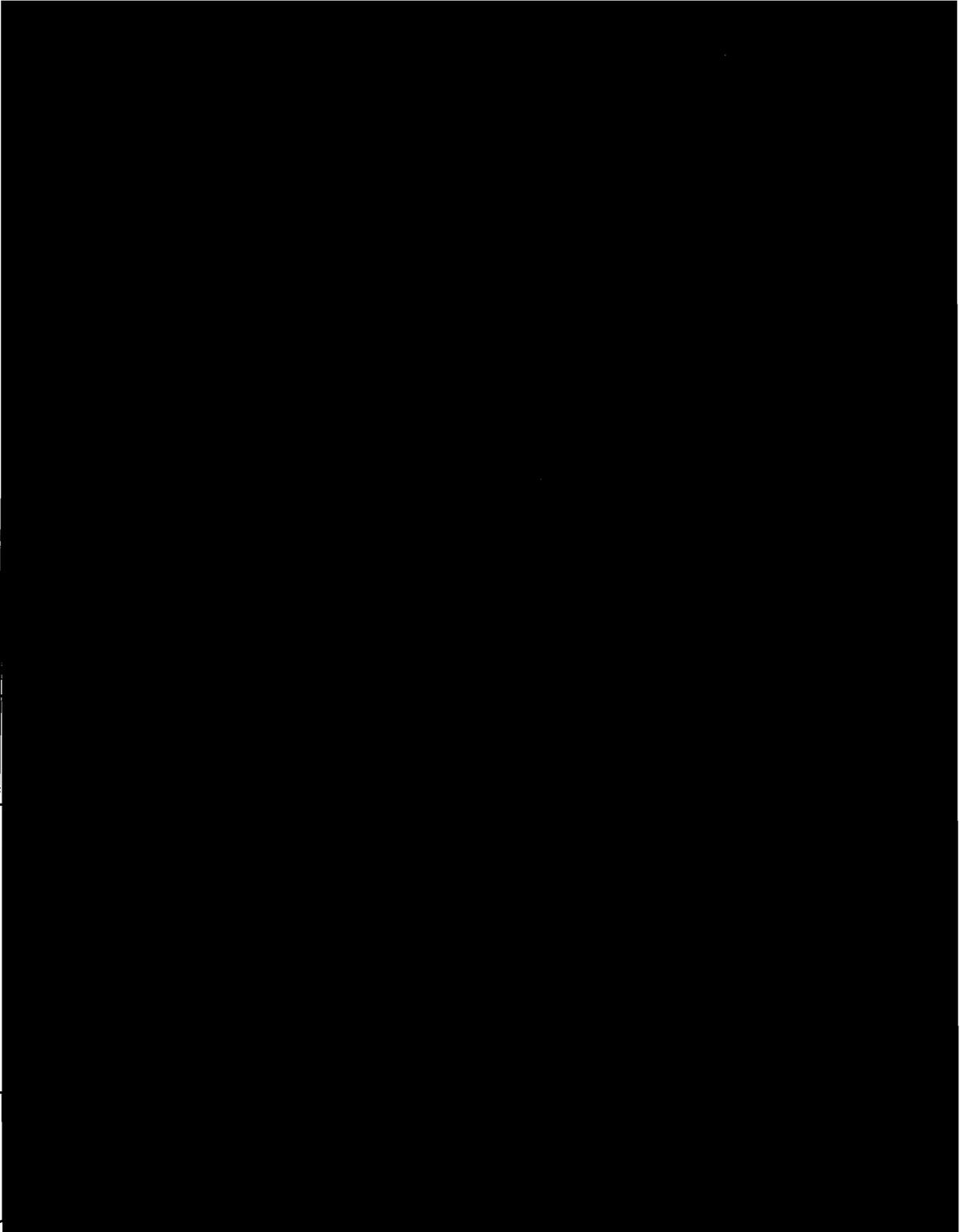
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(i)&Title 10  
Sec 130 (a)(b)

002173

(b)(3)(A)  
(i)&Title 10 Sec  
130 (a)(b)

Sheet 34 of 39

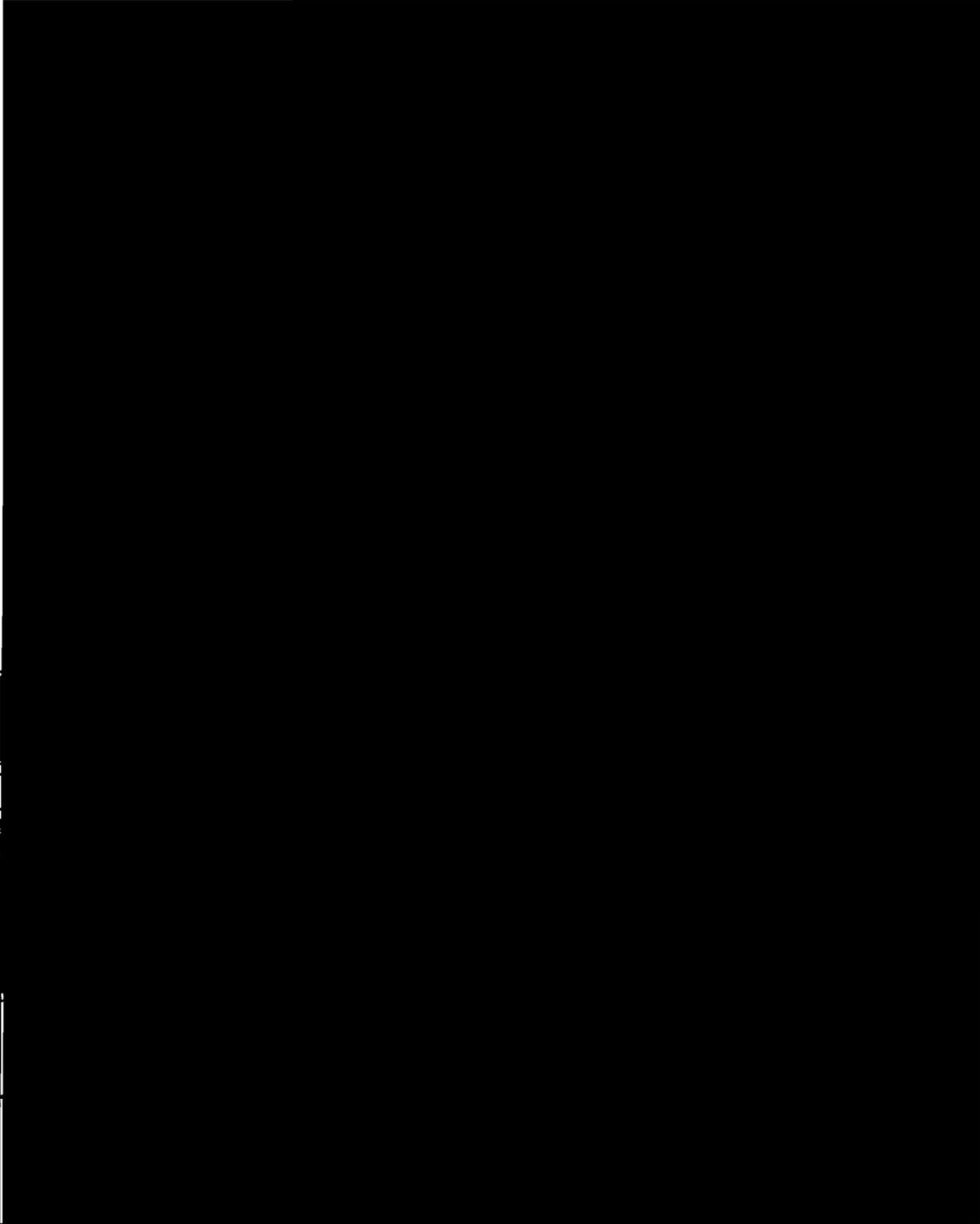
Notice of Revision (NOR) continued



002174

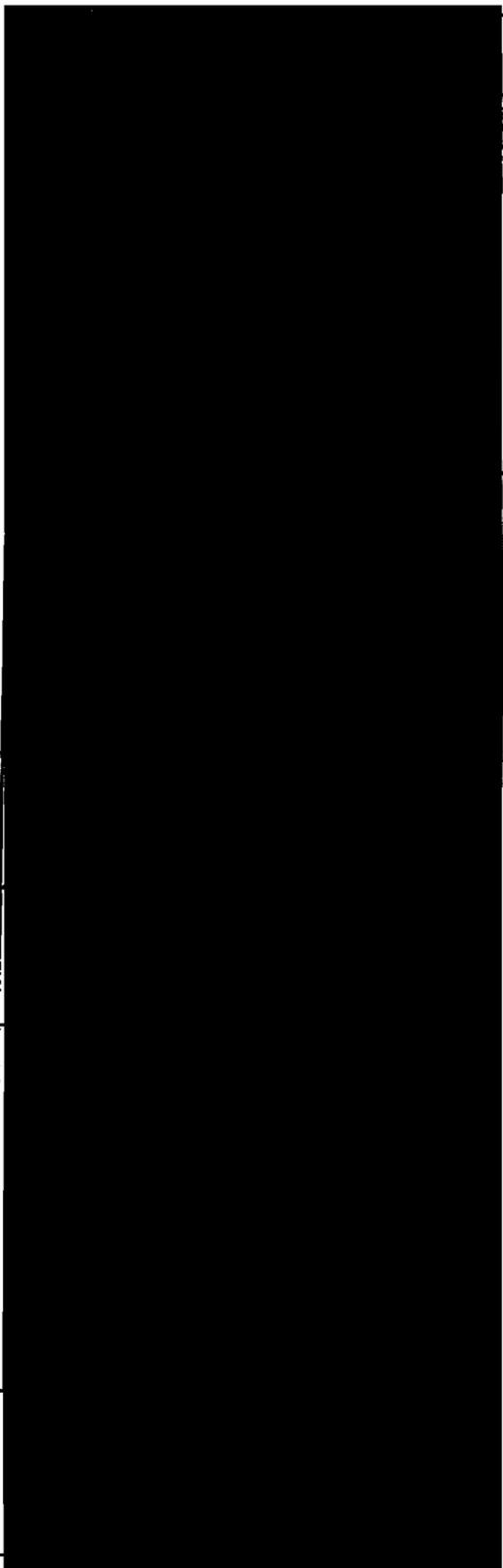
Sheet 35 of 39

Notice of Revision (NOR) continued



002175

(b)(3)(A)(i)&Title 10 Sec 130 (a)(b)



Sheet 36 of 39

Notice of Revision (NOR) continued

(b)(3)(A)(i)&Title 10 Sec 130 (a)(b)

(b)(3)(A)(i)&Title 10 Sec 130 (a)(b)

002176

002177

TR.....  
PRON. REF. ....  
M/B .....  
MAT'L DIS\* .....

**Notice of Revision (NOR) continued**

<b>14. THIS SECTION FOR GOVERNMENT USE ONLY</b>		
a. (X ONE)	<input type="checkbox"/>	(1) Existing document supplemented by this NOR
	<input type="checkbox"/>	(2) Revised document must be received before manufacturer may incorporate this change.
	<input type="checkbox"/>	(3) Custodian of master document shall make above revision and furnish revised document.
b. ACTIVITY AUTHORIZED TO APPROVE CHANGE FOR GOVERNMENT		c. TYPED NAME (First, Middle Initial, Last)
d. TITLE	e. SIGNATURE	f. DATE SIGNED (YYMMDD)
15. a. ACTIVITY ACCOMPLISHING REVISION	b. REVISION COMPLETED (Signature)	c. DATE SIGNED (YYMMDD)

DD Form 1695, APR 92 Previous editions are obsolete

002178

Title of Document JLENS COMMUNICATION AND PROCESSING GROUP (CPG) PRIME ITEM DEVELOPMENT SPECIFICATION (PDS)	NOR No. 3
	Document No. H377786

002179

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				CONTRACT ID CODE V	PAGE OF PAGES 1   8
1. AMENDMENT/MODIFICATION NO 0230		3. EFFECTIVE DATE 04-Apr-2011	4. REQUISITION/PURCHASE REQ NO		5. PROJECT NO (If applicable)
ISSUED BY USAS/MDC/ARSTRAT [REDACTED] PO BOX 1500 HUNTSVILLE AL 35807-3801		CODE W9113M	7. ADMINISTERED BY (If other than item 6) DCMA RAYTHEON 50 APPLE HILL DRIVE M/S T2FR2 TEWKSBURY MA 01876		CODE S2205A
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) RAYTHEON COMPANY 350 LOWELL ST ANDOVER MA 01810-4400			9A. AMENDMENT OF SOLICITATION NO.		9B. DATED (SEE ITEM 11)
CODE 05716			FACILITY CODE		X 10A. MOD. OF CONTRACT/ORDER NO. DASG60-98-C-0001
					X 10B. DATED (SEE ITEM 13) 30-Jan-1998
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA (If required) <b>See Schedule</b>					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).					
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:					
X D. OTHER (Specify type of modification and authority) UNILATERAL: FAR 52.232-22, "Limitation of Funds"					
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number [REDACTED] To increase incremental funding for SubCLIN 0017AA in the amount of \$139,375.23.					
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.					
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)		
[REDACTED]			[REDACTED]		
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)		15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY [REDACTED] (Signature of Contracting Officer)		16C. DATE SIGNED 04-Apr-2011

EXCEPTION TO SF 30  
APPROVED BY OIRM 11-84

30-105-04

002180

STANDARD FORM 30 (Rev. 10-83)  
Prescribed by GSA  
FAR (48 CFR) 53.243

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by \$139,375.23 from \$1,666,362,384.55 to \$1,666,501,759.78.

SUBCLIN 0017AA:

LY: 21 0 2040 5L 5L68 P172419E555L 255Y 4M0J730000 S01021 4M0J730000/04MJLE/4M5 was increased by \$139,375.23 from \$263,836,837.74 to \$263,976,212.97

Target Cost, Target Fee, and Total for the above increase of \$139,375.23 is distributed as follows and includes an increase in target cost of [REDACTED] of cost and \$ [REDACTED] facilities capital cost of money) and an increase in target incentive fee of \$ [REDACTED] which is [REDACTED] of target cost less facilities capital cost of money.

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

Target Cost	[REDACTED]
Target Fee	[REDACTED]
Total	\$139,375.23

IMPLEMENTATION OF AND EXPLANATION OF THE RELATIONSHIP OF THE LIMITATION OF FUNDS (LOF) CLAUSE TO FEE OBLIGATIONS, subparagraph c., is revised to read as follows:

SUBCLIN 0017AA :

	PRIOR	THIS MODIFICATION	CUMULATIVE TOTAL*
(1) Amount Required for Full Funding, Including Fee:	\$1,576,087,940	\$ 0	\$ 1,576,087,940
(2) Amount Allotted Under the LOF Clause for Payment of Costs:	[REDACTED]	[REDACTED]	[REDACTED]
(3) Amount Separately Obligated for Payment of Fee:	[REDACTED]	[REDACTED]	[REDACTED]
(4) Total Amount Allotted and Obligated:	\$ 1,441,022,031.74	\$139,375.23	\$ 1,441,161,406.97
(5) Net Amount Required for Full Funding	\$ 135,065,908.26	(\$139,375.23)	\$ 134,926,533.03

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

\* These figures take into consideration the negotiated total value of SubCLIN 0017AA (This does not include SubCLIN 17AH)

2. The following is an update to Modification P00228 showing a summary of funding by ACRN through Modification P00230:

ACRN	FUNDING
AA	440,100.00
AB	2,298,235.00

002181

AC	17,832,987.00
AD	0.00
AE	7,500,000.00
AF	3,300,000.00
AG	17,192,400.00
AH	700,000.00
AJ	200,000.00
AK	85,000.00
AL	45,000.00
AM	17,045,000.00
AN	5,800.00
AP	20,779,000.00
AQ	105,000.00
AR	35,000.00
AS	0.00
AT	6,984,678.52
AU	7,970,000.00
AV	0.00
AW	100,000.00
AX	3,396,000.00
AY	550,000.00
AZ	19,412,000.00
BA	24,527,878.00
BB	146,000.00
BC	72,000.00
BD	85,000.00
BE	100,000.00
BF	100,000.00
BG	1,975,321.00
BH	38,018,908.00
BJ	7,898,834.79
BK	260,000.00
BL	0.00
BM	125,000.00
BN	103,000.00
BP	10,199,288.50
BU	350,000.00
BV	9,000.00
BW	84,896,852.00
BX	1,146,000.00
BY	3,880,000.00
BZ	190,000.00
KL	118,250.00
KM	192,793,000.00
KN	0.00
KQ	92,811.00
KR	0.00
KS	0.00
KT	386,377,998.00
KU	2,203,183.00

002182

KV	65,000.00
KW	20,000.00
KX	60,000.00
KY	25,000.00
KZ	25,000.00
LA	13,508.00
LB	12,500.00
LC	200,000.00
LD	7,943,648.00
LE	1,173,850.00
LF	10,000.00
LG	62,000.00
LH	400,000.00
LJ	7,476.00
LK	\$281,575,897.00
LL	\$173,798.00
LM	\$1,410,376.00
LN	\$630,061.00
LP	\$83,200.00
LQ	\$235,566.00
LR	\$125,000.00
LS	\$6,069,616.00
LT	\$530,377.00
LU	\$9,100,000.00
LV	\$1,957,265.00
LW	\$255,567.00
LX	\$68,000.00
LY	<b>\$263,976,212.97</b>
LZ	\$1,751,384.00
MA	\$2,982,442.00
MB	\$375,000.00
MC	\$2,283,481.00
MD	\$8,573.00
ME	\$0.00
MF	\$194,771,952.00
MG	\$6,262,095.00
MH	\$213,390.00

3. The following is an update to Modification P00228 showing a summary of funding by CLIN by ACRN through Modification P00230:

<u>CLIN</u>	<u>ACRN</u>	<u>FUNDING AMT</u>	<u>CLIN TOTAL</u>
CLIN 0001	AA	440,100.00	
CLIN 0001	AD	0.00	
			440,100.00
CLIN 0003	AB	2,298,235.00	
CLIN 0003	AC	17,832,987.00	

002183

CLIN 0003	AD	0.00
CLIN 0003	AE	7,500,000.00
CLIN 0003	AF	3,300,000.00
CLIN 0003	AG	17,192,400.00
CLIN 0003	AH	700,000.00
CLIN 0003	AM	17,045,000.00
CLIN 0003	AN	5,800.00
CLIN 0003	AP	20,779,000.00
CLIN 0003	AS	0.00
CLIN 0003	AT	6,984,678.52
CLIN 0003	AW	100,000.00
CLIN 0003	AY	550,000.00
		<u>94,288,100.52</u>
CLIN 0005	BA	24,527,878.00
CLIN 0005	BB	146,000.00
CLIN 0005	BC	72,000.00
CLIN 0005	BD	85,000.00
CLIN 0005	BE	100,000.00
CLIN 0005	BF	100,000.00
CLIN 0005	BG	1,975,321.00
CLIN 0005	BH	38,018,908.00
CLIN 0005	BL	0.00
CLIN 0005	BZ	0.00
		<u>65,025,107.00</u>
CLIN 0007AA	BP	10,199,288.50
		<u>10,199,288.50</u>
CLIN 0009AA	AQ	45,106.00
CLIN 0009AA	AV	0.00
CLIN 0009AA	BK	256,545.00
CLIN 0009AA	BM	125,000.00
CLIN 0009AA	BN	21,315.00
		<u>447,966.00</u>
CLIN 0009AB	AJ	200,000.00
CLIN 0009AB	AK	85,000.00
CLIN 0009AB	AL	45,000.00
CLIN 0009AB	AQ	59,894.00
CLIN 0009AB	AR	35,000.00
CLIN 0009AB	BK	3,455.00
CLIN 0009AB	BN	81,685.00
CLIN 0009AB	BU	350,000.00
CLIN 0009AB	BV	9,000.00
		<u>869,034.00</u>

002184

CLIN 0013	AU	7,970,000.00	
CLIN 0013	AX	3,396,000.00	
CLIN 0013	AY	0.00	
CLIN 0013	AZ	19,412,000.00	
CLIN 0013	BJ	7,898,834.79	
			<u>38,676,834.79</u>
CLIN 0017	BW	0.00	
CLIN 0017	KM	0.00	
			<u>0.00</u>
CLIN 0017AA	BY	3,880,000.00	
CLIN 0017AA	BX	1,146,000.00	
CLIN 0017AA	BW	84,896,852.00	
CLIN 0017AA	BZ	0.00	
CLIN 0017AA	KM	192,793,000.00	
CLIN 0017AA	KN	0.00	
CLIN 0017AA	KQ	66,151.00	
CLIN 0017AA	KS	0.00	
CLIN 0017AA	KT	386,204,200.00	
CLIN 0017AA	KU	2,203,183.00	
CLIN 0017AA	KY	0.00	
CLIN 0017AA	LC	200,000.00	
CLIN 0017AA	LD	7,943,648.00	
CLIN 0017AA	LE	0.00	
CLIN 0017AA	LH	400,000.00	
CLIN 0017AA	LJ	7,476.00	
CLIN 0017AA	LK	281,575,897.00	
CLIN 0017AA	LQ	235,566.00	
CLIN 0017AA	LS	6,069,616.00	
CLIN 0017AA	LT	530,377.00	
CLIN 0017AA	LU	\$9,100,000.00	
CLIN 0017AA	LV	\$1,957,265.00	
CLIN 0017AA	LW	\$255,567.00	
CLIN 0017AA	LX	\$68,000.00	
CLIN 0017AA	LY	<b>\$263,976,212.97</b>	
CLIN 0017AA	MB	\$375,000.00	
CLIN 0017AA	MC	\$2,283,481.00	
CLIN 0017AA	MD	\$8,573.00	
CLIN 0017AA	ME	\$0.00	
CLIN 0017AA	MF	\$194,771,952.00	
CLIN 0017AA	MH	\$213,390.00	
			<u><u>1,441,161,406.97</u></u>

002185

CLIN 0017AB	KL	118,250.00	<u>118,250.00</u>
			<u>118,250.00</u>
CLIN 0017AC	BZ	190,000.00	<u>190,000.00</u>
			<u>190,000.00</u>
CLIN 0017AD	KN	0.00	
CLIN 0017AD	KS	0.00	
			<u>0.00</u>
CLIN 0017AE	LL	173,798.00	<u>173,798.00</u>
			<u>173,798.00</u>
CLIN 0017AH	KT	173,798.00	<u>173,798.00</u>
			<u>173,798.00</u>
CLIN 0020AA	KN	0.00	
CLIN 0020AA	KQ	26,660.00	
			<u>26,660.00</u>
CLIN 0021AA	KW	0.00	<u>0.00</u>
			<u>0.00</u>
CLIN 0021AB	KV	0.00	
CLIN 0021AB	LB	0.00	
CLIN 0021AB	KX	0.00	
CLIN 0021AB	KY	0.00	
			<u>0.00</u>
CLIN 0021AC	KZ	0.00	
CLIN 0021AC	LA	0.00	
			<u>0.00</u>
CLIN 0022	KW	0.00	<u>0.00</u>
			<u>0.00</u>
CLIN 0023	KX	60,000.00	
CLIN 0023	KY	25,000.00	
CLIN 0023	KV	65,000.00	
CLIN 0023	LB	12,500.00	
CLIN 0023	LF	10,000.00	
CLIN 0023	LR	\$125,000.00	
			<u>297,500.00</u>
CLIN 0024	LA	13,508.00	

002186

CLIN 0024	LG	62,000.00	
CLIN 0024	KZ	25,000.00	
CLIN 0024	KW	20,000.00	
CLIN 0024	LP	83,200.00	
			<u>203,708.00</u>
CLIN 0025	LE	1,173,850.00	
CLIN 0025	LM	1,080,404.00	
CLIN 0025	MA	0.00	
			<u>2,254,254.00</u>
CLIN 0026	LN	630,061.00	
			<u>630,061.00</u>
CLIN 0027	LZ	1,751,384.00	
			<u>1,751,384.00</u>
CLIN 0028	LM	329,972.00	
CLIN 0028	MA	2,982,442.00	
CLIN 0028	MG	6,262,095.00	
			<u>9,574,509.00</u>

(End of Summary of Changes)

002187

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

I. CONTRACT ID CODE: **V** PAGE OF PAGES: **1 | 9**

2. AMENDMENT/MODIFICATION NO. <b>P00231</b>	3. EFFECTIVE DATE <b>26 MAY 11</b>	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (if applicable)
ISSUED BY <b>URAS/DC/ARTRAT</b> PO BOX 1800 HUNTSVILLE AL 35807-2801	CODE <b>WB113M</b>	7. ADMINISTERED BY (if other than item 6) <b>DCMA RAYTHEON 60 APPLE HILL DRIVE MS T2FP2 TEMPERLEY MA 01878</b>	CODE <b>S2205A</b>

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) <b>RAYTHEON COMPANY 390 LOWELL ST. ANDOVER MA 01810-4400</b>	9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED (SEE ITEM 11)
	X 10A. MOD. OF CONTRACT/ORDER NO. <b>DABG60-98-C-0001</b>
	X 10B. DATED (SEE ITEM 13) <b>30-Jan-1998</b>

CODE **05716** FACILITY CODE

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offer  is extended,  is not extended.

Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:  
 (a) By completing items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted;  
 or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

**12. ACCOUNTING AND APPROPRIATION DATA (If required)**  
See Schedule

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).

X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 43.103(a)(3), Mutual Agreement and FAR 62.232-22, "Limitation of Funds"

D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor  is not,  is required to sign this document and return \_\_\_\_\_ copies to the issuing office.

**14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)**  
 Modification Control Number: [REDACTED]  
 To revise Section F, Milestone Events and Performance Period; to decrease incremental funding for CLIN 0013 in the amount of \$2,161.45; and to increase incremental funding for CLIN 0017AA in the amount of \$26,890,287.29, including a transfer of funding in the amount of [REDACTED] from target fee to target cost.

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

15A. NAME AND TITLE OF SIGNER (Type or print) [REDACTED]	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) (b)(6) (b)(7)(C) [REDACTED]
15B. CONTRACTOR OFFICER [REDACTED] (Signature of person authorized to sign)	15C. DATE SIGNED <b>26 MAY 2011</b>
16B. UNITED STATES OF AMERICA [REDACTED] (Signature of Contracting Officer)	16C. DATE SIGNED <b>26 May 11</b>

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

**SUMMARY OF CHANGES**

1. SECTION F – DELIVERIES OR PERFORMANCE, paragraph F-5, Milestone Events and Performance Period, is revised as follows:

b. Paragraph F-5, MILESTONE EVENTS AND PERFORMANCE PERIOD:

<u>MILESTONE EVENT</u>	<u>TIME PERIOD</u>
<u>CLIN 0017</u>	
Orbit SRR	First Quarter FY07
Orbit SFRR	First Quarter FY07
Orbit SFR	Second Quarter FY07
Platform PDRR	Second Quarter FY07
FCR PDRR/CDRR	Third Quarter FY07
SuR PDRR	First Quarter FY08
Processing Station & CP PDRR	First Quarter FY08
Platform CDRR	Second Quarter FY08
Orbit PDR	Second Quarter FY08
SuR CDRR	Fourth Quarter FY08
Processing Station & CP CDRR	Fourth Quarter FY08
Orbit CDR	Second Quarter FY09
System Capability Review #1	First Quarter FY11
Fire Control System FVT2 TRR	First Quarter FY11
SuR System FVT2 TRR	First Quarter FY11
Production Readiness Review	First Quarter FY11
Orbit #1 Developmental Test #1 Complete (Primary Missions)	Third Quarter FY11
System Capability Review #2	Third Quarter FY11
DT-1 Test Report	Third Quarter FY11
Orbit #1 Developmental Test #2 Complete (Secondary Missions)	Fourth Quarter FY11
DT-2 Test Report	First Quarter FY12

002189

Limited User Test (LUT) TRR	First Quarter FY12
LUT Completion	First Quarter FY12
System Capability Review #3	Second Quarter FY12
Logistics Demo #1	Fourth Quarter FY12
Orbit #1 DD 250	Fourth Quarter FY12
Logistics Demo #2	Fourth Quarter FY12
Orbit #2 DD250	Fourth Quarter FY13

2. SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by \$26,878,125.84 from \$1,666,501,759.78 to \$1,693,379,885.62.

CLIN 0013:

BJ: 215 2040 5Q 5Q17 P172419E55 255Y ER5D730100 S01021 ER5D730100/54KJLE/4K0000 was decreased by \$2,161.45 from \$7,898,834.79 to \$7,896,673.34

SUBCLIN 0017AA:

LY: 21 0 2040 5L 5L68 P172419E555L 255Y 4M0J730000 S01021 4M0J730000/04MJLE/4M5 was increased by \$159,720.29 from \$263,976,212.97 to \$264,135,933.26

MF: 21 1 2040 5L 5L68 P172419E555L 255Y 4M1J730000 S01021 4M1J730000/14MJLE/4M5 was increased by \$26,720,567.00 from \$194,771,952.00 to \$221,492,519.00

Target Cost, Target Fee, and Total for the above increase of \$26,880,287.29 is distributed as follows and includes an increase in target cost of [REDACTED] of cost and [REDACTED] of facilities capital cost of money) and a decrease in target fee of [REDACTED]

(b)(4)(b)(6)  
(b)(4)(b)(6)

Target Cost	[REDACTED]
Target Fee	[REDACTED]
Total	\$26,880,287.29

(b)(4)  
(b)(6)

IMPLEMENTATION OF AND EXPLANATION OF THE RELATIONSHIP OF THE LIMITATION OF FUNDS (LOF) CLAUSE TO FEE OBLIGATIONS, subparagraph c., is revised to read as follows:

SUBCLIN 0017AA :

	<u>PRIOR</u>	<u>THIS MODIFICATION</u>	<u>CUMULATIVE TOTAL*</u>
(1) Amount Required for Full Funding, Including Fee:	\$1,576,087,940	\$ 0	\$ 1,576,087,940
(2) Amount Allotted Under the LOF Clause			

002190

for Payment of Costs:	[REDACTED]	[REDACTED]	[REDACTED]	(b)(4)
(3) Amount Separately Obligated for Payment of Fee:	[REDACTED]	[REDACTED]	[REDACTED]	(b)(4)
(4) Total Amount Allotted and Obligated:	\$ 1,441,161,406.97	\$26,880,287.29	\$ 1,468,041,694.26	
(5) Net Amount Required for Full Funding	\$ 134,926,533.03	(26,880,287.29)	\$ 108,046,245.74	

\* These figures take into consideration the negotiated total value of SubCLIN 0017AA (This does not include SubCLIN 17AH)

3. The following is an update to Modification P00230 showing a summary of funding by ACRN through Modification P00231:

<u>ACRN</u>	<u>FUNDING</u>
AA	440,100.00
AB	2,298,235.00
AC	17,832,987.00
AD	0.00
AE	7,500,000.00
AF	3,300,000.00
AG	17,192,400.00
AH	700,000.00
AJ	200,000.00
AK	85,000.00
AL	45,000.00
AM	17,045,000.00
AN	5,800.00
AP	20,779,000.00
AQ	105,000.00
AR	35,000.00
AS	0.00
AT	6,984,678.52
AU	7,970,000.00
AV	0.00
AW	100,000.00
AX	3,396,000.00
AY	550,000.00
AZ	19,412,000.00
BA	24,527,878.00
BB	146,000.00
BC	72,000.00
BD	85,000.00
BE	100,000.00
BF	100,000.00
BG	1,975,321.00
BH	38,018,908.00
<b>BJ</b>	<b>7,896,673.34</b>
BK	260,000.00
BL	0.00

002191

BM	125,000.00
BN	103,000.00
BP	10,199,288.50
BU	350,000.00
BV	9,000.00
BW	84,896,852.00
BX	1,146,000.00
BY	3,880,000.00
BZ	190,000.00
KL	118,250.00
KM	192,793,000.00
KN	0.00
KQ	92,811.00
KR	0.00
KS	0.00
KT	386,377,998.00
KU	2,203,183.00
KV	65,000.00
KW	20,000.00
KX	60,000.00
KY	25,000.00
KZ	25,000.00
LA	13,508.00
LB	12,500.00
LC	200,000.00
LD	7,943,648.00
LE	1,173,850.00
LF	10,000.00
LG	62,000.00
LH	400,000.00
LJ	7,476.00
LK	\$281,575,897.00
LL	\$173,798.00
LM	\$1,410,376.00
LN	\$630,061.00
LP	\$83,200.00
LQ	\$235,566.00
LR	\$125,000.00
LS	\$6,069,616.00
LT	\$530,377.00
LU	\$9,100,000.00
LV	\$1,957,265.00
LW	\$255,567.00
LX	\$68,000.00
LY	\$264,135,933.26
LZ	\$1,751,384.00
MA	\$2,982,442.00
MB	\$375,000.00
MC	\$2,283,481.00
MD	\$8,573.00

002192

ME	\$0.00
MF	\$221,492,519.00
MG	\$6,262,095.00
MH	\$213,390.00

4. The following is an update to Modification P00230 showing a summary of funding by CLIN by ACRN through Modification P00231:

<u>CLIN</u>	<u>ACRN</u>	<u>FUNDING AMT</u>	<u>CLIN TOTAL</u>
CLIN 0001	AA	440,100.00	
CLIN 0001	AD	0.00	
			<u>440,100.00</u>
CLIN 0003	AB	2,298,235.00	
CLIN 0003	AC	17,832,987.00	
CLIN 0003	AD	0.00	
CLIN 0003	AE	7,500,000.00	
CLIN 0003	AF	3,300,000.00	
CLIN 0003	AG	17,192,400.00	
CLIN 0003	AH	700,000.00	
CLIN 0003	AM	17,045,000.00	
CLIN 0003	AN	5,800.00	
CLIN 0003	AP	20,779,000.00	
CLIN 0003	AS	0.00	
CLIN 0003	AT	6,984,678.52	
CLIN 0003	AW	100,000.00	
CLIN 0003	AY	550,000.00	
			<u>94,288,100.52</u>
CLIN 0005	BA	24,527,878.00	
CLIN 0005	BB	146,000.00	
CLIN 0005	BC	72,000.00	
CLIN 0005	BD	85,000.00	
CLIN 0005	BE	100,000.00	
CLIN 0005	BF	100,000.00	
CLIN 0005	BG	1,975,321.00	
CLIN 0005	BH	38,018,908.00	
CLIN 0005	BL	0.00	
CLIN 0005	BZ	0.00	
			<u>65,025,107.00</u>
CLIN 0007AA	BP	10,199,288.50	
			<u>10,199,288.50</u>
CLIN 0009AA	AQ	45,106.00	
CLIN 0009AA	AV	0.00	

002193

CLIN 0009AA	BK	256,545.00	
CLIN 0009AA	BM	125,000.00	
CLIN 0009AA	BN	21,315.00	
			<u>447,966.00</u>
CLIN 0009AB	AJ	200,000.00	
CLIN 0009AB	AK	85,000.00	
CLIN 0009AB	AL	45,000.00	
CLIN 0009AB	AQ	59,894.00	
CLIN 0009AB	AR	35,000.00	
CLIN 0009AB	BK	3,455.00	
CLIN 0009AB	BN	81,685.00	
CLIN 0009AB	BU	350,000.00	
CLIN 0009AB	BV	9,000.00	
			<u>869,034.00</u>
CLIN 0013	AU	7,970,000.00	
CLIN 0013	AX	3,396,000.00	
CLIN 0013	AY	0.00	
CLIN 0013	AZ	19,412,000.00	
CLIN 0013	BJ	7,896,673.34	
			<u>38,674,673.34</u>
CLIN 0017	BW	0.00	
CLIN 0017	KM	0.00	
			<u>0.00</u>
CLIN 0017AA	BY	3,880,000.00	
CLIN 0017AA	BX	1,146,000.00	
CLIN 0017AA	BW	84,896,852.00	
CLIN 0017AA	BZ	0.00	
CLIN 0017AA	KM	192,793,000.00	
CLIN 0017AA	KN	0.00	
CLIN 0017AA	KQ	66,151.00	
CLIN 0017AA	KS	0.00	
CLIN 0017AA	KT	386,204,200.00	
CLIN 0017AA	KU	2,203,183.00	
CLIN 0017AA	KY	0.00	
CLIN 0017AA	LC	200,000.00	
CLIN 0017AA	LD	7,943,648.00	
CLIN 0017AA	LE	0.00	
CLIN 0017AA	LH	400,000.00	
CLIN 0017AA	LJ	7,476.00	
CLIN 0017AA	LK	281,575,897.00	
CLIN 0017AA	LQ	235,566.00	
CLIN 0017AA	LS	6,069,616.00	
CLIN 0017AA	LT	530,377.00	
CLIN 0017AA	LU	\$9,100,000.00	

002194

CLIN 0017AA	LV	\$1,957,265.00	
CLIN 0017AA	LW	\$255,567.00	
CLIN 0017AA	LX	\$68,000.00	
<b>CLIN 0017AA</b>	<b>LY</b>	<b>\$264,135,933.26</b>	
CLIN 0017AA	MB	\$375,000.00	
CLIN 0017AA	MC	\$2,283,481.00	
CLIN 0017AA	MD	\$8,573.00	
CLIN 0017AA	ME	\$0.00	
<b>CLIN 0017AA</b>	<b>MF</b>	<b>\$221,492,519.00</b>	
CLIN 0017AA	MH	\$213,390.00	
			<b>1,468,041,694.26</b>
CLIN 0017AB	KL	118,250.00	
			118,250.00
CLIN 0017AC	BZ	190,000.00	
			190,000.00
CLIN 0017AD	KN	0.00	
CLIN 0017AD	KS	0.00	
			0.00
CLIN 0017AE	LL	173,798.00	
			173,798.00
CLIN 0017AH	KT	173,798.00	
			173,798.00
CLIN 0020AA	KN	0.00	
CLIN 0020AA	KQ	26,660.00	
			26,660.00
CLIN 0021AA	KW	0.00	
			0.00
CLIN 0021AB	KV	0.00	
CLIN 0021AB	LB	0.00	
CLIN 0021AB	KX	0.00	
CLIN 0021AB	KY	0.00	
			0.00

002195

CLIN 0021AC	KZ	0.00	
CLIN 0021AC	LA	0.00	
			<u>0.00</u>
CLIN 0022	KW	0.00	
			<u>0.00</u>
CLIN 0023	KX	60,000.00	
CLIN 0023	KY	25,000.00	
CLIN 0023	KV	65,000.00	
CLIN 0023	LB	12,500.00	
CLIN 0023	LF	10,000.00	
CLIN 0023	LR	\$125,000.00	
			<u>297,500.00</u>
CLIN 0024	LA	13,508.00	
CLIN 0024	LG	62,000.00	
CLIN 0024	KZ	25,000.00	
CLIN 0024	KW	20,000.00	
CLIN 0024	LP	83,200.00	
			<u>203,708.00</u>
CLIN 0025	LE	1,173,850.00	
CLIN 0025	LM	1,080,404.00	
CLIN 0025	MA	0.00	
			<u>2,254,254.00</u>
CLIN 0026	LN	630,061.00	
			<u>630,061.00</u>
CLIN 0027	LZ	1,751,384.00	
			<u>1,751,384.00</u>
CLIN 0028	LM	329,972.00	
CLIN 0028	MA	2,982,442.00	
CLIN 0028	MG	6,262,095.00	
			<u>9,574,509.00</u>

(End of Summary of Changes)

002196

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE V	PAGE OF PAGES 1   8
2. AMENDMENT/MODIFICATION NO. 2232	3. EFFECTIVE DATE 20-Jun-2011	4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If applicable)	
ISSUED BY USASMDCA/ARSTRAT MONTYVILLE AL 35807-3801	CODE W9113M	7. ADMINISTERED BY (If other than item 6) DCMA RAYTHEON 50 APPLE HILL DRIVE M/S T2FR2 TEWKSBURY MA 01876		CODE S2205A	(b)(6)
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) RAYTHEON COMPANY 350 LOWELL ST. ANDOVER MA 01810-4400				9A. AMENDMENT OF SOLICITATION NO.	
				9B. DATED (SEE ITEM 11)	
				X 10A. MOD. OF CONTRACT/ORDER NO. DASG60-98-C-0001	
				X 10B. DATED (SEE ITEM 13) 30-Jan-1998	
CODE 05716		FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended.					
<p>Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:</p> <p>(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.</p>					
12. ACCOUNTING AND APPROPRIATION DATA (If required) <b>See Schedule</b>					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).					
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:					
X D. OTHER (Specify type of modification and authority) UNILATERAL: FAR 52.232022, "Limitation of Funds"					
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number [REDACTED] To increase incremental funding for SubCLIN 0017AA in the amount of \$40,000,000. (b)(6)					
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.					
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
[REDACTED]				[REDACTED] (b)(6)	
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA	
[REDACTED]		[REDACTED]		BY [REDACTED] (b)(6)	
(Signature of person authorized to sign)				(Signature of Contracting Officer)	
				20-Jun-2011	

EXCEPTION TO SF 30  
APPROVED BY OIRM 11-84

30-105-04

002197

STANDARD FORM 30 (Rev. 10-83)  
Prescribed by GSA  
FAR (48 CFR) 53.243

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

**SUMMARY OF CHANGES**

**1. SECTION G - CONTRACT ADMINISTRATION DATA**

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by \$40,000,000.00 from \$1,693,379,885.62 to \$1,733,379,885.62.

SUBCLIN 0017AA:

MF: 21 1 2040 5L 5L68 P172419E555L 255Y 4M1J730000 S01021 4M1J730000/14MJLE/4M5 was increased by \$40,000,000.00 from \$221,492,519.00 to \$261,492,519.00

Target Cost, Target Fee, and Total for the above increase of \$40,000,000 is distributed as follows and includes an increase in target cost of [REDACTED] of cost an [REDACTED] facilities capital cost of money) and an increase in target fee of [REDACTED]

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

Target Cost	[REDACTED]
Target Fee	[REDACTED]
Total	\$40,000,000

**IMPLEMENTATION OF AND EXPLANATION OF THE RELATIONSHIP OF THE LIMITATION OF FUNDS (LOF) CLAUSE TO FEE OBLIGATIONS, subparagraph c., is revised to read as follows:**

SUBCLIN 0017AA :

	<u>PRIOR</u>	<u>THIS MODIFICATION</u>	<u>CUMULATIVE TOTAL*</u>
(1) Amount Required for Full Funding, Including Fee:	\$1,576,087,940	\$ 0	\$ 1,576,087,940
(2) Amount Allotted Under the LOF Clause for Payment of Costs:	[REDACTED]	[REDACTED]	[REDACTED]
(3) Amount Separately Obligated for Payment of Fee:	[REDACTED]	[REDACTED]	[REDACTED]
(4) Total Amount Allotted and Obligated:	\$ 1,468,041,694.26	\$40,000,000	\$ 1,508,041,694.26
(5) Net Amount Required for Full Funding	\$ 108,046,245.74	(\$40,000,000)	\$ 68,046,245.74

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

\* These figures take into consideration the negotiated total value of SubCLIN 0017AA (This does not include SubCLIN 17AH)

**2. The following is an update to Modification P00231 showing a summary of funding by ACRN through Modification P00232:**

<u>ACRN</u>	<u>FUNDING</u>
AA	440,100.00
AB	2,298,235.00

002198

AC	17,832,987.00
AD	0.00
AE	7,500,000.00
AF	3,300,000.00
AG	17,192,400.00
AH	700,000.00
AJ	200,000.00
AK	85,000.00
AL	45,000.00
AM	17,045,000.00
AN	5,800.00
AP	20,779,000.00
AQ	105,000.00
AR	35,000.00
AS	0.00
AT	6,984,678.52
AU	7,970,000.00
AV	0.00
AW	100,000.00
AX	3,396,000.00
AY	550,000.00
AZ	19,412,000.00
BA	24,527,878.00
BB	146,000.00
BC	72,000.00
BD	85,000.00
BE	100,000.00
BF	100,000.00
BG	1,975,321.00
BH	38,018,908.00
BJ	7,896,673.34
BK	260,000.00
BL	0.00
BM	125,000.00
BN	103,000.00
BP	10,199,288.50
BU	350,000.00
BV	9,000.00
BW	84,896,852.00
BX	1,146,000.00
BY	3,880,000.00
BZ	190,000.00
KL	118,250.00
KM	192,793,000.00
KN	0.00
KQ	92,811.00
KR	0.00
KS	0.00
KT	386,377,998.00
KU	2,203,183.00

002199

KV	65,000.00
KW	20,000.00
KX	60,000.00
KY	25,000.00
KZ	25,000.00
LA	13,508.00
LB	12,500.00
LC	200,000.00
LD	7,943,648.00
LE	1,173,850.00
LF	10,000.00
LG	62,000.00
LH	400,000.00
LJ	7,476.00
LK	\$281,575,897.00
LL	\$173,798.00
LM	\$1,410,376.00
LN	\$630,061.00
LP	\$83,200.00
LQ	\$235,566.00
LR	\$125,000.00
LS	\$6,069,616.00
LT	\$530,377.00
LU	\$9,100,000.00
LV	\$1,957,265.00
LW	\$255,567.00
LX	\$68,000.00
LY	\$264,135,933.26
LZ	\$1,751,384.00
MA	\$2,982,442.00
MB	\$375,000.00
MC	\$2,283,481.00
MD	\$8,573.00
ME	\$0.00
MF	\$261,492,519.00
MG	\$6,262,095.00
MH	\$213,390.00

3. The following is an update to Modification P00231 showing a summary of funding by CLIN by ACRN through Modification P00232:

<u>CLIN</u>	<u>ACRN</u>	<u>FUNDING AMT</u>	<u>CLIN TOTAL</u>
CLIN 0001	AA	440,100.00	
CLIN 0001	AD	0.00	
			<u>440,100.00</u>
CLIN 0003	AB	2,298,235.00	
CLIN 0003	AC	17,832,987.00	

002200

CLIN 0003	AD	0.00
CLIN 0003	AE	7,500,000.00
CLIN 0003	AF	3,300,000.00
CLIN 0003	AG	17,192,400.00
CLIN 0003	AH	700,000.00
CLIN 0003	AM	17,045,000.00
CLIN 0003	AN	5,800.00
CLIN 0003	AP	20,779,000.00
CLIN 0003	AS	0.00
CLIN 0003	AT	6,984,678.52
CLIN 0003	AW	100,000.00
CLIN 0003	AY	550,000.00
		<u>94,288,100.52</u>
CLIN 0005	BA	24,527,878.00
CLIN 0005	BB	146,000.00
CLIN 0005	BC	72,000.00
CLIN 0005	BD	85,000.00
CLIN 0005	BE	100,000.00
CLIN 0005	BF	100,000.00
CLIN 0005	BG	1,975,321.00
CLIN 0005	BH	38,018,908.00
CLIN 0005	BL	0.00
CLIN 0005	BZ	0.00
		<u>65,025,107.00</u>
CLIN 0007AA	BP	10,199,288.50
		<u>10,199,288.50</u>
CLIN 0009AA	AQ	45,106.00
CLIN 0009AA	AV	0.00
CLIN 0009AA	BK	256,545.00
CLIN 0009AA	BM	125,000.00
CLIN 0009AA	BN	21,315.00
		<u>447,966.00</u>
CLIN 0009AB	AJ	200,000.00
CLIN 0009AB	AK	85,000.00
CLIN 0009AB	AL	45,000.00
CLIN 0009AB	AQ	59,894.00
CLIN 0009AB	AR	35,000.00
CLIN 0009AB	BK	3,455.00
CLIN 0009AB	BN	81,685.00
CLIN 0009AB	BU	350,000.00
CLIN 0009AB	BV	9,000.00
		<u>869,034.00</u>

002201

CLIN 0013	AU	7,970,000.00	
CLIN 0013	AX	3,396,000.00	
CLIN 0013	AY	0.00	
CLIN 0013	AZ	19,412,000.00	
CLIN 0013	BJ	7,896,673.34	
			<u>38,674,673.34</u>
CLIN 0017	BW	0.00	
CLIN 0017	KM	0.00	
			<u>0.00</u>
CLIN 0017AA	BY	3,880,000.00	
CLIN 0017AA	BX	1,146,000.00	
CLIN 0017AA	BW	84,896,852.00	
CLIN 0017AA	BZ	0.00	
CLIN 0017AA	KM	192,793,000.00	
CLIN 0017AA	KN	0.00	
CLIN 0017AA	KQ	66,151.00	
CLIN 0017AA	KS	0.00	
CLIN 0017AA	KT	386,204,200.00	
CLIN 0017AA	KU	2,203,183.00	
CLIN 0017AA	KY	0.00	
CLIN 0017AA	LC	200,000.00	
CLIN 0017AA	LD	7,943,648.00	
CLIN 0017AA	LE	0.00	
CLIN 0017AA	LH	400,000.00	
CLIN 0017AA	LJ	7,476.00	
CLIN 0017AA	LK	281,575,897.00	
CLIN 0017AA	LQ	235,566.00	
CLIN 0017AA	LS	6,069,616.00	
CLIN 0017AA	LT	530,377.00	
CLIN 0017AA	LU	\$9,100,000.00	
CLIN 0017AA	LV	\$1,957,265.00	
CLIN 0017AA	LW	\$255,567.00	
CLIN 0017AA	LX	\$68,000.00	
CLIN 0017AA	LY	\$264,135,933.26	
CLIN 0017AA	MB	\$375,000.00	
CLIN 0017AA	MC	\$2,283,481.00	
CLIN 0017AA	MD	\$8,573.00	
CLIN 0017AA	ME	\$0.00	
CLIN 0017AA	MF	\$261,492,519.00	
CLIN 0017AA	MH	\$213,390.00	
			<u>1,508,041,694.26</u>

002202

CLIN 0017AB	KL	118,250.00	<u>118,250.00</u>
CLIN 0017AC	BZ	190,000.00	<u>190,000.00</u>
CLIN 0017AD	KN	0.00	
CLIN 0017AD	KS	0.00	<u>0.00</u>
CLIN 0017AE	LL	173,798.00	173,798.00
CLIN 0017AH	KT	173,798.00	<u>173,798.00</u>
CLIN 0020AA	KN	0.00	
CLIN 0020AA	KQ	26,660.00	<u>26,660.00</u>
CLIN 0021AA	KW	0.00	<u>0.00</u>
CLIN 0021AB	KV	0.00	
CLIN 0021AB	LB	0.00	
CLIN 0021AB	KX	0.00	
CLIN 0021AB	KY	0.00	<u>0.00</u>
CLIN 0021AC	KZ	0.00	
CLIN 0021AC	LA	0.00	<u>0.00</u>
CLIN 0022	KW	0.00	<u>0.00</u>
CLIN 0023	KX	60,000.00	
CLIN 0023	KY	25,000.00	
CLIN 0023	KV	65,000.00	
CLIN 0023	LB	12,500.00	
CLIN 0023	LF	10,000.00	
CLIN 0023	LR	\$125,000.00	<u>297,500.00</u>
CLIN 0024	LA	13,508.00	

002203

CLIN 0024	LG	62,000.00	
CLIN 0024	KZ	25,000.00	
CLIN 0024	KW	20,000.00	
CLIN 0024	LP	83,200.00	
			<u>203,708.00</u>
CLIN 0025	LE	1,173,850.00	
CLIN 0025	LM	1,080,404.00	
CLIN 0025	MA	0.00	
			<u>2,254,254.00</u>
CLIN 0026	LN	630,061.00	
			<u>630,061.00</u>
CLIN 0027	LZ	1,751,384.00	
			<u>1,751,384.00</u>
CLIN 0028	LM	329,972.00	
CLIN 0028	MA	2,982,442.00	
CLIN 0028	MG	6,262,095.00	
			<u>9,574,509.00</u>

(End of Summary of Changes)

002204

2. AMENDMENT/MODIFICATION NO. **P00233** 3. EFFECTIVE DATE **21 JUN 11** 4. REQUISITION/PURCHASE REQ. NO. 5. PROJECT NO. (if applicable)

6. ISSUED BY **USAS/MC/ABSTRAT** CODE **W9113M** 7. ADMINISTERED BY (if other than item 6) CODE **S2205A**  
**PO BOX 1500 HUNTSVILLE AL 35807-3801** **DCMA RAYTHEON 50 APPLE HILL DRIVE WSTBR2 TEMKSBURY MA 01876** (b)(6)

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) **RAYTHEON COMPANY 350 LOWELL ST. ANDOVER MA 01810-4400** 9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11) X 10A. MOD. OF CONTRACT/ORDER NO. **DASG60-98-C-0001** X 10B. DATED (SEE ITEM 13) **30-Jan-1998**

CODE **05716** FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS  
 The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of offer  is extended,  is not extended.  
 Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:  
 (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)  
**See Schedule**

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) **THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.**  
 B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).  
 X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: **FAR 52.232-22, "Limitation of Funds" and Mutual Agreement**  
 D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor  is not,  is required to sign this document and return **1** copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
 Modification Control Number: [REDACTED] (b)(6)  
 To increase and fund SubCLIN 0017AA in the amount of \$914,571 as settlement of the proposal submitted by the contractor in response to a Government request to replace [REDACTED] hardware with [REDACTED] hardware in the two (2) Orbits to be delivered under SubCLIN 0017AA and the Raytheon Systems Integration Lab (SIL). In addition, the contractor will provide [REDACTED] hardware that is required to replace the [REDACTED] hardware that is located in the JLENS Product Office (JPO) SILs. (b)(3)(A) (i)&Title 10 Sec 130 (a)(b)

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

15A. NAME AND TITLE OF SIGNER (Type or print) [REDACTED] 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) [REDACTED] (b)(6)

15B. [REDACTED] 15C. DATE SIGNED **15 JUN 2011** 16C. DATE SIGNED **21 Jun 11**  
 (Signature of Contracting Officer)

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

1. SECTION A - SOLICITATION/CONTRACT FORM

The total cost of this contract was increased by \$914,571.00 from \$1,813,876,387.00 to \$1,814,790,958.00.  
750

2. SECTION B - SUPPLIES OR SERVICES AND PRICES

SUBCLIN 0017AA

The target cost has increased by [redacted] from [redacted] to [redacted]  
The target profit/fee has increased by [redacted] from [redacted] to [redacted]  
The total cost of this line item has increased by \$914,571.00 from [redacted] to \$1,577,002,511.00. (b)(4)

This includes an increase in target cost of [redacted] consisting of a [redacted] increase in cost and a [redacted] increase in facilities capital cost of money, and an increase in target fee of [redacted] which [redacted] of target cost less facilities capital cost of money. (b)(4)

B-17. INCENTIVE FEE FOR SUBCLIN 0017AA/CLIN 0018 (SEE H-19):

In accordance with FAR 52.216-7, entitled "Allowable Cost and Payments", and FAR 52.216-10, entitled "Incentive Fee", the total amount for reimbursement of cost and fee for performance under SubCLIN 0017AA/CLIN 0018 are set forth below:

Target Cost [redacted] (b)(4)  
Target Fee [redacted] (b)(4)

Incentive Arrangement: Maximum Fee: [redacted] (b)(4)  
Minimum Fee: [redacted] (b)(4)

(Share Ratio: Government/Contractor)

Underrun: [redacted] for the amount by which the total allowable cost is less than the target cost until maximum fee is attained. (b)(4)

Overrun: [redacted] for the amount by which the total allowable cost exceeds the target cost until minimum fee is attained. (b)(4)

FAR 52.216-10, INCENTIVE, paragraph (e)(1), is stated as follows:

(e) Fee Payable.

(1) The fee payable under this contract shall be the target fee increased by [redacted] cents for every dollar that the total allowable cost is less than the target cost or decreased by [redacted] cents for every dollar that the total allowable cost exceeds the target cost. In no event shall the fee be greater than [redacted] percent or less than [redacted] percent of the target cost. (b)(4)

B-18. TARGET COST, TARGET FEE, MINIMUM INCENTIVE FEE, MAXIMUM INCENTIVE FEE, AND INCENTIVE ARRANGEMENT FOR SUBCLIN 0017AA/CLIN 0018:

SUBCLIN 0017AA - (Two SDD JLENS Systems)

002206

a. Target cost:	[REDACTED]	(b)(4)
b. Target fee:	[REDACTED]	(b)(4)
c. Minimum incentive fee:	[REDACTED]	(b)(4)
d. Maximum incentive fee:	[REDACTED]	(b)(4)
e. Total target cost and target fee:	<b>\$1,577,002,511</b>	

3. SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by \$914,571.00 from \$1,733,379,885.62 to \$1,734,294,456.62.

SUBCLIN 0017AA:

MJ: 21 1 2040 5L 5L68 P172419E555L 255Y 4M1J741000 S01021 4M1J741000/14MJLE/4M5 was increased by \$858,495.00 from \$0.00 to \$858,495.00  
The contract ACRN MJ has been added.

MK: 21 1 2040 5L 5L68 P172419E555L 255Y 4M1J741100 S01021 4M1J741100/14MJLE/4M5 was increased by \$56,076.00 from \$0.00 to \$56,076.00  
The contract ACRN MK has been added.

Target Cost, Target Fee, and Total for the above increase of \$914,571 is distributed as follows and includes an increase in target cost of [REDACTED] of cost and [REDACTED] of facilities capital cost of money) and an increase in target incentive fee of [REDACTED] which is [REDACTED] of target cost less facilities capital cost of money.

Target Cost	[REDACTED]
Target Fee	[REDACTED]
Total	\$914,571

IMPLEMENTATION OF AND EXPLANATION OF THE RELATIONSHIP OF THE LIMITATION OF FUNDS (LOF) CLAUSE TO FEE OBLIGATIONS, subparagraph c., is revised to read as follows:

SUBCLIN 0017AA :	<u>PRIOR</u>	<u>THIS MODIFICATION</u>	<u>CUMULATIVE TOTAL*</u>
(1) Amount Required for Full Funding, Including Fee:	\$1,576,087,940	\$914,571	\$ 1,577,002,511
(2) Amount Allotted Under the LOF Clause for Payment of Costs:	[REDACTED]	[REDACTED]	[REDACTED]
(3) Amount Separately Obligated for Payment of Fee:	[REDACTED]	[REDACTED]	[REDACTED]
(4) Total Amount Allotted and Obligated:	\$1,508,041,694.26	\$914,571	\$1,508,956,265.26
(5) Net Amount Required for Full Funding	\$ 68,046,245.74	\$ 0	\$ 68,046,245.74

\* These figures take into consideration the negotiated total value of SubCLIN 0017AA (This does not include

002207

SubCLIN 17AH)

4. SECTION H – SPECIAL CONTRACT REQUIREMENTS is changed as follows:

Paragraph H-19, INCENTIVE FEE STRUCTURE AND PAYMENT FOR CLIN 0017, SYSTEM DEVELOPMENT AND DEMONSTRATION (SDD), subparagraphs a. and b., are revised as follows:

a. General.

SubCLIN 0017AA, System Development and Demonstration (SDD), is a cost-plus-incentive-fee (CPIF) Line Item with cost and schedule incentives as described below. Paragraph H-19(b) applies only to the Cost Incentive and Paragraph H-19(c) applies only to the Schedule Incentive. The contract price amount of \$1,577,002,511 includes a target cost of [REDACTED] (which includes [REDACTED] of cost and \$12 [REDACTED] of facilities capital cost of money) and a target incentive fee of [REDACTED] which is [REDACTED] of target cost less facilities capital cost of money.

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

b. Cost Incentive.

(1) The target fee payable under SubCLIN 0017AA [REDACTED] of the target cost less facilities capital cost of money [REDACTED] an amount equal to [REDACTED]

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

(2) The maximum fee payable under SubCLIN 0017AA is [REDACTED] of the target cost less facilities capital cost of money [REDACTED] an amount equal to [REDACTED]

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

(3) The minimum fee payable under SubCLIN 0017AA [REDACTED] of the target cost less facilities capital cost of money [REDACTED] an amount equal to [REDACTED].

(4) Fee will be adjusted for actual cost that is less than or more than the target cost stated above using a share ratio [REDACTED] Government / [REDACTED] Contractor for actual costs less than the target cost, and a ratio [REDACTED] Government / [REDACTED] Contractor for actual costs greater than the target cost range applied according to Paragraph H-19(c)(1).

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

(5) Nothing stated in this clause shall take precedence over the clause 52.216-10 - Incentive Fee contained in this contract.

c. Schedule and Performance Incentive.

(1) A maximum [REDACTED] "flat zone" will be established at the target cost value of [REDACTED] with the conduct of milestones below. The "flat zone" over which the contractor will earn target fee is for eligible costs from [REDACTED] to [REDACTED] once the program milestones set forth below are conducted.

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

(a) [REDACTED] of the maximum benefit of the "flat zone", earned by the conduct of the SDD System Functional Review NLT 2nd Quarter, Fiscal Year 2007. (It is hereby acknowledged by the government that Raytheon completed the requirement for this flat zone and earned the "Flat Zone" schedule incentive of [REDACTED]. Final determination of incentive fee payment utilizing the "Flat Zone" amount will be made at the conclusion of the contract. Reference letter, dated 5 March 2007 from [REDACTED]

(b)(4)  
(b)(4)  
(b)(4)  
(b)(6)

[REDACTED] of the maximum benefit of the "flat zone", earned by the conduct of SDD Orbit Critical Design review NLT 2nd Quarter, Fiscal Year 2009. (It is hereby acknowledged by the government that Raytheon completed the requirement for this flat zone and earned the "Flat Zone" schedule incentive of [REDACTED]. Final determination of incentive fee payment utilizing the "Flat Zone" amount will be made at the conclusion of the contract. Reference letter, dated 12 January 2009, from [REDACTED]

(b)(6)  
(b)(4)  
(b)(4)  
(b)(6)

(b)(6)

002208

(2) An additional performance incentive fee pool of [REDACTED] (maximum) is established and will be awarded to the contractor for meeting performance incentives associated with System Capability Reviews (SCRs) and the Developmental Test (DT)/Limited User Test (LUT) according to the schedule below:

(b)(4)

(a) [REDACTED] (maximum) earned based on successful conduct of technical performance defined by SCR-1.

(b)(4)

(b) [REDACTED] (maximum) earned based on successful conduct of technical performance defined by SCR-2.

(b)(4)

(c) [REDACTED] (maximum) earned based on successful conduct of technical performance defined by SCR-3.

(b)(4)

(d) [REDACTED] (maximum) earned based on successful conduct of technical performance defined by LUT.

(b)(4)

(e) The specific criteria/evidence and associated percentages related to successful completion of (a) through (d) above are defined in the Section J attachment entitled "Performance Incentive Fee Criteria/Evidence."

(f) Following completion of each milestone in (a) through (d) above, the government will determine the amount of performance incentive fee earned. If it is determined that performance incentive fee is earned, the additional contract value will be added to the total value of the contract at the time the incentive is earned.

(3) For Earned Value and cost reporting purposes, the target cost value of [REDACTED] will be used.

(b)(4)

d. Changes issued under FAR 52.243-2, Changes - Cost Reimbursement

In the event of a change issued under FAR 52.243-2, Changes - Cost Reimbursement, it is agreed that changes to the performance and schedule incentive may be considered a part of the equitable adjustment. In the event that any Options to CLIN 0017 are added and exercised, the incentive fee for cost and schedule/performance applicable to the Option will be incorporated in accordance with the incentive fee structure of this provision.

5. The following is an update to Modification P00231 showing a summary of funding by ACRN through Modification P00232:

<u>ACRN</u>	<u>FUNDING</u>
AA	440,100.00
AB	2,298,235.00
AC	17,832,987.00
AD	0.00
AE	7,500,000.00
AF	3,300,000.00
AG	17,192,400.00
AH	700,000.00
AJ	200,000.00
AK	85,000.00
AL	45,000.00
AM	17,045,000.00
AN	5,800.00

002209

AP	20,779,000.00
AQ	105,000.00
AR	35,000.00
AS	0.00
AT	6,984,678.52
AU	7,970,000.00
AV	0.00
AW	100,000.00
AX	3,396,000.00
AY	550,000.00
AZ	19,412,000.00
BA	24,527,878.00
BB	146,000.00
BC	72,000.00
BD	85,000.00
BE	100,000.00
BF	100,000.00
BG	1,975,321.00
BH	38,018,908.00
BJ	7,896,673.34
BK	260,000.00
BL	0.00
BM	125,000.00
BN	103,000.00
BP	10,199,288.50
BU	350,000.00
BV	9,000.00
BW	84,896,852.00
BX	1,146,000.00
BY	3,880,000.00
BZ	190,000.00
KL	118,250.00
KM	192,793,000.00
KN	0.00
KQ	92,811.00
KR	0.00
KS	0.00
KT	386,377,998.00
KU	2,203,183.00
KV	65,000.00
KW	20,000.00
KX	60,000.00
KY	25,000.00
KZ	25,000.00
LA	13,508.00
LB	12,500.00
LC	200,000.00
LD	7,943,648.00
LE	1,173,850.00
LF	10,000.00

002210

LG	62,000.00
LH	400,000.00
LJ	7,476.00
LK	\$281,575,897.00
LL	\$173,798.00
LM	\$1,410,376.00
LN	\$630,061.00
LP	\$83,200.00
LQ	\$235,566.00
LR	\$125,000.00
LS	\$6,069,616.00
LT	\$530,377.00
LU	\$9,100,000.00
LV	\$1,957,265.00
LW	\$255,567.00
LX	\$68,000.00
LY	\$264,135,933.26
LZ	\$1,751,384.00
MA	\$2,982,442.00
MB	\$375,000.00
MC	\$2,283,481.00
MD	\$8,573.00
ME	\$0.00
MF	\$261,492,519.00
MG	\$6,262,095.00
MH	\$213,390.00
MJ	\$858,495.00
MK	\$56,076.00

6. The following is an update to Modification P00231 showing a summary of funding by CLIN by ACRN through Modification P00232:

<u>CLIN</u>	<u>ACRN</u>	<u>FUNDING AMT</u>	<u>CLIN TOTAL</u>
CLIN 0001	AA	440,100.00	
CLIN 0001	AD	0.00	
			440,100.00
CLIN 0003	AB	2,298,235.00	
CLIN 0003	AC	17,832,987.00	
CLIN 0003	AD	0.00	
CLIN 0003	AE	7,500,000.00	
CLIN 0003	AF	3,300,000.00	
CLIN 0003	AG	17,192,400.00	
CLIN 0003	AH	700,000.00	
CLIN 0003	AM	17,045,000.00	
CLIN 0003	AN	5,800.00	
CLIN 0003	AP	20,779,000.00	
CLIN 0003	AS	0.00	
CLIN 0003	AT	6,984,678.52	

002211

CLIN 0003	AW	100,000.00	
CLIN 0003	AY	550,000.00	
			<u>94,288,100.52</u>
CLIN 0005	BA	24,527,878.00	
CLIN 0005	BB	146,000.00	
CLIN 0005	BC	72,000.00	
CLIN 0005	BD	85,000.00	
CLIN 0005	BE	100,000.00	
CLIN 0005	BF	100,000.00	
CLIN 0005	BG	1,975,321.00	
CLIN 0005	BH	38,018,908.00	
CLIN 0005	BL	0.00	
CLIN 0005	BZ	0.00	
			<u>65,025,107.00</u>
CLIN 0007AA	BP	10,199,288.50	
			<u>10,199,288.50</u>
CLIN 0009AA	AQ	45,106.00	
CLIN 0009AA	AV	0.00	
CLIN 0009AA	BK	256,545.00	
CLIN 0009AA	BM	125,000.00	
CLIN 0009AA	BN	21,315.00	
			<u>447,966.00</u>
CLIN 0009AB	AJ	200,000.00	
CLIN 0009AB	AK	85,000.00	
CLIN 0009AB	AL	45,000.00	
CLIN 0009AB	AQ	59,894.00	
CLIN 0009AB	AR	35,000.00	
CLIN 0009AB	BK	3,455.00	
CLIN 0009AB	BN	81,685.00	
CLIN 0009AB	BU	350,000.00	
CLIN 0009AB	BV	9,000.00	
			<u>869,034.00</u>
CLIN 0013	AU	7,970,000.00	
CLIN 0013	AX	3,396,000.00	
CLIN 0013	AY	0.00	
CLIN 0013	AZ	19,412,000.00	
CLIN 0013	BJ	7,896,673.34	
			<u>38,674,673.34</u>
CLIN 0017	BW	0.00	
CLIN 0017	KM	0.00	

002212

		<u>0.00</u>
CLIN 0017AA	BY	3,880,000.00
CLIN 0017AA	BX	1,146,000.00
CLIN 0017AA	BW	84,896,852.00
CLIN 0017AA	BZ	0.00
CLIN 0017AA	KM	192,793,000.00
CLIN 0017AA	KN	0.00
CLIN 0017AA	KQ	66,151.00
CLIN 0017AA	KS	0.00
CLIN 0017AA	KT	386,204,200.00
CLIN 0017AA	KU	2,203,183.00
CLIN 0017AA	KY	0.00
CLIN 0017AA	LC	200,000.00
CLIN 0017AA	LD	7,943,648.00
CLIN 0017AA	LE	0.00
CLIN 0017AA	LH	400,000.00
CLIN 0017AA	LJ	7,476.00
CLIN 0017AA	LK	281,575,897.00
CLIN 0017AA	LQ	235,566.00
CLIN 0017AA	LS	6,069,616.00
CLIN 0017AA	LT	530,377.00
CLIN 0017AA	LU	\$9,100,000.00
CLIN 0017AA	LV	\$1,957,265.00
CLIN 0017AA	LW	\$255,567.00
CLIN 0017AA	LX	\$68,000.00
CLIN 0017AA	LY	\$264,135,933.26
CLIN 0017AA	MB	\$375,000.00
CLIN 0017AA	MC	\$2,283,481.00
CLIN 0017AA	MD	\$8,573.00
CLIN 0017AA	ME	\$0.00
CLIN 0017AA	MF	\$261,492,519.00
CLIN 0017AA	MH	\$213,390.00
CLIN 0017AA	MJ	\$858,495.00
CLIN 0017AA	MK	\$56,076.00
		<u>1,508,956,265.26</u>
		<u>118,250.00</u>
CLIN 0017AB	KL	118,250.00
		<u>118,250.00</u>
		<u>190,000.00</u>
CLIN 0017AC	BZ	190,000.00
		<u>190,000.00</u>

002213

CLIN 0017AD	KN	0.00	
CLIN 0017AD	KS	0.00	
			<u>0.00</u>
CLIN 0017AE	LL	173,798.00	
			173,798.00
CLIN 0017AH	KT	173,798.00	
			<u>173,798.00</u>
CLIN 0020AA	KN	0.00	
CLIN 0020AA	KQ	26,660.00	
			<u>26,660.00</u>
CLIN 0021AA	KW	0.00	
			<u>0.00</u>
CLIN 0021AB	KV	0.00	
CLIN 0021AB	LB	0.00	
CLIN 0021AB	KX	0.00	
CLIN 0021AB	KY	0.00	
			<u>0.00</u>
CLIN 0021AC	KZ	0.00	
CLIN 0021AC	LA	0.00	
			<u>0.00</u>
CLIN 0022	KW	0.00	
			<u>0.00</u>
CLIN 0023	KX	60,000.00	
CLIN 0023	KY	25,000.00	
CLIN 0023	KV	65,000.00	
CLIN 0023	LB	12,500.00	
CLIN 0023	LF	10,000.00	
CLIN 0023	LR	\$125,000.00	
			<u>297,500.00</u>
CLIN 0024	LA	13,508.00	
CLIN 0024	LG	62,000.00	
CLIN 0024	KZ	25,000.00	
CLIN 0024	KW	20,000.00	
CLIN 0024	LP	83,200.00	
			<u>203,708.00</u>
CLIN 0025	LE	1,173,850.00	

002214

CLIN 0025	LM	1,080,404.00	_____
CLIN 0025	MA	0.00	_____
			<u>2,254,254.00</u>
CLIN 0026	LN	630,061.00	_____
			<u>630,061.00</u>
CLIN 0027	LZ	1,751,384.00	_____
			<u>1,751,384.00</u>
CLIN 0028	LM	329,972.00	_____
CLIN 0028	MA	2,982,442.00	_____
CLIN 0028	MG	6,262,095.00	_____
			<u>9,574,509.00</u>

7. In consideration of the modification agreed to herein as complete equitable adjustment for the Hardware Modification [REDACTED] proposal submitted via Raytheon letter JLENS-23414-10-140, dated 29 October 2010, the Contractor hereby releases the Government from any and all liability under this contract for further equitable adjustments attributable to such facts or circumstances giving rise to the proposal for adjustment.

(b)(3)(A)  
(i)&Title  
10 Sec 130  
(a)(b)

(End of Summary of Changes)

002215

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

I. CONTRACT ID CODE **V** PAGE OF PAGES **1 | 11**

2. AMENDMENT/MODIFICATION NO. **P00234** 3. EFFECTIVE DATE **30 JUN 11** 4. REQUISITION/PURCHASE REQ. NO. 5. PROJECT NO. (If applicable)

6. ISSUED BY CODE **W9113M** 7. ADMINISTERED BY (If other than item 6) CODE **S2205A**  
 USASMDC/ARSTRAT  
 SMDC-RDC  
 PO BOX 1500  
 HUNTSVILLE AL 35807-3501  
 DCMA RAYTHEON  
 80 APPLE HILL DRIVE  
 W/S 12FR2  
 TEWKSBURY MA 01876

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)  
 RAYTHEON COMPANY  
 350 LOWELL ST.  
 ANDOVER MA 01810-4400  
 9A. AMENDMENT OF SOLICITATION NO.  
 9B. DATED (SEE ITEM 11)  
 X 10A. MOD. OF CONTRACT/ORDER NO.  
 DASG60-98-C-0001  
 X 10B. DATED (SEE ITEM 13)  
 X 30-Jan-1998

CODE **Q5716** FACILITY CODE

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of offer  is extended.  is not extended.  
 Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:  
 (a) By completing items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted;  
 or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)  
**See Schedule**

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS  
 IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.  
 B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).  
 X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:  
 FAR 52.232-22, "Limitation of Funds" and Mutual Agreement  
 D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor  is not,  is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCP section headings, including solicitation/contract subject matter where feasible.)  
 Modification Control Number: [REDACTED] (b)(6)  
 To increase and fund SubCLIN 0017AA in the amount of \$116,044 as settlement of the proposal submitted by the contractor in response to a Government request to purchase [REDACTED] (b)(3)(A)  
 (i) & Title 10 Sec 130 (a)(b)

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

15A. NAME AND TITLE OF OWNER (Type or print) [REDACTED] 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) [REDACTED] (b)(6)  
 15C. DATE SIGNED **29 JUN 2011** 16C. DATE SIGNED **30 Jun 11**  
 (Signature of person authorized to sign) (Signature of Contracting Officer)

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

1. SECTION A - SOLICITATION/CONTRACT FORM

The total cost of this contract was increased by \$116,044.00 from \$1,814,750,958.00 to \$1,814,867,002.00.

2. SECTION B - SUPPLIES OR SERVICES AND PRICES

SUBCLIN 0017AA

The target cost has increased by [REDACTED]

The target profit/fee has increased by [REDACTED] to [REDACTED]

The total cost of this line item has increased by [REDACTED] from \$ [REDACTED] to [REDACTED]

This includes an increase in target cost of [REDACTED] consisting of a [REDACTED] increase in cost and [REDACTED] increase in facilities capital cost of money, and an increase in target fee of [REDACTED] which is [REDACTED] of target cost less facilities capital cost of money.

B-17. INCENTIVE FEE FOR SUBCLIN 0017AA/CLIN 0018 (SEE H-19):

In accordance with FAR 52.216-7, entitled "Allowable Cost and Payments", and FAR 52.216-10, entitled "Incentive Fee", the total amount for reimbursement of cost and fee for performance under SubCLIN 0017AA/CLIN 0018 are set forth below:

Target Cost [REDACTED]  
Target Fee [REDACTED]

Incentive Arrangement: Maximum Fee: [REDACTED]  
Minimum Fee: [REDACTED]

(Share Ratio: Government/Contractor)

Underrun [REDACTED] the amount by which the total allowable cost is less than the target cost until maximum fee is attained.

Overrun [REDACTED] the amount by which the total allowable cost exceeds the target cost until minimum fee is attained.

FAR 52.216-10, INCENTIVE, paragraph (e)(1), is stated as follows:

(e) Fee Payable.

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

B-18. TARGET COST, TARGET FEE, MINIMUM INCENTIVE FEE, MAXIMUM INCENTIVE FEE, AND INCENTIVE ARRANGEMENT FOR SUBCLIN 0017AA/CLIN 0018:

SUBCLIN 0017AA - (Two SDD JLENS Systems)

002217

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

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

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

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

- a. Target cost: [REDACTED]
- b. Target fee: [REDACTED]
- c. Minimum incentive fee: [REDACTED]
- d. Maximum incentive fee: [REDACTED]
- e. Total target cost and target fee: **\$1,577,118,555**

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

3. SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by \$116,044.00 from \$1,734,294,456.62 to \$1,734,410,500.62.

SUBCLIN 0017AA:

ML: 21 1 2040 5L 5L68 P172419E555L 255Y 4M1J741200 S01021 4M1J741200/14MJLE/4M5 was increased by \$116,044.00 from \$0.00 to \$116,044.00  
The contract ACRN ML has been added.

Target Cost, Target Fee, and Total for the above increase of \$116,044 is distributed as follows and includes an increase in target cost of [REDACTED] of cost and [REDACTED] facilities capital cost of money) and an increase in target incentive fee of [REDACTED] which [REDACTED] of target cost less facilities capital cost of money.

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

Target Cost	[REDACTED]
Target Fee	[REDACTED]
Total	\$116,044

IMPLEMENTATION OF AND EXPLANATION OF THE RELATIONSHIP OF THE LIMITATION OF FUNDS (LOF) CLAUSE TO FEE OBLIGATIONS, subparagraph c., is revised to read as follows:

SUBCLIN 0017AA :

	<u>PRIOR</u>	<u>THIS MODIFICATION</u>	<u>CUMULATIVE TOTAL*</u>
(1) Amount Required for Full Funding, Including Fee:	\$1,577,002,511	\$116,044	\$ 1,577,118,555
(2) Amount Allotted Under the LOF Clause for Payment of Costs:	[REDACTED]	[REDACTED]	[REDACTED]
(3) Amount Separately Obligated for Payment of Fee:	[REDACTED]	\$ [REDACTED]	[REDACTED]
(4) Total Amount Allotted and Obligated:	\$1,508,956,265.26	\$116,044	\$1,509,072,309.26
(5) Net Amount Required for Full Funding	\$ 68,046,245.74	\$ 0	\$ 68,046,245.74

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

\* These figures take into consideration the negotiated total value of SubCLIN 0017AA (This does not include SubCLIN 17AH)

4. SECTION H – SPECIAL CONTRACT REQUIREMENTS is changed as follows:

002218

Paragraph H-19, INCENTIVE FEE STRUCTURE AND PAYMENT FOR CLIN 0017, SYSTEM DEVELOPMENT AND DEMONSTRATION (SDD), subparagraphs a. and b., are revised as follows:

a. General.

SubCLIN 0017AA, System Development and Demonstration (SDD), is a cost-plus-incentive-fee (CPIF) Line Item with cost and schedule incentives as described below. Paragraph H-19(b) applies only to the Cost Incentive and Paragraph H-19(c) applies only to the Schedule Incentive. The contract price amount of \$1,577,118,555 includes a target cost of [REDACTED] (which includes [REDACTED] of cost and [REDACTED] of facilities capital cost of money) and a target incentive fee [REDACTED] which is [REDACTED] of target cost less facilities capital cost of money.

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

b. Cost Incentive.

(1) The target fee payable under SubCLIN 0017AA is [REDACTED] of the target cost less facilities capital cost of money [REDACTED] an amount equal to [REDACTED]

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

(2) The maximum fee payable under SubCLIN 0017AA is [REDACTED] of the target cost less facilities capital cost of money [REDACTED] an amount equal to [REDACTED]

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

(3) The minimum fee payable under SubCLIN 0017AA [REDACTED] of the target cost less facilities capital cost of money [REDACTED] an amount equal to [REDACTED]

(4) Fee will be adjusted for actual cost that is less than or more than the target cost stated above using a share ratio [REDACTED] Government [REDACTED] Contractor for actual costs less than the target cost, and a ratio of [REDACTED] Government / [REDACTED] Contractor for actual costs greater than the target cost range applied according to Paragraph H-19(c)(1).

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

(5) Nothing stated in this clause shall take precedence over the clause 52.216-10 - Incentive Fee contained in this contract.

c. Schedule and Performance Incentive.

(1) A maximum [REDACTED] "flat zone" will be established at the target cost value of [REDACTED] with the conduct of milestones below. The "flat zone" over which the contractor will earn target fee is for eligible costs from [REDACTED] to [REDACTED] once the program milestones set forth below are conducted.

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

(a) [REDACTED] of the maximum benefit of the "flat zone", earned by the conduct of the SDD System Functional Review NLT 2nd Quarter, Fiscal Year 2007. (It is hereby acknowledged by the government that Raytheon completed the requirement for this flat zone and earned the "Flat Zone" schedule incentive of [REDACTED] Final determination of incentive fee payment utilizing the "Flat Zone" amount will be made at the conclusion of the contract. Reference letter, dated 5 March 2007 from [REDACTED]

(b)(6)

(b) [REDACTED] of the maximum benefit of the "flat zone", earned by the conduct of SDD Orbit Critical Design review NLT 2nd Quarter, Fiscal Year 2009. (It is hereby acknowledged by the government that Raytheon completed the requirement for this flat zone and earned the "Flat Zone" schedule incentive of [REDACTED] Final determination of incentive fee payment utilizing the "Flat Zone" amount will be made at the conclusion of the contract. Reference letter, dated 12 January 2009, from [REDACTED]

(b)(4)  
(b)(4)  
(b)(6)

(2) An additional performance incentive fee pool of [REDACTED] (maximum) is established and will be awarded to the contractor for meeting performance incentives associated with System Capability Reviews (SCRs) and the Developmental Test (DT)/Limited User Test (LUT) according to the schedule below:

(b)(4)

(a) [REDACTED] (maximum) earned based on successful conduct of technical performance defined by SCR-1.

(b)(4)

002219

(b) [REDACTED] (maximum) earned based on successful conduct of technical performance defined by SCR-2. (b)(4)

(c) [REDACTED] (maximum) earned based on successful conduct of technical performance defined by SCR-3. (b)(4)

(d) [REDACTED] (maximum) earned based on successful conduct of technical performance defined by LUT. (b)(4)

(e) The specific criteria/evidence and associated percentages related to successful completion of (a) through (d) above are defined in the Section J attachment entitled "Performance Incentive Fee Criteria/Evidence."

(f) Following completion of each milestone in (a) through (d) above, the government will determine the amount of performance incentive fee earned. If it is determined that performance incentive fee is earned, the additional contract value will be added to the total value of the contract at the time the incentive is earned.

(3) For Earned Value and cost reporting purposes, the target cost value of \$1,447,892,193 will be used.

d. Changes issued under FAR 52.243-2, Changes - Cost Reimbursement

In the event of a change issued under FAR 52.243-2, Changes - Cost Reimbursement, it is agreed that changes to the performance and schedule incentive may be considered a part of the equitable adjustment. In the event that any Options to CLIN 0017 are added and exercised, the incentive fee for cost and schedule/performance applicable to the Option will be incorporated in accordance with the incentive fee structure of this provision.

5. The following is an update to Modification P00233 showing a summary of funding by ACRN through Modification P00234:

<u>ACRN</u>	<u>FUNDING</u>
AA	440,100.00
AB	2,298,235.00
AC	17,832,987.00
AD	0.00
AE	7,500,000.00
AF	3,300,000.00
AG	17,192,400.00
AH	700,000.00
AJ	200,000.00
AK	85,000.00
AL	45,000.00
AM	17,045,000.00
AN	5,800.00
AP	20,779,000.00
AQ	105,000.00
AR	35,000.00
AS	0.00
AT	6,984,678.52
AU	7,970,000.00

002220

AV	0.00
AW	100,000.00
AX	3,396,000.00
AY	550,000.00
AZ	19,412,000.00
BA	24,527,878.00
BB	146,000.00
BC	72,000.00
BD	85,000.00
BE	100,000.00
BF	100,000.00
BG	1,975,321.00
BH	38,018,908.00
BJ	7,896,673.34
BK	260,000.00
BL	0.00
BM	125,000.00
BN	103,000.00
BP	10,199,288.50
BU	350,000.00
BV	9,000.00
BW	84,896,852.00
BX	1,146,000.00
BY	3,880,000.00
BZ	190,000.00
KL	118,250.00
KM	192,793,000.00
KN	0.00
KQ	92,811.00
KR	0.00
KS	0.00
KT	386,377,998.00
KU	2,203,183.00
KV	65,000.00
KW	20,000.00
KX	60,000.00
KY	25,000.00
KZ	25,000.00
LA	13,508.00
LB	12,500.00
LC	200,000.00
LD	7,943,648.00
LE	1,173,850.00
LF	10,000.00
LG	62,000.00
LH	400,000.00
LJ	7,476.00
LK	\$281,575,897.00
LL	\$173,798.00
LM	\$1,410,376.00

002221

LN	\$630,061.00
LP	\$83,200.00
LQ	\$235,566.00
LR	\$125,000.00
LS	\$6,069,616.00
LT	\$530,377.00
LU	\$9,100,000.00
LV	\$1,957,265.00
LW	\$255,567.00
LX	\$68,000.00
LY	\$264,135,933.26
LZ	\$1,751,384.00
MA	\$2,982,442.00
MB	\$375,000.00
MC	\$2,283,481.00
MD	\$8,573.00
ME	\$0.00
MF	\$261,492,519.00
MG	\$6,262,095.00
MH	\$213,390.00
MJ	\$858,495.00
MK	\$56,076.00
ML	\$116,044.00

6. The following is an update to Modification P00231 showing a summary of funding by CLIN by ACRN through Modification P00232:

<u>CLIN</u>	<u>ACRN</u>	<u>FUNDING AMT</u>	<u>CLIN TOTAL</u>
CLIN 0001	AA	440,100.00	
CLIN 0001	AD	0.00	
			<u>440,100.00</u>
CLIN 0003	AB	2,298,235.00	
CLIN 0003	AC	17,832,987.00	
CLIN 0003	AD	0.00	
CLIN 0003	AE	7,500,000.00	
CLIN 0003	AF	3,300,000.00	
CLIN 0003	AG	17,192,400.00	
CLIN 0003	AH	700,000.00	
CLIN 0003	AM	17,045,000.00	
CLIN 0003	AN	5,800.00	
CLIN 0003	AP	20,779,000.00	
CLIN 0003	AS	0.00	
CLIN 0003	AT	6,984,678.52	
CLIN 0003	AW	100,000.00	
CLIN 0003	AY	550,000.00	
			<u>94,288,100.52</u>

002222

CLIN 0005	BA	24,527,878.00
CLIN 0005	BB	146,000.00
CLIN 0005	BC	72,000.00
CLIN 0005	BD	85,000.00
CLIN 0005	BE	100,000.00
CLIN 0005	BF	100,000.00
CLIN 0005	BG	1,975,321.00
CLIN 0005	BH	38,018,908.00
CLIN 0005	BL	0.00
CLIN 0005	BZ	0.00
		<u>65,025,107.00</u>
CLIN 0007AA	BP	10,199,288.50
		<u>10,199,288.50</u>
CLIN 0009AA	AQ	45,106.00
CLIN 0009AA	AV	0.00
CLIN 0009AA	BK	256,545.00
CLIN 0009AA	BM	125,000.00
CLIN 0009AA	BN	21,315.00
		<u>447,966.00</u>
CLIN 0009AB	AJ	200,000.00
CLIN 0009AB	AK	85,000.00
CLIN 0009AB	AL	45,000.00
CLIN 0009AB	AQ	59,894.00
CLIN 0009AB	AR	35,000.00
CLIN 0009AB	BK	3,455.00
CLIN 0009AB	BN	81,685.00
CLIN 0009AB	BU	350,000.00
CLIN 0009AB	BV	9,000.00
		<u>869,034.00</u>
CLIN 0013	AU	7,970,000.00
CLIN 0013	AX	3,396,000.00
CLIN 0013	AY	0.00
CLIN 0013	AZ	19,412,000.00
CLIN 0013	BJ	7,896,673.34
		<u>38,674,673.34</u>
CLIN 0017	BW	0.00
CLIN 0017	KM	0.00
		<u>0.00</u>
CLIN 0017AA	BY	3,880,000.00
CLIN 0017AA	BX	1,146,000.00
CLIN 0017AA	BW	84,896,852.00

002223

CLIN 0017AA	BZ	0.00	
CLIN 0017AA	KM	192,793,000.00	
CLIN 0017AA	KN	0.00	
CLIN 0017AA	KQ	66,151.00	
CLIN 0017AA	KS	0.00	
CLIN 0017AA	KT	386,204,200.00	
CLIN 0017AA	KU	2,203,183.00	
CLIN 0017AA	KY	0.00	
CLIN 0017AA	LC	200,000.00	
CLIN 0017AA	LD	7,943,648.00	
CLIN 0017AA	LE	0.00	
CLIN 0017AA	LH	400,000.00	
CLIN 0017AA	LJ	7,476.00	
CLIN 0017AA	LK	281,575,897.00	
CLIN 0017AA	LQ	235,566.00	
CLIN 0017AA	LS	6,069,616.00	
CLIN 0017AA	LT	530,377.00	
CLIN 0017AA	LU	\$9,100,000.00	
CLIN 0017AA	LV	\$1,957,265.00	
CLIN 0017AA	LW	\$255,567.00	
CLIN 0017AA	LX	\$68,000.00	
CLIN 0017AA	LY	\$264,135,933.26	
CLIN 0017AA	MB	\$375,000.00	
CLIN 0017AA	MC	\$2,283,481.00	
CLIN 0017AA	MD	\$8,573.00	
CLIN 0017AA	ME	\$0.00	
CLIN 0017AA	MF	\$261,492,519.00	
CLIN 0017AA	MH	\$213,390.00	
CLIN 0017AA	MJ	\$858,495.00	
CLIN 0017AA	MK	\$56,076.00	
<b>CLIN 0017AA</b>	<b>ML</b>	<b>\$116,044.00</b>	
			<b>1,509,072,309.26</b>
CLIN 0017AB	KL	118,250.00	
			118,250.00
CLIN 0017AC	BZ	190,000.00	
			190,000.00
CLIN 0017AD	KN	0.00	
CLIN 0017AD	KS	0.00	
			0.00

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CLIN 0017AE	LL	173,798.00	173,798.00
CLIN 0017AH	KT	173,798.00	<u>173,798.00</u>
CLIN 0020AA	KN	0.00	
CLIN 0020AA	KQ	26,660.00	<u>26,660.00</u>
CLIN 0021AA	KW	0.00	<u>0.00</u>
CLIN 0021AB	KV	0.00	
CLIN 0021AB	LB	0.00	
CLIN 0021AB	KX	0.00	
CLIN 0021AB	KY	0.00	<u>0.00</u>
CLIN 0021AC	KZ	0.00	
CLIN 0021AC	LA	0.00	<u>0.00</u>
CLIN 0022	KW	0.00	<u>0.00</u>
CLIN 0023	KX	60,000.00	
CLIN 0023	KY	25,000.00	
CLIN 0023	KV	65,000.00	
CLIN 0023	LB	12,500.00	
CLIN 0023	LF	10,000.00	
CLIN 0023	LR	\$125,000.00	<u>297,500.00</u>
CLIN 0024	LA	13,508.00	
CLIN 0024	LG	62,000.00	
CLIN 0024	KZ	25,000.00	
CLIN 0024	KW	20,000.00	
CLIN 0024	LP	83,200.00	<u>203,708.00</u>
CLIN 0025	LE	1,173,850.00	
CLIN 0025	LM	1,080,404.00	
CLIN 0025	MA	0.00	

002225

			<u>2,254,254.00</u>
CLIN 0026	LN	630,061.00	
			<u>630,061.00</u>
CLIN 0027	LZ	1,751,384.00	
			<u>1,751,384.00</u>
CLIN 0028	LM	329,972.00	
CLIN 0028	MA	2,982,442.00	
CLIN 0028	MG	6,262,095.00	
			<u>9,574,509.00</u>

7. In consideration of the modification agreed to herein as complete equitable adjustment for the [REDACTED] (b)(3)(A) [REDACTED] (i)&Title 10 proposal submitted via Raytheon letter JLENS-23414-11-054, dated 09 June 2011, the Contractor hereby Sec 130 (a)(b) releases the Government from any and all liability under this contract for further equitable adjustments attributable to such facts or circumstances giving rise to the proposal for adjustment.

(End of Summary of Changes)

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AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE V PAGE OF PAGES 1 5

AMENDMENT/MODIFICATION NO (b)(6) 3. EFFECTIVE DATE 18 JUL 11 4. REQUISITION/PURCHASE REQ. NO. 5. PROJECT NO. (if applicable)

6. IS... CODE W9113M 7. ADMINISTERED BY (if other than item 6) CODE S2205A DCMARAYTHEON 50 APPLE HILL DRIVE MS T2FR2 TEWKSBURY MA 01876

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) RAYTHEON COMPANY 390 LOWELL ST. ANDOVER MA 01810-4400 9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11) X 10A. MOD. OF CONTRACT/ORDER NO. DASG60-98-C-0001 10B. DATED (SEE ITEM 13) X 30-Jan-1998

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of offer is extended, is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (if required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

- A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 43.103(a)(3), Mutual Agreement
D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not, X is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCP section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: (b)(6) To revise the DD254, Contract Security Classification Specification at no additional cost to the Government.

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

15A. NAME AND TITLE OF SIGNER (Type or print) (b)(6) 15C. DATE SIGNED 15 JUL 2011 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) (b)(6) 16B. UNITED STATES OF AMERICA BY (Signature of Contracting Officer) 16C. DATE SIGNED 18 Jul 11 (b)(6)

## SECTION SF 30 BLOCK 14 CONTINUATION PAGE

## SUMMARY OF CHANGES

## SECTION J - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

The following have been modified:

<u>TITLE</u>	<u>DATE</u>	<u># OF PAGES</u>
<b>Contract Security Classification Specification (DD Form 254), Revision 13 (Added per Modification P00235)</b>	<b>14 Apr 11</b>	<b>13</b>
JLENS Software Source Code Specifically Negotiated License, 04 Sep 08 License Number JLENS-SWLA-01 (Added per Modification P00166)		8
<u>CLIN 0017:</u> JLENS System Development and Demonstration (SDD) Program Statement of Work (Revised by Incorporating CSDR Plans dated 20 Febr 2007 in Appendix C per Modification P00136)	30 Nov 06 - Revised 20 Feb 07	37
JLENS System Development and Demonstration (SDD) Program Statement of Work (Added per Modification P00187)	Revised 06 Apr 09	38
JLENS System Development and Demonstration (SDD) Program Statement of Work, Revision 2 (Added per Modification P00207)	Revised 09 Mar 10	36
		(b)(3)(A)(i)&Title 10 Sec 130 (a)(b)
Contract Data Requirements List (DD Form 1423) Exhibit A with Distribution List & Data Item Nos. B001 through B062 (Replace Data Item Nos. B026 and B027, only Per Modification P00136)	01 Dec 06	63
(Replace Data Item Nos. B048 and B049, only Per Modification P00143 & to add statement in Section A of Modification P00143)	Revised 05 Apr 07	
(Replace Data Item No. B033 only, per Modification P00161)	Revised 24 Oct 07	
	Revised 11 Jul 08	1
Contract Data Requirements List (DD Form 1423) Exhibit A, Data Item Nos. B001 and B014 (Added per Modification P00187)	Revised 07 May 09	2
Contract Data Requirements List (DD Form 1423) Exhibit A, Data Item Nos. B002 through B062 (less B014 ) (Added per Modification P00187)	Revised 20 Mar 09	60

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\*Added statement below to address weekends/Holidays: 24 October 07  
(In Mod P00143)

\*Per a mutual agreement between Raytheon and JLENS Product Office all Contract Data Requirements List (CDRL's) (DD Form 1423) are due on the next business day after the required due date if the due date falls on Saturday, Sunday or a Government Holiday. In addition, for any CDRL with a requirement to resubmit within 10 days or less after receipt of comments, where Raytheon receives the comments on a Friday, the timeframe for resubmittal will begin on the next business day. Statement added in Mod P00143 on 24 Oct. 2007.

GFE/GFP/GFS List for SDD	28 Nov 06	2
Replaced with Rev. B List	15 Oct 07	6
**Add items below	Revised 22 Oct 07	
For record-keeping purposes (Per Mod P00143)		
Replaced with Revision C List (Per Modification P00183)	09 Mar 09	12
Replaced with Revision D List (Per Modification P00207)	23 Feb 10	11

\*\*Per the [REDACTED] Raytheon is authorized rent free use on a non-interference use of the equipment listed below for utilization on JLENS Fire Control Radar Prime Contract DASG60-98-C-0001 for the period from 19 April 2007 through 30 September 2011. (b)(3)(A)  
(i)&Title 10  
Sec 130 (a)(b)

[REDACTED] (b)(3)(A)  
(i)&Title 10  
Sec 130 (a)(b)

[REDACTED] (b)(3)(A)  
(i)&Title 10  
Sec 130 (a)(b)

[REDACTED] (b)(3)(A)  
(i)&Title 10  
Sec 130 (a)(b)

Hereby added in Mod P00148 for tracking purposes:

Originated in Basic Contract:  
Government Furnished Equipment - Spiral 1 20 Jun 03 1 List  
(Spiral 1 Equipment Transferred to Government 25 Mar 07\* 34 pages  
Contract DASG60-00-C-0091, DD Form 1149 (attached) (Revised 21 Nov 07)\* 34 pages

Gov't Technical POC: [REDACTED] (b)(6)  
Ship to address:

[REDACTED] (b)(3)(A)(i)&Title  
10 Sec 130 (a)(b)

\*NOTE: Items 1-1060 transferred to Contract DASG60-00-C-0091 per revised GFE list dated 21 Nov 07. Items 1061 - 1116 GFE items retained on Contract DASG60-98-C-0001 for Spiral 2 per GFE list dated 25 Mar 07.

JLENS Performance Specification, MIS-PRF-55628, 27 Jun 08 136  
Revision A  
(Added by reference per Modification P00168)

002229

Annex A to the JLENS Performance Specification, MIS-PRF-55628, Revision A (Added by reference per Modification P00168)	27 Jun 08	10
JLENS SDD DD250 Plan (Added per Modification P00207)	11 Dec 09	5
Performance Incentive Fee Criteria/Evidence (Revised per Modification P00227)	Undated	8
Engineering Change Proposal (ECP) MI-N3893, Revision 2, CDRL B039-005b	15 Nov 10	15
Engineering Change Proposal (ECP) MI-N3894, CDRL B039-006	18 Aug 10	16
Engineering Change Proposal (ECP) MI-N3895, CDRL B039-007	28 Sep 10	50

CLINs 0023 and 00024

JLENS Simulation Support  
SOW dated 28 January 2008

28 January 2008

2 pages

(b)(3)(A)(i)&Title  
10 Sec 130 (a)(b)

Simulation Support Tasks  
(Added per Mod P00160)

CLIN 0025

JLENS Integrated Fire Control Demonstration Program  
Statement of Work, Revision 5  
(Added per Modification P00211)

14 Sep 09

3

JLENS Integrated Fire Control Demonstration Program  
Program and Technical Clarification Description,  
incorporated herein by reference  
(Added per Modification P00211)

30 Mar 10

26

Contract Data Requirements List (DD Form 1423)  
Exhibit B, Data Items Nos. B001 through B004, with  
Data Item Descriptions  
(Added per Modification P00165)

16 Oct 07

19

Contract Data Requirements List (DD Form 1423),  
CLIN 0028, Exhibit B, Data Item Nos. B001 through B006  
(Added per Modification P00211)

16 Jun 10

6

CLIN 0027

JLENS System Integration Lab (SIL)  
Equipment List  
(Added per Modification P00196)

Undated

6

Revision to System Integration Lab (SIL)

02 Aug 10

6

002230

Equipment List  
(Added per Modification P00217)

(End of Summary of Changes)

002231

**DEPARTMENT OF DEFENSE  
CONTRACT SECURITY CLASSIFICATION SPECIFICATION**

*(The requirements of the DoD Industrial Security Manual apply to all security aspects of this effort.)*

**1. CLEARANCE AND SAFEGUARDING**

a. FACILITY CLEARANCE REQUIRED (b)(7)(E)  
 b. LEVEL OF SAFEGUARDING REQUIRED (b)(7)(E)

<b>2. THIS SPECIFICATION IS FOR:</b> <i>(x and complete as applicable)</i>		<b>3. THIS SPECIFICATION IS:</b> <i>(x and complete as applicable)</i>	
<input checked="" type="checkbox"/> a. PRIME CONTRACT NUMBER <b>DASG60-98-C-0001</b>	<input type="checkbox"/> a. ORIGINAL (Complete date in all cases) DATE (YYMMDD) <b>19980113</b>	<input type="checkbox"/> b. SUBCONTRACT NUMBER	<input checked="" type="checkbox"/> b. REVISED (Supersedes all previous specs) Revision No <b>13</b> DATE (YYMMDD) <b>20110414</b>
<input type="checkbox"/> c. SOLICITATION OR OTHER NUMBER	<input type="checkbox"/> c. FINAL (Complete Item 5 in all cases) DATE (YYMMDD)	<input type="checkbox"/> DUE DATE (YYMMDD)	

**4. THIS IS A FOLLOW-ON CONTRACT?**  YES  NO. If Yes, complete the following:  
 Classified material received or generated under \_\_\_\_\_ (Preceding Contract Number) is transferred to this follow-on contract.

**5. IS THIS A FINAL DD FORM 254?**  YES  NO. If Yes, complete the following:  
 In response to the contractor's request dated \_\_\_\_\_, retention of the identified classified material is authorized for the period of \_\_\_\_\_

**6. CONTRACTOR** *(Include Commercial and Government Entity (CAGE) Code)*

a. NAME, ADDRESS, AND ZIP CODE <b>Raytheon Company Integrated Defense Systems 350 Lowell Street Andover, MA 01810-4400</b>	b. CAGE CODE <b>05716</b>	c. COGNIZANT SECURITY OFFICE (Name, Address, and Zip Code) <b>Defense Security Service Andover Field Office 1 Tech Drive, Suite 330 Andover, MA 0810-2452</b>
---	------------------------------	--

**7. SUBCONTRACTOR**

a. NAME, ADDRESS, AND ZIP CODE	b. CAGE CODE	c. COGNIZANT SECURITY OFFICE (Name, Address, and Zip Code)
--------------------------------	--------------	--

**8. ACTUAL PERFORMANCE**

a. LOCATION <b>Same as Block 6a and secondary Test Sites as directed by the JLENS Product Office</b>	b. CAGE CODE	c. COGNIZANT SECURITY OFFICE (Name, Address, and Zip Code)
---	--------------	--

**9. GENERAL IDENTIFICATION OF THIS PROCUREMENT**  
**System Development and Demonstration (SDD) for the Joint Land Attack Cruise Missile Defense Elevated Netted Sensor (JLENS) Systems Product Office.**  
(b)(7)(E) (b)(7)(E)

<b>10. THIS CONTRACT WILL REQUIRE ACCESS TO:</b>	<b>11. IN PERFORMING THIS CONTRACT, THE CONTRACTOR WILL:</b>
a. COMMUNICATIONS SECURITY (COMSEC) INFORMATION	a. HAVE ACCESS TO CLASSIFIED INFORMATION ONLY AT ANOTHER CONTRACTOR'S FACILITY OR A GOVERNMENT ACTIVITY
b. RESTRICTED DATA	b. RECEIVE CLASSIFIED DOCUMENTS ONLY
c. CRITICAL NUCLEAR WEAPON DESIGN INFORMATION	c. RECEIVE AND GENERATE CLASSIFIED MATERIAL
d. FORMERLY RESTRICTED DATA	d. FABRICATE, MODIFY, OR STORE CLASSIFIED HARDWARE
e. INTELLIGENCE INFORMATION: (1) Sensitive Compartmented Information (SCI) (2) Non-SCI	e. PERFORM SERVICES ONLY
f. SPECIAL ACCESS INFORMATION	f. HAVE ACCESS TO U.S. CLASSIFIED INFORMATION OUTSIDE THE U.S., PUERTO RICO, U.S. POSSESSIONS AND TRUST TERRITORIES
g. NATO INFORMATION	g. BE AUTHORIZED TO USE THE SERVICES OF DEFENSE TECHNICAL INFORMATION CENTER (DTIC) OR OTHER SECONDARY DISTRIBUTION CENTER
h. FOREIGN GOVERNMENT INFORMATION	h. REQUIRE A COMSEC ACCOUNT
i. RESTRICTED DISSEMINATION INFORMATION	i. HAVE TEMPEST REQUIREMENTS
j. OFFICIAL USE ONLY INFORMATION	j. HAVE OPERATIONS SECURITY (OPSEC) REQUIREMENTS
k. OTHER (Specify) SEE ITEM #13	k. BE AUTHORIZED TO USE THE DEFENSE COURIER SERVICE
	l. OTHER (Specify) <i>Require classified computer processing</i>

002232

12. PUBLIC RELEASE. Any information (classified or unclassified) pertaining to this contract shall not be released for public dissemination except as provided by the NISPD/M or unless it has been approved for public release by appropriate U.S. Government authority. Proposed public releases shall be submitted for approval prior to release.

Direct  Through (Specify):

[Redacted]

(b)(7)(E)

to the Directorate for Freedom of Information and Security Review, Office of the Assistant Secretary of Defense (Public Affairs) for review. In the case of non-DoD User Agencies, requests for disclosure shall be submitted to that agency.

13. SECURITY GUIDANCE. The security classification guidance needed for the classified effort is identified below. If any difficulty is encountered in applying the guidance or if any other contributing factor indicates a need for changes in this guidance, the contractor is authorized and encouraged to provide recommended changes, to challenge the guidance or the classification assigned to any information or material furnished or generated under this contract, and to submit any questions for interpretation of this guidance to the official identified below. Pending final decision, the information involved shall be handled and protected at the highest level of classification assigned or recommended. (Fail in as appropriate for the classified effort. Attach, or forward under separate correspondence, any documents/guides/abstracts referenced herein. Add additional pages as needed to provide complete guidance.)

Technical POC is [Redacted] and [Redacted] (b)(6)

Estimated date of completion of the contract is 30 September 2013.

See continuation pages for additional security guidance.

[Redacted]

10. reference

[Redacted]

(b)(7)(E)

11. reference

[Redacted]

11. reference  
OPSEC

[Redacted]

14. ADDITIONAL SECURITY REQUIREMENTS. Requirements, in addition to NISPD/M requirements, are established for this contract. (If Yes, identify the pertinent contractual clauses in the contract document itself, or provide any appropriate statement which identifies the additional requirements. Provide a copy of the memo made to the cognizant security office. Use Item 15 for additional space if needed.)  Yes  No

[Redacted]

(b)(7)(E)

15. INSPECTIONS. Elements of this contract are outside the inspection responsibility of the cognizant security office. (If Yes, explain and identify specific areas of concern, and the entity responsible for inspection. Use Item 15 for additional space if needed.)  Yes  No

[Redacted]

(b)(7)(E)

16. CERTIFICATION AND SIGNATURE. Security requirements stated herein are complete and adequate for safeguarding the classified information to be released or generated under this classified effort. All questions shall be referred to the official named below.

a TYPED NAME OF CERTIFYING OFFICIAL

[Redacted] (b)(6)

b TITLE

JLENS Program Security Officer

c TELEPHONE (include Area Code)

[Redacted] (b)(6)

d ADDRESS (include Zip Code)

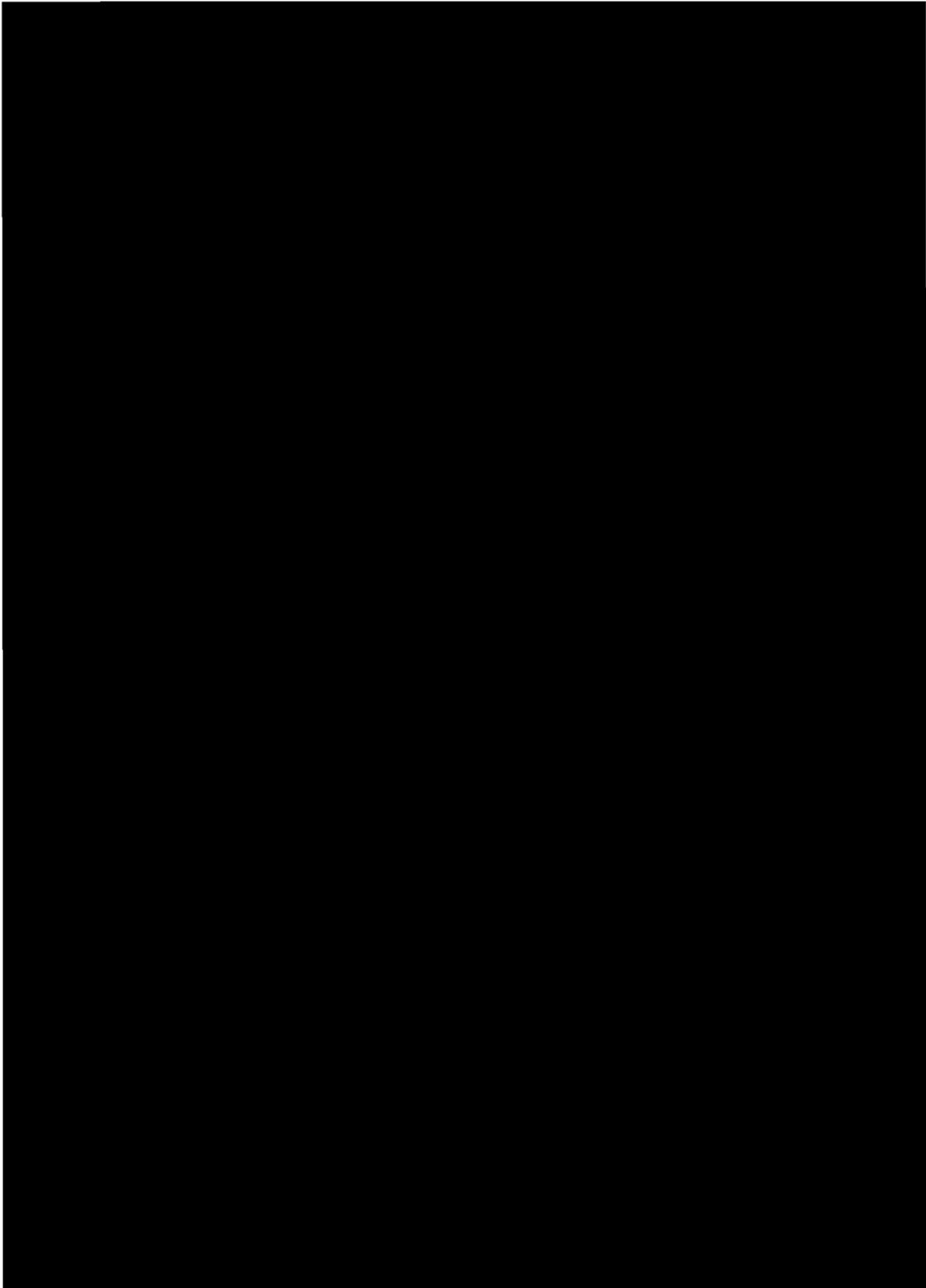
Missile Defense Systems Project Office  
3-MSLS-CMDS-JLN-SO  
J 3308, Room 8080  
Redstone Arsenal, AL 35898-5000

(b)(6)

17. REQUIRED DISTRIBUTION

- a CONTRACTOR
- b SUBCONTRACTOR
- c COGNIZANT SECURITY OFFICE FOR PRIME AND SUBCONTRACTOR
- d U.S. ACTIVITY RESPONSIBLE FOR OVERSEAS SECURITY ADMINISTRATION
- e ADMINISTRATIVE CONTRACTING OFFICER
- f OTHERS AS NECESSARY

002233



(b)(7)(E)

(b)(7)(E)

(b)(7)(E)

**FOR OFFICIAL USE ONLY**

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[REDACTED]

(b)(7)(E)

[REDACTED]

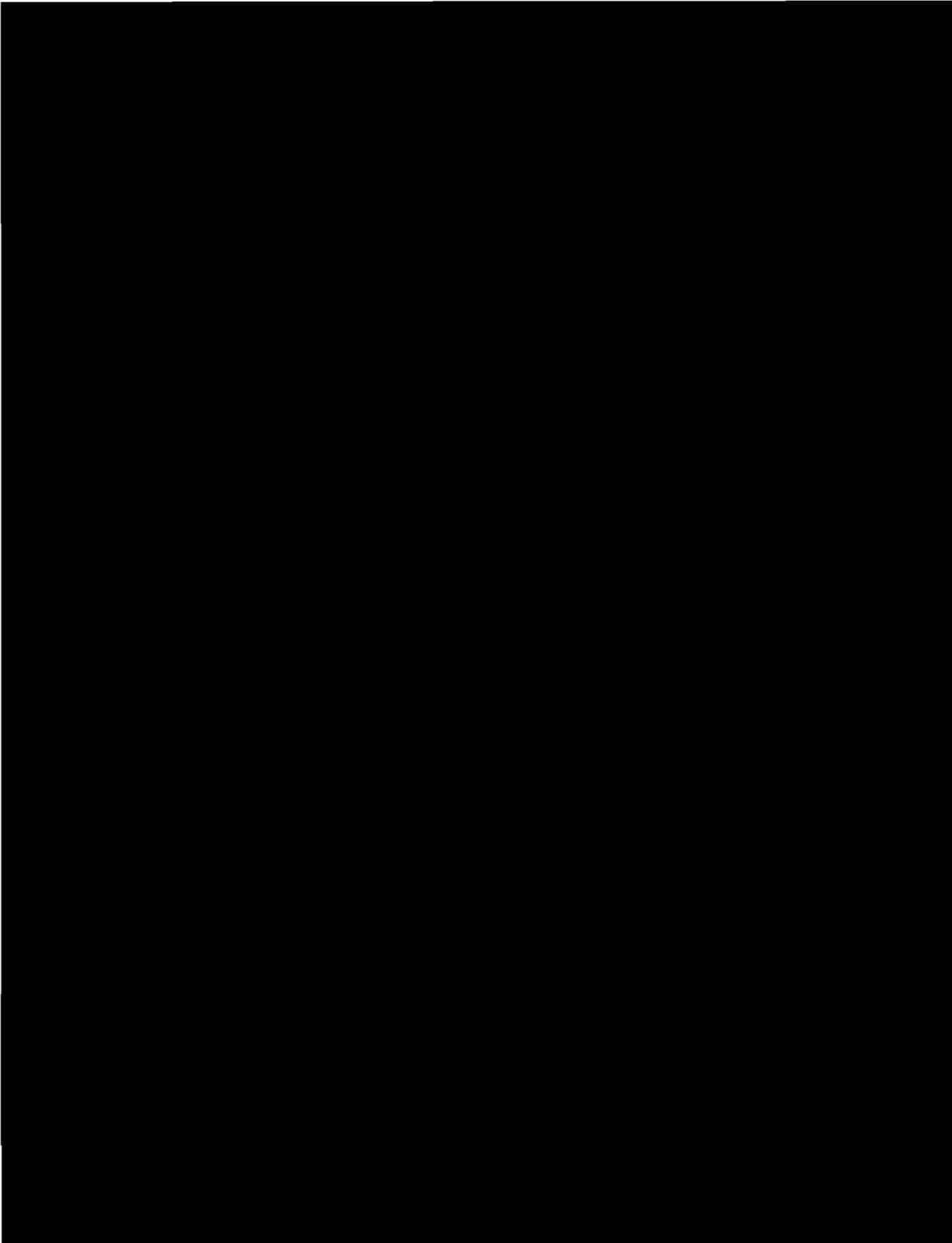
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(b)(7)(E)

[REDACTED]

(b)(7)(E)

Attachment 1

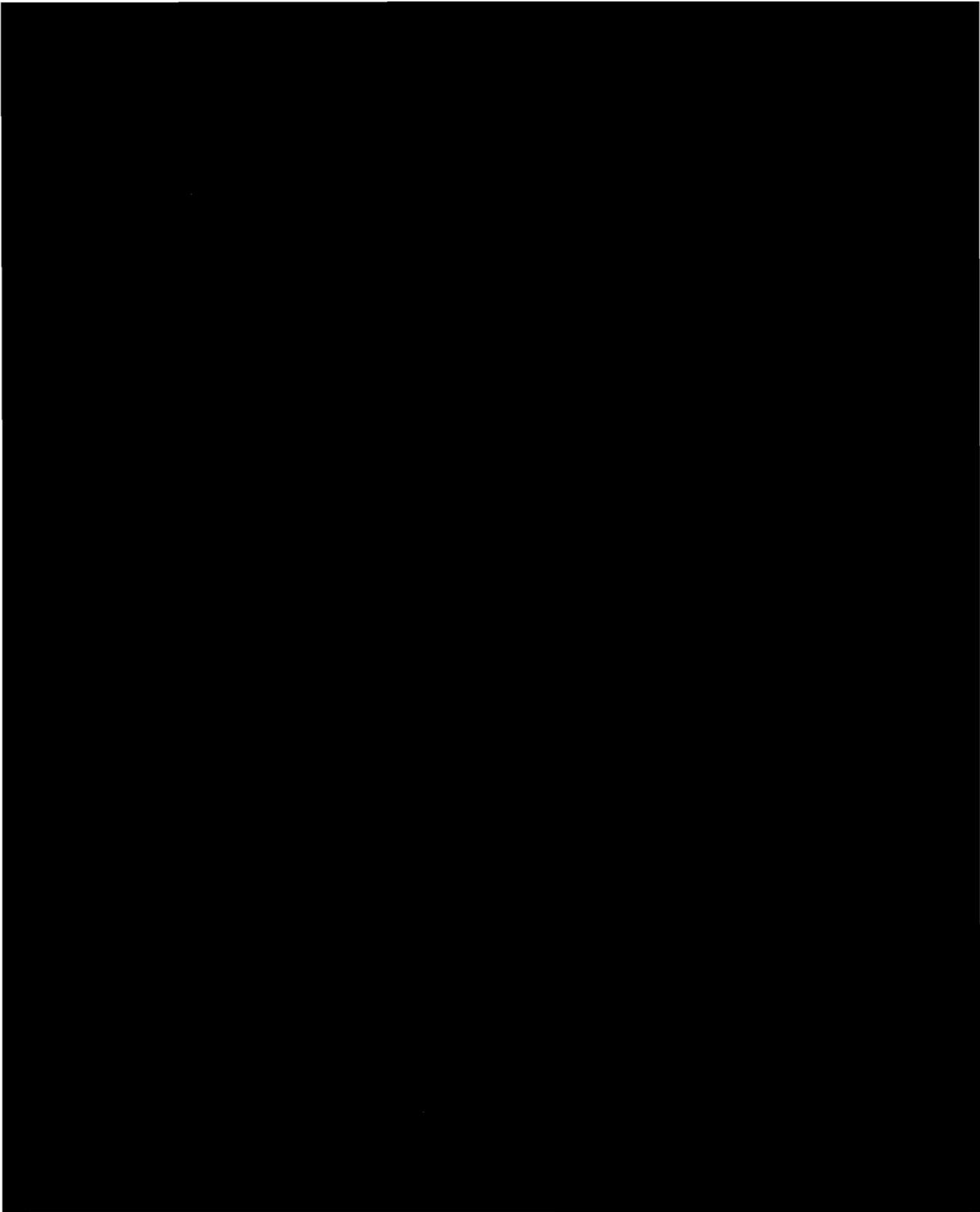


(b)(7)  
(E)

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(E)

(b)(7)  
(E)

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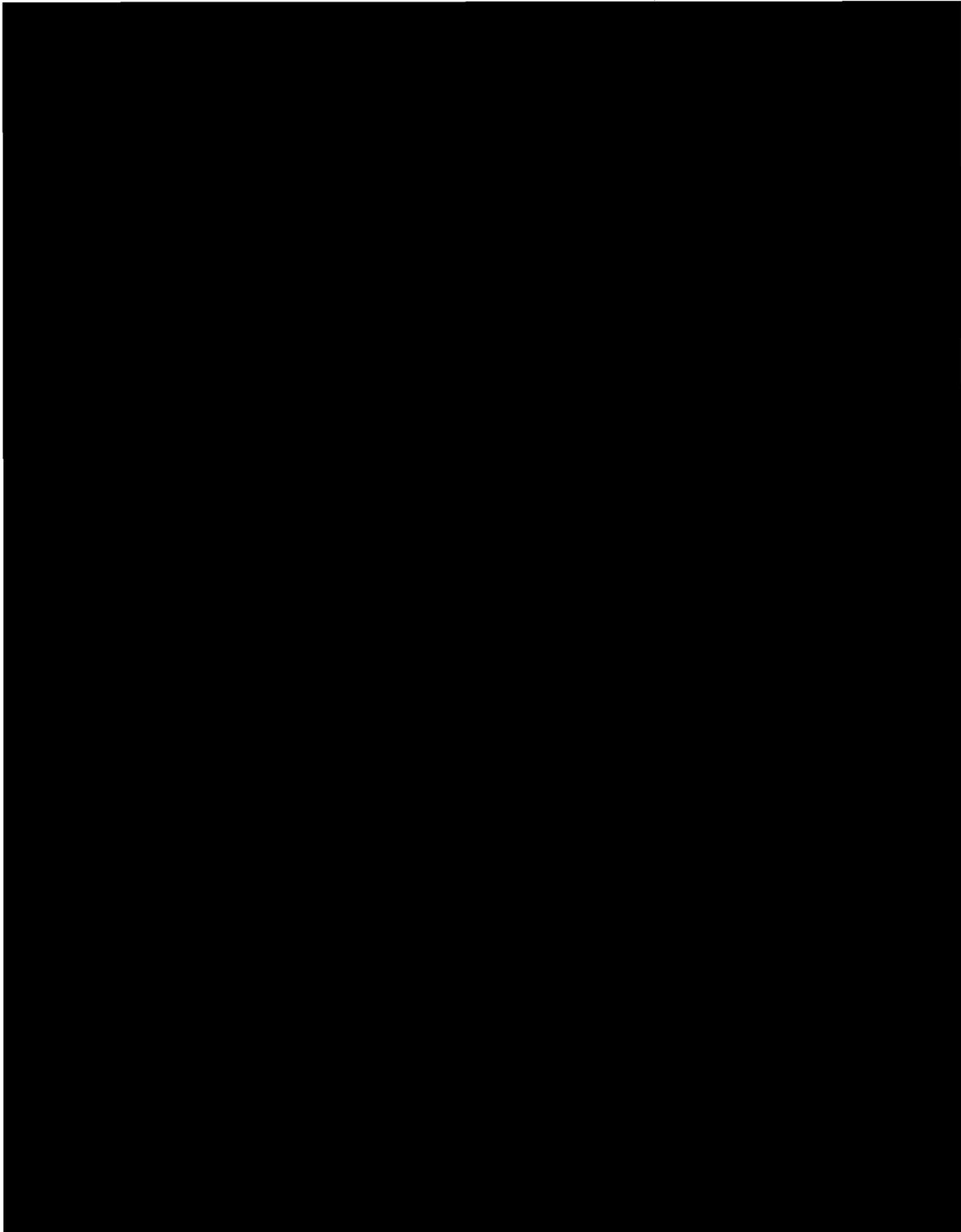


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(b)(7)  
(E)

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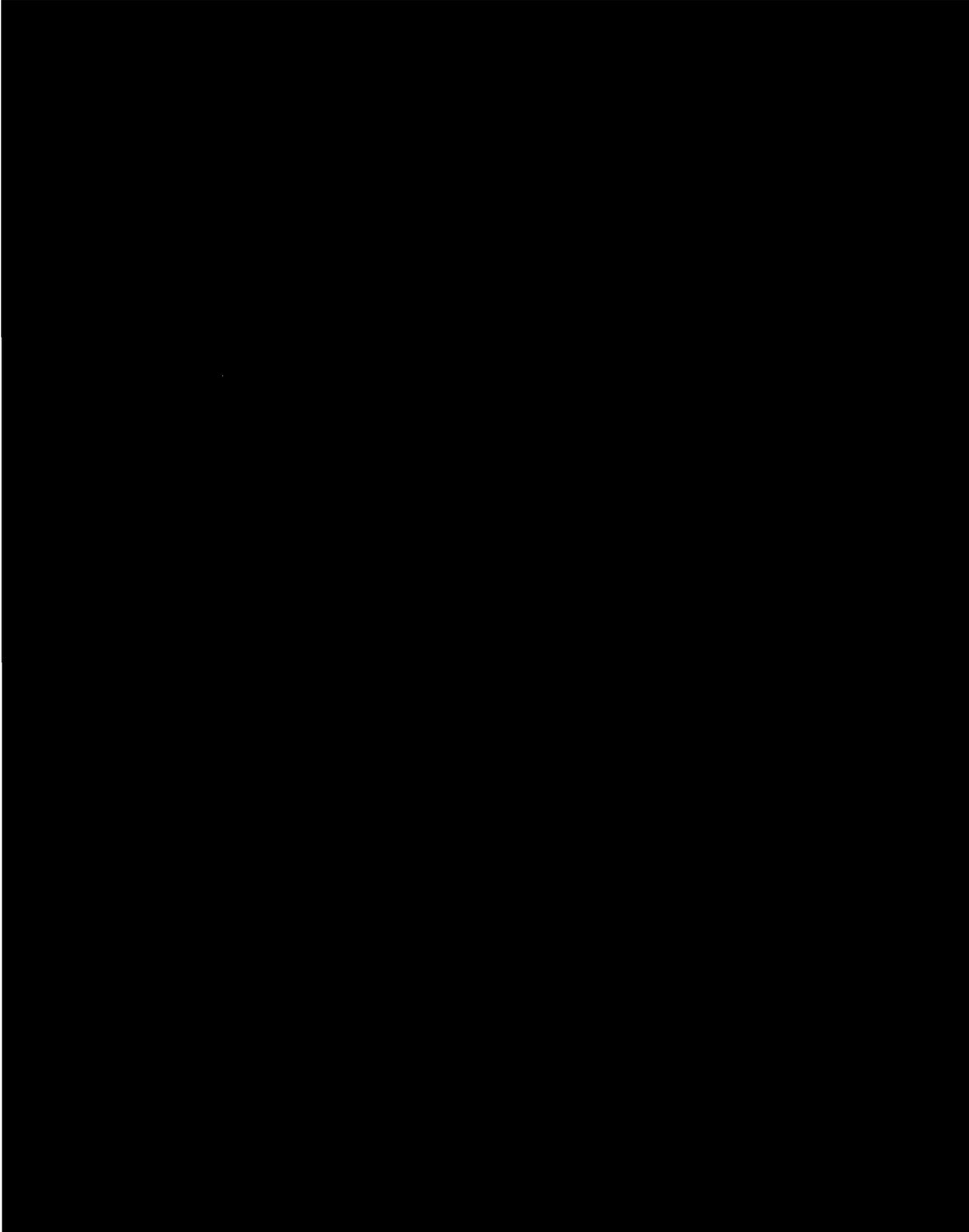
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(b)(7)(E)

**FOR OFFICIAL USE ONLY**

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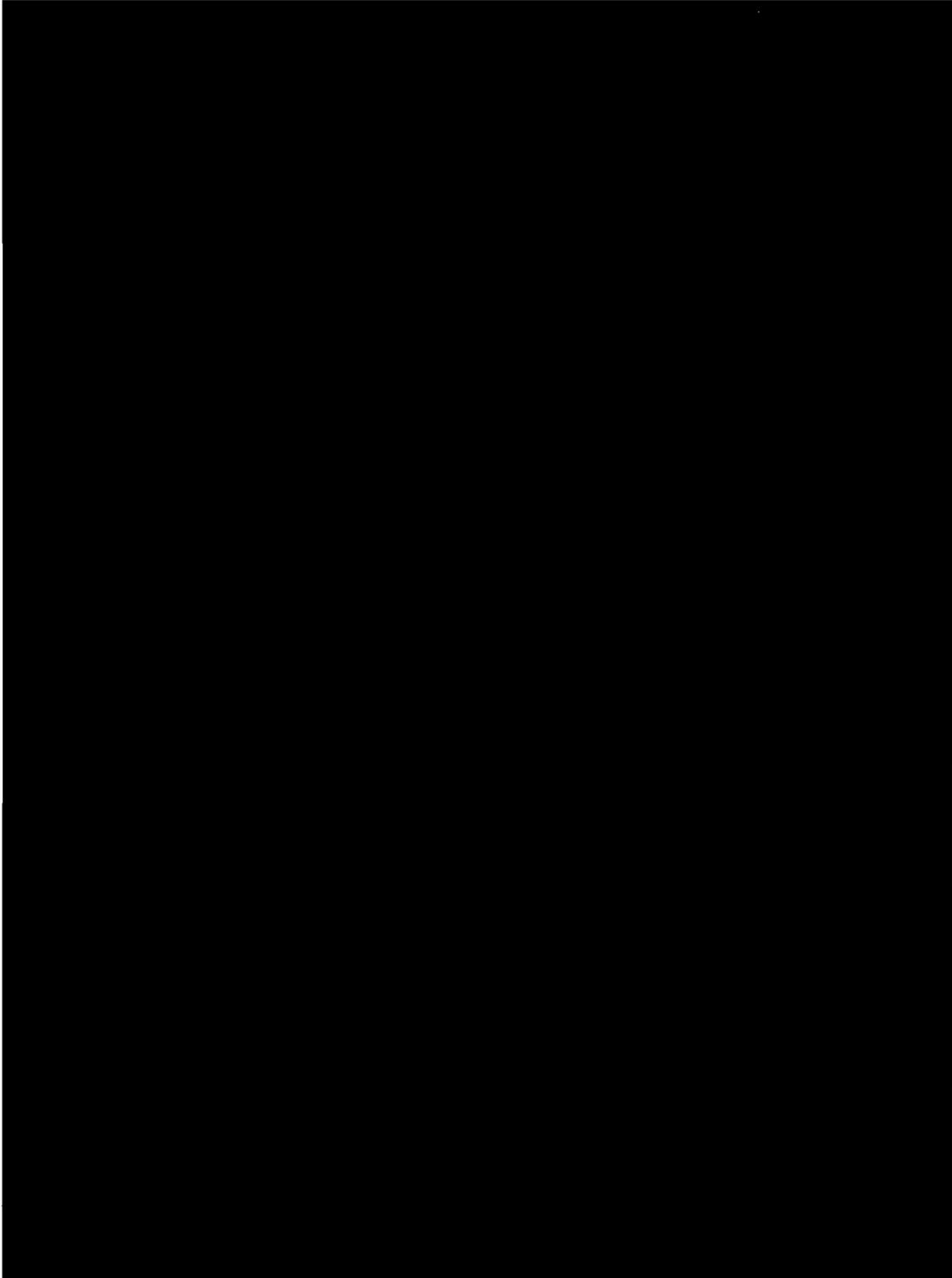
(b)  
(7)  
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(b)  
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(7)  
(E)

**FOR OFFICIAL USE ONLY**

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**FOR OFFICIAL USE ONLY**

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(b)  
(7)  
(E)

(b)  
(7)  
(E)

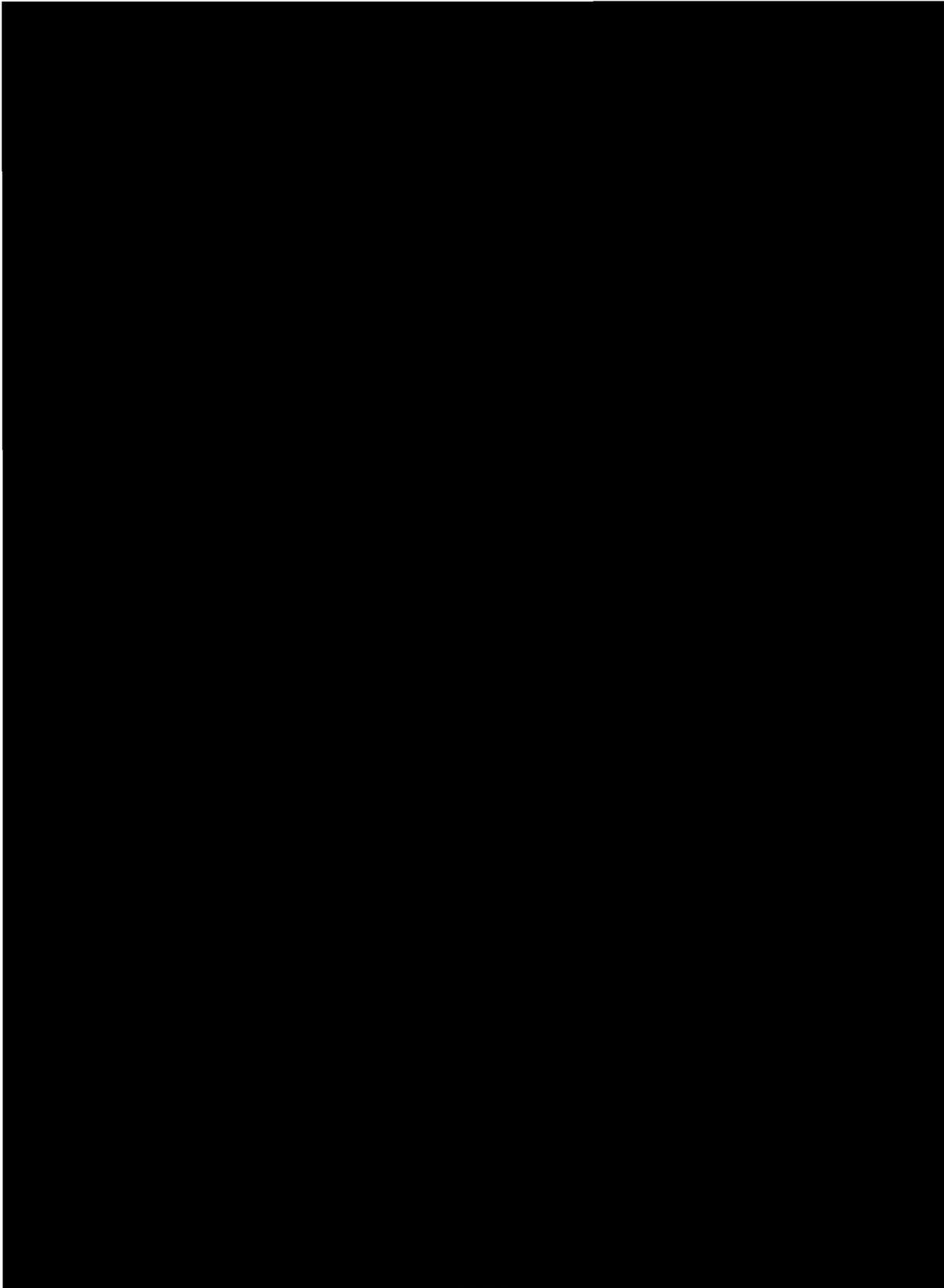
(b)  
(7)  
(E)



(b)(6)

**FOR OFFICIAL USE ONLY**

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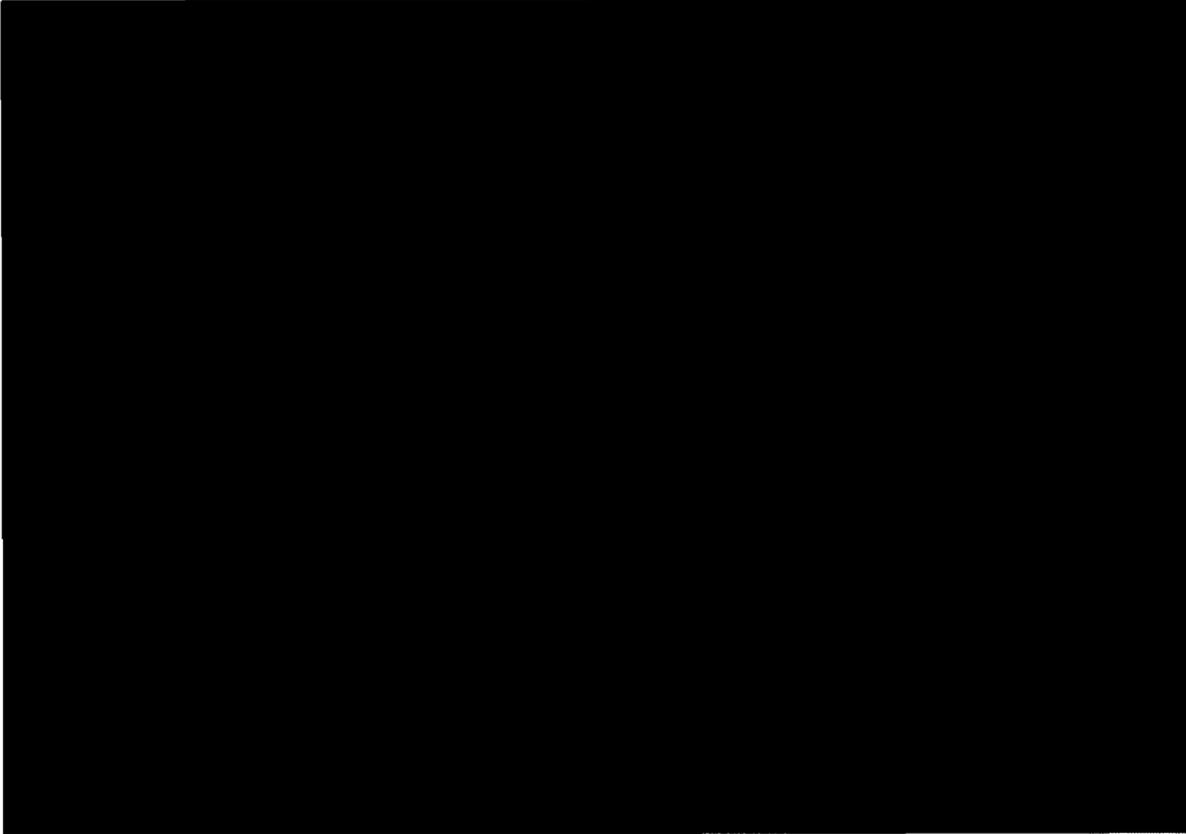
(b)(7)(E)

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(b)(7)(E)

FOR OFFICIAL USE ONLY

002243



(b)(7)(E)

(b)(7)  
(E)

(b)(7)  
(E)

**FOR OFFICIAL USE ONLY**

002244

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE	PAGE OF PAGES	
				V	1	5
AMENDMENT/MODIFICATION NO.		3 EFFECTIVE DATE	4 REQUISITION/PURCHASE REQ. NO.		5 PROJECT NO (If applicable)	
P00236		19-Jul-2011				
6 ISSUED BY		CODE	7. ADMINISTERED BY (If other than item 6)		CODE	
USASMDC/ARSTRAT SMDC-RDC PO BOX 1500 HUNTSVILLE AL 35807-3801		W9113M	DCMARAYTHEON 50 APPLE HILL DRIVE M/S T2FR2 TEWKSBURY MA 01876		S2205A	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)				9A. AMENDMENT OF SOLICITATION NO.		
RAYTHEON COMPANY 350 LOWELL ST ANDOVER MA 01810-4400						
				9B. DATED (SEE ITEM 11)		
				X 10A. MOD. OF CONTRACT/ORDER NO. DASG80-98-C-0001		
				X 10B. DATED (SEE ITEM 13) 30-Jan-1998		
CODE 05716		FACILITY CODE				
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS						
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended.						
<p>Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:</p> <p>(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.</p>						
12. ACCOUNTING AND APPROPRIATION DATA (If required)						
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.						
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.						
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).						
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:						
X D. OTHER (Specify type of modification and authority) UNILATERAL: FAR 52.243-2, Changes						
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.						
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number [REDACTED] To issue a change order in accordance with JLENS Statement of Work (SOW), dated 09 March 2010, paragraph 5.4, titled Systems Tests/Demonstrations, and JLENS System Performance Specification (MIS-PRF-55628), paragraph 3.14.5.2, titled Aerostat Retrieval Cycle, for initiation of effort related to demonstration of a persistent capability for the Surveillance System (SuS). <span style="float: right;">(b)(6)</span>						
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.						
15A. NAME AND TITLE OF SIGNER (Type or print)				15B. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)		
[REDACTED]				[REDACTED]		
B. CONTRACTOR/OFFEROR				15C. DATE SIGNED		16B. UNITED STATES OF AMERICA
[REDACTED]				[REDACTED]		[REDACTED]
(Signature of person authorized to sign)				(Signature of Contracting Officer)		16C. DATE SIGNED
						19-Jul-2011

EXCEPTION TO SF 30  
APPROVED BY OIRM 11-84

30-105-04  
002245

STANDARD FORM 30 (Rev. 10-83)  
Prescribed by GSA  
FAR (48 CFR) 53.243

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

1. SECTION A - SOLICITATION/CONTRACT FORM

The total cost of this contract was increased by \$1,618,600 from \$1,814,867,002.00 to \$1,816,485,602.00.

The following have been added by full text:

PURPOSE

To conduct a demonstration of a persistent capability for the Surveillance System (SuS) over a fourteen (14) day period (twenty-four (24) hours/day) not later than 30 September 2011.

The purpose of the demonstration is to gather data in support of meeting the Aerostat Retrieval Cycle requirement as shown in paragraph 4, Table 1, Requirement/ Verification Cross Reference Matrix, 3.14.5.2, of the JLENS System Performance Specification (MIS-PRF-55628).

The fourteen (14) day SuS Demonstration will include continuous operation of the Platform subsystem, the Radar subsystem, and the CPG subsystem in a near-tactical configuration. The SuS Demonstration will include conducting, documenting, and analyzing (1) platform flight operations, (2) radar radiation, detection, and tracking of primary mission targets, (3) control of the SuS via the CPG, and (4) communication of radar information [REDACTED]

(b)(3)(A)  
(i)&Title  
10 Sec 130  
(a)(b)

SuS Demonstration objectives will be developed by Raytheon and submitted to the JLENS Product Office (JPO) for approval thirty (30) days prior to the event. SuS Demonstration "quick look" results will be submitted to the JPO every twenty-four (24) hours during the fourteen (14) day event. A final report will encapsulate results and analysis for the SuS Demonstration events and will be delivered to the JPO thirty (30) after the fourteen (14) day SuS Demonstration completes.

2. SECTION B - SUPPLIES OR SERVICES AND PRICES

SUBCLIN 0017AA

The target cost has increased by [REDACTED] from [REDACTED] to [REDACTED]  
The target profit/fee has increased by [REDACTED] from [REDACTED] 00 to [REDACTED]  
The total cost of this line item has increased by \$1,618,600.00 from \$1,577,118,555.00 to \$1,578,737,155.00.

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

This includes an increase in target cost of [REDACTED], consisting of [REDACTED] increase in cost and [REDACTED] increase in facilities capital cost of money, and an increase in target fee of [REDACTED] which [REDACTED] of target cost less facilities capital cost of money.

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

B-17. INCENTIVE FEE FOR SUBCLIN 0017AA/CLIN 0018 (SEE H-19):

In accordance with FAR 52.216-7, entitled "Allowable Cost and Payments", and FAR 52.216-10, entitled "Incentive Fee", the total amount for reimbursement of cost and fee for performance under SubCLIN 0017AA/CLIN 0018 are set forth below:

Target Cost [REDACTED]  
Target Fee [REDACTED]  
Incentive Arrangement: Maximum Fee: [REDACTED]  
Minimum Fee: [REDACTED]

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

002246

(Share Ratio: Government/Contractor)

Underrun: [REDACTED] the amount by which the total allowable cost is less than the target cost until maximum fee is attained. (b)(4)

Overrun: [REDACTED] the amount by which the total allowable cost exceeds the target cost until minimum fee is attained. (b)(4)

FAR 52.216-10, INCENTIVE, paragraph (e)(1), is stated as follows:

(e) Fee Payable.

(1) The fee payable under this contract shall be the target fee increased by [REDACTED] cents for every dollar that the total allowable cost is less than the target cost or decreased by [REDACTED] cents for every dollar that the total allowable cost exceeds the target cost. In no event shall the fee be greater than [REDACTED] percent or less than [REDACTED] percent of the target cost. (b)(4)

B-18. TARGET COST, TARGET FEE, MINIMUM INCENTIVE FEE, MAXIMUM INCENTIVE FEE, AND INCENTIVE ARRANGEMENT FOR SUBCLIN 0017AA/CLIN 0018:

SUBCLIN 0017AA – (Two SDD JLENS Systems)

- a. Target cost: [REDACTED]
- b. Target fee: [REDACTED]
- c. Minimum incentive fee: [REDACTED]
- d. Maximum incentive fee: [REDACTED]
- e. Total target cost and target fee: **\$1,578,737,155**

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

3. SECTION G - CONTRACT ADMINISTRATION DATA

IMPLEMENTATION OF AND EXPLANATION OF THE RELATIONSHIP OF THE LIMITATION OF FUNDS (LOF) CLAUSE TO FEE OBLIGATIONS, subparagraph c., is revised to read as follows:

SUBCLIN 0017AA :

	<u>PRIOR</u>	<u>THIS MODIFICATION</u>	<u>CUMULATIVE TOTAL*</u>
(1) Amount Required for Full Funding, Including Fee:	\$1,577,118,555	\$1,618,600	\$ 1,578,737,155
(2) Amount Allotted Under the LOF Clause for Payment of Costs:	[REDACTED]	[REDACTED]	[REDACTED]
(3) Amount Separately Obligated for Payment of Fee:	[REDACTED]	[REDACTED]	[REDACTED]
(4) Total Amount Allotted and Obligated:	\$1,509,072,309.26	\$ 0	\$1,509,072,309.26
(5) Net Amount Required for Full Funding	\$ 68,046,245.74	\$1,618,600	\$ 69,664,845.74

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

\* These figures take into consideration the negotiated total value of SubCLIN 0017AA (This does not include SubCLIN 17AH)

002247

4. SECTION H – SPECIAL CONTRACT REQUIREMENTS is changed as follows:

Paragraph H-19, INCENTIVE FEE STRUCTURE AND PAYMENT FOR CLIN 0017, SYSTEM DEVELOPMENT AND DEMONSTRATION (SDD), subparagraphs a. and b., are revised as follows:

a. General.

SubCLIN 0017AA, System Development and Demonstration (SDD), is a cost-plus-incentive-fee (CPIF) Line Item with cost and schedule incentives as described below. Paragraph H-19(b) applies only to the Cost Incentive and Paragraph H-19(c) applies only to the Schedule Incentive. The contract price amount of \$1,578,737,155 includes a target cost of [REDACTED] (which includes \$ [REDACTED] of cost and [REDACTED] of facilities capital cost of money) and a target incentive fee of [REDACTED] which is [REDACTED] target cost less facilities capital cost of money.

(b)(4) (b)(5)  
(b)(5)

b. Cost Incentive.

(1) The target fee payable under SubCLIN 0017AA [REDACTED] of the target cost less facilities capital cost of money [REDACTED] amount equal to [REDACTED]

(b)(4) (b)(5)  
(b)(4) (b)(5)

(2) The maximum fee payable under SubCLIN 0017AA [REDACTED] of the target cost less facilities capital cost of money [REDACTED] an amount equal to [REDACTED]

(b)(4) (b)(5)  
(b)(4) (b)(5)

(3) The minimum fee payable under SubCLIN 0017AA [REDACTED] the target cost less facilities capital cost of money [REDACTED] an amount equal to [REDACTED]

(b)(4) (b)(5)

(4) Fee will be adjusted for actual cost that is less than or more than the target cost stated above using a share ratio of [REDACTED] Government / [REDACTED] Contractor for actual costs less than the target cost, and a ratio of [REDACTED] Government / [REDACTED] Contractor for actual costs greater than the target cost range applied according to Paragraph H-19(c)(1).

(b)(4) (b)(5)  
(b)(4) (b)(5)

(5) Nothing stated in this clause shall take precedence over the clause 52.216-10 - Incentive Fee contained in this contract.

c. Schedule and Performance Incentive.

(1) A maximum [REDACTED] "flat zone" will be established at the target cost value of [REDACTED] with the conduct of milestones below. The "flat zone" over which the contractor will earn target fee is for eligible costs from [REDACTED] to [REDACTED] once the program milestones set forth below are conducted.

(b)(4) (b)(5)  
(b)(4) (b)(5)

(a) [REDACTED] the maximum benefit of the "flat zone", earned by the conduct of the SDD System Functional Review NLT 2nd Quarter, Fiscal Year 2007. (It is hereby acknowledged by the government that Raytheon completed the requirement for this flat zone and earned the "Flat Zone" schedule incentive of [REDACTED] Final determination of incentive fee payment utilizing the "Flat Zone" amount will be made at the conclusion of the contract. Reference letter, dated 5 March 2007 from [REDACTED]

(b)(4) (b)(5)  
(b)(6)

(b) [REDACTED] % of the maximum benefit of the "flat zone", earned by the conduct of SDD Orbit Critical Design review NLT 2nd Quarter, Fiscal Year 2009. (It is hereby acknowledged by the government that Raytheon completed the requirement for this flat zone and earned the "Flat Zone" schedule incentive of [REDACTED] Final determination of incentive fee payment utilizing the "Flat Zone" amount will be made at the conclusion of the contract. Reference letter, dated 12 January 2009, from [REDACTED]

(b)(4) (b)(5)  
(b)(4) (b)(5)  
(b)(6)

(2) An additional performance incentive fee pool of [REDACTED] maximum) is established and will be awarded to the contractor for meeting performance incentives associated with System Capability Reviews (SCRs) and the Developmental Test (DT)/Limited User Test (LUT) according to the schedule below:

(b)(4) (b)(5)  
(b)(4) (b)(5)  
(b)(4) (b)(5)

002248

(a) [REDACTED] maximum) earned based on successful conduct of technical performance defined by SCR-1.

(b)(4)

(b) [REDACTED] maximum) earned based on successful conduct of technical performance defined by SCR-2.

(b)(4)

(c) [REDACTED] maximum) earned based on successful conduct of technical performance defined by SCR-3.

(b)(4)

(d) [REDACTED] maximum) earned based on successful conduct of technical performance defined by LUT.

(b)(4)

(e) The specific criteria/evidence and associated percentages related to successful completion of (a) through (d) above are defined in the Section J attachment entitled "Performance Incentive Fee Criteria/Evidence."

(f) Following completion of each milestone in (a) through (d) above, the government will determine the amount of performance incentive fee earned. If it is determined that performance incentive fee is earned, the additional contract value will be added to the total value of the contract at the time the incentive is earned.

(3) For Earned Value and cost reporting purposes, the target cost value of \$1,449,378,168 will be used.

d. Changes issued under FAR 52.243-2, Changes - Cost Reimbursement

In the event of a change issued under FAR 52.243-2, Changes - Cost Reimbursement, it is agreed that changes to the performance and schedule incentive may be considered a part of the equitable adjustment. In the event that any Options to CLIN 0017 are added and exercised, the incentive fee for cost and schedule/performance applicable to the Option will be incorporated in accordance with the incentive fee structure of this provision.

(End of Summary of Changes)

002249

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE	PAGE OF PAGES
AMENDMENT/MODIFICATION NO. <b>P00237</b>		3 EFFECTIVE DATE <b>03-Aug-2011</b>	4 REQUISITION/PURCHASE REQ NO.	<b>V</b>	<b>1   8</b>
6 ISSUED BY USASMD/ARSTRAT SMD/DC-RDC PO BOX 1500 HUNTSVILLE AL 35807-3801	CODE <b>VW9113M</b>	7 ADMINISTERED BY (If other than item 6) DCM RAYTHEON 60 APPLE HILL DRIVE M/S T2FR2 TEWKSBURY MA 01876		CODE <b>S2205A</b>	5. PROJECT NO (If applicable)
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) RAYTHEON COMPANY 360 LOWELL ST. ANDOVER MA 01810-4400				9A. AMENDMENT OF SOLICITATION NO.	
				9B. DATED (SEE ITEM 11)	
				X 10A. MOD. OF CONTRACT/ORDER NO. <b>DASG60-98-C-0001</b>	
				X 10B. DATED (SEE ITEM 13) <b>30-Jan-1998</b>	
CODE <b>05716</b>	FACILITY CODE				
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA (If required) <b>See Schedule</b>					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).					
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:					
X D. OTHER (Specify type of modification and authority) <b>UNILATERAL: FAR 52.232-22, Limitation of Funds</b>					
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: <b>(b)(6)</b> To add the line of accounting for funds in the amount of \$1,618,800 that were inadvertently omitted from SubCLIN 0017AA in Modification P00236 and to incrementally fund SubCLIN 0017AA in the amount of \$2,087,000 for submission of an update to Contract Data Requirements List (CDRL) B017, Integrated Support Plan, Sub-Plan entitled Deployment Transition Plan, as outlined in Directorate B, Contract Operations Division 2 letter, JLENS-2011-036, dated 01 July 2011.					
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.					
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)		
			<b>(b)(6)</b>		
3. CONTRACT OR/OFFEROR		15C. DATE SIGNED	16B. UNITED STATES OF AMERICA		16C. DATE SIGNED
(Signature of person authorized to sign)			<b>(b)(6)</b>		<b>(b)(6)</b>
			(Signature of Contracting Officer)		<b>03-Aug-2011</b>

EXCEPTION TO SF 30  
APPROVED BY OIRM 11-84

30-105-04

002250

STANDARD FORM 30 (Rev. 10-83)  
Prescribed by GSA  
FAR (48 CFR) 53.243

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

**SUMMARY OF CHANGES**

1. SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by \$3,705,600.00 from \$1,734,410,500.62 to \$1,738,116,100.62.

SUBCLIN 0017AA:

MM: 21 1 2040 5L 5L68 P172419E555L 255Y 4M1J741400 S01021 4M1J741400/14MJLE/4M5 was increased by \$1,618,600.00 from \$0.00 to \$1,618,600.00  
The contract ACRN MM has been added.

Target Cost, Target Fee, and Total for the above increase of \$1,618,600 is distributed as follows and includes an increase in target cost of [REDACTED] of cost and [REDACTED] of facilities capital cost of money) and an increase in target incentive fee of [REDACTED] which is [REDACTED] of target cost less facilities capital cost of money. (b)(4)

Target Cost	[REDACTED]
Target Fee	[REDACTED]
Total	\$1,618,600

MN: 21 1 2040 5L 5L68 P172419E555L 255Y 4M1J741300 S01021 4M1J741300/14MJLE/4M5 was increased by \$2,087,000.00 from \$0.00 to \$2,087,000.00  
The contract ACRN MN has been added.

Target Cost, Target Fee, and Total for the above increase of \$2,087,000 is distributed as follows and includes an increase in target cost of [REDACTED] of cost and [REDACTED] of facilities capital cost of money) and an increase in target incentive fee of [REDACTED] which is [REDACTED] of target cost less facilities capital cost of money. (b)(4)

Target Cost	[REDACTED]
Target Fee	[REDACTED]
Total	\$2,087,000

IMPLEMENTATION OF AND EXPLANATION OF THE RELATIONSHIP OF THE LIMITATION OF FUNDS (LOF) CLAUSE TO FEE OBLIGATIONS, subparagraph c., is revised to read as follows:

SUBCLIN 0017AA :

	<u>PRIOR</u>	<u>THIS MODIFICATION</u>	<u>CUMULATIVE TOTAL*</u>
(1) Amount Required for Full Funding, Including Fee:	\$1,578,737,155	\$ 0	\$ 1,578,737,155
(2) Amount Allotted Under the LOF Clause for Payment of Costs:	[REDACTED]	[REDACTED]	[REDACTED] (b)(4)
(3) Amount Separately Obligated for Payment of Fee:	[REDACTED]	[REDACTED]	[REDACTED]
(4) Total Amount Allotted and Obligated:	\$1,509,072,309.26	\$3,705,600	\$1,512,777,909.26
(5) Net Amount Required for Full Funding	\$ 69,664,845.74	(\$3,705,600)	\$ 65,959,245.74

002251

\* These figures take into consideration the negotiated total value of SubCLIN 0017AA (This does not include SubCLIN 17AH)

2. The following is an update to Modification P00234 showing a summary of funding by ACRN through Modification P00237:

<u>ACRN</u>	<u>FUNDING</u>
AA	440,100.00
AB	2,298,235.00
AC	17,832,987.00
AD	0.00
AE	7,500,000.00
AF	3,300,000.00
AG	17,192,400.00
AH	700,000.00
AJ	200,000.00
AK	85,000.00
AL	45,000.00
AM	17,045,000.00
AN	5,800.00
AP	20,779,000.00
AQ	105,000.00
AR	35,000.00
AS	0.00
AT	6,984,678.52
AU	7,970,000.00
AV	0.00
AW	100,000.00
AX	3,396,000.00
AY	550,000.00
AZ	19,412,000.00
BA	24,527,878.00
BB	146,000.00
BC	72,000.00
BD	85,000.00
BE	100,000.00
BF	100,000.00
BG	1,975,321.00
BH	38,018,908.00
BJ	7,896,673.34
BK	260,000.00
BL	0.00
BM	125,000.00
BN	103,000.00
BP	10,199,288.50
BU	350,000.00
BV	9,000.00

002252

BW	84,896,852.00
BX	1,146,000.00
BY	3,880,000.00
BZ	190,000.00
KL	118,250.00
KM	192,793,000.00
KN	0.00
KQ	92,811.00
KR	0.00
KS	0.00
KT	386,377,998.00
KU	2,203,183.00
KV	65,000.00
KW	20,000.00
KX	60,000.00
KY	25,000.00
KZ	25,000.00
LA	13,508.00
LB	12,500.00
LC	200,000.00
LD	7,943,648.00
LE	1,173,850.00
LF	10,000.00
LG	62,000.00
LH	400,000.00
LJ	7,476.00
LK	\$281,575,897.00
LL	\$173,798.00
LM	\$1,410,376.00
LN	\$630,061.00
LP	\$83,200.00
LQ	\$235,566.00
LR	\$125,000.00
LS	\$6,069,616.00
LT	\$530,377.00
LU	\$9,100,000.00
LV	\$1,957,265.00
LW	\$255,567.00
LX	\$68,000.00
LY	\$264,135,933.26
LZ	\$1,751,384.00
MA	\$2,982,442.00
MB	\$375,000.00
MC	\$2,283,481.00
MD	\$8,573.00
ME	\$0.00
MF	\$261,492,519.00
MG	\$6,262,095.00
MH	\$213,390.00
MJ	\$858,495.00

002253

MK	\$56,076.00
ML	\$116,044.00
<b>MM</b>	<b>\$1,618,600.00</b>
<b>MN</b>	<b>\$2,087,000.00</b>

3. The following is an update to Modification P00234 showing a summary of funding by CLIN by ACRN through Modification P00237:

<u>CLIN</u>	<u>ACRN</u>	<u>FUNDING AMT</u>	<u>CLIN TOTAL</u>
CLIN 0001	AA	440,100.00	
CLIN 0001	AD	0.00	
			<u>440,100.00</u>
CLIN 0003	AB	2,298,235.00	
CLIN 0003	AC	17,832,987.00	
CLIN 0003	AD	0.00	
CLIN 0003	AE	7,500,000.00	
CLIN 0003	AF	3,300,000.00	
CLIN 0003	AG	17,192,400.00	
CLIN 0003	AH	700,000.00	
CLIN 0003	AM	17,045,000.00	
CLIN 0003	AN	5,800.00	
CLIN 0003	AP	20,779,000.00	
CLIN 0003	AS	0.00	
CLIN 0003	AT	6,984,678.52	
CLIN 0003	AW	100,000.00	
CLIN 0003	AY	550,000.00	
			<u>94,288,100.52</u>
CLIN 0005	BA	24,527,878.00	
CLIN 0005	BB	146,000.00	
CLIN 0005	BC	72,000.00	
CLIN 0005	BD	85,000.00	
CLIN 0005	BE	100,000.00	
CLIN 0005	BF	100,000.00	
CLIN 0005	BG	1,975,321.00	
CLIN 0005	BH	38,018,908.00	
CLIN 0005	BL	0.00	
CLIN 0005	BZ	0.00	
			<u>65,025,107.00</u>
CLIN 0007AA	BP	10,199,288.50	
			<u>10,199,288.50</u>
CLIN 0009AA	AQ	45,106.00	
CLIN 0009AA	AV	0.00	
CLIN 0009AA	BK	256,545.00	

002254

CLIN 0009AA	BM	125,000.00	
CLIN 0009AA	BN	21,315.00	
			<u>447,966.00</u>
CLIN 0009AB	AJ	200,000.00	
CLIN 0009AB	AK	85,000.00	
CLIN 0009AB	AL	45,000.00	
CLIN 0009AB	AQ	59,894.00	
CLIN 0009AB	AR	35,000.00	
CLIN 0009AB	BK	3,455.00	
CLIN 0009AB	BN	81,685.00	
CLIN 0009AB	BU	350,000.00	
CLIN 0009AB	BV	9,000.00	
			<u>869,034.00</u>
CLIN 0013	AU	7,970,000.00	
CLIN 0013	AX	3,396,000.00	
CLIN 0013	AY	0.00	
CLIN 0013	AZ	19,412,000.00	
CLIN 0013	BJ	7,896,673.34	
			<u>38,674,673.34</u>
CLIN 0017	BW	0.00	
CLIN 0017	KM	0.00	
			<u>0.00</u>
CLIN 0017AA	BY	3,880,000.00	
CLIN 0017AA	BX	1,146,000.00	
CLIN 0017AA	BW	84,896,852.00	
CLIN 0017AA	BZ	0.00	
CLIN 0017AA	KM	192,793,000.00	
CLIN 0017AA	KN	0.00	
CLIN 0017AA	KQ	66,151.00	
CLIN 0017AA	KS	0.00	
CLIN 0017AA	KT	386,204,200.00	
CLIN 0017AA	KU	2,203,183.00	
CLIN 0017AA	KY	0.00	
CLIN 0017AA	LC	200,000.00	
CLIN 0017AA	LD	7,943,648.00	
CLIN 0017AA	LE	0.00	
CLIN 0017AA	LH	400,000.00	
CLIN 0017AA	LJ	7,476.00	
CLIN 0017AA	LK	281,575,897.00	
CLIN 0017AA	LQ	235,566.00	
CLIN 0017AA	LS	6,069,616.00	
CLIN 0017AA	LT	530,377.00	
CLIN 0017AA	LU	\$9,100,000.00	
CLIN 0017AA	LV	\$1,957,265.00	

002255

CLIN 0017AA	LW	\$255,567.00	
CLIN 0017AA	LX	\$68,000.00	
CLIN 0017AA	LY	\$264,135,933.26	
CLIN 0017AA	MB	\$375,000.00	
CLIN 0017AA	MC	\$2,283,481.00	
CLIN 0017AA	MD	\$8,573.00	
CLIN 0017AA	ME	\$0.00	
CLIN 0017AA	MF	\$261,492,519.00	
CLIN 0017AA	MH	\$213,390.00	
CLIN 0017AA	MJ	\$858,495.00	
CLIN 0017AA	MK	\$56,076.00	
CLIN 0017AA	ML	\$116,044.00	
CLIN 0017AA	MM	\$1,618,600.00	
CLIN 0017AA	MN	\$2,087,000.00	
			<u>1,512,777,909.26</u>
CLIN 0017AB	KL	118,250.00	
			<u>118,250.00</u>
CLIN 0017AC	BZ	190,000.00	
			<u>190,000.00</u>
CLIN 0017AD	KN	0.00	
CLIN 0017AD	KS	0.00	
			<u>0.00</u>
CLIN 0017AE	LL	173,798.00	
			173,798.00
CLIN 0017AH	KT	173,798.00	
			<u>173,798.00</u>
CLIN 0020AA	KN	0.00	
CLIN 0020AA	KQ	26,660.00	
			<u>26,660.00</u>
CLIN 0021AA	KW	0.00	
			<u>0.00</u>
CLIN 0021AB	KV	0.00	
CLIN 0021AB	LB	0.00	

002256

CLIN 0021AB	KX	0.00	
CLIN 0021AB	KY	0.00	
			<u>0.00</u>
CLIN 0021AC	KZ	0.00	
CLIN 0021AC	LA	0.00	
			<u>0.00</u>
CLIN 0022	KW	0.00	
			<u>0.00</u>
CLIN 0023	KX	60,000.00	
CLIN 0023	KY	25,000.00	
CLIN 0023	KV	65,000.00	
CLIN 0023	LB	12,500.00	
CLIN 0023	LF	10,000.00	
CLIN 0023	LR	\$125,000.00	
			<u>297,500.00</u>
CLIN 0024	LA	13,508.00	
CLIN 0024	LG	62,000.00	
CLIN 0024	KZ	25,000.00	
CLIN 0024	KW	20,000.00	
CLIN 0024	LP	83,200.00	
			<u>203,708.00</u>
CLIN 0025	LE	1,173,850.00	
CLIN 0025	LM	1,080,404.00	
CLIN 0025	MA	0.00	
			<u>2,254,254.00</u>
CLIN 0026	LN	630,061.00	
			<u>630,061.00</u>
CLIN 0027	LZ	1,751,384.00	
			<u>1,751,384.00</u>
CLIN 0028	LM	329,972.00	
CLIN 0028	MA	2,982,442.00	
CLIN 0028	MG	6,262,095.00	
			<u>9,574,509.00</u>

(End of Summary of Changes)

002257

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE	PAGE OF PAGES	
				V	1	8
2. AMENDMENT/MODIFICATION NO.		3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If applicable)	
P00238		29-Aug-2011				
6. ISSUED BY		CODE	7. ADMINISTERED BY (If other than item 6)		CODE	
USASMOC/ARSTRAT SMDC-RDC PO BOX 1500 HUNTSVILLE AL 35807-3801		W9113M	DCMA RAYTHEON 50 APPLE HILL DRIVE M/S T2FR2 TEWKSBURY MA 01876		S2205A	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)				9A. AMENDMENT OF SOLICITATION NO.		
RAYTHEON COMPANY 350 LOWELL ST ANDOVER MA 01810-4400						
				9B. DATED (SEE ITEM 11)		
				X 10A. MOD. OF CONTRACT/ORDER NO. DASG60-98-C-0001		
				X 10B. DATED (SEE ITEM 13) 30-Jan-1998		
CODE 05716		FACILITY CODE				
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS						
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended.						
<p>Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:</p> <p>(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.</p>						
12. ACCOUNTING AND APPROPRIATION DATA (If required)						
See Schedule						
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.						
THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.						
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).						
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:						
X D. OTHER (Specify type of modification and authority) UNILATERAL: FAR 52.232-22, "Limitation of Funds"						
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.						
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)						
Modification Control Number: [REDACTED] (b)(6)						
To increase incremental funding for SubCLIN 0017AA in the amount of \$7,000,000. (b)(6)						
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.						
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)			
[REDACTED]			[REDACTED] (b)(6)			
CONTRACTOR/OFFEROR		15C. DATE SIGNED	16B. UNITED STATES OF AMERICA		16C. DATE SIGNED	
[REDACTED]			[REDACTED]		29-Aug-2011 (b)(6)	
(Signature of person authorized to sign)			(Signature of Contracting Officer)		(b)(6)	

EXCEPTION TO SF 30  
APPROVED BY OIRM 11-84

30-105-04

002258

STANDARD FORM 30 (Rev. 10-83)  
Prescribed by GSA  
FAR (48 CFR) 53.243

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

**SUMMARY OF CHANGES**

1. SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by \$7,000,000.00 from \$1,738,116,100.62 to \$1,745,116,100.62.

SUBCLIN 0017AA:

MF: 21 1 2040 5L 5L68 P172419E555L 255Y 4M1J730000 S01021 4M1J730000/14MJLE/4M5 was increased by \$7,000,000.00 from \$261,492,519.00 to \$268,492,519.00

Target Cost, Target Fee, and Total for the above increase of \$7,000,000 is distributed as follows and includes an increase in target cost of [REDACTED] of cost and [REDACTED] of facilities capital cost of money) and an increase in target incentive fee of [REDACTED] which is [REDACTED] of target cost less facilities capital cost of money. (b)(4)

Target Cost	[REDACTED]
Target Fee	[REDACTED]
Total	\$7,000,000

IMPLEMENTATION OF AND EXPLANATION OF THE RELATIONSHIP OF THE LIMITATION OF FUNDS (LOF) CLAUSE TO FEE OBLIGATIONS, subparagraph c., is revised to read as follows:

SUBCLIN 0017AA :

	<u>PRIOR</u>	<u>THIS MODIFICATION</u>	<u>CUMULATIVE TOTAL*</u>
(1) Amount Required for Full Funding, Including Fee:	\$1,578,737,155	\$ 0	\$ 1,578,737,155 (b)(4)
(2) Amount Allotted Under the LOF Clause for Payment of Costs:	[REDACTED]	[REDACTED]	[REDACTED]
(3) Amount Separately Obligated for Payment of Fee:	[REDACTED]	[REDACTED]	[REDACTED] (b)(4)
(4) Total Amount Allotted and Obligated:	\$1,512,777,909.26	\$7,000,000	\$1,519,777,909.26
(5) Net Amount Required for Full Funding	\$ 65,959,245.74	(\$7,000,000)	\$ 58,959,245.74

\* These figures take into consideration the negotiated total value of SubCLIN 0017AA (This does not include SubCLIN 17AH)

2. The following is an update to Modification P00234 showing a summary of funding by ACRN through Modification P00237:

<u>ACRN</u>	<u>FUNDING</u>
AA	440,100.00
AB	2,298,235.00

002259

AC	17,832,987.00
AD	0.00
AE	7,500,000.00
AF	3,300,000.00
AG	17,192,400.00
AH	700,000.00
AJ	200,000.00
AK	85,000.00
AL	45,000.00
AM	17,045,000.00
AN	5,800.00
AP	20,779,000.00
AQ	105,000.00
AR	35,000.00
AS	0.00
AT	6,984,678.52
AU	7,970,000.00
AV	0.00
AW	100,000.00
AX	3,396,000.00
AY	550,000.00
AZ	19,412,000.00
BA	24,527,878.00
BB	146,000.00
BC	72,000.00
BD	85,000.00
BE	100,000.00
BF	100,000.00
BG	1,975,321.00
BH	38,018,908.00
BJ	7,896,673.34
BK	260,000.00
BL	0.00
BM	125,000.00
BN	103,000.00
BP	10,199,288.50
BU	350,000.00
BV	9,000.00
BW	84,896,852.00
BX	1,146,000.00
BY	3,880,000.00
BZ	190,000.00
KL	118,250.00
KM	192,793,000.00
KN	0.00
KQ	92,811.00
KR	0.00
KS	0.00
KT	386,377,998.00
KU	2,203,183.00

002260

KV	65,000.00
KW	20,000.00
KX	60,000.00
KY	25,000.00
KZ	25,000.00
LA	13,508.00
LB	12,500.00
LC	200,000.00
LD	7,943,648.00
LE	1,173,850.00
LF	10,000.00
LG	62,000.00
LH	400,000.00
LJ	7,476.00
LK	\$281,575,897.00
LL	\$173,798.00
LM	\$1,410,376.00
LN	\$630,061.00
LP	\$83,200.00
LQ	\$235,566.00
LR	\$125,000.00
LS	\$6,069,616.00
LT	\$530,377.00
LU	\$9,100,000.00
LV	\$1,957,265.00
LW	\$255,567.00
LX	\$68,000.00
LY	\$264,135,933.26
LZ	\$1,751,384.00
MA	\$2,982,442.00
MB	\$375,000.00
MC	\$2,283,481.00
MD	\$8,573.00
ME	\$0.00
MF	\$268,492,519.00
MG	\$6,262,095.00
MH	\$213,390.00
MJ	\$858,495.00
MK	\$56,076.00
ML	\$116,044.00
MM	\$1,618,600.00
MN	\$2,087,000.00

3. The following is an update to Modification P00234 showing a summary of funding by CLIN by ACRN through Modification P00237:

<u>CLIN</u>	<u>ACRN</u>	<u>FUNDING AMT</u>	<u>CLIN TOTAL</u>
CLIN 0001	AA	440,100.00	
CLIN 0001	AD	0.00	

002261

		<u>440,100.00</u>
CLIN 0003	AB	2,298,235.00
CLIN 0003	AC	17,832,987.00
CLIN 0003	AD	0.00
CLIN 0003	AE	7,500,000.00
CLIN 0003	AF	3,300,000.00
CLIN 0003	AG	17,192,400.00
CLIN 0003	AH	700,000.00
CLIN 0003	AM	17,045,000.00
CLIN 0003	AN	5,800.00
CLIN 0003	AP	20,779,000.00
CLIN 0003	AS	0.00
CLIN 0003	AT	6,984,678.52
CLIN 0003	AW	100,000.00
CLIN 0003	AY	550,000.00
		<u>94,288,100.52</u>
CLIN 0005	BA	24,527,878.00
CLIN 0005	BB	146,000.00
CLIN 0005	BC	72,000.00
CLIN 0005	BD	85,000.00
CLIN 0005	BE	100,000.00
CLIN 0005	BF	100,000.00
CLIN 0005	BG	1,975,321.00
CLIN 0005	BH	38,018,908.00
CLIN 0005	BL	0.00
CLIN 0005	BZ	0.00
		<u>65,025,107.00</u>
CLIN 0007AA	BP	10,199,288.50
		<u>10,199,288.50</u>
CLIN 0009AA	AQ	45,106.00
CLIN 0009AA	AV	0.00
CLIN 0009AA	BK	256,545.00
CLIN 0009AA	BM	125,000.00
CLIN 0009AA	BN	21,315.00
		<u>447,966.00</u>
CLIN 0009AB	AJ	200,000.00
CLIN 0009AB	AK	85,000.00
CLIN 0009AB	AL	45,000.00
CLIN 0009AB	AQ	59,894.00
CLIN 0009AB	AR	35,000.00
CLIN 0009AB	BK	3,455.00
CLIN 0009AB	BN	81,685.00

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CLIN 0009AB	BU	350,000.00	
CLIN 0009AB	BV	9,000.00	
			<u>869,034.00</u>
CLIN 0013	AU	7,970,000.00	
CLIN 0013	AX	3,396,000.00	
CLIN 0013	AY	0.00	
CLIN 0013	AZ	19,412,000.00	
CLIN 0013	BJ	7,896,673.34	
			<u>38,674,673.34</u>
CLIN 0017	BW	0.00	
CLIN 0017	KM	0.00	
			<u>0.00</u>
CLIN 0017AA	BY	3,880,000.00	
CLIN 0017AA	BX	1,146,000.00	
CLIN 0017AA	BW	84,896,852.00	
CLIN 0017AA	BZ	0.00	
CLIN 0017AA	KM	192,793,000.00	
CLIN 0017AA	KN	0.00	
CLIN 0017AA	KQ	66,151.00	
CLIN 0017AA	KS	0.00	
CLIN 0017AA	KT	386,204,200.00	
CLIN 0017AA	KU	2,203,183.00	
CLIN 0017AA	KY	0.00	
CLIN 0017AA	LC	200,000.00	
CLIN 0017AA	LD	7,943,648.00	
CLIN 0017AA	LE	0.00	
CLIN 0017AA	LH	400,000.00	
CLIN 0017AA	LJ	7,476.00	
CLIN 0017AA	LK	281,575,897.00	
CLIN 0017AA	LQ	235,566.00	
CLIN 0017AA	LS	6,069,616.00	
CLIN 0017AA	LT	530,377.00	
CLIN 0017AA	LU	\$9,100,000.00	
CLIN 0017AA	LV	\$1,957,265.00	
CLIN 0017AA	LW	\$255,567.00	
CLIN 0017AA	LX	\$68,000.00	
CLIN 0017AA	LY	\$264,135,933.26	
CLIN 0017AA	MB	\$375,000.00	
CLIN 0017AA	MC	\$2,283,481.00	
CLIN 0017AA	MD	\$8,573.00	
CLIN 0017AA	ME	\$0.00	
CLIN 0017AA	MF	\$268,492,519.00	
CLIN 0017AA	MH	\$213,390.00	

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CLIN 0017AA	MJ	\$858,495.00	
CLIN 0017AA	MK	\$56,076.00	
CLIN 0017AA	ML	\$116,044.00	
CLIN 0017AA	MM	\$1,618,600.00	
CLIN 0017AA	MN	\$2,087,000.00	
			<u>1,519,777,909.26</u>
CLIN 0017AB	KL	118,250.00	
			<u>118,250.00</u>
CLIN 0017AC	BZ	190,000.00	
			<u>190,000.00</u>
CLIN 0017AD	KN	0.00	
CLIN 0017AD	KS	0.00	
			<u>0.00</u>
CLIN 0017AE	LL	173,798.00	
			173,798.00
CLIN 0017AH	KT	173,798.00	
			<u>173,798.00</u>
CLIN 0020AA	KN	0.00	
CLIN 0020AA	KQ	26,660.00	
			<u>26,660.00</u>
CLIN 0021AA	KW	0.00	
			<u>0.00</u>
CLIN 0021AB	KV	0.00	
CLIN 0021AB	LB	0.00	
CLIN 0021AB	KX	0.00	
CLIN 0021AB	KY	0.00	
			<u>0.00</u>
CLIN 0021AC	KZ	0.00	
CLIN 0021AC	LA	0.00	
			<u>0.00</u>
CLIN 0022	KW	0.00	
			<u>0.00</u>

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CLIN 0023	KX	60,000.00	
CLIN 0023	KY	25,000.00	
CLIN 0023	KV	65,000.00	
CLIN 0023	LB	12,500.00	
CLIN 0023	LF	10,000.00	
CLIN 0023	LR	\$125,000.00	
			<u>297,500.00</u>
CLIN 0024	LA	13,508.00	
CLIN 0024	LG	62,000.00	
CLIN 0024	KZ	25,000.00	
CLIN 0024	KW	20,000.00	
CLIN 0024	LP	83,200.00	
			<u>203,708.00</u>
CLIN 0025	LE	1,173,850.00	
CLIN 0025	LM	1,080,404.00	
CLIN 0025	MA	0.00	
			<u>2,254,254.00</u>
CLIN 0026	LN	630,061.00	
			<u>630,061.00</u>
CLIN 0027	LZ	1,751,384.00	
			<u>1,751,384.00</u>
CLIN 0028	LM	329,972.00	
CLIN 0028	MA	2,982,442.00	
CLIN 0028	MG	6,262,095.00	
			<u>9,574,509.00</u>

(End of Summary of Changes)

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AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1 CONTRACT ID CODE	PAGE OF PAGES
				V	1   15
AMENDMENT/MODIFICATION NO.	3 EFFECTIVE DATE	4 REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO (If applicable)	
00239	14-Sep-2011				
6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than item 6)		CODE	
USASMDC/ARSTRAT SMDC-RDC PO BOX 1500 HUNTSVILLE AL 35807-3601	WS113M	DCMA RAYTHEON 50 APPLE HILL DRIVE M/S T2FR2 TEWKSBURY MA 01876		S2205A	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)				9A. AMENDMENT OF SOLICITATION NO.	
RAYTHEON COMPANY 350 LOWELL ST. ANDOVER MA 01810-4400					
				9B. DATED (SEE ITEM 11)	
				X 10A. MOD. OF CONTRACT/ORDER NO. DASC60-98-C-0001	
				X 10B. DATED (SEE ITEM 13) 30-Jan-1998	
CODE	05716	FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA (If required)					
See Schedule					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).					
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:					
X D. OTHER (Specify type of modification and authority) UNILATERAL: FAR 52.243-2, Changes					
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)					
Modification Control Number: [REDACTED] (b)(6)					
To issue a change order to delete Paragraph 3.12.4, System Capability Reviews, from the System Development and Demonstration (SDD) Program Statement of Work, SW-JLENS-SDD-2006. (b)(6)					
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.					
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)		
[REDACTED]			[REDACTED] (b)(6)		
15. CONTRACTOR/OFFEROR		15C. DATE SIGNED	16B. UNITED STATES OF AMERICA		16C. DATE SIGNED
[REDACTED]		[REDACTED]	[REDACTED]		[REDACTED] (b)(6)
(Signature of person authorized to sign)			(Signature of Contracting Officer)		14-Sep-2011 (b)(6)

EXCEPTION TO SF 30  
APPROVED BY OIRM 11-84

30-105-04

STANDARD FORM 30 (Rev. 10-83)  
Prescribed by GSA  
FAR (48 CFR) 53.243

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SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

1. SECTION A - SOLICITATION/CONTRACT FORM

The total cost of this contract was decreased by \$3,683,584.00 from \$1,816,485,602.00 to \$1,812,802,018.00.

2. SECTION B - SUPPLIES OR SERVICES AND PRICES

SUBCLIN 0017AA

The target cost has decreased by [redacted] from [redacted] to [redacted]

(b)(4)

The target profit/fee has decreased by [redacted] from [redacted] to [redacted]

The total cost of this line item has decreased by \$3,683,584.00 from \$1,578,737,155.00 to \$1,575,053,571.00.

(b)(4)

This includes a decrease in target cost of [redacted] consisting of a [redacted] decrease in cost and [redacted] decrease in facilities capital cost of money, and a decrease in target fee of [redacted] which is [redacted] of target cost less facilities capital cost of money.

B-17. INCENTIVE FEE FOR SUBCLIN 0017AA/CLIN 0018 (SEE H-19):

In accordance with FAR 52.216-7, entitled "Allowable Cost and Payments", and FAR 52.216-10, entitled "Incentive Fee", the total amount for reimbursement of cost and fee for performance under SubCLIN 0017AA/CLIN 0018 are set forth below:

Target Cost [redacted]  
Target Fee [redacted]

(b)(4)

Incentive Arrangement: Maximum Fee: [redacted]  
Minimum Fee: [redacted]

(b)(4)

(Share Ratio: Government/Contractor)

Underrun: [redacted] for the amount by which the total allowable cost is less than the target cost until maximum fee is attained.

(b)(4)

Overrun: [redacted] for the amount by which the total allowable cost exceeds the target cost until minimum fee is attained.

FAR 52.216-10, INCENTIVE, paragraph (e)(1), is stated as follows:

(e) Fee Payable.

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

(b)(4)

(b)(4)

B-18. TARGET COST, TARGET FEE, MINIMUM INCENTIVE FEE, MAXIMUM INCENTIVE FEE, AND INCENTIVE ARRANGEMENT FOR SUBCLIN 0017AA/CLIN 0018:

SUBCLIN 0017AA - (Two SDD JLENS Systems)

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- a. Target cost: [REDACTED]
- b. Target fee: [REDACTED]
- c. Minimum incentive fee: [REDACTED]
- d. Maximum incentive fee: [REDACTED]
- e. Total target cost and target fee: **\$1,575,053,571**

(b)(4)

3. SECTION F – DELIVERIES OR PERFORMANCE is revised as follows to delete System Capability Review #1, System Capability Review #2, and System Capability #3:

b. Paragraph F-5, MILESTONE EVENTS AND PERFORMANCE PERIOD:

<u>MILESTONE EVENT</u>	<u>COMPLETED TIME PERIOD</u>
<u>CLIN 0017</u>	
Orbit SRR	First Quarter FY07
Orbit SFRR	First Quarter FY07
Orbit SFR	Second Quarter FY07
Platform PDRR	Second Quarter FY07
FCR PDRR/CDRR	Third Quarter FY07
SuR PDRR	First Quarter FY08
Processing Station & CP PDRR	First Quarter FY08
Platform CDRR	Second Quarter FY08
Orbit PDR	Second Quarter FY08
SuR CDRR	Fourth Quarter FY08
Processing Station & CP CDRR	Fourth Quarter FY08
Orbit CDR	Second Quarter FY09
Fire Control System FVT2 TRR	First Quarter FY11
SuR System FVT2 TRR	First Quarter FY11
Production Readiness Review	First Quarter FY11
Orbit #1 Developmental Test #1 Complete (Primary Missions)	Third Quarter FY11
DT-1 Test Report	Third Quarter FY11

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Orbit #1 Developmental Test #2 Complete (Secondary Missions)	Fourth Quarter FY11
DT-2 Test Report	First Quarter FY12
Limited User Test (LUT) TRR	First Quarter FY12
LUT Completion	First Quarter FY12
Logistics Demo #1	Fourth Quarter FY12
Orbit #1 DD250	Fourth Quarter FY12
Logistics Demo #2	Fourth Quarter FY12
Orbit #2 DD250	Fourth Quarter FY13

4. SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was decreased by \$2,829,710.00 from \$1,745,116,100.62 to \$1,742,286,390.62

SUBCLIN 0017AA:

MF: 21 1 2040 5L 5L68 P172419E555L 255Y 4M1J730000 S01021 4M1J730000/14MJLE/4M5 was decreased by \$2,829,710.00 from \$268,492,519.00 to \$265,662,809.00

Target Cost, Target Fee, and Total for the above decrease of \$2,829,710 is distributed as follows and includes a decrease in target cost of [redacted] of cost and [redacted] of facilities capital cost of money) and a decrease in target incentive fee of [redacted] which is [redacted] target cost less facilities capital cost of money.

(b)(4)

Target Cost	[redacted]
Target Fee	[redacted]
Total	(\$2,829,710)

IMPLEMENTATION OF AND EXPLANATION OF THE RELATIONSHIP OF THE LIMITATION OF FUNDS (LOF) CLAUSE TO FEE OBLIGATIONS, subparagraph c., is revised to read as follows:

SUBCLIN 0017AA :

	<u>PRIOR</u>	<u>THIS MODIFICATION</u>	<u>CUMULATIVE TOTAL*</u>
(1) Amount Required for Full Funding, Including Fee:	\$1,578,737,155	(\$3,683,584)	\$ 1,575,053,571
(2) Amount Allotted Under the LOF Clause for Payment of Costs:	[redacted]	[redacted]	[redacted] (b)(4)
(3) Amount Separately Obligated for Payment of Fee:	[redacted]	[redacted]	[redacted] (b)(4)
(4) Total Amount Allotted and Obligated:	\$1,519,777,909.26	(\$2,829,710)	\$1,516,948,199.26
(5) Net Amount Required for Full Funding	\$ 58,959,245.74	(\$ 853,874)	\$ 58,105,371.74

\* These figures take into consideration the negotiated total value of SubCLIN 0017AA (This does not include

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SubCLIN 17AH)

5. SECTION H – SPECIAL CONTRACT REQUIREMENTS is revised as follows:

Paragraph H-19, INCENTIVE FEE STRUCTURE AND PAYMENT FOR CLIN 0017, SYSTEM DEVELOPMENT AND DEMONSTRATION (SDD), subparagraphs a. and b., are revised as follows:

a. General.

SubCLIN 0017AA, System Development and Demonstration (SDD), is a cost-plus-incentive-fee (CPIF) Line Item with cost and schedule incentives as described below. Paragraph H-19(b) applies only to the Cost Incentive and Paragraph H-19(c) applies only to the Schedule Incentive. The contract price amount of \$1,575,053,571 includes a target cost of [REDACTED] which includes [REDACTED] of cost and [REDACTED] of facilities capital cost of money) and a target incentive fee of [REDACTED] which is [REDACTED] of target cost less facilities capital cost of money.

b. Cost Incentive.

(1) The target fee payable under SubCLIN 0017AA is [REDACTED] of the target cost less facilities capital cost of money [REDACTED] an amount equal to [REDACTED] (b)(4)

(2) The maximum fee payable under SubCLIN 0017AA is [REDACTED] of the target cost less facilities capital cost of money [REDACTED] an amount equal to [REDACTED]

(3) The minimum fee payable under SubCLIN 0017AA is [REDACTED] of the target cost less facilities capital cost of money [REDACTED] an amount equal to [REDACTED] (b)(4)

(4) Fee will be adjusted for actual cost that is less than or more than the target cost stated above using a share ratio of [REDACTED] Government / [REDACTED] Contractor for actual costs less than the target cost, and a ratio of [REDACTED] Government / [REDACTED] Contractor for actual costs greater than the target cost range applied according to Paragraph H-19(c)(1). (b)(4)

(5) Nothing stated in this clause shall take precedence over the clause 52.216-10 - Incentive Fee contained in this contract.

Paragraph H-19, INCENTIVE FEE STRUCTURE AND PAYMENT FOR CLIN 0017, SYSTEM DEVELOPMENT AND DEMONSTRATION (SDD), subparagraph c., is revised as follows (Note subparagraph c(2) regarding an additional incentive fee pool of [REDACTED] associated with System Capability Reviews (SCRs) has been deleted): (b)(4)

c. Schedule and Performance Incentive.

(1) A maximum [REDACTED] "flat zone" will be established at the target cost value of [REDACTED] with the conduct of milestones below. The "flat zone" over which the contractor will earn target fee is for eligible costs from [REDACTED] to [REDACTED] once the program milestones set forth below are conducted. (b)(4)

(a) [REDACTED] of the maximum benefit of the "flat zone", earned by the conduct of the SDD System Functional Review NLT 2nd Quarter, Fiscal Year 2007. (It is hereby acknowledged by the government that Raytheon completed the requirement for this flat zone and earned the "Flat Zone" schedule incentive of [REDACTED]. Final determination of incentive fee payment utilizing the "Flat Zone" amount will be made at the conclusion of the contract. Reference letter, dated 5 March 2007 from [REDACTED] to [REDACTED]. (b)(4) (b)(6)

(b) [REDACTED] of the maximum benefit of the "flat zone", earned by the conduct of SDD Orbit Critical Design review NLT 2nd Quarter, Fiscal Year 2009. (It is hereby acknowledged by the government that Raytheon completed the requirement for this flat zone and earned the "Flat Zone" schedule incentive of [REDACTED]. Final (b)(4) (b)(4)

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determination of incentive fee payment utilizing the "Flat Zone" amount will be made at the conclusion of the contract. Reference letter, dated 12 January 2009, from [REDACTED] to [REDACTED]

(b)(6)

(3) For Earned Value and cost reporting purposes, the target cost value of [REDACTED] will be used.

(b)(4)

d. Changes issued under FAR 52.243-2, Changes - Cost Reimbursement

In the event of a change issued under FAR 52.243-2, Changes - Cost Reimbursement, it is agreed that changes to the performance and schedule incentive may be considered a part of the equitable adjustment. In the event that any Options to CLIN 0017 are added and exercised, the incentive fee for cost and schedule/performance applicable to the Option will be incorporated in accordance with the incentive fee structure of this provision.

6. SECTION J - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

The following has been revised to reflect an update to CLIN 0017, JLENS SDD Program Statement of Work and CLIN 0017, Contract Data Requirements List (DD Form 1423) and to delete CLIN 0017, Performance Incentive Fee Criteria/Evidence, undated and consisting of eight (8) pages:

<u>TITLE</u>	<u>DATE</u>	<u># OF PAGES</u>	
Contract Security Classification Specification (DD Form 254), Revision 13 (Added per Modification P00235)	14 Apr 11	13	
JLENS Software Source Code Specifically Negotiated License, License Number JLENS-SWLA-01 (Added per Modification P00166)	04 Sep 08	8	
<u>CLIN 0017:</u> JLENS System Development and Demonstration (SDD) Program Statement of Work (Revised by Incorporating CSDR Plans dated 20 Febr 2007 in Appendix C per Modification P00136)	30 Nov 06 - Revised 20 Feb 07	37	
JLENS System Development and Demonstration (SDD) Program Statement of Work (Added per Modification P00187)	Revised 06 Apr 09	38	
JLENS System Development and Demonstration (SDD) Program Statement of Work, Revision 2 (Added per Modification P00207)	Revised 09 Mar 10	36	
<b>JLENS System Development and Demonstration (SDD) Program Statement of Work, Revision 3 (Added per Modification P00239)</b>	<b>Revised 01 Sep 11</b>	<b>36</b>	
[REDACTED]	March 08	1	(b)(3)(A)(i)&Title 10 Sec 130 (a)(b)
Contract Data Requirements List (DD Form 1423) Exhibit A with Distribution List & Data Item Nos. B001 through B062 (Replace Data Item Nos. B026 and B027, only Per Modification P00136)	01 Dec 06	63	
	Revised 05 Apr 07		

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(Replace Data Item Nos. B048 and B049, only Per Modification P00143 & to add statement in Section A of Modification P00143)	Revised 24 Oct 07	
(Replace Data Item No. B033 only, per Modification P00161)	Revised 11 Jul 08	1
Contract Data Requirements List (DD Form 1423) Exhibit A, Data Item Nos. B001 and B014 (Added per Modification P00187)	Revised 07 May 09	2
Contract Data Requirements List (DD Form 1423) Exhibit A, Data Item Nos. B002 through B062 (less B014 ) (Added per Modification P00187)	Revised 20 Mar 09	60
<b>Contract Data Requirements List (DD Form 1423) Exhibit A, Data Item Nos. B001 and B014 (Added per Modification P00239)</b>	<b>Revised 30 Aug 11</b>	<b>2</b>

\*Added statement below to address weekends/Holidays:  
(In Mod P00143) 24 October 07

\*Per a mutual agreement between Raytheon and JLENS Product Office all Contract Data Requirements List (CDRL's) (DD Form 1423) are due on the next business day after the required due date if the due date falls on Saturday, Sunday or a Government Holiday. In addition, for any CDRL with a requirement to resubmit within 10 days or less after receipt of comments, where Raytheon receives the comments on a Friday, the timeframe for resubmittal will begin on the next business day. Statement added in Mod P00143 on 24 Oct. 2007.

GFE/GFP/GFS List for SDD	28 Nov 06	2
Replaced with Rev. B List	15 Oct 07	6
**Add items below	Revised 22 Oct 07	
For record-keeping purposes (Per Mod P00143)		
Replaced with Revision C List (Per Modification P00183)	09 Mar 09	12
Replaced with Revision D List (Per Modification P00207)	23 Feb 10	11

\*\*Per the [REDACTED], Raytheon is authorized rent free use on a non-interference use of the equipment listed below for utilization on JLENS Fire Control Radar Prime Contract DASG60-98-C-0001 for the period from 19 April 2007 through 30 September 2011. (b)(3)(A) (i)&Title 10 Sec 130 (a)(b)

[REDACTED]

(b)(3)(A)  
(i)&Title 10  
Sec 130 (a)(b)

[REDACTED]

(b)(3)(A)  
(i)&Title 10  
Sec 130 (a)(b)

[REDACTED]

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Hereby added in Mod P00148 for tracking purposes:

Originated in Basic Contract:

Government Furnished Equipment - Spiral 1  
(Spiral 1 Equipment Transferred to Government  
Contract DASG60-00-C-0091, DD Form 1149 (attached)

20 Jun 03 1 List  
25 Mar 07\* 34 pages  
(Revised 21 Nov 07)\* 34 pages

Ship to address:



(b)(6)  
(b)(3)(A)(i)&Title 10 Sec  
130 (a)(b)

\*NOTE: Items 1-1060 transferred to Contract DASG60-00-C-0091 per revised GFE list dated 21 Nov 07. Items 1061 – 1116 GFE items retained on Contract DASG60-98-C-0001 for Spiral 2 per GFE list dated 25 Mar 07.

JLENS Performance Specification, MIS-PRF-55628,  
Revision A 27 Jun 08 136  
(Added by reference per Modification P00168)

Annex A to the JLENS Performance Specification,  
MIS-PRF-55628, Revision A 27 Jun 08 10  
(Added by reference per Modification P00168)

JLENS SDD DD250 Plan 11 Dec 09 5  
(Added per Modification P00207)

Engineering Change Proposal (ECP) MI-N3893,  
Revision 2, CDRL B039-005b 15 Nov 10 15

Engineering Change Proposal (ECP) MI-N3894,  
CDRL B039-006 18 Aug 10 16

Engineering Change Proposal (ECP) MI-N3895,  
CDRL B039-007 28 Sep 10 50

CLINs 0023 and 00024

JLENS Simulation Support 28 January 2008 2 pages  
SOW dated 28 January 2008

Simulation Support Tasks  
(Added per Mod P00160)

(b)(3)(A)(i)&Title  
10 Sec 130 (a)(b)

CLIN 0025

JLENS Integrated Fire Control Demonstration Program 14 Sep 09 3  
Statement of Work, Revision 5  
(Added per Modification P00211)

JLENS Integrated Fire Control Demonstration Program 30 Mar 10 26  
Program and Technical Clarification Description,  
incorporated herein by reference  
(Added per Modification P00211)

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Contract Data Requirements List (DD Form 1423) Exhibit B, Data Items Nos. B001 through B004, with Data Item Descriptions (Added per Modification P00165)	16 Oct 07	19
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Contract Data Requirements List (DD Form 1423), CLIN 0028, Exhibit B, Data Item Nos. B001 through B006 (Added per Modification P00211)	16 Jun 10	6
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CLIN 0027

JLENS System Integration Lab (SIL) Equipment List (Added per Modification P00196)	Undated	6
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Revision to System Integration Lab (SIL) Equipment List (Added per Modification P00217)	02 Aug 10	6
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7. The following is an update to Modification P00238 showing a summary of funding by ACRN through Modification P00239:

<u>ACRN</u>	<u>FUNDING</u>
AA	440,100.00
AB	2,298,235.00
AC	17,832,987.00
AD	0.00
AE	7,500,000.00
AF	3,300,000.00
AG	17,192,400.00
AH	700,000.00
AJ	200,000.00
AK	85,000.00
AL	45,000.00
AM	17,045,000.00
AN	5,800.00
AP	20,779,000.00
AQ	105,000.00
AR	35,000.00
AS	0.00
AT	6,984,678.52
AU	7,970,000.00
AV	0.00
AW	100,000.00
AX	3,396,000.00
AY	550,000.00
AZ	19,412,000.00
BA	24,527,878.00
BB	146,000.00

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BC	72,000.00
BD	85,000.00
BE	100,000.00
BF	100,000.00
BG	1,975,321.00
BH	38,018,908.00
BJ	7,896,673.34
BK	260,000.00
BL	0.00
BM	125,000.00
BN	103,000.00
BP	10,199,288.50
BU	350,000.00
BV	9,000.00
BW	84,896,852.00
BX	1,146,000.00
BY	3,880,000.00
BZ	190,000.00
KL	118,250.00
KM	192,793,000.00
KN	0.00
KQ	92,811.00
KR	0.00
KS	0.00
KT	386,377,998.00
KU	2,203,183.00
KV	65,000.00
KW	20,000.00
KX	60,000.00
KY	25,000.00
KZ	25,000.00
LA	13,508.00
LB	12,500.00
LC	200,000.00
LD	7,943,648.00
LE	1,173,850.00
LF	10,000.00
LG	62,000.00
LH	400,000.00
LJ	7,476.00
LK	\$281,575,897.00
LL	\$173,798.00
LM	\$1,410,376.00
LN	\$630,061.00
LP	\$83,200.00
LQ	\$235,566.00
LR	\$125,000.00
LS	\$6,069,616.00
LT	\$530,377.00
LU	\$9,100,000.00

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LV	\$1,957,265.00
LW	\$255,567.00
LX	\$68,000.00
LY	\$264,135,933.26
LZ	\$1,751,384.00
MA	\$2,982,442.00
MB	\$375,000.00
MC	\$2,283,481.00
MD	\$8,573.00
ME	\$0.00
<b>MF</b>	<b>\$265,662,809.00</b>
MG	\$6,262,095.00
MH	\$213,390.00
MJ	\$858,495.00
MK	\$56,076.00
ML	\$116,044.00
MM	\$1,618,600.00
MN	\$2,087,000.00

8. The following is an update to Modification P00238 showing a summary of funding by CLIN by ACRN through Modification P00239:

<u>CLIN</u>	<u>ACRN</u>	<u>FUNDING AMT</u>	<u>CLIN TOTAL</u>
CLIN 0001	AA	440,100.00	
CLIN 0001	AD	0.00	
			440,100.00
CLIN 0003	AB	2,298,235.00	
CLIN 0003	AC	17,832,987.00	
CLIN 0003	AD	0.00	
CLIN 0003	AE	7,500,000.00	
CLIN 0003	AF	3,300,000.00	
CLIN 0003	AG	17,192,400.00	
CLIN 0003	AH	700,000.00	
CLIN 0003	AM	17,045,000.00	
CLIN 0003	AN	5,800.00	
CLIN 0003	AP	20,779,000.00	
CLIN 0003	AS	0.00	
CLIN 0003	AT	6,984,678.52	
CLIN 0003	AW	100,000.00	
CLIN 0003	AY	550,000.00	
			94,288,100.52
CLIN 0005	BA	24,527,878.00	
CLIN 0005	BB	146,000.00	
CLIN 0005	BC	72,000.00	
CLIN 0005	BD	85,000.00	

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CLIN 0005	BE	100,000.00	
CLIN 0005	BF	100,000.00	
CLIN 0005	BG	1,975,321.00	
CLIN 0005	BH	38,018,908.00	
CLIN 0005	BL	0.00	
CLIN 0005	BZ	0.00	
			<u>65,025,107.00</u>
CLIN 0007AA	BP	10,199,288.50	
			<u>10,199,288.50</u>
CLIN 0009AA	AQ	45,106.00	
CLIN 0009AA	AV	0.00	
CLIN 0009AA	BK	256,545.00	
CLIN 0009AA	BM	125,000.00	
CLIN 0009AA	BN	21,315.00	
			<u>447,966.00</u>
CLIN 0009AB	AJ	200,000.00	
CLIN 0009AB	AK	85,000.00	
CLIN 0009AB	AL	45,000.00	
CLIN 0009AB	AQ	59,894.00	
CLIN 0009AB	AR	35,000.00	
CLIN 0009AB	BK	3,455.00	
CLIN 0009AB	BN	81,685.00	
CLIN 0009AB	BU	350,000.00	
CLIN 0009AB	BV	9,000.00	
			<u>869,034.00</u>
CLIN 0013	AU	7,970,000.00	
CLIN 0013	AX	3,396,000.00	
CLIN 0013	AY	0.00	
CLIN 0013	AZ	19,412,000.00	
CLIN 0013	BJ	7,896,673.34	
			<u>38,674,673.34</u>
CLIN 0017	BW	0.00	
CLIN 0017	KM	0.00	
			<u>0.00</u>
CLIN 0017AA	BY	3,880,000.00	
CLIN 0017AA	BX	1,146,000.00	
CLIN 0017AA	BW	84,896,852.00	
CLIN 0017AA	BZ	0.00	
CLIN 0017AA	KM	192,793,000.00	
CLIN 0017AA	KN	0.00	
CLIN 0017AA	KQ	66,151.00	

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CLIN 0017AA	KS	0.00	
CLIN 0017AA	KT	386,204,200.00	
CLIN 0017AA	KU	2,203,183.00	
CLIN 0017AA	KY	0.00	
CLIN 0017AA	LC	200,000.00	
CLIN 0017AA	LD	7,943,648.00	
CLIN 0017AA	LE	0.00	
CLIN 0017AA	LH	400,000.00	
CLIN 0017AA	LJ	7,476.00	
CLIN 0017AA	LK	281,575,897.00	
CLIN 0017AA	LQ	235,566.00	
CLIN 0017AA	LS	6,069,616.00	
CLIN 0017AA	LT	530,377.00	
CLIN 0017AA	LU	\$9,100,000.00	
CLIN 0017AA	LV	\$1,957,265.00	
CLIN 0017AA	LW	\$255,567.00	
CLIN 0017AA	LX	\$68,000.00	
CLIN 0017AA	LY	\$264,135,933.26	
CLIN 0017AA	MB	\$375,000.00	
CLIN 0017AA	MC	\$2,283,481.00	
CLIN 0017AA	MD	\$8,573.00	
CLIN 0017AA	ME	\$0.00	
CLIN 0017AA	MF	\$265,662,809.00	
CLIN 0017AA	MH	\$213,390.00	
CLIN 0017AA	MJ	\$858,495.00	
CLIN 0017AA	MK	\$56,076.00	
CLIN 0017AA	ML	\$116,044.00	
CLIN 0017AA	MM	\$1,618,600.00	
CLIN 0017AA	MN	\$2,087,000.00	
			<u><u>1,516,948,199.26</u></u>
CLIN 0017AB	KL	118,250.00	
			<u>118,250.00</u>
CLIN 0017AC	BZ	190,000.00	
			<u>190,000.00</u>
CLIN 0017AD	KN	0.00	
CLIN 0017AD	KS	0.00	
			<u>0.00</u>
CLIN 0017AE	LL	173,798.00	

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		173,798.00	
CLIN 0017AH	KT	173,798.00	<u>173,798.00</u>
			<u>173,798.00</u>
CLIN 0020AA	KN	0.00	
CLIN 0020AA	KQ	26,660.00	
			<u>26,660.00</u>
CLIN 0021AA	KW	0.00	
			<u>0.00</u>
CLIN 0021AB	KV	0.00	
CLIN 0021AB	LB	0.00	
CLIN 0021AB	KX	0.00	
CLIN 0021AB	KY	0.00	
			<u>0.00</u>
CLIN 0021AC	KZ	0.00	
CLIN 0021AC	LA	0.00	
			<u>0.00</u>
CLIN 0022	KW	0.00	
			<u>0.00</u>
CLIN 0023	KX	60,000.00	
CLIN 0023	KY	25,000.00	
CLIN 0023	KV	65,000.00	
CLIN 0023	LB	12,500.00	
CLIN 0023	LF	10,000.00	
CLIN 0023	LR	\$125,000.00	
			<u>297,500.00</u>
CLIN 0024	LA	13,508.00	
CLIN 0024	LG	62,000.00	
CLIN 0024	KZ	25,000.00	
CLIN 0024	KW	20,000.00	
CLIN 0024	LP	83,200.00	
			<u>203,708.00</u>
CLIN 0025	LE	1,173,850.00	
CLIN 0025	LM	1,080,404.00	
CLIN 0025	MA	0.00	
			<u>2,254,254.00</u>

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CLIN 0026	LN	630,061.00	<u>                    </u>
			<u>630,061.00</u>
CLIN 0027	LZ	1,751,384.00	<u>                    </u>
			<u>1,751,384.00</u>
CLIN 0028	LM	329,972.00	<u>                    </u>
CLIN 0028	MA	2,982,442.00	<u>                    </u>
CLIN 0028	MG	6,262,095.00	<u>                    </u>
			<u>9,574,509.00</u>

(End of Summary of Changes)

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# JOINT LAND ATTACK CRUISE MISSILE DEFENSE ELEVATED NETTED SENSOR SYSTEM (JLENS)



## SYSTEM DEVELOPMENT AND DEMONSTRATION (SDD) PROGRAM

### STATEMENT OF WORK SW-JLENS-SDD-2006

30 November 2006  
Revised 1 September 2011

**Contract Line Item Number 0017AA**

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# 1 INTRODUCTION

## 1.1 Objectives

The primary objective of the JLENS System Development and Demonstration (SDD) Program is to provide [REDACTED]

[REDACTED] The JLENS SDD Program is for the design, development, procurement, fabrication, integration, testing and delivery of two JLENS Orbits.

(b)(3)(A)  
(i)&Title 10  
Sec 130 (a)  
(b)

## 1.2 System Description

The JLENS Orbit is a dual aerostat-based surveillance and fire control sensor system. The surveillance system and the fire control system together make up an Orbit, although each are capable of operating as part of the Orbit or autonomously. The surveillance system consists of the surveillance radar, Communication and Processing Group (CPG) and platform. The fire control system consists of the fire control radar, CPG and platform. The Surveillance Radar (SuR) performs long-range 360 degree detection and tracking, while the [REDACTED]

[REDACTED] The CPG serves as the JLENS data and signal processing, communications and aerostat flight control center. The platform consists of an aerostat, Mobile Mooring Station (MMS), ground support equipment (power conversion module, cable storage module and weather equipment) and tether. The aerostat carries the radar payloads to altitude. The MMS anchors, launches and recovers the aerostat. The powered, fiber-optic tether connects the MMS to the aerostat, furnishes power to the payloads and is used to pass data between the processing station and the aerostat. The communication subsystem (part of the CPG) is the means for movement of internal and external data. [REDACTED]

(b)(3)(A)  
(i)&Title  
10 Sec 130  
(a)(b)

[REDACTED]

[REDACTED] In addition, JLENS will contribute [REDACTED]

[REDACTED]

(b)(3)(A)  
(i)&Title  
10 Sec 130  
(a)(b)

## 1.3 Scope

This Statement of Work (SOW) defines the requirements for the JLENS SDD Program. Technical requirements are contained in the JLENS System Performance Specification (MIS-PRF-55628). The contractor shall design, develop, procure, fabricate, integrate, test and deliver two JLENS Orbits that meet the requirements of this SOW and MIS-PRF-55628. Only one Orbit will be deployable at the end of the SDD Program. A second set of full spares & refurbishment of the second Orbit after climatic, E3 and transport testing is not required.

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**1.4 Integrated Product Teams (IPTs)**

The JLENS Orbit shall be developed using a partnership between the Government and industry. The IPTs shall be the basis of that partnership. The contractor shall implement IPTs as an integral part of the JLENS SDD Program. The IPT structure developed shall follow the Contract Work Breakdown Structure (CWBS). The contractor shall be an integral member of Government IPTs and the Government will be an integral member of contractor IPTs. All contractor IPT documents shall be made available to the Government IPT members. The contractor shall develop an IPT plan to include charters for all contractor IPTs and sub-IPTs, membership of each IPT and sub-IPT, methodology for Government interaction, communication plan, schedule of meetings and make the plan available electronically to all IPT Government/contractor members. All IPT charters shall be approved by the Government as part of the Program Management Plan. The IPT or sub-IPT charters shall detail the roles, responsibilities and authority of its respective IPT or sub-IPT members, both contractor and Government.

**2 INTEGRATED PROGRAM MANAGEMENT**

**2.1 Integrated Cost, Schedule, and Technical Performance Management**

The contractor shall utilize their internal performance management system to plan, schedule, budget, monitor, manage and report cost, schedule and technical status applicable to the contract. The contractor's internal performance management system shall serve as the single, formal, integrated system that meets both the contractor's internal management requirements and the requirements of the Government for timely, reliable and auditable performance information. The contractor's system shall satisfy the industry standards delineated in ANSI/EIA-748-1998. The contractor's system shall meet the guidelines and be maintained in accordance with the requirements of the revised Department of Defense (DoD) Earned Value Management (EVM) Policy issued by the DoD Under Secretary of Defense, Acquisition, Technology and Logistics. The contractor shall flow down EVM and reporting requirements to major subcontractors and Intra-Organizational Transfers (IOT) that, based on risk, schedule criticality and dollar value, have the potential to impact the successful completion of the program. The contractor shall relate technical accomplishment with cost and schedule accomplishment in contract performance reports and at IPT meetings/integrated program reviews. The contractor shall develop a Program Management Plan In Accordance With (IAW) DI-MGMT-80004. **(Contract Data Requirements List (CDRL) B052)**

**2.2 Meetings and Reviews - Contractor Internal**

The contractor shall identify, conduct, support, attend, document reviews and make assessments by which the degree of completion of technical and programmatic efforts related to major schedule

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milestones can be made. The contractor shall notify and invite the Government to all such contractor and subcontractor reviews in a timely manner.

### **2.3 Meetings and Reviews - Contractor/Government**

The contractor shall conduct quarterly program reviews. The program reviews shall address technical performance, risk and risk management, cost, software indicators and corrective actions, technical and schedule progress, program status, staffing and issues that could affect program execution. The contractor shall relate technical accomplishment to cost and schedule using earned value and the Integrated Master Schedule during program reviews. The contractor shall conduct program management level reviews at the request of the JLENS Product Manager. The contractor shall develop presentation material IAW DI-ADMN-81373 and meeting minutes and reports IAW DI-ADMN-81505.

**(CDRLs B014 and B001)**

#### **2.3.1 Integrated Baseline Review (IBR)**

The contractor shall develop and maintain a comprehensive performance measurement baseline and support a Government led IBR. The contractor shall maintain baseline integrity and risk identification. The IBR will be conducted within ninety (90) days after definitization of the contract, exercise of options and major modifications as directed by the Government. The contractor shall flow-down the IBR requirement to those subcontractors that exceed the EVMS threshold (\$50M) on cost-type subcontracts. The contractor shall lead the subcontractor and IOT IBRs with active participation from the Government. **(CDRL B014 and B001)**

#### **2.4 Integrated Master Plan (IMP) / Integrated Master Schedule (IMS)**

The contractor shall develop and maintain an IMP / IMS IAW DI-MGMT-81650 that reflects key events/milestones, critical path, current status and completion forecasts. The contractor shall ensure that all activities are defined, resourced, controlled, scheduled, updated, monitored, reported and managed consistent with and supportive of the requirements set forth in this SOW. The contractor shall depict the overall structure of the program including the key processes, program events/milestones, significant accomplishments and activities as well as defining accomplishment criteria for each event in the IMP for the SDD Program. The IMP will serve as the basis for development of the IMS. The contractor shall develop a detailed IMS for the SDD Program consistent with the IMP, EVM, CWBS and CWBS Dictionary. The contractor shall logically link schedule tasks to reflect the manner in which the work is to be performed (including subcontractor/inter-organization transfer activities) resulting in the ability to analyze a critical path. **(CDRL B002)**

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**2.5 Contract Work Breakdown Structure**

The contractor shall develop, implement and maintain a CWBS and CWBS Dictionary IAW DI-MGMT-81334 to the lowest level at which work is performed. The contractor shall use the CWBS as the primary framework for planning, monitoring, budgeting, controlling and reporting the status of program cost, schedules and technical performance. The contractor shall update the CWBS during the execution of the contract. The contractor shall submit justifications for proposed changes to CWBS. (CDRL B025)

**2.6 Cost Reporting**

**2.6.1 Integrated Program Management Reporting**

The contractor shall report EVM data. The contractor shall report to applicable CWBS elements. The contractor shall prepare a Contract Performance Report (CPR) IAW DI-MGMT-81466 and a Contract Funds Status Report (CFSR) IAW DI-MGMT-81468. The contractor shall reconcile the cost/schedule data elements in the CFSR with the CPR. The contractor shall provide a reconciliation of the CFSR and CPR as an addendum to the CPR. To maintain necessary visibility, the contractor shall report data separately on the CPR via the CWBS structure. (CDRLs B004 and B003)

**2.6.2 Cost and Software Data Reporting**

The contractor shall prepare Contractor Cost Data Reports (CCDRs) and Software Resources Data Reports (SRDRs) in accordance with the JLENS Cost and Software Data Reporting Plan (CSDR) (Appendix C). These reports include Contract Data Summary Reports (DD Form 1921) IAW DI-FNCL-81565, Functional Cost Hour and Progress Report (DD Form 1921-1) IAW DI-FNCL-81566 and SRDR (DD Forms 2630-2,3) IAW DI-MISC-80508. The contractor may customize or tailor the DD Forms 2630-2,3 to be consistent with data it normally collects. The contractor shall propose the software measurement data within a Software Resources Data Collection Plan as part of the Software Development Plan. The contractor is responsible for flowing down the requirements of this paragraph to all subcontractors. (CCDR and CSDR Manuals are available from the Defense Cost and Resource Center (DCARC) website <http://dcarc.pae.osd.mil>.) (CDRL B026, B027, B048, B049)

**2.6.3 Program Cost Estimate**

A Rough Order of Magnitude Cost for SDD program procurement, operations and sustainment of the JLENS Orbit, pertaining to the contractor portion only, shall be developed IAW DI-FNCL-80448. The estimate will contain the costs for the fire control radar, surveillance radar, processing station, communications, platform, system engineering, program management and system test and evaluation costs by fiscal year and with each component cost shown separately. The estimate shall contain the

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assumptions used in developing the estimate and shall not be requested more than twice a fiscal year. A maximum of 12 estimates may be required. (CDRL B005)

**2.7 Data Management**

The contractor shall establish and implement a data management process that shall reproduce, catalog, store and deliver data items. The contractor shall make available all technical and programmatic data as requested by the Government. The contractor shall maintain a data repository for classified storage and an efficient means to accomplish fast and accurate classified data retrieval until the contractor is notified by the contracting officer that the Government classified repository is available for use. The contractor shall use the Government unclassified Management Information System (MIS) Portal for delivery of unclassified data. The contractor shall notify the Government Point of Contact (POC) designated on the corresponding CDRL via email when data is posted to the classified repository and the unclassified MIS Portal. The contractor shall include the filename and path to the posted data in the email. The Government POC designated on the corresponding CDRL will provide notification of CDRL receipt to the contractor via email. The contractor shall deliver data that is usable on personal computers using Microsoft Windows Operating System and Microsoft Office Application Programs.

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The contractor shall ensure all electronic deliveries are free from viruses. The contractor shall support and provide input IAW DI-MGMT-81453 to the Government development of acquisition documentation. (B006)

**3 SYSTEM ENGINEERING**

**3.1 General**

The contractor shall conduct systems engineering and provide a system design that meets the requirements of this SOW and MIS-PRF-55628. The contractor shall be responsible for total system integration and performance to include supporting the Government in assessing and optimizing total system reliability. The configurations of the system and the prime items shall be documented in the Orbit, System and Subsystem Design Description, as described in the Design Notebook IAW DI-IPSC-81432. The contractor shall translate the analysis and allocation of requirements from MIS-PRF-55628 and prepare the requirements, functional, allocated and product baseline design in preparation for program milestones. This engineering effort shall be based on and shall incorporate the contractor's systems engineering process that includes requirements analysis, functional analysis/allocation and design synthesis. Systems engineering shall include Orbit, system and subsystem engineering requirements allocation, specification production and configuration management, system analyses, tactical hardware,

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tactical software, tactical ground support equipment, risk management, radio frequency management, test requirements/plans, interface management and integration, safety, modeling and simulations, Cost as an Independent Variable (CAIV) and technical reviews and meetings. The contractor shall develop and submit a Systems Engineering Management Plan (SEMP) IAW DI-MGMT-81024 that clearly defines the JLENS systems engineering process. **(CDRLs B008 and B044)**

**3.2 Systems Engineering Process**

The contractor shall apply the principles of systems engineering and implement the requirements of MIS-PRF-55628 during the design work. The systems engineering process shall include all aspects of the design to include: external interfaces, supportability, logistics feasibility, environmental requirements, manpower and personnel, human factors, safety, supply support, support and test equipment, technical documentation, computer resources support, packaging, handling, storage and transportability, hazardous material handling and disposition, facilities, Reliability, Availability and Maintainability and Training (RAM-T).

**3.3 System Engineering Requirements Allocation**

The contractor shall develop a Specification Tree IAW DI-MISC-80508 for the JLENS Orbit to the equivalent of the Orbit, system and subsystem level. The contractor shall flow down the requirements from the MIS PRF 55628 to the equivalent of the Orbit, system and subsystem level. The Specification Tree shall be a top down diagrammatic representation of the breakdown of specification from the top specification (system performance specification) to lower level specifications (e.g. Prime Item Development Specification, Interface Control Document, Critical Item Development Specification, Software Requirements Specification, Source Control Document). The Specification Tree shall show the interdependency of specifications and form a convenient medium for the cataloging of applicable specifications. The contractor shall define and document the requirements in hardware IAW DI-SDMP-81465 and software IAW DI-IPSC-81433 specifications. The contractor shall develop Interface Control Documents for internal and external interfaces IAW DI-CMAN-81248. The contractor shall develop and maintain design documentation that will allow the contractor to replicate the JLENS hardware and software. The contractor shall document the design that meets the requirements and supporting analyses in a Design Notebook, such as the Engineering Design Notebook, and supporting documents such as a System Subsystem Design Document (SSDD), and with software design documents as identified in the Software Development Plan. The Design Notebook shall contain the key analyses and tradeoff studies conducted to support performance requirements, design and design tradeoffs. The Design Notebook shall include key parameters and assumptions used to determine hardware/software specification requirements. The Design Notebook shall contain a description of the system architecture that is being developed and

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fabricated. This description shall be provided in terms of visual descriptions, performance estimates and physical description. The Government shall have access, for use at Government facilities, to all requirements traceability database files, to include current and previous baselines. (CDRLs B007, B009, B029 and B010)

**3.4 System Analyses**

The contractor shall conduct performance analyses to support the system designs in accordance with the requirements of MIS-PRF-55628. [REDACTED]

[REDACTED] The contractor shall conduct analyses that establish the [REDACTED]

Performance analyses and trade studies shall be completed and system design shall be updated prior to design reviews to reflect the results of the trade studies. All trade studies shall include CAIV. All analyses and trade studies generated under this section shall be included in the Design Notebook. (CDRL B008)

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**3.5 Producibility and Manufacturing**

The contractor shall implement a producibility and manufacturing program that incorporates producibility and manufacturing into the design. This program shall include design strategies to address obsolescence, production readiness reviews, producibility planning and manufacturing technology insertion, associated with manufacturing and production. The contractor shall prepare Producibility Analysis Reports IAW DI-MGMT-80797. (CDRL B020)

**3.5.1 Production Engineering and Transition Planning**

The contractor shall develop and implement a manufacturing strategy IAW DI-MGMT-80790 that facilitates a smooth and orderly transition from development to low rate production. (CDRL B041)

**3.5.2 Producibility**

The contractor shall consider producibility in design decisions. Efforts to make the design more producible shall be directed toward achievement of cost goals and ensure manufacturing capabilities support the design. The contractor shall establish and maintain a system for measuring and reporting manufacturing costs.

**3.5.3 Manufacturing Plan**

The contractor shall prepare a manufacturing plan IAW DI-MGMT-80004 for the most economical set-up based on anticipated Low Rate Initial Production (LRIP) and Full Rate Production (FRP) delivery rates. Manufacturing planning and tooling is based upon a planned LRIP rate of one system per year (FY12 and FY13), a planned FRP rate of one system per year (FY14 and FY15) and a

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FRP rate of two systems per year (FY16, FY17, FY18, FY19, FY20). The contractor will identify critical JLENS hardware in the manufacturing plan. The manufacturing plan shall describe and document the manufacturing processes for critical JLENS hardware and the plan to transition this hardware to LRIP. The term "critical hardware", as used throughout section 3.5 of this SOW, is defined as hardware that fits one or more of the following criteria:

- a. utilizes manufacturing processes for which a facility or supplier does not have a proven history of continuous production at a volume similar to that planned for JLENS.
- b. utilizes manufacturing tests which are unique to JLENS.
- c. utilizes manufacturing processes such that conformance to requirements cannot be verified by inspection or test and if deviated from could affect product performance or safety. (CDRL B062)

#### **3.5.4 Production Qualification**

The contractor shall prove-out production representative manufacturing processes, test and inspection equipment, test procedures, work instructions and tooling for the JLENS critical hardware.

#### **3.5.5 Production Pilot Lines**

Pilot production lines shall be established for critical hardware items, as early as design maturity allows during the SDD Program. Pilot lines shall be validated prior to LRIP Production Readiness Review (PRR) and shall be used to manufacture hardware used for operational test. The Production / Process Verification (PPV) shall be performed on specified critical items to verify production processes are in accordance with the design, manufacturing, inspection and test documentation.

#### **3.5.6 Production Readiness Review (PRR)**

The contractor shall conduct PRRs, with Government participation, for all prime items and their associated critical hardware as defined in paragraph 3.5.3. The PRRs are a formal assessment of the contractor's ability to produce hardware and are the basis of a Government Production Readiness Assessment. The contractor shall develop presentation material IAW DI-ADMN-81373 and meeting minutes and reports IAW DI-ADMN-81505. (CDRL B014, B001) Accepted as Modified.

#### **3.5.7 Special Tooling (ST), Special Test Equipment (STE), Special Inspection Equipment (SIE) and Peculiar Support Equipment (PSE)**

The ST, STE, SIE and PSE designs shall represent production configuration and meet production rates as individual equipment or by duplication. During the design of the STE, SIE and PSE, consideration shall be given to standardization of common components to reduce spare parts required to support production. When ST/STE is used as a medium of inspection, the calibration, verification and re-verification procedures of the ST/STE shall be included in the quality program planning.

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### **3.5.8 Facilitization Plan**

The contractor shall develop and document IAW DI-MGMT-80004 the initial, and any follow-on, production facilitization requirements to support planned production rates. This includes all facilities, production equipment, test equipment and special equipment required to produce the JLENS Orbit.

**(CDRL B056)**

### **3.6 Hardware Development**

The contractor shall design, develop, fabricate, assemble, integrate, test, evaluate, document, deliver and support all JLENS hardware. The contractor has the responsibility for ensuring that hardware designs and deliverables meet the requirements of the MIS-PRF-55628 and this SOW. The contractor shall complete and document the conceptual and developmental design drawings/models IAW MIL-DTL-31000 of all JLENS hardware IAW DI-DRPR-80651. The contractor shall ensure compatibility of all functional and physical interfaces. The contractor shall conduct trade studies and analyses as required to accomplish a design that is cost effective and reliable. The contractor is encouraged to use commercial products, processes and practices that will reduce development, production and operational support costs. The contractor shall develop an Acceptance Test Plan (ATP) for hardware critical items IAW DI-QCIC-80553. The contractor shall provide and maintain sufficient hardware to meet the requirements of this contract. The contractor shall be responsible for total support of the hardware, including all maintenance and provision of spare/repair parts. Beginning with each Prime Item CDR, the contractor shall develop and implement a closed-loop Failure Reporting, Analysis and Corrective Action System (FRACAS) for hardware failures IAW DI-RELI-81315. This system shall be used to resolve detected hardware problems. The contractor shall document each detected hardware problem and corresponding corrective action. This system shall include/incorporate company or commercial best practices and shall be of sufficient detail to meet the program requirements and ensure program success. **(CDRLs B057, B042, and B061)**

### **3.7 Software**

#### **3.7.1 Software Reuse**

The contractor shall report reuse metrics including but not limited to size, breakage factor by SI, identification of changes required and proposed validation of change in regular Government/contractor IPT meetings and Technical Interchange Meetings and as identified in the Software Development Plan (SDP).

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**3.7.2 Software Engineering Environment (SEE)**

The contractor shall establish, control and maintain configuration of a SEE. The SEE shall provide the facilities, hardware, software, firmware, procedures and documentation needed to perform software development and software testing at each development facility. Elements may include, but are not limited to, Computer Aided Software Engineering (CASE) tools, software development library, software development files, compilers, assemblers, linkers, loaders, operating systems, debuggers, simulators, emulators, documentation tools, database management systems, code analyzers, test case generators and path analyzers. Government shall have access, on a non-interfering and read-only basis, to all the elements of the SEE to support System Software Engineering, QA, CM and Independent Verification & Validation (IV&V) efforts.

**3.7.3 Software Development**

The contractor shall develop, document, submit and implement a SDP which includes a description of the SEE IAW DI-IPSC-81427. The contractor shall develop, document and deliver an Interface Requirement Specification IAW DI-IPSC-81434. The contractor shall document the requirements traceability for each software item in a Software Requirements Specification IAW DI-IPSC-81433. The contractor shall design, develop, integrate and deliver software that meets the requirements of the Software Requirements Specifications and Interface Requirements Specifications. The contractor shall deliver software including, but not limited to, all executable software, source files, build and make files and software support information developed under the JLENS Contract IAW DI-MCCR-80700. These deliveries shall include formal and interim software builds. Except as provided in the Limited/Restricted Rights Assertion Section of the contract, software source code developed under this contract will be in accordance with the Software Source Code License, Number JLENS-WSLA-01 (DFARS Clause 252.227-7014(b)(4)). Submission of any proprietary source code will be for JLENS Product Office analysis and IV&V purposes only, on an as required basis, in accordance with a mutually agreed upon no fee license. If the JLENS Product Office analysis and IV&V is performed by a non-Government entity, then a Non-Disclosure Agreement with that entity, specifically protecting the proprietary source code software will be put in place prior to submission of any source code material. The software binaries and source code shall be delivered with checksums to verify data integrity. The contractor shall develop and document the interface design in an Interface Design Description (IDD) for each Computer Software Configuration Item (CSCI) IAW DI-IPSC-81436. The contractor shall document the design decisions, algorithm descriptions and the architectural designs in a Software Design Description (SDD) Document for each CSCI IAW DI-IPS-81435. (CDRLs B011, B032, B029, B023, B021 and B033)

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#### **3.7.4 Software Testing**

The contractor shall develop, document and implement a software test plan IAW DI-IPSC-81438 for software testing. The contractor shall conduct unit testing for all new and modified software units. The contractor shall conduct unit or Software Item (SI) level testing for all safety critical and safety related software. The contractor shall conduct unit integration testing for all software units. The contractor shall document the specific unit and unit integration test cases and related test procedures. The contractor shall verify all of the requirements in the Software Requirements Specifications (B029), each in accordance with the specified qualification method. The contractor shall invite the Government to witness all software qualification testing. The contractor shall document and deliver a Software Test Description (STD) IAW DI-IPSC-81439 for each release of a CSCI. The STD describes the test preparations, test cases, test procedures and method to be used to perform Software Qualification Testing (SQT) of each release of a CSCI or a software system or subsystem. The contractor shall conduct software qualification testing IAW the STD for each software release. All SQT, or other software test events shall be performed using tactical representative hardware and test tools, where available. The contractor shall provide evidence to the Government to substantiate test tools as a valid engineering representation of system behaviors. The contractor Software Quality Assurance (SQA) personnel shall witness or audit all SQT events. The contractor shall document and deliver a Software Test Report IAW DI-IPSC-81440 for each release of a CSCI. The Software Test Report is a record of the testing performed on a CSCI, a software system or subsystem or other software-related item. (CDRLs B035, B036 and B037).

#### **3.7.5 Software Version**

The contractor shall develop and maintain software documentation and code that will allow the contractor to replicate and modify the JLENS Software at each phase of the release process, utilizing a version control and tracking system in a Software Version Description (SVD) document for each release of a CSCI. The SVD shall be prepared IAW DI-IPSC-81442. The contractor shall document the exact version of each software release. The contractor shall include in the documentation the descriptions of the capabilities and limitations of each software version, the patches and fixes from previous versions and the completed and outstanding software problem reports. The contractor shall provide maintenance support for all software throughout the continuance of the contract. (CDRL B024)

#### **3.7.6 Software Installation**

The contractor shall develop, maintain and deliver a Software Installation Plan IAW DI-IPSC-81428 to include procedures for software installation, software update procedures, software operations,

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database initializations, prime item interfaces and other system specific information necessary to ensure the JLENS Orbit is operational. (CDRL B038)

**3.7.7 Software Reviews**

The contractor shall perform Software Requirements Review (SRR), Software Critical Design Review (SCDR) and Software Test Readiness Review (STRR) for the following software builds: FCR Builds 2 and 3, SuR Builds 2 and 3, CPG Builds 3 and 4 and platform final software build.

**3.7.7.1 Software Requirements Review**

The contractor shall host one or more SRRs IAW the program schedule to review the development activity and its output in the context of the overall system and platform requirements. The SRR shall provide a formal transition from the project requirements analysis and planning phase into development. The contractor shall assure the Government that all the affected requirements have been identified and the proposed development project has been sufficiently planned and documented to the Government's satisfaction. All software CSCIs shall be identified and WBS elements and metrics reporting for each software CSCI level shall be addressed. The first SRR for a prime item shall be conducted prior to or in conjunction with the prime item PDR. The contractor shall develop presentation material IAW DI-ADMN-81373 and meeting minutes and reports IAW DI-ADMN-81505. (CDRL B014 and B001)

**3.7.7.2 Software Critical Design Reviews**

The contractor shall host one or more software CDRs (SCDR) IAW the Program Software Release Schedule, to review the detailed design and operational and support documents to demonstrate to the Government's satisfaction that the detailed design satisfies the system, subsystem and unit level software requirements; the simulations and models accurately reflect the system, subsystem and unit level software performance parameters; the external ICDs and internal IDDs accurately reflect the system interfaces as dictated by the system and sub-system specifications; and the software interfaces and software engineering documentation accurately reflect and are in compliance with the ICDs hardware/software interface requirements. The contractor shall develop presentation material IAW DI-ADMN-81373 and meeting minutes and reports IAW DI-ADMN-81505. (CDRL B014 and B001)

**3.7.7.3 Software Test Readiness Reviews**

The contractor shall host one or more software TRRs (STRRs) IAW the program software release schedule in support of system and subsystem software qualification tests. The reviews shall address test objectives, schedules, safety, configuration, data requirements and suitability of the test hardware and/or software to support the test objectives IAW the STP. All test procedure steps shall be reviewed to ensure

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each software requirement has been demonstrated. The contractor shall provide adequate assurance that the SQT shall be performed using tactical representative hardware where available. Results of STRR must be reviewed and approved by the Government prior to proceeding to SQT. The contractor shall develop presentation material IAW DI-ADMN-81373 and meeting minutes and reports IAW DI-ADMN-81505. **(CDR B014 and B001)**

**3.7.8 Software Failure Reporting and Corrective Action**

The contractor shall develop and implement a closed-loop FRACAS for all failures occurring during system debugging, checkout, engineering tests and contractor maintenance. This system shall be used to resolve detected software problems once each prime item CDR has been conducted. The contractor shall document each detected software problem and corresponding corrective action once each prime item CDR has been conducted. This system shall incorporate company or commercial best practices and shall be of sufficient detail to meet the program requirements and ensure program success. **(CDRL B061)**

**3.7.9 Management Indicators**

The contractor shall collect, interpret, use and report software management indicators as described in the SDP. The contractor shall address software management indicators and corrective actions at the program reviews. The contractor shall develop presentation material IAW DI-ADMN-81373. **(CDRL B014)**

**3.7.10 Firmware**

The contractor shall identify all developed and / or modified firmware, its location within the JLENS system, its associated functionality and a safety analysis including rationale and traceability to any related hazard(s). Rationale shall be provided to exclude the software associated with these devices from the software category. The contractor shall develop software for programmable hardware identified as software IAW the SDP and shall identify these items IAW DI-IPSC-81435. Otherwise, the contractor shall develop the software for programmable devices identified as hardware IAW internal best practices. These best practices shall be presented to the Government for review. **(CDRL B033)**

**3.8 Interface Management and Integration**

The design shall be modular to the maximum extent possible and shall facilitate substitution of alternate payloads from a separate source. This requirement shall be satisfied by submission of the JLENS System Interface Control Document (ICD). The ICD outline will be such that the 'as designed' interface between the payload and platform can be separately delivered upon request. **(CDRL B010)**

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### **3.9 Support to Software IV&V and Other Efforts**

The contractor shall support the establishment of the Government Software Integration Lab (SIL), modeling and simulation efforts, as well as the government managed Orbit-level software assessments and SIV&V testing. This support will include support to the weekly status teleconferences, accepting and dispositioning trouble reports and providing assistance in software configuration and installation within the Government SIL. This software support will not exceed 1.5 full time equivalents through the end of the SDD contract..

### **3.10 Safety**

The contractor shall conduct system safety engineering and use the Government provided Hazard Tracking System (HTS) database in support of all design, development and test activities. The HTS database, including all data and records, shall be the property of the Government. The contractor shall conduct a System Safety Program (SSP) consistent with MIL-STD-882D, standard practice for system safety and as guidance the JLENS System Safety and Health Management Plan (SSHMP). Hazards shall be defined as outlined in MIL-STD-882D. The contractor shall prepare Safety Assessment Reports (SAR) IAW DI-SAFT-80102. The contractor shall prepare the System Safety Program Plan IAW DI-MGMT-80004. The contractor shall ensure that subcontractor's safety plans are in conformance with the contractor's safety plan. The safety design features of all electronic equipment shall be implemented using MIL-HDBK-454A as guidance. The aerostat shall meet appropriate safety requirements for airborne platforms as specified by the Federal Aviation Administration (FAA). The JLENS Orbit hardware and software, to include data displays, shall be designed to optimize the functionality and efficiency of operations for sustained periods of high activity in accordance with MIL-STD-1472F, as applicable. The contractor shall conduct a Human Factors Engineering (HFE) Program using MIL-HDBK-46855 as guidance. All hazards, to include single point failures, single point human errors and any combination of failures and human errors shall be eliminated through design, or mitigated to a Government acceptable risk level as defined in MIS-PRF-55628 paragraph 3.15.1 and MIL-STD-882D. Throughout the life cycle of the JLENS Orbit, the hardware and software shall mitigate all hazards that could cause personal injury, equipment damage or have an environmental impact. The Software Safety Program shall be implemented using MIL-STD-882. The Joint Software System Safety Committee (JSSSC) Software System Safety Handbook shall be used as guidance. (CDRL B012 and B045)

### **3.11 Modeling and Simulation**

The contractor shall develop models and simulations under the guiding tenets of Simulation and Modeling for Acquisition, Requirements and Training (SMART). The SMART is defined in Department of the Army Pamphlet 5-12, the "Planning Guidelines for SMART" and the "SMART Execution Plan."

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These documents are maintained by the Army Model and Simulation Office (<http://www.amso.army.mil/smart/documents/guidelines/>). The ultimate goal of SMART is to provide systems with greater utility at lower cost, minimizing risk and reducing operations and sustainment budgets. The contractor shall prepare a Simulation Support Plan IAW DI-MGMT-80004. (CDRL B046)

**3.11.1 Engineering Modeling and Simulations**

The contractor shall provide access to simulation tools that will be used by the contractor for requirements verification. The contractor shall provide simulation source code, executables and available documentation used for contractor verification and validation of the simulation IAW DI-IPSC-81441. The contractor shall make simulation results available for Government review IAW DI-MISC-80048. (CDRL B034 and B013)

**3.11.2 System Integration Laboratory (SIL)**

The contractor shall develop and maintain a SIL consisting of simulations, models, hardware and software. The SIL shall support the integration of hardware and software. The contractor shall develop and submit a SIL Validation Plan IAW DI-MGMT-80004 that describes how the contractor validates all SIL capabilities used in the verification of prime item hardware and software performance. (CDRL B053)

**3.12 Technical Reviews and Meetings**

**3.12.1 Design Reviews**

The contractor shall conduct SDD Program contract milestone reviews to include, but not limited to, the System Requirements Review (SRR), System Functional Review (SFR), Preliminary Design Reviews (PDRs) and Critical Design Reviews (CDRs) at the contractor's facilities. At each milestone review, the contractor shall address Orbit and system level design integration and shall summarize each prime item's role within the system. Contractor conducted Subsystem Readiness Reviews (i.e., Prime Item PDRs and CDRs) shall include Government participation. The contractor shall develop presentation material IAW DI-ADMN-81373 and meeting minutes and reports IAW DI-ADMN-81505. (CDRLs B014 and B001)

**3.12.2 Design Review Entrance Criteria**

To facilitate an event driven approach to design reviews, the contractor in collaboration with the Government shall define the process and timeline for developing entrance criteria for all planned reviews in the SEMP.

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**3.12.3 Design Review Exit Criteria**

To facilitate an event driven approach to design reviews, the contractor, in collaboration with the government, shall define the process and timeline for developing exit criteria for all planned reviews in the SEMP.

**3.13 INFORMATION & TECHNOLOGY ASSURANCE**

**3.13.1 General**

The JLENS Orbit will maintain an appropriate level of confidentiality, integrity, authentication, non-repudiation and availability that reflect a balance among the importance and sensitivity of the information; documented threats and vulnerabilities; the trustworthiness of users and interconnecting of other systems; and the impartment to connectivity and/or the impact of destruction or loss of the system.

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**3.13.3 Information Assurance (IA)**

The contractor shall support the Government managed IA Program IAW AR 25-1, Chapter 5 and AR 25-2. The contractor shall implement DoDI 8500.2 ensuring confidentiality, integrity and availability throughout the JLENS SDD Program. The contractor shall implement the JLENS IA Strategy dated 25 April 2005. The contractor shall appoint a primary and alternate POC. Each POC shall become familiar with applicable documents such as: DoD, Army Directives Pamphlets and regulations on IA and participate in JLENS sponsored IPTs. The contractor shall send IA appointment letters showing the POC names to the JLENS Product Office annually and certify that the individuals have conducted self study on applicable directives on IA (or within thirty (30) days of a POC change). The contractor shall ensure that all IA enabled products incorporated into JLENS SDD Program to perform security functions comply with the evaluation and validation requirements of the National Security Telecommunications and Information Systems Security Policy 11, in accordance with DoDD 8500.1. The contractor shall comply with paragraph 4.17 of DoDD 8500.1. IA enabled products that have IA functionality that is not used shall have that functionality disabled.

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**3.13.4 DoD Information Assurance Certification and Accreditation Process (DIACAP)**

The contractor shall comply with DIACAP in accordance with OSD/CIO Memo July 6, 2006 Subject: Interim Department of Defense Information Assurance Certification and Accreditation Process Guidance. The contractor shall assist the Government in all applicable phases of the Certification and Accreditation (C&A) process. The contractor shall be an active participant in the JLENS IA Working Group to provide technical assistance during the C&A process.

**3.13.5 DoD Core Architecture Data Models (CADM)**

The DoD Architecture Framework (DoDAF) defines a common approach for DoD architectures. The DoD CADM is the underlying set of products within DoDAF. The CADM incorporates the term integrated architectures and is comprised of a number of specific models, definitions and views as specified in the DoDAF documentation and are categorized into operational views, system views and technical views. The contractor shall support the Government managed development of the DoDAF documentation to further define and implement the system views and technical views models so that all data entities shall be fully attributed and ensure the use of DoD standard data elements. The contractor shall support the Government in further definition and specific analysis of information requirements essential to support development of essential architecture products contained in the JLENS Information Support Plan.

**3.13.6 Transient Emission of Pulse Surveillance Technology (TEMPEST)**

The JLENS System is a transportable system in a tactical environment. The contractor shall follow Government regulation NSTISSAM TEMPEST / 2-95, 2-95a, DoDD S-5200.19 and Memorandum Number 20063301, US Army TEMPEST Office CTTA, as guidance. Deviation from these regulations will require coordination through the Government to the cognizant CTTA. The US Army TEMPEST Office will fully address any additional technical guidance or interpretation of the JLENS TEMPEST design as requested by the contractor and approved through the JPO.

**3.14 DoD Information Technology Standards Registry (DISR)**

The contractor shall maintain the JLENS technical architecture profile in accordance with DISR. The contractor shall develop and deliver IAW DI-MISC-80508 an implementation strategy that details how and to what extent the JLENS development will comply with the provisions of the applicable portion(s) of the DISR. The contractor will provide inputs to the Government for the Government to include into the Government managed DISR database. Government approval is required prior to any deviations from the DISR requirements (DISR replaced the Joint Technical Architecture). **(CDRL B043)**

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**3.15 DoD Net-Centric Data Strategy**

The contractor shall support the implementation of the DoD Global Information Grid (GIG). The GIG is the globally interconnected, end-to-end set of information capabilities associated processes and personnel for collecting, processing, storing and disseminating information for the warfighter. The contractor shall use, develop or refine metadata in accordance with the Defense Information Systems Agency established DoD Metadata Registry and based on the International Organization of Standards 11179 Specification for metadata registries. The contractor shall maintain a JLENS Metadata Registry, which for DoD currently incorporates existing resources such as the DoD Extensible Markup Language (XML) Registry, the Defense Data Dictionary System and commonly used reference sets. The contractor shall integrate other resources such as messaging formats, symbology, ontologies and transformation services.

**3.16** [REDACTED]

The contractor shall provide a system design that meets the requirements of this SOW and MIS-PRF-55628 and is consistent [REDACTED]

[REDACTED] The contractor shall leverage capability developed for the [REDACTED] to meet fire control

and sensor command requirements in MIS-PRF-55628 within baseline schedule and cost constraints. The contractor shall [REDACTED] to develop requirements and mitigate program impacts of future capabilities, enhancements and including [REDACTED]

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**4 RISK MANAGEMENT**

The contractor shall develop and implement a Risk Management Plan IAW DI-MGMT-80004 and processes that identifies and prioritizes risk area, and conduct mitigation effort in coordination with the Government to reduce and/or eliminate program risks. The Risk Management Plan should address, but not be limited to, requirements, technology, design and engineering, manufacturing, support, cost and schedule. (CDRL B058).

**5 TEST AND EVALUATION**

**5.1 General**

The contractor shall develop and conduct a contractor Test and Evaluation (T&E) Program, develop and participate in a combined Government/contractor developmental flight T&E Program and

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support Government only T&E programs. The contractor's T&E program shall demonstrate that the requirements contained in MIS-PRF-55628 have been verified. The contractor shall maintain traceability from MIS-PRF-55628 to the contractor generated orbit, system and subsystem requirements when defining or developing required tests. The contractor shall verify the hardware and software requirements included in the JLENS system and subsystem specifications. The contractor shall submit a final report IAW DI-NDTI-80809 for any requirement that has been verified by analysis. The contractor shall allow Government monitoring and/or participation in contractor and subcontractor tests and demonstrations. The contractor shall provide the Government electronic notification a minimum of ninety six (96) hours prior to initiation of conduct of contractor or subcontractor, subsystem and system, tests that have Government approved test plans. The contractor shall perform component and subsystem level testing to include prime item tests, integration tests and system tests and/or demonstrations. The contractor shall conduct Test Readiness Reviews (TRRs) prior to system ground tests, elevated tests and system flight tests. The contractor shall submit agendas IAW DI-ADMN-81373 and minutes IAW DI-ADMN-81505 for the TRRs. The contractor shall be capable of reducing and analyzing data recorded during Orbit and system testing within 48 hours or 24 hours if target telemetry data is made available by the Government within 8 hours of test completion, to expedite test schedule decision planning. The contractor will pre-plan and coordinate periods of use of the Government operated test ranges with the JLENS Product Office. The Government will accommodate 24/7 operations as needed to support requirements testing in accordance with range availability and limitations. (CDRLs B015, B016, B014, and B001)

## **5.2 Test Plans, Reports and Reviews**

The contractor shall prepare and submit test plans IAW DI-NDTI-80566 and test reports IAW DI-NDTI-80809 for Orbit, system, subsystems and components. The Master Test Plan shall address the entire test program including performance and integration testing and demonstrations at the contractor/subcontractor facilities and at Government field test sites. The contractor shall prepare and submit a test report for each test event for which a test plan is prepared. (CDRLs B015 and B016)

## **5.3 Stimulator Integration**

The contractor shall support the integration of the JLENS Stimulator with the JLENS Orbit. The contractor shall provide support in the Government performance evaluation of the JLENS Fire Control and Surveillance Systems using the JLENS Stimulator to conduct Simulation only and Simulation Over Live testing. The contractor shall support integration testing of the JLENS stimulator at the Surveillance and Fire Control SILs. Contractor support for these activities will not exceed 2.4 full time equivalents over the period October 2006 through September 2011. The contractor shall provide an

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Interface Control Document IAW DI-CMAN-81248 to define the integration of the stimulator into the JLENS Surveillance and Fire Control Systems. (CDRL B010)

**5.4 System Tests/Demonstrations**

If requested under the changes clause of this contract, the contractor shall support the planned Government events such as [REDACTED] to demonstrate incremental and full system capability.

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**5.5 Government Test Support**

The contractor shall support the Government in the conduct of JLENS Government tests IAW MTP. The contractor shall be responsible for providing and maintaining test articles (hardware and software) at the Government designated test sites. Contractor support in the case of Government E3 and Environmental Testing shall include review of test plans and test procedures, personnel, test fixtures, test equipment, the ability to determine functionality of the test item/s during and/or after each test event and a repair plan schedule consistent with the test schedule. The contractor shall support Government conducted TRRs. Government testing includes engineering tests and tests involving the use of soldiers. The contractor shall assist the Government with planning, collection, reduction, analysis and reporting of test data. These tests may be conducted concurrently with contractor tests.

**5.6 Models and Simulations Verification, Validation and Accreditation (VV&A) Support**

The contractor shall support Government managed VV&A.

**5.7 Interoperability Test Program**

The contractor shall provide level of effort support to the Government conducted Interoperability Testing Program 1 full time equivalent (FTE) person for the period through end of SDD contract.

**6 SPECIALTY ENGINEERING**

**6.1 Logistics**

**6.1.1 Logistics Program**

The contractor shall continue to develop, update and maintain the JLENS Logistics Program in accordance with Army Regulation 700-127. The contractor's logistics program shall use these iterative processes that provide for early and continued logistics influence on design to enhance supportability: Identify and verify requirements and associated documentation for support of testing, minimize future operations maintenance costs; identify and resolve logistics issues early in the program to include

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Manpower Personnel Integration (MANPRINT) and training issues, document pre and post-fielding support requirements; support fielding and deployment; and implement performance-based support.

#### **6.1.2 Logistics Engineering**

As an integral part of the systems engineering process, the contractor shall conduct logistics engineering to satisfy the requirements of MIS-PRF-55628 and to minimize the total Operation and Support (O&S) costs of the JLENS SDD Program plus all of its associated Government Furnished Property (GFP) requirements. Logistics engineering shall include all the elements of Integrated Logistics Support (ILS). Within the JLENS support structure, the contractor shall emphasize maintainability, availability and transportability engineering. The contractor shall develop a two-level support system (field and sustainment) for JLENS peculiar items. For GFP, the contractor shall consider the implications of the compatibility of existing logistics support structures (i.e. 3-level support systems) in the over-all context of engineering the JLENS support system.

#### **6.1.3 Supportability Analysis**

The contractor shall establish and conduct a Supportability Analysis (SA) Program in accordance with MIL-HDBK-502 that integrates and optimizes ILS/MANPRINT requirements within system performance requirements (including GFP) for the life-cycle of the system. The SA Program shall be used to generate source data for the development of ILS/MANPRINT requirements, evaluation of the effect of design alternatives on support costs and operational readiness, assessment of logistics risks, translation of hardware design due to logistics support requirements, determination of logistics design constraints/impacts, determination of the most efficient and effective logistics resources for operation and support the JLENS Orbit and development of the data for logistics products (training, spares, support equipment, technical manuals, etc.).

#### **6.1.4 Level of Repair Analysis**

The contractor shall conduct a Level of Repair Analysis (LORA) in accordance with MIL-HDBK-502 to define optimal maintenance planning and engineering in accordance with MIL-HDBK-470A. The contractor shall record the results of LORA in the Logistics Management Information (LMI) IAW DI-MISC-80508. (CDRL B050)

#### **6.1.5 Trade-Off Analysis**

The contractor shall perform Trade-Off Analysis (TOA) of alternatives to reduce the total logistics footprint of the JLENS Orbit (plus GFP) and the size/scope of the total GFP required to operate, support, transport and deploy the system. The contractor will deliver the TOA IAW DI-MISC-80508. (CDRL B051)

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**6.1.6 Logistics Management Information**

The contractor shall continue to develop and maintain the LMI Program per MIL-PRF-49506 which documents the output of all supportability analyses in the Logistic Management Information (LMI) Data Products IAW DI-ALSS-81529 and the LMI Summaries IAW DI-ALSS-81530. The contractor shall provide on-line access, to include ad hoc query capability, to the LMI database. The contractor shall provide all supportability data in formats compatible with national standard databases and the LMI performance specification. The contractor shall provide LMI database training to those individuals identified by the JLENS Supportability IPT. (CDRLs B054, and B055)

**6.1.7 Integrated Product Team**

The contractor shall participate in Government, contractor and Government/ contractor integrated product teams and sub-product teams to identify and disseminate issues to the logistics community.

**6.1.8 Logistics Database**

The contractor shall establish and maintain current, web-based and on-line logistics database functionality to document maintenance and/or supply actions, training tasks and action(s) taken as appropriate during government tests and demonstrations, tests utilizing Government resources, exercises and during preparation for fielding. The contractor shall provide the Government on-line access to this database.

**6.1.9 Integrated Support Plan**

The contractor shall develop, update, deliver and implement the Integrated Support Plan (ISP) IAW DI-MGMT-80004, to reflect the JLENS System Development and Demonstration Program and schedule. The contractor shall use the Department of the Army Pamphlet 700-56 and the JLENS Supportability Strategy as the foundation for the ISP. The ISP shall include logistics events and schedules and the following sub-plans. (CDRL B017)

**6.1.9.1 Maintenance Plan**

The contractor shall develop, update and submit the maintenance plan IAW DI-MGMT-80004 as a sub-plan to the ISP. The maintenance plan shall include specific information and schedules on built-in-test/built-in-test equipment, failure analysis/diagnostic/prognostics, on-line-diagnostics, on-site resolution of software anomalies, levels of maintenance, personnel, parts/provisioning, tools facilities, military occupational specialties/skills, technical documentation (such as interactive electronic technical manuals, or logistics data bases) and reliability, availability and maintainability characteristics. (CDRL B017)

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#### **6.1.9.2 Supply Plan**

The contractor shall update and submit the supply plan IAW DI-MGMT-80004 as a sub-plan to the ISP. The supply plan shall be developed to support JLENS Orbit during testing and in the field. (CDRL B017)

#### **6.1.9.3 Equipment Plan**

The contractor shall develop, update, and submit the equipment plan IAW DI-MGMT-80004 as a sub-plan to the ISP. In addition to the requirements of DA PAM 700-56, the equipment plan shall include specific information on costs, descriptions, quantities and delivery dates for all Commercial Off-The-Shelf (COTS) and Government Off-The-Shelf (GOTS) equipment. (CDRL B017)

#### **6.1.9.4 Manpower Personnel Integration Management Plan**

The contractor shall develop, update and submit the MANPRINT Management Plan IAW DI-MGMT-80004 as a sub-plan to the ISP. The plan shall include specific MANPRINT requirements to deploy, transport, operate and support the JLENS Orbit plus its GFP and specific information concerning the analysis and handling of MANPRINT issues and meet the requirements of Army Regulation 602-2. (CDRL B017)

#### **6.1.9.5 Training Plan**

The contractor shall use Training and Doctrine Command Regulation 350-70 to develop, update and submit a Training Plan IAW DI-MGMT-80004 as a sub-plan to the ISP. The training plan shall include, as a minimum, costs, length of classes, places of training, time of training, material / hardware / device requirements, security, personnel, facilities and prerequisites to develop training documentation for taught classes and to train testers and users for tests and fielding. The contractor shall conduct all training required for system test(s) and fielding and will employ interleaved test/FDE training. This includes, but is not limited to, instructor and key personnel (tester/instructor), Maintainer, Operator, Flight Director and Staff Planner's course(s). The contractor shall deliver the majority of training materials in electronic format employing standard software formats as listed in the contract, to minimize printing costs and storage requirements. The Government will supply computers and computer software to read the electronic training material. In the event the contractor delivers training materials utilizing non-standard software format, the contractor will provide the Government with any non-standard software required for review of the training material. (CDRL B017)

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**6.1.9.6 Deployment Plan**

The contractor shall develop, update and submit a deployment plan IAW DI-MGMT-80004 as a sub-plan to the ISP. The deployment plan shall include specific information concerning resources to deploy system(s) and include a load plan for planned modes of transit. (CDRL B017)

**6.2 Product Assurance**

The contractor shall implement a quality system that meets the requirements of the applicable International Organization for Standardization 9000 series. The contractor shall develop, document, submit and implement a product assurance plan IAW DI-MGMT-80004. The product assurance plan shall address the functional areas of software quality assurance and hardware quality assurance (including corrosion prevention and control), reliability, maintainability and parts control. (CDRL B028)

**6.2.1 Corrosion Prevention and Control (CPC)**

The contractor shall develop and implement a corrosion prevention and control plan IAW DI-MGMT-80004 that is in compliance with the JLENS Government Corrosion Prevention Plan. (CDRL B028)

**6.2.2 Environmental Kits**

The contractor shall minimize the use of environmental kits when satisfying the temperature requirements of the JLENS Orbit. The contractor shall obtain Government approval in advance of planned use for all kits. The contractor drawings shall document environmental kits and list additional authorized item(s) in the appropriate technical manuals.

**6.2.3 Plastic Encapsulated Microcircuits (PEM)**

The contractor shall develop and implement a PEM Plan that includes the generation of a list of PEM devices used on contractor manufactured JLENS parts and the generation of a list of PEM devices used on JLENS COTS parts for all COTS assemblies where the contractor is granted access to the COTS assemblies' parts list. The contractor shall provide status reporting at JLENS Quarterly Program Reviews.

**6.2.4 Software Quality Assurance (SQA)**

The contractor shall conduct an SQA Program for JLENS software development in accordance with ISO 9000. The contractor shall include the SQA Program in the JLENS Product Assurance Plan by identifying SQA tasks as well as a narrative regarding the approach of those tasks. The contractor SQA Program shall provide for traceability of system/subsystem/software requirements to and from all test processes and procedures.

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### **6.3 Environmental Management**

The contractor shall comply with all applicable federal, state and local laws, regulations and guidelines. The contractor shall develop, document, provide and implement a Hazardous Materials Management Program (HMMP) Plan IAW DI-MGMT-81398. The contractor shall implement the HMMP in accordance with the Government HMMP Plan and National Aerospace Standard (NAS 411). The contractor shall request approval to use substances identified in the Environmental Protection Agency 17 list (available at <http://www.epa.gov/opptintr/3350/33finb1.htm>) only if there is no other viable material. The contractor shall not use any Class I Ozone Depleting Chemical/Ozone Depleting Substance (ODC/ODS) (identified at <http://www.epa.gov/ozone/ods.html>) in the manufacture of items required by this SOW unless a waiver is obtained from the government. The contractor shall provide immediate notification of any proposed hazardous material mitigation/elimination efforts that may adversely impact schedules and/or cost performance. The contractor shall notify the contracting officer immediately upon failure to comply with any regulatory requirements. The contractor shall provide a HMMP Report IAW DI-MISC-81397. (CDRLs B018 and B022)

### **6.4 Configuration Management (CM)**

The contractor shall prepare and submit a CM Plan IAW DI-MGMT-80004 that provides a single coordinated Configuration/Data Management (CDM) process and compatible CDM tools to manage the configurations produced under this contract. The contractor shall implement a CDM System that shall control the configuration of all components and interfaces of the JLENS Orbit to include prime items/components produced by subcontractors. The contractor's CDM Systems shall ensure that each deliverable specification prepared is IAW MIL-STD-961E. The contractor's CDM System shall address the following elements: Administration, configuration identification and control, configuration status accounting, configuration audits, management of digital data and subcontractor CM. The contractor shall prepare an Engineering Change Proposal (ECP) IAW DI-CMAN-80639, Engineering Release Record (ERR) IAW DI-CMAN-80463 and Notice Of Revision (NOR) IAW DI-CMAN-80642 for proposed changes to contractor furnished documents that are under Government configuration control. The CDM process shall include a configuration control board for approving ECPs. The Government shall be a member of the contractor's ECP Configuration Control Board (CCB). The contractor shall utilize the Request for Deviation (RFD) process IAW DI-CMAN-80640. (CDRLs B047, B039, B060, B040, and B059)

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#### **6.4.1 Configuration Management Audits**

The contractor shall support Government/contractor functional configuration audit to verify that the design meets or exceeds all system performance requirements, including requirements contained within MIS-PRF-55628 and physical requirements.

#### **6.4.2 Subcontractor Configuration Management Audits**

The contractor shall support and conduct periodic audits of processes and procedures in-house and at subcontractor facilities to ensure that requirements are flowed accurately and in a timely manner to manufacturing operations and that the deliverable product as-built definition is accurately reported.

### **7 OPERATIONS SECURITY (OPSEC)**

The contractor shall update, provide and implement the OPSEC Plan IAW DI-MGMT-80934. The contractor shall update the OPSEC Plan in accordance with specific instructions of the Contracting Officer/Contracting Officer Representative for Security and AR 530-1. The contractor shall adhere to the approved OPSEC Plan and the security requirements of the DD Form 254 of this contract. **(CDRL B019)**

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**APPENDIX A  
CONTRACT DATA REQUIREMENTS LIST (CDRL) SUMMARY**

CDRL	Data Item Title	DID	Approval Required
B001	Records of Meeting / Minute Report	DI-ADMN-81505	A
B002	Integrated Master Schedule	DI-MGMT-81650	A
B003	Contract Funds Status Report	DI-MGMT-81468	NA
B004	Cost Performance Report	DI-MGMT-81466A	NA
B005	Life Cycle Cost And Independent Schedule Assessment Report	DI-FNCL-80448	NA
B006	Data Accession List	DI-MGMT-81453	NA
B007	Spec Tree	DI-MISC-80508A	A
B008	System / Subsystem Design Description	DI-IPSC-81432A	NA
B009	Performance Specification Documents	DI-SDMP-81465A	A
B010	Interface Control Drawing Documentation	DI-CMAN-81248A	A
B011	Software Development Plan	DI-IPSC-81427A	A
B012	Safety Assessment Report	DI-SAFT-80102B	A
B013	JLENS System Model	DI-MISC-80048	NA
B014	Presentation Material	DI-ADMN-81373	A
B015	Test Plan	DI-NDTI-80566	A
B016	Test Inspection Reports	DI-NDTI-80809B	A
B017	Integrated Support Plan	DI-MGMT-80004	A
B018	Hazardous Materials Management Program Plan	DI-MGMT-81398	A
B019	Operations Security (OPSEC) Plan	DI-MGMT-80934A	A
B020	Producibility Analysis Report	DI-MGMT-80797	A
B021	Interface Design Description	DI-IPSC-81436A	NA
B022	Hazardous Materials Management Program Report	DI-MISC-81397	A
B023	Computer Software End Items	DI-MCCR-80700	A
B024	Software Version Description	DI-IPSC-81442A	A
B025	Contract Work Breakdown Structure	DI-MGMT-81334B	A
B026	Cost Data Summary Report DD form 1921	DI-FNCL-81565A	A
B027	Functional Cost-Hour and Progress Curve Report DD Form 1921-1	DI-FNCL-81566A	A
B028	Management Plan (Quality Assurance Plan)	DI-MGMT-80004	A
B029	Software Requirements Specification	DI-IPSC-81433A	A

B030		DI-MGMT-80004	A
B031		DI-MGMT-80004	A
B032	Interface Requirements Specification	DI-IPSC-81434A	A
B033	Software Design Description	DI-IPSC-81435A	A
B034	Software Product Specification	DI-IPSC-81441A	A
B035	Software Test Plan	DI-IPSC-81438A	A
B036	Software Test Description	DI-IPSC-81439A	NA
B037	Software Test Report	DI-IPSC-81440A	A
B038	Software Installation Plan	DI-IPSC-81428A	A
B039	Engineering Change Proposal	DI-CMAN-80639C	A
B040	Notice Of Revision	DI-CMAN-80642C	A
B041	Transition Plan	DI-MGMT-80790	A
B042	Acceptance Test Plan	DI-QCIC-80553	A
B043	DISR	DI-MISC-80508A	A
B044	System Engineering Management Plan	DI-MGMT-81024	A
B045	Management Plan (System Safety Program Plan)	DI-MGMT-80004	A
B046	Management Plan (Simulation Support Plan)	DI-MGMT-80004	A
B047	Management Plan (Configuration Management Plan)	DI-MGMT-80004	A
B048	SW Resources Report - Initial	DI-MISC-80508A	NA
B049	SW Resources Report - Final	DI-MISC-80508A	NA
B050	Level of Repair Analysis	DI-MISC-80508A	A
B051	Logistics Trade Off Analysis	DI-MISC-80508A	A
B052	Management Plan (Program Management Plan)	DI-MGMT-80004	A
B053	Management Plan (SIL Validation Plan)	DI-MGMT-80004	A
B054	Logistics Management Information (LMI) Data Product(s)	DI-ALSS-81529	A
B055	Logistics Management Information (LMI) Summaries	DI-ALSS-81530	A
B056	Management Plan (Facilitization Plan)	DI-MGMT-80004	A
B057	Engineering Drawings	DI-DRPR-80651	NA
B058	Management Plan (Risk Management Plan)	DI-MGMT-80004	A
B059	Request for Deviation (RFD)	DI-CMAN-80640C	A
B060	Engineering Release Record (ERR)	DI-CMAN-80643C	A
B061	Failure Analysis and Corrective Action Report	DI-RELI-81315	NA
B062	Management Plan (Manufacturing Plan)	DI-MGMT-80004	NA

(b)(3)(A)  
(i)&Title  
10 Sec 130  
(a)(b)

**APPENDIX B  
ACRONYMS**

<b>A</b>	
A	Applicable (as used in Appendix A)
AR	Army Regulation
ATP	Acceptance Test Plan
<b>B</b>	
BIT/BITE	Built In Test/Built In Test Equipment
<b>C</b>	
C&A	Certification and Accreditation
CADM	Core Architecture Data Architecture Models
CAIV	Cost as an Independent Variable
CASE	Computer Aided Software Engineering
CCDR	Contractor Cost Data Report
CCP	Change Control Process
CDM	Configuration/Data Management
CDRL	Contract Data Requirement List
CDR	Critical Design Review
CI	Critical Item
CFSR	Contract Funds Status Report
CM	Configuration Management
CMP	Configuration Management Plan
CPG	Communication and Processing Group
COTS	Commercial Off The Shelf
CPC	Corrosion Prevention and Control
CPR	Cost Performance Report
CSCI	Computer Software Configuration Item
CSDR	Cost and Software Data Report
CTTA	Certified TEMPEST Technical Authority
CWBS	Contract Work Breakdown Structure
<b>D</b>	
DCARC	Defense Cost and Resource Center
DIACAP	DoD Information Assurance Certification and Accreditation Process
DISR	DoD Information Technology Standards Registry
DITSCAP	DoD Information Technology Security Certification and Accreditation Process
DoD	Department of Defense
DoDAF	DoD Architecture Framework
DoDI	Department of Defense Instruction
DoDD	Department of Defense Directive
<b>E</b>	

E3 Electromagnetic Environment Effects (EMI, EMC, EMV)  
ECP Engineering Change Proposal  
EMC Electromagnetic Compatibility  
EMI Electromagnetic Interference  
EMV Electromagnetic Vulnerability  
EVM Earned Value Management

**F**  
FCR Fire Control Radar  
FDE Force Development Experiment  
FDT Force Development Test  
FRACAS Failure Reporting and Corrective Action System  
FRP Full Rate Production  
FTE Full Time Equivalent

**G**  
GFP Government Furnished Property  
GIG Global Information Grid  
GOTS Government Off The Shelf

**H**  
HFE Human Factors Engineering  
HHAR Health Hazard Assessment Report  
HMMP Hazardous Material Management Program  
HTS Hazard Tracking System

**I**  
IA Information Assurance  
[REDACTED]  
IAW In Accordance With  
IBR Integrated Baseline Review  
ICD Interface Control Document  
ICEP Interoperability Certification Evaluation Plan  
IDD Identification Design Description  
IDE Integrated Data Environment  
ILS Integrated Logistics Support  
IMP Integrated Master Plan  
IMS Integrated Master Schedule  
IOT Initial Operation Test  
IPT Integrated Product Team  
ISP Integrated Support Plan  
IT Information Technology  
IV&V Independent Verification and Validation

(b)(3)(A)(i)&Title 10  
Sec 130 (a)(b)

**J**

JLENS	Joint Land Attack Cruise Missile Defense Elevated Netted Sensor System
JPO	JLENS Product Office
JSSSC	Joint Software System Safety Committee
<b>L</b>	
LOE	Level of effort
LORA	Level of Repair Analysis
LMI	Logistics Management Information
LRIP	Low Rate Initial Production
LUT	Limited User Test
<b>M</b>	
MAC	Mission Assurance Category
MANPRINT	Manpower Personnel Integration
MMS	Mobile Mooring Station
MTP	Master Test Plan
<b>N</b>	
NA	Not Applicable (as used in Appendix A)
NAS	National Aerospace Standard
NSTISSAM	National Security Telecommunications and Information Systems Security Advisory Memorandum
<b>O</b>	
O&S	Operations And Support
OPSEC	Operations Security
<b>P</b>	
PDR	Preliminary Design Review
PEM	Plastic Encapsulated Microcircuits
PEO MS	Program Executive Office for Missiles and Space
PMB	Performance Measurement Baseline
POC	Point of Contact
PPV	Product/Process Verification
PRR	Production Readiness Review
PSE	Peculiar Support Equipment
<b>R</b>	
RFD	Request for Deviation
RVM	Requirements Verification Matrix
<b>S</b>	
SA	Supportability Analysis
SCDR	Software Critical Design Review

SEE	Software Engineering Environment
SEMP	Systems Engineering Management Plan
SDD	System Development and Demonstration
SDP	Software Development Plan
SFR	System Functional Review
SI	System Integration
SIE	Special Inspection Equipment
SIL	System Integration Laboratory
SMART	Simulation and Modeling for Acquisition, Requirements and Training
SOW	Statement of Work
SoS	PEO MS Army [REDACTED]
SQA	Software Quality Assurance
SQT	Software Qualification Test
SRR	Software Requirements Review
SRR	System Requirements Review
SRDR	Software Resources Data Report
SSAA	System Security Authorization Agreement
SSDD	System Subsystem Design Document
SSHA	System Safety Hazard Analysis
SSP	System Safety Program
ST	Special Tooling
STD	Software Test Description
STRR	System Test Readiness Review
STE	Special Test Equipment
SuR	Surveillance Radar
<b>T</b>	
T&E	Test and Evaluation
TEMPEST	Transient Emission of Pulse Surveillance Technology
TMDE	Test Measurement and Diagnostic Equipment
TOA	Trade-Off Analysis
TRR	Test Readiness Reviews
<b>V</b>	
VV&A	Verification, Validation and Accreditation
<b>X</b>	
XML	eXtensible Markup Language
Numerics and Symbols	
24/7	24 hours a day, 7 days a week

(b)(3)(A)(i)&Title  
10 Sec 130 (a)(b)

SOW SW-JLENS-SDD-2006 ~ 30 November 2006 as revised 27 Feb 2009

JLENS CSDR Submission Schedule Update based on Contract Restructure to Reflect Impact of POM10-15

DRAFT as of 12 Feb 09

FEB 07 Approved Plans

Contract Restructure Changes

150 SUBMISSION	150 FORM	H CSDR SUBMISSION		150 AS OF DATE	150 DUE DATE	Contract Restructure Changes	
		150 SUBMISSION	150 FORM			150 AS OF DATE	150 DUE DATE
1	DD Forms 1921, 1921-1 (Part 1 & 2)	Prime Contractor- Raytheon	Initial Submission	2/28/2007	4/30/2007	2/28/2007	4/30/2007
2	DD Forms 1921, 1921-1 (Part 1 & 2)		Preliminary Design Review	2/28/2008	4/30/2008	2/28/2008	4/30/2008
3	DD Forms 1921, 1921-1 (Part 1 & 2)		Critical Design Review	2/28/2009	4/30/2009	2/28/2009	4/30/2009
4	DD Forms 1921, 1921-1 (Part 1 & 2)		Annual Submission	2/28/2010	4/30/2010	12/31/2009	2/28/2010
5	DD Forms 1921, 1921-1 (Part 1 & 2)		Annual Submission	2/28/2011	4/30/2011	12/31/2010	2/28/2011
6	DD Forms 1921, 1921-1 (Part 1 & 2)		Annual Submission	2/28/2012	4/30/2012	12/31/2011	2/28/2012
7	DD Forms 1921, 1921-1 (Part 1 & 2)		Annual Submission	New	New	12/31/2012	2/28/2013
8	DD Forms 1921, 1921-1 (Part 1 & 2)		Final Report associated with the Final delivery of all completed units	9/30/2012	11/30/2012	9/30/2013	11/30/2013
9	DD Form 2630-2		Initial Submission - Total Program	2/28/2007	4/30/2007	2/28/2007	4/30/2007
10	DD Form 2630-2		SuR First S/W Release - Estimate	8/15/2008	8/15/2008	8/15/2008	8/15/2008
11	DD Form 2630-3		SuR First S/W Release - Actuals	1/31/2010	3/30/2010	1/31/2010	3/30/2010
12	DD Form 2630-2		SuR Second S/W Release - Estimate	1/31/2010	3/30/2010	1/31/2010	3/30/2010
13	DD Form 2630-3		SuR Second S/W Release - Actuals	10/5/2010	12/5/2010	10/5/2010	12/5/2010
14	DD Form 2630-3		SuR S/W Final Report	9/30/2012	11/30/2012	9/30/2013	11/30/2013
15	DD Form 2630-2		FCR First S/W Release - Estimate	1/3/2008	3/3/2008	1/3/2008	3/3/2008
16	DD Form 2630-3		FCR First S/W Release - Actuals	11/29/2009	1/29/2010	11/29/2009	1/29/2010
17	DD Form 2630-2		FCR Second S/W Release - Estimate	8/1/2009	8/1/2009	8/1/2009	8/1/2009
18	DD Form 2630-3		FCR Second S/W Release - Actuals	8/30/2010	10/30/2010	8/30/2010	10/30/2010
19	DD Form 2630-2		FCR Third S/W Release - Estimate	8/30/2010	10/30/2010	8/30/2010	10/30/2010
20	DD Form 2630-3		FCR Third S/W Release - Actuals	2/28/2011	4/29/2011	2/28/2011	4/29/2011
21	DD Form 2630-3		FCR S/W Final Report	9/30/2012	11/30/2012	9/30/2013	11/30/2013
22	DD Form 2630-2		PS First S/W Release - Estimate	8/13/2008	10/13/2008	8/13/2008	10/13/2008
23	DD Form 2630-3		PS First S/W Release - Actuals	9/23/2009	11/23/2009	9/23/2009	11/23/2009
24	DD Form 2630-2		PS Second S/W Release - Estimate	12/12/2009	2/12/2010	12/12/2009	2/12/2010
25	DD Form 2630-3		PS Second S/W Release - Actuals	12/14/2010	2/14/2011	12/14/2010	2/14/2011
26	DD Form 2630-3		PS S/W Final Report	9/30/2012	11/30/2012	9/30/2013	11/30/2013
27	DD Form 2630-3		Final Report - Total Program	9/30/2012	11/30/2012	9/30/2013	11/30/2013
1	DD Forms 1921, 1921-1 (Part 1)	Subcontractor- Northrop Grumman	Initial Submission	2/28/2007	4/30/2007	2/28/2007	4/30/2007
2	DD Forms 1921, 1921-1 (Part 1)		Preliminary Design Review	2/28/2008	4/30/2008	2/28/2008	4/30/2008
3	DD Forms 1921, 1921-1 (Part 1)		Critical Design Review	2/28/2009	4/30/2009	2/28/2009	4/30/2009
4	DD Forms 1921, 1921-1 (Part 1)		Annual Submission	2/28/2010	4/30/2010	12/31/2009	2/28/2010
5	DD Forms 1921, 1921-1 (Part 1)		Annual Submission	2/28/2011	4/30/2011	12/31/2010	2/28/2011
6	DD Forms 1921, 1921-1 (Part 1)		Annual Submission	2/28/2012	4/30/2012	12/31/2011	2/28/2012
7	DD Forms 1921, 1921-1 (Part 1)		Annual Submission	New	New	12/31/2012	2/28/2013
8	DD Forms 1921, 1921-1 (Part 1)		Final Report	9/30/2012	11/30/2012	9/30/2013	11/30/2013
9	DD Form 2630-2		MS S/W Initial Estimate	2/28/2007	4/30/2007	2/28/2007	4/30/2007
10	DD Form 2630-2		MS S/W First Release - Estimate	8/13/2008	10/13/2008	8/13/2008	10/13/2008
11	DD Form 2630-3		MS S/W First Release - Actuals	9/23/2009	11/23/2009	9/23/2009	11/23/2009
12	DD Form 2630-2		MS S/W Second Release - Estimate	12/12/2009	2/12/2010	12/12/2009	2/12/2010
13	DD Form 2630-3		MS S/W Second Release - Actuals	12/14/2010	2/14/2011	12/14/2010	2/14/2011
14	DD Form 2630-3		MS S/W Final Report	9/30/2012	11/30/2012	9/30/2013	11/30/2013
1	DD Forms 1921, 1921-1 (Part 1 & 2)	Subcontractor- TCOM	Initial Submission	2/28/2007	4/30/2007	2/28/2007	4/30/2007
2	DD Forms 1921, 1921-1 (Part 1 & 2)		Preliminary Design Review	2/28/2008	4/30/2008	2/28/2008	4/30/2008
3	DD Forms 1921, 1921-1 (Part 1 & 2)		Critical Design Review	2/28/2009	4/30/2009	2/28/2009	4/30/2009
4	DD Forms 1921, 1921-1 (Part 1 & 2)		Annual Submission	2/28/2010	4/30/2010	12/31/2009	2/28/2010
5	DD Forms 1921, 1921-1 (Part 1 & 2)		Annual Submission	2/28/2011	4/30/2011	12/31/2010	2/28/2011
6	DD Forms 1921, 1921-1 (Part 1 & 2)		Annual Submission	2/28/2012	4/30/2012	12/31/2011	2/28/2012
7	DD Forms 1921, 1921-1 (Part 1 & 2)		Annual Submission	New	New	12/31/2012	2/28/2013
8	DD Forms 1921, 1921-1 (Part 1 & 2)		Final Report associated with the Final delivery of all completed units	9/30/2012	11/30/2012	9/30/2013	11/30/2013
9	DD Form 2630-2		Initial Submission	2/28/2007	4/30/2007	2/28/2007	4/30/2007
10	DD Form 2630-3		Platform S/W Release	10/14/2009	12/14/2009	10/14/2009	12/14/2009
11	DD Form 2630-3		Final Report	9/30/2012	11/30/2012	9/30/2013	11/30/2013

002316

Indicates Report was previously submitted and approved

Indicates change from current approved CSDR Plans

NOTE: Major changes are addition of 1 Annual Submission for the Prime and Subs (3 Total) and revision of submission dates for all Post-COR Annual Submissions to reflect 1 year from actual COR of Dec 08

DRAFT as of 12 Feb 09

CONTRACT DATA REQUIREMENTS LIST (1 Data Item)						Form Approved OMB No. 0704-0188		
<small>Please provide details for this collection of information in accordance to average 170 hours per response, including the time for gathering information, analyzing existing data sources, gathering and reviewing the data needed, and summarizing and reporting the contents of information. Send requests regarding this burden collection or any other aspect of this collection of information, including instructions for reducing this burden, to Department of Defense, Washington Headquarters Service, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DO NOT RETURN your form to either of these addresses. Send completed form to the Department of Defense Contract Management Office for Systems/PM, 4800 Rte 10, Ft. Belvoir, VA 22060.</small>								
A. CONTRACT LINE ITEM NO.		B. EXHIBIT		C. CATEGORY:				
18		A		TDP TM OTHER X				
D. SYSTEM/ITEM			E. CONTRACT/PR NO.		F. CONTRACTOR			
JLENS SDD			DASG60-98-C-0001		Raytheon			
1. DATA ITEM NO.	2. TITLE OF DATA ITEM				3. SUBTITLE			
B001	Records of Meeting/Minutes Report				Program, Design and Test Readiness Reviews			
4. AUTHORITY (Data Acquisition Document No.)			5. CONTRACT REFERENCE			6. REQUIRING OFFICE		
DI-ADMN-81505			SOW para 2.3, 3.7.7.1, 3.7.7.2, 3.7.7.3, 3.12.1, 5.1			SFAE-MSLS-CMDS-PM-SA-AM		
7. DO SIG REQ	8. DIST STATEMENT REQUIRED	10. FREQUENCY	11. DATE OF FIRST SUBMISSION		14. DISTRIBUTION			
LT	F	SEE 16	SEE 16					
9. APP CODE	11. AS OF DATE	12. DATE OF SUBSEQUENT SUBMISSION	13. ADDRESS	13. DATE OF SUBSEQUENT SUBMISSION	a. ADDRESSEE	b. COPIES		
A	N/A	SEE 16		SEE 16	SFAE-MSLS-CMDS-PE-CM	Draft	Final	
						Orig	Repr	Repr
10. REMARKS:								
<p>Blk 9: Distribution F: Further dissemination only as directed by the Cruise Missile Defense Systems Project Office, SFAE-MSLS-CMDS-PE-CM, Redstone Arsenal, AL 35898-6000, 24 March 2000.</p> <p>Blk 8,10,12&amp;13: The contractor shall submit presented material within 7 days after meeting completion. The classified material shall be submitted separately from the unclassified material. The Government will provide approval/disapproval 5 days after receipt. The contractor shall resubmit corrected version 5 days after receipt of Government comments.</p> <p>The contractor shall submit minutes of meetings, attendees, and action items within 7 days after meeting. The minutes shall include action items (contractor and government), the person responsible, and required completion date. The classified material shall be submitted separately from the unclassified material. The Government will provide approval/disapproval 10 days after receipt. The contractor shall resubmit corrected version 10 days after receipt of Government comments.</p> <p>The contractor shall submit completed action item report within 10 days after completion of all action items. The Government will provide approval/disapproval 5 days after receipt. The contractor shall resubmit corrected version 5 days after receipt of Government comments. Contractor format is acceptable.</p> <p>The contractor shall submit a final entrance/exit criteria report 10 days after completion review exit criteria</p> <p>Delivery is required for APRs, Orbit, System, and Prime Item, Design and Readiness Reviews.</p> <p>Blk 14: Electronic delivery of this data item (AM) the SOW. Note: JLENS Product Office Data Management OPR at [redacted] and [redacted] when deliverable is placed in portal or repository. Label or transmittal must be signed electronically. The data item shall be delivered in pdf format or one or more of the MS Office documents.</p>								
15. TOTAL						1	1	1
G. PREPARED BY		H. DATE		I. DATE				
[redacted]		30 Aug 11		30 Aug 11				

17. PAGE GROUP

18. INSERTED TOTAL PAGES

INSERT

IN SECT. B

(b)(6)

002317

CONTRACT DATA REQUIREMENTS LIST (1 Data Item)						Form Approved OMB No. 0704-0188			
<small>PCMR reporting burden for this collection of information is estimated to average 140 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Service, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DO NOT RETURN your form to either of these addresses. Send completed form to the Department of Defense Acquisition Office for Contractors, 4815 Lees Ferry Road, Fort Belvoir, CO 80110.</small>									
A. CONTRACT LINE ITEM NO. <b>18</b>			B. EXHIBIT <b>A</b>		C. CATEGORY: TDP TM OTHER <b>X</b>				
D. SYSTEM/ITEM <b>JLENS SDD</b>			E. CONTRACT/PR NO. <b>DASG60-98-C-0001</b>		F. CONTRACTOR <b>Raytheon</b>				
1. DATA ITEM NO <b>B014</b>		2. TITLE OF DATA ITEM <b>Presentation Material</b>			3. SUBTITLE <b>Program, Design and Test Readiness Reviews</b>				
4. AUTHORITY (Data Acquisition Document No.) <b>DI-ADMN-81373</b>			5. CONTRACT REFERENCE <b>SOW para 2.3, 2.3.1, 3.5.6, 3.7.7.1, 3.7.7.2, 3.7.7.3, 3.7.9, 3.12.1, 5.1</b>		6. REQUIRING OFFICE <b>SFAE-MSLS-CMDS-TM-SE</b>				
7. DD 280 REQ <b>LT</b>	8. DRY STATEMENT REQUIRED <b>F</b>	10. FREQUENCY <b>ASREQ</b>	12. DATE OF FIRST SUBMISSION <b>SEE 16</b>		14. DISTRIBUTION				
9. APP CODE <b>A</b>		11. AB OF DATE <b>N/A</b>	13. DATE OF SUBSEQUENT SUBMISSION <b>SEE 16</b>		a. ADDRESSEE		b. COPIES		
<b>16. REMARKS:</b> Blk 8: The Government will provide approval/disapproval five days after receipt. The classified material shall be submitted separately from the unclassified material. The contractor shall resubmit corrected version five days after receipt of Government comments.  Blk 9: Distribution F: Further dissemination only as directed by the Cruise Missile Defense Systems Project Office, SFAE-MSLS-CMDS-PE-CM, Redstone Arsenal, AL 35898-5000, 24 March 2000.  Blk 12 & 13: The contractor shall develop and submit a detailed agenda 30 days prior to meetings. Briefing charts to be presented shall be delivered 15 days prior to the review.  For QPR charts the contractor shall develop and submit a detail agenda 14 days prior to meeting. QPR briefing charts to be presented shall be delivered 7 days prior to the review.  Delivery is required only for Annual, Orbit, System, and Prime Item, Design, Readiness Reviews.  The classified material shall be submitted separately from the unclassified material.  Contractor Format is acceptable.  Blk 14: Electronic delivery of this data item IAW the COMNAVJLENS Product Office Data Management QPR at [redacted] and [redacted] when deliverable is placed in portal or repository. Editor or transmitter must be signed electronically. The data item shall be delivered in one or more of the MS Office documents.					SFAE-MSLS-CMDS-PE-CM		0	1	0
					15. TOTAL		0	1	0
					G. PREPARED BY [redacted] DATE <b>30 Aug 11</b>				

17. PAGE GROUP

18. ESTIMATED TOTAL PRICE  
**INSERT**

**IN SECT. 8**

(b)(6)

002318

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

1. CONTRACT ID CODE: **V**      PAGE OF PAGES: **1** | **16**

2. AMENDMENT/MODIFICATION NO.: **P00240**      3. EFFECTIVE DATE: **28 SEP 11**      4. REQUISITION/PURCHASE REQ. NO.      5. PROJECT NO. (if applicable)

6. ISSUED BY: **USASMOCARSTRAT  
SMDG-RDC  
PO BOX 1500  
HUNTSVILLE AL 35807-3801**      CODE: **WB113M**      7. ADMINISTERED BY (If other than item 6): **DCMA RAYTHEON  
80 APPLE HILL DRIVE  
M/S T8PR2  
TEMPSBURY MA 01878**      CODE: **82205A**

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code): **RAYTHEON COMPANY  
360 LOWELL ST.  
ANDOVER MA 01810-4400**

9A. AMENDMENT OF SOLICITATION NO.      9B. DATED (SEE ITEM 11)

X 10A. MOD. OF CONTRACT/ORDER NO.: **DASG80-88-C-0001**      X 10B. DATED (SEE ITEM 13): **30-Jan-1998**

CODE: **05718**      FACILITY CODE

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer  is extended,  is not extended.

Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:  
 (a) By completing items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted;  
 or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (if required)  
**See Schedule**

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).

X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: **FAR 52.232-22, "Limitation of Funds" and FAR 43.103(a)(3), Mutual Agreement**

D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor  is not,  is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
 Modification Control Number: [REDACTED]  
 To incrementally fund SubCLIN 0017AA in the amount of \$250,000 to continue the [REDACTED] (b)(3)(A) Debris Study; to revise Section H, Key Personnel, to change the [REDACTED] to revise Section J, List of Documents, (i)&Title Exhibits, and Other Attachments, to incorporate one (1) no cost Engineering Change Proposal (ECP) and to incorporate a revised Statement of Work (SOW) at no additional cost to the government to delete the dates in Paragraph 5.3; and to provide incremental funding for SubCLIN 10 Sec 130 (a)(b) 0017AA in the amount of \$3,171,491.26.

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

15A. NAME AND TITLE OF SIGNER (Type or print) [REDACTED]      16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) [REDACTED] (b)(6)

15B. [REDACTED]      15C. DATE SIGNED: **9/28/11**      16B. [REDACTED]      16C. DATE SIGNED: **28 Sep 11** (b)(6)

(Signature of Contracting Officer)

002319

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION A - SOLICITATION/CONTRACT FORM

The total cost of this contract was increased by \$250,000.00 from \$1,812,802,018.00 to \$1,813,052,018.00.

The following have been added by full text:

PURPOSE

SubCLIN 0017AA is hereby modified to provide funding in the amount of \$250,000 to continue with the [REDACTED] [REDACTED] The results of the trade study are due March 31, 2012. The contractor will establish a separate control account for this effort and, in accordance with FAR 52.232-20, "Limitation of Cost," notify the Contracting Officer in writing whenever they expect to incur costs in support of this effort in the next sixty (60) days that, when added to all costs previously incurred, will exceed seventy-five (75) percent of the target cost [REDACTED] Upon receipt of this notice, the Government will make a determination regarding how to proceed.

(b)(3)(A)  
(i)&Title  
10 Sec 130  
(a)(b)  
(b)(4)

The trade study shall address the following areas:

**Statement of Objectives:**

In FY08-FY09, the [REDACTED] funded the USA JLENS office to conduct a study of potential JLENS [REDACTED] [REDACTED] The effort assessed both technical feasibility and provided suggested operational concepts that would be consistent and complementary (minimally disruptive) with already planned JLENS operational constructs. The Army JLENS study assessed:

(b)(3)(A)  
(i)&Title  
10 Sec  
130 (a)(b)

- 1) For the [REDACTED]
  - a. Contributions of JLENS system to assess whether [REDACTED] This [REDACTED] involved the potential exploitation of data prior to intercept, after intercept, or both
  - b. Ability of JLENS system to contribute to directing a [REDACTED]
  - c. Ability of JLENS system to determine if there is any militarily-significant [REDACTED]
- 2) For the Force Protection Mission Area, the study addressed
  - a. The ability of JLENS to contribute to [REDACTED] The study addressed CONOPS [REDACTED] where JLENS may be able to measure some form [REDACTED]
- 3) The study recommended key next steps for additional data collect and demonstrations.

(b)(3)(A)  
(i)&Title  
10 Sec 130  
(a)(b)  
(b)(3)(A)  
(i)&Title  
10 Sec  
130 (a)  
(b)  
(b)(3)  
(A)  
(i)&Title  
10 Sec  
130 (a)  
(b)

002320

In FY10-FY11, [redacted] funded the Army JLENS office to conduct a study [redacted] JLENS Surveillance System [redacted]

The results of this study provided evidenced to move forward with a non-interference data collection effort during JLENS testing at the [redacted]

**FY12 Tasks:**

1. The USA JLENS office will execute data collection project to demonstration the [redacted] [redacted] The effort will initially focus on recording stimulant release and other applicable field data, and [redacted] Up to 3 data collection events will be planned during the 6 month period at [redacted] or other locations as may provide sufficient data to compare to analytic work previously conducted. We are assuming that any JLENS participation would be "piggybacking" on these releases. In other words, treat these event as "targets of opportunity".

**Test/Demonstration Planning**

- Update plans as necessary to support a live demonstration with JLENS [redacted] or other sites
  - Generation of a JLENS Test Plan to include a detailed description of the live demonstration to be performed [redacted] JLENS system configuration, data collection parameters and test reports
  - Participation in [redacted] and review meetings
  - Scheduling the [redacted] and required personnel for the [redacted] based on a non-interference basis with other [redacted]
  - Preparation and conduct of a pre-demonstration readiness brief
  - Collection of applicable radar data during the [redacted]
  - Generation of JLENS final test report

**FY12 Deliverables:**

- Support working group meetings with [redacted] working group technical meetings
- JLENS [redacted]
- JLENS [redacted]
- JLENS Final Report in March 2012
- Short monthly project financial and performance status reports via e-mail or telecom
- Security Plan if required, which describes methods to ensure appropriate protection of JLENS information

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

**SUBCLIN 0017AA**

The target cost has increased by [redacted] from [redacted] to \$1,446,225,870.00.

The target profit/fee has increased by [redacted] from [redacted] to \$129,077,701.00.

The total cost of this line item has increased by \$250,000.00 from \$1,575,053,571.00 to \$1,575,303,571.00.

(b)(4)

This includes an increase in target cost of [redacted] consisting of a [redacted] increase in cost and a [redacted] increase in facilities capital cost of money, and an increase in target fee of [redacted] which is [redacted] of target cost less facilities capital cost of money.

(b)(4)

**B-17. INCENTIVE FEE FOR SUBCLIN 0017AA/CLIN 0018 (SEE H-19):**

In accordance with FAR 52.216-7, entitled "Allowable Cost and Payments", and FAR 52.216-10, entitled "Incentive Fee", the total amount for reimbursement of cost and fee for performance under SubCLIN 0017AA/CLIN 0018 are set forth below:

002321

Target Cost [REDACTED]  
Target Fee [REDACTED]

Incentive Arrangement: Maximum Fee: [REDACTED]  
Minimum Fee: [REDACTED]

(b)(4)

(Share Ratio: Government/Contractor)

Underrun: [REDACTED] for the amount by which the total allowable cost is less than the target cost until maximum fee is attained.

(b)(3)(A)  
(i)&Title  
10 Sec 130  
(a)(b)

Overrun: [REDACTED] for the amount by which the total allowable cost exceeds the target cost until minimum fee is attained.

FAR 52.216-10, INCENTIVE, paragraph (e)(1), is stated as follows:

(e) Fee Payable.

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

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

**B-18. TARGET COST, TARGET FEE, MINIMUM INCENTIVE FEE, MAXIMUM INCENTIVE FEE, AND INCENTIVE ARRANGEMENT FOR SUBCLIN 0017AA/CLIN 0018:**

SUBCLIN 0017AA - (Two SDD JLENS Systems)

- a. Target cost: [REDACTED]
- b. Target fee: [REDACTED]
- c. Minimum incentive fee: [REDACTED]
- d. Maximum incentive fee: [REDACTED]
- e. Total target cost and target fee: \$1,575,303,571

(b)(4)

**SECTION G - CONTRACT ADMINISTRATION DATA**

**Accounting and Appropriation**

**Summary for the Payment Office**

As a result of this modification, the total funded amount for this document was increased by \$3,421,491.26 from \$1,742,286,390.62 to \$1,745,707,881.88.

**SUBCLIN 0017AA:**

LY: 21 0 2040 5L 5L68 P172419E555L 255Y 4M0J730000 S01021 4M0J730000/04MJLE/4M5 was increased by \$671,491.26 from \$264,135,933.26 to \$264,807,424.52

(b)(4)

Target Cost, Target Fee, and Total for the above increase of \$671,491.26 is distributed as follows and includes an increase in target cost of [REDACTED] of cost and [REDACTED] of facilities capital cost of money) and an increase in target incentive fee of [REDACTED] which is [REDACTED] of target cost less facilities capital cost of money.

002322

Target Cost	[REDACTED]
Target Fee	[REDACTED]
Total	\$671,491.26

MF: 21 1 2040 5L 5L68 P172419E555L 255Y 4M1J730000 S01021 4M1J730000/14MJLE/4M5 was increased by \$2,500,000.00 from \$265,662,809.00 to \$268,162,809.00

(b)(4)

Target Cost, Target Fee, and Total for the above increase of \$2,500,000 is distributed as follows and includes an increase in target cost of [REDACTED] of cost and [REDACTED] facilities capital cost of money) and an increase in target incentive fee of [REDACTED] which is [REDACTED] of target cost less facilities capital cost of money.

Target Cost	[REDACTED]
Target Fee	[REDACTED]
Total	\$2,500,000

MP: 21 1 2040 0000 36 2217 63330421500 255Y MIPR1MDATRB001 1HVR69 S01021 MIPR1MDATRB001/1HVR69/H was increased by \$250,000.00 from \$0.00 to \$250,000.00  
The contract ACRN MP has been added.

Target Cost, Target Fee, and Total for the above increase of \$250,000 is distributed as follows and includes an increase in target cost of [REDACTED] of cost and [REDACTED] facilities capital cost of money) and an increase in target incentive fee of [REDACTED] which is [REDACTED] of target cost less facilities capital cost of money.

(b)(4)

Target Cost	[REDACTED]
Target Fee	[REDACTED]
Total	\$250,000

(b)(4)

IMPLEMENTATION OF AND EXPLANATION OF THE RELATIONSHIP OF THE LIMITATION OF FUNDS (LOF) CLAUSE TO FEE OBLIGATIONS, subparagraph c., is revised to read as follows:

SUBCLIN 0017AA :

	<u>PRIOR</u>	<u>THIS MODIFICATION</u>	<u>CUMULATIVE TOTAL*</u>
(1) Amount Required for Full Funding, Including Fee:	\$1,575,053,571	\$ 250,000.00	\$ 1,575,303,571
(2) Amount Allotted Under the LOF Clause for Payment of Costs:	[REDACTED]	[REDACTED]	[REDACTED]
(3) Amount Separately Obligated for Payment of Fee:	[REDACTED]	[REDACTED]	[REDACTED]
(4) Total Amount Allotted and Obligated:	\$1,516,948,199.26	\$3,421,491.26	\$1,520,369,690.52
(5) Net Amount Required for Full Funding	\$ 58,105,371.74	(\$3,171,491.26)	\$ 54,933,880.48

(b)(4)

(b)(4)

\* These figures take into consideration the negotiated total value of SubCLIN 0017AA (This does not include SubCLIN 17AH)

5. SECTION H – SPECIAL CONTRACT REQUIREMENTS is revised as follows:

Paragraph H-14, KEY PERSONNEL, is revised as follows:

KEY PERSONNEL LIST:

<u>NAME</u>	<u>POSITION</u>
-------------	-----------------

002323

[Redacted]

(b)(6)  
(b)(6)

Paragraph H-19, INCENTIVE FEE STRUCTURE AND PAYMENT FOR CLIN 0017, SYSTEM DEVELOPMENT AND DEMONSTRATION (SDD), subparagraphs a. and b., are revised as follows:

a. General.

SubCLIN 0017AA, System Development and Demonstration (SDD), is a cost-plus-incentive-fee (CPIF) Line Item with cost and schedule incentives as described below. Paragraph H-19(b) applies only to the Cost Incentive and Paragraph H-19(c) applies only to the Schedule Incentive. The contract price amount of \$1,575,303,571 includes a target cost of [Redacted] (which includes [Redacted] of cost and [Redacted] of facilities capital cost of money) and a target incentive fee of [Redacted] which is [Redacted] of target cost less facilities capital cost of money.

(b)(4)

b. Cost Incentive.

(1) The target fee payable under SubCLIN 0017AA is [Redacted] of the target cost less facilities capital cost of money [Redacted] an amount equal to [Redacted]

(2) The maximum fee payable under SubCLIN 0017AA is [Redacted] of the target cost less facilities capital cost of money [Redacted] in amount equal to [Redacted]

(b)(4)

(3) The minimum fee payable under SubCLIN 0017AA [Redacted] of the target cost less facilities capital cost of money [Redacted] an amount equal to [Redacted]

(4) Fee will be adjusted for actual cost that is less than or more than the target cost stated above using a share ratio of [Redacted] Government / [Redacted] Contractor for actual costs less than the target cost, and a ratio of [Redacted] Government / [Redacted] Contractor for actual costs greater than the target cost range applied according to Paragraph H-19(c)(1).

(5) Nothing stated in this clause shall take precedence over the clause S2.216-10 - Incentive Fee contained in this contract.

Paragraph H-19, INCENTIVE FEE STRUCTURE AND PAYMENT FOR CLIN 0017, SYSTEM DEVELOPMENT AND DEMONSTRATION (SDD), subparagraph c., is revised as follows (Note subparagraph c(2) regarding an additional incentive fee pool of [Redacted] associated with System Capability Reviews (SCRs) has been deleted):

(b)(4)

c. Schedule and Performance Incentive.

(1) [Redacted] will be established at the target cost value of [Redacted] with the conduct of milestones below. The "flat zone" over which the contractor will earn target fee is for eligible costs from [Redacted] to [Redacted] once the program milestones set forth below are conducted.

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

(a) [Redacted] of the maximum benefit of the "flat zone", earned by the conduct of the SDD System Functional Review NLT 2nd Quarter, Fiscal Year 2007. (It is hereby acknowledged by the government that Raytheon completed the requirement for this flat zone and earned the "Flat Zone" schedule incentive of [Redacted]) Final determination of incentive fee payment utilizing the "Flat Zone" amount will be made at the conclusion of the contract. [Redacted]

(b)(4)  
(b)(4)  
(b)(6)  
(b)(6)

(b) [Redacted] of the maximum benefit of the "flat zone", earned by the conduct of SDD Orbit Critical Design review NLT 2nd Quarter, Fiscal Year 2009. (It is hereby acknowledged by the government that Raytheon completed the requirement for this flat zone and earned the "Flat Zone" schedule incentive of \$ [Redacted]) Final determination of incentive fee payment utilizing the "Flat Zone" amount will be made at the conclusion of the

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

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contract. Reference letter, dated 12 January 2009, from [REDACTED]

(b)(6)

(3) For Earned Value and cost reporting purposes, the target cost value of [REDACTED] will be used.

(b)(4)

d. Changes issued under FAR 52.243-2, Changes - Cost Reimbursement

In the event of a change issued under FAR 52.243-2, Changes - Cost Reimbursement, it is agreed that changes to the performance and schedule incentive may be considered a part of the equitable adjustment. In the event that any Options to CLIN 0017 are added and exercised, the incentive fee for cost and schedule/performance applicable to the Option will be incorporated in accordance with the incentive fee structure of this provision.

6. SECTION J - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

The following has been revised to reflect an update to CLIN 0017, JLENS SDD Program Statement of Work and CLIN 0017, Contract Data Requirements List (DD Form 1423) and to delete CLIN 0017, Performance Incentive Fee Criteria/Evidence, undated and consisting of eight (8) pages:

<u>TITLE</u>	<u>DATE</u>	<u># OF PAGES</u>	
Contract Security Classification Specification (DD Form 254), Revision 13 (Added per Modification P00235)	14 Apr 11	13	
JLENS Software Source Code Specifically Negotiated License, License Number JLENS-SWLA-01 (Added per Modification P00166)	04 Sep 08	8	
<u>CLIN 0017:</u> JLENS System Development and Demonstration (SDD) Program Statement of Work (Revised by Incorporating CSDR Plans dated 20 Febr 2007 in Appendix C per Modification P00136)	30 Nov 06 - Revised 20 Feb 07	37	
JLENS System Development and Demonstration (SDD) Program Statement of Work (Added per Modification P00187)	Revised 06 Apr 09	38	
JLENS System Development and Demonstration (SDD) Program Statement of Work, Revision 2 (Added per Modification P00207)	Revised 09 Mar 10	36	
JLENS System Development and Demonstration (SDD) Program Statement of Work, Revision 3 (Added per Modification P00239)	Revised 01 Sep 11	36	
JLENS System Development and Demonstration (SDD) Program Statement of Work (Added per Modification P00240)	Revised 26 Sep 11	36	
[REDACTED]	March 08	1	(b)(3)(A) (i)&Title 10 Sec 130 (a)(b)
Contract Data Requirements List (DD Form 1423) Exhibit A with Distribution List & Data Item	01 Dec 06	63	

002325

Nos. B001 through B062 (Replace Data Item Nos. B026 and B027, only Per Modification P00136)	Revised 05 Apr 07	
(Replace Data Item Nos. B048 and B049, only Per Modification P00143 & to add statement in Section A of Modification P00143)	Revised 24 Oct 07	
(Replace Data Item No. B033 only, per Modification P00161)	Revised 11 Jul 08	1
Contract Data Requirements List (DD Form 1423) Exhibit A, Data Item Nos. B001 and B014 (Added per Modification P00187)	Revised 07 May 09	2
Contract Data Requirements List (DD Form 1423) Exhibit A, Data Item Nos. B002 through B062 (less B014 ) (Added per Modification P00187)	Revised 20 Mar 09	60
Contract Data Requirements List (DD Form 1423) Exhibit A, Data Item Nos. B001 and B014 (Added per Modification P00239)	Revised 30 Aug 11	2

\*Added statement below to address weekends/Holidays: 24 October 07  
(In Mod P00143)

\*Per a mutual agreement between Raytheon and JLENS Product Office all Contract Data Requirements List (CDRL's) (DD Form 1423) are due on the next business day after the required due date if the due date falls on Saturday, Sunday or a Government Holiday. In addition, for any CDRL with a requirement to resubmit within 10 days or less after receipt of comments, where Raytheon receives the comments on a Friday, the timeframe for resubmittal will begin on the next business day. Statement added in Mod P00143 on 24 Oct. 2007.

GFE/GFP/GFS List for SDD	28 Nov 06	2
Replaced with Rev. B List	15 Oct 07	6
**Add items below	Revised 22 Oct 07	
For record-keeping purposes (Per Mod P00143)		
Replaced with Revision C List (Per Modification P00183)	09 Mar 09	12
Replaced with Revision D List (Per Modification P00207)	23 Feb 10	11

\*\*Per the [REDACTED] Raytheon is authorized rent free use on a non-interference use of the equipment listed below for utilization on JLENS Fire Control Radar Prime Contract DASG60-98-C-0001 for the period from 19 April 2007 through 30 September 2011.

(b)(3)(A)  
(i)&Title 10  
Sec 130 (a)(b)

[REDACTED]

(b)(3)(A)  
(i)&Title 10  
Sec 130 (a)  
(b)

[REDACTED]

[REDACTED]

(b)(3)(A)  
(i)&Title  
10 Sec 130  
(a)(b)

002326

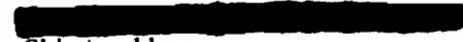


(b)(3)(A)  
(i)&Title  
10 Sec  
130 (a)(b)

Hereby added in Mod P00148 for tracking purposes:

Originated in Basic Contract:

Government Furnished Equipment - Spiral 1	20 Jun 03	1 List
(Spiral 1 Equipment Transferred to Government	25 Mar 07*	34 pages
Contract DASG60-00-C-0091, DD Form 1149 (attached)	(Revised 21 Nov 07)*	34 pages



Ship to address:

(b)(6)



(b)(3)(A)(i)&Title 10 Sec 130 (a)(b)

\*NOTE: Items 1-1060 transferred to Contract DASG60-00-C-0091 per revised GFE list dated 21 Nov 07. Items 1061 – 1116 GFE items retained on Contract DASG60-98-C-0001 for Spiral 2 per GFE list dated 25 Mar 07.

JLENS Performance Specification, MIS-PRF-55628, Revision A (Added by reference per Modification P00168)	27 Jun 08	136
Annex A to the JLENS Performance Specification, MIS-PRF-55628, Revision A (Added by reference per Modification P00168)	27 Jun 08	10
JLENS SDD DD250 Plan (Added per Modification P00207)	11 Dec 09	5
Engineering Change Proposal (ECP) MI-N3893, Revision 2, CDRL B039-005b	15 Nov 10	15
Engineering Change Proposal (ECP) MI-N3894, CDRL B039-006	18 Aug 10	16
Engineering Change Proposal (ECP) MI-N3895, CDRL B039-007	28 Sep 10	50
Engineering Change Proposal (ECP) JL1359 (Added per Modification P00240)	20 Jun 11	7

CLINs 0023 and 00024

JLENS Simulation Support SOW dated 28 January 2008	28 January 2008	2 pages
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Simulation Support Tasks  
(Added per Mod P00160)

(b)(3)(A)(i)&Title 10  
Sec 130 (a)(b)

CLIN 0025

JLENS Integrated Fire Control Demonstration Program Statement of Work, Revision 5 (Added per Modification P00211)	14 Sep 09	3
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JLENS Integrated Fire Control Demonstration Program Program and Technical Clarification Description, incorporated herein by reference (Added per Modification P00211)	30 Mar 10	26
Contract Data Requirements List (DD Form 1423) Exhibit B, Data Items Nos. B001 through B004, with Data Item Descriptions (Added per Modification P00165)	16 Oct 07	19
Contract Data Requirements List (DD Form 1423), CLIN 0028, Exhibit B, Data Item Nos. B001 through B006 (Added per Modification P00211)	16 Jun 10	6
<u>CLIN 0027</u>		
JLENS System Integration Lab (SIL) Equipment List (Added per Modification P00196)	Undated	6
Revision to System Integration Lab (SIL) Equipment List (Added per Modification P00217)	02 Aug 10	6

7. The following is an update to Modification P00239 showing a summary of funding by ACRN through Modification P00240:

<u>ACRN</u>	<u>FUNDING</u>
AA	440,100.00
AB	2,298,235.00
AC	17,832,987.00
AD	0.00
AE	7,500,000.00
AF	3,300,000.00
AG	17,192,400.00
AH	700,000.00
AJ	200,000.00
AK	85,000.00
AL	45,000.00
AM	17,045,000.00
AN	5,800.00
AP	20,779,000.00
AQ	105,000.00
AR	35,000.00
AS	0.00
AT	6,984,678.52
AU	7,970,000.00
AV	0.00
AW	100,000.00

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AX	3,396,000.00
AY	550,000.00
AZ	19,412,000.00
BA	24,527,878.00
BB	146,000.00
BC	72,000.00
BD	85,000.00
BE	100,000.00
BF	100,000.00
BG	1,975,321.00
BH	38,018,908.00
BJ	7,896,673.34
BK	260,000.00
BL	0.00
BM	125,000.00
BN	103,000.00
BP	10,199,288.50
BU	350,000.00
BV	9,000.00
BW	84,896,852.00
BX	1,146,000.00
BY	3,880,000.00
BZ	190,000.00
KL	118,250.00
KM	192,793,000.00
KN	0.00
KQ	92,811.00
KR	0.00
KS	0.00
KT	386,377,998.00
KU	2,203,183.00
KV	65,000.00
KW	20,000.00
KX	60,000.00
KY	25,000.00
KZ	25,000.00
LA	13,508.00
LB	12,500.00
LC	200,000.00
LD	7,943,648.00
LE	1,173,850.00
LF	10,000.00
LG	62,000.00
LH	400,000.00
LJ	7,476.00
LK	\$281,575,897.00
LL	\$173,798.00
LM	\$1,410,376.00
LN	\$630,061.00
LP	\$83,200.00

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LQ	\$235,566.00
LR	\$125,000.00
LS	\$6,069,616.00
LT	\$530,377.00
LU	\$9,100,000.00
LV	\$1,957,265.00
LW	\$255,567.00
LX	\$68,000.00
LY	<b>\$264,807,424.52</b>
LZ	\$1,751,384.00
MA	\$2,982,442.00
MB	\$375,000.00
MC	\$2,283,481.00
MD	\$8,573.00
ME	\$0.00
MF	<b>\$268,162,809.00</b>
MG	\$6,262,095.00
MH	\$213,390.00
MJ	\$858,495.00
MK	\$56,076.00
ML	\$116,044.00
MM	\$1,618,600.00
MN	\$2,087,000.00
MP	<b>\$250,000.00</b>

8. The following is an update to Modification P00239 showing a summary of funding by CLIN by ACRN through Modification P00240:

<u>CLIN</u>	<u>ACRN</u>	<u>FUNDING AMT</u>	<u>CLIN TOTAL</u>
CLIN 0001	AA	440,100.00	
CLIN 0001	AD	0.00	
			<u>440,100.00</u>
CLIN 0003	AB	2,298,235.00	
CLIN 0003	AC	17,832,987.00	
CLIN 0003	AD	0.00	
CLIN 0003	AE	7,500,000.00	
CLIN 0003	AF	3,300,000.00	
CLIN 0003	AG	17,192,400.00	
CLIN 0003	AH	700,000.00	
CLIN 0003	AM	17,045,000.00	
CLIN 0003	AN	5,800.00	
CLIN 0003	AP	20,779,000.00	
CLIN 0003	AS	0.00	
CLIN 0003	AT	6,984,678.52	
CLIN 0003	AW	100,000.00	
CLIN 0003	AY	550,000.00	

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			<u>94,288,100.52</u>
CLIN 0005	BA	24,527,878.00	
CLIN 0005	BB	146,000.00	
CLIN 0005	BC	72,000.00	
CLIN 0005	BD	85,000.00	
CLIN 0005	BE	100,000.00	
CLIN 0005	BF	100,000.00	
CLIN 0005	BG	1,975,321.00	
CLIN 0005	BH	38,018,908.00	
CLIN 0005	BL	0.00	
CLIN 0005	BZ	0.00	
			<u>65,025,107.00</u>
CLIN 0007AA	BP	10,199,288.50	
			<u>10,199,288.50</u>
CLIN 0009AA	AQ	45,106.00	
CLIN 0009AA	AV	0.00	
CLIN 0009AA	BK	256,545.00	
CLIN 0009AA	BM	125,000.00	
CLIN 0009AA	BN	21,315.00	
			<u>447,966.00</u>
CLIN 0009AB	AJ	200,000.00	
CLIN 0009AB	AK	85,000.00	
CLIN 0009AB	AL	45,000.00	
CLIN 0009AB	AQ	59,894.00	
CLIN 0009AB	AR	35,000.00	
CLIN 0009AB	BK	3,455.00	
CLIN 0009AB	BN	81,685.00	
CLIN 0009AB	BU	350,000.00	
CLIN 0009AB	BV	9,000.00	
			<u>869,034.00</u>
CLIN 0013	AU	7,970,000.00	
CLIN 0013	AX	3,396,000.00	
CLIN 0013	AY	0.00	
CLIN 0013	AZ	19,412,000.00	
CLIN 0013	BJ	7,896,673.34	
			<u>38,674,673.34</u>
CLIN 0017	BW	0.00	
CLIN 0017	KM	0.00	
			<u>0.00</u>

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CLIN 0017AA	BY	3,880,000.00	
CLIN 0017AA	BX	1,146,000.00	
CLIN 0017AA	BW	84,896,852.00	
CLIN 0017AA	BZ	0.00	
CLIN 0017AA	KM	192,793,000.00	
CLIN 0017AA	KN	0.00	
CLIN 0017AA	KQ	66,151.00	
CLIN 0017AA	KS	0.00	
CLIN 0017AA	KT	386,204,200.00	
CLIN 0017AA	KU	2,203,183.00	
CLIN 0017AA	KY	0.00	
CLIN 0017AA	LC	200,000.00	
CLIN 0017AA	LD	7,943,648.00	
CLIN 0017AA	LE	0.00	
CLIN 0017AA	LH	400,000.00	
CLIN 0017AA	LJ	7,476.00	
CLIN 0017AA	LK	281,575,897.00	
CLIN 0017AA	LQ	235,566.00	
CLIN 0017AA	LS	6,069,616.00	
CLIN 0017AA	LT	530,377.00	
CLIN 0017AA	LU	\$9,100,000.00	
CLIN 0017AA	LV	\$1,957,265.00	
CLIN 0017AA	LW	\$255,567.00	
CLIN 0017AA	LX	\$68,000.00	
<b>CLIN 0017AA</b>	<b>LY</b>	<b>\$264,807,424.52</b>	
CLIN 0017AA	MB	\$375,000.00	
CLIN 0017AA	MC	\$2,283,481.00	
CLIN 0017AA	MD	\$8,573.00	
CLIN 0017AA	ME	\$0.00	
<b>CLIN 0017AA</b>	<b>MF</b>	<b>\$268,162,809.00</b>	
CLIN 0017AA	MH	\$213,390.00	
CLIN 0017AA	MJ	\$858,495.00	
CLIN 0017AA	MK	\$56,076.00	
CLIN 0017AA	ML	\$116,044.00	
CLIN 0017AA	MM	\$1,618,600.00	
CLIN 0017AA	MN	\$2,087,000.00	
<b>CLIN 0017AA</b>	<b>MP</b>	<b>\$250,000.00</b>	
			<b>1,520,369,690.52</b>
CLIN 0017AB	KL	118,250.00	
			<b>118,250.00</b>

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CLIN 0017AC	BZ	190,000.00	<u>190,000.00</u>
CLIN 0017AD	KN	0.00	
CLIN 0017AD	KS	0.00	<u>0.00</u>
CLIN 0017AE	LL	173,798.00	173,798.00
CLIN 0017AH	KT	173,798.00	<u>173,798.00</u>
CLIN 0020AA	KN	0.00	
CLIN 0020AA	KQ	26,660.00	<u>26,660.00</u>
CLIN 0021AA	KW	0.00	<u>0.00</u>
CLIN 0021AB	KV	0.00	
CLIN 0021AB	LB	0.00	
CLIN 0021AB	KX	0.00	
CLIN 0021AB	KY	0.00	<u>0.00</u>
CLIN 0021AC	KZ	0.00	
CLIN 0021AC	LA	0.00	<u>0.00</u>
CLIN 0022	KW	0.00	<u>0.00</u>
CLIN 0023	KX	60,000.00	
CLIN 0023	KY	25,000.00	
CLIN 0023	KV	65,000.00	
CLIN 0023	LB	12,500.00	
CLIN 0023	LF	10,000.00	
CLIN 0023	LR	\$125,000.00	<u>297,500.00</u>
CLIN 0024	LA	13,508.00	
CLIN 0024	LG	62,000.00	
CLIN 0024	KZ	25,000.00	
CLIN 0024	KW	20,000.00	
CLIN 0024	LP	83,200.00	<u>83,200.00</u>

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			<u>203,708.00</u>
CLIN 0025	LE	1,173,850.00	
CLIN 0025	LM	1,080,404.00	
			<u>2,254,254.00</u>
CLIN 0025	MA	0.00	
			<u>630,061.00</u>
CLIN 0026	LN	630,061.00	
			<u>1,751,384.00</u>
CLIN 0027	LZ	1,751,384.00	
			<u>329,972.00</u>
CLIN 0028	LM	329,972.00	
CLIN 0028	MA	2,982,442.00	
CLIN 0028	MG	6,262,095.00	
			<u>9,574,509.00</u>

(End of Summary of Changes)

002334

# JOINT LAND ATTACK CRUISE MISSILE DEFENSE ELEVATED NETTED SENSOR SYSTEM (JLENS)



## SYSTEM DEVELOPMENT AND DEMONSTRATION (SDD) PROGRAM

### STATEMENT OF WORK SW-JLENS-SDD-2011

26 September 2011

**Contract Line Item Number 0017AA**

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# 1 INTRODUCTION

## 1.1 Objectives

The primary objective of the JLENS System Development and Demonstration (SDD) Program is to provide an [REDACTED]

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(i)&Title 10  
Sec 130 (a)  
(b)

[REDACTED] The JLENS SDD Program is for the design, development, procurement, fabrication, integration, testing and delivery of two JLENS Orbits.

## 1.2 System Description

The JLENS Orbit is a dual aerostat-based surveillance and fire control sensor system. The surveillance system and the fire control system together make up an Orbit, although each are capable of operating as part of the Orbit or autonomously. The surveillance system consists of the surveillance radar, Communication and Processing Group (CPG) and platform. The fire control system consists of the fire control radar, CPG and platform. The Surveillance Radar (SuR) performs long-range 360 degree detection and tracking, while the [REDACTED]

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(a)(b)

[REDACTED] The CPG serves as the JLENS data and signal processing, communications and aerostat flight control center. The platform consists of an aerostat, Mobile Mooring Station (MMS), ground support equipment (power conversion module, cable storage module and weather equipment) and tether. The aerostat carries the radar payloads to altitude. The MMS anchors, launches and recovers the aerostat. The powered, fiber-optic tether connects the MMS to the aerostat, furnishes power to the payloads and is used to pass data between the processing station and the aerostat. The communication subsystem (part of the CPG) is the means for movement of internal and external data. [REDACTED]

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(a)(b)

[REDACTED] In addition, JLENS will contribute [REDACTED]  
[REDACTED]  
[REDACTED]

## 1.3 Scope

This Statement of Work (SOW) defines the requirements for the JLENS SDD Program. Technical requirements are contained in the JLENS System Performance Specification (MIS-PRF-55628). The contractor shall design, develop, procure, fabricate, integrate, test and deliver two JLENS Orbits that meet the requirements of this SOW and MIS-PRF-55628. Only one Orbit will be deployable at the end of the SDD Program. A second set of full spares & refurbishment of the second Orbit after climatic, E3 and transport testing is not required.

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#### **1.4 Integrated Product Teams (IPTs)**

The JLENS Orbit shall be developed using a partnership between the Government and industry. The IPTs shall be the basis of that partnership. The contractor shall implement IPTs as an integral part of the JLENS SDD Program. The IPT structure developed shall follow the Contract Work Breakdown Structure (CWBS). The contractor shall be an integral member of Government IPTs and the Government will be an integral member of contractor IPTs. All contractor IPT documents shall be made available to the Government IPT members. The contractor shall develop an IPT plan to include charters for all contractor IPTs and sub-IPTs, membership of each IPT and sub-IPT, methodology for Government interaction, communication plan, schedule of meetings and make the plan available electronically to all IPT Government/contractor members. All IPT charters shall be approved by the Government as part of the Program Management Plan. The IPT or sub-IPT charters shall detail the roles, responsibilities and authority of its respective IPT or sub-IPT members, both contractor and Government.

## **2 INTEGRATED PROGRAM MANAGEMENT**

#### **2.1 Integrated Cost, Schedule, and Technical Performance Management**

The contractor shall utilize their internal performance management system to plan, schedule, budget, monitor, manage and report cost, schedule and technical status applicable to the contract. The contractor's internal performance management system shall serve as the single, formal, integrated system that meets both the contractor's internal management requirements and the requirements of the Government for timely, reliable and auditable performance information. The contractor's system shall satisfy the industry standards delineated in ANSI/EIA-748-1998. The contractor's system shall meet the guidelines and be maintained in accordance with the requirements of the revised Department of Defense (DoD) Earned Value Management (EVM) Policy issued by the DoD Under Secretary of Defense, Acquisition, Technology and Logistics. The contractor shall flow down EVM and reporting requirements to major subcontractors and Intra-Organizational Transfers (IOT) that, based on risk, schedule criticality and dollar value, have the potential to impact the successful completion of the program. The contractor shall relate technical accomplishment with cost and schedule accomplishment in contract performance reports and at IPT meetings/integrated program reviews. The contractor shall develop a Program Management Plan In Accordance With (IAW) DI-MGMT-80004. **(Contract Data Requirements List (CDRL) B052)**

#### **2.2 Meetings and Reviews - Contractor Internal**

The contractor shall identify, conduct, support, attend, document reviews and make assessments by which the degree of completion of technical and programmatic efforts related to major schedule

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milestones can be made. The contractor shall notify and invite the Government to all such contractor and subcontractor reviews in a timely manner.

### **2.3 Meetings and Reviews - Contractor/Government**

The contractor shall conduct quarterly program reviews. The program reviews shall address technical performance, risk and risk management, cost, software indicators and corrective actions, technical and schedule progress, program status, staffing and issues that could affect program execution. The contractor shall relate technical accomplishment to cost and schedule using earned value and the Integrated Master Schedule during program reviews. The contractor shall conduct program management level reviews at the request of the JLENS Product Manager. The contractor shall develop presentation material IAW DI-ADMN-81373 and meeting minutes and reports IAW DI-ADMN-81505.

**(CDRLs B014 and B001)**

#### **2.3.1 Integrated Baseline Review (IBR)**

The contractor shall develop and maintain a comprehensive performance measurement baseline and support a Government led IBR. The contractor shall maintain baseline integrity and risk identification. The IBR will be conducted within ninety (90) days after definitization of the contract, exercise of options and major modifications as directed by the Government. The contractor shall flow-down the IBR requirement to those subcontractors that exceed the EVMS threshold (\$50M) on cost-type subcontracts. The contractor shall lead the subcontractor and IOT IBRs with active participation from the Government. **(CDRL B014 and B001)**

### **2.4 Integrated Master Plan (IMP) / Integrated Master Schedule (IMS)**

The contractor shall develop and maintain an IMP / IMS IAW DI-MGMT-81650 that reflects key events/milestones, critical path, current status and completion forecasts. The contractor shall ensure that all activities are defined, resourced, controlled, scheduled, updated, monitored, reported and managed consistent with and supportive of the requirements set forth in this SOW. The contractor shall depict the overall structure of the program including the key processes, program events/milestones, significant accomplishments and activities as well as defining accomplishment criteria for each event in the IMP for the SDD Program. The IMP will serve as the basis for development of the IMS. The contractor shall develop a detailed IMS for the SDD Program consistent with the IMP, EVM, CWBS and CWBS Dictionary. The contractor shall logically link schedule tasks to reflect the manner in which the work is to be performed (including subcontractor/inter-organization transfer activities) resulting in the ability to analyze a critical path. **(CDRL B002)**

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## **2.5 Contract Work Breakdown Structure**

The contractor shall develop, implement and maintain a CWBS and CWBS Dictionary IAW DI-MGMT-81334 to the lowest level at which work is performed. The contractor shall use the CWBS as the primary framework for planning, monitoring, budgeting, controlling and reporting the status of program cost, schedules and technical performance. The contractor shall update the CWBS during the execution of the contract. The contractor shall submit justifications for proposed changes to CWBS. (CDRL B025)

## **2.6 Cost Reporting**

### **2.6.1 Integrated Program Management Reporting**

The contractor shall report EVM data. The contractor shall report to applicable CWBS elements. The contractor shall prepare a Contract Performance Report (CPR) IAW DI-MGMT-81466 and a Contract Funds Status Report (CFSR) IAW DI-MGMT-81468. The contractor shall reconcile the cost/schedule data elements in the CFSR with the CPR. The contractor shall provide a reconciliation of the CFSR and CPR as an addendum to the CPR. To maintain necessary visibility, the contractor shall report data separately on the CPR via the CWBS structure. (CDRLs B004 and B003)

### **2.6.2 Cost and Software Data Reporting**

The contractor shall prepare Contractor Cost Data Reports (CCDRs) and Software Resources Data Reports (SRDRs) in accordance with the JLENS Cost and Software Data Reporting Plan (CSDR) (Appendix C). These reports include Contract Data Summary Reports (DD Form 1921) IAW DI-FNCL-81565, Functional Cost Hour and Progress Report (DD Form 1921-1) IAW DI-FNCL-81566 and SRDR (DD Forms 2630-2,3) IAW DI-MISC-80508. The contractor may customize or tailor the DD Forms 2630-2,3 to be consistent with data it normally collects. The contractor shall propose the software measurement data within a Software Resources Data Collection Plan as part of the Software Development Plan. The contractor is responsible for flowing down the requirements of this paragraph to all subcontractors. (CCDR and CSDR Manuals are available from the Defense Cost and Resource Center (DCARC) website <http://dcarc.pae.osd.mil>.) (CDRL B026, B027, B048, B049)

### **2.6.3 Program Cost Estimate**

A Rough Order of Magnitude Cost for SDD program procurement, operations and sustainment of the JLENS Orbit, pertaining to the contractor portion only, shall be developed IAW DI-FNCL-80448. The estimate will contain the costs for the fire control radar, surveillance radar, processing station, communications, platform, system engineering, program management and system test and evaluation costs by fiscal year and with each component cost shown separately. The estimate shall contain the

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assumptions used in developing the estimate and shall not be requested more than twice a fiscal year. A maximum of 12 estimates may be required. (CDRL B005)

## 2.7 Data Management

The contractor shall establish and implement a data management process that shall reproduce, catalog, store and deliver data items. The contractor shall make available all technical and programmatic data as requested by the Government. The contractor shall maintain a data repository for classified storage and an efficient means to accomplish fast and accurate classified data retrieval until the contractor is notified by the contracting officer that the Government classified repository is available for use. The contractor shall use the Government unclassified Management Information System (MIS) Portal for delivery of unclassified data. The contractor shall notify the Government Point of Contact (POC) designated on the corresponding CDRL via email when data is posted to the classified repository and the unclassified MIS Portal. The contractor shall include the filename and path to the posted data in the email. The Government POC designated on the corresponding CDRL will provide notification of CDRL receipt to the contractor via email. The contractor shall deliver data that is usable on personal computers using Microsoft Windows Operating System and Microsoft Office Application Programs. [REDACTED]

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Sec 130 (a)(b)

[REDACTED] The contractor shall ensure all electronic deliveries are free from viruses. The contractor shall support and provide input IAW DI-MGMT-81453 to the Government development of acquisition documentation. (B006)

## 3 SYSTEM ENGINEERING

### 3.1 General

The contractor shall conduct systems engineering and provide a system design that meets the requirements of this SOW and MIS-PRF-55628. The contractor shall be responsible for total system integration and performance to include supporting the Government in assessing and optimizing total system reliability. The configurations of the system and the prime items shall be documented in the Orbit, System and Subsystem Design Description, as described in the Design Notebook IAW DI-IPSC-81432. The contractor shall translate the analysis and allocation of requirements from MIS-PRF-55628 and prepare the requirements, functional, allocated and product baseline design in preparation for program milestones. This engineering effort shall be based on and shall incorporate the contractor's systems engineering process that includes requirements analysis, functional analysis/allocation and design synthesis. Systems engineering shall include Orbit, system and subsystem engineering requirements allocation, specification production and configuration management, system analyses, tactical hardware,

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tactical software, tactical ground support equipment, risk management, radio frequency management, test requirements/plans, interface management and integration, safety, modeling and simulations, Cost as an Independent Variable (CAIV) and technical reviews and meetings. The contractor shall develop and submit a Systems Engineering Management Plan (SEMP) IAW DI-MGMT-81024 that clearly defines the JLENS systems engineering process. (CDRLs B008 and B044)

### **3.2 Systems Engineering Process**

The contractor shall apply the principles of systems engineering and implement the requirements of MIS-PRF-55628 during the design work. The systems engineering process shall include all aspects of the design to include: external interfaces, supportability, logistics feasibility, environmental requirements, manpower and personnel, human factors, safety, supply support, support and test equipment, technical documentation, computer resources support, packaging, handling, storage and transportability, hazardous material handling and disposition, facilities, Reliability, Availability and Maintainability and Training (RAM-T).

### **3.3 System Engineering Requirements Allocation**

The contractor shall develop a Specification Tree IAW DI-MISC-80508 for the JLENS Orbit to the equivalent of the Orbit, system and subsystem level. The contractor shall flow down the requirements from the MIS PRF 55628 to the equivalent of the Orbit, system and subsystem level. The Specification Tree shall be a top down diagrammatic representation of the breakdown of specification from the top specification (system performance specification) to lower level specifications (e.g. Prime Item Development Specification, Interface Control Document, Critical Item Development Specification, Software Requirements Specification, Source Control Document). The Specification Tree shall show the interdependency of specifications and form a convenient medium for the cataloging of applicable specifications. The contractor shall define and document the requirements in hardware IAW DI-SDMP-81465 and software IAW DI-IPSC-81433 specifications. The contractor shall develop Interface Control Documents for internal and external interfaces IAW DI-CMAN-81248. The contractor shall develop and maintain design documentation that will allow the contractor to replicate the JLENS hardware and software. The contractor shall document the design that meets the requirements and supporting analyses in a Design Notebook, such as the Engineering Design Notebook, and supporting documents such as a System Subsystem Design Document (SSDD), and with software design documents as identified in the Software Development Plan. The Design Notebook shall contain the key analyses and tradeoff studies conducted to support performance requirements, design and design tradeoffs. The Design Notebook shall include key parameters and assumptions used to determine hardware/software specification requirements. The Design Notebook shall contain a description of the system architecture that is being developed and

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fabricated. This description shall be provided in terms of visual descriptions, performance estimates and physical description. The Government shall have access, for use at Government facilities, to all requirements traceability database files, to include current and previous baselines. (CDRLs B007, B009, B029 and B010)

### 3.4 System Analyses

The contractor shall conduct performance analyses to support the system designs in accordance with the requirements of MIS-PRF-55628. [REDACTED]

[REDACTED] The contractor shall conduct analyses that establish the [REDACTED] Performance analyses and trade studies shall be completed and system design shall be updated prior to design reviews to reflect the results of the trade studies. All trade studies shall include CAIV. All analyses and trade studies generated under this section shall be included in the Design Notebook. (CDRL B008)

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(i)&Title 10  
Sec 130 (a)(b)

### 3.5 Producibility and Manufacturing

The contractor shall implement a producibility and manufacturing program that incorporates producibility and manufacturing into the design. This program shall include design strategies to address obsolescence, production readiness reviews, producibility planning and manufacturing technology insertion, associated with manufacturing and production. The contractor shall prepare Producibility Analysis Reports IAW DI-MGMT-80797. (CDRL B020)

#### 3.5.1 Production Engineering and Transition Planning

The contractor shall develop and implement a manufacturing strategy IAW DI-MGMT-80790 that facilitates a smooth and orderly transition from development to low rate production. (CDRL B041)

#### 3.5.2 Producibility

The contractor shall consider producibility in design decisions. Efforts to make the design more producible shall be directed toward achievement of cost goals and ensure manufacturing capabilities support the design. The contractor shall establish and maintain a system for measuring and reporting manufacturing costs.

#### 3.5.3 Manufacturing Plan

The contractor shall prepare a manufacturing plan IAW DI-MGMT-80004 for the most economical set-up based on anticipated Low Rate Initial Production (LRIP) and Full Rate Production (FRP) delivery rates. Manufacturing planning and tooling is based upon a planned LRIP rate of one system per year (FY12 and FY13), a planned FRP rate of one system per year (FY14 and FY15) and a

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FRP rate of two systems per year (FY16, FY17, FY18, FY19, FY20). The contractor will identify critical JLENS hardware in the manufacturing plan. The manufacturing plan shall describe and document the manufacturing processes for critical JLENS hardware and the plan to transition this hardware to LRIP. The term “critical hardware”, as used throughout section 3.5 of this SOW, is defined as hardware that fits one or more of the following criteria:

- a. utilizes manufacturing processes for which a facility or supplier does not have a proven history of continuous production at a volume similar to that planned for JLENS.
- b. utilizes manufacturing tests which are unique to JLENS.
- c. utilizes manufacturing processes such that conformance to requirements cannot be verified by inspection or test and if deviated from could affect product performance or safety. (CDRL B062)

#### **3.5.4 Production Qualification**

The contractor shall prove-out production representative manufacturing processes, test and inspection equipment, test procedures, work instructions and tooling for the JLENS critical hardware.

#### **3.5.5 Production Pilot Lines**

Pilot production lines shall be established for critical hardware items, as early as design maturity allows during the SDD Program. Pilot lines shall be validated prior to LRIP Production Readiness Review (PRR) and shall be used to manufacture hardware used for operational test. The Production / Process Verification (PPV) shall be performed on specified critical items to verify production processes are in accordance with the design, manufacturing, inspection and test documentation.

#### **3.5.6 Production Readiness Review (PRR)**

The contractor shall conduct PRRs, with Government participation, for all prime items and their associated critical hardware as defined in paragraph 3.5.3. The PRRs are a formal assessment of the contractor's ability to produce hardware and are the basis of a Government Production Readiness Assessment. The contractor shall develop presentation material IAW DI-ADMN-81373 and meeting minutes and reports IAW DI-ADMN-81505. (CDRL B014, B001) Accepted as Modified.

#### **3.5.7 Special Tooling (ST), Special Test Equipment (STE), Special Inspection Equipment (SIE) and Peculiar Support Equipment (PSE)**

The ST, STE, SIE and PSE designs shall represent production configuration and meet production rates as individual equipment or by duplication. During the design of the STE, SIE and PSE, consideration shall be given to standardization of common components to reduce spare parts required to support production. When ST/STE is used as a medium of inspection, the calibration, verification and re-verification procedures of the ST/STE shall be included in the quality program planning.

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### **3.5.8 Facilitization Plan**

The contractor shall develop and document IAW DI-MGMT-80004 the initial, and any follow-on, production facilitization requirements to support planned production rates. This includes all facilities, production equipment, test equipment and special equipment required to produce the JLENS Orbit. (CDRL B056)

### **3.6 Hardware Development**

The contractor shall design, develop, fabricate, assemble, integrate, test, evaluate, document, deliver and support all JLENS hardware. The contractor has the responsibility for ensuring that hardware designs and deliverables meet the requirements of the MIS-PRF-55628 and this SOW. The contractor shall complete and document the conceptual and developmental design drawings/models IAW MIL-DTL-31000 of all JLENS hardware IAW DI-DRPR-80651. The contractor shall ensure compatibility of all functional and physical interfaces. The contractor shall conduct trade studies and analyses as required to accomplish a design that is cost effective and reliable. The contractor is encouraged to use commercial products, processes and practices that will reduce development, production and operational support costs. The contractor shall develop an Acceptance Test Plan (ATP) for hardware critical items IAW DI-QCIC-80553. The contractor shall provide and maintain sufficient hardware to meet the requirements of this contract. The contractor shall be responsible for total support of the hardware, including all maintenance and provision of spare/repair parts. Beginning with each Prime Item CDR, the contractor shall develop and implement a closed-loop Failure Reporting, Analysis and Corrective Action System (FRACAS) for hardware failures IAW DI-RELI-81315. This system shall be used to resolve detected hardware problems. The contractor shall document each detected hardware problem and corresponding corrective action. This system shall include/incorporate company or commercial best practices and shall be of sufficient detail to meet the program requirements and ensure program success. (CDRLs B057, B042, and B061)

### **3.7 Software**

#### **3.7.1 Software Reuse**

The contractor shall report reuse metrics including but not limited to size, breakage factor by SI, identification of changes required and proposed validation of change in regular Government/contractor IPT meetings and Technical Interchange Meetings and as identified in the Software Development Plan (SDP).

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**3.7.2 Software Engineering Environment (SEE)**

The contractor shall establish, control and maintain configuration of a SEE. The SEE shall provide the facilities, hardware, software, firmware, procedures and documentation needed to perform software development and software testing at each development facility. Elements may include, but are not limited to, Computer Aided Software Engineering (CASE) tools, software development library, software development files, compilers, assemblers, linkers, loaders, operating systems, debuggers, simulators, emulators, documentation tools, database management systems, code analyzers, test case generators and path analyzers. Government shall have access, on a non-interfering and read-only basis, to all the elements of the SEE to support System Software Engineering, QA, CM and Independent Verification & Validation (IV&V) efforts.

**3.7.3 Software Development**

The contractor shall develop, document, submit and implement a SDP which includes a description of the SEE IAW DI-IPSC-81427. The contractor shall develop, document and deliver an Interface Requirement Specification IAW DI-IPSC-81434. The contractor shall document the requirements traceability for each software item in a Software Requirements Specification IAW DI-IPSC-81433. The contractor shall design, develop, integrate and deliver software that meets the requirements of the Software Requirements Specifications and Interface Requirements Specifications. The contractor shall deliver software including, but not limited to, all executable software, source files, build and make files and software support information developed under the JLENS Contract IAW DI-MCCR-80700. These deliveries shall include formal and interim software builds. Except as provided in the Limited/Restricted Rights Assertion Section of the contract, software source code developed under this contract will be in accordance with the Software Source Code License, Number JLENS-WSLA-01 (DFARS Clause 252.227-7014(b)(4)). Submission of any proprietary source code will be for JLENS Product Office analysis and IV&V purposes only, on an as required basis, in accordance with a mutually agreed upon no fee license. If the JLENS Product Office analysis and IV&V is performed by a non-Government entity, then a Non-Disclosure Agreement with that entity, specifically protecting the proprietary source code software will be put in place prior to submission of any source code material. The software binaries and source code shall be delivered with checksums to verify data integrity. The contractor shall develop and document the interface design in an Interface Design Description (IDD) for each Computer Software Configuration Item (CSCI) IAW DI-IPSC-81436. The contractor shall document the design decisions, algorithm descriptions and the architectural designs in a Software Design Description (SDD) Document for each CSCI IAW DI-IPS-81435. (CDRLs B011, B032, B029, B023, B021 and B033)

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#### **3.7.4 Software Testing**

The contractor shall develop, document and implement a software test plan IAW DI-IPSC-81438 for software testing. The contractor shall conduct unit testing for all new and modified software units. The contractor shall conduct unit or Software Item (SI) level testing for all safety critical and safety related software. The contractor shall conduct unit integration testing for all software units. The contractor shall document the specific unit and unit integration test cases and related test procedures. The contractor shall verify all of the requirements in the Software Requirements Specifications (B029), each in accordance with the specified qualification method. The contractor shall invite the Government to witness all software qualification testing. The contractor shall document and deliver a Software Test Description (STD) IAW DI-IPSC-81439 for each release of a CSCI. The STD describes the test preparations, test cases, test procedures and method to be used to perform Software Qualification Testing (SQT) of each release of a CSCI or a software system or subsystem. The contractor shall conduct software qualification testing IAW the STD for each software release. All SQT, or other software test events shall be performed using tactical representative hardware and test tools, where available. The contractor shall provide evidence to the Government to substantiate test tools as a valid engineering representation of system behaviors. The contractor Software Quality Assurance (SQA) personnel shall witness or audit all SQT events. The contractor shall document and deliver a Software Test Report IAW DI-IPSC-81440 for each release of a CSCI. The Software Test Report is a record of the testing performed on a CSCI, a software system or subsystem or other software-related item. (CDRLs B035, B036 and B037).

#### **3.7.5 Software Version**

The contractor shall develop and maintain software documentation and code that will allow the contractor to replicate and modify the JLENS Software at each phase of the release process, utilizing a version control and tracking system in a Software Version Description (SVD) document for each release of a CSCI. The SVD shall be prepared IAW DI-IPSC-81442. The contractor shall document the exact version of each software release. The contractor shall include in the documentation the descriptions of the capabilities and limitations of each software version, the patches and fixes from previous versions and the completed and outstanding software problem reports. The contractor shall provide maintenance support for all software throughout the continuance of the contract. (CDRL B024)

#### **3.7.6 Software Installation**

The contractor shall develop, maintain and deliver a Software Installation Plan IAW DI-IPSC-81428 to include procedures for software installation, software update procedures, software operations,

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database initializations, prime item interfaces and other system specific information necessary to ensure the JLENS Orbit is operational. (CDRL B038)

### **3.7.7 Software Reviews**

The contractor shall perform Software Requirements Review (SRR), Software Critical Design Review (SCDR) and Software Test Readiness Review (STRR) for the following software builds: FCR Builds 2 and 3, SuR Builds 2 and 3, CPG Builds 3 and 4 and platform final software build.

#### **3.7.7.1 Software Requirements Review**

The contractor shall host one or more SRRs IAW the program schedule to review the development activity and its output in the context of the overall system and platform requirements. The SRR shall provide a formal transition from the project requirements analysis and planning phase into development. The contractor shall assure the Government that all the affected requirements have been identified and the proposed development project has been sufficiently planned and documented to the Government's satisfaction. All software CSCIs shall be identified and WBS elements and metrics reporting for each software CSCI level shall be addressed. The first SRR for a prime item shall be conducted prior to or in conjunction with the prime item PDR. The contractor shall develop presentation material IAW DI-ADMN-81373 and meeting minutes and reports IAW DI-ADMN-81505. (CDRL B014 and B001)

#### **3.7.7.2 Software Critical Design Reviews**

The contractor shall host one or more software CDRs (SCDR) IAW the Program Software Release Schedule, to review the detailed design and operational and support documents to demonstrate to the Government's satisfaction that the detailed design satisfies the system, subsystem and unit level software requirements; the simulations and models accurately reflect the system, subsystem and unit level software performance parameters; the external ICDs and internal IDDs accurately reflect the system interfaces as dictated by the system and sub-system specifications; and the software interfaces and software engineering documentation accurately reflect and are in compliance with the ICDs hardware/software interface requirements. The contractor shall develop presentation material IAW DI-ADMN-81373 and meeting minutes and reports IAW DI-ADMN-81505. (CDRL B014 and B001)

#### **3.7.7.3 Software Test Readiness Reviews**

The contractor shall host one or more software TRRs (STRRs) IAW the program software release schedule in support of system and subsystem software qualification tests. The reviews shall address test objectives, schedules, safety, configuration, data requirements and suitability of the test hardware and/or software to support the test objectives IAW the STP. All test procedure steps shall be reviewed to ensure

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each software requirement has been demonstrated. The contractor shall provide adequate assurance that the SQT shall be performed using tactical representative hardware where available. Results of STRR must be reviewed and approved by the Government prior to proceeding to SQT. The contractor shall develop presentation material IAW DI-ADMN-81373 and meeting minutes and reports IAW DI-ADMN-81505. (CDR B014 and B001)

### **3.7.8 Software Failure Reporting and Corrective Action**

The contractor shall develop and implement a closed-loop FRACAS for all failures occurring during system debugging, checkout, engineering tests and contractor maintenance. This system shall be used to resolve detected software problems once each prime item CDR has been conducted. The contractor shall document each detected software problem and corresponding corrective action once each prime item CDR has been conducted. This system shall incorporate company or commercial best practices and shall be of sufficient detail to meet the program requirements and ensure program success. (CDRL B061)

### **3.7.9 Management Indicators**

The contractor shall collect, interpret, use and report software management indicators as described in the SDP. The contractor shall address software management indicators and corrective actions at the program reviews. The contractor shall develop presentation material IAW DI-ADMN-81373. (CDRL B014)

### **3.7.10 Firmware**

The contractor shall identify all developed and / or modified firmware, its location within the JLENS system, its associated functionality and a safety analysis including rationale and traceability to any related hazard(s). Rationale shall be provided to exclude the software associated with these devices from the software category. The contractor shall develop software for programmable hardware identified as software IAW the SDP and shall identify these items IAW DI-IPSC-81435. Otherwise, the contractor shall develop the software for programmable devices identified as hardware IAW internal best practices. These best practices shall be presented to the Government for review. (CDRL B033)

### **3.8 Interface Management and Integration**

The design shall be modular to the maximum extent possible and shall facilitate substitution of alternate payloads from a separate source. This requirement shall be satisfied by submission of the JLENS System Interface Control Document (ICD). The ICD outline will be such that the 'as designed' interface between the payload and platform can be separately delivered upon request. (CDRL B010)

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### 3.9 Support to Software IV&V and Other Efforts

The contractor shall support the establishment of the Government Software Integration Lab (SIL), modeling and simulation efforts, as well as the government managed Orbit-level software assessments and SIV&V testing. This support will include support to the weekly status teleconferences, accepting and dispositioning trouble reports and providing assistance in software configuration and installation within the Government SIL. This software support will not exceed 1.5 full time equivalents through the end of the SDD contract..

### 3.10 Safety

The contractor shall conduct system safety engineering and use the Government provided Hazard Tracking System (HTS) database in support of all design, development and test activities. The HTS database, including all data and records, shall be the property of the Government. The contractor shall conduct a System Safety Program (SSP) consistent with MIL-STD-882D, standard practice for system safety and as guidance the JLENS System Safety and Health Management Plan (SSHMP). Hazards shall be defined as outlined in MIL-STD-882D. The contractor shall prepare Safety Assessment Reports (SAR) IAW DI-SAFT-80102. The contractor shall prepare the System Safety Program Plan IAW DI-MGMT-80004. The contractor shall ensure that subcontractor's safety plans are in conformance with the contractor's safety plan. The safety design features of all electronic equipment shall be implemented using MIL-HDBK-454A as guidance. The aerostat shall meet appropriate safety requirements for airborne platforms as specified by the Federal Aviation Administration (FAA). The JLENS Orbit hardware and software, to include data displays, shall be designed to optimize the functionality and efficiency of operations for sustained periods of high activity in accordance with MIL-STD-1472F, as applicable. The contractor shall conduct a Human Factors Engineering (HFE) Program using MIL-HDBK-46855 as guidance. All hazards, to include single point failures, single point human errors and any combination of failures and human errors shall be eliminated through design, or mitigated to a Government acceptable risk level as defined in MIS-PRF-55628 paragraph 3.15.1 and MIL-STD-882D. Throughout the life cycle of the JLENS Orbit, the hardware and software shall mitigate all hazards that could cause personal injury, equipment damage or have an environmental impact. The Software Safety Program shall be implemented using MIL-STD-882. The Joint Software System Safety Committee (JSSSC) Software System Safety Handbook shall be used as guidance. (CDRL B012 and B045)

### 3.11 Modeling and Simulation

The contractor shall develop models and simulations under the guiding tenets of Simulation and Modeling for Acquisition, Requirements and Training (SMART). The SMART is defined in Department of the Army Pamphlet 5-12, the "Planning Guidelines for SMART" and the "SMART Execution Plan."

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These documents are maintained by the Army Model and Simulation Office (<http://www.amso.army.mil/smart/documents/guidelines/>). The ultimate goal of SMART is to provide systems with greater utility at lower cost, minimizing risk and reducing operations and sustainment budgets. The contractor shall prepare a Simulation Support Plan IAW DI-MGMT-80004. (CDRL B046)

### **3.11.1 Engineering Modeling and Simulations**

The contractor shall provide access to simulation tools that will be used by the contractor for requirements verification. The contractor shall provide simulation source code, executables and available documentation used for contractor verification and validation of the simulation IAW DI-IPSC-81441. The contractor shall make simulation results available for Government review IAW DI-MISC-80048. (CDRL B034 and B013)

### **3.11.2 System Integration Laboratory (SIL)**

The contractor shall develop and maintain a SIL consisting of simulations, models, hardware and software. The SIL shall support the integration of hardware and software. The contractor shall develop and submit a SIL Validation Plan IAW DI-MGMT-80004 that describes how the contractor validates all SIL capabilities used in the verification of prime item hardware and software performance. (CDRL B053)

## **3.12 Technical Reviews and Meetings**

### **3.12.1 Design Reviews**

The contractor shall conduct SDD Program contract milestone reviews to include, but not limited to, the System Requirements Review (SRR), System Functional Review (SFR), Preliminary Design Reviews (PDRs) and Critical Design Reviews (CDRs) at the contractor's facilities. At each milestone review, the contractor shall address Orbit and system level design integration and shall summarize each prime item's role within the system. Contractor conducted Subsystem Readiness Reviews (i.e., Prime Item PDRs and CDRs) shall include Government participation. The contractor shall develop presentation material IAW DI-ADMN-81373 and meeting minutes and reports IAW DI-ADMN-81505. (CDRLs B014 and B001)

### **3.12.2 Design Review Entrance Criteria**

To facilitate an event driven approach to design reviews, the contractor in collaboration with the Government shall define the process and timeline for developing entrance criteria for all planned reviews in the SEMP.

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**3.12.3 Design Review Exit Criteria**

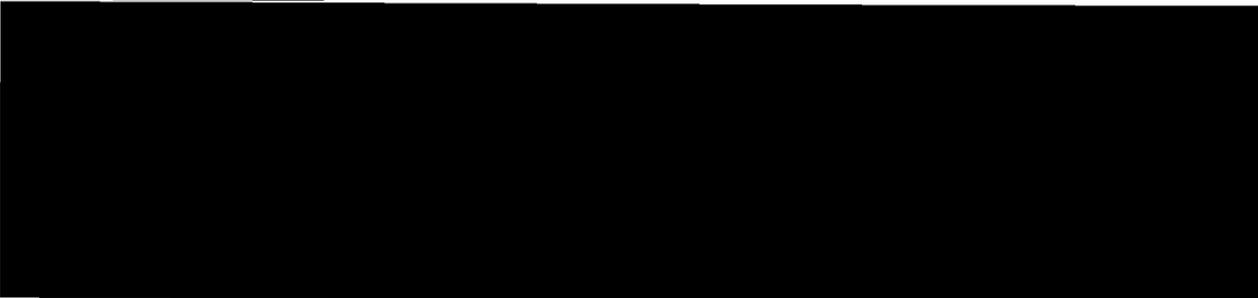
To facilitate an event driven approach to design reviews, the contractor, in collaboration with the government, shall define the process and timeline for developing exit criteria for all planned reviews in the SEMP.

**3.13 INFORMATION & TECHNOLOGY ASSURANCE**

**3.13.1 General**

The JLENS Orbit will maintain an appropriate level of confidentiality, integrity, authentication, non-repudiation and availability that reflect a balance among the importance and sensitivity of the information; documented threats and vulnerabilities; the trustworthiness of users and interconnecting of other systems; and the impartment to connectivity and/or the impact of destruction or loss of the system.

**3.13.2**



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10 Sec 130  
(a)(b)

**3.13.3 Information Assurance (IA)**

The contractor shall support the Government managed IA Program IAW AR 25-1, Chapter 5 and AR 25-2. The contractor shall implement DoDI 8500.2 ensuring confidentiality, integrity and availability throughout the JLENS SDD Program. The contractor shall implement the JLENS IA Strategy dated 25 April 2005. The contractor shall appoint a primary and alternate POC. Each POC shall become familiar with applicable documents such as: DoD, Army Directives Pamphlets and regulations on IA and participate in JLENS sponsored IPTs. The contractor shall send IA appointment letters showing the POC names to the JLENS Product Office annually and certify that the individuals have conducted self study on applicable directives on IA (or within thirty (30) days of a POC change). The contractor shall ensure that all IA enabled products incorporated into JLENS SDD Program to perform security functions comply with the evaluation and validation requirements of the National Security Telecommunications and Information Systems Security Policy 11, in accordance with DoDD 8500.1. The contractor shall comply with paragraph 4.17 of DoDD 8500.1. IA enabled products that have IA functionality that is not used shall have that functionality disabled.

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**3.13.4 DoD Information Assurance Certification and Accreditation Process (DIACAP)**

The contractor shall comply with DIACAP in accordance with OSD/CIO Memo July 6, 2006 Subject: Interim Department of Defense Information Assurance Certification and Accreditation Process Guidance. The contractor shall assist the Government in all applicable phases of the Certification and Accreditation (C&A) process. The contractor shall be an active participant in the JLENS IA Working Group to provide technical assistance during the C&A process.

**3.13.5 DoD Core Architecture Data Models (CADM)**

The DoD Architecture Framework (DoDAF) defines a common approach for DoD architectures. The DoD CADM is the underlying set of products within DoDAF. The CADM incorporates the term integrated architectures and is comprised of a number of specific models, definitions and views as specified in the DoDAF documentation and are categorized into operational views, system views and technical views. The contractor shall support the Government managed development of the DoDAF documentation to further define and implement the system views and technical views models so that all data entities shall be fully attributed and ensure the use of DoD standard data elements. The contractor shall support the Government in further definition and specific analysis of information requirements essential to support development of essential architecture products contained in the JLENS Information Support Plan.

**3.13.6 Transient Emission of Pulse Surveillance Technology (TEMPEST)**

The JLENS System is a transportable system in a tactical environment. The contractor shall follow Government regulation NSTISSAM TEMPEST / 2-95, 2-95a, DoDD S-5200.19 and Memorandum Number 20063301, US Army TEMPEST Office CTTA, as guidance. Deviation from these regulations will require coordination through the Government to the cognizant CTTA. The US Army TEMPEST Office will fully address any additional technical guidance or interpretation of the JLENS TEMPEST design as requested by the contractor and approved through the JPO.

**3.14 DoD Information Technology Standards Registry (DISR)**

The contractor shall maintain the JLENS technical architecture profile in accordance with DISR. The contractor shall develop and deliver IAW DI-MISC-80508 an implementation strategy that details how and to what extent the JLENS development will comply with the provisions of the applicable portion(s) of the DISR. The contractor will provide inputs to the Government for the Government to include into the Government managed DISR database. Government approval is required prior to any deviations from the DISR requirements (DISR replaced the Joint Technical Architecture). (CDRL B043)

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**3.15 DoD Net-Centric Data Strategy**

The contractor shall support the implementation of the DoD Global Information Grid (GIG). The GIG is the globally interconnected, end-to-end set of information capabilities associated processes and personnel for collecting, processing, storing and disseminating information for the warfighter. The contractor shall use, develop or refine metadata in accordance with the Defense Information Systems Agency established DoD Metadata Registry and based on the International Organization of Standards 11179 Specification for metadata registries. The contractor shall maintain a JLENS Metadata Registry, which for DoD currently incorporates existing resources such as the DoD Extensible Markup Language (XML) Registry, the Defense Data Dictionary System and commonly used reference sets. The contractor shall integrate other resources such as messaging formats, symbology, ontologies and transformation services.

**3.16**

The contractor shall provide a system design that meets the requirements of this SOW and MIS-PRF-55628 and is consistent

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The contractor shall leverage capability developed for the to meet fire control and sensor command requirements in MIS-PRF-55628 within baseline schedule and cost constraints. The contractor shall to develop requirements and mitigate program impacts of future capabilities, enhancements and including an

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**4 RISK MANAGEMENT**

The contractor shall develop and implement a Risk Management Plan IAW DI-MGMT-80004 and processes that identifies and prioritizes risk area, and conduct mitigation effort in coordination with the Government to reduce and/or eliminate program risks. The Risk Management Plan should address, but not be limited to, requirements, technology, design and engineering, manufacturing, support, cost and schedule. (CDRL B058).

**5 TEST AND EVALUATION**

**5.1 General**

The contractor shall develop and conduct a contractor Test and Evaluation (T&E) Program, develop and participate in a combined Government/contractor developmental flight T&E Program and

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support Government only T&E programs. The contractor's T&E program shall demonstrate that the requirements contained in MIS-PRF-55628 have been verified. The contractor shall maintain traceability from MIS-PRF-55628 to the contractor generated orbit, system and subsystem requirements when defining or developing required tests. The contractor shall verify the hardware and software requirements included in the JLENS system and subsystem specifications. The contractor shall submit a final report IAW DI-NDTI-80809 for any requirement that has been verified by analysis. The contractor shall allow Government monitoring and/or participation in contractor and subcontractor tests and demonstrations. The contractor shall provide the Government electronic notification a minimum of ninety six (96) hours prior to initiation of conduct of contractor or subcontractor, subsystem and system, tests that have Government approved test plans. The contractor shall perform component and subsystem level testing to include prime item tests, integration tests and system tests and/or demonstrations. The contractor shall conduct Test Readiness Reviews (TRRs) prior to system ground tests, elevated tests and system flight tests. The contractor shall submit agendas IAW DI-ADMN-81373 and minutes IAW DI-ADMN-81505 for the TRRs. The contractor shall be capable of reducing and analyzing data recorded during Orbit and system testing within 48 hours or 24 hours if target telemetry data is made available by the Government within 8 hours of test completion, to expedite test schedule decision planning. The contractor will pre-plan and coordinate periods of use of the Government operated test ranges with the JLENS Product Office. The Government will accommodate 24/7 operations as needed to support requirements testing in accordance with range availability and limitations. (CDRLs B015, B016, B014, and B001)

### **5.2 Test Plans, Reports and Reviews**

The contractor shall prepare and submit test plans IAW DI-NDTI-80566 and test reports IAW DI-NDTI-80809 for Orbit, system, subsystems and components. The Master Test Plan shall address the entire test program including performance and integration testing and demonstrations at the contractor/subcontractor facilities and at Government field test sites. The contractor shall prepare and submit a test report for each test event for which a test plan is prepared. (CDRLs B015 and B016)

### **5.3 Stimulator Integration**

The contractor shall support the integration of the JLENS Stimulator with the JLENS Orbit. The contractor shall provide support in the Government performance evaluation of the JLENS Fire Control and Surveillance Systems using the JLENS Stimulator to conduct Simulation only and Simulation Over Live testing. The contractor shall support integration testing of the JLENS stimulator at the Surveillance and Fire Control SILs. Contractor support for these activities will not exceed 2.4 full time equivalents. The contractor shall provide an Interface Control Document IAW DI-CMAN-81248 to

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define the integration of the stimulator into the JLENS Surveillance and Fire Control Systems. (CDRL B010)

#### 5.4 System Tests/Demonstrations

If requested under the changes clause of this contract, the contractor shall support the planned Government events such as [REDACTED] to demonstrate incremental and full system capability.

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Sec 130 (a)(b)

#### 5.5 Government Test Support

The contractor shall support the Government in the conduct of JLENS Government tests IAW MTP. The contractor shall be responsible for providing and maintaining test articles (hardware and software) at the Government designated test sites. Contractor support in the case of Government E3 and Environmental Testing shall include review of test plans and test procedures, personnel, test fixtures, test equipment, the ability to determine functionality of the test item/s during and/or after each test event and a repair plan schedule consistent with the test schedule. The contractor shall support Government conducted TRRs. Government testing includes engineering tests and tests involving the use of soldiers. The contractor shall assist the Government with planning, collection, reduction, analysis and reporting of test data. These tests may be conducted concurrently with contractor tests.

#### 5.6 Models and Simulations Verification, Validation and Accreditation (VV&A) Support

The contractor shall support Government managed VV&A.

#### 5.7 Interoperability Test Program

The contractor shall provide level of effort support to the Government conducted Interoperability Testing Program 1 full time equivalent (FTE) person for the period through end of SDD contract.

## 6 SPECIALTY ENGINEERING

### 6.1 Logistics

#### 6.1.1 Logistics Program

The contractor shall continue to develop, update and maintain the JLENS Logistics Program in accordance with Army Regulation 700-127. The contractor's logistics program shall use these iterative processes that provide for early and continued logistics influence on design to enhance supportability: Identify and verify requirements and associated documentation for support of testing, minimize future operations maintenance costs; identify and resolve logistics issues early in the program to include

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Manpower Personnel Integration (MANPRINT) and training issues, document pre and post-fielding support requirements; support fielding and deployment; and implement performance-based support.

#### **6.1.2 Logistics Engineering**

As an integral part of the systems engineering process, the contractor shall conduct logistics engineering to satisfy the requirements of MIS-PRF-55628 and to minimize the total Operation and Support (O&S) costs of the JLENS SDD Program plus all of its associated Government Furnished Property (GFP) requirements. Logistics engineering shall include all the elements of Integrated Logistics Support (ILS). Within the JLENS support structure, the contractor shall emphasize maintainability, availability and transportability engineering. The contractor shall develop a two-level support system (field and sustainment) for JLENS peculiar items. For GFP, the contractor shall consider the implications of the compatibility of existing logistics support structures (i.e. 3-level support systems) in the over-all context of engineering the JLENS support system.

#### **6.1.3 Supportability Analysis**

The contractor shall establish and conduct a Supportability Analysis (SA) Program in accordance with MIL-HDBK-502 that integrates and optimizes ILS/MANPRINT requirements within system performance requirements (including GFP) for the life-cycle of the system. The SA Program shall be used to generate source data for the development of ILS/MANPRINT requirements, evaluation of the effect of design alternatives on support costs and operational readiness, assessment of logistics risks, translation of hardware design due to logistics support requirements, determination of logistics design constraints/impacts, determination of the most efficient and effective logistics resources for operation and support the JLENS Orbit and development of the data for logistics products (training, spares, support equipment, technical manuals, etc.).

#### **6.1.4 Level of Repair Analysis**

The contractor shall conduct a Level of Repair Analysis (LORA) in accordance with MIL-HDBK-502 to define optimal maintenance planning and engineering in accordance with MIL-HDBK-470A. The contractor shall record the results of LORA in the Logistics Management Information (LMI) IAW DI-MISC-80508. (CDRL B050)

#### **6.1.5 Trade-Off Analysis**

The contractor shall perform Trade-Off Analysis (TOA) of alternatives to reduce the total logistics footprint of the JLENS Orbit (plus GFP) and the size/scope of the total GFP required to operate, support, transport and deploy the system. The contractor will deliver the TOA IAW DI-MISC-80508. (CDRL B051)

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**6.1.6 Logistics Management Information**

The contractor shall continue to develop and maintain the LMI Program per MIL-PRF-49506 which documents the output of all supportability analyses in the Logistic Management Information (LMI) Data Products IAW DI-ALSS-81529 and the LMI Summaries IAW DI-ALSS-81530. The contractor shall provide on-line access, to include ad hoc query capability, to the LMI database. The contractor shall provide all supportability data in formats compatible with national standard databases and the LMI performance specification. The contractor shall provide LMI database training to those individuals identified by the JLENS Supportability IPT. (CDRLs B054, and B055)

**6.1.7 Integrated Product Team**

The contractor shall participate in Government, contractor and Government/ contractor integrated product teams and sub-product teams to identify and disseminate issues to the logistics community.

**6.1.8 Logistics Database**

The contractor shall establish and maintain current, web-based and on-line logistics database functionality to document maintenance and/or supply actions, training tasks and action(s) taken as appropriate during government tests and demonstrations, tests utilizing Government resources, exercises and during preparation for fielding. The contractor shall provide the Government on-line access to this database.

**6.1.9 Integrated Support Plan**

The contractor shall develop, update, deliver and implement the Integrated Support Plan (ISP) IAW DI-MGMT-80004, to reflect the JLENS System Development and Demonstration Program and schedule. The contractor shall use the Department of the Army Pamphlet 700-56 and the JLENS Supportability Strategy as the foundation for the ISP. The ISP shall include logistics events and schedules and the following sub-plans. (CDRL B017)

**6.1.9.1 Maintenance Plan**

The contractor shall develop, update and submit the maintenance plan IAW DI-MGMT-80004 as a sub-plan to the ISP. The maintenance plan shall include specific information and schedules on built-in-test/built-in-test equipment, failure analysis/diagnostic/prognostics, on-line-diagnostics, on-site resolution of software anomalies, levels of maintenance, personnel, parts/provisioning, tools facilities, military occupational specialties/skills, technical documentation (such as interactive electronic technical manuals, or logistics data bases) and reliability, availability and maintainability characteristics. (CDRL B017)

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#### **6.1.9.2 Supply Plan**

The contractor shall update and submit the supply plan IAW DI-MGMT-80004 as a sub-plan to the ISP. The supply plan shall be developed to support JLENS Orbit during testing and in the field.

**(CDRL B017)**

#### **6.1.9.3 Equipment Plan**

The contractor shall develop, update, and submit the equipment plan IAW DI-MGMT-80004 as a sub-plan to the ISP. In addition to the requirements of DA PAM 700-56, the equipment plan shall include specific information on costs, descriptions, quantities and delivery dates for all Commercial Off-The-Shelf (COTS) and Government Off-The-Shelf (GOTS) equipment. **(CDRL B017)**

#### **6.1.9.4 Manpower Personnel Integration Management Plan**

The contractor shall develop, update and submit the MANPRINT Management Plan IAW DI-MGMT-80004 as a sub-plan to the ISP. The plan shall include specific MANPRINT requirements to deploy, transport, operate and support the JLENS Orbit plus its GFP and specific information concerning the analysis and handling of MANPRINT issues and meet the requirements of Army Regulation 602-2.

**(CDRL B017)**

#### **6.1.9.5 Training Plan**

The contractor shall use Training and Doctrine Command Regulation 350-70 to develop, update and submit a Training Plan IAW DI-MGMT-80004 as a sub-plan to the ISP. The training plan shall include, as a minimum, costs, length of classes, places of training, time of training, material / hardware / device requirements, security, personnel, facilities and prerequisites to develop training documentation for taught classes and to train testers and users for tests and fielding. The contractor shall conduct all training required for system test(s) and fielding and will employ interleaved test/FDE training. This includes, but is not limited to, instructor and key personnel (tester/instructor), Maintainer, Operator, Flight Director and Staff Planner's course(s). The contractor shall deliver the majority of training materials in electronic format employing standard software formats as listed in the contract, to minimize printing costs and storage requirements. The Government will supply computers and computer software to read the electronic training material. In the event the contractor delivers training materials utilizing non-standard software format, the contractor will provide the Government with any non-standard software required for review of the training material. **(CDRL B017)**

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#### **6.1.9.6 Deployment Plan**

The contractor shall develop, update and submit a deployment plan IAW DI-MGMT-80004 as a sub-plan to the ISP. The deployment plan shall include specific information concerning resources to deploy system(s) and include a load plan for planned modes of transit. (CDRL B017)

#### **6.2 Product Assurance**

The contractor shall implement a quality system that meets the requirements of the applicable International Organization for Standardization 9000 series. The contractor shall develop, document, submit and implement a product assurance plan IAW DI-MGMT-80004. The product assurance plan shall address the functional areas of software quality assurance and hardware quality assurance (including corrosion prevention and control), reliability, maintainability and parts control. (CDRL B028)

##### **6.2.1 Corrosion Prevention and Control (CPC)**

The contractor shall develop and implement a corrosion prevention and control plan IAW DI-MGMT-80004 that is in compliance with the JLENS Government Corrosion Prevention Plan. (CDRL B028)

##### **6.2.2 Environmental Kits**

The contractor shall minimize the use of environmental kits when satisfying the temperature requirements of the JLENS Orbit. The contractor shall obtain Government approval in advance of planned use for all kits. The contractor drawings shall document environmental kits and list additional authorized item(s) in the appropriate technical manuals.

##### **6.2.3 Plastic Encapsulated Microcircuits (PEM)**

The contractor shall develop and implement a PEM Plan that includes the generation of a list of PEM devices used on contractor manufactured JLENS parts and the generation of a list of PEM devices used on JLENS COTS parts for all COTS assemblies where the contractor is granted access to the COTS assemblies' parts list. The contractor shall provide status reporting at JLENS Quarterly Program Reviews.

##### **6.2.4 Software Quality Assurance (SQA)**

The contractor shall conduct an SQA Program for JLENS software development in accordance with ISO 9000. The contractor shall include the SQA Program in the JLENS Product Assurance Plan by identifying SQA tasks as well as a narrative regarding the approach of those tasks. The contractor SQA Program shall provide for traceability of system/subsystem/software requirements to and from all test processes and procedures.

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### 6.3 Environmental Management

The contractor shall comply with all applicable federal, state and local laws, regulations and guidelines. The contractor shall develop, document, provide and implement a Hazardous Materials Management Program (HMMP) Plan IAW DI-MGMT-81398. The contractor shall implement the HMMP in accordance with the Government HMMP Plan and National Aerospace Standard (NAS 411). The contractor shall request approval to use substances identified in the Environmental Protection Agency 17 list (available at <http://www.epa.gov/opptintr/3350/33finb1.htm>) only if there is no other viable material. The contractor shall not use any Class I Ozone Depleting Chemical/Ozone Depleting Substance (ODC/ODS) (identified at <http://www.epa.gov/ozone/ods.html>) in the manufacture of items required by this SOW unless a waiver is obtained from the government. The contractor shall provide immediate notification of any proposed hazardous material mitigation/elimination efforts that may adversely impact schedules and/or cost performance. The contractor shall notify the contracting officer immediately upon failure to comply with any regulatory requirements. The contractor shall provide a HMMP Report IAW DI-MISC-81397. (CDRLs B018 and B022)

### 6.4 Configuration Management (CM)

The contractor shall prepare and submit a CM Plan IAW DI-MGMT-80004 that provides a single coordinated Configuration/Data Management (CDM) process and compatible CDM tools to manage the configurations produced under this contract. The contractor shall implement a CDM System that shall control the configuration of all components and interfaces of the JLENS Orbit to include prime items/components produced by subcontractors. The contractor's CDM Systems shall ensure that each deliverable specification prepared is IAW MIL-STD-961E. The contractor's CDM System shall address the following elements: Administration, configuration identification and control, configuration status accounting, configuration audits, management of digital data and subcontractor CM. The contractor shall prepare an Engineering Change Proposal (ECP) IAW DI-CMAN-80639, Engineering Release Record (ERR) IAW DI-CMAN-80463 and Notice Of Revision (NOR) IAW DI-CMAN-80642 for proposed changes to contractor furnished documents that are under Government configuration control. The CDM process shall include a configuration control board for approving ECPs. The Government shall be a member of the contractor's ECP Configuration Control Board (CCB). The contractor shall utilize the Request for Deviation (RFD) process IAW DI-CMAN-80640. (CDRLs B047, B039, B060, B040, and B059)

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**6.4.1 Configuration Management Audits**

The contractor shall support Government/contractor functional configuration audit to verify that the design meets or exceeds all system performance requirements, including requirements contained within MIS-PRF-55628 and physical requirements.

**6.4.2 Subcontractor Configuration Management Audits**

The contractor shall support and conduct periodic audits of processes and procedures in-house and at subcontractor facilities to ensure that requirements are flowed accurately and in a timely manner to manufacturing operations and that the deliverable product as-built definition is accurately reported.

**7 OPERATIONS SECURITY (OPSEC)**

The contractor shall update, provide and implement the OPSEC Plan IAW DI-MGMT-80934. The contractor shall update the OPSEC Plan in accordance with specific instructions of the Contracting Officer/Contracting Officer Representative for Security and AR 530-1. The contractor shall adhere to the approved OPSEC Plan and the security requirements of the DD Form 254 of this contract. **(CDRL B019)**

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**APPENDIX A  
CONTRACT DATA REQUIREMENTS LIST (CDRL) SUMMARY**

<b>CDRL</b>	<b>Data Item Title</b>	<b>DID</b>	<b>Approval Required</b>
B001	Records of Meeting / Minute Report	DI-ADMN-81505	A
B002	Integrated Master Schedule	DI-MGMT-81650	A
B003	Contract Funds Status Report	DI-MGMT-81468	NA
B004	Cost Performance Report	DI-MGMT-81466A	NA
B005	Life Cycle Cost And Independent Schedule Assessment Report	DI-FNCL-80448	NA
B006	Data Accession List	DI-MGMT-81453	NA
B007	Spec Tree	DI-MISC-80508A	A
B008	System / Subsystem Design Description	DI-IPSC-81432A	NA
B009	Performance Specification Documents	DI-SDMP-81465A	A
B010	Interface Control Drawing Documentation	DI-CMAN-81248A	A
B011	Software Development Plan	DI-IPSC-81427A	A
B012	Safety Assessment Report	DI-SAFT-80102B	A
B013	JLENS System Model	DI-MISC-80048	NA
B014	Presentation Material	DI-ADMN-81373	A
B015	Test Plan	DI-NDTI-80566	A
B016	Test Inspection Reports	DI-NDTI-80809B	A
B017	Integrated Support Plan	DI-MGMT-80004	A
B018	Hazardous Materials Management Program Plan	DI-MGMT-81398	A
B019	Operations Security (OPSEC) Plan	DI-MGMT-80934A	A
B020	Producibility Analysis Report	DI-MGMT-80797	A
B021	Interface Design Description	DI-IPSC-81436A	NA
B022	Hazardous Materials Management Program Report	DI-MISC-81397	A
B023	Computer Software End Items	DI-MCCR-80700	A
B024	Software Version Description	DI-IPSC-81442A	A
B025	Contract Work Breakdown Structure	DI-MGMT-81334B	A
B026	Cost Data Summary Report DD form 1921	DI-FNCL-81565A	A
B027	Functional Cost-Hour and Progress Curve Report DD Form 1921-1	DI-FNCL-81566A	A
B028	Management Plan (Quality Assurance Plan)	DI-MGMT-80004	A
B029	Software Requirements Specification	DI-IPSC-81433A	A

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B030		DI-MGMT-80004	A
B031		DI-MGMT-80004	A
B032	Interface Requirements Specification	DI-IPSC-81434A	A
B033	Software Design Description	DI-IPSC-81435A	A
B034	Software Product Specification	DI-IPSC-81441A	A
B035	Software Test Plan	DI-IPSC-81438A	A
B036	Software Test Description	DI-IPSC-81439A	NA
B037	Software Test Report	DI-IPSC-81440A	A
B038	Software Installation Plan	DI-IPSC-81428A	A
B039	Engineering Change Proposal	DI-CMAN-80639C	A
B040	Notice Of Revision	DI-CMAN-80642C	A
B041	Transition Plan	DI-MGMT-80790	A
B042	Acceptance Test Plan	DI-QCIC-80553	A
B043	DISR	DI-MISC-80508A	A
B044	System Engineering Management Plan	DI-MGMT-81024	A
B045	Management Plan (System Safety Program Plan)	DI-MGMT-80004	A
B046	Management Plan (Simulation Support Plan)	DI-MGMT-80004	A
B047	Management Plan (Configuration Management Plan)	DI-MGMT-80004	A
B048	SW Resources Report - Initial	DI-MISC-80508A	NA
B049	SW Resources Report - Final	DI-MISC-80508A	NA
B050	Level of Repair Analysis	DI-MISC-80508A	A
B051	Logistics Trade Off Analysis	DI-MISC-80508A	A
B052	Management Plan (Program Management Plan)	DI-MGMT-80004	A
B053	Management Plan (SIL Validation Plan)	DI-MGMT-80004	A
B054	Logistics Management Information (LMI) Data Product(s)	DI-ALSS-81529	A
B055	Logistics Management Information (LMI) Summaries	DI-ALSS-81530	A
B056	Management Plan (Facilitization Plan)	DI-MGMT-80004	A
B057	Engineering Drawings	DI-DRPR-80651	NA
B058	Management Plan (Risk Management Plan)	DI-MGMT-80004	A
B059	Request for Deviation (RFD)	DI-CMAN-80640C	A
B060	Engineering Release Record (ERR)	DI-CMAN-80643C	A
B061	Failure Analysis and Corrective Action Report	DI-RELI-81315	NA
B062	Management Plan (Manufacturing Plan)	DI-MGMT-80004	NA

(b)(3)(A)  
(i)&Title  
10 Sec 130  
(a)(b)

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**APPENDIX B  
ACRONYMS**

<b>A</b>	
A	Applicable (as used in Appendix A)
AR	Army Regulation
ATP	Acceptance Test Plan
<b>B</b>	
BIT/BITE	Built In Test/Built In Test Equipment
<b>C</b>	
C&A	Certification and Accreditation
CADM	Core Architecture Data Architecture Models
CAIV	Cost as an Independent Variable
CASE	Computer Aided Software Engineering
CCDR	Contractor Cost Data Report
CCP	Change Control Process
CDM	Configuration/Data Management
CDRL	Contract Data Requirement List
CDR	Critical Design Review
CI	Critical Item
CFSR	Contract Funds Status Report
CM	Configuration Management
CMP	Configuration Management Plan
CPG	Communication and Processing Group
COTS	Commercial Off The Shelf
CPC	Corrosion Prevention and Control
CPR	Cost Performance Report
CSCI	Computer Software Configuration Item
CSDR	Cost and Software Data Report
CTTA	Certified TEMPEST Technical Authority
CWBS	Contract Work Breakdown Structure
<b>D</b>	
DCARC	Defense Cost and Resource Center
DIACAP	DoD Information Assurance Certification and Accreditation Process
DISR	DoD Information Technology Standards Registry
DITSCAP	DoD Information Technology Security Certification and Accreditation Process
DoD	Department of Defense
DoDAF	DoD Architecture Framework
DoDI	Department of Defense Instruction
DoDD	Department of Defense Directive
<b>E</b>	

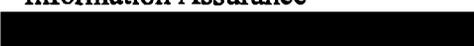
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E3	Electromagnetic Environment Effects (EMI, EMC, EMV)
ECP	Engineering Change Proposal
EMC	Electromagnetic Compatibility
EMI	Electromagnetic Interference
EMV	Electromagnetic Vulnerability
EVM	Earned Value Management

<b>F</b>	
FCR	Fire Control Radar
FDE	Force Development Experiment
FDT	Force Development Test
FRACAS	Failure Reporting and Corrective Action System
FRP	Full Rate Production
FTE	Full Time Equivalent

<b>G</b>	
GFP	Government Furnished Property
GIG	Global Information Grid
GOTS	Government Off The Shelf

<b>H</b>	
HFE	Human Factors Engineering
HHAR	Health Hazard Assessment Report
HMMP	Hazardous Material Management Program
HTS	Hazard Tracking System

<b>I</b>	
IA	Information Assurance
	
LAW	In Accordance With
IBR	Integrated Baseline Review
ICD	Interface Control Document
ICEP	Interoperability Certification Evaluation Plan
IDD	Identification Design Description
IDE	Integrated Data Environment
ILS	Integrated Logistics Support
IMP	Integrated Master Plan
IMS	Integrated Master Schedule
IOT	Initial Operation Test
IPT	Integrated Product Team
ISP	Integrated Support Plan
IT	Information Technology
IV&V	Independent Verification and Validation

(b)(3)(A)(i)&Title 10  
Sec 130 (a)(b)

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JLENS	Joint Land Attack Cruise Missile Defense Elevated Netted Sensor System
JPO	JLENS Product Office
JSSSC	Joint Software System Safety Committee
<b>L</b>	
LOE	Level of effort
LORA	Level of Repair Analysis
LMI	Logistics Management Information
LRIP	Low Rate Initial Production
LUT	Limited User Test
<b>M</b>	
MAC	Mission Assurance Category
MANPRINT	Manpower Personnel Integration
MMS	Mobile Mooring Station
MTP	Master Test Plan
<b>N</b>	
NA	Not Applicable (as used in Appendix A)
NAS	National Aerospace Standard
NSTISSAM	National Security Telecommunications and Information Systems Security Advisory Memorandum
<b>O</b>	
O&S	Operations And Support
OPSEC	Operations Security
<b>P</b>	
PDR	Preliminary Design Review
PEM	Plastic Encapsulated Microcircuits
PEO MS	Program Executive Office for Missiles and Space
PMB	Performance Measurement Baseline
POC	Point of Contact
PPV	Product/Process Verification
PRR	Production Readiness Review
PSE	Peculiar Support Equipment
<b>R</b>	
RFD	Request for Deviation
RVM	Requirements Verification Matrix
<b>S</b>	
SA	Supportability Analysis
SCDR	Software Critical Design Review

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SEE	Software Engineering Environment
SEMP	Systems Engineering Management Plan
SDD	System Development and Demonstration
SDP	Software Development Plan
SFR	System Functional Review
SI	System Integration
SIE	Special Inspection Equipment
SIL	System Integration Laboratory
SMART	Simulation and Modeling for Acquisition, Requirements and Training
SOW	Statement of Work
SoS	PEO MS [REDACTED] [REDACTED] System of System
SQA	Software Quality Assurance
SQT	Software Qualification Test
SRR	Software Requirements Review
SRR	System Requirements Review
SRDR	Software Resources Data Report
SSAA	System Security Authorization Agreement
SSDD	System Subsystem Design Document
SSHA	System Safety Hazard Analysis
SSP	System Safety Program
ST	Special Tooling
STD	Software Test Description
STRR	System Test Readiness Review
STE	Special Test Equipment
SuR	Surveillance Radar
<b>T</b>	
T&E	Test and Evaluation
TEMPEST	Transient Emission of PulsE Surveillance Technology
TMDE	Test Measurement and Diagnostic Equipment
TOA	Trade-Off Analysis
TRR	Test Readiness Reviews
<b>V</b>	
VV&A	Verification, Validation and Accreditation
<b>X</b>	
XML	eXtensible Markup Language

(b)(3)(A)(i)&Title  
10 Sec 130 (a)(b)

Numerics and Symbols  
24/7

24 hours a day, 7 days a week

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Performer: United States Army (USA) Joint Land Attack Cruise Missile Defense Elevated Netted Sensor System (JLENS) Product Office.

Contract Support: Raytheon Company (Prime Contractor for JLENS Development Program)

References:

1)

[Redacted]

(b)(3)(A)  
(i)&Title 10  
Sec 130 (a)(b)

2)

[Redacted]

Statement of Objectives:

In FY08-FY09, the [Redacted] conduct a study of potential JLENS [Redacted] The effort assessed both technical feasibility and provided suggested operational concepts that would be consistent and complementary (minimally disruptive) with already planned JLENS operational constructs. The Army JLENS study assessed:

(b)(3)(A)  
(i)&Title 10  
Sec 130 (a)(b)

1) For the [Redacted]

a. Contributions of JLENS system to assess whether [Redacted]

[Redacted] This involved the potential exploitation of data [Redacted]

b. Ability of JLENS system to contribute to [Redacted]

[Redacted]

c. Ability of JLENS system to determine if there is any [Redacted]

[Redacted]

(b)(3)(A)  
(i)&Title 10  
Sec 130 (a)(b)

2) For the Force Protection Mission Area, the study addressed

a. The ability of JLENS to contribute to [Redacted]

[Redacted] The study addressed CONOPS where JLENS may be able to

[Redacted]

(b)(3)(A)  
(i)&Title 10  
Sec 130 (a)(b)

3) The study recommended key next steps for additional data collect and demonstrations.

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In FY10-FY11, the [redacted] funded the Army JLENS office to conduct a study that [redacted] JLENS Surveillance System

(b)(3)(A)  
(i)&Title 10  
Sec 130 (a)(b)

The results of this study provided evidenced to move forward with a non-interference data collection effort during JLENS testing at the [redacted]

**FY12 Tasks:**

1. The USA JLENS office will execute data collection project to demonstration the [redacted] The effort will initially focus on recording stimulant release and other applicable field data, and then [redacted] Up to 3 data collection events will be planned during the 6 month period at [redacted] or other locations as may provide sufficient data to compare to analytic work previously conducted. We are assuming that any JLENS participation would be "piggybacking" on these releases. In other words, treat these event as "targets of opportunity".

(b)(3)(A)  
(i)&Title 10 Sec  
130 (a)(b)

**Test/Demonstration Planning**

- Update plans as necessary to support a live demonstration with JLENS at [redacted] or other sites
  - Generation of a JLENS Test Plan to include a detailed description of the live demonstration to be performed at [redacted] JLENS system configuration, data collection parameters and test reports
  - Participation in [redacted] and review meetings
  - Scheduling [redacted] and required personnel for the [redacted] based on a non-interference basis with other [redacted]
  - Preparation and conduct of a pre-demonstration readiness brief
  - Collection of applicable radar data during the [redacted]
  - Generation of JLENS final test report

(b)(3)(A)  
(i)&Title  
10 Sec 130  
(a)(b)

**FY12 Deliverables:**

- Support working group meetings with [redacted] and Support working group technical meetings
- JLENS [redacted]
- JLENS [redacted]
- JLENS Final Report in March 2012
- Short monthly project financial and performance status reports via e-mail or telecom
- Security Plan if required, which describes methods to ensure appropriate protection of JLENS information

(b)(3)(A)  
(i)&Title  
10 Sec 130  
(a)(b)

**Estimated Period of Performance for this Military Interdepartmental Purchase Request (MIPR):**

September 2011 – June 2012

**Basis of Estimate (BOE):**

FY12:

JLENS Program Office and Contract Support                      \$250K

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**Points of Contact:**

**Address MIPR to:**

**Program Executive Office(PEO), Missile and Space Cruise Missile Defense Systems (CMDS)  
Project Office**

**(SFAE-MSLS-CMDS-BMD-FM)**

**ATTN: [REDACTED] Bldg 5308 Redstone, Arsenal, AL  
35898-5082**

**CMDS Fin POC: [REDACTED]  
EMAIL: [REDACTED]**

(b)(6)

**CMDS Tech POC [REDACTED]  
EMAIL [REDACTED]**

**A&AS Support:  
[REDACTED] JLENS SETA Engineering Support  
W/le. CAS Group**

(b)(6)

**[REDACTED]  
E-MAIL [REDACTED]**

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AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE	PAGE OF PAGES
				V	1   11
2. AMENDMENT/MODIFICATION NO. <b>P00241</b>	3. EFFECTIVE DATE <b>20 OCT 11</b>	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (if applicable)		
6. ISSUED BY UBASMDQ/ARSTRAT BMDQ-RDC PO BOX 1800 HUNTSVILLE AL 35897-3801	CODE <b>W9113M</b>	7. ADMINISTERED BY (if other than item 6) DCMA RAYTHEON 80 APPLE HILL DRIVE M/S T8FR2 TEWKSBURY MA 01876	CODE <b>82206A</b>		
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) RAYTHEON COMPANY 350 LOWELL ST. ANDOVER MA 01810-4400				9A. AMENDMENT OF SOLICITATION NO.	
				9B. DATED (SEE ITEM 11)	
				X	10A. MOD. OF CONTRACT/ORDER NO. DASG60-98-C-0001
				X	10B. DATED (SEE ITEM 13) 30-Jan-1998
CODE <b>05716</b>	FACILITY CODE				
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of offer <input type="checkbox"/> is extended. <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA (if required) <b>See Schedule</b>					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).					
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.232-22, Limitation of Funds* and Mutual Agreement					
D. OTHER (Specify type of modification and authority)					
E. IMPORTANT: Contractor <input type="checkbox"/> is not. <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: <b>[REDACTED]</b> To increase and fund SubCLIN 0017AA in the amount of \$891,421 as settlement of the proposal submitted by the contractor to provide five (5) non-tactical, heat-producing Environmental Control Units (ECUs), or heater kits, required to protect sensitive components during periods of storage or transportation. <span style="float: right;">(b)(6)</span>					
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.					
15A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)			15B. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)		
[REDACTED]			[REDACTED] <span style="float: right;">(b)(6) (b)(6)</span>		
15C. DATE SIGNED <b>10/17/2011</b>			15D. DATE SIGNED <b>20 Oct 11</b>		
[REDACTED]			[REDACTED] (Signature of Contracting Officer) <span style="float: right;">(b)(6)</span>		

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SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

1. SECTION A - SOLICITATION/CONTRACT FORM

The total cost of this contract was increased by \$691,421.00 from \$1,813,052,018.00 to \$1,813,743,439.00.

2. SECTION B - SUPPLIES OR SERVICES AND PRICES

SUBCLIN 0017AA

The target cost has increased by [redacted] from [redacted] to \$1,446,860,337.00.

The target profit/fee has increased by [redacted] from [redacted] to \$129,134,655.00.

The total cost of this line item has increased by \$691,421.00 from \$1,575,303,571.00 to \$1,575,994,992.00.

(b)(4)

This includes an increase in target cost of [redacted] consisting of a [redacted] increase in cost and a [redacted] increase in facilities capital cost of money, and an increase in target fee of [redacted] which is [redacted] of target cost less facilities capital cost of money.

(b)(4)

(b)(4)

B-17. INCENTIVE FEE FOR SUBCLIN 0017AA/CLIN 0018 (SEE H-19):

In accordance with FAR 52.216-7, entitled "Allowable Cost and Payments", and FAR 52.216-10, entitled "Incentive Fee", the total amount for reimbursement of cost and fee for performance under SubCLIN 0017AA/CLIN 0018 are set forth below:

Target Cost [redacted]  
Target Fee [redacted]

(b)(4)

Incentive Arrangement: Maximum Fee: [redacted]  
Minimum Fee: [redacted]

(Share Ratio: Government/Contractor)

Underrun: [redacted] or the amount by which the total allowable cost is less than the target cost until maximum fee is attained.

(b)(4)

Overrun: [redacted] or the amount by which the total allowable cost exceeds the target cost until minimum fee is attained.

FAR 52.216-10, INCENTIVE, paragraph (e)(1), is stated as follows:

(e) Fee Payable.

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

(b)(4)

B-18. TARGET COST, TARGET FEE, MINIMUM INCENTIVE FEE, MAXIMUM INCENTIVE FEE, AND INCENTIVE ARRANGEMENT FOR SUBCLIN 0017AA/CLIN 0018:

SUBCLIN 0017AA - (Two SDD JLENS Systems)

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- a. Target cost: [REDACTED]
- b. Target fee: [REDACTED]
- c. Minimum incentive fee: [REDACTED]
- d. Maximum incentive fee: [REDACTED]
- e. Total target cost and target fee: **\$1,575,994,992**

(b)(4)

3. SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by \$691,421.00 from \$1,745,707,881.88 to \$1,746,399,302.88.

SUBCLIN 0017AA:

MQ: 21 1 2040 5L 5L68 P172419E555L 255Y 4M1J741900 S01021 4M1J741900/14MJLE/4M5 was increased by \$691,421.00 from \$0.00 to \$691,421.00  
The contract ACRN MQ has been added.

Target Cost, Target Fee, and Total for the above increase of \$691,421 is distributed as follows and includes an increase in target cost of [REDACTED] of cost and [REDACTED] facilities capital cost of money) and an increase in target incentive fee of [REDACTED] which is [REDACTED] of target cost less facilities capital cost of money.

(b)(4)

Target Cost	[REDACTED]
Target Fee	[REDACTED]
Total	\$691,421

IMPLEMENTATION OF AND EXPLANATION OF THE RELATIONSHIP OF THE LIMITATION OF FUNDS (LOF) CLAUSE TO FEE OBLIGATIONS, subparagraph c., is revised to read as follows:

SUBCLIN 0017AA :

	<u>PRIOR</u>	<u>THIS MODIFICATION</u>	<u>CUMULATIVE TOTAL*</u>
(1) Amount Required for Full Funding, Including Fee:	\$1,575,303,571	\$691,421	\$ 1,575,994,992
(2) Amount Allotted Under the LOF Clause for Payment of Costs:	[REDACTED]	[REDACTED]	[REDACTED]
(3) Amount Separately Obligated for Payment of Fee:	[REDACTED]	[REDACTED]	[REDACTED]
(4) Total Amount Allotted and Obligated:	\$1,520,369,690.52	\$691,421	\$1,521,061,111.52
(5) Net Amount Required for Full Funding	\$ 54,933,880.48	\$ 0	\$ 54,933,880.48

(b)(4)

\* These figures take into consideration the negotiated total value of SubCLIN 0017AA (This does not include SubCLIN 17AH)

4. SECTION H – SPECIAL CONTRACT REQUIREMENTS is revised as follows:

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Paragraph H-19, INCENTIVE FEE STRUCTURE AND PAYMENT FOR CLIN 0017, SYSTEM DEVELOPMENT AND DEMONSTRATION (SDD), subparagraphs a. and b., are revised as follows:

a. General.

SubCLIN 0017AA, System Development and Demonstration (SDD), is a cost-plus-incentive-fee (CPIF) Line Item with cost and schedule incentives as described below. Paragraph H-19(b) applies only to the Cost Incentive and Paragraph H-19(c) applies only to the Schedule Incentive. The contract price amount of \$1,575,994,992 includes a target cost of [REDACTED] which includes [REDACTED] of cost and [REDACTED] of facilities capital cost of money) and a target incentive fee of [REDACTED] which is [REDACTED] of target cost less facilities capital cost of money. (b)(4)

b. Cost Incentive.

- (1) The target fee payable under SubCLIN 0017AA is [REDACTED] of the target cost less facilities capital cost of money [REDACTED] an amount equal to [REDACTED]
- (2) The maximum fee payable under SubCLIN 0017AA is [REDACTED] of the target cost less facilities capital cost of money [REDACTED] an amount equal to [REDACTED]
- (3) The minimum fee payable under SubCLIN 0017AA is [REDACTED] of the target cost less facilities capital cost of money [REDACTED] an amount equal to [REDACTED]
- (4) Fee will be adjusted for actual cost that is less than or more than the target cost stated above using a share ratio of [REDACTED] Government [REDACTED] contractor for actual costs less than the target cost, and a ratio of [REDACTED] Government / [REDACTED] contractor for actual costs greater than the target cost range applied according to Paragraph H-19(c)(1).
- (5) Nothing stated in this clause shall take precedence over the clause 52.216-10 - Incentive Fee contained in this contract.

c. Schedule and Performance Incentive.

(1) A maximum [REDACTED] "flat zone" will be established at the target cost value of [REDACTED] with the conduct of milestones below. The "flat zone" over which the contractor will earn target fee is for eligible costs from [REDACTED] to [REDACTED] once the program milestones set forth below are conducted. (b)(4)

(a) [REDACTED] of the maximum benefit of the "flat zone", earned by the conduct of the SDD System Functional Review NLT 2nd Quarter, Fiscal Year 2007. (It is hereby acknowledged by the government that Raytheon completed the requirement for this flat zone and earned the "Flat Zone" schedule incentive of [REDACTED] Final determination of incentive fee payment utilizing the "Flat Zone" amount will be made at the conclusion of the contract. [REDACTED] (b)(4)

(b) [REDACTED] of the maximum benefit of the "flat zone", earned by the conduct of SDD Orbit Critical Design review NLT 2nd Quarter, Fiscal Year 2009. (It is hereby acknowledged by the government that Raytheon completed the requirement for this flat zone and earned the "Flat Zone" schedule incentive of [REDACTED] Final determination of incentive fee payment utilizing the "Flat Zone" amount will be made at the conclusion of the contract. Reference letter, dated 12 January 2009, from [REDACTED] (b)(4)  
(b)(6)  
(b)(6)

(3) For Earned Value and cost reporting purposes, the target cost value of [REDACTED] will be used. (b)(4)

d. Changes issued under FAR 52.243-2, Changes - Cost Reimbursement

In the event of a change issued under FAR 52.243-2, Changes - Cost Reimbursement, it is agreed that changes to the

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performance and schedule incentive may be considered a part of the equitable adjustment. In the event that any Options to CLIN 0017 are added and exercised, the incentive fee for cost and schedule/performance applicable to the Option will be incorporated in accordance with the incentive fee structure of this provision.

5. The following is an update to Modification P00240 showing a summary of funding by ACRN through Modification P00241:

<u>ACRN</u>	<u>FUNDING</u>
AA	440,100.00
AB	2,298,235.00
AC	17,832,987.00
AD	0.00
AE	7,500,000.00
AF	3,300,000.00
AG	17,192,400.00
AH	700,000.00
AJ	200,000.00
AK	85,000.00
AL	45,000.00
AM	17,045,000.00
AN	5,800.00
AP	20,779,000.00
AQ	105,000.00
AR	35,000.00
AS	0.00
AT	6,984,678.52
AU	7,970,000.00
AV	0.00
AW	100,000.00
AX	3,396,000.00
AY	550,000.00
AZ	19,412,000.00
BA	24,527,878.00
BB	146,000.00
BC	72,000.00
BD	85,000.00
BE	100,000.00
BF	100,000.00
BG	1,975,321.00
BH	38,018,908.00
BJ	7,896,673.34
BK	260,000.00
BL	0.00
BM	125,000.00
BN	103,000.00
BP	10,199,288.50
BU	350,000.00
BV	9,000.00

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BW	84,896,852.00
BX	1,146,000.00
BY	3,880,000.00
BZ	190,000.00
KL	118,250.00
KM	192,793,000.00
KN	0.00
KQ	92,811.00
KR	0.00
KS	0.00
KT	386,377,998.00
KU	2,203,183.00
KV	65,000.00
KW	20,000.00
KX	60,000.00
KY	25,000.00
KZ	25,000.00
LA	13,508.00
LB	12,500.00
LC	200,000.00
LD	7,943,648.00
LE	1,173,850.00
LF	10,000.00
LG	62,000.00
LH	400,000.00
LJ	7,476.00
LK	\$281,575,897.00
LL	\$173,798.00
LM	\$1,410,376.00
LN	\$630,061.00
LP	\$83,200.00
LQ	\$235,566.00
LR	\$125,000.00
LS	\$6,069,616.00
LT	\$530,377.00
LU	\$9,100,000.00
LV	\$1,957,265.00
LW	\$255,567.00
LX	\$68,000.00
LY	\$264,807,424.52
LZ	\$1,751,384.00
MA	\$2,982,442.00
MB	\$375,000.00
MC	\$2,283,481.00
MD	\$8,573.00
ME	\$0.00
MF	\$268,162,809.00
MG	\$6,262,095.00
MH	\$213,390.00
MJ	\$858,495.00

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MK	\$56,076.00
ML	\$116,044.00
MM	\$1,618,600.00
MN	\$2,087,000.00
MP	\$250,000.00
MQ	\$691,421.00

6. The following is an update to Modification P00240 showing a summary of funding by CLIN by ACRN through Modification P00241:

<u>CLIN</u>	<u>ACRN</u>	<u>FUNDING AMT</u>	<u>CLIN TOTAL</u>
CLIN 0001	AA	440,100.00	
CLIN 0001	AD	0.00	
			<u>440,100.00</u>
CLIN 0003	AB	2,298,235.00	
CLIN 0003	AC	17,832,987.00	
CLIN 0003	AD	0.00	
CLIN 0003	AE	7,500,000.00	
CLIN 0003	AF	3,300,000.00	
CLIN 0003	AG	17,192,400.00	
CLIN 0003	AH	700,000.00	
CLIN 0003	AM	17,045,000.00	
CLIN 0003	AN	5,800.00	
CLIN 0003	AP	20,779,000.00	
CLIN 0003	AS	0.00	
CLIN 0003	AT	6,984,678.52	
CLIN 0003	AW	100,000.00	
CLIN 0003	AY	550,000.00	
			<u>94,288,100.52</u>
CLIN 0005	BA	24,527,878.00	
CLIN 0005	BB	146,000.00	
CLIN 0005	BC	72,000.00	
CLIN 0005	BD	85,000.00	
CLIN 0005	BE	100,000.00	
CLIN 0005	BF	100,000.00	
CLIN 0005	BG	1,975,321.00	
CLIN 0005	BH	38,018,908.00	
CLIN 0005	BL	0.00	
CLIN 0005	BZ	0.00	
			<u>65,025,107.00</u>
CLIN 0007AA	BP	10,199,288.50	
			<u>10,199,288.50</u>

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CLIN 0009AA	AQ	45,106.00
CLIN 0009AA	AV	0.00
CLIN 0009AA	BK	256,545.00
CLIN 0009AA	BM	125,000.00
CLIN 0009AA	BN	21,315.00
		<u>447,966.00</u>
CLIN 0009AB	AJ	200,000.00
CLIN 0009AB	AK	85,000.00
CLIN 0009AB	AL	45,000.00
CLIN 0009AB	AQ	59,894.00
CLIN 0009AB	AR	35,000.00
CLIN 0009AB	BK	3,455.00
CLIN 0009AB	BN	81,685.00
CLIN 0009AB	BU	350,000.00
CLIN 0009AB	BV	9,000.00
		<u>869,034.00</u>
CLIN 0013	AU	7,970,000.00
CLIN 0013	AX	3,396,000.00
CLIN 0013	AY	0.00
CLIN 0013	AZ	19,412,000.00
CLIN 0013	BJ	7,896,673.34
		<u>38,674,673.34</u>
CLIN 0017	BW	0.00
CLIN 0017	KM	0.00
		<u>0.00</u>
CLIN 0017AA	BY	3,880,000.00
CLIN 0017AA	BX	1,146,000.00
CLIN 0017AA	BW	84,896,852.00
CLIN 0017AA	BZ	0.00
CLIN 0017AA	KM	192,793,000.00
CLIN 0017AA	KN	0.00
CLIN 0017AA	KQ	66,151.00
CLIN 0017AA	KS	0.00
CLIN 0017AA	KT	386,204,200.00
CLIN 0017AA	KU	2,203,183.00
CLIN 0017AA	KY	0.00
CLIN 0017AA	LC	200,000.00
CLIN 0017AA	LD	7,943,648.00
CLIN 0017AA	LE	0.00
CLIN 0017AA	LH	400,000.00
CLIN 0017AA	LJ	7,476.00
CLIN 0017AA	LK	281,575,897.00
CLIN 0017AA	LQ	235,566.00
CLIN 0017AA	LS	6,069,616.00

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CLIN 0017AA	LT	530,377.00	
CLIN 0017AA	LU	\$9,100,000.00	
CLIN 0017AA	LV	\$1,957,265.00	
CLIN 0017AA	LW	\$255,567.00	
CLIN 0017AA	LX	\$68,000.00	
CLIN 0017AA	LY	\$264,807,424.52	
CLIN 0017AA	MB	\$375,000.00	
CLIN 0017AA	MC	\$2,283,481.00	
CLIN 0017AA	MD	\$8,573.00	
CLIN 0017AA	ME	\$0.00	
CLIN 0017AA	MF	\$268,162,809.00	
CLIN 0017AA	MH	\$213,390.00	
CLIN 0017AA	MJ	\$858,495.00	
CLIN 0017AA	MK	\$56,076.00	
CLIN 0017AA	ML	\$116,044.00	
CLIN 0017AA	MM	\$1,618,600.00	
CLIN 0017AA	MN	\$2,087,000.00	
CLIN 0017AA	MP	\$250,000.00	
<b>CLIN 0017AA</b>	<b>MQ</b>	<b>\$691,421.00</b>	
			<b>1,521,061,111.52</b>
CLIN 0017AB	KL	118,250.00	118,250.00
CLIN 0017AC	BZ	190,000.00	190,000.00
CLIN 0017AD	KN	0.00	
CLIN 0017AD	KS	0.00	
			0.00
CLIN 0017AE	LL	173,798.00	173,798.00
CLIN 0017AH	KT	173,798.00	173,798.00
CLIN 0020AA	KN	0.00	
CLIN 0020AA	KQ	26,660.00	
			26,660.00

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CLIN 0021AA	KW	0.00	
			<u>0.00</u>
CLIN 0021AB	KV	0.00	
CLIN 0021AB	LB	0.00	
CLIN 0021AB	KX	0.00	
CLIN 0021AB	KY	0.00	
			<u>0.00</u>
CLIN 0021AC	KZ	0.00	
CLIN 0021AC	LA	0.00	
			<u>0.00</u>
CLIN 0022	KW	0.00	
			<u>0.00</u>
CLIN 0023	KX	60,000.00	
CLIN 0023	KY	25,000.00	
CLIN 0023	KV	65,000.00	
CLIN 0023	LB	12,500.00	
CLIN 0023	LF	10,000.00	
CLIN 0023	LR	\$125,000.00	
			<u>297,500.00</u>
CLIN 0024	LA	13,508.00	
CLIN 0024	LG	62,000.00	
CLIN 0024	KZ	25,000.00	
CLIN 0024	KW	20,000.00	
CLIN 0024	LP	83,200.00	
			<u>203,708.00</u>
CLIN 0025	LE	1,173,850.00	
CLIN 0025	LM	1,080,404.00	
CLIN 0025	MA	0.00	
			<u>2,254,254.00</u>
CLIN 0026	LN	630,061.00	
			<u>630,061.00</u>
CLIN 0027	LZ	1,751,384.00	
			<u>1,751,384.00</u>
CLIN 0028	LM	329,972.00	
CLIN 0028	MA	2,982,442.00	
CLIN 0028	MG	6,262,095.00	

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9,574,509.00

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7. In consideration of the modification agreed to herein as complete equitable adjustment for the JLENS Heater Kit proposal submitted via Raytheon letter JLENS-23414-11-025, dated 11 March 2011, and revised via Raytheon letters JLENS-23414-11-087, dated 17 September 2011, and JLENS-23414-11-087(a), dated 12 October 2011, the contractor hereby releases the government from any and all liability under this contract for further equitable adjustments attributable to such facts or circumstances giving rise to the proposal for adjustment.

(End of Summary of Changes)

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**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

I. CONTRACT ID CODE **V** PAGE OF PAGES **1 | 6**

2. AMENDMENT/MODIFICATION NO. **P00242** 3. EFFECTIVE DATE **03 NOV 11** 4. REQUISITION/PURCHASE REQ. NO. 5. PROJECT NO. (If applicable)

6. ISSUED BY CODE **W9113M** 7. ADMINISTERED BY (If other than item 6) CODE **S2205A**  
 USASMDC/ARSTRAT  
 8MDC-RDC  
 PO BOX 1800  
 HUNTSVILLE AL 35807-3801  
 DCMA RAYTHEON  
 80 APPLE HILL DRIVE  
 M/S T2FR2  
 TEWKSBURY MA 01876

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)  
 RAYTHEON COMPANY  
 350 LOWELL ST.  
 ANDOVER MA 01810-4403

9A. AMENDMENT OF SOLICITATION NO.  
 9B. DATED (SEE ITEM 11)  
 X 10A. MOD. OF CONTRACT/ORDER NO. **DASG60-98-C-0001**  
 10B. DATED (SEE ITEM 13)  
 X 30-Jan-1998

CODE **05716** FACILITY CODE

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of offers  is extended,  is not extended.  
 Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:  
 (a) By completing items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

**12. ACCOUNTING AND APPROPRIATION DATA (If required)**

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.  
 B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).  
 X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 43.103(a)(3), Mutual Agreement  
 D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor  is not,  is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
 Modification Control Number: **[REDACTED]**  
 To revise Section H-19, INCENTIVE FEE STRUCTURE AND PAYMENT FOR CLIN 0017, SYSTEM DEVELOPMENT AND DEMONSTRATION (SDD), to add performance criteria and increase the flat zone opportunity. (b)(6)

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

15A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) **[REDACTED]** 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) **[REDACTED]** (b)(6)  
 15B. **[REDACTED]** 15C. DATE SIGNED **11/3/2011** BY **[REDACTED]** 16C. DATE SIGNED **3 Nov 11** (b)(6)  
 (Signature of Contracting Officer)

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

1. SECTION H – SPECIAL CONTRACT REQUIREMENTS is revised as follows:

Paragraph H-19, INCENTIVE FEE STRUCTURE AND PAYMENT FOR CLIN 0017, SYSTEM DEVELOPMENT AND DEMONSTRATION (SDD), subparagraph c., is revised as follows:

a. General.

SubCLIN 0017AA, System Development and Demonstration (SDD), is a cost-plus-incentive-fee (CPIF) Line Item with cost and schedule incentives as described below. Paragraph H-19(b) applies only to the Cost Incentive and Paragraph H-19(c) applies only to the Schedule Incentive. The contract price amount of \$1,575,994,992 includes a target cost of \$ [REDACTED] of cost and [REDACTED] of facilities capital cost of money) and a target incentive fee of [REDACTED] which is [REDACTED] of target cost less facilities capital cost of money. (b)(4)

b. Cost Incentive.

(1) The target fee payable under SubCLIN 0017AA is [REDACTED] of the target cost less facilities capital cost of money [REDACTED] an amount equal to [REDACTED] (b)(4)

(2) The maximum fee payable under SubCLIN 0017AA is [REDACTED] of the target cost less facilities capital cost of money [REDACTED] an amount equal to [REDACTED]

(3) The minimum fee payable under SubCLIN 0017AA is [REDACTED] of the target cost less facilities capital cost of money [REDACTED] an amount equal to [REDACTED]

(4) Fee will be adjusted for actual cost that is less than or more than the target cost stated above using a share ratio [REDACTED] Government [REDACTED] Contractor for actual costs less than the target cost, and a ratio of [REDACTED] Government / [REDACTED] Contractor for actual costs greater than the target cost range applied according to Paragraph H-19(c)(1). (b)(4)

(5) Nothing stated in this clause shall take precedence over the clause 52.216-10 - Incentive Fee contained in this contract.

c. Schedule and Performance Incentive.

(1) A maximum [REDACTED] "flat zone" will be established at the target cost value of [REDACTED] with the conduct of milestones below. The "flat zone" over which the contractor will earn target fee is for eligible costs from [REDACTED] to [REDACTED] once the program milestones set forth below are conducted. (b)(4)

(a) [REDACTED] of the maximum benefit of the "flat zone", earned by the conduct of the SDD System Functional Review NLT 2nd Quarter, Fiscal Year 2007. (It is hereby acknowledged by the government that Raytheon completed the requirement for this flat zone and earned the "Flat Zone" schedule incentive of [REDACTED]). Final determination of incentive fee payment utilizing the "Flat Zone" amount will be made at the conclusion of the contract. Reference letter [REDACTED] (b)(4)

(b) [REDACTED] of the maximum benefit of the "flat zone", earned by the conduct of SDD Orbit Critical Design review NLT 2nd Quarter, Fiscal Year 2009. (It is hereby acknowledged by the government that Raytheon completed the requirement for this flat zone and earned the "Flat Zone" schedule incentive of [REDACTED]). Final determination of incentive fee payment utilizing the "Flat Zone" amount will be made at the conclusion of the contract. Reference letter, [REDACTED] (b)(4)

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(c) [REDACTED] of the maximum benefit of the "flat zone", earned by the conduct of the Developmental Test 1 (DT-1) in accordance with the criteria set forth in Section J attachment entitled Flat Zone Performance Criteria for JLENS SDD Contract, Section H-19(c), dated 11/1/11. (b)(4)

(d) [REDACTED] of the maximum benefit of the "flat zone", earned by the conduct of the Electromagnetic Environmental Effects (E3) Testing in accordance with the criteria set forth in Section J attachment entitled Flat Zone Performance Criteria for JLENS SDD Contract, Section H-19(c), dated 11/1/11. (b)(4)

(e) [REDACTED] of the maximum benefit of the "flat zone", earned by the conduct of the Integrated Fire Control Event in accordance with the criteria set forth in Section J attachment entitled Flat Zone Performance Criteria for JLENS SDD Contract, Section H-19(c), dated 11/1/11. (b)(4)

(f) [REDACTED] of the maximum benefit of the "flat zone", earned by the conduct of the Functional Configuration Audit (FCA) #1 in accordance with the criteria set forth in Section J attachment entitled Flat Zone Performance Criteria for JLENS SDD Contract, Section H-19(c), dated 11/1/11. (b)(4)

(3) For Earned Value and cost reporting purposes, the target cost value of [REDACTED] will be used. (b)(4)

d. Changes issued under FAR 52.243-2, Changes - Cost Reimbursement

In the event of a change issued under FAR 52.243-2, Changes - Cost Reimbursement, it is agreed that changes to the performance and schedule incentive may be considered a part of the equitable adjustment. In the event that any Options to CLIN 0017 are added and exercised, the incentive fee for cost and schedule/performance applicable to the Option will be incorporated in accordance with the incentive fee structure of this provision.

2. SECTION J - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

The following has been revised to reflect an update to CLIN 0017, JLENS SDD Program Statement of Work and CLIN 0017, Contract Data Requirements List (DD Form 1423) and to delete CLIN 0017, Performance Incentive Fee Criteria/Evidence, undated and consisting of eight (8) pages:

<u>TITLE</u>	<u>DATE</u>	<u># OF PAGES</u>
Contract Security Classification Specification (DD Form 254), Revision 13 (Added per Modification P00235)	14 Apr 11	13
JLENS Software Source Code Specifically Negotiated License, License Number JLENS-SWLA-01 (Added per Modification P00166)	04 Sep 08	8
<u>CLIN 0017:</u> JLENS System Development and Demonstration (SDD) Program Statement of Work (Revised by Incorporating CSDR Plans dated 20 Febr 2007 in Appendix C per Modification P00136)	30 Nov 06 - Revised 20 Feb 07	37
JLENS System Development and Demonstration (SDD) Program Statement of Work (Added per Modification P00187)	Revised 06 Apr 09	38
JLENS System Development and Demonstration (SDD) Program Statement of Work, Revision 2 (Added per Modification P00207)	Revised 09 Mar 10	36

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JLENS System Development and Demonstration (SDD) Program Statement of Work, Revision 3 (Added per Modification P00239)	Revised 01 Sep 11	36	
JLENS System Development and Demonstration (SDD) Program Statement of Work (Added per Modification P00240)	Revised 26 Sep 11	36	
	March 08	1	(b)(3)(A) (i)&Title 10 Sec 130 (a)(b)
Contract Data Requirements List (DD Form 1423) Exhibit A with Distribution List & Data Item Nos. B001 through B062 (Replace Data Item Nos. B026 and B027, only Per Modification P00136) (Replace Data Item Nos. B048 and B049, only Per Modification P00143 & to add statement in Section A of Modification P00143) (Replace Data Item No. B033 only, per Modification P00161)	01 Dec 06	63	
	Revised 05 Apr 07		
	Revised 24 Oct 07		
	Revised 11 Jul 08	1	
Contract Data Requirements List (DD Form 1423) Exhibit A, Data Item Nos. B001 and B014 (Added per Modification P00187)	Revised 07 May 09	2	
Contract Data Requirements List (DD Form 1423) Exhibit A, Data Item Nos. B002 through B062 (less B014 ) (Added per Modification P00187)	Revised 20 Mar 09	60	
Contract Data Requirements List (DD Form 1423) Exhibit A, Data Item Nos. B001 and B014 (Added per Modification P00239)	Revised 30 Aug 11	2	
*Added statement below to address weekends/Holidays: (In Mod P00143)	24 October 07		
*Per a mutual agreement between Raytheon and JLENS Product Office all Contract Data Requirements List (CDRL's) (DD Form 1423) are due on the next business day after the required due date if the due date falls on Saturday, Sunday or a Government Holiday. In addition, for any CDRL with a requirement to resubmit within 10 days or less after receipt of comments, where Raytheon receives the comments on a Friday, the timeframe for resubmittal will begin on the next business day. Statement added in Mod P00143 on 24 Oct. 2007.			
GFE/GFP/GFS List for SDD Replaced with Rev. B List **Add items below For record-keeping purposes (Per Mod P00143) Replaced with Revision C List (Per Modification P00183) Replaced with Revision D List (Per Modification P00207)	28 Nov 06 15 Oct 07 Revised 22 Oct 07  09 Mar 09 23 Feb 10	2 6  12 11	

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\*\*Per the [REDACTED] Raytheon is authorized rent free use on a non-interference use of the equipment listed below for utilization on JLENS Fire Control Radar Prime Contract DASG60-98-C-0001 for the period from 19 April 2007 through 30 September 2011.

[REDACTED]

(b)(3)(A)  
(i)&Title  
10 Sec 130  
(a)(b)

[REDACTED]

[REDACTED]

(b)(3)(A)  
(i)&Title  
10 Sec 130  
(a)(b)

Hereby added in Mod P00148 for tracking purposes:

Originated in Basic Contract:

Government Furnished Equipment - Spiral 1

20 Jun 03 1 List

(Spiral 1 Equipment Transferred to Government

25 Mar 07\* 34 pages

Contract DASG60-00-C-0091, DD Form 1149 (attached)

(Revised 21 Nov 07)\* 34 pages

[REDACTED]

Ship to address:

[REDACTED]

(b)(6)

(b)(3)(A)  
(i)&Title  
10 Sec  
130 (a)(b)

\*NOTE: Items 1-1060 transferred to Contract DASG60-00-C-0091 per revised GFE list dated 21 Nov 07. Items 1061 - 1116 GFE items retained on Contract DASG60-98-C-0001 for Spiral 2 per GFE list dated 25 Mar 07.

JLENS Performance Specification, MIS-PRF-55628,  
Revision A  
(Added by reference per Modification P00168)

27 Jun 08

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Annex A to the JLENS Performance Specification,  
MIS-PRF-55628, Revision A  
(Added by reference per Modification P00168)

27 Jun 08

10

JLENS SDD DD250 Plan  
(Added per Modification P00207)

11 Dec 09

5

Engineering Change Proposal (ECP) MI-N3893,  
Revision 2, CDRL B039-005b

15 Nov 10

15

Engineering Change Proposal (ECP) MI-N3894,  
CDRL B039-006

18 Aug 10

16

Engineering Change Proposal (ECP) MI-N3895,  
CDRL B039-007

28 Sep 10

50

Engineering Change Proposal (ECP) JL1359  
(Added per Modification P00240)

20 Jun 11

7

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<b>Flat Zone Performance Criteria for JLENS SDD  Contract, Section H-19(c)  (Added per Modification P00242)</b>	<b>01 Nov 11</b>	<b>4</b>	
<u>CLINs 0023 and 00024</u> JLENS Simulation Support SOW dated 28 January 2008 [REDACTED] Simulation Support Tasks (Added per Mod P00160)	28 January 2008	2	(b)(3)(A) (i)&Title 10 Sec 130 (a)(b)
<u>CLIN 0025</u>			
JLENS Integrated Fire Control Demonstration Program Statement of Work, Revision 5 (Added per Modification P00211)	14 Sep 09	3	
JLENS Integrated Fire Control Demonstration Program Program and Technical Clarification Description, incorporated herein by reference (Added per Modification P00211)	30 Mar 10	26	
Contract Data Requirements List (DD Form 1423) Exhibit B, Data Items Nos. B001 through B004, with Data Item Descriptions (Added per Modification P00165)	16 Oct 07	19	
Contract Data Requirements List (DD Form 1423), CLIN 0028, Exhibit B, Data Item Nos. B001 through B006 (Added per Modification P00211)	16 Jun 10	6	
<u>CLIN 0027</u>			
JLENS System Integration Lab (SIL) Equipment List (Added per Modification P00196)	Undated	6	
Revision to System Integration Lab (SIL) Equipment List (Added per Modification P00217)	02 Aug 10	6	
(End of Summary of Changes)			

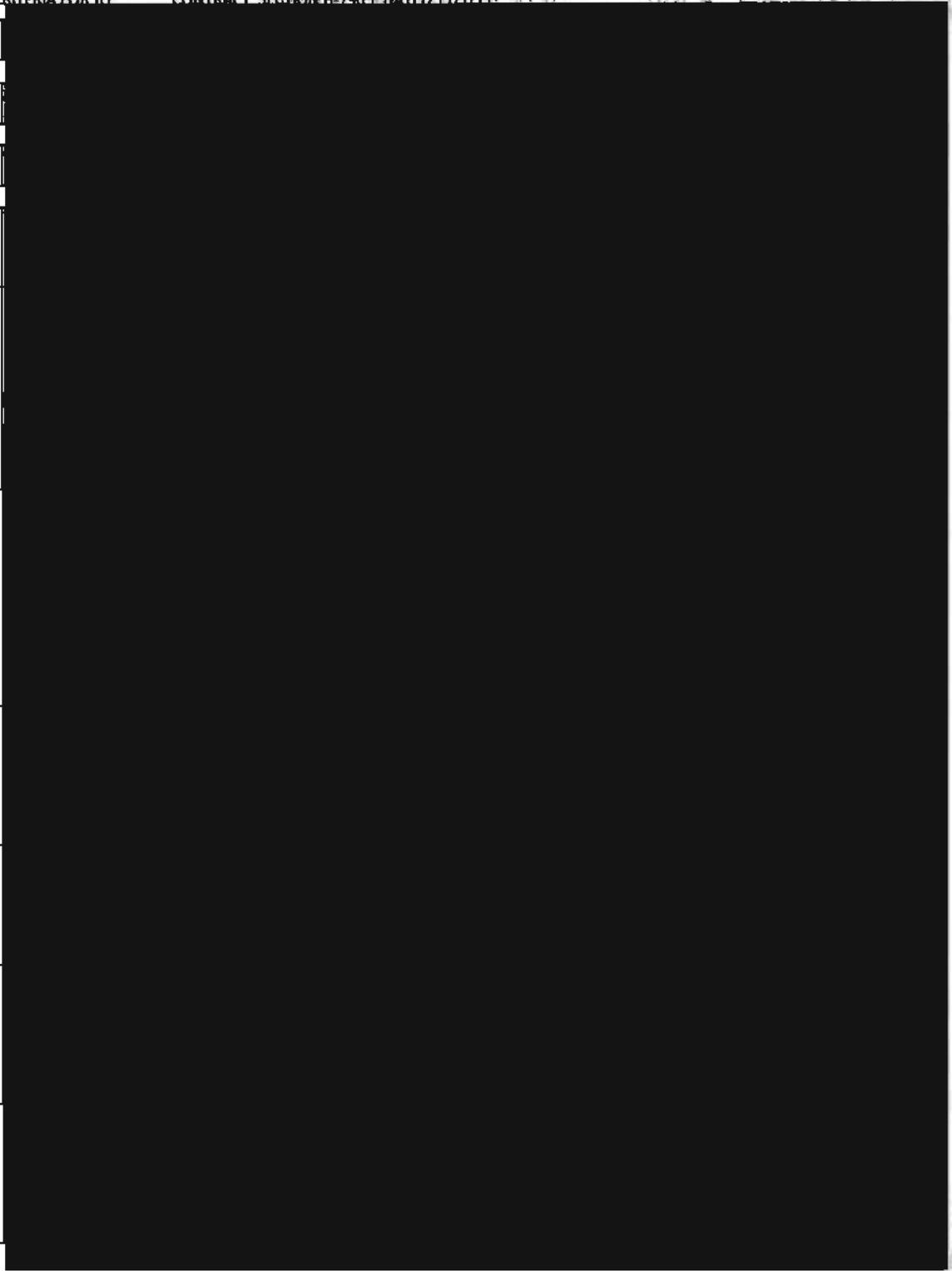
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Total Flat Spot Opportunity for Event	Event	Criteria
<div style="background-color: black; width: 100%; height: 100%;"></div>	SDD System Functional Review	Complete NLT 2nd Quarter Fiscal Year 2007
	SDD Orbit Critical Design Review	Complete NLT 2nd Quarter Fiscal Year 2009
	Developmental Test 1 (DT-1)	<p>Critical test planning events are documented in the IMS CDRL</p> <p>Applicable software builds are integrated and functional in the contractor System Integration Lab (SIL) and the SIL results have been presented in the DT-1 Test Readiness Review (TRR)</p> <p>Supporting analysis is delivered to the JPO which predicts successful test execution</p> <p>Contractor has effectively supported the CMDS SIL in pre-test and post-test analysis</p> <p>Applicable Verification Information Sheets and Verification Summary Reports for the System and each prime item are complete</p> <p>Validate through analysis, test, or demonstration applicable Orbit-level integrated functionality</p> <p>DT-1 is complete by 12/31/2011</p>

(b)(4)

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(b)(3)(A)(i)&Title 10  
Sec 130 (a)(b)



Total Flat Spot Opportunity for Event	Event	Criteria		Remarks
[Redacted]	Electromagnetic Environmental Effects (E3) Testing	Critical test planning events are documented in the IMS CDRL	[Redacted]	[Redacted]
[Redacted]		Site integration is complete at [Redacted] NLT 11/15/2011 and E3 testing commenced	[Redacted]	[Redacted]
[Redacted]		Supporting E3 analysis is delivered to the JPO which predicts successful test execution	[Redacted]	(b)(4)
[Redacted]		Applicable Verification Information Sheets and Verification Summary Reports for the System and each prime item are complete	[Redacted]	[Redacted]
[Redacted]		SuS E3 testing is complete by 03/15/2012	[Redacted]	[Redacted]
[Redacted]		FCR E3 testing is complete by 08/31/2012	[Redacted]	[Redacted]
[Redacted]	[Redacted]	Critical test planning events are documented in the IMS CDRL	[Redacted]	[Redacted]
[Redacted]	[Redacted]	Supporting analysis is delivered to the JPO which predicts successful test execution	[Redacted]	[Redacted]
[Redacted]	[Redacted]	Contractor has effectively supported the CMDS SIL in pre-test and post-test analysis	[Redacted]	Software is required in CMDS SIL NLT 30 calendar days prior to the [Redacted] (including subsequent updates); Support required from submittal of [Redacted] Plan until acceptance of [Redacted] Report
[Redacted]	[Redacted]	Applicable Verification Information Sheets and Verification Summary Reports for the System and each prime item are complete	[Redacted]	[Redacted]

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(b)(4)

(b)(3)(A)(i)&Title 10  
Sec 130 (a)(b)

(b)(3)(A)  
(i)&Title 10 Sec  
130 (a)(b)

Total Flat Spot Opportunity for Event	Event	Criteria	Flat Spot Allotment	Evidence	Remarks
	(b)(3)(A) (1)&Title 10 Sec 130 (a)(b)				(b)(3)(A)(i)&Title 10- Sec 130 (a)(b)
\$7,750,000	Functional Configuration A (FCA) #1  (b)(3)(A)(i)&Title 10 Sec 130 (a)(b)			<ul style="list-style-type: none"> <li>• FCA Planning IMS submitted</li> <li>• A summary report is provided to the JPO NLT 30 days prior to the FCA which links testing and/or analysis to functional requirements</li> <li>• Supporting test reports and analysis identified in the above report are organized and made available to the JPO when the summary report is provided</li> <li>• A summary report is provided to the JPO NLT 30 days prior to the FCA which links testing and/or analysis to functional requirements</li> <li>• Supporting test reports and analysis identified in the above report are organized and made available to the JPO when the summary report is provided</li> <li>• A summary report is provided to the JPO NLT 30 days prior to the FCA which links testing and/or analysis to functional requirements</li> <li>• Supporting test reports and analysis identified in the above report are organized and made available to the JPO when the summary report is provided</li> <li>• A summary report is provided to the JPO NLT 30 days prior to the FCA which links testing and/or analysis to functional requirements</li> <li>• Supporting test reports and analysis identified in the above report are organized and made available to the JPO when the summary report is provided</li> </ul>	(b)(4)

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Total Flat Spot Opportunity for Event	Event	Criteria	Flat Spot Allotment	Evidence	Remarks
				<ul style="list-style-type: none"> <li>A summary report is provided to the JPO NLT 30 days prior to the FCA which links testing and/or analysis to functional requirements</li> <li>Supporting test reports and analysis identified in the above report are organized and made available to the JPO when the summary report is provided</li> <li>Memorandum stating completion of event with, if necessary, path forward on failures, issues, or areas for further analysis</li> </ul>	<ul style="list-style-type: none"> <li>If completed after 09/30/2012, the following will apply:  <ul style="list-style-type: none"> <li>If completed after 09/30/2012</li> </ul> </li> </ul>

[Redacted]

(b)(3)(A)(i)&Title 10 Sec 130 (a)(b)

[Redacted]

(b)(4)

(b)(4)

(b)(4)

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**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

1. CONTRACT ID CODE: V  
PAGE OF PAGES: 1 | 8

2. AMENDMENT/MODIFICATION NO. P00243  
3. EFFECTIVE DATE 15-Nov-2011  
4. REQUISITION/PURCHASE REQ. NO.  
5. PROJECT NO. (If applicable)

6. ISSUED BY CODE W9113M  
USABMDC/ARSTRAT  
SMDC-RDC  
PO BOX 1800  
HUNTSVILLE AL 35807-3801  
7. ADMINISTERED BY (If other than item 6) CODE S2205A  
DCMA RAYTHEON  
60 APPLE HILL DRIVE  
M/8 TZFR2  
TEWKSBURY MA 01878

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)  
RAYTHEON COMPANY  
380 LOWELL ST.  
ANDOVER MA 01810-4400  
9A. AMENDMENT OF SOLICITATION NO.  
9B. DATED (SEE ITEM 11)  
X 10A. MOD. OF CONTRACT/ORDER NO. DASG80-98-C-0001  
10B. DATED (SEE ITEM 13)  
X 30-Jan-1998  
CODE 05718 FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS  
 The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of offer  is extended,  is not extended.  
Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:  
(a) By completing items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)  
See Schedule

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.  
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).  
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:  
X D. OTHER (Specify type of modification and authority)  
UNILATERAL: FAR 52.232-22, "Limitation of Funds"

E. IMPORTANT: Contractor  is not,  is required to sign this document and return \_\_\_\_\_ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
Modification Control Number: [REDACTED] (b)(6)  
To increase incremental funding for SubCLIN 0017AA in the amount of \$1,248,898.

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

15A. NAME AND TITLE OF SIGNER (Type or print)  
16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) (b)(6) (b)(7)(C)  
15B. CONTRACTOR/OFFEROR  
15C. DATE SIGNED  
16C. DATE SIGNED (b)(6) (b)(7)(C)  
15D. (Signature of person authorized to sign)  
16D. (Signature of Contracting Officer)

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

1. SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by \$1,248,696.00 from \$1,746,399,302.88 to \$1,747,647,998.88.

SUBCLIN 0017AA:

MF: 21 | 2040 5L 5L68 P172419E555L 255Y 4M1J730000 S01021 4M1J730000/14MJLE/4MS was increased by \$1,248,696.00 from \$268,162,809.00 to \$269,411,505.00

Target Cost, Target Fee, and Total for the above increase of \$1,248,696 is distributed as follows and includes an increase in target cost of [redacted] of cost and [redacted] facilities capital cost of money) and an increase in target incentive fee of [redacted] which is [redacted] of target cost less facilities capital cost of money. (b)(4)

Target Cost	[redacted]
Target Fee	[redacted]
Total	\$1,248,696

(b)(4)

IMPLEMENTATION OF AND EXPLANATION OF THE RELATIONSHIP OF THE LIMITATION OF FUNDS (LOF) CLAUSE TO FEE OBLIGATIONS, subparagraph c., is revised to read as follows:

SUBCLIN 0017AA :

	PRIOR	THIS MODIFICATION	CUMULATIVE TOTAL*
(1) Amount Required for Full Funding, Including Fee:	\$1,575,994,992	\$ 0	\$ 1,575,994,992 (b)(4)
(2) Amount Allotted Under the LOF Clause for Payment of Costs:	[redacted]	[redacted]	[redacted]
(3) Amount Separately Obligated for Payment of Fee:	[redacted]	[redacted]	[redacted] (b)(4)
(4) Total Amount Allotted and Obligated:	\$1,521,061,111.52	\$1,248,696	\$1,522,309,807.52
(5) Net Amount Required for Full Funding	\$ 54,933,880.48	(\$1,248,696)	\$ 53,685,184.48

\* These figures take into consideration the negotiated total value of SubCLIN 0017AA (This does not include SubCLIN 17AH)

2. The following is an update to Modification P00241 showing a summary of funding by ACRN through Modification P00243:

ACRN	FUNDING
AA	440,100.00
AB	2,298,235.00
AC	17,832,987.00

002396

AD	0.00
AE	7,500,000.00
AF	3,300,000.00
AG	17,192,400.00
AH	700,000.00
AJ	200,000.00
AK	85,000.00
AL	45,000.00
AM	17,045,000.00
AN	5,800.00
AP	20,779,000.00
AQ	105,000.00
AR	35,000.00
AS	0.00
AT	6,984,678.52
AU	7,970,000.00
AV	0.00
AW	100,000.00
AX	3,396,000.00
AY	550,000.00
AZ	19,412,000.00
BA	24,527,878.00
BB	146,000.00
BC	72,000.00
BD	85,000.00
BE	100,000.00
BF	100,000.00
BG	1,975,321.00
BH	38,018,908.00
BJ	7,896,673.34
BK	260,000.00
BL	0.00
BM	125,000.00
BN	103,000.00
BP	10,199,288.50
BU	350,000.00
BV	9,000.00
BW	84,896,852.00
BX	1,146,000.00
BY	3,880,000.00
BZ	190,000.00
KL	118,250.00
KM	192,793,000.00
KN	0.00
KQ	92,811.00
KR	0.00
KS	0.00
KT	386,377,998.00
KU	2,203,183.00
KV	65,000.00

002397

KW	20,000.00
KX	60,000.00
KY	25,000.00
KZ	25,000.00
LA	13,508.00
LB	12,500.00
LC	200,000.00
LD	7,943,648.00
LE	1,173,850.00
LF	10,000.00
LG	62,000.00
LH	400,000.00
LJ	7,476.00
LK	\$281,575,897.00
LL	\$173,798.00
LM	\$1,410,376.00
LN	\$630,061.00
LP	\$83,200.00
LQ	\$235,566.00
LR	\$125,000.00
LS	\$6,069,616.00
LT	\$530,377.00
LU	\$9,100,000.00
LV	\$1,957,265.00
LW	\$255,567.00
LX	\$68,000.00
LY	\$264,807,424.52
LZ	\$1,751,384.00
MA	\$2,982,442.00
MB	\$375,000.00
MC	\$2,283,481.00
MD	\$8,573.00
ME	\$0.00
MF	\$269,411,505.00
MG	\$6,262,095.00
MH	\$213,390.00
MJ	\$858,495.00
MK	\$56,076.00
ML	\$116,044.00
MM	\$1,618,600.00
MN	\$2,087,000.00
MP	\$250,000.00
MQ	\$691,421.00

3. The following is an update to Modification P00241 showing a summary of funding by CLIN by ACRN through Modification P00243:

<u>CLIN</u>	<u>ACRN</u>	<u>FUNDING AMT</u>	<u>CLIN TOTAL</u>
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002398

CLIN 0001	AA	440,100.00	
CLIN 0001	AD	0.00	
			<u>440,100.00</u>
CLIN 0003	AB	2,298,235.00	
CLIN 0003	AC	17,832,987.00	
CLIN 0003	AD	0.00	
CLIN 0003	AE	7,500,000.00	
CLIN 0003	AF	3,300,000.00	
CLIN 0003	AG	17,192,400.00	
CLIN 0003	AH	700,000.00	
CLIN 0003	AM	17,045,000.00	
CLIN 0003	AN	5,800.00	
CLIN 0003	AP	20,779,000.00	
CLIN 0003	AS	0.00	
CLIN 0003	AT	6,984,678.52	
CLIN 0003	AW	100,000.00	
CLIN 0003	AY	550,000.00	
			<u>94,288,100.52</u>
CLIN 0005	BA	24,527,878.00	
CLIN 0005	BB	146,000.00	
CLIN 0005	BC	72,000.00	
CLIN 0005	BD	85,000.00	
CLIN 0005	BE	100,000.00	
CLIN 0005	BF	100,000.00	
CLIN 0005	BG	1,975,321.00	
CLIN 0005	BH	38,018,908.00	
CLIN 0005	BL	0.00	
CLIN 0005	BZ	0.00	
			<u>65,025,107.00</u>
CLIN 0007AA	BP	10,199,288.50	
			<u>10,199,288.50</u>
CLIN 0009AA	AQ	45,106.00	
CLIN 0009AA	AV	0.00	
CLIN 0009AA	BK	256,545.00	
CLIN 0009AA	BM	125,000.00	
CLIN 0009AA	BN	21,315.00	
			<u>447,966.00</u>
CLIN 0009AB	AJ	200,000.00	
CLIN 0009AB	AK	85,000.00	
CLIN 0009AB	AL	45,000.00	
CLIN 0009AB	AQ	59,894.00	
CLIN 0009AB	AR	35,000.00	

002399

CLIN 0009AB	BK	3,455.00	
CLIN 0009AB	BN	81,685.00	
CLIN 0009AB	BU	350,000.00	
CLIN 0009AB	BV	9,000.00	
			<u>869,034.00</u>
CLIN 0013	AU	7,970,000.00	
CLIN 0013	AX	3,396,000.00	
CLIN 0013	AY	0.00	
CLIN 0013	AZ	19,412,000.00	
CLIN 0013	BJ	7,896,673.34	
			<u>38,674,673.34</u>
CLIN 0017	BW	0.00	
CLIN 0017	KM	0.00	
			<u>0.00</u>
CLIN 0017AA	BY	3,880,000.00	
CLIN 0017AA	BX	1,146,000.00	
CLIN 0017AA	BW	84,896,852.00	
CLIN 0017AA	BZ	0.00	
CLIN 0017AA	KM	192,793,000.00	
CLIN 0017AA	KN	0.00	
CLIN 0017AA	KQ	66,151.00	
CLIN 0017AA	KS	0.00	
CLIN 0017AA	KT	386,204,200.00	
CLIN 0017AA	KU	2,203,183.00	
CLIN 0017AA	KY	0.00	
CLIN 0017AA	LC	200,000.00	
CLIN 0017AA	LD	7,943,648.00	
CLIN 0017AA	LE	0.00	
CLIN 0017AA	LH	400,000.00	
CLIN 0017AA	LJ	7,476.00	
CLIN 0017AA	LK	281,575,897.00	
CLIN 0017AA	LQ	235,566.00	
CLIN 0017AA	LS	6,069,616.00	
CLIN 0017AA	LT	530,377.00	
CLIN 0017AA	LU	\$9,100,000.00	
CLIN 0017AA	LV	\$1,957,265.00	
CLIN 0017AA	LW	\$255,567.00	
CLIN 0017AA	LX	\$68,000.00	
CLIN 0017AA	LY	\$264,807,424.52	
CLIN 0017AA	MB	\$375,000.00	
CLIN 0017AA	MC	\$2,283,481.00	
CLIN 0017AA	MD	\$8,573.00	
CLIN 0017AA	ME	\$0.00	

002400

CLIN 0017AA	MF	\$269,411,505.00	
CLIN 0017AA	MH	\$213,390.00	
CLIN 0017AA	MJ	\$858,495.00	
CLIN 0017AA	MK	\$56,076.00	
CLIN 0017AA	ML	\$116,044.00	
CLIN 0017AA	MM	\$1,618,600.00	
CLIN 0017AA	MN	\$2,087,000.00	
CLIN 0017AA	MP	\$250,000.00	
CLIN 0017AA	MQ	\$691,421.00	
			<u>1,522,309,807.52</u>
CLIN 0017AB	KL	118,250.00	
			<u>118,250.00</u>
CLIN 0017AC	BZ	190,000.00	
			<u>190,000.00</u>
CLIN 0017AD	KN	0.00	
CLIN 0017AD	KS	0.00	
			<u>0.00</u>
CLIN 0017AE	LL	173,798.00	
			<u>173,798.00</u>
CLIN 0017AH	KT	173,798.00	
			<u>173,798.00</u>
CLIN 0020AA	KN	0.00	
CLIN 0020AA	KQ	26,660.00	
			<u>* 26,660.00</u>
CLIN 0021AA	KW	0.00	
			<u>0.00</u>
CLIN 0021AB	KV	0.00	
CLIN 0021AB	LB	0.00	
CLIN 0021AB	KX	0.00	
CLIN 0021AB	KY	0.00	
			<u>0.00</u>
CLIN 0021AC	KZ	0.00	
CLIN 0021AC	LA	0.00	

002401

			<u>0.00</u>
CLIN 0022	KW	0.00	<u>0.00</u>
CLIN 0023	KX	60,000.00	
CLIN 0023	KY	25,000.00	
CLIN 0023	KV	65,000.00	
CLIN 0023	LB	12,500.00	
CLIN 0023	LF	10,000.00	
CLIN 0023	LR	\$125,000.00	
			<u>297,500.00</u>
CLIN 0024	LA	13,508.00	
CLIN 0024	LG	62,000.00	
CLIN 0024	KZ	25,000.00	
CLIN 0024	KW	20,000.00	
CLIN 0024	LP	83,200.00	
			<u>203,708.00</u>
CLIN 0025	LE	1,173,850.00	
CLIN 0025	LM	1,080,404.00	
CLIN 0025	MA	0.00	
			<u>2,254,254.00</u>
CLIN 0026	LN	630,061.00	
			<u>630,061.00</u>
CLIN 0027	LZ	1,751,384.00	
			<u>1,751,384.00</u>
CLIN 0028	LM	329,972.00	
CLIN 0028	MA	2,982,442.00	
CLIN 0028	MG	6,262,095.00	
			<u>9,574,509.00</u>

(End of Summary of Changes)

002402

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT	1. CONTRACT ID CODE <b>V</b>	PAGE OF PAGES <b>1   8</b>
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2. AMENDMENT/MODIFICATION NO. <b>P00244</b>	3. EFFECTIVE DATE <b>30-Nov-2011</b>	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY <b>USASMDC/ARSTRAT SMDC-RDC PO BOX 1800 HUNTSVILLE AL 35807-3801</b>	CODE <b>WB113M</b>	7. ADMINISTERED BY (If other than item 6) <b>DCMA RAYTHEON 60 APPLE HILL DRIVE M/S T2FR2 TEWKSBURY MA 01878</b>	CODE <b>S2205A</b>

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) <b>RAYTHEON COMPANY 350 LOWELL ST. ANDOVER MA 01810-4400</b>	9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED (SEE ITEM 11)
	<input checked="" type="checkbox"/> 10A. MOD. OF CONTRACT/ORDER NO. <b>DASG80-98-C-0001</b>
	<input checked="" type="checkbox"/> 10B. DATED (SEE ITEM 13) <b>30-Jan-1998</b>
CODE <b>05718</b>	FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 4. The hour and date specified for receipt of Offer  is extended,  is not extended.

Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:  
 (a) By completing items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted;  
 or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)  
**See Schedule**

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS  
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input checked="" type="checkbox"/> D. OTHER (Specify type of modification and authority) <b>UNILATERAL: FAR 52.232-22, "Limitation of Funds"</b>

E. IMPORTANT: Contractor  is not,  is required to sign this document and return \_\_\_\_\_ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
 Modification Control Number: [REDACTED]

To provide incremental funding in the amount of \$486,000 for an extension to the submission of Contract Data Requirements List (CDRL) B017, Integrated Support Plan, Sub-Plan entitled Deployment Transition Plan, as outlined in Directorate B, Contract Operations Division 2 letter, JLENS 2011-058, dated 30 Nov 2011. (b)(6) (b)

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

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
15B. CONTRACTOR/OFFEROR	16B. DATE SIGNED
15C. DATE SIGNED	16C. DATE SIGNED
(Signature of person authorized to sign)	(Signature of Contracting Officer)

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

**SUMMARY OF CHANGES**

1. SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by \$486,000.00 from \$1,747,647,998.88. to \$1,748,133,998.88.

SUBCLIN 0017AA:

MN: 21 1 2040 5L 5L68 P172419E555L 255Y 4M1J741300 S01021 4M1J741300/14MJLE/4M5 was increased by \$486,000.00 from \$2,087,000.00 to \$2,573,000.00

Target Cost, Target Fee, and Total for the above increase of \$486,000 is distributed as follows and includes an increase in target cost of [redacted] of cost and [redacted] of facilities capital cost of money) and an increase in target incentive fee of [redacted] which is [redacted] of target cost less facilities capital cost of money. (b)(4)

Target Cost	[redacted]
Target Fee	[redacted]
Total	\$486,000

(b)(4)

IMPLEMENTATION OF AND EXPLANATION OF THE RELATIONSHIP OF THE LIMITATION OF FUNDS (LOF) CLAUSE TO FEE OBLIGATIONS, subparagraph c., is revised to read as follows:

SUBCLIN 0017AA :

	<u>PRIOR</u>	<u>THIS MODIFICATION</u>	<u>CUMULATIVE TOTAL*</u>
(1) Amount Required for Full Funding, Including Fee:	\$1,575,994,992	\$ 0	\$ 1,575,994,992
(2) Amount Allotted Under the LOF Clause for Payment of Costs:	[redacted]	[redacted]	[redacted] (b)(4)
(3) Amount Separately Obligated for Payment of Fee:	[redacted]	[redacted]	[redacted] (b)(4)
(4) Total Amount Allotted and Obligated:	\$1,522,309,807.52	\$486,000	\$1,522,795,807.52 (b)(4)
(5) Net Amount Required for Full Funding	\$ 53,685,184.48	(\$486,000)	\$ 53,199,184.48

\* These figures take into consideration the negotiated total value of SubCLIN 0017AA (This does not include SubCLIN 17AH)

2. The following is an update to Modification P00243 showing a summary of funding by ACRN through Modification P00244:

<u>ACRN</u>	<u>FUNDING</u>
AA	440,100.00
AB	2,298,235.00
AC	17,832,987.00

002404

AD	0.00
AE	7,500,000.00
AF	3,300,000.00
AG	17,192,400.00
AH	700,000.00
AJ	200,000.00
AK	85,000.00
AL	45,000.00
AM	17,045,000.00
AN	5,800.00
AP	20,779,000.00
AQ	105,000.00
AR	35,000.00
AS	0.00
AT	6,984,678.52
AU	7,970,000.00
AV	0.00
AW	100,000.00
AX	3,396,000.00
AY	550,000.00
AZ	19,412,000.00
BA	24,527,878.00
BB	146,000.00
BC	72,000.00
BD	85,000.00
BE	100,000.00
BF	100,000.00
BG	1,975,321.00
BH	38,018,908.00
BJ	7,896,673.34
BK	260,000.00
BL	0.00
BM	125,000.00
BN	103,000.00
BP	10,199,288.50
BU	350,000.00
BV	9,000.00
BW	84,896,852.00
BX	1,146,000.00
BY	3,880,000.00
BZ	190,000.00
KL	118,250.00
KM	192,793,000.00
KN	0.00
KQ	92,811.00
KR	0.00
KS	0.00
KT	386,377,998.00
KU	2,203,183.00
KV	65,000.00

002405

KW	20,000.00
KX	60,000.00
KY	25,000.00
KZ	25,000.00
LA	13,508.00
LB	12,500.00
LC	200,000.00
LD	7,943,648.00
LE	1,173,850.00
LF	10,000.00
LG	62,000.00
LH	400,000.00
LJ	7,476.00
LK	\$281,575,897.00
LL	\$173,798.00
LM	\$1,410,376.00
LN	\$630,061.00
LP	\$83,200.00
LQ	\$235,566.00
LR	\$125,000.00
LS	\$6,069,616.00
LT	\$530,377.00
LU	\$9,100,000.00
LV	\$1,957,265.00
LW	\$255,567.00
LX	\$68,000.00
LY	\$264,807,424.52
LZ	\$1,751,384.00
MA	\$2,982,442.00
MB	\$375,000.00
MC	\$2,283,481.00
MD	\$8,573.00
ME	\$0.00
MF	\$269,411,505.00
MG	\$6,262,095.00
MH	\$213,390.00
MJ	\$858,495.00
MK	\$56,076.00
ML	\$116,044.00
MM	\$1,618,600.00
MN	\$2,573,000.00
MP	\$250,000.00
MQ	\$691,421.00

3. The following is an update to Modification P00243 showing a summary of funding by CLIN by ACRN through Modification P00244:

<u>CLIN</u>	<u>ACRN</u>	<u>FUNDING AMT</u>	<u>CLIN TOTAL</u>
-------------	-------------	--------------------	-------------------

002406

CLIN 0001	AA	440,100.00	
CLIN 0001	AD	0.00	
			<u>440,100.00</u>
CLIN 0003	AB	2,298,235.00	
CLIN 0003	AC	17,832,987.00	
CLIN 0003	AD	0.00	
CLIN 0003	AE	7,500,000.00	
CLIN 0003	AF	3,300,000.00	
CLIN 0003	AG	17,192,400.00	
CLIN 0003	AH	700,000.00	
CLIN 0003	AM	17,045,000.00	
CLIN 0003	AN	5,800.00	
CLIN 0003	AP	20,779,000.00	
CLIN 0003	AS	0.00	
CLIN 0003	AT	6,984,678.52	
CLIN 0003	AW	100,000.00	
CLIN 0003	AY	550,000.00	
			<u>94,288,100.52</u>
CLIN 0005	BA	24,527,878.00	
CLIN 0005	BB	146,000.00	
CLIN 0005	BC	72,000.00	
CLIN 0005	BD	85,000.00	
CLIN 0005	BE	100,000.00	
CLIN 0005	BF	100,000.00	
CLIN 0005	BG	1,975,321.00	
CLIN 0005	BH	38,018,908.00	
CLIN 0005	BL	0.00	
CLIN 0005	BZ	0.00	
			<u>65,025,107.00</u>
CLIN 0007AA	BP	10,199,288.50	
			<u>10,199,288.50</u>
CLIN 0009AA	AQ	45,106.00	
CLIN 0009AA	AV	0.00	
CLIN 0009AA	BK	256,545.00	
CLIN 0009AA	BM	125,000.00	
CLIN 0009AA	BN	21,315.00	
			<u>447,966.00</u>
CLIN 0009AB	AJ	200,000.00	
CLIN 0009AB	AK	85,000.00	
CLIN 0009AB	AL	45,000.00	
CLIN 0009AB	AQ	59,894.00	
CLIN 0009AB	AR	35,000.00	

002407

CLIN 0009AB	BK	3,455.00	
CLIN 0009AB	BN	81,685.00	
CLIN 0009AB	BU	350,000.00	
CLIN 0009AB	BV	9,000.00	
			<u>869,034.00</u>
CLIN 0013	AU	7,970,000.00	
CLIN 0013	AX	3,396,000.00	
CLIN 0013	AY	0.00	
CLIN 0013	AZ	19,412,000.00	
CLIN 0013	BJ	7,896,673.34	
			<u>38,674,673.34</u>
CLIN 0017	BW	0.00	
CLIN 0017	KM	0.00	
			<u>0.00</u>
CLIN 0017AA	BY	3,880,000.00	
CLIN 0017AA	BX	1,146,000.00	
CLIN 0017AA	BW	84,896,852.00	
CLIN 0017AA	BZ	0.00	
CLIN 0017AA	KM	192,793,000.00	
CLIN 0017AA	KN	0.00	
CLIN 0017AA	KQ	66,151.00	
CLIN 0017AA	KS	0.00	
CLIN 0017AA	KT	386,204,200.00	
CLIN 0017AA	KU	2,203,183.00	
CLIN 0017AA	KY	0.00	
CLIN 0017AA	LC	200,000.00	
CLIN 0017AA	LD	7,943,648.00	
CLIN 0017AA	LE	0.00	
CLIN 0017AA	LH	400,000.00	
CLIN 0017AA	LJ	7,476.00	
CLIN 0017AA	LK	281,575,897.00	
CLIN 0017AA	LQ	235,566.00	
CLIN 0017AA	LS	6,069,616.00	
CLIN 0017AA	LT	530,377.00	
CLIN 0017AA	LU	\$9,100,000.00	
CLIN 0017AA	LV	\$1,957,265.00	
CLIN 0017AA	LW	\$255,567.00	
CLIN 0017AA	LX	\$68,000.00	
CLIN 0017AA	LY	\$264,807,424.52	
CLIN 0017AA	MB	\$375,000.00	
CLIN 0017AA	MC	\$2,283,481.00	
CLIN 0017AA	MD	\$8,573.00	
CLIN 0017AA	ME	\$0.00	

002408

CLIN 0017AA	MF	\$269,411,505.00	
CLIN 0017AA	MH	\$213,390.00	
CLIN 0017AA	MJ	\$858,495.00	
CLIN 0017AA	MK	\$56,076.00	
CLIN 0017AA	ML	\$116,044.00	
CLIN 0017AA	MM	\$1,618,600.00	
CLIN 0017AA	MN	\$2,573,000.00	
CLIN 0017AA	MP	\$250,000.00	
CLIN 0017AA	MQ	\$691,421.00	
			<u>1,522,795,807.52</u>
CLIN 0017AB	KL	118,250.00	
			<u>118,250.00</u>
CLIN 0017AC	BZ	190,000.00	
			<u>190,000.00</u>
CLIN 0017AD	KN	0.00	
CLIN 0017AD	KS	0.00	
			<u>0.00</u>
CLIN 0017AE	LL	173,798.00	
			<u>173,798.00</u>
CLIN 0017AH	KT	173,798.00	
			<u>173,798.00</u>
CLIN 0020AA	KN	0.00	
CLIN 0020AA	KQ	26,660.00	
			<u>26,660.00</u>
CLIN 0021AA	KW	0.00	
			<u>0.00</u>
CLIN 0021AB	KV	0.00	
CLIN 0021AB	LB	0.00	
CLIN 0021AB	KX	0.00	
CLIN 0021AB	KY	0.00	
			<u>0.00</u>
CLIN 0021AC	KZ	0.00	
CLIN 0021AC	LA	0.00	

002409

			<u>0.00</u>
CLIN 0022	KW	0.00	<u>0.00</u>
CLIN 0023	KX	60,000.00	
CLIN 0023	KY	25,000.00	
CLIN 0023	KV	65,000.00	
CLIN 0023	LB	12,500.00	
CLIN 0023	LF	10,000.00	
CLIN 0023	LR	\$125,000.00	<u>297,500.00</u>
CLIN 0024	LA	13,508.00	
CLIN 0024	LG	62,000.00	
CLIN 0024	KZ	25,000.00	
CLIN 0024	KW	20,000.00	
CLIN 0024	LP	83,200.00	<u>203,708.00</u>
CLIN 0025	LE	1,173,850.00	
CLIN 0025	LM	1,080,404.00	
CLIN 0025	MA	0.00	<u>2,254,254.00</u>
CLIN 0026	LN	630,061.00	<u>630,061.00</u>
CLIN 0027	LZ	1,751,384.00	<u>1,751,384.00</u>
CLIN 0028	LM	329,972.00	
CLIN 0028	MA	2,982,442.00	
CLIN 0028	MG	6,262,095.00	<u>9,574,509.00</u>

(End of Summary of Changes)

002410

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			1. CONTRACT ID CODE <b>V</b>	PAGE OF PAGES <b>1</b>   <b>8</b>
2. AMENDMENT/MODIFICATION NO. <b>P00245</b>		3. EFFECTIVE DATE <b>06-Dec-2011</b>		4. REQUISITION/PURCHASE REQ. NO.
6. ISSUED BY USASMDCA/ARSTRAT SMDC-RDC PO BOX 1500 HUNTSVILLE AL 35807-3801		CODE <b>W9113M</b>	7. ADMINISTERED BY (If other than item 6) DCMA RAYTHEON 50 APPLE HILL DRIVE M/S T2FR2 TEWKSBURY MA 01878	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) RAYTHEON COMPANY 350 LOWELL ST ANDOVER MA 01810-4400		5. PROJECT NO (If applicable) <b>S2205A</b>		
9A. AMENDMENT OF SOLICITATION NO.		9B. DATED (SEE ITEM 11)		
9C. MOD. OF CONTRACT/ORDER NO. <b>DA S60-98-C-0001</b>		9D. DATED (SEE ITEM 13) <b>30-Jan-1998</b>		
CODE <b>05716</b>		FACILITY CODE		
<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>				
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended.				
<p>Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:</p> <p>(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.</p>				
<b>12. ACCOUNTING AND APPROPRIATION DATA (If required)</b>				
<b>See Schedule</b>				
<b>13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.</b>				
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.				
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).				
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:				
<input checked="" type="checkbox"/> D. OTHER (Specify type of modification and authority) <b>UNLATERAL: FAR 52.232-22, "Limitation of Funds"</b>				
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.				
<b>14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)</b> Modification Control Number: <span style="background-color: black; color: black;">XXXXXXXXXX</span> To increase incremental funding for SubCLIN 0017AA in the amount of \$39,921,199.75.				
(b)(6)				
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.				
15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)		
		<span style="background-color: black; color: black;">XXXXXXXXXX</span> (b)(6)		
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED		16B. DATE SIGNED
(Signature of person authorized to sign)				<span style="background-color: black; color: black;">XXXXXXXXXX</span> (b)(6) 06-Dec-2011
		(Signature of Contracting Officer)		

EXCEPTION TO SF 30  
APPROVED BY OIRM 11-84

30-105-04

STANDARD FORM 30 (Rev. 10-83)  
Prescribed by GSA  
FAR (48 CFR) 53.243

002411

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

1. SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by \$39,921,199.75 from \$1,748,133,998.88 to \$1,788,055,198.63.

SUBCLIN 0017AA:

MR: 21 1 2040 5L 5L68 P172419E555L 255Y 4M1JX10200 S01021 4M1JX10200/14MJLX/4M5 was increased by \$39,921,199.75 from \$0.00 to \$39,921,199.75

The contract ACRN MR has been added.

Target Cost, Target Fee, and Total for the above increase of \$39,921,199.75 is distributed as follows and includes an increase in target cost of [redacted] of cost and [redacted] of facilities capital cost of (b)(4) money) and an increase in target incentive fee of [redacted] which is [redacted] of target cost less facilities capital (b)(4) cost of money.

Target Cost	[redacted]
Target Fee	[redacted]
Total	\$39,921,199.75

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

IMPLEMENTATION OF AND EXPLANATION OF THE RELATIONSHIP OF THE LIMITATION OF FUNDS (LOF) CLAUSE TO FEE OBLIGATIONS, subparagraph c., is revised to read as follows:

SUBCLIN 0017AA :

	PRIOR	THIS MODIFICATION	CUMULATIVE TOTAL*
(1) Amount Required for Full Funding, Including Fee:	\$1,575,994,992	\$ 0	\$ 1,575,994,992
(2) Amount Allotted Under the LOF Clause for Payment of Costs:	[redacted]	[redacted]	[redacted] (b)(4)
(3) Amount Separately Obligated for Payment of Fee:	[redacted] (b)(4)	[redacted]	[redacted] (b)(4)
(4) Total Amount Allotted and Obligated:	\$1,522,795,807.52	\$39,921,199.75	\$1,562,717,007.27
(5) Net Amount Required for Full Funding	\$ 53,199,184.48	(\$39,921,199.75)	\$ 13,277,984.73

\* These figures take into consideration the negotiated total value of SubCLIN 0017AA (This does not include SubCLIN 17AH)

2. The following is an update to Modification P00244 showing a summary of funding by ACRN through Modification P00245:

ACRN	FUNDING
AA	440,100.00
AB	2,298,235.00

002412

AC	17,832,987.00
AD	0.00
AE	7,500,000.00
AF	3,300,000.00
AG	17,192,400.00
AH	700,000.00
AJ	200,000.00
AK	85,000.00
AL	45,000.00
AM	17,045,000.00
AN	5,800.00
AP	20,779,000.00
AQ	105,000.00
AR	35,000.00
AS	0.00
AT	6,984,678.52
AU	7,970,000.00
AV	0.00
AW	100,000.00
AX	3,396,000.00
AY	550,000.00
AZ	19,412,000.00
BA	24,527,878.00
BB	146,000.00
BC	72,000.00
BD	85,000.00
BE	100,000.00
BF	100,000.00
BG	1,975,321.00
BH	38,018,908.00
BJ	7,896,673.34
BK	260,000.00
BL	0.00
BM	125,000.00
BN	103,000.00
BP	10,199,288.50
BU	350,000.00
BV	9,000.00
BW	84,896,852.00
BX	1,146,000.00
BY	3,880,000.00
BZ	190,000.00
KL	118,250.00
KM	192,793,000.00
KN	0.00
KQ	92,811.00
KR	0.00
KS	0.00
KT	386,377,998.00
KU	2,203,183.00

002413

KV	65,000.00
KW	20,000.00
KX	60,000.00
KY	25,000.00
KZ	25,000.00
LA	13,508.00
LB	12,500.00
LC	200,000.00
LD	7,943,648.00
LE	1,173,850.00
LF	10,000.00
LG	62,000.00
LH	400,000.00
LJ	7,476.00
LK	\$281,575,897.00
LL	\$173,798.00
LM	\$1,410,376.00
LN	\$630,061.00
LP	\$83,200.00
LQ	\$235,566.00
LR	\$125,000.00
LS	\$6,069,616.00
LT	\$530,377.00
LU	\$9,100,000.00
LV	\$1,957,265.00
LW	\$255,567.00
LX	\$68,000.00
LY	\$264,807,424.52
LZ	\$1,751,384.00
MA	\$2,982,442.00
MB	\$375,000.00
MC	\$2,283,481.00
MD	\$8,573.00
ME	\$0.00
MF	\$269,411,505.00
MG	\$6,262,095.00
MH	\$213,390.00
MJ	\$858,495.00
MK	\$56,076.00
ML	\$116,044.00
MM	\$1,618,600.00
MN	\$2,573,000.00
MP	\$250,000.00
MQ	\$691,421.00
MR	\$39,921,199.75

3. The following is an update to Modification P00244 showing a summary of funding by CLIN by ACRN through Modification P00245:

002414

<u>CLIN</u>	<u>ACRN</u>	<u>FUNDING AMT</u>	<u>CLIN TOTAL</u>
CLIN 0001	AA	440,100.00	
CLIN 0001	AD	0.00	
			<u>440,100.00</u>
CLIN 0003	AB	2,298,235.00	
CLIN 0003	AC	17,832,987.00	
CLIN 0003	AD	0.00	
CLIN 0003	AE	7,500,000.00	
CLIN 0003	AF	3,300,000.00	
CLIN 0003	AG	17,192,400.00	
CLIN 0003	AH	700,000.00	
CLIN 0003	AM	17,045,000.00	
CLIN 0003	AN	5,800.00	
CLIN 0003	AP	20,779,000.00	
CLIN 0003	AS	0.00	
CLIN 0003	AT	6,984,678.52	
CLIN 0003	AW	100,000.00	
CLIN 0003	AY	550,000.00	
			<u>94,288,100.52</u>
CLIN 0005	BA	24,527,878.00	
CLIN 0005	BB	146,000.00	
CLIN 0005	BC	72,000.00	
CLIN 0005	BD	85,000.00	
CLIN 0005	BE	100,000.00	
CLIN 0005	BF	100,000.00	
CLIN 0005	BG	1,975,321.00	
CLIN 0005	BH	38,018,908.00	
CLIN 0005	BL	0.00	
CLIN 0005	BZ	0.00	
			<u>65,025,107.00</u>
CLIN 0007AA	BP	10,199,288.50	
			<u>10,199,288.50</u>
CLIN 0009AA	AQ	45,106.00	
CLIN 0009AA	AV	0.00	
CLIN 0009AA	BK	256,545.00	
CLIN 0009AA	BM	125,000.00	
CLIN 0009AA	BN	21,315.00	
			<u>447,966.00</u>
CLIN 0009AB	AJ	200,000.00	
CLIN 0009AB	AK	85,000.00	
CLIN 0009AB	AL	45,000.00	

002415

CLIN 0009AB	AQ	59,894.00	
CLIN 0009AB	AR	35,000.00	
CLIN 0009AB	BK	3,455.00	
CLIN 0009AB	BN	81,685.00	
CLIN 0009AB	BU	350,000.00	
CLIN 0009AB	BV	9,000.00	
			<u>869,034.00</u>
CLIN 0013	AU	7,970,000.00	
CLIN 0013	AX	3,396,000.00	
CLIN 0013	AY	0.00	
CLIN 0013	AZ	19,412,000.00	
CLIN 0013	BJ	7,896,673.34	
			<u>38,674,673.34</u>
CLIN 0017	BW	0.00	
CLIN 0017	KM	0.00	
			<u>0.00</u>
CLIN 0017AA	BY	3,880,000.00	
CLIN 0017AA	BX	1,146,000.00	
CLIN 0017AA	BW	84,896,852.00	
CLIN 0017AA	BZ	0.00	
CLIN 0017AA	KM	192,793,000.00	
CLIN 0017AA	KN	0.00	
CLIN 0017AA	KQ	66,151.00	
CLIN 0017AA	KS	0.00	
CLIN 0017AA	KT	386,204,200.00	
CLIN 0017AA	KU	2,203,183.00	
CLIN 0017AA	KY	0.00	
CLIN 0017AA	LC	200,000.00	
CLIN 0017AA	LD	7,943,648.00	
CLIN 0017AA	LE	0.00	
CLIN 0017AA	LH	400,000.00	
CLIN 0017AA	LJ	7,476.00	
CLIN 0017AA	LK	281,575,897.00	
CLIN 0017AA	LQ	235,566.00	
CLIN 0017AA	LS	6,069,616.00	
CLIN 0017AA	LT	530,377.00	
CLIN 0017AA	LU	\$9,100,000.00	
CLIN 0017AA	LV	\$1,957,265.00	
CLIN 0017AA	LW	\$255,567.00	
CLIN 0017AA	LX	\$68,000.00	
CLIN 0017AA	LY	\$264,807,424.52	
CLIN 0017AA	MB	\$375,000.00	
CLIN 0017AA	MC	\$2,283,481.00	
CLIN 0017AA	MD	\$8,573.00	

002416

CLIN 0017AA	ME	\$0.00	
CLIN 0017AA	MF	\$269,411,505.00	
CLIN 0017AA	MH	\$213,390.00	
CLIN 0017AA	MJ	\$858,495.00	
CLIN 0017AA	MK	\$56,076.00	
CLIN 0017AA	ML	\$116,044.00	
CLIN 0017AA	MM	\$1,618,600.00	
CLIN 0017AA	MN	\$2,573,000.00	
CLIN 0017AA	MP	\$250,000.00	
CLIN 0017AA	MQ	\$691,421.00	
CLIN 0017AA	MR	\$39,921,199.75	
			<u>1,562,717,007.27</u>
CLIN 0017AB	KL	118,250.00	
			<u>118,250.00</u>
CLIN 0017AC	BZ	190,000.00	
			<u>190,000.00</u>
CLIN 0017AD	KN	0.00	
CLIN 0017AD	KS	0.00	
			<u>0.00</u>
CLIN 0017AE	LL	173,798.00	
			<u>173,798.00</u>
CLIN 0017AH	KT	173,798.00	
			<u>173,798.00</u>
CLIN 0020AA	KN	0.00	
CLIN 0020AA	KQ	26,660.00	
			<u>26,660.00</u>
CLIN 0021AA	KW	0.00	
			<u>0.00</u>
CLIN 0021AB	KV	0.00	
CLIN 0021AB	LB	0.00	
CLIN 0021AB	KX	0.00	
CLIN 0021AB	KY	0.00	
			<u>0.00</u>

002417

CLIN 0021AC	KZ	0.00	
CLIN 0021AC	LA	0.00	
			<u>0.00</u>
CLIN 0022	KW	0.00	
			<u>0.00</u>
CLIN 0023	KX	60,000.00	
CLIN 0023	KY	25,000.00	
CLIN 0023	KV	65,000.00	
CLIN 0023	LB	12,500.00	
CLIN 0023	LF	10,000.00	
CLIN 0023	LR	\$125,000.00	
			<u>297,500.00</u>
CLIN 0024	LA	13,508.00	
CLIN 0024	LG	62,000.00	
CLIN 0024	KZ	25,000.00	
CLIN 0024	KW	20,000.00	
CLIN 0024	LP	83,200.00	
			<u>203,708.00</u>
CLIN 0025	LE	1,173,850.00	
CLIN 0025	LM	1,080,404.00	
CLIN 0025	MA	0.00	
			<u>2,254,254.00</u>
CLIN 0026	LN	630,061.00	
			<u>630,061.00</u>
CLIN 0027	LZ	1,751,384.00	
			<u>1,751,384.00</u>
CLIN 0028	LM	329,972.00	
CLIN 0028	MA	2,982,442.00	
CLIN 0028	MG	6,262,095.00	
			<u>9,574,509.00</u>

(End of Summary of Changes)

002418

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE	PAGE OF PAGES	
				V	1   11	
AMENDMENT/MODIFICATION NO. <b>00246</b>	3. EFFECTIVE DATE <b>13-Dec-2011</b>	4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO.(If applicable)		
6. ISSUED BY USASMDCA/ARSTRAT SMDC-RDC PO BOX 1500 HUNTSVILLE AL 35807-3801	CODE <b>W9113M</b>	7. ADMINISTERED BY (If other than item 6) DCMA RAYTHEON 50 APPLE HILL DRIVE M/S T2FR2 TEWKSBURY MA 01876		CODE	<b>S2205A</b>	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) RAYTHEON COMPANY 350 LOWELL ST ANDOVER MA 01810-4400				9A. AMENDMENT OF SOLICITATION NO.		
				9B. DATED (SEE ITEM 11)		
				X	10A. MOD. OF CONTRACT/ORDER NO. DASC60-98-C-0001	
				X	10B. DATED (SEE ITEM 13) 30-Jan-1998	
CODE <b>05716</b>	FACILITY CODE					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS						
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.						
12. ACCOUNTING AND APPROPRIATION DATA (If required) <b>See Schedule</b>						
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.						
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.						
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).						
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:						
X D. OTHER (Specify type of modification and authority) UNILATERAL: FAR 52.243-2, Changes, and FAR 52.232-22, Limitation of Funds						
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.						
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: [REDACTED] To issue a change order in accordance with JLENS Statment of Work (SOW), dated 26 September 2011, paragraph 3.4, titled System Analyses, to conduct a feasibility assessment, develop top-level algorithms, and provide an estimate of software implementation cost for [REDACTED] in the Surveillance System (SuS) and provide a preliminary design. The contractor shall also provide three (3) technical reviews as follows: One (1) month after effective date of modification, a midpoint review to be determined by JLENS Product Office (JPO) IPT SuR Lead, and a final review that presents the preliminary design. The not-to-exceed amount for this effort is \$1,996,000. Any proposal for equitable adjustment should be submitted no later than 13 January 2012.						
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.						
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)			
[REDACTED]			[REDACTED] (b)(6) (b)(7)(C)			
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA [REDACTED]		16C. DATE SIGNED 13-Dec-2011 (b)(6) (b)(7)(C)		
		(Signature of Contracting Officer)				

EXCEPTION TO SF 30  
APPROVED BY OIRM 11-84

30-105-04

002419

STANDARD FORM 30 (Rev. 10-83)  
Prescribed by GSA  
FAR (48 CFR) 53.243

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

1. SECTION A - SOLICITATION/CONTRACT FORM

The total cost of this contract was increased by \$1,996,000.00 from \$1,813,743,439.00 to \$1,815,739,439.00.

2. SECTION B - SUPPLIES OR SERVICES AND PRICES

SUBCLIN 0017AA

The target cost has increased by \$ [redacted] 0 from \$ [redacted] 0 to [redacted]

The target profit/fee has increased by \$ [redacted] 00 from [redacted] to [redacted]

The total cost of this line item has increased by \$1,996,000.00 from \$1,575,994,992.00 to \$1,577,990,992.00.

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

This includes an increase in target cost of [redacted], consisting of a [redacted] increase in cost and a [redacted] increase in facilities capital cost of money, and an increase in target fee of [redacted] which is [redacted] target cost less facilities capital cost of money.

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

B-17. INCENTIVE FEE FOR SUBCLIN 0017AA/CLIN 0018 (SEE H-19):

In accordance with FAR 52.216-7, entitled "Allowable Cost and Payments", and FAR 52.216-10, entitled "Incentive Fee", the total amount for reimbursement of cost and fee for performance under SubCLIN 0017AA/CLIN 0018 are set forth below:

Target Cost [redacted]  
Target Fee [redacted]

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

Incentive Arrangement: Maximum Fee: [redacted]  
Minimum Fee: [redacted]

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

(Share Ratio: Government/Contractor)

Underrun: [redacted] or the amount by which the total allowable cost is less than the target cost until maximum fee is attained.

(b)(4)

Overrun: [redacted] or the amount by which the total allowable cost exceeds the target cost until minimum fee is attained.

(b)(4)

FAR 52.216-10, INCENTIVE, paragraph (e)(1), is stated as follows:

(e) Fee Payable.

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

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

B-18. TARGET COST, TARGET FEE, MINIMUM INCENTIVE FEE, MAXIMUM INCENTIVE FEE, AND INCENTIVE ARRANGEMENT FOR SUBCLIN 0017AA/CLIN 0018:

SUBCLIN 0017AA - (Two SDD JLENS Systems)

002420

a. Target cost:	[REDACTED]	(b)(4)
b. Target fee:	[REDACTED]	(b)(4)
c. Minimum incentive fee:	[REDACTED]	(b)(4)
d. Maximum incentive fee:	[REDACTED]	(b)(4)
e. Total target cost and target fee:	\$1,577,990,992	

3. SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by \$700,000.00 from \$1,788,055,198.63 to \$1,788,755,198.63.

SUBCLIN 0017AA:

MS: 21 2 2040 5L 5L68 P172419E555L 255Y 4M2J712700 S01021 4M2J712700/24MJLE/4M5 was increased by \$700,000.00 from \$0.00 to \$700,000.00

The contract ACRN MS has been added.

Target Cost, Target Fee, and Total for the above increase of \$700,000 is distributed as follows and includes an increase in target cost of [REDACTED] of cost and [REDACTED] of facilities capital cost of money) and an increase in target incentive fee of [REDACTED] which is [REDACTED] of target cost less facilities capital cost of money. (b)(4)

Target Cost	[REDACTED]
Target Fee	[REDACTED]
Total	\$700,000

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

IMPLEMENTATION OF AND EXPLANATION OF THE RELATIONSHIP OF THE LIMITATION OF FUNDS (LOF) CLAUSE TO FEE OBLIGATIONS, subparagraph c., is revised to read as follows:

SUBCLIN 0017AA :

	<u>PRIOR</u>	<u>THIS MODIFICATION</u>	<u>CUMULATIVE TOTAL*</u>
(1) Amount Required for Full Funding, Including Fee:	\$1,575,994,992	\$1,996,000	\$ 1,577,990,992
(2) Amount Allotted Under the LOF Clause for Payment of Costs:	[REDACTED]	[REDACTED]	[REDACTED] (b)(4)
(3) Amount Separately Obligated for Payment of Fee:	[REDACTED]	[REDACTED]	[REDACTED] (b)(4)
(4) Total Amount Allotted and Obligated:	\$1,562,717,007.27	\$ 700,000	\$1,563,417,007.27
(5) Net Amount Required for Full Funding	\$ 13,277,984.73	\$1,296,000	\$ 14,573,984.73

\* These figures take into consideration the negotiated total value of SubCLIN 0017AA (This does not include SubCLIN 17AH)

4. SECTION H – SPECIAL CONTRACT REQUIREMENTS is revised as follows:

002421

Paragraph H-19, INCENTIVE FEE STRUCTURE AND PAYMENT FOR CLIN 0017, SYSTEM DEVELOPMENT AND DEMONSTRATION (SDD), subparagraph c., is revised as follows:

a. General.

SubCLIN 0017AA, System Development and Demonstration (SDD), is a cost-plus-incentive-fee (CPIF) Line Item with cost and schedule incentives as described below. Paragraph H-19(b) applies only to the Cost Incentive and Paragraph H-19(c) applies only to the Schedule Incentive. The contract price amount of \$1,577,990,992 includes a target cost of [REDACTED] (which includes [REDACTED] of cost and [REDACTED] of facilities capital cost of money) and a target incentive fee of \$ [REDACTED] which is [REDACTED] of target cost less facilities capital cost of money.

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

b. Cost Incentive.

(1) The target fee payable under SubCLIN 0017AA is [REDACTED] the target cost less facilities capital cost of money ([REDACTED]), an amount equal to [REDACTED]

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

(2) The maximum fee payable under SubCLIN 0017AA is [REDACTED] of the target cost less facilities capital cost of money ([REDACTED]), an amount equal to [REDACTED]

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

(3) The minimum fee payable under SubCLIN 0017AA is [REDACTED] of the target cost less facilities capital cost of money ([REDACTED]), an amount equal to [REDACTED]

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

(4) Fee will be adjusted for actual cost that is less than or more than the target cost stated above using a share ratio of [REDACTED] Government / [REDACTED] Contractor for actual costs less than the target cost, and a ratio of [REDACTED] Government / [REDACTED] Contractor for actual costs greater than the target cost range applied according to Paragraph H-19(c)(1).

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

(5) Nothing stated in this clause shall take precedence over the clause 52.216-10 - Incentive Fee contained in this contract.

c. Schedule and Performance Incentive.

(1) A maximum [REDACTED] "flat zone" will be established at the target cost value of [REDACTED] with the conduct of milestones below. The "flat zone" over which the contractor will earn target fee is for eligible costs from [REDACTED] to [REDACTED] once the program milestones set forth below are conducted.

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

(a) [REDACTED] of the maximum benefit of the "flat zone", earned by the conduct of the SDD System Functional Review NLT 2nd Quarter, Fiscal Year 2007. (It is hereby acknowledged by the government that Raytheon completed the requirement for this flat zone and earned the "Flat Zone" schedule incentive of [REDACTED]. Final determination of incentive fee payment utilizing the "Flat Zone" amount will be made at the conclusion of the contract. [REDACTED])

(b)(4)  
(b)(6)  
(b)(6)

(b) [REDACTED] of the maximum benefit of the "flat zone", earned by the conduct of SDD Orbit Critical Design review NLT 2nd Quarter, Fiscal Year 2009. (It is hereby acknowledged by the government that Raytheon completed the requirement for this flat zone and earned the "Flat Zone" schedule incentive of [REDACTED]. Final determination of incentive fee payment utilizing the "Flat Zone" amount will be made at the conclusion of the contract. Reference letter, dated 12 January 2009, [REDACTED])

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

(c) [REDACTED] of the maximum benefit of the "flat zone", earned by the conduct of the Developmental Test 1 (DT-1) in accordance with the criteria set forth in Section J attachment entitled Flat Zone Performance Criteria for JLENS SDD Contract, Section H-19(c), dated 11/1/11.

(b)(6)  
(b)(6)  
(b)(4) (b)(4)

(d) [REDACTED] of the maximum benefit of the "flat zone", earned by the conduct of the Electromagnetic Environmental Effects (E3) Testing in accordance with the criteria set forth in Section J attachment entitled Flat Zone

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

002422

Performance Criteria for JLENS SDD Contract, Section H-19(c), dated 11/1/11.

(e) ██████████ of the maximum benefit of the "flat zone", earned by the conduct of the Integrated Fire Control Event in accordance with the criteria set forth in Section J attachment entitled Flat Zone Performance Criteria for JLENS SDD Contract, Section H-19(c), dated 11/1/11. (b)(4)

(f) ██████████ of the maximum benefit of the "flat zone", earned by the conduct of the Functional Configuration Audit (FCA) #1 in accordance with the criteria set forth in Section J attachment entitled Flat Zone Performance Criteria for JLENS SDD Contract, Section H-19(c), dated 11/1/11. (b)(4)

(3) For Earned Value and cost reporting purposes, the target cost value of ██████████ will be used. (b)(4)

d. Changes issued under FAR 52.243-2, Changes - Cost Reimbursement

In the event of a change issued under FAR 52.243-2, Changes - Cost Reimbursement, it is agreed that changes to the performance and schedule incentive may be considered a part of the equitable adjustment. In the event that any Options to CLIN 0017 are added and exercised, the incentive fee for cost and schedule/performance applicable to the Option will be incorporated in accordance with the incentive fee structure of this provision.

5. The following is an update to Modification P00245 showing a summary of funding by ACRN through Modification P00246:

<u>ACRN</u>	<u>FUNDING</u>
AA	440,100.00
AB	2,298,235.00
AC	17,832,987.00
AD	0.00
AE	7,500,000.00
AF	3,300,000.00
AG	17,192,400.00
AH	700,000.00
AJ	200,000.00
AK	85,000.00
AL	45,000.00
AM	17,045,000.00
AN	5,800.00
AP	20,779,000.00
AQ	105,000.00
AR	35,000.00
AS	0.00
AT	6,984,678.52
AU	7,970,000.00
AV	0.00
AW	100,000.00
AX	3,396,000.00
AY	550,000.00
AZ	19,412,000.00
BA	24,527,878.00
BB	146,000.00

002423

BC	72,000.00
BD	85,000.00
BE	100,000.00
BF	100,000.00
BG	1,975,321.00
BH	38,018,908.00
BJ	7,896,673.34
BK	260,000.00
BL	0.00
BM	125,000.00
BN	103,000.00
BP	10,199,288.50
BU	350,000.00
BV	9,000.00
BW	84,896,852.00
BX	1,146,000.00
BY	3,880,000.00
BZ	190,000.00
KL	118,250.00
KM	192,793,000.00
KN	0.00
KQ	92,811.00
KR	0.00
KS	0.00
KT	386,377,998.00
KU	2,203,183.00
KV	65,000.00
KW	20,000.00
KX	60,000.00
KY	25,000.00
KZ	25,000.00
LA	13,508.00
LB	12,500.00
LC	200,000.00
LD	7,943,648.00
LE	1,173,850.00
LF	10,000.00
LG	62,000.00
LH	400,000.00
LJ	7,476.00
LK	\$281,575,897.00
LL	\$173,798.00
LM	\$1,410,376.00
LN	\$630,061.00
LP	\$83,200.00
LQ	\$235,566.00
LR	\$125,000.00
LS	\$6,069,616.00
LT	\$530,377.00
LU	\$9,100,000.00

002424

LV	\$1,957,265.00
LW	\$255,567.00
LX	\$68,000.00
LY	\$264,807,424.52
LZ	\$1,751,384.00
MA	\$2,982,442.00
MB	\$375,000.00
MC	\$2,283,481.00
MD	\$8,573.00
ME	\$0.00
MF	\$269,411,505.00
MG	\$6,262,095.00
MH	\$213,390.00
MJ	\$858,495.00
MK	\$56,076.00
ML	\$116,044.00
MM	\$1,618,600.00
MN	\$2,573,000.00
MP	\$250,000.00
MQ	\$691,421.00
MR	\$39,921,199.75
MS	\$700,000.00

6. The following is an update to Modification P00245 showing a summary of funding by CLIN by ACRN through Modification P00246:

<u>CLIN</u>	<u>ACRN</u>	<u>FUNDING AMT</u>	<u>CLIN TOTAL</u>
CLIN 0001	AA	440,100.00	
CLIN 0001	AD	0.00	
			<u>440,100.00</u>
CLIN 0003	AB	2,298,235.00	
CLIN 0003	AC	17,832,987.00	
CLIN 0003	AD	0.00	
CLIN 0003	AE	7,500,000.00	
CLIN 0003	AF	3,300,000.00	
CLIN 0003	AG	17,192,400.00	
CLIN 0003	AH	700,000.00	
CLIN 0003	AM	17,045,000.00	
CLIN 0003	AN	5,800.00	
CLIN 0003	AP	20,779,000.00	
CLIN 0003	AS	0.00	
CLIN 0003	AT	6,984,678.52	
CLIN 0003	AW	100,000.00	
CLIN 0003	AY	550,000.00	
			<u>94,288,100.52</u>

002425

CLIN 0005	BA	24,527,878.00	
CLIN 0005	BB	146,000.00	
CLIN 0005	BC	72,000.00	
CLIN 0005	BD	85,000.00	
CLIN 0005	BE	100,000.00	
CLIN 0005	BF	100,000.00	
CLIN 0005	BG	1,975,321.00	
CLIN 0005	BH	38,018,908.00	
CLIN 0005	BL	0.00	
CLIN 0005	BZ	0.00	
			<u>65,025,107.00</u>
CLIN 0007AA	BP	10,199,288.50	
			<u>10,199,288.50</u>
CLIN 0009AA	AQ	45,106.00	
CLIN 0009AA	AV	0.00	
CLIN 0009AA	BK	256,545.00	
CLIN 0009AA	BM	125,000.00	
CLIN 0009AA	BN	21,315.00	
			<u>447,966.00</u>
CLIN 0009AB	AJ	200,000.00	
CLIN 0009AB	AK	85,000.00	
CLIN 0009AB	AL	45,000.00	
CLIN 0009AB	AQ	59,894.00	
CLIN 0009AB	AR	35,000.00	
CLIN 0009AB	BK	3,455.00	
CLIN 0009AB	BN	81,685.00	
CLIN 0009AB	BU	350,000.00	
CLIN 0009AB	BV	9,000.00	
			<u>869,034.00</u>
CLIN 0013	AU	7,970,000.00	
CLIN 0013	AX	3,396,000.00	
CLIN 0013	AY	0.00	
CLIN 0013	AZ	19,412,000.00	
CLIN 0013	BJ	7,896,673.34	
			<u>38,674,673.34</u>
CLIN 0017	BW	0.00	
CLIN 0017	KM	0.00	
			<u>0.00</u>
CLIN 0017AA	BY	3,880,000.00	
CLIN 0017AA	BX	1,146,000.00	
CLIN 0017AA	BW	84,896,852.00	

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CLIN 0017AA	BZ	0.00	
CLIN 0017AA	KM	192,793,000.00	
CLIN 0017AA	KN	0.00	
CLIN 0017AA	KQ	66,151.00	
CLIN 0017AA	KS	0.00	
CLIN 0017AA	KT	386,204,200.00	
CLIN 0017AA	KU	2,203,183.00	
CLIN 0017AA	KY	0.00	
CLIN 0017AA	LC	200,000.00	
CLIN 0017AA	LD	7,943,648.00	
CLIN 0017AA	LE	0.00	
CLIN 0017AA	LH	400,000.00	
CLIN 0017AA	LJ	7,476.00	
CLIN 0017AA	LK	281,575,897.00	
CLIN 0017AA	LQ	235,566.00	
CLIN 0017AA	LS	6,069,616.00	
CLIN 0017AA	LT	530,377.00	
CLIN 0017AA	LU	\$9,100,000.00	
CLIN 0017AA	LV	\$1,957,265.00	
CLIN 0017AA	LW	\$255,567.00	
CLIN 0017AA	LX	\$68,000.00	
CLIN 0017AA	LY	\$264,807,424.52	
CLIN 0017AA	MB	\$375,000.00	
CLIN 0017AA	MC	\$2,283,481.00	
CLIN 0017AA	MD	\$8,573.00	
CLIN 0017AA	ME	\$0.00	
CLIN 0017AA	MF	\$269,411,505.00	
CLIN 0017AA	MH	\$213,390.00	
CLIN 0017AA	MJ	\$858,495.00	
CLIN 0017AA	MK	\$56,076.00	
CLIN 0017AA	ML	\$116,044.00	
CLIN 0017AA	MM	\$1,618,600.00	
CLIN 0017AA	MN	\$2,573,000.00	
CLIN 0017AA	MP	\$250,000.00	
CLIN 0017AA	MQ	\$691,421.00	
CLIN 0017AA	MR	\$39,921,199.75	
CLIN 0017AA	MS	\$700,000.00	
			<u>1,563,417,007.27</u>
CLIN 0017AB	KL	118,250.00	
			<u>118,250.00</u>

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CLIN 0017AC	BZ	190,000.00	<u>190,000.00</u>
CLIN 0017AD	KN	0.00	
CLIN 0017AD	KS	0.00	<u>0.00</u>
CLIN 0017AE	LL	173,798.00	173,798.00
CLIN 0017AH	KT	173,798.00	<u>173,798.00</u>
CLIN 0020AA	KN	0.00	
CLIN 0020AA	KQ	26,660.00	<u>26,660.00</u>
CLIN 0021AA	KW	0.00	<u>0.00</u>
CLIN 0021AB	KV	0.00	
CLIN 0021AB	LB	0.00	
CLIN 0021AB	KX	0.00	
CLIN 0021AB	KY	0.00	<u>0.00</u>
CLIN 0021AC	KZ	0.00	
CLIN 0021AC	LA	0.00	<u>0.00</u>
CLIN 0022	KW	0.00	<u>0.00</u>
CLIN 0023	KX	60,000.00	
CLIN 0023	KY	25,000.00	
CLIN 0023	KV	65,000.00	
CLIN 0023	LB	12,500.00	
CLIN 0023	LF	10,000.00	
CLIN 0023	LR	\$125,000.00	<u>297,500.00</u>
CLIN 0024	LA	13,508.00	
CLIN 0024	LG	62,000.00	
CLIN 0024	KZ	25,000.00	
CLIN 0024	KW	20,000.00	
CLIN 0024	LP	83,200.00	<u>83,200.00</u>

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			<u>203,708.00</u>
CLIN 0025	LE	1,173,850.00	
CLIN 0025	LM	1,080,404.00	
			<u>2,254,254.00</u>
CLIN 0025	MA	0.00	
			<u>630,061.00</u>
CLIN 0026	LN	630,061.00	
			<u>1,751,384.00</u>
CLIN 0027	LZ	1,751,384.00	
			<u>9,574,509.00</u>
CLIN 0028	LM	329,972.00	
CLIN 0028	MA	2,982,442.00	
CLIN 0028	MG	6,262,095.00	
			<u>9,574,509.00</u>

(End of Summary of Changes)

002429

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE V	PAGE OF PAGES 1   14
AMENDMENT/MODIFICATION NO. 00247	3 EFFECTIVE DATE 13-Dec-2011	4 REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If applicable)
6. ISSUED BY USASMDC/ARSTRAT SMDC-RDC PO BOX 1600 HUNTSVILLE AL 35807-3801	CODE W9113M	7. ADMINISTERED BY (If other than item 6) DCMA RAYTHEON 50 APPLE HILL DRIVE M/S T2FR2 TEWKSBURY MA 01878		CODE S2205A
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) RAYTHEON COMPANY 350 LOWELL ST. ANDOVER MA 01810-4400			9A. AMENDMENT OF SOLICITATION NO.	
			9B. DATED (SEE ITEM 11)	
			X	10A. MOD. OF CONTRACT/ORDER NO. DASG60-98-C-0001
			X	10B. DATED (SEE ITEM 13) 30-Jan-1998
CODE 05716	FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.				
12. ACCOUNTING AND APPROPRIATION DATA (If required) <b>See Schedule</b>				
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.				
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.				
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).				
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:				
X D. OTHER (Specify type of modification and authority) UNLATERAL: FAR 52.243-2, Changes, and FAR 52.232-22, Limitation of Funds				
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.				
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: [REDACTED] (b)(6) (b)(7)(C) To issue a change order in accordance with JLENS Statement of Work (SOW), dated 26 September 2011, paragraph 3.6, entitled Hardware Development, to incorporate the attached Test Spares List for support of the current contract requirements. The not-to-exceed for this effort is \$16,289,524. Any request for equitable adjustment should be submitted no later than 13 January 2012.				
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.				
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) (b)(6) (b)(7)(C)	
15B. CONTRACTOR/OFFEROR			16B. UNITED STATES OF AMERICA	
15C. DATE SIGNED			16C. DATE SIGNED (b)(6) (b)(7)(C)	
(Signature of person authorized to sign)			BY [REDACTED] (Signature of Contracting Officer) 13-Dec-2011 (b)(6)	

EXCEPTION TO SF 30  
APPROVED BY OIRM 11-84

30-105-04

002430

STANDARD FORM 30 (Rev. 10-83)  
Prescribed by GSA  
FAR (48 CFR) 53.243

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

1. SECTION A - SOLICITATION/CONTRACT FORM

The total cost of this contract was increased by \$16,289,524.00 from \$1,815,739,439.00 to \$1,832,028,963.00.

2. SECTION B - SUPPLIES OR SERVICES AND PRICES

SUBCLIN 0017AA

The target cost has increased by \$ [redacted] from \$ [redacted] to [redacted]

The target profit/fee has increased by \$ [redacted] from \$ [redacted] to \$ [redacted]

The total cost of this line item has increased by \$16,289,524.00 from \$1,577,990,992.00 to \$1,594,280,516.00.

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

This includes an increase in target cost of [redacted] consisting of a [redacted] increase in cost and a [redacted] increase in facilities capital cost of money, and an increase in target fee of \$ [redacted] which is 9% of target cost less facilities capital cost of money.

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

B-17. INCENTIVE FEE FOR SUBCLIN 0017AA/CLIN 0018 (SEE H-19):

In accordance with FAR 52.216-7, entitled "Allowable Cost and Payments", and FAR 52.216-10, entitled "Incentive Fee", the total amount for reimbursement of cost and fee for performance under SubCLIN 0017AA/CLIN 0018 are set forth below:

Target Cost \$ [redacted]  
Target Fee [redacted]

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

Incentive Arrangement: Maximum Fee: [redacted]  
Minimum Fee: \$ [redacted]

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

(Share Ratio: Government/Contractor)

Underrun: [redacted] for the amount by which the total allowable cost is less than the target cost until maximum fee is attained.

(b)(4)

Overrun: [redacted] for the amount by which the total allowable cost exceeds the target cost until minimum fee is attained.

(b)(4)

FAR 52.216-10, INCENTIVE, paragraph (e)(1), is stated as follows:

(e) Fee Payable.

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

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

B-18. TARGET COST, TARGET FEE, MINIMUM INCENTIVE FEE, MAXIMUM INCENTIVE FEE, AND INCENTIVE ARRANGEMENT FOR SUBCLIN 0017AA/CLIN 0018:

SUBCLIN 0017AA - (Two SDD JLENS Systems)

002431

a. Target cost:	[REDACTED]	(b)(4)
b. Target fee:	[REDACTED]	(b)(4)
c. Minimum incentive fee:	[REDACTED]	(b)(4)
d. Maximum incentive fee:	[REDACTED]	(b)(4)
e. Total target cost and target fee:	<b>\$1,594,280,516</b>	(b)(4)

3. SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by \$16,289,524.00 from \$1,788,755,198.63 to \$1,805,044,722.63.

SUBCLIN 0017AA:

MT: 21 2 2040 5L 5L68 P172419E555L 255Y 4M2J712600 S01021 4M2J712600/24MJLE/4M5 was increased by \$16,289,524.00 from \$0.00 to \$16,289,524.00  
The contract ACRN MS has been added.

Target Cost, Target Fee, and Total for the above increase of [REDACTED] is distributed as follows and includes an increase in target cost of [REDACTED] of cost and [REDACTED] of facilities capital cost of money) and an increase in target incentive fee of [REDACTED] which is [REDACTED] target cost less facilities capital cost of money.

Target Cost	[REDACTED]
Target Fee	[REDACTED]
Total	<b>\$16,289,524</b>

IMPLEMENTATION OF AND EXPLANATION OF THE RELATIONSHIP OF THE LIMITATION OF FUNDS (LOF) CLAUSE TO FEE OBLIGATIONS, subparagraph c., is revised to read as follows:

SUBCLIN 0017AA :

	<u>PRIOR</u>	<u>THIS MODIFICATION</u>	<u>CUMULATIVE TOTAL*</u>	
(1) Amount Required for Full Funding, Including Fee:	\$1,577,990,992	\$16,289,524	\$ 1,594,280,516	
(2) Amount Allotted Under the LOF Clause for Payment of Costs:	[REDACTED]	[REDACTED]	[REDACTED]	(b)(4)
(3) Amount Separately Obligated for Payment of Fee:	[REDACTED]	[REDACTED]	[REDACTED]	(b)(4)
(4) Total Amount Allotted and Obligated:	\$1,563,417,007.27	\$16,289,524	\$1,579,706,531.27	
(5) Net Amount Required for Full Funding	\$ 14,573,984.73	\$ 0	\$ 14,573,984.73	

\* These figures take into consideration the negotiated total value of SubCLIN 0017AA (This does not include SubCLIN 17AH)

4. SECTION H - SPECIAL CONTRACT REQUIREMENTS is revised as follows:

002432

Paragraph H-19, INCENTIVE FEE STRUCTURE AND PAYMENT FOR CLIN 0017, SYSTEM DEVELOPMENT AND DEMONSTRATION (SDD), subparagraph c., is revised as follows:

a. General.

SubCLIN 0017AA, System Development and Demonstration (SDD), is a cost-plus-incentive-fee (CPIF) Line Item with cost and schedule incentives as described below. Paragraph H-19(b) applies only to the Cost Incentive and Paragraph H-19(c) applies only to the Schedule Incentive. The contract price amount of \$1,594,280,516 includes a target cost of [REDACTED] (which includes \$ [REDACTED] of cost and [REDACTED] of facilities capital cost of money) and a target incentive fee of \$ [REDACTED] which is [REDACTED] of target cost less facilities capital cost of money.

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

b. Cost Incentive.

(1) The target fee payable under SubCLIN 0017AA is [REDACTED] of the target cost less facilities capital cost of money [REDACTED] an amount equal to [REDACTED]

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

(2) The maximum fee payable under SubCLIN 0017AA is [REDACTED] of the target cost less facilities capital cost of money [REDACTED] an amount equal to \$ [REDACTED]

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

(3) The minimum fee payable under SubCLIN 0017AA is [REDACTED] of the target cost less facilities capital cost of money [REDACTED] an amount equal to [REDACTED]

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

(4) Fee will be adjusted for actual cost that is less than or more than the target cost stated above using a share ratio [REDACTED] government / [REDACTED] Contractor for actual costs less than the target cost, and a ratio of [REDACTED] government / [REDACTED] Contractor for actual costs greater than the target cost range applied according to Paragraph H-19(c)(1).

(b)(4)

(5) Nothing stated in this clause shall take precedence over the clause 52.216-10 - Incentive Fee contained in this contract.

c. Schedule and Performance Incentive.

(1) A maximum \$ [REDACTED] "flat zone" will be established at the target cost value of [REDACTED] with the conduct of milestones below. The "flat zone" over which the contractor will earn target fee is for eligible costs from [REDACTED] to \$ [REDACTED] once the program milestones set forth below are conducted.

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

(a) [REDACTED] of the maximum benefit of the "flat zone", earned by the conduct of the SDD System Functional Review NLT 2nd Quarter, Fiscal Year 2007. (It is hereby acknowledged by the government that Raytheon completed the requirement for this flat zone and earned the "Flat Zone" schedule incentive of [REDACTED]. Final determination of incentive fee payment utilizing the "Flat Zone" amount will be made at the conclusion of the contract. [REDACTED])

(b)(6)  
(b)(6)  
(b)(4)

(b) [REDACTED] of the maximum benefit of the "flat zone", earned by the conduct of SDD Orbit Critical Design review NLT 2nd Quarter, Fiscal Year 2009. (It is hereby acknowledged by the government that Raytheon completed the requirement for this flat zone and earned the "Flat Zone" schedule incentive of \$ [REDACTED]. Final determination of incentive fee payment utilizing the "Flat Zone" amount will be made at the conclusion of the contract. Reference letter, [REDACTED])

(b)(4)

(b)(6)  
(b)(6)

(c) [REDACTED] of the maximum benefit of the "flat zone", earned by the conduct of the Developmental Test 1 (DT-1) in accordance with the criteria set forth in Section J attachment entitled Flat Zone Performance Criteria for JLENS SDD Contract, Section H-19(c), dated 11/1/11.

(b)(4)

(b)(4)

(d) [REDACTED] of the maximum benefit of the "flat zone", earned by the conduct of the Electromagnetic Environmental Effects (E3) Testing in accordance with the criteria set forth in Section J attachment entitled Flat Zone

(b)(4) (b)(6)

Performance Criteria for JLENS SDD Contract, Section H-19(c), dated 11/1/11.

(e) \$ [REDACTED] of the maximum benefit of the "flat zone", earned by the conduct of the Integrated Fire Control Event in accordance with the criteria set forth in Section J attachment entitled Flat Zone Performance Criteria for JLENS SDD Contract, Section H-19(c), dated 11/1/11.

(b)(4) (b)(1)

(f) [REDACTED] % of the maximum benefit of the "flat zone", earned by the conduct of the Functional Configuration Audit (FCA) #1 in accordance with the criteria set forth in Section J attachment entitled Flat Zone Performance Criteria for JLENS SDD Contract, Section H-19(c), dated 11/1/11.

(b)(4) (b)(1)

(3) For Earned Value and cost reporting purposes, the target cost value of [REDACTED] will be used.

(b)(4)  
(b)(1)

d. Changes issued under FAR 52.243-2, Changes - Cost Reimbursement

In the event of a change issued under FAR 52.243-2, Changes - Cost Reimbursement, it is agreed that changes to the performance and schedule incentive may be considered a part of the equitable adjustment. In the event that any Options to CLIN 0017 are added and exercised, the incentive fee for cost and schedule/performance applicable to the Option will be incorporated in accordance with the incentive fee structure of this provision.

#### 5. SECTION J - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

The following has been revised to reflect an update to CLIN 0017, JLENS SDD Program Statement of Work and CLIN 0017, Contract Data Requirements List (DD Form 1423) and to delete CLIN 0017, Performance Incentive Fee Criteria/Evidence, undated and consisting of eight (8) pages:

<u>TITLE</u>	<u>DATE</u>	<u># OF PAGES</u>
Contract Security Classification Specification (DD Form 254), Revision 13 (Added per Modification P00235)	14 Apr 11	13
JLENS Software Source Code Specifically Negotiated License, License Number JLENS-SWLA-01 (Added per Modification P00166)	04 Sep 08	8
<u>CLIN 0017:</u> JLENS System Development and Demonstration (SDD) Program Statement of Work (Revised by Incorporating CSDR Plans dated 20 Febr 2007 in Appendix C per Modification P00136)	30 Nov 06 - Revised 20 Feb 07	37
JLENS System Development and Demonstration (SDD) Program Statement of Work (Added per Modification P00187)	Revised 06 Apr 09	38
JLENS System Development and Demonstration (SDD) Program Statement of Work, Revision 2 (Added per Modification P00207)	Revised 09 Mar 10	36
JLENS System Development and Demonstration (SDD) Program Statement of Work, Revision 3 (Added per Modification P00239)	Revised 01 Sep 11	36
JLENS System Development and Demonstration (SDD) Program Statement of Work	Revised 26 Sep 11	36

002434

(Added per Modification P00240)

	March 08	1	(b)(3)(A)(i)&Title 10 Sec 130 (a)(b)
Contract Data Requirements List (DD Form 1423) Exhibit A with Distribution List & Data Item Nos. B001 through B062 (Replace Data Item Nos. B026 and B027, only Per Modification P00136) (Replace Data Item Nos. B048 and B049, only Per Modification P00143 & to add statement in Section A of Modification P00143) (Replace Data Item No. B033 only, per Modification P00161)	01 Dec 06	63	
	Revised 05 Apr 07		
	Revised 24 Oct 07		
	Revised 11 Jul 08	1	
Contract Data Requirements List (DD Form 1423) Exhibit A, Data Item Nos. B001 and B014 (Added per Modification P00187)	Revised 07 May 09	2	
Contract Data Requirements List (DD Form 1423) Exhibit A, Data Item Nos. B002 through B062 (less B014 ) (Added per Modification P00187)	Revised 20 Mar 09	60	
Contract Data Requirements List (DD Form 1423) Exhibit A, Data Item Nos. B001 and B014 (Added per Modification P00239)	Revised 30 Aug 11	2	

\*Added statement below to address weekends/Holidays:  
(In Mod P00143) 24 October 07

\*Per a mutual agreement between Raytheon and JLENS Product Office all Contract Data Requirements List (CDRL's) (DD Form 1423) are due on the next business day after the required due date if the due date falls on Saturday, Sunday or a Government Holiday. In addition, for any CDRL with a requirement to resubmit within 10 days or less after receipt of comments, where Raytheon receives the comments on a Friday, the timeframe for resubmittal will begin on the next business day. Statement added in Mod P00143 on 24 Oct. 2007.

GFE/GFP/GFS List for SDD	28 Nov 06	2
Replaced with Rev. B List	15 Oct 07	6
**Add items below	Revised 22 Oct 07	
For record-keeping purposes (Per Mod P00143)		
Replaced with Revision C List (Per Modification P00183)	09 Mar 09	12
Replaced with Revision D List (Per Modification P00207)	23 Feb 10	11

\*\*Per the [REDACTED] Raytheon is authorized rent free use on a non-interference use of the equipment listed below for utilization on JLENS Fire Control Radar Prime Contract DASG60-98-C-0001 for the period from 19 April 2007 through 30 September 2011. (b)(3)(A)(i)&Title 10 Sec 130 (a)(b)

[REDACTED]

(b)(3)(A)(i)&Title 10 Sec 130 (a)(b)

002435

(b)(3)(A)

(i)&Title 10 Sec

130 (a)(b)



(b)(3)(A)

(i)&Title

10 Sec 130

(a)(b)



Hereby added in Mod P00148 for tracking purposes:

Originated in Basic Contract:

Government Furnished Equipment - Spiral 1

20 Jun 03

1 List

(Spiral 1 Equipment Transferred to Government

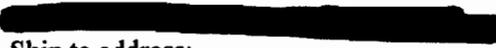
25 Mar 07\*

34 pages

Contract DASG60-00-C-0091, DD Form 1149 (attached)

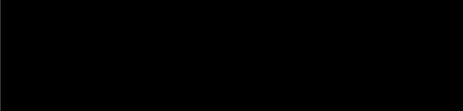
(Revised 21 Nov 07)\*

34 pages



(b)(6)

Ship to address:



(b)(3)(A)(i)&Title 10

Sec 130 (a)(b)

\*NOTE: Items 1-1060 transferred to Contract DASG60-00-C-0091 per revised GFE list dated 21 Nov 07. Items 1061 - 1116 GFE items retained on Contract DASG60-98-C-0001 for Spiral 2 per GFE list dated 25 Mar 07.

JLENS Performance Specification, MIS-PRF-55628, Revision A (Added by reference per Modification P00168)	27 Jun 08	136
Annex A to the JLENS Performance Specification, MIS-PRF-55628, Revision A (Added by reference per Modification P00168)	27 Jun 08	10
JLENS SDD DD250 Plan (Added per Modification P00207)	11 Dec 09	5
Engineering Change Proposal (ECP) MI-N3893, Revision 2, CDRL B039-005b	15 Nov 10	15
Engineering Change Proposal (ECP) MI-N3894, CDRL B039-006	18 Aug 10	16
Engineering Change Proposal (ECP) MI-N3895, CDRL B039-007	28 Sep 10	50
Engineering Change Proposal (ECP) JL1359 (Added per Modification P00240)	20 Jun 11	7
Flat Zone Performance Criteria for JLENS SDD Contract, Section H-19(c) (Added per Modification P00242)	01 Nov 11	4
Test Spares List (Added per Modification P00247)	Undated	8

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CLINs 0023 and 00024

JLENS Simulation Support  
SOW dated 28 January 2008

28 January 2008

2

(b)(3)(A)  
(i)&Title 10 Sec  
130 (a)(b)

Simulation Support Tasks  
(Added per Mod P00160)

CLIN 0025

JLENS Integrated Fire Control Demonstration Program  
Statement of Work, Revision 5  
(Added per Modification P00211)

14 Sep 09

3

JLENS Integrated Fire Control Demonstration Program  
Program and Technical Clarification Description,  
incorporated herein by reference  
(Added per Modification P00211)

30 Mar 10

26

Contract Data Requirements List (DD Form 1423)  
Exhibit B, Data Items Nos. B001 through B004, with  
Data Item Descriptions  
(Added per Modification P00165)

16 Oct 07

19

Contract Data Requirements List (DD Form 1423),  
CLIN 0028, Exhibit B, Data Item Nos. B001 through B006  
(Added per Modification P00211)

16 Jun 10

6

CLIN 0027

JLENS System Integration Lab (SIL)  
Equipment List  
(Added per Modification P00196)

Undated

6

Revision to System Integration Lab (SIL)  
Equipment List  
(Added per Modification P00217)

02 Aug 10

6

6. The following is an update to Modification P00246 showing a summary of funding by ACRN through Modification P00247:

<u>ACRN</u>	<u>FUNDING</u>
AA	440,100.00
AB	2,298,235.00
AC	17,832,987.00
AD	0.00
AE	7,500,000.00
AF	3,300,000.00
AG	17,192,400.00
AH	700,000.00
AJ	200,000.00

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AK	85,000.00
AL	45,000.00
AM	17,045,000.00
AN	5,800.00
AP	20,779,000.00
AQ	105,000.00
AR	35,000.00
AS	0.00
AT	6,984,678.52
AU	7,970,000.00
AV	0.00
AW	100,000.00
AX	3,396,000.00
AY	550,000.00
AZ	19,412,000.00
BA	24,527,878.00
BB	146,000.00
BC	72,000.00
BD	85,000.00
BE	100,000.00
BF	100,000.00
BG	1,975,321.00
BH	38,018,908.00
BJ	7,896,673.34
BK	260,000.00
BL	0.00
BM	125,000.00
BN	103,000.00
BP	10,199,288.50
BU	350,000.00
BV	9,000.00
BW	84,896,852.00
BX	1,146,000.00
BY	3,880,000.00
BZ	190,000.00
KL	118,250.00
KM	192,793,000.00
KN	0.00
KQ	92,811.00
KR	0.00
KS	0.00
KT	386,377,998.00
KU	2,203,183.00
KV	65,000.00
KW	20,000.00
KX	60,000.00
KY	25,000.00
KZ	25,000.00
LA	13,508.00
LB	12,500.00

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LC	200,000.00
LD	7,943,648.00
LE	1,173,850.00
LF	10,000.00
LG	62,000.00
LH	400,000.00
LJ	7,476.00
LK	\$281,575,897.00
LL	\$173,798.00
LM	\$1,410,376.00
LN	\$630,061.00
LP	\$83,200.00
LQ	\$235,566.00
LR	\$125,000.00
LS	\$6,069,616.00
LT	\$530,377.00
LU	\$9,100,000.00
LV	\$1,957,265.00
LW	\$255,567.00
LX	\$68,000.00
LY	\$264,807,424.52
LZ	\$1,751,384.00
MA	\$2,982,442.00
MB	\$375,000.00
MC	\$2,283,481.00
MD	\$8,573.00
ME	\$0.00
MF	\$269,411,505.00
MG	\$6,262,095.00
MH	\$213,390.00
MJ	\$858,495.00
MK	\$56,076.00
ML	\$116,044.00
MM	\$1,618,600.00
MN	\$2,573,000.00
MP	\$250,000.00
MQ	\$691,421.00
MR	\$39,921,199.75
MS	\$700,000.00
MT	\$16,289,524.00

7. The following is an update to Modification P00246 showing a summary of funding by CLIN by ACRN through Modification P00247:

<u>CLIN</u>	<u>ACRN</u>	<u>FUNDING AMT</u>	<u>CLIN TOTAL</u>
CLIN 0001	AA	440,100.00	
CLIN 0001	AD	0.00	

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		<u>440,100.00</u>
CLIN 0003	AB	2,298,235.00
CLIN 0003	AC	17,832,987.00
CLIN 0003	AD	0.00
CLIN 0003	AE	7,500,000.00
CLIN 0003	AF	3,300,000.00
CLIN 0003	AG	17,192,400.00
CLIN 0003	AH	700,000.00
CLIN 0003	AM	17,045,000.00
CLIN 0003	AN	5,800.00
CLIN 0003	AP	20,779,000.00
CLIN 0003	AS	0.00
CLIN 0003	AT	6,984,678.52
CLIN 0003	AW	100,000.00
CLIN 0003	AY	550,000.00
		<u>94,288,100.52</u>
CLIN 0005	BA	24,527,878.00
CLIN 0005	BB	146,000.00
CLIN 0005	BC	72,000.00
CLIN 0005	BD	85,000.00
CLIN 0005	BE	100,000.00
CLIN 0005	BF	100,000.00
CLIN 0005	BG	1,975,321.00
CLIN 0005	BH	38,018,908.00
CLIN 0005	BL	0.00
CLIN 0005	BZ	0.00
		<u>65,025,107.00</u>
CLIN 0007AA	BP	10,199,288.50
		<u>10,199,288.50</u>
CLIN 0009AA	AQ	45,106.00
CLIN 0009AA	AV	0.00
CLIN 0009AA	BK	256,545.00
CLIN 0009AA	BM	125,000.00
CLIN 0009AA	BN	21,315.00
		<u>447,966.00</u>
CLIN 0009AB	AJ	200,000.00
CLIN 0009AB	AK	85,000.00
CLIN 0009AB	AL	45,000.00
CLIN 0009AB	AQ	59,894.00
CLIN 0009AB	AR	35,000.00
CLIN 0009AB	BK	3,455.00
CLIN 0009AB	BN	81,685.00

002440

CLIN 0009AB	BU	350,000.00	
CLIN 0009AB	BV	9,000.00	
			<u>869,034.00</u>
CLIN 0013	AU	7,970,000.00	
CLIN 0013	AX	3,396,000.00	
CLIN 0013	AY	0.00	
CLIN 0013	AZ	19,412,000.00	
CLIN 0013	BJ	7,896,673.34	
			<u>38,674,673.34</u>
CLIN 0017	BW	0.00	
CLIN 0017	KM	0.00	
			<u>0.00</u>
CLIN 0017AA	BY	3,880,000.00	
CLIN 0017AA	BX	1,146,000.00	
CLIN 0017AA	BW	84,896,852.00	
CLIN 0017AA	BZ	0.00	
CLIN 0017AA	KM	192,793,000.00	
CLIN 0017AA	KN	0.00	
CLIN 0017AA	KQ	66,151.00	
CLIN 0017AA	KS	0.00	
CLIN 0017AA	KT	386,204,200.00	
CLIN 0017AA	KU	2,203,183.00	
CLIN 0017AA	KY	0.00	
CLIN 0017AA	LC	200,000.00	
CLIN 0017AA	LD	7,943,648.00	
CLIN 0017AA	LE	0.00	
CLIN 0017AA	LH	400,000.00	
CLIN 0017AA	LJ	7,476.00	
CLIN 0017AA	LK	281,575,897.00	
CLIN 0017AA	LQ	235,566.00	
CLIN 0017AA	LS	6,069,616.00	
CLIN 0017AA	LT	530,377.00	
CLIN 0017AA	LU	\$9,100,000.00	
CLIN 0017AA	LV	\$1,957,265.00	
CLIN 0017AA	LW	\$255,567.00	
CLIN 0017AA	LX	\$68,000.00	
CLIN 0017AA	LY	\$264,807,424.52	
CLIN 0017AA	MB	\$375,000.00	
CLIN 0017AA	MC	\$2,283,481.00	
CLIN 0017AA	MD	\$8,573.00	
CLIN 0017AA	ME	\$0.00	
CLIN 0017AA	MF	\$269,411,505.00	
CLIN 0017AA	MH	\$213,390.00	

002441

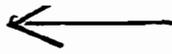
CLIN 0017AA	MJ	\$858,495.00	
CLIN 0017AA	MK	\$56,076.00	
CLIN 0017AA	ML	\$116,044.00	
CLIN 0017AA	MM	\$1,618,600.00	
CLIN 0017AA	MN	\$2,573,000.00	
CLIN 0017AA	MP	\$250,000.00	
CLIN 0017AA	MQ	\$691,421.00	
CLIN 0017AA	MR	\$39,921,199.75	
CLIN 0017AA	MS	\$700,000.00	
<b>CLIN 0017AA</b>	<b>MT</b>	<b>\$16,289,524.00</b>	
			<b>1,579,706,531.27</b>
CLIN 0017AB	KL	118,250.00	
			118,250.00
CLIN 0017AC	BZ	190,000.00	
			190,000.00
CLIN 0017AD	KN	0.00	
CLIN 0017AD	KS	0.00	
			0.00
CLIN 0017AE	LL	173,798.00	
			173,798.00
CLIN 0017AH	KT	173,798.00	
			173,798.00
CLIN 0020AA	KN	0.00	
CLIN 0020AA	KQ	26,660.00	
			26,660.00
CLIN 0021AA	KW	0.00	
			0.00
CLIN 0021AB	KV	0.00	
CLIN 0021AB	LB	0.00	
CLIN 0021AB	KX	0.00	
CLIN 0021AB	KY	0.00	
			0.00

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CLIN 0021AC	KZ	0.00	
CLIN 0021AC	LA	0.00	
			<u>0.00</u>
CLIN 0022	KW	0.00	
			<u>0.00</u>
CLIN 0023	KX	60,000.00	
CLIN 0023	KY	25,000.00	
CLIN 0023	KV	65,000.00	
CLIN 0023	LB	12,500.00	
CLIN 0023	LF	10,000.00	
CLIN 0023	LR	\$125,000.00	
			<u>297,500.00</u>
CLIN 0024	LA	13,508.00	
CLIN 0024	LG	62,000.00	
CLIN 0024	KZ	25,000.00	
CLIN 0024	KW	20,000.00	
CLIN 0024	LP	83,200.00	
			<u>203,708.00</u>
CLIN 0025	LE	1,173,850.00	
CLIN 0025	LM	1,080,404.00	
CLIN 0025	MA	0.00	
			<u>2,254,254.00</u>
CLIN 0026	LN	630,061.00	
			<u>630,061.00</u>
CLIN 0027	LZ	1,751,384.00	
			<u>1,751,384.00</u>
CLIN 0028	LM	329,972.00	
CLIN 0028	MA	2,982,442.00	
CLIN 0028	MG	6,262,095.00	
			<u>9,574,509.00</u>

(End of Summary of Changes)

002443



(b)(7)

(b)(4)

Representative Estimated Costs	Representative Estimated Unit Cost
[Redacted]	
[Redacted]	

Representative Spares List for Initial

(b)(3)(A)  
(i)&Title  
10 Sec  
130 (a)(b)

(b)(3)(A)  
(i)&Title  
10 Sec  
130 (a)(b)

002444















AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE	PAGE OF PAGES	
				V	1   9	
AMENDMENT/MODIFICATION NO. <b>00248</b>	3. EFFECTIVE DATE <b>14-Dec-2011</b>	4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If applicable)		
6. ISSUED BY USASMDC/ARSTRAT SMDC-RDC PO BOX 1500 HUNTSVILLE AL 35807-3801	CODE <b>WS9113M</b>	7. ADMINISTERED BY (If other than item 6) DCMA RAYTHEON 50 APPLE HILL DRIVE M/S T2FR2 TEWKSBURY MA 01876		CODE <b>S2205A</b>		
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) RAYTHEON COMPANY 350 LOWELL ST ANDOVER MA 01810-4400				9A. AMENDMENT OF SOLICITATION NO.		
				9B. DATED (SEE ITEM 11)		
				X	10A. MOD. OF CONTRACT/ORDER NO. <b>DASG80-98-C-0001</b>	
				X	10B. DATED (SEE ITEM 13) <b>30-Jan-1998</b>	
CODE <b>05716</b>	FACILITY CODE					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS						
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.						
12. ACCOUNTING AND APPROPRIATION DATA (If required) <b>See Schedule</b>						
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.						
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.						
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).						
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:						
X D. OTHER (Specify type of modification and authority) UNILATERAL: FAR 52.232-22, "Limitation of Funds"						
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.						
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: [REDACTED] (b)(6) To increase incremental funding in the amount of \$7,864,499 to fully fund CLIN 0028. (b)(6)						
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.						
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)			
[REDACTED]			[REDACTED] (b)(6)			
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED	16B. UNITED STATES OF AMERICA		16C. DATE SIGNED	
[REDACTED]		[REDACTED]	[REDACTED]		(b)(6)	
(Signature of person authorized to sign)			(Signature of Contracting Officer)		14-Dec-2011 (b)(6)	

EXCEPTION TO SF 30  
APPROVED BY OIRM 11-84

30-105-04

002452

STANDARD FORM 30 (Rev. 10-83)  
Prescribed by GSA  
FAR (48 CFR) 53.243



CLIN 0028 :	THIS		CUMULATIVE	
	<u>PRIOR</u>	<u>MODIFICATION</u>	<u>TOTAL</u>	
(1) Amount Required for Full Funding, Including Fee:	\$17,439,008	\$ 0	\$17,439,008.	
(2) Amount Allotted Under the LOF Clause for Payment of Costs:	██████████	██████████	██████████	(b)(4)
(3) Amount Separately Obligated for Payment of Fee:	██████████	██████████	██████████	(b)(4)
(4) Total Amount Allotted and Obligated:	\$ 9,574,509	\$7,864,499	\$17,439,008	
(5) Net Amount Required for Full Funding	\$ 7,864,499	(\$7,864,499)	\$ 0	

3. The following is an update to Modification P00247 showing a summary of funding by ACRN through Modification P00248:

<u>ACRN</u>	<u>FUNDING</u>
AA	440,100.00
AB	2,298,235.00
AC	17,832,987.00
AD	0.00
AE	7,500,000.00
AF	3,300,000.00
AG	17,192,400.00
AH	700,000.00
AJ	200,000.00
AK	85,000.00
AL	45,000.00
AM	17,045,000.00
AN	5,800.00
AP	20,779,000.00
AQ	105,000.00
AR	35,000.00
AS	0.00
AT	6,984,678.52
AU	7,970,000.00
AV	0.00
AW	100,000.00
AX	3,396,000.00
AY	550,000.00
AZ	19,412,000.00

002459

BA	24,527,878.00
BB	146,000.00
BC	72,000.00
BD	85,000.00
BE	100,000.00
BF	100,000.00
BG	1,975,321.00
BH	38,018,908.00
BJ	7,896,673.34
BK	260,000.00
BL	0.00
BM	125,000.00
BN	103,000.00
BP	10,199,288.50
BU	350,000.00
BV	9,000.00
BW	84,896,852.00
BX	1,146,000.00
BY	3,880,000.00
BZ	190,000.00
KL	118,250.00
KM	192,793,000.00
KN	0.00
KQ	92,811.00
KR	0.00
KS	0.00
KT	386,377,998.00
KU	2,203,183.00
KV	65,000.00
KW	20,000.00
KX	60,000.00
KY	25,000.00
KZ	25,000.00
LA	13,508.00
LB	12,500.00
LC	200,000.00
LD	7,943,648.00
LE	1,173,850.00
LF	10,000.00
LG	62,000.00
LH	400,000.00
LJ	7,476.00
LK	\$281,575,897.00
LL	\$173,798.00
LM	\$1,410,376.00
LN	\$630,061.00
LP	\$83,200.00
LQ	\$235,566.00
LR	\$125,000.00
LS	\$6,069,616.00

002455

LT	\$530,377.00
LU	\$9,100,000.00
LV	\$1,957,265.00
LW	\$255,567.00
LX	\$68,000.00
LY	\$264,807,424.52
LZ	\$1,751,384.00
MA	\$2,982,442.00
MB	\$375,000.00
MC	\$2,283,481.00
MD	\$8,573.00
ME	\$0.00
MF	\$269,411,505.00
MG	\$6,262,095.00
MH	\$213,390.00
MJ	\$858,495.00
MK	\$56,076.00
ML	\$116,044.00
MM	\$1,618,600.00
MN	\$2,573,000.00
MP	\$250,000.00
MQ	\$691,421.00
MR	\$39,921,199.75
MS	\$700,000.00
MT	\$16,289,524.00
MU	\$7,864,499.00

4. The following is an update to Modification P00247 showing a summary of funding by CLIN by ACRN through Modification P00248:

<u>CLIN</u>	<u>ACRN</u>	<u>FUNDING AMT</u>	<u>CLIN TOTAL</u>
CLIN 0001	AA	440,100.00	
CLIN 0001	AD	0.00	
			440,100.00
CLIN 0003	AB	2,298,235.00	
CLIN 0003	AC	17,832,987.00	
CLIN 0003	AD	0.00	
CLIN 0003	AE	7,500,000.00	
CLIN 0003	AF	3,300,000.00	
CLIN 0003	AG	17,192,400.00	
CLIN 0003	AH	700,000.00	
CLIN 0003	AM	17,045,000.00	
CLIN 0003	AN	5,800.00	
CLIN 0003	AP	20,779,000.00	
CLIN 0003	AS	0.00	
CLIN 0003	AT	6,984,678.52	

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CLIN 0003	AW	100,000.00	
CLIN 0003	AY	550,000.00	
			<u>94,288,100.52</u>
CLIN 0005	BA	24,527,878.00	
CLIN 0005	BB	146,000.00	
CLIN 0005	BC	72,000.00	
CLIN 0005	BD	85,000.00	
CLIN 0005	BE	100,000.00	
CLIN 0005	BF	100,000.00	
CLIN 0005	BG	1,975,321.00	
CLIN 0005	BH	38,018,908.00	
CLIN 0005	BL	0.00	
CLIN 0005	BZ	0.00	
			<u>65,025,107.00</u>
CLIN 0007AA	BP	10,199,288.50	
			<u>10,199,288.50</u>
CLIN 0009AA	AQ	45,106.00	
CLIN 0009AA	AV	0.00	
CLIN 0009AA	BK	256,545.00	
CLIN 0009AA	BM	125,000.00	
CLIN 0009AA	BN	21,315.00	
			<u>447,966.00</u>
CLIN 0009AB	AJ	200,000.00	
CLIN 0009AB	AK	85,000.00	
CLIN 0009AB	AL	45,000.00	
CLIN 0009AB	AQ	59,894.00	
CLIN 0009AB	AR	35,000.00	
CLIN 0009AB	BK	3,455.00	
CLIN 0009AB	BN	81,685.00	
CLIN 0009AB	BU	350,000.00	
CLIN 0009AB	BV	9,000.00	
			<u>869,034.00</u>
CLIN 0013	AU	7,970,000.00	
CLIN 0013	AX	3,396,000.00	
CLIN 0013	AY	0.00	
CLIN 0013	AZ	19,412,000.00	
CLIN 0013	BJ	7,896,673.34	
			<u>38,674,673.34</u>
CLIN 0017	BW	0.00	
CLIN 0017	KM	0.00	

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		<u>0.00</u>
CLIN 0017AA	BY	3,880,000.00
CLIN 0017AA	BX	1,146,000.00
CLIN 0017AA	BW	84,896,852.00
CLIN 0017AA	BZ	0.00
CLIN 0017AA	KM	192,793,000.00
CLIN 0017AA	KN	0.00
CLIN 0017AA	KQ	66,151.00
CLIN 0017AA	KS	0.00
CLIN 0017AA	KT	386,204,200.00
CLIN 0017AA	KU	2,203,183.00
CLIN 0017AA	KY	0.00
CLIN 0017AA	LC	200,000.00
CLIN 0017AA	LD	7,943,648.00
CLIN 0017AA	LE	0.00
CLIN 0017AA	LH	400,000.00
CLIN 0017AA	LJ	7,476.00
CLIN 0017AA	LK	281,575,897.00
CLIN 0017AA	LQ	235,566.00
CLIN 0017AA	LS	6,069,616.00
CLIN 0017AA	LT	530,377.00
CLIN 0017AA	LU	\$9,100,000.00
CLIN 0017AA	LV	\$1,957,265.00
CLIN 0017AA	LW	\$255,567.00
CLIN 0017AA	LX	\$68,000.00
CLIN 0017AA	LY	\$264,807,424.52
CLIN 0017AA	MB	\$375,000.00
CLIN 0017AA	MC	\$2,283,481.00
CLIN 0017AA	MD	\$8,573.00
CLIN 0017AA	ME	\$0.00
CLIN 0017AA	MF	\$269,411,505.00
CLIN 0017AA	MH	\$213,390.00
CLIN 0017AA	MJ	\$858,495.00
CLIN 0017AA	MK	\$56,076.00
CLIN 0017AA	ML	\$116,044.00
CLIN 0017AA	MM	\$1,618,600.00
CLIN 0017AA	MN	\$2,573,000.00
CLIN 0017AA	MP	\$250,000.00
CLIN 0017AA	MQ	\$691,421.00
CLIN 0017AA	MR	\$39,921,199.75
CLIN 0017AA	MS	\$700,000.00
CLIN 0017AA	MT	\$16,289,524.00
		<u>1,579,706,531.27</u>

002458

CLIN 0017AB	KL	118,250.00	
			<u>118,250.00</u>
CLIN 0017AC	BZ	190,000.00	
			<u>190,000.00</u>
CLIN 0017AD	KN	0.00	
CLIN 0017AD	KS	0.00	
			<u>0.00</u>
CLIN 0017AE	LL	173,798.00	
			173,798.00
CLIN 0017AH	KT	173,798.00	
			<u>173,798.00</u>
CLIN 0020AA	KN	0.00	
CLIN 0020AA	KQ	26,660.00	
			<u>26,660.00</u>
CLIN 0021AA	KW	0.00	
			<u>0.00</u>
CLIN 0021AB	KV	0.00	
CLIN 0021AB	LB	0.00	
CLIN 0021AB	KX	0.00	
CLIN 0021AB	KY	0.00	
			<u>0.00</u>
CLIN 0021AC	KZ	0.00	
CLIN 0021AC	LA	0.00	
			<u>0.00</u>
CLIN 0022	KW	0.00	
			<u>0.00</u>
CLIN 0023	KX	60,000.00	
CLIN 0023	KY	25,000.00	
CLIN 0023	KV	65,000.00	
CLIN 0023	LB	12,500.00	
CLIN 0023	LF	10,000.00	
CLIN 0023	LR	\$125,000.00	

002459

			<u>297,500.00</u>
CLIN 0024	LA	13,508.00	
CLIN 0024	LG	62,000.00	
CLIN 0024	KZ	25,000.00	
CLIN 0024	KW	20,000.00	
CLIN 0024	LP	83,200.00	
			<u>203,708.00</u>
CLIN 0025	LE	1,173,850.00	
CLIN 0025	LM	1,080,404.00	
CLIN 0025	MA	0.00	
			<u>2,254,254.00</u>
CLIN 0026	LN	630,061.00	
			<u>630,061.00</u>
CLIN 0027	LZ	1,751,384.00	
			<u>1,751,384.00</u>
CLIN 0028	LM	329,972.00	
CLIN 0028	MA	2,982,442.00	
CLIN 0028	MG	6,262,095.00	
CLIN 0028	MU	\$7,864,499	
			<u>17,439,008.00</u>

(End of Summary of Changes)

002460

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			I. CONTRACT ID CODE V	PAGE OF PAGES 1   9
2. AMENDMENT/MODIFICATION NO. 00249	3. EFFECTIVE DATE 16-Feb-2012	4. REQUISITION/PURCHASE REQ NO.		5. PROJECT NO (If applicable)
6. ISSUED BY USASMDC/ARSTRAT SMDC-RDC PO BOX 1500 HUNTSVILLE AL 35807-3801	CODE W9113M	7. ADMINISTERED BY (If other than item 6) DCMA RAYTHEON 50 APPLE HILL DRIVE M/S T2FR2 TEWKSBURY MA 01878		CODE S2205A
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) RAYTHEON COMPANY 350 LOWELL ST. ANDOVER MA 01810-4400			9A. AMENDMENT OF SOLICITATION NO.	
			9B. DATED (SEE ITEM 11)	
			X 10A. MOD. OF CONTRACT/ORDER NO. DASG60-98-C-0001	
			10B. DATED (SEE ITEM 13)	
CODE 05716			FACILITY CODE	
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified				
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule				
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.				
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.				
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).				
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:				
X D. OTHER (Specify type of modification and authority) UNILATERAL: FAR 52.232-22, "Limitation of Funds"				
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.				
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: [REDACTED] (b)(6) To decrease incremental funding under SubCLIN 0017AA, ACRN MR, in the amount of \$39,921,199.75 and to increase incremental funding under SubCLIN 0017AA, ACRN MV, in the amount of \$39,921,199.75. (b)(6)				
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.				
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) (b)(6)	
15B. CONTRACTOR/OFFEROR			16B. [REDACTED]	
15C. DATE SIGNED			16C. DATE SIGNED (b)(6)	
(Signature of person authorized to sign)			(Signature of Contracting Officer)	
			16C. DATE SIGNED 16-Feb-2012 (b)(6)	

EXCEPTION TO SF 30  
APPROVED BY OIRM 11-84

30-105-04

002461

STANDARD FORM 30 (Rev. 10-83)  
Prescribed by GSA  
FAR (48 CFR) 53.243

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

SUBCLIN 0017AA:

MR: 21 1 2040 5L 5L68 P172419E555L 255Y 4M1JX10200 S01021 4M1JX10200/14MJLX/4M5 was decreased by \$39,921,199.75 from \$39,921,199.75 to \$0.00

MV: 21 2 2040 5L 5L68 P172419E555L 255Y 4M2J714100 S01021 4M2J714100/24MJLE/4M5 was increased by \$39,921,199.75 from \$0.00 to \$39,921,199.75

The contract ACRN MV has been added.

Target Cost, Target Fee, and Total for the above increase of \$39,921,199.75 is distributed as follows and includes an increase in target cost of [REDACTED] of cost and [REDACTED] of facilities capital cost of money) and an increase in target incentive fee of [REDACTED] which is [REDACTED] % of target cost less facilities capital cost of money. (b)(4)

Target Cost	[REDACTED]
Target Fee	[REDACTED]
Total	\$39,921,199.75

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

IMPLEMENTATION OF AND EXPLANATION OF THE RELATIONSHIP OF THE LIMITATION OF FUNDS (LOF) CLAUSE TO FEE OBLIGATIONS, subparagraph c., is revised to read as follows:

SUBCLIN 0017AA :

	<u>PRIOR</u>	<u>THIS MODIFICATION</u>	<u>CUMULATIVE TOTAL*</u>
(1) Amount Required for Full Funding, Including Fee:	\$1,594,280,516	\$ 0	\$ 1,594,280,516
(2) Amount Allotted Under the LOF Clause for Payment of Costs:	[REDACTED]	\$ [REDACTED]	[REDACTED]
(3) Amount Separately Obligated for Payment of Fee:	[REDACTED]	[REDACTED]	[REDACTED]
(4) Total Amount Allotted and Obligated:	\$1,579,706,531.27	\$ 0	\$1,579,706,531.27
(5) Net Amount Required for Full Funding	\$ 14,573,984.73	\$ 0	\$ 14,573,984.73

(b)(4)  
b)(4)

\* These figures take into consideration the negotiated total value of SubCLIN 0017AA (This does not include SubCLIN 17AH)

2. The following is an update to Modification P00248 showing a summary of funding by ACRN through Modification P00249:

<u>ACRN</u>	<u>FUNDING</u>
AA	440,100.00
AB	2,298,235.00

002462

AC	17,832,987.00
AD	0.00
AE	7,500,000.00
AF	3,300,000.00
AG	17,192,400.00
AH	700,000.00
AJ	200,000.00
AK	85,000.00
AL	45,000.00
AM	17,045,000.00
AN	5,800.00
AP	20,779,000.00
AQ	105,000.00
AR	35,000.00
AS	0.00
AT	6,984,678.52
AU	7,970,000.00
AV	0.00
AW	100,000.00
AX	3,396,000.00
AY	550,000.00
AZ	19,412,000.00
BA	24,527,878.00
BB	146,000.00
BC	72,000.00
BD	85,000.00
BE	100,000.00
BF	100,000.00
BG	1,975,321.00
BH	38,018,908.00
BJ	7,896,673.34
BK	260,000.00
BL	0.00
BM	125,000.00
BN	103,000.00
BP	10,199,288.50
BU	350,000.00
BV	9,000.00
BW	84,896,852.00
BX	1,146,000.00
BY	3,880,000.00
BZ	190,000.00
KL	118,250.00
KM	192,793,000.00
KN	0.00
KQ	92,811.00
KR	0.00
KS	0.00
KT	386,377,998.00
KU	2,203,183.00

002463

KV	65,000.00
KW	20,000.00
KX	60,000.00
KY	25,000.00
KZ	25,000.00
LA	13,508.00
LB	12,500.00
LC	200,000.00
LD	7,943,648.00
LE	1,173,850.00
LF	10,000.00
LG	62,000.00
LH	400,000.00
LJ	7,476.00
LK	\$281,575,897.00
LL	\$173,798.00
LM	\$1,410,376.00
LN	\$630,061.00
LP	\$83,200.00
LQ	\$235,566.00
LR	\$125,000.00
LS	\$6,069,616.00
LT	\$530,377.00
LU	\$9,100,000.00
LV	\$1,957,265.00
LW	\$255,567.00
LX	\$68,000.00
LY	\$264,807,424.52
LZ	\$1,751,384.00
MA	\$2,982,442.00
MB	\$375,000.00
MC	\$2,283,481.00
MD	\$8,573.00
ME	\$0.00
MF	\$269,411,505.00
MG	\$6,262,095.00
MH	\$213,390.00
MJ	\$858,495.00
MK	\$56,076.00
ML	\$116,044.00
MM	\$1,618,600.00
MN	\$2,573,000.00
MP	\$250,000.00
MQ	\$691,421.00
MR	\$0.00
MS	\$700,000.00
MT	\$16,289,524.00
MU	\$7,864,499.00
MV	\$39,921,199.75

002464

3. The following is an update to Modification P00248 showing a summary of funding by CLIN by ACRN through Modification P00249:

<u>CLIN</u>	<u>ACRN</u>	<u>FUNDING AMT</u>	<u>CLIN TOTAL</u>
CLIN 0001	AA	440,100.00	
CLIN 0001	AD	0.00	
			<u>440,100.00</u>
CLIN 0003	AB	2,298,235.00	
CLIN 0003	AC	17,832,987.00	
CLIN 0003	AD	0.00	
CLIN 0003	AE	7,500,000.00	
CLIN 0003	AF	3,300,000.00	
CLIN 0003	AG	17,192,400.00	
CLIN 0003	AH	700,000.00	
CLIN 0003	AM	17,045,000.00	
CLIN 0003	AN	5,800.00	
CLIN 0003	AP	20,779,000.00	
CLIN 0003	AS	0.00	
CLIN 0003	AT	6,984,678.52	
CLIN 0003	AW	100,000.00	
CLIN 0003	AY	550,000.00	
			<u>94,288,100.52</u>
CLIN 0005	BA	24,527,878.00	
CLIN 0005	BB	146,000.00	
CLIN 0005	BC	72,000.00	
CLIN 0005	BD	85,000.00	
CLIN 0005	BE	100,000.00	
CLIN 0005	BF	100,000.00	
CLIN 0005	BG	1,975,321.00	
CLIN 0005	BH	38,018,908.00	
CLIN 0005	BL	0.00	
CLIN 0005	BZ	0.00	
			<u>65,025,107.00</u>
CLIN 0007AA	BP	10,199,288.50	
			<u>10,199,288.50</u>
CLIN 0009AA	AQ	45,106.00	
CLIN 0009AA	AV	0.00	
CLIN 0009AA	BK	256,545.00	
CLIN 0009AA	BM	125,000.00	
CLIN 0009AA	BN	21,315.00	
			<u>447,966.00</u>

002465

CLIN 0009AB	AJ	200,000.00
CLIN 0009AB	AK	85,000.00
CLIN 0009AB	AL	45,000.00
CLIN 0009AB	AQ	59,894.00
CLIN 0009AB	AR	35,000.00
CLIN 0009AB	BK	3,455.00
CLIN 0009AB	BN	81,685.00
CLIN 0009AB	BU	350,000.00
CLIN 0009AB	BV	9,000.00

869,034.00

CLIN 0013	AU	7,970,000.00
CLIN 0013	AX	3,396,000.00
CLIN 0013	AY	0.00
CLIN 0013	AZ	19,412,000.00
CLIN 0013	BJ	7,896,673.34

38,674,673.34

CLIN 0017	BW	0.00
CLIN 0017	KM	0.00

0.00

CLIN 0017AA	BY	3,880,000.00
CLIN 0017AA	BX	1,146,000.00
CLIN 0017AA	BW	84,896,852.00
CLIN 0017AA	BZ	0.00
CLIN 0017AA	KM	192,793,000.00
CLIN 0017AA	KN	0.00
CLIN 0017AA	KQ	66,151.00
CLIN 0017AA	KS	0.00
CLIN 0017AA	KT	386,204,200.00
CLIN 0017AA	KU	2,203,183.00
CLIN 0017AA	KY	0.00
CLIN 0017AA	LC	200,000.00
CLIN 0017AA	LD	7,943,648.00
CLIN 0017AA	LE	0.00
CLIN 0017AA	LH	400,000.00
CLIN 0017AA	LJ	7,476.00
CLIN 0017AA	LK	281,575,897.00
CLIN 0017AA	LQ	235,566.00
CLIN 0017AA	LS	6,069,616.00
CLIN 0017AA	LT	530,377.00
CLIN 0017AA	LU	\$9,100,000.00
CLIN 0017AA	LV	\$1,957,265.00
CLIN 0017AA	LW	\$255,567.00
CLIN 0017AA	LX	\$68,000.00

002466

CLIN 0017AA	LY	\$264,807,424.52	
CLIN 0017AA	MB	\$375,000.00	
CLIN 0017AA	MC	\$2,283,481.00	
CLIN 0017AA	MD	\$8,573.00	
CLIN 0017AA	ME	\$0.00	
CLIN 0017AA	MF	\$269,411,505.00	
CLIN 0017AA	MH	\$213,390.00	
CLIN 0017AA	MJ	\$858,495.00	
CLIN 0017AA	MK	\$56,076.00	
CLIN 0017AA	ML	\$116,044.00	
CLIN 0017AA	MM	\$1,618,600.00	
CLIN 0017AA	MN	\$2,573,000.00	
CLIN 0017AA	MP	\$250,000.00	
CLIN 0017AA	MQ	\$691,421.00	
CLIN 0017AA	MR	\$0.00	
CLIN 0017AA	MS	\$700,000.00	
CLIN 0017AA	MT	\$16,289,524.00	
CLIN 0017AA	MV	\$39,921,199.75	
			<u>1,579,706,531.27</u>
CLIN 0017AB	KL	118,250.00	
			<u>118,250.00</u>
CLIN 0017AC	BZ	190,000.00	
			<u>190,000.00</u>
CLIN 0017AD	KN	0.00	
CLIN 0017AD	KS	0.00	
			<u>0.00</u>
CLIN 0017AE	LL	173,798.00	
			<u>173,798.00</u>
CLIN 0017AH	KT	173,798.00	
			<u>173,798.00</u>
CLIN 0020AA	KN	0.00	
CLIN 0020AA	KQ	26,660.00	
			<u>26,660.00</u>

002467

CLIN 0021AA	KW	0.00	<u>0.00</u>
			<u>0.00</u>
CLIN 0021AB	KV	0.00	
CLIN 0021AB	LB	0.00	
CLIN 0021AB	KX	0.00	
CLIN 0021AB	KY	0.00	
			<u>0.00</u>
			<u>0.00</u>
CLIN 0021AC	KZ	0.00	
CLIN 0021AC	LA	0.00	
			<u>0.00</u>
			<u>0.00</u>
CLIN 0022	KW	0.00	
			<u>0.00</u>
			<u>0.00</u>
CLIN 0023	KX	60,000.00	
CLIN 0023	KY	25,000.00	
CLIN 0023	KV	65,000.00	
CLIN 0023	LB	12,500.00	
CLIN 0023	LF	10,000.00	
CLIN 0023	LR	\$125,000.00	
			<u>297,500.00</u>
			<u>297,500.00</u>
CLIN 0024	LA	13,508.00	
CLIN 0024	LG	62,000.00	
CLIN 0024	KZ	25,000.00	
CLIN 0024	KW	20,000.00	
CLIN 0024	LP	83,200.00	
			<u>203,708.00</u>
			<u>203,708.00</u>
CLIN 0025	LE	1,173,850.00	
CLIN 0025	LM	1,080,404.00	
			<u>2,254,254.00</u>
			<u>2,254,254.00</u>
CLIN 0026	LN	630,061.00	
			<u>630,061.00</u>
			<u>630,061.00</u>
CLIN 0027	LZ	1,751,384.00	
			<u>1,751,384.00</u>
			<u>1,751,384.00</u>
CLIN 0028	LM	329,972.00	
CLIN 0028	MA	2,982,442.00	
CLIN 0028	MG	6,262,095.00	
			<u>9,574,509.00</u>

002468

CLIN 0028

MU

\$7,864,499

17,439,008.00

(End of Summary of Changes)

002469

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES	
			V	1	9
AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO (If applicable)	
P00250	20-Mar-2012				
6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than item 6)		CODE	
USASMDC/ARSTRAT SMDC-RDC PO BOX 1500 HUNTSVILLE AL 35807-3801	W9113M	DCMA RAYTHEON 50 APPLE HILL DRIVE M/S T2FR2 TEWKSBURY MA 01876		S2205A	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)			9A. AMENDMENT OF SOLICITATION NO.		
RAYTHEON COMPANY 350 LOWELL ST. ANDOVER MA 01810-4400					
			9B. DATED (SEE ITEM 11)		
			X 10A. MOD. OF CONTRACT/ORDER NO. DASG60-98-C-0001		
			X 10B. DATED (SEE ITEM 13) 30-Jan-1998		
CODE 05716	FACILITY CODE				
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA (If required)					
See Schedule					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).					
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:					
X D. OTHER (Specify type of modification and authority) UNILATERAL: FAR 52.232-22, "Limitation of Funds"					
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: [REDACTED] (b)(6) To increase incremental funding for SubCLIN 0017AA in the amount of \$10,149,000.					
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.					
NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)		
			[REDACTED] (b)(6)		
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	15D. [REDACTED]	16C. DATE SIGNED		
(Signature of person authorized to sign)		(Signature of Contracting Officer)	20-Mar-2012 (b)(6)		

EXCEPTION TO SF 30  
APPROVED BY OIRM 11-84

30-105-04

002470

STANDARD FORM 30 (Rev. 10-83)  
Prescribed by GSA  
FAR (48 CFR) 53.243

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by \$10,149,000.00 from \$1,812,909,221.63 to \$1,823,058,221.63.

SUBCLIN 0017AA:

MF: 21 I 2040 5L 5L68 P172419E555L 255Y 4M1J730000 S01021 4M1J730000/14MJLE/4M5 was increased by \$149,000.00 from \$269,411,505.00 to \$269,560,505.00

Target Cost, Target Fee, and Total for the above increase of \$149,000 is distributed as follows and includes an increase in target cost of [redacted] of cost and [redacted] of facilities capital cost of money) and an increase in target incentive fee of [redacted] which is [redacted] of target cost less facilities capital cost of money.

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

Target Cost	[redacted]
Target Fee	[redacted]
Total	\$149,000

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

MW: 21 2 2040 5L 5L68 P172419E555L 255Y 4M2J714500 S01021 4M2J714500/24MJLE/4M5 was increased by \$10,000,000.00 from \$0.00 to \$10,000,000.00

The contract ACRN MW has been added.

Target Cost, Target Fee, and Total for the above increase of [redacted] is distributed as follows and includes an increase in target cost of [redacted] of cost and [redacted] of facilities capital cost of money) and an increase in target incentive fee of [redacted] which is [redacted] of target cost less facilities capital cost of money.

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

Target Cost	[redacted]
Target Fee	[redacted]
Total	\$10,000,000

(b)(4)

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

IMPLEMENTATION OF AND EXPLANATION OF THE RELATIONSHIP OF THE LIMITATION OF FUNDS (LOF) CLAUSE TO FEE OBLIGATIONS, subparagraph c., is revised to read as follows:

SUBCLIN 0017AA :

	<u>PRIOR</u>	<u>THIS MODIFICATION</u>	<u>CUMULATIVE TOTAL*</u>
(1) Amount Required for Full Funding, Including Fee:	\$1,594,280,516	\$ 0	\$ 1,594,280,516
(2) Amount Allotted Under the LOF Clause for Payment of Costs:	[redacted]	[redacted]	[redacted]
(3) Amount Separately Obligated for Payment of Fee:	[redacted]	[redacted]	[redacted]
(4) Total Amount Allotted and Obligated:	\$1,579,706,531.27	\$10,149,000	\$1,589,855,531.27
(5) Net Amount Required for Full Funding	\$ 14,573,984.73	(\$10,149,000)	\$ 4,424,984.73

(b)(4)

(b)(4)

002471

\* These figures take into consideration the negotiated total value of SubCLIN 0017AA (This does not include SubCLIN 17AH)

2. The following is an update to Modification P00249 showing a summary of funding by ACRN through Modification P00250:

<u>ACRN</u>	<u>FUNDING</u>
AA	440,100.00
AB	2,298,235.00
AC	17,832,987.00
AD	0.00
AE	7,500,000.00
AF	3,300,000.00
AG	17,192,400.00
AH	700,000.00
AJ	200,000.00
AK	85,000.00
AL	45,000.00
AM	17,045,000.00
AN	5,800.00
AP	20,779,000.00
AQ	105,000.00
AR	35,000.00
AS	0.00
AT	6,984,678.52
AU	7,970,000.00
AV	0.00
AW	100,000.00
AX	3,396,000.00
AY	550,000.00
AZ	19,412,000.00
BA	24,527,878.00
BB	146,000.00
BC	72,000.00
BD	85,000.00
BE	100,000.00
BF	100,000.00
BG	1,975,321.00
BH	38,018,908.00
BJ	7,896,673.34
BK	260,000.00
BL	0.00
BM	125,000.00
BN	103,000.00
BP	10,199,288.50
BU	350,000.00
BV	9,000.00
BW	84,896,852.00

002472

BX	1,146,000.00
BY	3,880,000.00
BZ	190,000.00
KL	118,250.00
KM	192,793,000.00
KN	0.00
KQ	92,811.00
KR	0.00
KS	0.00
KT	386,377,998.00
KU	2,203,183.00
KV	65,000.00
KW	20,000.00
KX	60,000.00
KY	25,000.00
KZ	25,000.00
LA	13,508.00
LB	12,500.00
LC	200,000.00
LD	7,943,648.00
LE	1,173,850.00
LF	10,000.00
LG	62,000.00
LH	400,000.00
LJ	7,476.00
LK	\$281,575,897.00
LL	\$173,798.00
LM	\$1,410,376.00
LN	\$630,061.00
LP	\$83,200.00
LQ	\$235,566.00
LR	\$125,000.00
LS	\$6,069,616.00
LT	\$530,377.00
LU	\$9,100,000.00
LV	\$1,957,265.00
LW	\$255,567.00
LX	\$68,000.00
LY	\$264,807,424.52
LZ	\$1,751,384.00
MA	\$2,982,442.00
MB	\$375,000.00
MC	\$2,283,481.00
MD	\$8,573.00
ME	\$0.00
MF	\$269,560,505.00
MG	\$6,262,095.00
MH	\$213,390.00
MJ	\$858,495.00
MK	\$56,076.00

002473

ML	\$116,044.00
MM	\$1,618,600.00
MN	\$2,573,000.00
MP	\$250,000.00
MQ	\$691,421.00
MR	\$0.00
MS	\$700,000.00
MT	\$16,289,524.00
MU	\$7,864,499.00
MV	\$39,921,199.75
MW	\$10,000,000.00

3. The following is an update to Modification P00249 showing a summary of funding by CLIN by ACRN through Modification P00250:

<u>CLIN</u>	<u>ACRN</u>	<u>FUNDING AMT</u>	<u>CLIN TOTAL</u>
CLIN 0001	AA	440,100.00	
CLIN 0001	AD	0.00	
			<u>440,100.00</u>
CLIN 0003	AB	2,298,235.00	
CLIN 0003	AC	17,832,987.00	
CLIN 0003	AD	0.00	
CLIN 0003	AE	7,500,000.00	
CLIN 0003	AF	3,300,000.00	
CLIN 0003	AG	17,192,400.00	
CLIN 0003	AH	700,000.00	
CLIN 0003	AM	17,045,000.00	
CLIN 0003	AN	5,800.00	
CLIN 0003	AP	20,779,000.00	
CLIN 0003	AS	0.00	
CLIN 0003	AT	6,984,678.52	
CLIN 0003	AW	100,000.00	
CLIN 0003	AY	550,000.00	
			<u>94,288,100.52</u>
CLIN 0005	BA	24,527,878.00	
CLIN 0005	BB	146,000.00	
CLIN 0005	BC	72,000.00	
CLIN 0005	BD	85,000.00	
CLIN 0005	BE	100,000.00	
CLIN 0005	BF	100,000.00	
CLIN 0005	BG	1,975,321.00	
CLIN 0005	BH	38,018,908.00	
CLIN 0005	BL	0.00	
CLIN 0005	BZ	0.00	

002474

			<u>65,025,107.00</u>
CLIN 0007AA	BP	10,199,288.50	
			<u>10,199,288.50</u>
CLIN 0009AA	AQ	45,106.00	
CLIN 0009AA	AV	0.00	
CLIN 0009AA	BK	256,545.00	
CLIN 0009AA	BM	125,000.00	
CLIN 0009AA	BN	21,315.00	
			<u>447,966.00</u>
CLIN 0009AB	AJ	200,000.00	
CLIN 0009AB	AK	85,000.00	
CLIN 0009AB	AL	45,000.00	
CLIN 0009AB	AQ	59,894.00	
CLIN 0009AB	AR	35,000.00	
CLIN 0009AB	BK	3,455.00	
CLIN 0009AB	BN	81,685.00	
CLIN 0009AB	BU	350,000.00	
CLIN 0009AB	BV	9,000.00	
			<u>869,034.00</u>
CLIN 0013	AU	7,970,000.00	
CLIN 0013	AX	3,396,000.00	
CLIN 0013	AY	0.00	
CLIN 0013	AZ	19,412,000.00	
CLIN 0013	BJ	7,896,673.34	
			<u>38,674,673.34</u>
CLIN 0017	BW	0.00	
CLIN 0017	KM	0.00	
			<u>0.00</u>
CLIN 0017AA	BY	3,880,000.00	
CLIN 0017AA	BX	1,146,000.00	
CLIN 0017AA	BW	84,896,852.00	
CLIN 0017AA	BZ	0.00	
CLIN 0017AA	KM	192,793,000.00	
CLIN 0017AA	KN	0.00	
CLIN 0017AA	KQ	66,151.00	
CLIN 0017AA	KS	0.00	
CLIN 0017AA	KT	386,204,200.00	
CLIN 0017AA	KU	2,203,183.00	
CLIN 0017AA	KY	0.00	
CLIN 0017AA	LC	200,000.00	
CLIN 0017AA	LD	7,943,648.00	

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CLIN 0017AA	LE	0.00	
CLIN 0017AA	LH	400,000.00	
CLIN 0017AA	LJ	7,476.00	
CLIN 0017AA	LK	281,575,897.00	
CLIN 0017AA	LQ	235,566.00	
CLIN 0017AA	LS	6,069,616.00	
CLIN 0017AA	LT	530,377.00	
CLIN 0017AA	LU	\$9,100,000.00	
CLIN 0017AA	LV	\$1,957,265.00	
CLIN 0017AA	LW	\$255,567.00	
CLIN 0017AA	LX	\$68,000.00	
CLIN 0017AA	LY	\$264,807,424.52	
CLIN 0017AA	MB	\$375,000.00	
CLIN 0017AA	MC	\$2,283,481.00	
CLIN 0017AA	MD	\$8,573.00	
CLIN 0017AA	ME	\$0.00	
<b>CLIN 0017AA</b>	<b>MF</b>	<b>\$269,560,505.00</b>	
CLIN 0017AA	MH	\$213,390.00	
CLIN 0017AA	MJ	\$858,495.00	
CLIN 0017AA	MK	\$56,076.00	
CLIN 0017AA	ML	\$116,044.00	
CLIN 0017AA	MM	\$1,618,600.00	
CLIN 0017AA	MN	\$2,573,000.00	
CLIN 0017AA	MP	\$250,000.00	
CLIN 0017AA	MQ	\$691,421.00	
CLIN 0017AA	MR	\$0.00	
CLIN 0017AA	MS	\$700,000.00	
CLIN 0017AA	MT	\$16,289,524.00	
CLIN 0017AA	MV	\$39,921,199.75	
<b>CLIN 0017AA</b>	<b>MW</b>	<b>\$10,000,000.00</b>	
			<b>1,589,855,531.27</b>
CLIN 0017AB	KL	118,250.00	
			118,250.00
CLIN 0017AC	BZ	190,000.00	
			190,000.00
CLIN 0017AD	KN	0.00	
CLIN 0017AD	KS	0.00	

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			<u>0.00</u>
CLIN 0017AE	LL	173,798.00	173,798.00
CLIN 0017AH	KT	173,798.00	<u>173,798.00</u>
CLIN 0020AA	KN	0.00	
CLIN 0020AA	KQ	26,660.00	<u>26,660.00</u>
CLIN 0021AA	KW	0.00	<u>0.00</u>
CLIN 0021AB	KV	0.00	
CLIN 0021AB	LB	0.00	
CLIN 0021AB	KX	0.00	
CLIN 0021AB	KY	0.00	<u>0.00</u>
CLIN 0021AC	KZ	0.00	
CLIN 0021AC	LA	0.00	<u>0.00</u>
CLIN 0022	KW	0.00	<u>0.00</u>
CLIN 0023	KX	60,000.00	
CLIN 0023	KY	25,000.00	
CLIN 0023	KV	65,000.00	
CLIN 0023	LB	12,500.00	
CLIN 0023	LF	10,000.00	
CLIN 0023	LR	\$125,000.00	<u>297,500.00</u>
CLIN 0024	LA	13,508.00	
CLIN 0024	LG	62,000.00	
CLIN 0024	KZ	25,000.00	
CLIN 0024	KW	20,000.00	
CLIN 0024	LP	83,200.00	<u>203,708.00</u>
CLIN 0025	LE	1,173,850.00	
CLIN 0025	LM	1,080,404.00	
CLIN 0025	MA		

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AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE V	PAGE OF PAGES 1   13	
2. AMENDMENT/MODIFICATION NO. <b>P00251</b>	3. EFFECTIVE DATE <b>03 MAY 12</b>	4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If applicable)	
6. ISSUED BY USASMDCARSTRAT SMDC-RDC PO BOX 1800 HUNTSVILLE AL 35897-3801	CODE <b>WB113M</b>	7. ADMINISTERED BY (If other than item 6) DCMA RAYTHEON 80 APPLE HILL DRIVE M/S T2FR2 TEWKSBURY MA 01876		CODE <b>S2205A</b>	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) RAYTHEON COMPANY 360 LOWELL ST. ANDOVER MA 01910-4400			9A. AMENDMENT OF SOLICITATION NO.		
			9B. DATED (SEE ITEM 11)		
			X	10A. MOD. OF CONTRACT/ORDER NO. DASG00-98-C-0001	
			X	10B. DATED (SEE ITEM 13) 30-Jan-1998	
CODE <b>05716</b>			FACILITY CODE		
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. <p>Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:          (a) By completing items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted;          or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.</p>					
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).					
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 43.103(a)(3), Mutual Agreement and FAR 52.232-22, "Limitation of Funds"					
D. OTHER (Specify type of modification and authority)					
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: <span style="background-color: black; color: black;">XXXXXXXXXX</span>					
<p>The purpose of this modification is to increase the estimated cost of SubCLIN 0017AA and provide additional funding in the amount of \$52,974,283 to allow for continuation of contract performance. As supporting documentation for the projected overrun, the contractor agrees to 1) submit the complete cost data established as part of the Over Target Schedule (OTS) Re-plan w/ in seven (7) calendar days from the effective date of this modification, 2) timely submit all cost data necessary for conduct of the upcoming Integrated Baseline Review (IBR), and 3) negotiate in good faith with the Government to reach an agreement regarding data submitted for the re-plan and the IBR. Should any of the submitted data not be considered sufficient, the Government reserves the right to request additional cost information and/or a complete overrun proposal. Any additional adjustments to the estimated cost and incentive fee values of the contract will be made, if necessary, upon completion of negotiations.</p>					
<p>Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as hereto are changed, remain unchanged and in full force and effect.</p>					
15A. NAME AND TITLE OF OWNER (Type or print)			15A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)		
<span style="background-color: black; color: black;">XXXXXXXXXX</span>			<span style="background-color: black; color: black;">XXXXXXXXXX</span> (b)(6) (b)(7)(C)		
15C. DATE SIGNED			15C. DATE SIGNED		
3 May 2012			3 May 12 (b)(6)		
EXCEPTION TO SF 30 APPROVED BY OIRM 11-84			STANDARD FORM 30 (Rev. 10-83) Prescribed by GSA FAR (48 CFR) 53.243		

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SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

**SUMMARY OF CHANGES**

1. SECTION A - SOLICITATION/CONTRACT FORM

The total cost of this contract was increased by \$88,174,467.00 from \$1,832,028,963.00 to \$1,920,203,430.00.

2. SECTION B - SUPPLIES OR SERVICES AND PRICES

SUBCLIN 0017AA

The target cost has increased by [REDACTED] from [REDACTED] to \$ [REDACTED]

The target profit/fee has decreased by [REDACTED] from [REDACTED] [REDACTED]

The total cost of this line item has increased by \$88,174,467.00 from \$1,594,280,516.00 to \$1,682,454,983.00.

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

This includes an increase in target cost of [REDACTED] consisting of a [REDACTED] increase in cost and a [REDACTED] increase in facilities capital cost of money, and a decrease in target fee of \$ [REDACTED]

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

CLIN 0030 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0030					\$52,974,283.00

CPIF

CLIN 0030 has been established for the sole purpose of obligating GFEBs funding for performance of SubCLIN 0017AA. The value of CLIN 0030 equates to the amount of GFEBs funding obligated for performance of SubCLIN 0017AA and should not be considered additional contract value. Informational SubCLINs under CLIN 0030 will be established each time additional GFEBs funding is obligated. CLIN 0030 and its SubCLINs will not be segregated from SubCLIN 0017AA, identified, accounted for, invoiced, analyzed, or reported separately from SubCLIN 0017, including EVMS. All scope remains under SubCLIN 0017AA with associated incentive events and flat zones.

FOB: Destination

SUBCLIN 003001 is added as follows:

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
003001	GFEBs Funding for SubCLIN 0017AA CPIF FOB: Destination				
	ACRN MX CIN: GFEBs001015913300001				\$52,974,283.00

**B-17. INCENTIVE FEE FOR SUBCLIN 0017AA/CLIN 0018 (SEE H-19):**

In accordance with FAR 52.216-7, entitled "Allowable Cost and Payments", and FAR 52.216-10, entitled "Incentive Fee", the total amount for reimbursement of cost and fee for performance under SubCLIN 0017AA/CLIN 0018 are set forth below:

Target Cost [REDACTED] (b)(4)  
Target Fee [REDACTED] (b)(4)

Incentive Arrangement: Maximum Fee: \$ [REDACTED] (b)(4)  
Minimum Fee: [REDACTED] (b)(4)

(Share Ratio: Government/Contractor) (b)(4)

Underrun: [REDACTED] for the amount by which the total allowable cost is less than the target cost until maximum fee is attained. (b)(4)

Overrun: [REDACTED] for the amount by which the total allowable cost exceeds the target cost until minimum fee is attained. (b)(4)

FAR 52.216-10, INCENTIVE, paragraph (e)(1), is stated as follows:

**(e) Fee Payable.**

(1) The fee payable under this contract shall be the target fee increased by [REDACTED] for every dollar that the total allowable cost is less than the target cost or decreased by [REDACTED] for every dollar that the total allowable cost exceeds the target cost. In no event shall the fee be greater than [REDACTED] or less than [REDACTED] of the target cost. (b)(4)

**B-18. TARGET COST, TARGET FEE, MINIMUM INCENTIVE FEE, MAXIMUM INCENTIVE FEE, AND INCENTIVE ARRANGEMENT FOR SUBCLIN 0017AA/CLIN 0018:**

SUBCLIN 0017AA – (Two SDD JLENS Systems)

- a. Target cost: [REDACTED] (b)(4)
- b. Target fee: [REDACTED] (b)(4)
- c. Minimum incentive fee: [REDACTED] (b)(4)
- d. Maximum incentive fee: [REDACTED] (b)(4)
- e. Total target cost and target fee: \$1,682,454,983 (b)(4)

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SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by \$52,974,283.00 from \$1,823,058,221.63 to \$1,876,032,504.63.

SUBCLIN 003001 (GFEBs funding for SubCLIN 0017AA):

Funding on SUBCLIN 003001 is initiated as follows:

ACRN: MX

CIN: GFEBs001015913300001

Acctng Data: 02120122013204000001171722550030003242A.0000013.1.1 6100.9000021001

Increase: \$52,974,283.00

Total: \$52,974,283.00

Cost Code: A5XFJ

Target Cost, Target Fee, and total for the above increase of \$52,974,283 is distributed as follows and includes an increase in target cost of \$ [redacted] of cost and [redacted] of facilities capital cost of money) and an increase in target fee of [redacted]

Target Cost	[redacted]
Target Fee	[redacted]
Total	\$52,974,283

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

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

IMPLEMENTATION OF AND EXPLANATION OF THE RELATIONSHIP OF THE LIMITATION OF FUNDS (LOF) CLAUSE TO FEE OBLIGATIONS, subparagraph c., is revised to read as follows:

SUBCLIN 0017AA :	PRIOR	THIS MODIFICATION	CUMULATIVE TOTAL*
(1) Amount Required for Full Funding, Including Fee:	\$1,594,280,516	\$88,174,467	\$ 1,682,454,983
(2) Amount Allotted Under the LOF Clause for Payment of Costs:	[redacted]	[redacted]	[redacted]
(3) Amount Separately Obligated for Payment of Fee:	[redacted]	[redacted]	\$ [redacted]
(4) Total Amount Allotted and Obligated:	\$1,589,855,531.27	\$52,974,283.00	\$1,642,829,814.27
(5) Net Amount Required for Full Funding	\$ 4,424,984.73	\$35,200,184.00	\$ 39,625,168.73

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

\* These figures take into consideration the negotiated total value of SubCLIN 0017AA (This does not include SubCLIN 17AH)

\*\* Based on adjustment of the incentive fee for actual costs more than the target cost using the share ratio of [redacted] (b)(4)

(b)(4)

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[redacted] or in accordance with paragraph H-19(b)(4) and the amount of fee currently billed by the contractor, the amount separately obligated for payment of fee has been overfunded by [redacted]. Therefore, funds in the amount of [redacted] previously obligated to fee are hereby reallocated to cost.

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

4. SECTION H – SPECIAL CONTRACT REQUIREMENTS is revised as follows:

Paragraph H-19, INCENTIVE FEE STRUCTURE AND PAYMENT FOR CLIN 0017, SYSTEM DEVELOPMENT AND DEMONSTRATION (SDD), subparagraph c., is revised as follows:

a. General.

SubCLIN 0017AA, System Development and Demonstration (SDD), is a cost-plus-incentive-fee (CPIF) Line Item with cost and schedule incentives as described below. Paragraph H-19(b) applies only to the Cost Incentive and Paragraph H-19(c) applies only to the Schedule Incentive. The contract price amount of \$1,682,454,983 includes a target cost of [redacted] (which includes [redacted] of cost and [redacted] of facilities capital cost of money) and a target incentive fee of \$ [redacted] which is [redacted] % of target cost less facilities capital cost of money.

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

b. Cost Incentive.

(1) The target fee payable under SubCLIN 0017AA is [redacted] the target cost less facilities capital cost of money [redacted] an amount equal to [redacted]

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

(2) The maximum fee payable under SubCLIN 0017AA is [redacted] of the target cost less facilities capital cost of money [redacted] an amount equal to [redacted]

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

(3) The minimum fee payable under SubCLIN 0017AA is [redacted] of the target cost less facilities capital cost of money [redacted] an amount equal to [redacted]

(b)(4)

(4) Fee will be adjusted for actual cost that is less than or more than the target cost stated above using a share ratio [redacted] government [redacted] contractor for actual costs less than the target cost, and a ratio of [redacted] Government / [redacted] contractor for actual costs greater than the target cost range applied according to Paragraph H-19(c)(1).

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

(5) Nothing stated in this clause shall take precedence over the clause 52.216-10 - Incentive Fee contained in this contract.

c. Schedule and Performance Incentive.

(1) A maximum [redacted] "flat zone" will be established at the target cost value of [redacted] with the conduct of milestones below. The "flat zone" over which the contractor will earn target fee is for eligible costs from [redacted] to [redacted] once the program milestones set forth below are conducted. (Note: As of the effective date of Modification P00251, only [redacted] of the maximum [redacted] "flat zone" has been acknowledged as earned.)

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

[redacted] of the maximum benefit of the "flat zone", earned by the conduct of the SDD System Functional Review NLT 2nd Quarter, Fiscal Year 2007. (It is hereby acknowledged by the government that Raytheon completed the requirement for this flat zone and earned the "Flat Zone" schedule incentive of [redacted] Final determination of incentive fee payment utilizing the "Flat Zone" amount will be made at the conclusion of the contract. Reference letter, [redacted]

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

(b) [redacted] of the maximum benefit of the "flat zone", earned by the conduct of SDD Orbit Critical Design review NLT 2nd Quarter, Fiscal Year 2009. (It is hereby acknowledged by the government that Raytheon completed the requirement for this flat zone and earned the "Flat Zone" schedule incentive of [redacted] Final determination of incentive fee payment utilizing the "Flat Zone" amount will be made at the conclusion of the

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

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contract. Reference letter, dated 12 January 2009, [REDACTED]

(b)(6)  
(b)(6)  
(b)(4)

(c) [REDACTED] of the maximum benefit of the "flat zone", earned by the conduct of the Developmental Test 1 (DT-1) in accordance with the criteria set forth in Section J attachment entitled Flat Zone Performance Criteria for JLENS SDD Contract, Section H-19(c), dated 11/1/11. (It is hereby acknowledged by the government that Raytheon completed the requirement for this flat zone and earned a "Flat Zone" schedule incentive of [REDACTED] or [REDACTED] of the available [REDACTED] Final determination of incentive fee payment utilizing the "Flat Zone" amount will be made at the conclusion of the contract.)

(b)(4)

(d) [REDACTED] of the maximum benefit of the "flat zone", earned by the conduct of the Electromagnetic Environmental Effects (E3) Testing in accordance with the criteria set forth in Section J attachment entitled Flat Zone Performance Criteria for JLENS SDD Contract, Section H-19(c), dated 11/1/11.

(b)(4)

(e) [REDACTED] of the maximum benefit of the "flat zone", earned by the conduct of the Integrated Fire Control Event in accordance with the criteria set forth in Section J attachment entitled Flat Zone Performance Criteria for JLENS SDD Contract, Section H-19(c), dated 11/1/11.

(b)(4)

(f) [REDACTED] of the maximum benefit of the "flat zone", earned by the conduct of the Functional Configuration Audit (FCA) #1 in accordance with the criteria set forth in Section J attachment entitled Flat Zone Performance Criteria for JLENS SDD Contract, Section H-19(c), dated 11/1/11.

(b)(4)

(3) For Earned Value and cost reporting purposes, the target cost value of [REDACTED] will be used.

(b)(4)

d. Changes issued under FAR 52.243-2, Changes - Cost Reimbursement

In the event of a change issued under FAR 52.243-2, Changes - Cost Reimbursement, it is agreed that changes to the performance and schedule incentive may be considered a part of the equitable adjustment. In the event that any Options to CLIN 0017 are added and exercised, the incentive fee for cost and schedule/performance applicable to the Option will be incorporated in accordance with the incentive fee structure of this provision.

5. The following is an update to Modification P00250 showing a summary of funding by ACRN through Modification P00251:

<u>ACRN</u>	<u>FUNDING</u>
AA	440,100.00
AB	2,298,235.00
AC	17,832,987.00
AD	0.00
AE	7,500,000.00
AF	3,300,000.00
AG	17,192,400.00
AH	700,000.00
AJ	200,000.00
AK	85,000.00
AL	45,000.00
AM	17,045,000.00
AN	5,800.00
AP	20,779,000.00
AQ	105,000.00

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AR	35,000.00
AS	0.00
AT	6,984,678.52
AU	7,970,000.00
AV	0.00
AW	100,000.00
AX	3,396,000.00
AY	550,000.00
AZ	19,412,000.00
BA	24,527,878.00
BB	146,000.00
BC	72,000.00
BD	85,000.00
BE	100,000.00
BF	100,000.00
BG	1,975,321.00
BH	38,018,908.00
BJ	7,896,673.34
BK	260,000.00
BL	0.00
BM	125,000.00
BN	103,000.00
BP	10,199,288.50
BU	350,000.00
BV	9,000.00
BW	84,896,852.00
BX	1,146,000.00
BY	3,880,000.00
BZ	190,000.00
KL	118,250.00
KM	192,793,000.00
KN	0.00
KQ	92,811.00
KR	0.00
KS	0.00
KT	386,377,998.00
KU	2,203,183.00
KV	65,000.00
KW	20,000.00
KX	60,000.00
KY	25,000.00
KZ	25,000.00
LA	13,508.00
LB	12,500.00
LC	200,000.00
LD	7,943,648.00
LE	1,173,850.00
LF	10,000.00
LG	62,000.00
LH	400,000.00

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LJ	7,476.00
LK	\$281,575,897.00
LL	\$173,798.00
LM	\$1,410,376.00
LN	\$630,061.00
LP	\$83,200.00
LQ	\$235,566.00
LR	\$125,000.00
LS	\$6,069,616.00
LT	\$530,377.00
LU	\$9,100,000.00
LV	\$1,957,265.00
LW	\$255,567.00
LX	\$68,000.00
LY	\$264,807,424.52
LZ	\$1,751,384.00
MA	\$2,982,442.00
MB	\$375,000.00
MC	\$2,283,481.00
MD	\$8,573.00
ME	\$0.00
MF	\$269,560,505.00
MG	\$6,262,095.00
MH	\$213,390.00
MJ	\$858,495.00
MK	\$56,076.00
ML	\$116,044.00
MM	\$1,618,600.00
MN	\$2,573,000.00
MP	\$250,000.00
MQ	\$691,421.00
MR	\$0.00
MS	\$700,000.00
MT	\$16,289,524.00
MU	\$7,864,499.00
MV	\$39,921,199.75
MW	\$10,000,000.00
MX	\$52,974,283.00

6. The following is an update to Modification P00250 showing a summary of funding by CLIN by ACRN through Modification P00251:

<u>CLIN</u>	<u>ACRN</u>	<u>FUNDING AMT</u>	<u>CLIN TOTAL</u>
CLIN 0001	AA	440,100.00	
CLIN 0001	AD	0.00	
			440,100.00

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CLIN 0003	AB	2,298,235.00
CLIN 0003	AC	17,832,987.00
CLIN 0003	AD	0.00
CLIN 0003	AE	7,500,000.00
CLIN 0003	AF	3,300,000.00
CLIN 0003	AG	17,192,400.00
CLIN 0003	AH	700,000.00
CLIN 0003	AM	17,045,000.00
CLIN 0003	AN	5,800.00
CLIN 0003	AP	20,779,000.00
CLIN 0003	AS	0.00
CLIN 0003	AT	6,984,678.52
CLIN 0003	AW	100,000.00
CLIN 0003	AY	550,000.00
		<u>94,288,100.52</u>

CLIN 0005	BA	24,527,878.00
CLIN 0005	BB	146,000.00
CLIN 0005	BC	72,000.00
CLIN 0005	BD	85,000.00
CLIN 0005	BE	100,000.00
CLIN 0005	BF	100,000.00
CLIN 0005	BG	1,975,321.00
CLIN 0005	BH	38,018,908.00
CLIN 0005	BL	0.00
CLIN 0005	BZ	0.00
		<u>65,025,107.00</u>

CLIN 0007AA	BP	10,199,288.50
		<u>10,199,288.50</u>

CLIN 0009AA	AQ	45,106.00
CLIN 0009AA	AV	0.00
CLIN 0009AA	BK	256,545.00
CLIN 0009AA	BM	125,000.00
CLIN 0009AA	BN	21,315.00
		<u>447,966.00</u>

CLIN 0009AB	AJ	200,000.00
CLIN 0009AB	AK	85,000.00
CLIN 0009AB	AL	45,000.00
CLIN 0009AB	AQ	59,894.00
CLIN 0009AB	AR	35,000.00
CLIN 0009AB	BK	3,455.00
CLIN 0009AB	BN	81,685.00
CLIN 0009AB	BU	350,000.00
CLIN 0009AB	BV	9,000.00

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			<u>869,034.00</u>
CLIN 0013	AU	7,970,000.00	
CLIN 0013	AX	3,396,000.00	
CLIN 0013	AY	0.00	
CLIN 0013	AZ	19,412,000.00	
CLIN 0013	BJ	7,896,673.34	
			<u>38,674,673.34</u>
CLIN 0017	BW	0.00	
CLIN 0017	KM	0.00	
			<u>0.00</u>
CLIN 0017AA	BY	3,880,000.00	
CLIN 0017AA	BX	1,146,000.00	
CLIN 0017AA	BW	84,896,852.00	
CLIN 0017AA	BZ	0.00	
CLIN 0017AA	KM	192,793,000.00	
CLIN 0017AA	KN	0.00	
CLIN 0017AA	KQ	66,151.00	
CLIN 0017AA	KS	0.00	
CLIN 0017AA	KT	386,204,200.00	
CLIN 0017AA	KU	2,203,183.00	
CLIN 0017AA	KY	0.00	
CLIN 0017AA	LC	200,000.00	
CLIN 0017AA	LD	7,943,648.00	
CLIN 0017AA	LE	0.00	
CLIN 0017AA	LH	400,000.00	
CLIN 0017AA	LJ	7,476.00	
CLIN 0017AA	LK	281,575,897.00	
CLIN 0017AA	LQ	235,566.00	
CLIN 0017AA	LS	6,069,616.00	
CLIN 0017AA	LT	530,377.00	
CLIN 0017AA	LU	\$9,100,000.00	
CLIN 0017AA	LV	\$1,957,265.00	
CLIN 0017AA	LW	\$255,567.00	
CLIN 0017AA	LX	\$68,000.00	
CLIN 0017AA	LY	\$264,807,424.52	
CLIN 0017AA	MB	\$375,000.00	
CLIN 0017AA	MC	\$2,283,481.00	
CLIN 0017AA	MD	\$8,573.00	
CLIN 0017AA	ME	\$0.00	
CLIN 0017AA	MF	\$269,560,505.00	
CLIN 0017AA	MH	\$213,390.00	
CLIN 0017AA	MJ	\$858,495.00	

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CLIN 0017AA	MK	\$56,076.00	
CLIN 0017AA	ML	\$116,044.00	
CLIN 0017AA	MM	\$1,618,600.00	
CLIN 0017AA	MN	\$2,573,000.00	
CLIN 0017AA	MP	\$250,000.00	
CLIN 0017AA	MQ	\$691,421.00	
CLIN 0017AA	MR	\$0.00	
CLIN 0017AA	MS	\$700,000.00	
CLIN 0017AA	MT	\$16,289,524.00	
CLIN 0017AA	MV	\$39,921,199.75	
CLIN 0017AA	MW	\$10,000,000.00	
CLIN 0017AA	MX	\$52,974,283.00	
			<u>1,642,829,814.27</u>
CLIN 0017AB	KL	118,250.00	
			<u>118,250.00</u>
CLIN 0017AC	BZ	190,000.00	
			<u>190,000.00</u>
CLIN 0017AD	KN	0.00	
CLIN 0017AD	KS	0.00	
			<u>0.00</u>
CLIN 0017AE	LL	173,798.00	
			173,798.00
CLIN 0017AH	KT	173,798.00	
			<u>173,798.00</u>
CLIN 0020AA	KN	0.00	
CLIN 0020AA	KQ	26,660.00	
			<u>26,660.00</u>
CLIN 0021AA	KW	0.00	
			<u>0.00</u>
CLIN 0021AB	KV	0.00	
CLIN 0021AB	LB	0.00	
CLIN 0021AB	KX	0.00	
CLIN 0021AB	KY	0.00	

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			<u>0.00</u>
CLIN 0021AC	KZ	0.00	
CLIN 0021AC	LA	0.00	
			<u>0.00</u>
CLIN 0022	KW	0.00	
			<u>0.00</u>
CLIN 0023	KX	60,000.00	
CLIN 0023	KY	25,000.00	
CLIN 0023	KV	65,000.00	
CLIN 0023	LB	12,500.00	
CLIN 0023	LF	10,000.00	
CLIN 0023	LR	\$125,000.00	
			<u>297,500.00</u>
CLIN 0024	LA	13,508.00	
CLIN 0024	LG	62,000.00	
CLIN 0024	KZ	25,000.00	
CLIN 0024	KW	20,000.00	
CLIN 0024	LP	83,200.00	
			<u>203,708.00</u>
CLIN 0025	LE	1,173,850.00	
CLIN 0025	LM	1,080,404.00	
CLIN 0025	MA	0.00	
			<u>2,254,254.00</u>
CLIN 0026	LN	630,061.00	
			<u>630,061.00</u>
CLIN 0027	LZ	1,751,384.00	
			<u>1,751,384.00</u>
CLIN 0028	LM	329,972.00	
CLIN 0028	MA	2,982,442.00	
CLIN 0028	MG	6,262,095.00	
CLIN 0028	MU	\$7,864,499	
			<u>17,439,008.00</u>
CLIN 003001*	MX	\$52,974,283.00	

\* CLIN 0030 has been established for the sole purpose of obligating GFEBs funding for performance of SubCLIN 0017AA. Informational SubCLINs under CLIN 0030 will be established each time additional

002490

**GFEBs funding is obligated. For purposes of this funding update, funding obligated under CLIN 0030 will also be reflected under SubCLIN 0017AA and should not be counted twice with regards to the total contract funding obligated.**

(End of Summary of Changes)

002491

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				I. CONTRACT ID CODE	PAGE OF PAGES
				V	1   9
AMENDMENT/MODIFICATION NO.		3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)	
P00252		10-May-2012			
6. ISSUED BY		CODE	7. ADMINISTERED BY (If other than item 6)		CODE
USASMDC/ARSTRAT SMDC-RDC PO BOX 1500 HUNTSVILLE AL 35807-3801		WB113M	DCMARAYTHEON 50 APPLE HILL DRIVE M/S T2FR2 TEWKSBURY MA 01876		S2205A
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)				9A. AMENDMENT OF SOLICITATION NO.	
RAYTHEON COMPANY 350 LOWELL ST. ANDOVER MA 01810-4400					
				9B. DATED (SEE ITEM 11)	
				X 10A. MOD. OF CONTRACT/ORDER NO. DASG60-98-C-0001	
				X 10B. DATED (SEE ITEM 13) 30-Jan-1998	
CODE 05716		FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended.					
<p>Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:</p> <p>(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.</p>					
12. ACCOUNTING AND APPROPRIATION DATA (If required)					
See Schedule					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).					
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:					
X D. OTHER (Specify type of modification and authority) UNILATERAL: FAR 52.232-22, "Limitation of Funds"					
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: [REDACTED] To increase incremental funding for SubCLIN 0017AA in the amount of \$954,375. (b)(6)					
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.					
A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)		
[REDACTED]			[REDACTED] (b)(6) (b)(6)		
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA		16C. DATE SIGNED	
(Signature of person authorized to sign)		BY [REDACTED]		[REDACTED] (b)(6) (b)(6)	
		(Signature of Contracting Officer)		10-May-2012	

EXCEPTION TO SF 30  
APPROVED BY OIRM 11-84

30-105-04

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STANDARD FORM 30 (Rev. 10-83)  
Prescribed by GSA  
FAR (48 CFR) 53.243

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

**SUMMARY OF CHANGES**

1. SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by \$954,375.00 from \$1,876,032,504.63 to \$1,876,986,879.63.

SUBCLIN 0017AA:

MF: 21 1 2040 5L 5L68 P172419E555L 255Y 4M1J730000 S01021 4M1J730000/14MJLE/4M5 was increased by \$954,375.00 from \$269,560,505.00 to \$270,514,880.00

Target Cost, Target Fee, and total for the above increase of \$954,375 is distributed as follows and includes an increase in target cost of [REDACTED] of cost and [REDACTED] (facilities capital cost of money) and an increase in target fee of [REDACTED]

(b)(4)

Target Cost	[REDACTED]
Target Fee	[REDACTED]
Total	\$954,375

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

IMPLEMENTATION OF AND EXPLANATION OF THE RELATIONSHIP OF THE LIMITATION OF FUNDS (LOF) CLAUSE TO FEE OBLIGATIONS, subparagraph c., is revised to read as follows:

SUBCLIN 0017AA :

	<u>PRIOR</u>	<u>THIS MODIFICATION</u>	<u>CUMULATIVE TOTAL*</u>
(1) Amount Required for Full Funding, Including Fee:	\$1,682,454,983	\$ 0	\$ 1,682,454,983
(2) Amount Allotted Under the LOF Clause for Payment of Costs:	[REDACTED]	\$ [REDACTED]	[REDACTED] (b)(4)
(3) Amount Separately Obligated for Payment of Fee:	[REDACTED]	\$ [REDACTED]	[REDACTED] (b)(4)
(4) Total Amount Allotted and Obligated:	\$1,642,829,814.27	\$ 954,375.00	\$1,643,784,189.27
(5) Net Amount Required for Full Funding	\$ 39,625,168.73	(\$ 954,375.00)	\$ 38,670,793.73

\* These figures take into consideration the negotiated total value of SubCLIN 0017AA (This does not include SubCLIN 17AH)

2. The following is an update to Modification P00251 showing a summary of funding by ACRN through Modification P00252:

<u>ACRN</u>	<u>FUNDING</u>
AA	440,100.00
AB	2,298,235.00

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AC	17,832,987.00
AD	0.00
AE	7,500,000.00
AF	3,300,000.00
AG	17,192,400.00
AH	700,000.00
AJ	200,000.00
AK	85,000.00
AL	45,000.00
AM	17,045,000.00
AN	5,800.00
AP	20,779,000.00
AQ	105,000.00
AR	35,000.00
AS	0.00
AT	6,984,678.52
AU	7,970,000.00
AV	0.00
AW	100,000.00
AX	3,396,000.00
AY	550,000.00
AZ	19,412,000.00
BA	24,527,878.00
BB	146,000.00
BC	72,000.00
BD	85,000.00
BE	100,000.00
BF	100,000.00
BG	1,975,321.00
BH	38,018,908.00
BJ	7,896,673.34
BK	260,000.00
BL	0.00
BM	125,000.00
BN	103,000.00
BP	10,199,288.50
BU	350,000.00
BV	9,000.00
BW	84,896,852.00
BX	1,146,000.00
BY	3,880,000.00
BZ	190,000.00
KL	118,250.00
KM	192,793,000.00
KN	0.00
KQ	92,811.00
KR	0.00
KS	0.00
KT	386,377,998.00
KU	2,203,183.00

002494

KV	65,000.00
KW	20,000.00
KX	60,000.00
KY	25,000.00
KZ	25,000.00
LA	13,508.00
LB	12,500.00
LC	200,000.00
LD	7,943,648.00
LE	1,173,850.00
LF	10,000.00
LG	62,000.00
LH	400,000.00
LJ	7,476.00
LK	\$281,575,897.00
LL	\$173,798.00
LM	\$1,410,376.00
LN	\$630,061.00
LP	\$83,200.00
LQ	\$235,566.00
LR	\$125,000.00
LS	\$6,069,616.00
LT	\$530,377.00
LU	\$9,100,000.00
LV	\$1,957,265.00
LW	\$255,567.00
LX	\$68,000.00
LY	\$264,807,424.52
LZ	\$1,751,384.00
MA	\$2,982,442.00
MB	\$375,000.00
MC	\$2,283,481.00
MD	\$8,573.00
ME	\$0.00
MF	\$270,514,880.00
MG	\$6,262,095.00
MH	\$213,390.00
MJ	\$858,495.00
MK	\$56,076.00
ML	\$116,044.00
MM	\$1,618,600.00
MN	\$2,573,000.00
MP	\$250,000.00
MQ	\$691,421.00
MR	\$0.00
MS	\$700,000.00
MT	\$16,289,524.00
MU	\$7,864,499.00
MV	\$39,921,199.75
MW	\$10,000,000.00

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MX \$52,974,283.00

3. The following is an update to Modification P00251 showing a summary of funding by CLIN by ACRN through Modification P00252:

<u>CLIN</u>	<u>ACRN</u>	<u>FUNDING AMT</u>	<u>CLIN TOTAL</u>
CLIN 0001	AA	440,100.00	
CLIN 0001	AD	0.00	
			440,100.00
CLIN 0003	AB	2,298,235.00	
CLIN 0003	AC	17,832,987.00	
CLIN 0003	AD	0.00	
CLIN 0003	AE	7,500,000.00	
CLIN 0003	AF	3,300,000.00	
CLIN 0003	AG	17,192,400.00	
CLIN 0003	AH	700,000.00	
CLIN 0003	AM	17,045,000.00	
CLIN 0003	AN	5,800.00	
CLIN 0003	AP	20,779,000.00	
CLIN 0003	AS	0.00	
CLIN 0003	AT	6,984,678.52	
CLIN 0003	AW	100,000.00	
CLIN 0003	AY	550,000.00	
			94,288,100.52
CLIN 0005	BA	24,527,878.00	
CLIN 0005	BB	146,000.00	
CLIN 0005	BC	72,000.00	
CLIN 0005	BD	85,000.00	
CLIN 0005	BE	100,000.00	
CLIN 0005	BF	100,000.00	
CLIN 0005	BG	1,975,321.00	
CLIN 0005	BH	38,018,908.00	
CLIN 0005	BL	0.00	
CLIN 0005	BZ	0.00	
			65,025,107.00
CLIN 0007AA	BP	10,199,288.50	
			10,199,288.50
CLIN 0009AA	AQ	45,106.00	
CLIN 0009AA	AV	0.00	
CLIN 0009AA	BK	256,545.00	
CLIN 0009AA	BM	125,000.00	

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CLIN 0009AA	BN	21,315.00	
			<u>447,966.00</u>
CLIN 0009AB	AJ	200,000.00	
CLIN 0009AB	AK	85,000.00	
CLIN 0009AB	AL	45,000.00	
CLIN 0009AB	AQ	59,894.00	
CLIN 0009AB	AR	35,000.00	
CLIN 0009AB	BK	3,455.00	
CLIN 0009AB	BN	81,685.00	
CLIN 0009AB	BU	350,000.00	
CLIN 0009AB	BV	9,000.00	
			<u>869,034.00</u>
CLIN 0013	AU	7,970,000.00	
CLIN 0013	AX	3,396,000.00	
CLIN 0013	AY	0.00	
CLIN 0013	AZ	19,412,000.00	
CLIN 0013	BJ	7,896,673.34	
			<u>38,674,673.34</u>
CLIN 0017	BW	0.00	
CLIN 0017	KM	0.00	
			<u>0.00</u>
CLIN 0017AA	BY	3,880,000.00	
CLIN 0017AA	BX	1,146,000.00	
CLIN 0017AA	BW	84,896,852.00	
CLIN 0017AA	BZ	0.00	
CLIN 0017AA	KM	192,793,000.00	
CLIN 0017AA	KN	0.00	
CLIN 0017AA	KQ	66,151.00	
CLIN 0017AA	KS	0.00	
CLIN 0017AA	KT	386,204,200.00	
CLIN 0017AA	KU	2,203,183.00	
CLIN 0017AA	KY	0.00	
CLIN 0017AA	LC	200,000.00	
CLIN 0017AA	LD	7,943,648.00	
CLIN 0017AA	LE	0.00	
CLIN 0017AA	LH	400,000.00	
CLIN 0017AA	LJ	7,476.00	
CLIN 0017AA	LK	281,575,897.00	
CLIN 0017AA	LQ	235,566.00	
CLIN 0017AA	LS	6,069,616.00	
CLIN 0017AA	LT	530,377.00	
CLIN 0017AA	LU	\$9,100,000.00	
CLIN 0017AA	LV	\$1,957,265.00	

002497

CLIN 0017AA	LW	\$255,567.00	
CLIN 0017AA	LX	\$68,000.00	
CLIN 0017AA	LY	\$264,807,424.52	
CLIN 0017AA	MB	\$375,000.00	
CLIN 0017AA	MC	\$2,283,481.00	
CLIN 0017AA	MD	\$8,573.00	
CLIN 0017AA	ME	\$0.00	
<b>CLIN 0017AA</b>	<b>MF</b>	<b>\$270,514,880.00</b>	
CLIN 0017AA	MH	\$213,390.00	
CLIN 0017AA	MJ	\$858,495.00	
CLIN 0017AA	MK	\$56,076.00	
CLIN 0017AA	ML	\$116,044.00	
CLIN 0017AA	MM	\$1,618,600.00	
CLIN 0017AA	MN	\$2,573,000.00	
CLIN 0017AA	MP	\$250,000.00	
CLIN 0017AA	MQ	\$691,421.00	
CLIN 0017AA	MR	\$0.00	
CLIN 0017AA	MS	\$700,000.00	
CLIN 0017AA	MT	\$16,289,524.00	
CLIN 0017AA	MV	\$39,921,199.75	
CLIN 0017AA	MW	\$10,000,000.00	
CLIN 0017AA	MX	\$52,974,283.00	
			<b>1,643,784,189.27</b>
CLIN 0017AB	KL	118,250.00	118,250.00
CLIN 0017AC	BZ	190,000.00	190,000.00
CLIN 0017AD	KN	0.00	
CLIN 0017AD	KS	0.00	0.00
CLIN 0017AE	LL	173,798.00	173,798.00
CLIN 0017AH	KT	173,798.00	173,798.00

002498

CLIN 0020AA	KN	0.00	
CLIN 0020AA	KQ	26,660.00	
			<u>26,660.00</u>
CLIN 0021AA	KW	0.00	
			<u>0.00</u>
CLIN 0021AB	KV	0.00	
CLIN 0021AB	LB	0.00	
CLIN 0021AB	KX	0.00	
CLIN 0021AB	KY	0.00	
			<u>0.00</u>
CLIN 0021AC	KZ	0.00	
CLIN 0021AC	LA	0.00	
			<u>0.00</u>
CLIN 0022	KW	0.00	
			<u>0.00</u>
CLIN 0023	KX	60,000.00	
CLIN 0023	KY	25,000.00	
CLIN 0023	KV	65,000.00	
CLIN 0023	LB	12,500.00	
CLIN 0023	LF	10,000.00	
CLIN 0023	LR	\$125,000.00	
			<u>297,500.00</u>
CLIN 0024	LA	13,508.00	
CLIN 0024	LG	62,000.00	
CLIN 0024	KZ	25,000.00	
CLIN 0024	KW	20,000.00	
CLIN 0024	LP	83,200.00	
			<u>203,708.00</u>
CLIN 0025	LE	1,173,850.00	
CLIN 0025	LM	1,080,404.00	
CLIN 0025	MA	0.00	
			<u>2,254,254.00</u>
CLIN 0026	LN	630,061.00	
			<u>630,061.00</u>
CLIN 0027	LZ	1,751,384.00	
			<u>1,751,384.00</u>

002499

CLIN 0028	LM	329,972.00	_____
CLIN 0028	MA	2,982,442.00	_____
CLIN 0028	MG	6,262,095.00	_____
CLIN 0028	MU	\$7,864,499	_____
			<u>17,439,008.00</u>
CLIN 003001*	MX	\$52,974,283.00	_____

\* CLIN 0030 has been established for the sole purpose of obligating GFEBs funding for performance of SubCLIN 0017AA. Informational SubCLINs under CLIN 0030 will be established each time additional GFEBs funding is obligated. For purposes of this funding update, funding obligated under CLIN 0030 will also be reflected under SubCLIN 0017AA and should not be counted twice with regards to the total contract funding obligated.

(End of Summary of Changes)

002500

# AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE <b>V</b>	PAGE OF PAGES 1   2
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AMENDMENT/MODIFICATION NO. <b>P00253</b>	3. EFFECTIVE DATE <b>18-May-2012</b>	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
---	---	----------------------------------	--------------------------------

6. ISSUED BY USASMDC/ARSTRAT SMDC-RDC PO BOX 1800 HUNTSVILLE AL 35807-3801	CODE <b>W9113M</b>	7. ADMINISTERED BY (If other than item 6) DCMA RAYTHEON 50 APPLE HILL DRIVE W/S T2FR2 TEWKSBURY MA 01876	CODE <b>S2205A</b>
--	-----------------------	--	-----------------------

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) RAYTHEON COMPANY 360 LOWELL ST. ANDOVER MA 01810-4400	9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED (SEE ITEM 11)
	X 10A. MOD. OF CONTRACT/ORDER NO. <b>DASG80-98-C-0001</b>
	X 10B. DATED (SEE ITEM 13) <b>30-Jan-1998</b>

CODE **05716** FACILITY CODE

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of offer  is extended.  is not extended.

Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:  
 (a) By completing items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS.  
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

A.	THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor  is not,  is required to sign this document and return \_\_\_\_\_ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
 Modification Control Number: [REDACTED] (b)(6)  
 The purpose of this modification is correct the CN in Modification P00251, ACRN MX, from CN: GFEB5001015913300001 to CN: GFEB5001015913300030. All other terms and conditions remain the same and no additional funding has been provided.

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

A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) (b)(6)
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED  16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)
	16C. DATE SIGNED <b>18-May-2012</b> (b)(6)

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

(End of Summary of Changes)

002502

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE	PAGE OF PAGES	
				V	1	12
AMENDMENT/MODIFICATION NO.		3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO		5. PROJECT NO.(If applicable)	
P00254		18-May-2012				
6. ISSUED BY		CODE	7. ADMINISTERED BY (If other than item 6)		CODE	
USASMDC/ARSTRAT SMDC-RDC PO BOX 1500 HUNTSVILLE AL 35807-3801		W0113M	DCMARAYTHEON 50 APPLE HILL DRIVE M/S T2FR2 TEWKSBURY MA 01876		S2205A	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)				9A. AMENDMENT OF SOLICITATION NO.		
RAYTHEON COMPANY 350 LOWELL ST. ANDOVER MA 01810-4400						
				9B. DATED (SEE ITEM 11)		
				X 10A. MOD. OF CONTRACT/ORDER NO. DASG60-98-C-0001		
				X 10B. DATED (SEE ITEM 13) 30-Jan-1998		
CODE 05716		FACILITY CODE				
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS						
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended.						
Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.						
12. ACCOUNTING AND APPROPRIATION DATA (If required)						
See Schedule						
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.						
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.						
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).						
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:						
X D. OTHER (Specify type of modification and authority) UNILATERAL: FAR 52.243-2, Changes, and FAR 52.232-22, Limitation of Funds						
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.						
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: [REDACTED] (b)(6) To issue a change order for additional JLENS Limited User Testing (LUT) training due to replacement of soldiers conducting the LUT as outlined in CCAM-CAB-B letters, JLENS-2012-012 and JLENS-2012-018, dated March 30, 2012 and April 26, 2012, respectively. The required training is as follows: Genie Man-Lift Training, [REDACTED] 12 students; Flight Director Training, [REDACTED] students; and Maintainer Course Training, [REDACTED] 17 students.						
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.						
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)		
[REDACTED]				[REDACTED] (b)(6)		
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA		16C. DATE SIGNED
[REDACTED]		[REDACTED]		BY [REDACTED]		[REDACTED] (b)(6)
(Signature of person authorized to sign)				(Signature of Contracting Officer)		18-May-2012 (b)(6)

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

1. SECTION A - SOLICITATION/CONTRACT FORM

The total cost of this contract was increased by \$724,879.00 from \$1,920,203,430.00 to \$1,920,928,309.00.

2. SECTION B - SUPPLIES OR SERVICES AND PRICES

SUBCLIN 0017AA

The target cost has increased by [REDACTED] from \$ [REDACTED] to \$ [REDACTED]

The target profit/fee has increased by [REDACTED] from [REDACTED] to [REDACTED]

The total cost of this line item has increased by \$724,879.00 from \$1,682,454,983.00 to \$1,683,179,862.00.

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

This includes an increase in target cost of [REDACTED] consisting of a [REDACTED] increase in cost and a [REDACTED] increase in facilities capital cost of money, and an increase in target fee of [REDACTED] which is [REDACTED] of target cost less facilities capital cost of money.

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

CLIN 0030

The total cost of this line item has increased by [REDACTED] from [REDACTED] 00 to [REDACTED]

(b)(4)

\* As stated in Modification P00251, CLIN 0030 has been established for the sole purpose of obligating GFEBs funding for performance of SubCLIN 0017AA. The value of CLIN 0030 equates to the amount of GFEBs funding obligated for performance of SubCLIN 0017AA and should not be considered additional contract value. Informational SubCLINs under CLIN 0030 will be established each time additional GFEBs funding is obligated. CLIN 0030 and its SubCLINs will not be segregated from SubCLIN 0017AA, identified, accounted for, invoiced, analyzed, or reported separately from SubCLIN 0017, including EVMS. All scope remains under SubCLIN 0017AA with associated incentive events and flat zones.

SUBCLIN 003002 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
003002	GFEBs Funding for SubCLIN 0017AA CPIF FOB: Destination				
	ACRN MX CIN: GFEBs001017438300030				\$719,132.00

B-17. INCENTIVE FEE FOR SUBCLIN 0017AA/CLIN 0018 (SEE H-19):

In accordance with FAR 52.216-7, entitled "Allowable Cost and Payments", and FAR 52.216-10, entitled "Incentive Fee", the total amount for reimbursement of cost and fee for performance under SubCLIN 0017AA/CLIN 0018 are set forth below:

Target Cost [REDACTED]

(b)(4)

002504

Target Fee [REDACTED] (b)(4)

Incentive Arrangement: Maximum Fee: [REDACTED] (b)(4)  
Minimum Fee: [REDACTED]

(Share Ratio: Government/Contractor)

Underrun: [REDACTED] for the amount by which the total allowable cost is less than the target cost until maximum fee is attained. (b)(4)

Overrun: [REDACTED] for the amount by which the total allowable cost exceeds the target cost until minimum fee is attained. (b)(4)

FAR 52.216-10, INCENTIVE, paragraph (e)(1), is stated as follows:

(e) Fee Payable.

(1) The fee payable under this contract shall be the target fee increased by [REDACTED] cents for every dollar that the total allowable cost is less than the target cost or decreased by [REDACTED] cents for every dollar that the total allowable cost exceeds the target cost. In no event shall the fee be greater than [REDACTED] percent or less than [REDACTED] percent of the target cost. (b)(4)

B-18. TARGET COST, TARGET FEE, MINIMUM INCENTIVE FEE, MAXIMUM INCENTIVE FEE, AND INCENTIVE ARRANGEMENT FOR SUBCLIN 0017AA/CLIN 0018:

SUBCLIN 0017AA – (Two SDD JLENS Systems)

- a. Target cost: [REDACTED] (b)(4)
- b. Target fee: [REDACTED] (b)(4)
- c. Minimum incentive fee: [REDACTED] (b)(4)
- d. Maximum incentive fee: [REDACTED] (b)(4)
- e. Total target cost and target fee: **\$1,683,179,862**

3. SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by \$719,132.00 from \$1,876,986,879.63 to \$1,877,706,011.63.

SUBCLIN 003002 (GFEBs funding for SubCLIN 0017AA):

Funding on SUBCLIN 003002 is initiated as follows:

ACRN: MX

CIN: GFEBs001017438300030

002505

Acctng Data: 02120122013204000001171722550030003242A.0000013.1.1

6100.9000021001

Increase: \$719,132.00

Total: \$719,132.00

Cost Code: A5XFJ

Target Cost, Target Fee, and total for the above increase of \$719,132 is distributed as follows and includes an increase in target cost of [redacted] cost and [redacted] of facilities capital cost of money) and an increase in target fee of [redacted]

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

Target Cost	[redacted]
Target Fee	[redacted]
Total	\$719,132

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

IMPLEMENTATION OF AND EXPLANATION OF THE RELATIONSHIP OF THE LIMITATION OF FUNDS (LOF) CLAUSE TO FEE OBLIGATIONS, subparagraph c., is revised to read as follows:

SUBCLIN 0017AA :

	<u>PRIOR</u>	<u>THIS MODIFICATION</u>	<u>CUMULATIVE TOTAL*</u>
(1) Amount Required for Full Funding, Including Fee:	\$1,682,454,983	\$724,879	\$ 1,683,179,862
(2) Amount Allotted Under the LOF Clause for Payment of Costs:	[redacted]	[redacted]	\$ [redacted] (b)(4)
(3) Amount Separately Obligated for Payment of Fee:	[redacted]	[redacted]	\$ [redacted] (b)(4)
(4) Total Amount Allotted and Obligated:	\$1,643,784,189.27	\$719,132	\$1,644,503,321.27
(5) Net Amount Required for Full Funding	\$ 38,670,793.73	\$ 5,747	\$ 38,676,540.73

\* These figures take into consideration the negotiated total value of SubCLIN 0017AA (This does not include SubCLIN 17AH)

4. SECTION H – SPECIAL CONTRACT REQUIREMENTS is revised as follows:

Paragraph H-19, INCENTIVE FEE STRUCTURE AND PAYMENT FOR CLIN 0017, SYSTEM DEVELOPMENT AND DEMONSTRATION (SDD), subparagraph c., is revised as follows:

a. General.

SubCLIN 0017AA, System Development and Demonstration (SDD), is a cost-plus-incentive-fee (CPIF) Line Item with cost and schedule incentives as described below. Paragraph H-19(b) applies only to the Cost Incentive and Paragraph H-19(c) applies only to the Schedule Incentive. The contract price amount of \$1,683,179,862 includes a target cost of [redacted] which includes [redacted] of cost and [redacted] of facilities capital cost of money) and a target incentive fee of [redacted] which is [redacted] of target cost less facilities capital cost of money.

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

b. Cost Incentive.

(1) The target fee payable under SubCLIN 0017AA is [redacted] of the target cost less facilities capital cost of money [redacted] an amount equal to [redacted]

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

002506

(2) The maximum fee payable under SubCLIN 0017AA is [redacted] of the target cost less facilities capital cost of money [redacted] an amount equal to [redacted]

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

(3) The minimum fee payable under SubCLIN 0017AA is [redacted] of the target cost less facilities capital cost of money [redacted] an amount equal to [redacted]

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

(4) Fee will be adjusted for actual cost that is less than or more than the target cost stated above using a share ratio of [redacted] Government / [redacted] Contractor for actual costs less than the target cost, and a ratio of [redacted] Government / [redacted] Contractor for actual costs greater than the target cost range applied according to Paragraph H-19(c)(1).

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

(5) Nothing stated in this clause shall take precedence over the clause 52.216-10 - Incentive Fee contained in this contract.

c. Schedule and Performance Incentive.

(1) A maximum [redacted] "flat zone" will be established at the target cost value of [redacted] with the conduct of milestones below. The "flat zone" over which the contractor will earn target fee is for eligible costs from \$ [redacted] to \$ [redacted] once the program milestones set forth below are conducted. (Note: As of the effective date of Modification P00253, only [redacted] of the maximum [redacted] "flat zone" has been acknowledged as earned.)

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

(a) [redacted] of the maximum benefit of the "flat zone", earned by the conduct of the SDD System Functional Review NLT 2nd Quarter, Fiscal Year 2007. (It is hereby acknowledged by the government that Raytheon completed the requirement for this flat zone and earned the "Flat Zone" schedule incentive of [redacted] Final determination of incentive fee payment utilizing the "Flat Zone" amount will be made at the conclusion of the contract. Reference letter, [redacted]

(b)(4)

(b) [redacted] of the maximum benefit of the "flat zone", earned by the conduct of SDD Orbit Critical Design review NLT 2nd Quarter, Fiscal Year 2009. (It is hereby acknowledged by the government that Raytheon completed the requirement for this flat zone and earned the "Flat Zone" schedule incentive of [redacted] Final determination of incentive fee payment utilizing the "Flat Zone" amount will be made at the conclusion of the contract. Reference letter, [redacted]

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

(c) [redacted] % of the maximum benefit of the "flat zone", earned by the conduct of the Developmental Test 1 (DT-1) in accordance with the criteria set forth in Section J attachment entitled Flat Zone Performance Criteria for JLENS SDD Contract, Section H-19(c), dated 11/1/11. (It is hereby acknowledged by the government that Raytheon completed the requirement for this flat zone and earned a "Flat Zone" schedule incentive of [redacted] or [redacted] of the available [redacted] Final determination of incentive fee payment utilizing the "Flat Zone" amount will be made at the conclusion of the contract.)

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

(d) [redacted] of the maximum benefit of the "flat zone", earned by the conduct of the Electromagnetic Environmental Effects (E3) Testing in accordance with the criteria set forth in Section J attachment entitled Flat Zone Performance Criteria for JLENS SDD Contract, Section H-19(c), dated 11/1/11.

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

(e) [redacted] of the maximum benefit of the "flat zone", earned by the conduct of the Integrated Fire Control Event in accordance with the criteria set forth in Section J attachment entitled Flat Zone Performance Criteria for JLENS SDD Contract, Section H-19(c), dated 11/1/11.

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

(f) [redacted] of the maximum benefit of the "flat zone", earned by the conduct of the Functional Configuration Audit (FCA) #1 in accordance with the criteria set forth in Section J attachment entitled Flat Zone Performance Criteria for JLENS SDD Contract, Section H-19(c), dated 11/1/11.

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

002507

(3) For Earned Value and cost reporting purposes, the target cost value of \$1,463,647,573 will be used.

d. Changes issued under FAR 52.243-2, Changes - Cost Reimbursement

In the event of a change issued under FAR 52.243-2, Changes - Cost Reimbursement, it is agreed that changes to the performance and schedule incentive may be considered a part of the equitable adjustment. In the event that any Options to CLIN 0017 are added and exercised, the incentive fee for cost and schedule/performance applicable to the Option will be incorporated in accordance with the incentive fee structure of this provision.

5. The following is an update to Modification P00252 showing a summary of funding by ACRN through Modification P00254:

<u>ACRN</u>	<u>FUNDING</u>
AA	440,100.00
AB	2,298,235.00
AC	17,832,987.00
AD	0.00
AE	7,500,000.00
AF	3,300,000.00
AG	17,192,400.00
AH	700,000.00
AJ	200,000.00
AK	85,000.00
AL	45,000.00
AM	17,045,000.00
AN	5,800.00
AP	20,779,000.00
AQ	105,000.00
AR	35,000.00
AS	0.00
AT	6,984,678.52
AU	7,970,000.00
AV	0.00
AW	100,000.00
AX	3,396,000.00
AY	550,000.00
AZ	19,412,000.00
BA	24,527,878.00
BB	146,000.00
BC	72,000.00
BD	85,000.00
BE	100,000.00
BF	100,000.00
BG	1,975,321.00
BH	38,018,908.00
BJ	7,896,673.34
BK	260,000.00
BL	0.00

002508

BM	125,000.00
BN	103,000.00
BP	10,199,288.50
BU	350,000.00
BV	9,000.00
BW	84,896,852.00
BX	1,146,000.00
BY	3,880,000.00
BZ	190,000.00
KL	118,250.00
KM	192,793,000.00
KN	0.00
KQ	92,811.00
KR	0.00
KS	0.00
KT	386,377,998.00
KU	2,203,183.00
KV	65,000.00
KW	20,000.00
KX	60,000.00
KY	25,000.00
KZ	25,000.00
LA	13,508.00
LB	12,500.00
LC	200,000.00
LD	7,943,648.00
LE	1,173,850.00
LF	10,000.00
LG	62,000.00
LH	400,000.00
LJ	7,476.00
LK	\$281,575,897.00
LL	\$173,798.00
LM	\$1,410,376.00
LN	\$630,061.00
LP	\$83,200.00
LQ	\$235,566.00
LR	\$125,000.00
LS	\$6,069,616.00
LT	\$530,377.00
LU	\$9,100,000.00
LV	\$1,957,265.00
LW	\$255,567.00
LX	\$68,000.00
LY	\$264,807,424.52
LZ	\$1,751,384.00
MA	\$2,982,442.00
MB	\$375,000.00
MC	\$2,283,481.00
MD	\$8,573.00

002509

ME	\$0.00
MF	\$270,514,880.00
MG	\$6,262,095.00
MH	\$213,390.00
MJ	\$858,495.00
MK	\$56,076.00
ML	\$116,044.00
MM	\$1,618,600.00
MN	\$2,573,000.00
MP	\$250,000.00
MQ	\$691,421.00
MR	\$0.00
MS	\$700,000.00
MT	\$16,289,524.00
MU	\$7,864,499.00
MV	\$39,921,199.75
MW	\$10,000,000.00
<b>MX</b>	<b>\$53,693,415.00</b>

6. The following is an update to Modification P00252 showing a summary of funding by CLIN by ACRN through Modification P00254:

<u>CLIN</u>	<u>ACRN</u>	<u>FUNDING AMT</u>	<u>CLIN TOTAL</u>
CLIN 0001	AA	440,100.00	
CLIN 0001	AD	0.00	
			<u>440,100.00</u>
CLIN 0003	AB	2,298,235.00	
CLIN 0003	AC	17,832,987.00	
CLIN 0003	AD	0.00	
CLIN 0003	AE	7,500,000.00	
CLIN 0003	AF	3,300,000.00	
CLIN 0003	AG	17,192,400.00	
CLIN 0003	AH	700,000.00	
CLIN 0003	AM	17,045,000.00	
CLIN 0003	AN	5,800.00	
CLIN 0003	AP	20,779,000.00	
CLIN 0003	AS	0.00	
CLIN 0003	AT	6,984,678.52	
CLIN 0003	AW	100,000.00	
CLIN 0003	AY	550,000.00	
			<u>94,288,100.52</u>
CLIN 0005	BA	24,527,878.00	
CLIN 0005	BB	146,000.00	
CLIN 0005	BC	72,000.00	
CLIN 0005	BD	85,000.00	

002510

CLIN 0005	BE	100,000.00
CLIN 0005	BF	100,000.00
CLIN 0005	BG	1,975,321.00
CLIN 0005	BH	38,018,908.00
CLIN 0005	BL	0.00
CLIN 0005	BZ	0.00
		<u>65,025,107.00</u>
CLIN 0007AA	BP	10,199,288.50
		<u>10,199,288.50</u>
CLIN 0009AA	AQ	45,106.00
CLIN 0009AA	AV	0.00
CLIN 0009AA	BK	256,545.00
CLIN 0009AA	BM	125,000.00
CLIN 0009AA	BN	21,315.00
		<u>447,966.00</u>
CLIN 0009AB	AJ	200,000.00
CLIN 0009AB	AK	85,000.00
CLIN 0009AB	AL	45,000.00
CLIN 0009AB	AQ	59,894.00
CLIN 0009AB	AR	35,000.00
CLIN 0009AB	BK	3,455.00
CLIN 0009AB	BN	81,685.00
CLIN 0009AB	BU	350,000.00
CLIN 0009AB	BV	9,000.00
		<u>869,034.00</u>
CLIN 0013	AU	7,970,000.00
CLIN 0013	AX	3,396,000.00
CLIN 0013	AY	0.00
CLIN 0013	AZ	19,412,000.00
CLIN 0013	BJ	7,896,673.34
		<u>38,674,673.34</u>
CLIN 0017	BW	0.00
CLIN 0017	KM	0.00
		<u>0.00</u>
CLIN 0017AA	BY	3,880,000.00
CLIN 0017AA	BX	1,146,000.00
CLIN 0017AA	BW	84,896,852.00
CLIN 0017AA	BZ	0.00
CLIN 0017AA	KM	192,793,000.00
CLIN 0017AA	KN	0.00
CLIN 0017AA	KQ	66,151.00

002511

CLIN 0017AA	KS	0.00	
CLIN 0017AA	KT	386,204,200.00	
CLIN 0017AA	KU	2,203,183.00	
CLIN 0017AA	KY	0.00	
CLIN 0017AA	LC	200,000.00	
CLIN 0017AA	LD	7,943,648.00	
CLIN 0017AA	LE	0.00	
CLIN 0017AA	LH	400,000.00	
CLIN 0017AA	LJ	7,476.00	
CLIN 0017AA	LK	281,575,897.00	
CLIN 0017AA	LQ	235,566.00	
CLIN 0017AA	LS	6,069,616.00	
CLIN 0017AA	LT	530,377.00	
CLIN 0017AA	LU	\$9,100,000.00	
CLIN 0017AA	LV	\$1,957,265.00	
CLIN 0017AA	LW	\$255,567.00	
CLIN 0017AA	LX	\$68,000.00	
CLIN 0017AA	LY	\$264,807,424.52	
CLIN 0017AA	MB	\$375,000.00	
CLIN 0017AA	MC	\$2,283,481.00	
CLIN 0017AA	MD	\$8,573.00	
CLIN 0017AA	ME	\$0.00	
CLIN 0017AA	MF	\$270,514,880.00	
CLIN 0017AA	MH	\$213,390.00	
CLIN 0017AA	MJ	\$858,495.00	
CLIN 0017AA	MK	\$56,076.00	
CLIN 0017AA	ML	\$116,044.00	
CLIN 0017AA	MM	\$1,618,600.00	
CLIN 0017AA	MN	\$2,573,000.00	
CLIN 0017AA	MP	\$250,000.00	
CLIN 0017AA	MQ	\$691,421.00	
CLIN 0017AA	MR	\$0.00	
CLIN 0017AA	MS	\$700,000.00	
CLIN 0017AA	MT	\$16,289,524.00	
CLIN 0017AA	MV	\$39,921,199.75	
CLIN 0017AA	MW	\$10,000,000.00	
CLIN 0017AA	MX	\$53,693,415.00	
			<u>1,644,503,321.27</u>
CLIN 0017AB	KL	118,250.00	
			<u>118,250.00</u>

002512

CLIN 0017AC	BZ	190,000.00	<u>190,000.00</u>
CLIN 0017AD	KN	0.00	
CLIN 0017AD	KS	0.00	<u>0.00</u>
CLIN 0017AE	LL	173,798.00	173,798.00
CLIN 0017AH	KT	173,798.00	<u>173,798.00</u>
CLIN 0020AA	KN	0.00	
CLIN 0020AA	KQ	26,660.00	<u>26,660.00</u>
CLIN 0021AA	KW	0.00	<u>0.00</u>
CLIN 0021AB	KV	0.00	
CLIN 0021AB	LB	0.00	
CLIN 0021AB	KX	0.00	
CLIN 0021AB	KY	0.00	<u>0.00</u>
CLIN 0021AC	KZ	0.00	
CLIN 0021AC	LA	0.00	<u>0.00</u>
CLIN 0022	KW	0.00	<u>0.00</u>
CLIN 0023	KX	60,000.00	
CLIN 0023	KY	25,000.00	
CLIN 0023	KV	65,000.00	
CLIN 0023	LB	12,500.00	
CLIN 0023	LF	10,000.00	
CLIN 0023	LR	\$125,000.00	<u>297,500.00</u>
CLIN 0024	LA	13,508.00	
CLIN 0024	LG	62,000.00	
CLIN 0024	KZ	25,000.00	
CLIN 0024	KW	20,000.00	

002513

CLIN 0024	LP	83,200.00	<u>                    </u>
			<u>                    </u>
			<u>                    </u>
			203,708.00
CLIN 0025	LE	1,173,850.00	<u>                    </u>
CLIN 0025	LM	1,080,404.00	<u>                    </u>
CLIN 0025	MA	0.00	<u>                    </u>
			<u>                    </u>
			2,254,254.00
CLIN 0026	LN	630,061.00	<u>                    </u>
			<u>                    </u>
			630,061.00
CLIN 0027	LZ	1,751,384.00	<u>                    </u>
			<u>                    </u>
			1,751,384.00
CLIN 0028	LM	329,972.00	<u>                    </u>
CLIN 0028	MA	2,982,442.00	<u>                    </u>
CLIN 0028	MG	6,262,095.00	<u>                    </u>
CLIN 0028	MU	\$7,864,499	<u>                    </u>
			<u>                    </u>
			17,439,008.00
CLIN 003001*	MX	\$52,974,283.00	<u>                    </u>
CLIN003002*	MX	\$719,132.00	<u>                    </u>
			<u>                    </u>

\* CLIN 0030 has been established for the sole purpose of obligating GFEBs funding for performance of SubCLIN 0017AA. Informational SubCLINs under CLIN 0030 will be established each time additional GFEBs funding is obligated. For purposes of this funding update, funding obligated under CLIN 0030 will also be reflected under SubCLIN 0017AA and should not be counted twice with regards to the total contract funding obligated.

(End of Summary of Changes)

002514

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE	PAGE OF PAGES
				V	1   10
AMENDMENT/MODIFICATION NO		3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If applicable)
P00255		24-May-2012			
6. ISSUED BY		CODE	7. ADMINISTERED BY (If other than item 6)		CODE
USASMDC/ARSTRAT SMDC-RDC PO BOX 1500 HUNTSVILLE AL 35807-3801		WS113M	DCMA RAYTHEON 50 APPLE HILL DRIVE M/S T2FR2 TEWKSBURY MA 01876		S2205A
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)				9A. AMENDMENT OF SOLICITATION NO.	
RAYTHEON COMPANY 350 LOWELL ST. ANDOVER MA 01810-4400					
				9B. DATED (SEE ITEM 11)	
				X 10A. MOD. OF CONTRACT/ORDER NO. DASG60-98-C-0001	
				X 10B. DATED (SEE ITEM 13) 30-Jan-1998	
CODE 05716		FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended.					
<p>Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:</p> <p>(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.</p>					
12. ACCOUNTING AND APPROPRIATION DATA (If required)					
See Schedule					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).					
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:					
X D. OTHER (Specify type of modification and authority) UNILATERAL: FAR 52.232-22, "Limitation of Funds"					
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)					
Modification Control Number: [REDACTED] (b)(6)					
To increase incremental funding in the amount of \$5,747. (b)(6)					
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.					
A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) (b)(6)		
[REDACTED]			[REDACTED] (b)(6)		
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED	16B. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	16C. DATE SIGNED	
(Signature of person authorized to sign)			BY [REDACTED] (b)(6)	24-May-2012 (b)(6)	
			(Signature of Contracting Officer)		

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

**SUMMARY OF CHANGES**

1. SECTION B - SUPPLIES OR SERVICES AND PRICES

CLIN 0030

The total cost of this line item has increased by \$5,747.00 from \$53,693,415.00 to \$53,699,162.00. \*

\* As stated in Modification P00251, CLIN 0030 has been established for the sole purpose of obligating GFEBs funding for performance of SubCLIN 0017AA. The value of CLIN 0030 equates to the amount of GFEBs funding obligated for performance of SubCLIN 0017AA and should not be considered additional contract value. Informational SubCLINs under CLIN 0030 will be established each time additional GFEBs funding is obligated. CLIN 0030 and its SubCLINs will not be segregated from SubCLIN 0017AA, identified, accounted for, invoiced, analyzed, or reported separately from SubCLIN 0017, including EVMS. All scope remains under SubCLIN 0017AA with associated incentive events and flat zones.

SUBCLIN 003003 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
003003	GFEBs Funding for SubCLIN 0017 CPIF FOB: Destination				
	ACRN MX CIN: GFEBs001017438400030				\$5,747.00

2. SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by \$5,747.00 from \$1,877,706,011.63 to \$1,877,711,758.63.

SUBCLIN 003003:

Funding on SUBCLIN 003003 is initiated as follows:

ACRN: MX

CIN: GFEBs001017438400030

Acctng Data: 02120122013204000001171722550030003242A.0000013.1.1 6100.9000021001

Increase: \$5,747.00

Total: \$5,747.00

Cost Code: A5XFJ

002516

Target Cost, Target Fee, and total for the above increase of [redacted] distributed as follows and includes an increase in target cost of [redacted] of cost and [redacted] facilities capital cost of money) and an increase in target fee of \$403. (b)(4)(b)(4)(b)(4)

Target Cost	[redacted]
Target Fee	[redacted]
Total	\$5,747

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

**IMPLEMENTATION OF AND EXPLANATION OF THE RELATIONSHIP OF THE LIMITATION OF FUNDS (LOF) CLAUSE TO FEE OBLIGATIONS, subparagraph c., is revised to read as follows:**

**SUBCLIN 0017AA :**

	<u>PRIOR</u>	<u>THIS MODIFICATION</u>	<u>CUMULATIVE TOTAL*</u>
(1) Amount Required for Full Funding, Including Fee:	\$1,683,179,862	\$ 0	\$ 1,683,179,862 (b)(4)
(2) Amount Allotted Under the LOF Clause for Payment of Costs:	[redacted]	[redacted]	[redacted] (b)(4)
(3) Amount Separately Obligated for Payment of Fee:	[redacted]	[redacted]	[redacted] (b)(4)
(4) Total Amount Allotted and Obligated:	\$1,644,503,321.27	\$5,747	\$1,644,509,068.27 (b)(4)
(5) Net Amount Required for Full Funding	\$ 38,676,540.73	(\$5,747)	\$ 38,670,793.73

\* These figures take into consideration the negotiated total value of SubCLIN 0017AA (This does not include SubCLIN 17AH)

**3. The following is an update to Modification P00254 showing a summary of funding by ACRN through Modification P00255:**

<u>ACRN</u>	<u>FUNDING</u>
AA	440,100.00
AB	2,298,235.00
AC	17,832,987.00
AD	0.00
AE	7,500,000.00
AF	3,300,000.00
AG	17,192,400.00
AH	700,000.00
AJ	200,000.00
AK	85,000.00
AL	45,000.00
AM	17,045,000.00
AN	5,800.00
AP	20,779,000.00
AQ	105,000.00
AR	35,000.00
AS	0.00

002517

AT	6,984,678.52
AU	7,970,000.00
AV	0.00
AW	100,000.00
AX	3,396,000.00
AY	550,000.00
AZ	19,412,000.00
BA	24,527,878.00
BB	146,000.00
BC	72,000.00
BD	85,000.00
BE	100,000.00
BF	100,000.00
BG	1,975,321.00
BH	38,018,908.00
BJ	7,896,673.34
BK	260,000.00
BL	0.00
BM	125,000.00
BN	103,000.00
BP	10,199,288.50
BU	350,000.00
BV	9,000.00
BW	84,896,852.00
BX	1,146,000.00
BY	3,880,000.00
BZ	190,000.00
KL	118,250.00
KM	192,793,000.00
KN	0.00
KQ	92,811.00
KR	0.00
KS	0.00
KT	386,377,998.00
KU	2,203,183.00
KV	65,000.00
KW	20,000.00
KX	60,000.00
KY	25,000.00
KZ	25,000.00
LA	13,508.00
LB	12,500.00
LC	200,000.00
LD	7,943,648.00
LE	1,173,850.00
LF	10,000.00
LG	62,000.00
LH	400,000.00
LJ	7,476.00
LK	\$281,575,897.00

002518

LL	\$173,798.00
LM	\$1,410,376.00
LN	\$630,061.00
LP	\$83,200.00
LQ	\$235,566.00
LR	\$125,000.00
LS	\$6,069,616.00
LT	\$530,377.00
LU	\$9,100,000.00
LV	\$1,957,265.00
LW	\$255,567.00
LX	\$68,000.00
LY	\$264,807,424.52
LZ	\$1,751,384.00
MA	\$2,982,442.00
MB	\$375,000.00
MC	\$2,283,481.00
MD	\$8,573.00
ME	\$0.00
MF	\$270,514,880.00
MG	\$6,262,095.00
MH	\$213,390.00
MJ	\$858,495.00
MK	\$56,076.00
ML	\$116,044.00
MM	\$1,618,600.00
MN	\$2,573,000.00
MP	\$250,000.00
MQ	\$691,421.00
MR	\$0.00
MS	\$700,000.00
MT	\$16,289,524.00
MU	\$7,864,499.00
MV	\$39,921,199.75
MW	\$10,000,000.00
MX	\$53,699,162.00

4. The following is an update to Modification P00254 showing a summary of funding by CLIN by ACRN through Modification P00255:

<u>CLIN</u>	<u>ACRN</u>	<u>FUNDING AMT</u>	<u>CLIN TOTAL</u>
CLIN 0001	AA	440,100.00	
CLIN 0001	AD	0.00	
			440,100.00
CLIN 0003	AB	2,298,235.00	
CLIN 0003	AC	17,832,987.00	
CLIN 0003	AD	0.00	

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CLIN 0003	AE	7,500,000.00	
CLIN 0003	AF	3,300,000.00	
CLIN 0003	AG	17,192,400.00	
CLIN 0003	AH	700,000.00	
CLIN 0003	AM	17,045,000.00	
CLIN 0003	AN	5,800.00	
CLIN 0003	AP	20,779,000.00	
CLIN 0003	AS	0.00	
CLIN 0003	AT	6,984,678.52	
CLIN 0003	AW	100,000.00	
CLIN 0003	AY	550,000.00	
			<u>94,288,100.52</u>
CLIN 0005	BA	24,527,878.00	
CLIN 0005	BB	146,000.00	
CLIN 0005	BC	72,000.00	
CLIN 0005	BD	85,000.00	
CLIN 0005	BE	100,000.00	
CLIN 0005	BF	100,000.00	
CLIN 0005	BG	1,975,321.00	
CLIN 0005	BH	38,018,908.00	
CLIN 0005	BL	0.00	
CLIN 0005	BZ	0.00	
			<u>65,025,107.00</u>
CLIN 0007AA	BP	10,199,288.50	
			<u>10,199,288.50</u>
CLIN 0009AA	AQ	45,106.00	
CLIN 0009AA	AV	0.00	
CLIN 0009AA	BK	256,545.00	
CLIN 0009AA	BM	125,000.00	
CLIN 0009AA	BN	21,315.00	
			<u>447,966.00</u>
CLIN 0009AB	AJ	200,000.00	
CLIN 0009AB	AK	85,000.00	
CLIN 0009AB	AL	45,000.00	
CLIN 0009AB	AQ	59,894.00	
CLIN 0009AB	AR	35,000.00	
CLIN 0009AB	BK	3,455.00	
CLIN 0009AB	BN	81,685.00	
CLIN 0009AB	BU	350,000.00	
CLIN 0009AB	BV	9,000.00	
			<u>869,034.00</u>
CLIN 0013	AU	7,970,000.00	

002520

CLIN 0013	AX	3,396,000.00	
CLIN 0013	AY	0.00	
CLIN 0013	AZ	19,412,000.00	
CLIN 0013	BJ	7,896,673.34	
			<u>38,674,673.34</u>
CLIN 0017	BW	0.00	
CLIN 0017	KM	0.00	
			<u>0.00</u>
CLIN 0017AA	BY	3,880,000.00	
CLIN 0017AA	BX	1,146,000.00	
CLIN 0017AA	BW	84,896,852.00	
CLIN 0017AA	BZ	0.00	
CLIN 0017AA	KM	192,793,000.00	
CLIN 0017AA	KN	0.00	
CLIN 0017AA	KQ	66,151.00	
CLIN 0017AA	KS	0.00	
CLIN 0017AA	KT	386,204,200.00	
CLIN 0017AA	KU	2,203,183.00	
CLIN 0017AA	KY	0.00	
CLIN 0017AA	LC	200,000.00	
CLIN 0017AA	LD	7,943,648.00	
CLIN 0017AA	LE	0.00	
CLIN 0017AA	LH	400,000.00	
CLIN 0017AA	LJ	7,476.00	
CLIN 0017AA	LK	281,575,897.00	
CLIN 0017AA	LQ	235,566.00	
CLIN 0017AA	LS	6,069,616.00	
CLIN 0017AA	LT	530,377.00	
CLIN 0017AA	LU	\$9,100,000.00	
CLIN 0017AA	LV	\$1,957,265.00	<u>                    </u>
CLIN 0017AA	LW	\$255,567.00	<u>                    </u>
CLIN 0017AA	LX	\$68,000.00	<u>                    </u>
CLIN 0017AA	LY	\$264,807,424.52	<u>                    </u>
CLIN 0017AA	MB	\$375,000.00	<u>                    </u>
CLIN 0017AA	MC	\$2,283,481.00	<u>                    </u>
CLIN 0017AA	MD	\$8,573.00	<u>                    </u>
CLIN 0017AA	ME	\$0.00	<u>                    </u>
CLIN 0017AA	MF	\$270,514,880.00	<u>                    </u>
CLIN 0017AA	MH	\$213,390.00	<u>                    </u>
CLIN 0017AA	MJ	\$858,495.00	<u>                    </u>
CLIN 0017AA	MK	\$56,076.00	<u>                    </u>
CLIN 0017AA	ML	\$116,044.00	<u>                    </u>
CLIN 0017AA	MM	\$1,618,600.00	<u>                    </u>

002521

CLIN 0017AA	MN	\$2,573,000.00	
CLIN 0017AA	MP	\$250,000.00	
CLIN 0017AA	MQ	\$691,421.00	
CLIN 0017AA	MR	\$0.00	
CLIN 0017AA	MS	\$700,000.00	
CLIN 0017AA	MT	\$16,289,524.00	
CLIN 0017AA	MV	\$39,921,199.75	
CLIN 0017AA	MW	\$10,000,000.00	
CLIN 0017AA	MX	\$53,699,162.00	
			<u>1,644,509,068.27</u>
CLIN 0017AB	KL	118,250.00	
			<u>118,250.00</u>
CLIN 0017AC	BZ	190,000.00	
			<u>190,000.00</u>
CLIN 0017AD	KN	0.00	
CLIN 0017AD	KS	0.00	
			<u>0.00</u>
CLIN 0017AE	LL	173,798.00	
			<u>173,798.00</u>
CLIN 0017AH	KT	173,798.00	
			<u>173,798.00</u>
CLIN 0020AA	KN	0.00	
CLIN 0020AA	KQ	26,660.00	
			<u>26,660.00</u>
CLIN 0021AA	KW	0.00	
			<u>0.00</u>
CLIN 0021AB	KV	0.00	
CLIN 0021AB	LB	0.00	
CLIN 0021AB	KX	0.00	
CLIN 0021AB	KY	0.00	
			<u>0.00</u>
CLIN 0021AC	KZ	0.00	
CLIN 0021AC	LA	0.00	

002522

			<u>0.00</u>
CLIN 0022	KW	0.00	<u>0.00</u>
CLIN 0023	KX	60,000.00	
CLIN 0023	KY	25,000.00	
CLIN 0023	KV	65,000.00	
CLIN 0023	LB	12,500.00	
CLIN 0023	LF	10,000.00	
CLIN 0023	LR	\$125,000.00	
			<u>297,500.00</u>
CLIN 0024	LA	13,508.00	
CLIN 0024	LG	62,000.00	
CLIN 0024	KZ	25,000.00	
CLIN 0024	KW	20,000.00	
CLIN 0024	LP	83,200.00	
			<u>203,708.00</u>
CLIN 0025	LE	1,173,850.00	
CLIN 0025	LM	1,080,404.00	
CLIN 0025	MA	0.00	
			<u>2,254,254.00</u>
CLIN 0026	LN	630,061.00	
			<u>630,061.00</u>
CLIN 0027	LZ	1,751,384.00	
			<u>1,751,384.00</u>
CLIN 0028	LM	329,972.00	
CLIN 0028	MA	2,982,442.00	
CLIN 0028	MG	6,262,095.00	
CLIN 0028	MU	\$7,864,499	
			<u>17,439,008.00</u>
CLIN 003001*	MX	\$52,974,283.00	
CLIN003002*	MX	\$719,132.00	
CLIN 000303*	MX	\$5,747.00	

002523

**\* CLIN 0030 has been established for the sole purpose of obligating GFEBS funding for performance of SubCLIN 0017AA. Informational SubCLINs under CLIN 0030 will be established each time additional GFEBS funding is obligated. For purposes of this funding update, funding obligated under CLIN 0030 will also be reflected under SubCLIN 0017AA and should not be counted twice with regards to the total contract funding obligated.**

**(End of Summary of Changes)**

002524

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE	PAGE OF PAGES	
				V	1	10
2. AMENDMENT/MODIFICATION NO. P00256		3. EFFECTIVE DATE 19-Jun-2012	4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (if applicable)	
6. ISSUED BY USASMD CARSTRAT SMDC-RDC PO BOX 1800 HUNTSVILLE AL 35807-3801		CODE WB113M	7. ADMINISTERED BY (If other than item 6) DCMA RAYTHEON 50 APPLE HILL DRIVE M/S T2FR2 TEWKSBURY MA 01678		CODE S2205A	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) RAYTHEON COMPANY 360 LOWELL ST. ANDOVER MA 01810-4400				9A. AMENDMENT OF SOLICITATION NO.		
				9B. DATED (SEE ITEM 11)		
				X	10A. MOD. OF CONTRACT/ORDER NO. DASG80-98-C-0001	
				X	10B. DATED (SEE ITEM 13) 30-Jan-1998	
CODE 05716		FACILITY CODE				
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS						
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.						
12. ACCOUNTING AND APPROPRIATION DATA (If required) <b>See Schedule</b>						
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.						
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.						
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).						
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:						
X D. OTHER (Specify type of modification and authority) UNILATERAL: FAR 52.232-22, "Limitation of Funds"						
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.						
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: [REDACTED] To provide incremental funding in the amount of \$16,000,000. (b)(6)						
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remain unchanged and in full force and effect. (b)(6)						
A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)		
[REDACTED]				[REDACTED] (b)(6)		
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED		16B. NUMBER OF COPIES OF CONTRACT		16C. DATE SIGNED
(Signature of person authorized to sign)				[REDACTED]		9-Jun-2012 (b)(6)
				(Signature of Contracting Officer)		

EXCEPTION TO SF 30  
APPROVED BY OIRM 11-84

30-105-04

002525

STANDARD FORM 30 (Rev. 10-83)  
Prescribed by GSA  
FAR (48 CFR) 53.243

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

1. SECTION B - SUPPLIES OR SERVICES AND PRICES

CLIN 0030

The total cost of this line item has increased by \$16,000,000.00 from \$53,699,162.00 to \$69,699,162.00.\*

\* As stated in Modification P00251, CLIN 0030 has been established for the sole purpose of obligating GFEBs funding for performance of SubCLIN 0017AA. The value of CLIN 0030 equates to the amount of GFEBs funding obligated for performance of SubCLIN 0017AA and should not be considered additional contract value. Informational SubCLINs under CLIN 0030 will be established each time additional GFEBs funding is obligated. CLIN 0030 and its SubCLINs will not be segregated from SubCLIN 0017AA, identified, accounted for, invoiced, analyzed, or reported separately from SubCLIN 0017, including EVMS. All scope remains under SubCLIN 0017AA with associated incentive events and flat zones.

SUBCLIN 003004 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
003004	GFEBs Funding for SubCLIN 0017AA CPIF FOB: Destination				
	ACRN MX CIN: GFEBs001019081700030				\$16,000,000.00

2. SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by \$16,000,000.00 from \$1,877,711,758.63 to \$1,893,711,758.63.

SUBCLIN 003004:

Funding on SUBCLIN 003004 is initiated as follows:

ACRN: MX

CIN: GFEBs001019081700030

Acctng Data: 02120122013204000001171722550030003242A.0000013.1.1 6100.9000021001

Increase: \$16,000,000.00

Total: \$16,000,000.00

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Cost Code: A5XFJ

Target Cost, Target Fee, and total for the above increase of [REDACTED] is distributed as follows and includes an increase in target cost of [REDACTED] of cost and \$ [REDACTED] of facilities capital cost of money) and an increase in target fee of \$ [REDACTED]

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

Target Cost	[REDACTED]
Target Fee	[REDACTED]
Total	\$16,000,000

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

IMPLEMENTATION OF AND EXPLANATION OF THE RELATIONSHIP OF THE LIMITATION OF FUNDS (LOF) CLAUSE TO FEE OBLIGATIONS, subparagraph c., is revised to read as follows:

SUBCLIN 0017AA :

	<u>PRIOR</u>	<u>THIS MODIFICATION</u>	<u>CUMULATIVE TOTAL*</u>
(1) Amount Required for Full Funding, Including Fee:	\$1,683,179,862	\$ 0	\$ 1,683,179,862
(2) Amount Allotted Under the LOF Clause for Payment of Costs:	[REDACTED]	[REDACTED]	[REDACTED]
(3) Amount Separately Obligated for Payment of Fee:	\$ [REDACTED]	[REDACTED]	\$ [REDACTED]
(4) Total Amount Allotted and Obligated:	\$1,644,509,068.27	\$16,000,000	\$1,660,509,068.27
(5) Net Amount Required for Full Funding	\$ 38,670,793.73	(\$16,000,000)	\$ 22,670,793.73

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

\* These figures take into consideration the negotiated total value of SubCLIN 0017AA (This does not include SubCLIN 17AH)

3. The following is an update to Modification P00255 showing a summary of funding by ACRN through Modification P00256:

<u>ACRN</u>	<u>FUNDING</u>
AA	440,100.00
AB	2,298,235.00
AC	17,832,987.00
AD	0.00
AE	7,500,000.00
AF	3,300,000.00
AG	17,192,400.00
AH	700,000.00
AJ	200,000.00
AK	85,000.00
AL	45,000.00
AM	17,045,000.00
AN	5,800.00
AP	20,779,000.00
AQ	105,000.00

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AR	35,000.00
AS	0.00
AT	6,984,678.52
AU	7,970,000.00
AV	0.00
AW	100,000.00
AX	3,396,000.00
AY	550,000.00
AZ	19,412,000.00
BA	24,527,878.00
BB	146,000.00
BC	72,000.00
BD	85,000.00
BE	100,000.00
BF	100,000.00
BG	1,975,321.00
BH	38,018,908.00
BJ	7,896,673.34
BK	260,000.00
BL	0.00
BM	125,000.00
BN	103,000.00
BP	10,199,288.50
BU	350,000.00
BV	9,000.00
BW	84,896,852.00
BX	1,146,000.00
BY	3,880,000.00
BZ	190,000.00
KL	118,250.00
KM	192,793,000.00
KN	0.00
KQ	92,811.00
KR	0.00
KS	0.00
KT	386,377,998.00
KU	2,203,183.00
KV	65,000.00
KW	20,000.00
KX	60,000.00
KY	25,000.00
KZ	25,000.00
LA	13,508.00
LB	12,500.00
LC	200,000.00
LD	7,943,648.00
LE	1,173,850.00
LF	10,000.00
LG	62,000.00
LH	400,000.00

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LJ	7,476.00
LK	\$281,575,897.00
LL	\$173,798.00
LM	\$1,410,376.00
LN	\$630,061.00
LP	\$83,200.00
LQ	\$235,566.00
LR	\$125,000.00
LS	\$6,069,616.00
LT	\$530,377.00
LU	\$9,100,000.00
LV	\$1,957,265.00
LW	\$255,567.00
LX	\$68,000.00
LY	\$264,807,424.52
LZ	\$1,751,384.00
MA	\$2,982,442.00
MB	\$375,000.00
MC	\$2,283,481.00
MD	\$8,573.00
ME	\$0.00
MF	\$270,514,880.00
MG	\$6,262,095.00
MH	\$213,390.00
MJ	\$858,495.00
MK	\$56,076.00
ML	\$116,044.00
MM	\$1,618,600.00
MN	\$2,573,000.00
MP	\$250,000.00
MQ	\$691,421.00
MR	\$0.00
MS	\$700,000.00
MT	\$16,289,524.00
MU	\$7,864,499.00
MV	\$39,921,199.75
MW	\$10,000,000.00
MX	\$69,699,162.00

4. The following is an update to Modification P00255 showing a summary of funding by CLIN by ACRN through Modification P00256:

<u>CLIN</u>	<u>ACRN</u>	<u>FUNDING AMT</u>	<u>CLIN TOTAL</u>
CLIN 0001	AA	440,100.00	
CLIN 0001	AD	0.00	
			440,100.00
CLIN 0003	AB	2,298,235.00	

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CLIN 0003	AC	17,832,987.00
CLIN 0003	AD	0.00
CLIN 0003	AE	7,500,000.00
CLIN 0003	AF	3,300,000.00
CLIN 0003	AG	17,192,400.00
CLIN 0003	AH	700,000.00
CLIN 0003	AM	17,045,000.00
CLIN 0003	AN	5,800.00
CLIN 0003	AP	20,779,000.00
CLIN 0003	AS	0.00
CLIN 0003	AT	6,984,678.52
CLIN 0003	AW	100,000.00
CLIN 0003	AY	550,000.00
		<u>94,288,100.52</u>
CLIN 0005	BA	24,527,878.00
CLIN 0005	BB	146,000.00
CLIN 0005	BC	72,000.00
CLIN 0005	BD	85,000.00
CLIN 0005	BE	100,000.00
CLIN 0005	BF	100,000.00
CLIN 0005	BG	1,975,321.00
CLIN 0005	BH	38,018,908.00
CLIN 0005	BL	0.00
CLIN 0005	BZ	0.00
		<u>65,025,107.00</u>
CLIN 0007AA	BP	10,199,288.50
		<u>10,199,288.50</u>
CLIN 0009AA	AQ	45,106.00
CLIN 0009AA	AV	0.00
CLIN 0009AA	BK	256,545.00
CLIN 0009AA	BM	125,000.00
CLIN 0009AA	BN	21,315.00
		<u>447,966.00</u>
CLIN 0009AB	AJ	200,000.00
CLIN 0009AB	AK	85,000.00
CLIN 0009AB	AL	45,000.00
CLIN 0009AB	AQ	59,894.00
CLIN 0009AB	AR	35,000.00
CLIN 0009AB	BK	3,455.00
CLIN 0009AB	BN	81,685.00
CLIN 0009AB	BU	350,000.00
CLIN 0009AB	BV	9,000.00
		<u>869,034.00</u>

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CLIN 0013	AU	7,970,000.00	
CLIN 0013	AX	3,396,000.00	
CLIN 0013	AY	0.00	
CLIN 0013	AZ	19,412,000.00	
CLIN 0013	BJ	7,896,673.34	
			<u>38,674,673.34</u>
CLIN 0017	BW	0.00	
CLIN 0017	KM	0.00	
			<u>0.00</u>
CLIN 0017AA	BY	3,880,000.00	
CLIN 0017AA	BX	1,146,000.00	
CLIN 0017AA	BW	84,896,852.00	
CLIN 0017AA	BZ	0.00	
CLIN 0017AA	KM	192,793,000.00	
CLIN 0017AA	KN	0.00	
CLIN 0017AA	KQ	66,151.00	
CLIN 0017AA	KS	0.00	
CLIN 0017AA	KT	386,204,200.00	
CLIN 0017AA	KU	2,203,183.00	
CLIN 0017AA	KY	0.00	
CLIN 0017AA	LC	200,000.00	
CLIN 0017AA	LD	7,943,648.00	
CLIN 0017AA	LE	0.00	
CLIN 0017AA	LH	400,000.00	
CLIN 0017AA	LJ	7,476.00	
CLIN 0017AA	LK	281,575,897.00	
CLIN 0017AA	LQ	235,566.00	
CLIN 0017AA	LS	6,069,616.00	
CLIN 0017AA	LT	530,377.00	
CLIN 0017AA	LU	\$9,100,000.00	
CLIN 0017AA	LV	\$1,957,265.00	
CLIN 0017AA	LW	\$255,567.00	
CLIN 0017AA	LX	\$68,000.00	
CLIN 0017AA	LY	\$264,807,424.52	
CLIN 0017AA	MB	\$375,000.00	
CLIN 0017AA	MC	\$2,283,481.00	
CLIN 0017AA	MD	\$8,573.00	
CLIN 0017AA	ME	\$0.00	
CLIN 0017AA	MF	\$270,514,880.00	
CLIN 0017AA	MH	\$213,390.00	
CLIN 0017AA	MJ	\$858,495.00	
CLIN 0017AA	MK	\$56,076.00	

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CLIN 0017AA	ML	\$116,044.00	
CLIN 0017AA	MM	\$1,618,600.00	
CLIN 0017AA	MN	\$2,573,000.00	
CLIN 0017AA	MP	\$250,000.00	
CLIN 0017AA	MQ	\$691,421.00	
CLIN 0017AA	MR	\$0.00	
CLIN 0017AA	MS	\$700,000.00	
CLIN 0017AA	MT	\$16,289,524.00	
CLIN 0017AA	MV	\$39,921,199.75	
CLIN 0017AA	MW	\$10,000,000.00	
CLIN 0017AA	MX	\$69,699,162.00	
			<u>1,660,509,068.27</u>
CLIN 0017AB	KL	118,250.00	
			<u>118,250.00</u>
CLIN 0017AC	BZ	190,000.00	
			<u>190,000.00</u>
CLIN 0017AD	KN	0.00	
CLIN 0017AD	KS	0.00	
			<u>0.00</u>
CLIN 0017AE	LL	173,798.00	
			<u>173,798.00</u>
CLIN 0017AH	KT	173,798.00	
			<u>173,798.00</u>
CLIN 0020AA	KN	0.00	
CLIN 0020AA	KQ	26,660.00	
			<u>26,660.00</u>
CLIN 0021AA	KW	0.00	
			<u>0.00</u>
CLIN 0021AB	KV	0.00	
CLIN 0021AB	LB	0.00	
CLIN 0021AB	KX	0.00	
CLIN 0021AB	KY	0.00	
			<u>0.00</u>

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CLIN 0021AC	KZ	0.00	
CLIN 0021AC	LA	0.00	
			<u>0.00</u>
CLIN 0022	KW	0.00	
			<u>0.00</u>
CLIN 0023	KX	60,000.00	
CLIN 0023	KY	25,000.00	
CLIN 0023	KV	65,000.00	
CLIN 0023	LB	12,500.00	
CLIN 0023	LF	10,000.00	
CLIN 0023	LR	\$125,000.00	
			<u>297,500.00</u>
CLIN 0024	LA	13,508.00	
CLIN 0024	LG	62,000.00	
CLIN 0024	KZ	25,000.00	
CLIN 0024	KW	20,000.00	
CLIN 0024	LP	83,200.00	
			<u>203,708.00</u>
CLIN 0025	LE	1,173,850.00	
CLIN 0025	LM	1,080,404.00	
CLIN 0025	MA	0.00	
			<u>2,254,254.00</u>
CLIN 0026	LN	630,061.00	
			<u>630,061.00</u>
CLIN 0027	LZ	1,751,384.00	
			<u>1,751,384.00</u>
CLIN 0028	LM	329,972.00	
CLIN 0028	MA	2,982,442.00	
CLIN 0028	MG	6,262,095.00	
CLIN 0028	MU	\$7,864,499	
			<u>17,439,008.00</u>
CLIN 003001*	MX	\$52,974,283.00	
CLIN003002*	MX	\$719,132.00	
CLIN 000303*	MX	\$5,747.00	
CLIN 000304*	MX	\$16,000,000.00	
			<u>69,699,162.00</u>

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\* CLIN 0030 has been established for the sole purpose of obligating GFEBS funding for performance of SubCLIN 0017AA. Informational SubCLINs under CLIN 0030 will be established each time additional GFEBS funding is obligated. For purposes of this funding update, funding obligated under CLIN 0030 will also be reflected under SubCLIN 0017AA and should not be counted twice with regards to the total contract funding obligated.

(End of Summary of Changes)

002534

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE V	PAGE OF PAGES 1   18
2. AMENDMENT/MODIFICATION NO. <b>P00257</b>		3. EFFECTIVE DATE <b>16 AUG 12</b>		4. REQUISITION/PURCHASE REQ. NO.	
6. ISSUED BY USAMDCMSTRAT 8200-RDC PO BOX 280 HUNTSVILLE AL 35897-2801		CODE WD113M	7. ADMINISTERED BY (If other than item 6) DCMA RAYTHEON 50 APPLE HILL DRIVE MILITARY TERMSBURRY MA 01878		CODE S2206A
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) RAYTHEON COMPANY 390 LOWELL ST. ANDOVER MA 01810-4400				9A. AMENDMENT OF SOLICITATION NO.	
				9B. DATED (SEE ITEM 11)	
				X 10A. MOD. OF CONTRACT/ORDER NO. DA360-98-C-0001	
				X 10B. DATED (SEE ITEM 13) 30-Jan-1998	
CODE 05718		FACILITY CODE			
<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
<b>12. ACCOUNTING AND APPROPRIATION DATA (If required)</b> See Schedule					
<b>13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT ORDERS IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.</b>					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).					
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.232-22, Limitation of Funds and FAR 43.103(a)(3), Mutual Agreement					
D. OTHER (Specify type of modification and authority)					
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.					
<b>14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)</b> Modification Control Number: <span style="background-color: black; color: black;">[REDACTED]</span> To provide incremental funding in the amount of \$16,000,000; to revise Section H-19, INCENTIVE FEE STRUCTURE AND PAYMENT FOR CLIN 0017, SYSTEM DEVELOPMENT AND DEMONSTRATION (SDD) to modify the flat spot incentive criteria to defer one performance criteria from the Integrated Fire Control (IFC) event to the Functional Configuration Audit (FCA) #1 event and to add additional flat spot incentive criteria to increase the flat spot incentive opportunity in the future; and to revise Section J to include the revised flat spot incentive criteria and a revision to Contract Data Requirements List (CDRL) 8004. All other terms and conditions remain unchanged.					
Except as provided herein, all terms and conditions of this document referenced in item 9A or 10A, as herein first changed, remain unchanged and in full force and effect.					
15A. NAME AND TITLE OF CONTRACTING OFFICER			16A. NAME AND TITLE OF CONTRACTOR		
15B. SIGNATURE OF CONTRACTING OFFICER			16B. SIGNATURE OF CONTRACTOR		
15C. DATE SIGNED <b>8/16/2012</b>		16C. DATE SIGNED <b>16 Aug 12</b>			

EXCEPTION TO SF 30  
APPROVED BY OIRM 11-84

30-105-04

STANDARD FORM 30 (Rev. 10-83)  
Prescribed by GSA  
FAR (48 CFR) 53.243

002535

(b)(6)  
(b)(6)  
(b)(6)

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

**SUMMARY OF CHANGES**

1. SECTION B - SUPPLIES OR SERVICES AND PRICES

CLIN 0030

The total cost of this line item has increased by \$16,000,000.00 from \$69,699,162.00 to \$85,699,162.00.\*

\* As stated in Modification P00251, CLIN 0030 has been established for the sole purpose of obligating GFEBs funding for performance of SubCLIN 0017AA. The value of CLIN 0030 equates to the amount of GFEBs funding obligated for performance of SubCLIN 0017AA and should not be considered additional contract value. Informational SubCLINs under CLIN 0030 will be established each time additional GFEBs funding is obligated. CLIN 0030 and its SubCLINs will not be segregated from SubCLIN 0017AA, identified, accounted for, invoiced, analyzed, or reported separately from SubCLIN 0017, including EVMS. All scope remains under SubCLIN 0017AA with associated incentive events and flat zones.

SUBCLIN 003005 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
003005	GFEBs Funding for SubCLIN 0017AA CPIF FOB: Destination				
	ACRN MX CIN: GFEBs001015913300030				\$16,000,000.00

2. SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by \$16,000,000.00 from \$1,893,711,758.63 to \$1,909,711,758.63.

SUBCLIN 003005:

Funding on SUBCLIN 003005 is initiated as follows:

ACRN: MX

CIN: GFEBs001015913300030

Acctng Data: 02120122013204000001171722550030003242A.0000013.1.1 6100.9000021001

Increase: \$16,000,000.00

Total: \$16,000,000.00

002536

Cost Code: A5XFJ

Target Cost, Target Fee, and total for the above increase of [REDACTED] is distributed as follows and includes an increase in target cost of [REDACTED] of cost and [REDACTED] facilities capital cost of money) and an increase in target fee of [REDACTED]

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

Target Cost	[REDACTED]
Target Fee	[REDACTED]
Total	\$16,000,000

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

IMPLEMENTATION OF AND EXPLANATION OF THE RELATIONSHIP OF THE LIMITATION OF FUNDS (LOF) CLAUSE TO FEE OBLIGATIONS, subparagraph c., is revised to read as follows:

SUBCLIN 0017AA :

	<u>PRIOR</u>	<u>THIS MODIFICATION</u>	<u>CUMULATIVE TOTAL*</u>
(1) Amount Required for Full Funding, Including Fee:	\$1,683,179,862	\$ 0	\$ 1,683,179,862
(2) Amount Allotted Under the LOF Clause for Payment of Costs:	[REDACTED]	[REDACTED]	[REDACTED] (b)(4)
(3) Amount Separately Obligated for Payment of Fee:	[REDACTED]	[REDACTED]	[REDACTED] (b)(4)
(4) Total Amount Allotted and Obligated:	\$1,660,509,068.27	\$16,000,000	\$1,676,509,068.27
(5) Net Amount Required for Full Funding	\$ 22,670,793.73	(\$16,000,000)	\$ 6,670,793.73

\* These figures take into consideration the negotiated total value of SubCLIN 0017AA (This does not include SubCLIN 17AH)

3. SECTION H – SPECIAL CONTRACT REQUIREMENTS is revised as follows:

Paragraph H-19, INCENTIVE FEE STRUCTURE AND PAYMENT FOR CLIN 0017, SYSTEM DEVELOPMENT AND DEMONSTRATION (SDD), subparagraph c., is revised as follows:

c. Schedule and Performance Incentive.

(1) A maximum [REDACTED] "flat zone" will be established at the estimated cost value of [REDACTED] with the conduct of milestones below. The "flat zone" over which the contractor will earn target fee is for eligible costs from [REDACTED] to [REDACTED] once the program milestones set forth below are conducted. (Note: As of the effective date of Modification P00257, only [REDACTED] of the maximum [REDACTED] "flat zone" has been acknowledged as earned.) (b)(4)

(a) [REDACTED], [REDACTED] of the maximum benefit of the "flat zone", earned by the conduct of the SDD System Functional Review NLT 2nd Quarter, Fiscal Year 2007. (It is hereby acknowledged by the government that Raytheon completed the requirement for this flat zone and earned the "Flat Zone" schedule incentive of [REDACTED]. Final determination of incentive fee payment utilizing the "Flat Zone" amount will be made at the conclusion of the contract. Reference letter, dated 5 March 2007 from [REDACTED] [REDACTED]) (b)(4)

(b)(6)  
(b)(6)

(b) [REDACTED], [REDACTED] of the maximum benefit of the "flat zone", earned by the conduct of SDD Orbit Critical Design review NLT 2nd Quarter, Fiscal Year 2009. (It is hereby acknowledged by the government that Raytheon completed the requirement for this flat zone and earned the "Flat Zone" schedule incentive of [REDACTED]. Final determination of incentive fee payment utilizing the "Flat Zone" amount will be made at the conclusion of the

(b)(6)  
(b)(6)

002537

contract. Reference letter, dated 12 January 2009, from [REDACTED]

(b)(6)  
(b)(6)

(c) [REDACTED] of the maximum benefit of the "flat zone", earned by the conduct of the Developmental Test 1 (DT-1) in accordance with the criteria set forth in Section J attachment entitled Flat Zone Performance Criteria for JLENS SDD Contract, Section H-19(c), dated 08/10/12. (It is hereby acknowledged by the government that Raytheon completed the requirement for this flat zone and earned a "Flat Zone" schedule incentive of \$[REDACTED] or [REDACTED] of the available [REDACTED]. Final determination of incentive fee payment utilizing the "Flat Zone" amount will be made at the conclusion of the contract.)

(b)(4)

(b)(4)

(d) [REDACTED] of the maximum benefit of the "flat zone", earned by the conduct of the Electromagnetic Environmental Effects (E3) Testing in accordance with the criteria set forth in Section J attachment entitled Flat Zone Performance Criteria for JLENS SDD Contract, Section H-19(c), dated 08/10/12.

(b)(4)

(e) [REDACTED] of the maximum benefit of the "flat zone", earned by the conduct of the Integrated Fire Control Event in accordance with the criteria set forth in Section J attachment entitled Flat Zone Performance Criteria for JLENS SDD Contract, Section H-19(c), dated 08/10/12. (It is hereby acknowledged by the government that Raytheon completed the requirement for this flat zone and earned a "Flat Zone" schedule incentive of [REDACTED] or [REDACTED] of the available \$[REDACTED]. \* Final determination of incentive fee payment utilizing the "Flat Zone" amount will be made at the conclusion of the contract.) \*NOTE: The potential has been decreased from [REDACTED] to [REDACTED] due to movement of the [REDACTED] incentive for [REDACTED]

(b)(4)

(b)(4)

(b)(4)

(b)(3)(A)  
(i)&Title 10 Sec 130 (a)(b)

(f) [REDACTED] \* [REDACTED] of the maximum benefit of the "flat zone", earned by the conduct of the Functional Configuration Audit (FCA) #1 in accordance with the criteria set forth in Section J attachment entitled Flat Zone Performance Criteria for JLENS SDD Contract, Section H-19(c), dated 08/10/12. \*Note: The potential has been increased from \$[REDACTED] to \$[REDACTED] due to movement of the \$[REDACTED] incentive for [REDACTED]

(b)(3)(A)

(i)&Title

10 Sec 130

(a)(b)

(b)(4)

(b)(4)

(g) [REDACTED] of the maximum benefit of the "flat zone", earned by the conduct of Developmental Test 2 (DT-2) in accordance with the criteria set forth in Section J attachment entitled Flat Zone Performance Criteria for JLENS SDD Contract, Section H-19(c), dated 08/10/12. \*

(b)(3)(A)

(i)&Title

10 Sec 130

(a)(b)

(b)(4)

(h) [REDACTED] of the maximum benefit of the "flat zone", earned by the conduct of the Early User Test (previously defined as Limited User Test) in accordance with the criteria set forth in Section J attachment entitled Flat Zone Performance Criteria for JLENS SDD Contract, Section H-19(c), dated 08/10/12. \*

(b)(4)

(i) [REDACTED] of the maximum benefit of the "flat zone", earned by the conduct of the Final Functional Configuration Audit (FCA) in accordance with the criteria set forth in Section J attachment entitled Flat Zone Performance Criteria for JLENS SDD Contract, Section H-19(c), dated 08/10/12. \*

(b)(4)

\* These additional incentives are added to the contract contingent upon agreement to a pending contract ceiling increase. Should the parties not be able to reach agreement on such increase, the Government reserves the right to rescind the incentives.

(3) For Earned Value and cost reporting purposes, the estimated cost value of [REDACTED] will be used.

(b)(4)

d. Changes issued under FAR 52.243-2, Changes - Cost Reimbursement

In the event of a change issued under FAR 52.243-2, Changes - Cost Reimbursement, it is agreed that changes to the performance and schedule incentive may be considered a part of the equitable adjustment. In the event that any Options to CLIN 0017 are added and exercised, the incentive fee for cost and schedule/performance applicable to

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the Option will be incorporated in accordance with the incentive fee structure of this provision.

4. SECTION J - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

The following has been revised:

<u>TITLE</u>	<u>DATE</u>	<u># OF PAGES</u>	
Contract Security Classification Specification (DD Form 254), Revision 13 (Added per Modification P00235)	14 Apr 11	13	
JLENS Software Source Code Specifically Negotiated License, License Number JLENS-SWLA-01 (Added per Modification P00166)	04 Sep 08	8	
<u>CLIN 0017:</u> JLENS System Development and Demonstration (SDD) Program Statement of Work (Revised by Incorporating CSDR Plans dated 20 Febr 2007 in Appendix C per Modification P00136)	30 Nov 06 - Revised 20 Feb 07	37	
JLENS System Development and Demonstration (SDD) Program Statement of Work (Added per Modification P00187)	Revised 06 Apr 09	38	
JLENS System Development and Demonstration (SDD) Program Statement of Work, Revision 2 (Added per Modification P00207)	Revised 09 Mar 10	36	
JLENS System Development and Demonstration (SDD) Program Statement of Work, Revision 3 (Added per Modification P00239)	Revised 01 Sep 11	36	
JLENS System Development and Demonstration (SDD) Program Statement of Work (Added per Modification P00240)	Revised 26 Sep 11	36	
	March 08	1	(b)(3)(A)(i)&Title 10 Sec 130 (a)(b)
Contract Data Requirements List (DD Form 1423) Exhibit A with Distribution List & Data Item Nos. B001 through B062 (Replace Data Item Nos. B026 and B027, only Per Modification P00136)	01 Dec 06	63	
(Replace Data Item Nos. B048 and B049, only Per Modification P00143 & to add statement in Section A of Modification P00143)	Revised 05 Apr 07		
(Replace Data Item No. B033 only, per Modification P00161)	Revised 24 Oct 07		
	Revised 11 Jul 08	1	
Contract Data Requirements List (DD Form 1423) Exhibit A, Data Item Nos. B001 and B014 (Added per Modification P00187)	Revised 07 May 09	2	

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Contract Data Requirements List (DD Form 1423) Exhibit A, Data Item Nos. B002 through B062 (less B014 ) (Added per Modification P00187)	Revised 20 Mar 09	60
Contract Data Requirements List (DD Form 1423) Exhibit A, Data Item Nos. B001 and B014 (Added per Modification P00239)	Revised 30 Aug 11	2
<b>Contract Data Requirements List (DD Form 1423) Exhibit A, Data Item Nos. B004 (Added per Modification P00257)</b>	<b>Revised 31 Jul 12</b>	<b>1</b>

\*Added statement below to address weekends/Holidays: 24 October 07  
(In Mod P00143)

\*Per a mutual agreement between Raytheon and JLENS Product Office all Contract Data Requirements List (CDRL's) (DD Form 1423) are due on the next business day after the required due date if the due date falls on Saturday, Sunday or a Government Holiday. In addition, for any CDRL with a requirement to resubmit within 10 days or less after receipt of comments, where Raytheon receives the comments on a Friday, the timeframe for resubmittal will begin on the next business day. Statement added in Mod P00143 on 24 Oct. 2007.

GFE/GFP/GFS List for SDD	28 Nov 06	2
Replaced with Rev. B List	15 Oct 07	6
**Add items below	Revised 22 Oct 07	
For record-keeping purposes (Per Mod P00143)		
Replaced with Revision C List (Per Modification P00183)	09 Mar 09	12
Replaced with Revision D List (Per Modification P00207)	23 Feb 10	11

(b)(3)(A)  
(i)&Title  
10 Sec 130  
(a)(b)

\*\*Per the [REDACTED] Raytheon is authorized rent free use on a non-interference use of the equipment listed below for utilization on JLENS Fire Control Radar Prime Contract DASG60-98-C-0001 for the period from 19 April 2007 through 30 September 2011.

[REDACTED]

(b)(3)(A)(i)&Title 10  
Sec 130 (a)(b)

[REDACTED]

(b)(3)(A)  
(i)&Title  
10 Sec 130

[REDACTED]

a)(b)

Hereby added in Mod P00148 for tracking purposes:

Originated in Basic Contract:		
Government Furnished Equipment - Spiral 1	20 Jun 03	1 List
(Spiral 1 Equipment Transferred to Government)	25 Mar 07*	34 pages

002540

Contract DASG60-00-C-0091, DD Form 1149 (attached)

(Revised 21 Nov 07)\* 34 pages

(b)(6)

Ship to address:

(b)(3)(A)(i)&Title  
10 Sec 130 (a)(b)

\*NOTE: Items 1-1060 transferred to Contract DASG60-00-C-0091 per revised GFE list dated 21 Nov 07. Items 1061 – 1116 GFE items retained on Contract DASG60-98-C-0001 for Spiral 2 per GFE list dated 25 Mar 07.

JLENS Performance Specification, MIS-PRF-55628, Revision A (Added by reference per Modification P00168)	27 Jun 08	136
Annex A to the JLENS Performance Specification, MIS-PRF-55628, Revision A (Added by reference per Modification P00168)	27 Jun 08	10
JLENS SDD DD250 Plan (Added per Modification P00207)	11 Dec 09	5
Engineering Change Proposal (ECP) MI-N3893, Revision 2, CDRL B039-005b	15 Nov 10	15
Engineering Change Proposal (ECP) MI-N3894, CDRL B039-006	18 Aug 10	16
Engineering Change Proposal (ECP) MI-N3895, CDRL B039-007	28 Sep 10	50
Engineering Change Proposal (ECP) JL1359 (Added per Modification P00240)	20 Jun 11	7
Flat Zone Performance Criteria for JLENS SDD Contract, Section H-19(c) (Added per Modification P00242)	01 Nov 11	4
<b>Revised Flat Zone Performance Criteria for JLENS SDD Contract, Section H-19(c) (Added per Modification P00257)</b>	<b>10 Aug 12</b>	<b>7</b>
Test Spares List (Added per Modification P00247)	Undated	8
<u>CLINs 0023 and 0024</u> JLENS Simulation Support SOW dated 28 January 2008 Simulation Support Tasks (Added per Mod P00160)	28 January 2008	2
<u>CLIN 0025</u> JLENS Integrated Fire Control Demonstration Program	14 Sep 09	3

(b)(3)(A)  
(i)&Title 10 Sec  
130 (a)(b)

002541

Statement of Work, Revision 5  
(Added per Modification P00211)

JLENS Integrated Fire Control Demonstration Program Program and Technical Clarification Description, incorporated herein by reference (Added per Modification P00211)	30 Mar 10	26
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Contract Data Requirements List (DD Form 1423) Exhibit B, Data Items Nos. B001 through B004, with Data Item Descriptions (Added per Modification P00165)	16 Oct 07	19
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Contract Data Requirements List (DD Form 1423), CLIN 0028, Exhibit B, Data Item Nos. B001 through B006 (Added per Modification P00211)	16 Jun 10	6
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CLIN 0027

JLENS System Integration Lab (SIL) Equipment List (Added per Modification P00196)	Undated	6
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Revision to System Integration Lab (SIL) Equipment List (Added per Modification P00217)	02 Aug 10	6
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5. The following is an update to Modification P00256 showing a summary of funding by ACRN through Modification P00257:

<u>ACRN</u>	<u>FUNDING</u>
AA	440,100.00
AB	2,298,235.00
AC	17,832,987.00
AD	0.00
AE	7,500,000.00
AF	3,300,000.00
AG	17,192,400.00
AH	700,000.00
AJ	200,000.00
AK	85,000.00
AL	45,000.00
AM	17,045,000.00
AN	5,800.00
AP	20,779,000.00
AQ	105,000.00
AR	35,000.00
AS	0.00
AT	6,984,678.52
AU	7,970,000.00

00254a

AV	0.00
AW	100,000.00
AX	3,396,000.00
AY	550,000.00
AZ	19,412,000.00
BA	24,527,878.00
BB	146,000.00
BC	72,000.00
BD	85,000.00
BE	100,000.00
BF	100,000.00
BG	1,975,321.00
BH	38,018,908.00
BJ	7,896,673.34
BK	260,000.00
BL	0.00
BM	125,000.00
BN	103,000.00
BP	10,199,288.50
BU	350,000.00
BV	9,000.00
BW	84,896,852.00
BX	1,146,000.00
BY	3,880,000.00
BZ	190,000.00
KL	118,250.00
KM	192,793,000.00
KN	0.00
KQ	92,811.00
KR	0.00
KS	0.00
KT	386,377,998.00
KU	2,203,183.00
KV	65,000.00
KW	20,000.00
KX	60,000.00
KY	25,000.00
KZ	25,000.00
LA	13,508.00
LB	12,500.00
LC	200,000.00
LD	7,943,648.00
LE	1,173,850.00
LF	10,000.00
LG	62,000.00
LH	400,000.00
LJ	7,476.00
LK	\$281,575,897.00
LL	\$173,798.00
LM	\$1,410,376.00

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LN	\$630,061.00
LP	\$83,200.00
LQ	\$235,566.00
LR	\$125,000.00
LS	\$6,069,616.00
LT	\$530,377.00
LU	\$9,100,000.00
LV	\$1,957,265.00
LW	\$255,567.00
LX	\$68,000.00
LY	\$264,807,424.52
LZ	\$1,751,384.00
MA	\$2,982,442.00
MB	\$375,000.00
MC	\$2,283,481.00
MD	\$8,573.00
ME	\$0.00
MF	\$270,514,880.00
MG	\$6,262,095.00
MH	\$213,390.00
MJ	\$858,495.00
MK	\$56,076.00
ML	\$116,044.00
MM	\$1,618,600.00
MN	\$2,573,000.00
MP	\$250,000.00
MQ	\$691,421.00
MR	\$0.00
MS	\$700,000.00
MT	\$16,289,524.00
MU	\$7,864,499.00
MV	\$39,921,199.75
MW	\$10,000,000.00
MX	\$85,699,162.00

6. The following is an update to Modification P00256 showing a summary of funding by CLIN by ACRN through Modification P00257:

<u>CLIN</u>	<u>ACRN</u>	<u>FUNDING AMT</u>	<u>CLIN TOTAL</u>
CLIN 0001	AA	440,100.00	
CLIN 0001	AD	0.00	
			440,100.00
CLIN 0003	AB	2,298,235.00	
CLIN 0003	AC	17,832,987.00	
CLIN 0003	AD	0.00	
CLIN 0003	AE	7,500,000.00	
CLIN 0003	AF	3,300,000.00	

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CLIN 0003	AG	17,192,400.00	
CLIN 0003	AH	700,000.00	
CLIN 0003	AM	17,045,000.00	
CLIN 0003	AN	5,800.00	
CLIN 0003	AP	20,779,000.00	
CLIN 0003	AS	0.00	
CLIN 0003	AT	6,984,678.52	
CLIN 0003	AW	100,000.00	
CLIN 0003	AY	550,000.00	
			<u>94,288,100.52</u>
CLIN 0005	BA	24,527,878.00	
CLIN 0005	BB	146,000.00	
CLIN 0005	BC	72,000.00	
CLIN 0005	BD	85,000.00	
CLIN 0005	BE	100,000.00	
CLIN 0005	BF	100,000.00	
CLIN 0005	BG	1,975,321.00	
CLIN 0005	BH	38,018,908.00	
CLIN 0005	BL	0.00	
CLIN 0005	BZ	0.00	
			<u>65,025,107.00</u>
CLIN 0007AA	BP	10,199,288.50	
			<u>10,199,288.50</u>
CLIN 0009AA	AQ	45,106.00	
CLIN 0009AA	AV	0.00	
CLIN 0009AA	BK	256,545.00	
CLIN 0009AA	BM	125,000.00	
CLIN 0009AA	BN	21,315.00	
			<u>447,966.00</u>
CLIN 0009AB	AJ	200,000.00	
CLIN 0009AB	AK	85,000.00	
CLIN 0009AB	AL	45,000.00	
CLIN 0009AB	AQ	59,894.00	
CLIN 0009AB	AR	35,000.00	
CLIN 0009AB	BK	3,455.00	
CLIN 0009AB	BN	81,685.00	
CLIN 0009AB	BU	350,000.00	
CLIN 0009AB	BV	9,000.00	
			<u>869,034.00</u>
CLIN 0013	AU	7,970,000.00	
CLIN 0013	AX	3,396,000.00	
CLIN 0013	AY	0.00	

002545

CLIN 0013	AZ	19,412,000.00	
CLIN 0013	BJ	7,896,673.34	
			<u>38,674,673.34</u>
CLIN 0017	BW	0.00	
CLIN 0017	KM	0.00	
			<u>0.00</u>
CLIN 0017AA	BY	3,880,000.00	
CLIN 0017AA	BX	1,146,000.00	
CLIN 0017AA	BW	84,896,852.00	
CLIN 0017AA	BZ	0.00	
CLIN 0017AA	KM	192,793,000.00	
CLIN 0017AA	KN	0.00	
CLIN 0017AA	KQ	66,151.00	
CLIN 0017AA	KS	0.00	
CLIN 0017AA	KT	386,204,200.00	
CLIN 0017AA	KU	2,203,183.00	
CLIN 0017AA	KY	0.00	
CLIN 0017AA	LC	200,000.00	
CLIN 0017AA	LD	7,943,648.00	
CLIN 0017AA	LE	0.00	
CLIN 0017AA	LH	400,000.00	
CLIN 0017AA	LJ	7,476.00	
CLIN 0017AA	LK	281,575,897.00	
CLIN 0017AA	LQ	235,566.00	
CLIN 0017AA	LS	6,069,616.00	
CLIN 0017AA	LT	530,377.00	
CLIN 0017AA	LU	\$9,100,000.00	
CLIN 0017AA	LV	\$1,957,265.00	
CLIN 0017AA	LW	\$255,567.00	
CLIN 0017AA	LX	\$68,000.00	
CLIN 0017AA	LY	\$264,807,424.52	
CLIN 0017AA	MB	\$375,000.00	
CLIN 0017AA	MC	\$2,283,481.00	
CLIN 0017AA	MD	\$8,573.00	
CLIN 0017AA	ME	\$0.00	
CLIN 0017AA	MF	\$270,514,880.00	
CLIN 0017AA	MH	\$213,390.00	
CLIN 0017AA	MJ	\$858,495.00	
CLIN 0017AA	MK	\$56,076.00	
CLIN 0017AA	ML	\$116,044.00	
CLIN 0017AA	MM	\$1,618,600.00	
CLIN 0017AA	MN	\$2,573,000.00	
CLIN 0017AA	MP	\$250,000.00	

002546

CLIN 0017AA	MQ	\$691,421.00	
CLIN 0017AA	MR	\$0.00	
CLIN 0017AA	MS	\$700,000.00	
CLIN 0017AA	MT	\$16,289,524.00	
CLIN 0017AA	MV	\$39,921,199.75	
CLIN 0017AA	MW	\$10,000,000.00	
CLIN 0017AA	MX	\$85,699,162.00	
			<u>1,676,509,068.27</u>
CLIN 0017AB	KL	118,250.00	
			<u>118,250.00</u>
CLIN 0017AC	BZ	190,000.00	
			<u>190,000.00</u>
CLIN 0017AD	KN	0.00	
CLIN 0017AD	KS	0.00	
			<u>0.00</u>
CLIN 0017AE	LL	173,798.00	
			<u>173,798.00</u>
CLIN 0017AH	KT	173,798.00	
			<u>173,798.00</u>
CLIN 0020AA	KN	0.00	
CLIN 0020AA	KQ	26,660.00	
			<u>26,660.00</u>
CLIN 0021AA	KW	0.00	
			<u>0.00</u>
CLIN 0021AB	KV	0.00	
CLIN 0021AB	LB	0.00	
CLIN 0021AB	KX	0.00	
CLIN 0021AB	KY	0.00	
			<u>0.00</u>
CLIN 0021AC	KZ	0.00	
CLIN 0021AC	LA	0.00	
			<u>0.00</u>

002547

CLIN 0022	KW	0.00	<u>0.00</u>
CLIN 0023	KX	60,000.00	
CLIN 0023	KY	25,000.00	
CLIN 0023	KV	65,000.00	
CLIN 0023	LB	12,500.00	
CLIN 0023	LF	10,000.00	
CLIN 0023	LR	\$125,000.00	<u>297,500.00</u>
CLIN 0024	LA	13,508.00	
CLIN 0024	LG	62,000.00	
CLIN 0024	KZ	25,000.00	
CLIN 0024	KW	20,000.00	
CLIN 0024	LP	83,200.00	<u>203,708.00</u>
CLIN 0025	LE	1,173,850.00	
CLIN 0025	LM	1,080,404.00	
CLIN 0025	MA	0.00	<u>2,254,254.00</u>
CLIN 0026	LN	630,061.00	<u>630,061.00</u>
CLIN 0027	LZ	1,751,384.00	<u>1,751,384.00</u>
CLIN 0028	LM	329,972.00	
CLIN 0028	MA	2,982,442.00	
CLIN 0028	MG	6,262,095.00	
CLIN 0028	MU	\$7,864,499	<u>17,439,008.00</u>
CLIN 003001*	MX	\$52,974,283.00	
CLIN003002*	MX	\$719,132.00	
CLIN 000303*	MX	\$5,747.00	
CLIN 000304*	MX	\$16,000,000.00	<u>85,699,162.00</u>

\* CLIN 0030 has been established for the sole purpose of obligating GFEBs funding for performance of SubCLIN 0017AA. Informational SubCLINs under CLIN 0030 will be established each time additional GFEBs funding is obligated. For purposes of this funding update, funding obligated under CLIN 0030 will also be reflected under SubCLIN 0017AA and should not be counted twice with regards to the total contract funding obligated.

002548

(End of Summary of Changes)

002549

**CONTRACT DATA REQUIREMENTS LIST**  
(1 Data Item)

Form Approved  
OMB No. 0704-0188

Public reporting burden for this collection of information is estimated to average 100 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Service, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204 Arlington, VA 22202-4302 and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188) Washington DC 20503. Please DO NOT RETURN your form to either of these addresses. Your comments must be on Governmental Reporting Burden for Contractors only listed in Block B.

A CONTRACT LINE ITEM NO <b>18.</b>	B. SUBMIT <b>A</b>	C CATEGORY TDP TM OTHER <b>X</b>
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D SYSTEM/ITEM <b>JLENS SDD</b>	E CONTRACT/PR NO. <b>DASG60-98-C-0001</b>	F CONTRACTOR <b>Raytheon</b>
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1 DATA ITEM NO <b>B004</b>	2 TITLE OF DATA ITEM <b>Contract Performance Report</b>	3 SUBTITLE
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4 AUTHORITY (Date Acquisition Document No.) <b>DI-MGMT-81466A</b>	5 CONTRACT REFERENCE <b>SOW para 2.6.1</b>	6 REQUIRING OFFICE <b>SFAE-MSLS-CMDS-BMD</b>
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7 DD FORM REQ <b>LT</b>	9 DDT STATEMENT REQUIRED <b>F</b>	10 FREQUENCY <b>MTHLY</b>	12 DATE OF FIRST SUBMISSION <b>SEE BLOCK 16</b>	14 DISTRIBUTION
----------------------------	--------------------------------------	------------------------------	--	-----------------

8 APP CODE <b>N/A</b>	11 AS OF DATE <b>N/A</b>	13 DATE OF SUBSEQUENT SUBMISSION <b>SEE BLOCK 16</b>	14 ADDRESS	14 COPIES	
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**16. REMARKS:**  
 Bk 9: Distribution F. Further dissemination only as directed by the Cruise Missile Defense Systems Project Office, SFAE-MSLS-CMDS-PE-CM, Redstone Arsenal, AL 35896-5000, 24 March 2000.  
 Bk 12 and 13: Initial submission shall be 20 calendar days after the close of the first full accounting month after SDD (change order reference paragraph 7.4). Subsequent submission shall be 20 calendar days after the close of each accounting month through the period of performance.  
 All five formats are required and shall be submitted electronically in an XML transfer file which is compatible with winright. Formats three and four shall include identical forecast periods. These periods shall be monthly for at least six months, quarterly for at least two quarters, and then quarterly, semi-annual, or annually to completion. To maintain necessary visibility the CPR shall report via the WBS structure as follows:  
 WBS 1 - level 2, WBS 5 - level 2, WBS 9 - Level 3  
 WBS 2 - level 2, WBS 6 - level 4, WBS A - Level 3  
 WBS 3 - level 2, WBS 7 - level 3,  
 WBS 4 - level 2, WBS 8 - level 3.  
 Lower level reporting shall be accomplished as required  
 The contractor shall include "Best Case", "Worst Case", and "Most Likely" Estimate At Completion (EACs) at total contract level. At a minimum, variance analysis should be provided for current cost and schedule variances that are +/-10% and greater than or equal to \$150K, and cumulative cost and schedule variances that are +/-10% and greater than or equal to \$500K.  
 The contractor shall also provide variance analysis for WBS elements experiencing a +/-5% and greater than or equal to \$2,000K variance at completion. Notwithstanding the foregoing, the total number of variances to be reported on each month shall not exceed a maximum of 15 WBS elements. Where greater than 15 reportable variances exist from the variance pool, the contractor shall select the top three variance in each category, based on dollar value of reportable WBS's, that exceeds the established thresholds for current schedule (3) and cost (3); cumulative schedule (3) and cost (3); and at complete (3), as applicable. The variance analysis shall include a detailed explanation of the problem, corrective action, program impact, and expected recovery. Schedule variance narratives shall identify significant missed milestones and impact to major milestones.  
 Bk 14: Electronic delivery of this data item IAW the SOW. Notify JLENS Product Office Data Management CPR at mark.dement@us.army.mil when deliverable is placed in portal or repository. Letter of transmittal must be signed electronically

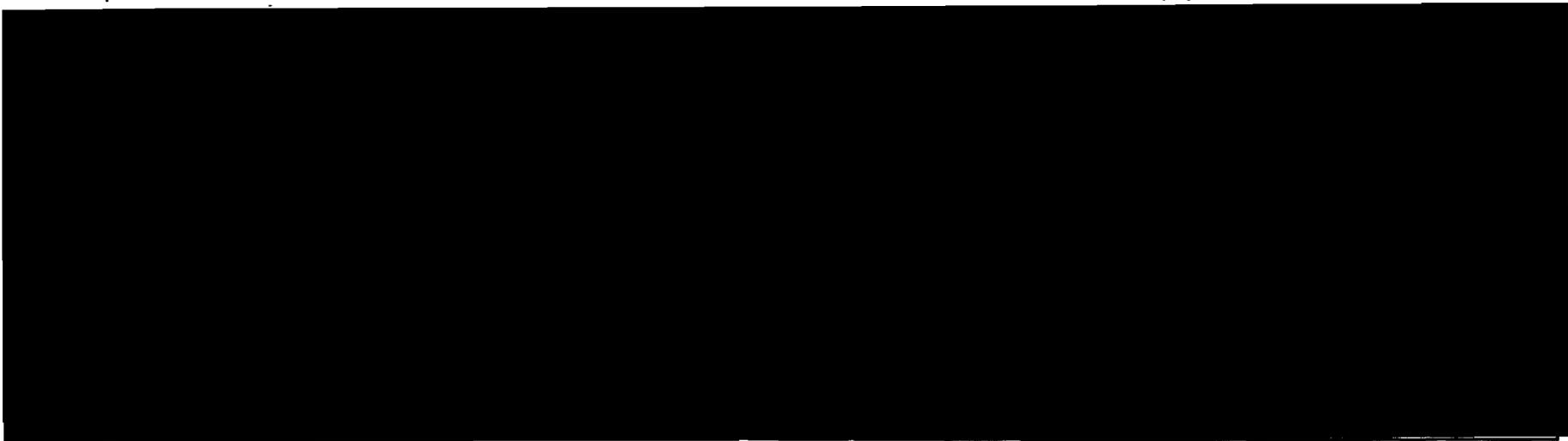
ADDRESS	COPIES		
	Dist	Final	
Req	Req	Req	
SFAE-MSLS-CMDS-PE-CM	0	1	0
<b>TOTAL</b>	<b>0</b>	<b>1</b>	<b>0</b>

17 REFERENCE  
18 ESTIMATED TOTAL PAGES  
**INSERT IN SECT. B**

G PREPARED BY <b>[REDACTED]</b>	DATE <b>27/04/01</b>
------------------------------------	-------------------------

002550

(b)(6)



(b)(5)

(b)(5)

(b)(5)

(b)(5)

002551

FLAT SPOT INCENTIVE CRITERIA FOR JLENS SDD CONTRACT, SECTION H-19(C), DATED 10 AUG 1.

Total Flat Spot Opportunity for Event	Event	Criteria	Flat Spot Allotment (Opportunity)	Evidence	Remarks	Incentive Fee Amount Awarded by JFC	Total Flat Spot for Major Event	Awarded / Recommended
---------------------------------------	-------	----------	-----------------------------------	----------	---------	-------------------------------------	---------------------------------	-----------------------

\$5,500,000	Electronics	Critical (see also...						
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00255d

(b)(4)

(b)(4)

(b)(4)

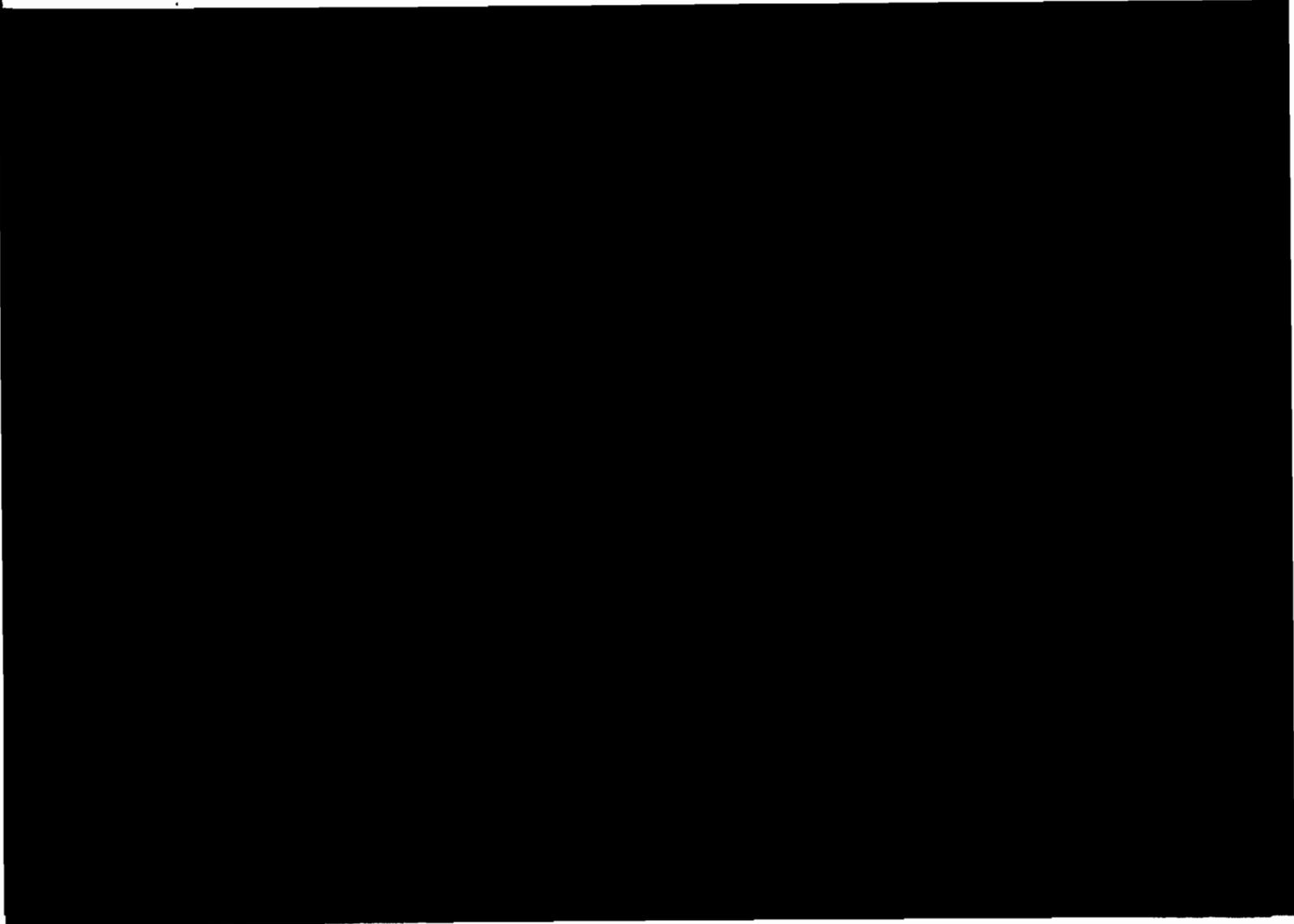
(b)(4)

(b)(4)

(b)(4)

T SPOT INCENTIVE CRITERIA FOR JLENS SDD CONTRACT, SECTION H-19(C), DATED 10 AUG 1:

Total Flat Spot Opportunity for Event	Event	Criteria	Flat Spot Allotment (Opportunity)	Evidence	Remarks	Incentive Fee Amount Awarded by JFO	Total Flat Spot for Major Event	Awarded / Recommended
---------------------------------------	-------	----------	-----------------------------------	----------	---------	-------------------------------------	---------------------------------	-----------------------



(b)(4)

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(b)(4)

(b)(4)

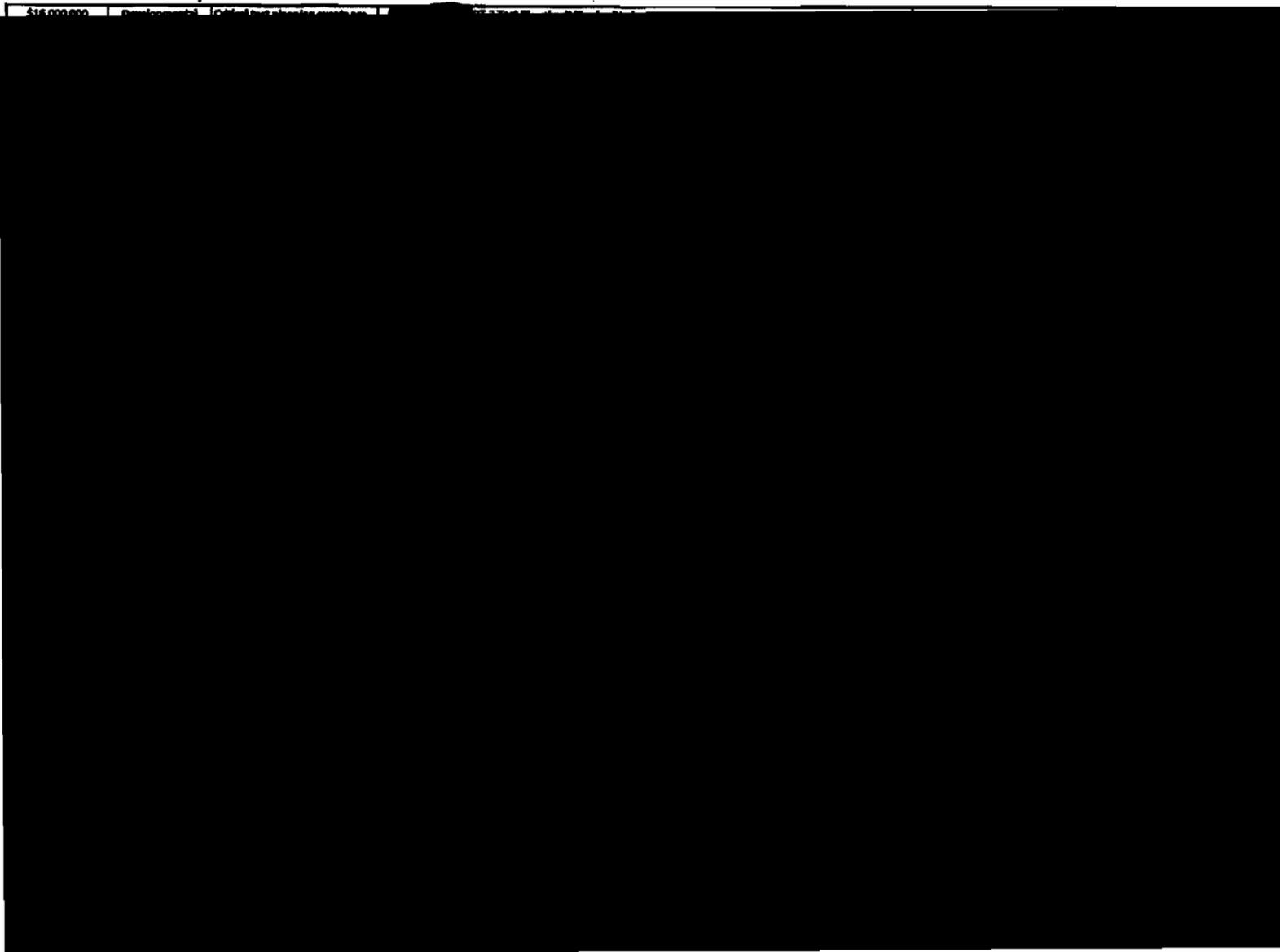
(b)(4)

(b)(4)

002553

T SPOT INCENTIVE CRITERIA FOR JLENS SDD CONTRACT, SECTION H-19(C), DATED 10 AUG 17

Total Flat Spot Opportunity for Event	Event	Criteria	Flat Spot Allocation (Opportunity)	Evidence	Remarks	Incentive Fee Amount Awarded by IFO	Total Flat Spot for Major Event	Awarded / Recommended
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002554

(b)(4)

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(b)(4)

FLAT SPOT INCENTIVE CRITERIA FOR JLENS SDD CONTRACT, SECTION H-19(C), DATED 10 AUG 19

Total Flat Spot Opportunity for Event	Event	Criteria	Flat Spot Allowance (Opportunity)	Evidence	Remarks	Incentive Fee Amount Awarded by JPO	Total Flat Spot for Major Event	Awarded / Recommended
[REDACTED]								(b)(4)
								(b)(4)
								(b)(4)
								(b)(4)
								(b)(4)

002555

T SPOT INCENTIVE CRITERIA FOR JLENS SDD CONTRACT, SECTION H-19(C), DATED 10 AUG 17

Total Flat Spot Opportunity for Grant	Event	Criteria	Flat Spot Allotment (Opportunity)	Evidence	Remarks	Incentive Fee Amount Awarded by JPO	Total Flat Spot for Major Event	Awarded / Recommended
---------------------------------------	-------	----------	-----------------------------------	----------	---------	-------------------------------------	---------------------------------	-----------------------

[REDACTED]								

(b)(4)

(b)(4)

(b)(4)

(b)(4)

(b)(4)

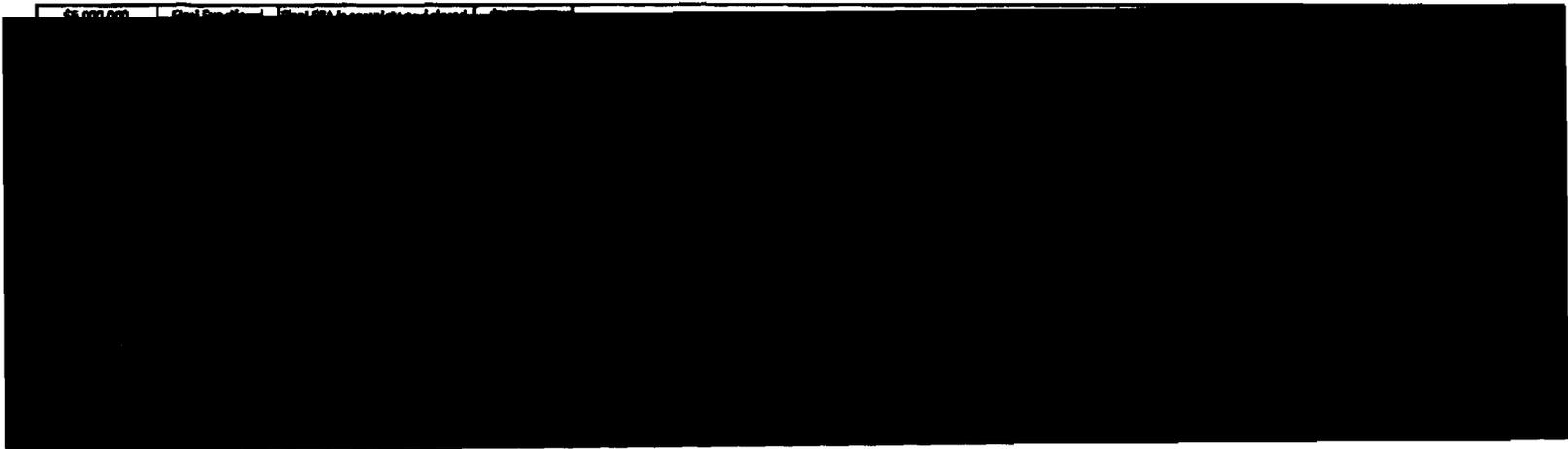
(b)(4)

(b)(4)

002556

FLAT SPOT INCENTIVE CRITERIA FOR JLENS SDD CONTRACT, SECTION H-19(C), DATED 10 AUG 1:

Total Flat Spot Opportunity for Event	Event	Criteria	Flat Spot Allowance (Opportunity)	Evidence	Remarks	Incentive Fee Amount Awarded by JPO	Total Flat Spot for Major Event	Awarded / Recommended
---------------------------------------	-------	----------	-----------------------------------	----------	---------	-------------------------------------	---------------------------------	-----------------------



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

(b)(4)

002557

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE V	PAGE OF PAGES 1   13
2. AMENDMENT/MODIFICATION NO. P00258	3. EFFECTIVE DATE 24 AUG 12	4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If applicable)
6. ISSUED BY USASMC/ARSTRAT SMDC-RDC PO BOX 1800 HUNTSVILLE AL 35807-3001	CODE W9113M	7. ADMINISTERED BY (If other than item 6) DCMA RAYTHEON 80 APPLE HILL DRIVE MSB TRFR2 TEWKSURY MA 01876		CODE S2205A
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) RAYTHEON COMPANY 390 LOWELL ST. ANDOVER MA 01810-4400			9A. AMENDMENT OF SOLICITATION NO.	
			9B. DATED (SEE ITEM 11)	
			X 10A. MOD. OF CONTRACT/ORDER NO. DASG60-98-C-0001	
			X 10B. DATED (SEE ITEM 13) 30-Jan-1998	
CODE 05716		FACILITY CODE		
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 4. The hour and date specified for receipt of offer <input type="checkbox"/> is extended. <input type="checkbox"/> is not extended				
Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.				
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule				
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.				
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.				
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).				
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 43.103(a)(3), Mutual Agreement and FAR 52.232-22, "Limitation of Funds"				
D. OTHER (Specify type of modification and authority)				
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.				
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: [REDACTED] The purpose of this modification is to increase the estimated cost of SubCLIN 0017AA due to a cost overrun resulting from the delayed start date of Developmental Test 2 (DT-2) and to provide incremental funding in the amount of \$36,266,043. All other terms and conditions remain unchanged.				
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.				
15A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)		
[REDACTED]		[REDACTED]		
15C. DATE SIGNED 8/24/2012		16C. DATE SIGNED 24 Aug 12		
[REDACTED] (Authorized to sign)		[REDACTED] (Signature of Contracting Officer)		

EXCEPT FOR SF 30  
APPROVED BY OIRM 11-84

30-105-04

STANDARD FORM 30 (Rev. 10-83)  
Prescribed by GSA  
FAR (48 CFR) 53.243

002558

(b)(6)

(b)(6)

(b)(6)

(b)(6)

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

1. SECTION A - SOLICITATION/CONTRACT FORM

The total cost of this contract was increased by \$34,309,700.00 from \$1,920,928,309.00 to \$1,955,238,009.00.

2. SECTION B - SUPPLIES OR SERVICES AND PRICES

SUBCLIN 0017AA

The estimated cost has increased by [REDACTED] from [REDACTED] to [REDACTED]

The estimated fee has decreased by [REDACTED] from [REDACTED]

The total estimated cost plus fee of this line item has increased by \$34,309,700.00 from \$1,683,179,862.00 to \$1,717,489,562.00.

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

This includes an increase in estimated cost of [REDACTED] 000 consisting of a [REDACTED] increase in cost and [REDACTED] increase in facilities capital cost of money, and a decrease in estimated fee of [REDACTED]. These estimated values incorporate the Integrated Fire Control (IFC) incentive recognized in Modification P00257.

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

The target cost and target fee set forth in the table below reflects the negotiated Section B values prior to any adjustments made resulting from estimated cost overruns and share ratio impacts to the fee. Any differences between the Estimated Cost values provided above in Section B and the Target Cost values shown on the table below are as a result of estimated cost overruns. Any differences between the Estimated Fee values provided above in Section B and the Target Fee values shown on the table below are a result of reductions based on current share ratio impacts to the Target Fee and do not include any allocation for yet to be earned incentives as set forth in Section H-19. As of the date of this modification, the target cost and target fee are as follows:

The Target Cost is [REDACTED] consisting of [REDACTED] in cost and [REDACTED] in facilities capital cost of money.

(b)(4)

The Target Fee is [REDACTED]

Total Target Cost plus Fee is [REDACTED]

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

Pursuant to FAR 16.405-1, the target cost and target fee will be finally determined and adjusted after contract performance.

The table below provides a summary of the target cost , target fee, and total:

CLIN	MOD	TARGET COST	FCCM	TARGET FEE	TOTAL
17AA	Pre-P00251	[REDACTED]	[REDACTED]	[REDACTED]	\$1,594,280,516.00
17AA	P00251	[REDACTED]	[REDACTED]	[REDACTED]	\$1,594,280,516.00
17AA	P00254	[REDACTED]	[REDACTED]	[REDACTED]	\$1,595,005,395.00
17AA	P00258	[REDACTED]	[REDACTED]	[REDACTED]	\$1,595,005,395.00

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

CLIN 0030

The total cost of this line item has increased by \$38,000,000.00 from \$85,699,162.00 to \$123,699,162.00.

SUBCLIN 003006 is added as follows:

002559



- a. Estimated cost: [REDACTED] (b)(4)
- b. Estimated fee: [REDACTED] (b)(4)
- c. Minimum incentive fee: [REDACTED] (b)(4)
- d. Maximum incentive fee: [REDACTED] (b)(4)
- e. Total estimated cost and estimated fee: **\$1,717,489,562**

3. SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by \$38,266,043.00 from \$1,909,711,758.63 to \$1,947,977,801.63.

SUBCLIN 0017AA:

MF: 21 1 2040 5L 5L68 P172419E555L 255Y 4M1J730000 S01021 4M1J730000/14MJLE/4M5 was increased by \$266,043.00 from \$270,514,880.00 to \$270,780,923.00

Estimated Cost, Estimated Fee, and Estimated total for the above increase of [REDACTED] distributed as follows and includes an increase in estimated cost of \$ [REDACTED] 3 ([REDACTED] of cost and [REDACTED] of facilities capital cost of money) and an increase in estimated fee of [REDACTED] (b)(4)

SUBCLIN 003006 (GFEBs Funding for SubCLIN 0017AA):  
Funding on SUBCLIN 003006 is initiated as follows:

ACRN: MX

CIN: GFEBs001019081700030

Acctng Data: 02120122013204000001171722550030003242A.0000013.1.1 6100.9000021001

Increase: \$38,000,000.00

Total: \$38,000,000.00

Cost Code: A5XFJ

Estimated Cost, Estimated Fee, and Estimated total for the above increase of \$38,000,000 is distributed as follows and includes an increase in estimated cost of [REDACTED] ([REDACTED] of cost and [REDACTED] of facilities capital cost of money) and an increase in estimated fee [REDACTED] (b)(4)

Estimated Cost	[REDACTED]	(b)(4)
Estimated Fee	[REDACTED]	
Total	\$38,000,000	

IMPLEMENTATION OF AND EXPLANATION OF THE RELATIONSHIP OF THE LIMITATION OF FUNDS

002561

(LOF) CLAUSE TO FEE OBLIGATIONS, subparagraph c., is revised to read as follows:

SUBCLIN 0017AA :	PRIOR	THIS MODIFICATION	CUMULATIVE TOTAL*	
(1) Amount Required for Full Funding, Including Fee:	\$1,683,179,862	\$34,309,700	\$ 1,717,489,562	
(2) Amount Allotted Under the LOF Clause for Payment of Costs:	██████████	██████████	██████████	(b)(4)
(3) Amount Separately Obligated for Payment of Fee:	████████████████████	████████████████████	████████████████████	(b)(4)
(4) Total Amount Allotted and Obligated:	\$1,676,509,068.27	\$38,266,043	\$1,714,775,111.27	
(5) Net Amount Required for Full Funding	\$ 6,670,793.73	(\$ 3,956,343)	\$ 2,714,450.73	

\* These figures take into consideration the negotiated total value of SubCLIN 0017AA (This does not include SubCLIN 17AH)

4. SECTION H – SPECIAL CONTRACT REQUIREMENTS is revised as follows:

Paragraph H-19, INCENTIVE FEE STRUCTURE AND PAYMENT FOR CLIN 0017, SYSTEM DEVELOPMENT AND DEMONSTRATION (SDD), subparagraphs a., b., and c., are revised as follows:

a. General.

SubCLIN 0017AA, System Development and Demonstration (SDD), is a cost-plus-incentive-fee (CPIF) Line Item with cost and schedule incentives as described below. Paragraph H-19(b) applies only to the Cost Incentive and Paragraph H-19(c) applies only to the Schedule Incentive. The target contract price amount of **\$1,595,005,395** includes a target cost of ██████████ (which includes ██████████ cost and ██████████ of facilities capital cost of money) and a target incentive fee of ██████████ which is ██████████ of estimated cost less facilities capital cost of money.

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

b. Cost Incentive.

- (1) The target fee payable under SubCLIN 0017AA is ██████████ of the estimated cost less facilities capital cost of money ██████████, an amount equal to ██████████
- (2) The maximum fee payable under SubCLIN 0017AA is ██████████ of the estimated cost less facilities capital cost of money ██████████, amount equal to ██████████
- (3) The minimum fee payable under SubCLIN 0017AA is ██████████ of the estimated cost less facilities capital cost of money ██████████, an amount equal to ██████████
- (4) Fee will be adjusted for actual cost that is less than or more than the estimated cost stated above using a share ratio of ██████████ Government ██████████ Contractor for actual costs less than the estimated cost, and a ratio of ██████████ Government ██████████ Contractor for actual costs greater than the estimated cost range applied according to Paragraph H-19(c)(1):
- (5) Nothing stated in this clause shall take precedence over the clause 52.216-10 - Incentive Fee contained in this contract.

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

c. Schedule and Performance Incentive.

- (1) A maximum ██████████ "flat zone" will be established at the estimated cost value of ██████████ with the conduct of milestones below. The "flat zone" over which the contractor will earn target fee is for eligible costs from

(b)(4)

002562

██████████ to ██████████ once the program milestones set forth below are conducted. (Note: As of the effective date of Modification P00257, only ██████████ of the maximum ██████████ "flat zone" has been acknowledged as earned.)

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

(a) ██████████ of the maximum benefit of the "flat zone", earned by the conduct of the SDD System Functional Review NLT 2nd Quarter, Fiscal Year 2007. (It is hereby acknowledged by the government that Raytheon completed the requirement for this flat zone and earned the "Flat Zone" schedule incentive of ██████████. Final determination of incentive fee payment utilizing the "Flat Zone" amount will be made at the conclusion of the contract. Reference letter, dated 5 March 2007 from ██████████

(b)(4)  
(b)(6)  
(b)(6)

(b) ██████████ of the maximum benefit of the "flat zone", earned by the conduct of SDD Orbit Critical Design review NLT 2nd Quarter, Fiscal Year 2009. (It is hereby acknowledged by the government that Raytheon completed the requirement for this flat zone and earned the "Flat Zone" schedule incentive of \$██████████. Final determination of incentive fee payment utilizing the "Flat Zone" amount will be made at the conclusion of the contract. Reference letter, dated 12 January 2009, from ██████████

(b)(4)  
(b)(4)  
(b)(6)  
(b)(6)

(c) ██████████ of the maximum benefit of the "flat zone", earned by the conduct of the Developmental Test 1 (DT-1) in accordance with the criteria set forth in Section J attachment entitled Flat Zone Performance Criteria for JLENS SDD Contract, Section H-19(c), dated 08/10/12. (It is hereby acknowledged by the government that Raytheon completed the requirement for this flat zone and earned a "Flat Zone" schedule incentive of ██████████ or ██████████ of the available ██████████. Final determination of incentive fee payment utilizing the "Flat Zone" amount will be made at the conclusion of the contract.)

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

(d) ██████████ of the maximum benefit of the "flat zone", earned by the conduct of the Electromagnetic Environmental Effects (E3) Testing in accordance with the criteria set forth in Section J attachment entitled Flat Zone Performance Criteria for JLENS SDD Contract, Section H-19(c), dated 08/10/12.

(b)(4)

(e) ██████████, ██████████ of the maximum benefit of the "flat zone", earned by the conduct of the Integrated Fire Control Event in accordance with the criteria set forth in Section J attachment entitled Flat Zone Performance Criteria for JLENS SDD Contract, Section H-19(c), dated 08/10/12. (It is hereby acknowledged by the government that Raytheon completed the requirement for this flat zone and earned a "Flat Zone" schedule incentive of ██████████ or ██████████ of the available ██████████. \* Final determination of incentive fee payment utilizing the "Flat Zone" amount will be made at the conclusion of the contract.) \*NOTE: The potential has been decreased from ██████████ to ██████████ to movement of the \$██████████ incentive for ██████████

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

(f) ██████████ \* ██████████ of the maximum benefit of the "flat zone", earned by the conduct of the Functional Configuration Audit (FCA) #1 in accordance with the criteria set forth in Section J attachment entitled Flat Zone Performance Criteria for JLENS SDD Contract, Section H-19(c), dated 08/10/12. \*Note: The potential has been increased from ██████████ to ██████████ due to movement of the ██████████ incentive for ██████████

(b)(3)(A)  
(i)&Title  
10 Sec  
130 (a)(b)  
(b)(3)(A)  
(i)&Title  
10 Sec 130  
(a)(b)

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

(g) ██████████ of the maximum benefit of the "flat zone", earned by the conduct of Developmental Test 2 (DT-2) in accordance with the criteria set forth in Section J attachment entitled Flat Zone Performance Criteria for JLENS SDD Contract, Section H-19(c), dated 08/10/12. \*

(b)(4)

(h) ██████████ of the maximum benefit of the "flat zone", earned by the conduct of the Early User Test (previously defined as Limited User Test) in accordance with the criteria set forth in Section J attachment entitled Flat Zone Performance Criteria for JLENS SDD Contract, Section H-19(c), dated 08/10/12. \*

(b)(4)

002563

(i) [REDACTED] of the maximum benefit of the "flat zone", earned by the conduct of the Final Functional Configuration Audit (FCA) in accordance with the criteria set forth in Section J attachment entitled Flat Zone Performance Criteria for JLENS SDD Contract, Section H-19(c), dated 08/10/12. \*

(b)(4)

(3) For Earned Value and cost reporting purposes, the estimated cost value of [REDACTED] will be used.

(b)(4)

d. Changes issued under FAR 52.243-2, Changes - Cost Reimbursement

In the event of a change issued under FAR 52.243-2, Changes - Cost Reimbursement, it is agreed that changes to the performance and schedule incentive may be considered a part of the equitable adjustment. In the event that any Options to CLIN 0017 are added and exercised, the incentive fee for cost and schedule/performance applicable to the Option will be incorporated in accordance with the incentive fee structure of this provision.

5. The following is an update to Modification P00257 showing a summary of funding by ACRN through Modification P00258:

<u>ACRN</u>	<u>FUNDING</u>
AA	440,100.00
AB	2,298,235.00
AC	17,832,987.00
AD	0.00
AE	7,500,000.00
AF	3,300,000.00
AG	17,192,400.00
AH	700,000.00
AJ	200,000.00
AK	85,000.00
AL	45,000.00
AM	17,045,000.00
AN	5,800.00
AP	20,779,000.00
AQ	105,000.00
AR	35,000.00
AS	0.00
AT	6,984,678.52
AU	7,970,000.00
AV	0.00
AW	100,000.00
AX	3,396,000.00
AY	550,000.00
AZ	19,412,000.00
BA	24,527,878.00
BB	146,000.00
BC	72,000.00
BD	85,000.00
BE	100,000.00
BF	100,000.00
BG	1,975,321.00

002564

BH	38,018,908.00
BJ	7,896,673.34
BK	260,000.00
BL	0.00
BM	125,000.00
BN	103,000.00
BP	10,199,288.50
BU	350,000.00
BV	9,000.00
BW	84,896,852.00
BX	1,146,000.00
BY	3,880,000.00
BZ	190,000.00
KL	118,250.00
KM	192,793,000.00
KN	0.00
KQ	92,811.00
KR	0.00
KS	0.00
KT	386,377,998.00
KU	2,203,183.00
KV	65,000.00
KW	20,000.00
KX	60,000.00
KY	25,000.00
KZ	25,000.00
LA	13,508.00
LB	12,500.00
LC	200,000.00
LD	7,943,648.00
LE	1,173,850.00
LF	10,000.00
LG	62,000.00
LH	400,000.00
LJ	7,476.00
LK	\$281,575,897.00
LL	\$173,798.00
LM	\$1,410,376.00
LN	\$630,061.00
LP	\$83,200.00
LQ	\$235,566.00
LR	\$125,000.00
LS	\$6,069,616.00
LT	\$530,377.00
LU	\$9,100,000.00
LV	\$1,957,265.00
LW	\$255,567.00
LX	\$68,000.00
LY	\$264,807,424.52
LZ	\$1,751,384.00

002565

MA	\$2,982,442.00
MB	\$375,000.00
MC	\$2,283,481.00
MD	\$8,573.00
ME	\$0.00
MF	\$270,780,923.00
MG	\$6,262,095.00
MH	\$213,390.00
MJ	\$858,495.00
MK	\$56,076.00
ML	\$116,044.00
MM	\$1,618,600.00
MN	\$2,573,000.00
MP	\$250,000.00
MQ	\$691,421.00
MR	\$0.00
MS	\$700,000.00
MT	\$16,289,524.00
MU	\$7,864,499.00
MV	\$39,921,199.75
MW	\$10,000,000.00
MX	\$123,699,162.00

6. The following is an update to Modification P00257 showing a summary of funding by CLIN by ACRN through Modification P00258:

<u>CLIN</u>	<u>ACRN</u>	<u>FUNDING AMT</u>	<u>CLIN TOTAL</u>
CLIN 0001	AA	440,100.00	
CLIN 0001	AD	0.00	
			<u>440,100.00</u>
CLIN 0003	AB	2,298,235.00	
CLIN 0003	AC	17,832,987.00	
CLIN 0003	AD	0.00	
CLIN 0003	AE	7,500,000.00	
CLIN 0003	AF	3,300,000.00	
CLIN 0003	AG	17,192,400.00	
CLIN 0003	AH	700,000.00	
CLIN 0003	AM	17,045,000.00	
CLIN 0003	AN	5,800.00	
CLIN 0003	AP	20,779,000.00	
CLIN 0003	AS	0.00	
CLIN 0003	AT	6,984,678.52	
CLIN 0003	AW	100,000.00	
CLIN 0003	AY	550,000.00	
			<u>94,288,100.52</u>

002566

CLIN 0005	BA	24,527,878.00	
CLIN 0005	BB	146,000.00	
CLIN 0005	BC	72,000.00	
CLIN 0005	BD	85,000.00	
CLIN 0005	BE	100,000.00	
CLIN 0005	BF	100,000.00	
CLIN 0005	BG	1,975,321.00	
CLIN 0005	BH	38,018,908.00	
CLIN 0005	BL	0.00	
CLIN 0005	BZ	0.00	
			<u>65,025,107.00</u>
CLIN 0007AA	BP	10,199,288.50	
			<u>10,199,288.50</u>
CLIN 0009AA	AQ	45,106.00	
CLIN 0009AA	AV	0.00	
CLIN 0009AA	BK	256,545.00	
CLIN 0009AA	BM	125,000.00	
CLIN 0009AA	BN	21,315.00	
			<u>447,966.00</u>
CLIN 0009AB	AJ	200,000.00	
CLIN 0009AB	AK	85,000.00	
CLIN 0009AB	AL	45,000.00	
CLIN 0009AB	AQ	59,894.00	
CLIN 0009AB	AR	35,000.00	
CLIN 0009AB	BK	3,455.00	
CLIN 0009AB	BN	81,685.00	
CLIN 0009AB	BU	350,000.00	
CLIN 0009AB	BV	9,000.00	
			<u>869,034.00</u>
CLIN 0013	AU	7,970,000.00	
CLIN 0013	AX	3,396,000.00	
CLIN 0013	AY	0.00	
CLIN 0013	AZ	19,412,000.00	
CLIN 0013	BJ	7,896,673.34	
			<u>38,674,673.34</u>
CLIN 0017	BW	0.00	
CLIN 0017	KM	0.00	
			<u>0.00</u>
CLIN 0017AA	BY	3,880,000.00	
CLIN 0017AA	BX	1,146,000.00	
CLIN 0017AA	BW	84,896,852.00	

002567

CLIN 0017AA	BZ	0.00
CLIN 0017AA	KM	192,793,000.00
CLIN 0017AA	KN	0.00
CLIN 0017AA	KQ	66,151.00
CLIN 0017AA	KS	0.00
CLIN 0017AA	KT	386,204,200.00
CLIN 0017AA	KU	2,203,183.00
CLIN 0017AA	KY	0.00
CLIN 0017AA	LC	200,000.00
CLIN 0017AA	LD	7,943,648.00
CLIN 0017AA	LE	0.00
CLIN 0017AA	LH	400,000.00
CLIN 0017AA	LJ	7,476.00
CLIN 0017AA	LK	281,575,897.00
CLIN 0017AA	LQ	235,566.00
CLIN 0017AA	LS	6,069,616.00
CLIN 0017AA	LT	530,377.00
CLIN 0017AA	LU	\$9,100,000.00
CLIN 0017AA	LV	\$1,957,265.00
CLIN 0017AA	LW	\$255,567.00
CLIN 0017AA	LX	\$68,000.00
CLIN 0017AA	LY	\$264,807,424.52
CLIN 0017AA	MB	\$375,000.00
CLIN 0017AA	MC	\$2,283,481.00
CLIN 0017AA	MD	\$8,573.00
CLIN 0017AA	ME	\$0.00
CLIN 0017AA	MF	\$270,780,923.00
CLIN 0017AA	MH	\$213,390.00
CLIN 0017AA	MJ	\$858,495.00
CLIN 0017AA	MK	\$56,076.00
CLIN 0017AA	ML	\$116,044.00
CLIN 0017AA	MM	\$1,618,600.00
CLIN 0017AA	MN	\$2,573,000.00
CLIN 0017AA	MP	\$250,000.00
CLIN 0017AA	MQ	\$691,421.00
CLIN 0017AA	MR	\$0.00
CLIN 0017AA	MS	\$700,000.00
CLIN 0017AA	MT	\$16,289,524.00
CLIN 0017AA	MV	\$39,921,199.75
CLIN 0017AA	MW	\$10,000,000.00
CLIN 0017AA	MX	\$123,699,162.00
		<b>1,714,775,111.27</b>

002568

CLIN 0017AB	KL	118,250.00	
			<u>118,250.00</u>
CLIN 0017AC	BZ	190,000.00	
			<u>190,000.00</u>
CLIN 0017AD	KN	0.00	
CLIN 0017AD	KS	0.00	
			<u>0.00</u>
CLIN 0017AE	LL	173,798.00	
			173,798.00
CLIN 0017AH	KT	173,798.00	
			<u>173,798.00</u>
CLIN 0020AA	KN	0.00	
CLIN 0020AA	KQ	26,660.00	
			<u>26,660.00</u>
CLIN 0021AA	KW	0.00	
			<u>0.00</u>
CLIN 0021AB	KV	0.00	
CLIN 0021AB	LB	0.00	
CLIN 0021AB	KX	0.00	
CLIN 0021AB	KY	0.00	
			<u>0.00</u>
CLIN 0021AC	KZ	0.00	
CLIN 0021AC	LA	0.00	
			<u>0.00</u>
CLIN 0022	KW	0.00	
			<u>0.00</u>
CLIN 0023	KX	60,000.00	
CLIN 0023	KY	25,000.00	
CLIN 0023	KV	65,000.00	
CLIN 0023	LB	12,500.00	
CLIN 0023	LF	10,000.00	
CLIN 0023	LR	\$125,000.00	
			<u>297,500.00</u>

002569

CLIN 0024	LA	13,508.00	
CLIN 0024	LG	62,000.00	
CLIN 0024	KZ	25,000.00	
CLIN 0024	KW	20,000.00	
CLIN 0024	LP	83,200.00	
			<u>203,708.00</u>
CLIN 0025	LE	1,173,850.00	
CLIN 0025	LM	1,080,404.00	
CLIN 0025	MA	0.00	
			<u>2,254,254.00</u>
CLIN 0026	LN	630,061.00	
			<u>630,061.00</u>
CLIN 0027	LZ	1,751,384.00	
			<u>1,751,384.00</u>
CLIN 0028	LM	329,972.00	
CLIN 0028	MA	2,982,442.00	
CLIN 0028	MG	6,262,095.00	
CLIN 0028	MU	\$7,864,499	
			<u>17,439,008.00</u>
CLIN 003001*	MX	\$52,974,283.00	
CLIN003002*	MX	\$719,132.00	
CLIN 000303*	MX	\$5,747.00	
CLIN 000304*	MX	\$16,000,000.00	
CLIN 000305*	MX	\$16,000,000.00	
CLIN 003006*	MX	\$38,000,000.00	
			<u>123,699,162.00</u>

\* CLIN 0030 has been established for the sole purpose of obligating GFEBs funding for performance of SubCLIN 0017AA. Informational SubCLINs under CLIN 0030 will be established each time additional GFEBs funding is obligated. For purposes of this funding update, funding obligated under CLIN 0030 will also be reflected under SubCLIN 0017AA and should not be counted twice with regards to the total contract funding obligated.

(End of Summary of Changes)

002570

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE	PAGE OF PAGES
				V	1   20
2. AMENDMENT/MODIFICATION NO. D00259	3. EFFECTIVE DATE 07 SEP 12	4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (if applicable)	
6. ISSUED BY USASMDCA/ARSTRAT SMDC-RDC PO BOX 1800 MUNTSVILLE AL 35807-3801	CODE WB113M	7. ADMINISTERED BY (if other than item 6) DCMA RAYTHEON 80 APPLE HILL DRIVE M/S T2FR2 TOWNSBURY MA 01876		CODE S2205A	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) RAYTHEON COMPANY 350 LOWELL ST. ANDOVER MA 01810-4000			9A. AMENDMENT OF SOLICITATION NO.		
			9B. DATED (SEE ITEM 11)		
			X	10A. MOD. OF CONTRACT/ORDER NO. DASG80-98-C-0001	
			X	10B. DATED (SEE ITEM 13) 30-Jan-1998	
CODE 05718			FACILITY CODE		
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA (if required) See Schedule					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).					
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 43.013(a)(3), Mutual Agreement and FAR 52.232-22, "Limitation of Funds"					
D. OTHER (Specify type of modification and authority)					
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: [REDACTED] See Continuation Page					
Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.					
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)		
[REDACTED]			[REDACTED]		
15C. DATE SIGNED			16C. DATE SIGNED		
9/7/2012			7 Sep 12		
[REDACTED]			[REDACTED] (Signature of Contracting Officer)		

EXCEPTION TO 30  
APPROVED BY OIRM 11-84

30-105-04

STANDARD FORM 30 (Rev. 10-83)  
Prescribed by GSA  
FAR (48 CFR) 53.243

002571

(b)(6)

(b)(6)

(b)(6)

(b)(6)

(b)(6)

## SECTION SF 30 BLOCK 14 CONTINUATION PAGE

The purpose of this modification is:

1. Settlement of the proposal submitted by the contractor in response to Change Order Modification P00236 for JLENS 14 Day Endurance Test. The target cost, target fee, and total contract value will be adjusted as follows to account for the difference in the change order value and the final negotiated amount: target cost decreased by [REDACTED] target fee decreased by [REDACTED] and total contract value decreased by \$640,600. (b)(4)

2. Settlement of the proposal submitted by the contractor in response to Change Order Modification P00239 to delete paragraph 3.12.4, System Capability Reviews, from the System Development and Demonstration (SDD) Program Statement of Work, SW-JLENS-SDD-2006. The target cost, target fee, and total contract value will be adjusted as follows to account for the difference in the change order value and the final negotiated amount for costs incurred: target cost increased by [REDACTED] target fee increased by [REDACTED] and total contract value increased by \$660,095. (b)(4) (b)(4)

3. Settlement of the proposal submitted by the contractor in response to Change Order Modification P00246 for JLENS [REDACTED]; [REDACTED]. The target cost, target fee, and total contract value will be adjusted as follows to account for the difference in the change order value and the final negotiated amount: target cost decreased by [REDACTED] target fee decreased by [REDACTED] and total contract value decreased by \$199,804. (b)(3)(A)  
(i)&Title 10  
Sec 130 (a)(b)  
(b)(4)

4. Settlement of the proposal submitted by the contractor in response to Change Order Modification P00247 for JLENS System Development and Demonstration (SDD) Spares. The target cost, target fee, and total contract value will be adjusted as follows to account for the difference in the change order value and the final negotiated amount: target cost decreased by [REDACTED] target fee decreased by [REDACTED] and total contract value decreased by \$600,733. (b)(4)

5. Settlement of the proposal submitted by the contractor in response to Directorate B, Contract Operations Division 2, letter JLENS-2012-001, dated January 19, 2012, subject: Contract DASG60-98-C-0001, "Joint Land Attack Cruise Missile Defense Elevated Netted Sensor (JLENS)," for de-scope of four functionalities from MIS-PRF-55628, Revision B, dated 18 August 2009. The target cost, target fee, and total contract value will be adjusted as follows to account for the final negotiated amount: target cost decreased by [REDACTED] target fee decreased by [REDACTED] and total contract value decreased by \$931,707. (b)(4)  
(b)(4)

6. Settlement of the proposal submitted by the contractor in response to Directorate B, Contract Operations Division 2, letter JLENS-2011-036, dated July 1, 2011, requesting an update to Contract Data Requirements List (CDRL) B017, Integrated Support Plan, Sub-Plan entitled Deployment Transition Plan. The target cost, target fee, and total contract value will be adjusted as follows to account for the final negotiated amount: target cost increased by \$ [REDACTED] target fee increased by [REDACTED] and total contract value increased by \$2,091,048. (b)(4)

7. To provide incremental funding in the amount of \$1,096,196.

## SUMMARY OF CHANGES

## 1. SECTION A - SOLICITATION/CONTRACT FORM

002572

The total cost of this contract was increased by \$378,299.00 from \$1,955,238,009.00 to \$1,955,616,308.00.

2. SECTION B - SUPPLIES OR SERVICES AND PRICES

SUBCLIN 0017AA

The target cost has increased by [REDACTED] from [REDACTED] to [REDACTED]

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

The target fee has increased by [REDACTED] from [REDACTED] to [REDACTED]

The total target cost plus fee of this line item has increased by \$378,299.00 from \$1,595,005,395.00 to \$1,595,383,694.00.

This includes an increase in target cost of [REDACTED] consisting of a [REDACTED] increase in cost and [REDACTED] increase in facilities capital cost of money, and an increase in target fee of [REDACTED]

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

The target cost and target fee set forth above and in the table below reflects the negotiated Section B values prior to any adjustments made resulting from estimated cost overruns and share ratio impacts to the fee. Any differences between the Estimated Cost values provided below and the Target Cost values provided above and shown on the table below are as a result of estimated cost overruns. Any differences between the Estimated Fee values provided below and the Target Fee values provided above and shown on the table below are a result of reductions based on current share ratio impacts to the Target Fee and do not include any allocation for yet to be earned incentives as set forth in Section H-19. As of the date of this modification, the estimated cost and estimated fee are as follows:

The Estimated Cost is [REDACTED] consisting of \$ [REDACTED] in cost and [REDACTED] in facilities capital cost of money.

(b)(4)

The Estimated Fee is [REDACTED]

(b)(4)

Total Estimated Cost plus Fee is \$1,717,867,861.

Pursuant to FAR 16.405-1, the target cost and target fee will be finally determined and adjusted after contract performance.

The table below provides a summary of the target cost , target fee, and total:

CLIN	MOD	TARGET COST	FQCM	TARGET FEE	TOTAL
17AA	Pre-P00251	[REDACTED]	[REDACTED]	[REDACTED]	\$1,594,280,516.00
17AA	P00251	[REDACTED]	[REDACTED]	[REDACTED]	\$1,594,280,516.00
17AA	P00254	[REDACTED]	[REDACTED]	[REDACTED]	\$1,595,005,395.00
17AA	P00258	[REDACTED]	[REDACTED]	[REDACTED]	\$1,595,005,395.00
17AA	P00259	[REDACTED]	[REDACTED]	[REDACTED]	\$1,595,383,694.00

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

002573

CLIN 0030

The total cost of this line item has increased by \$1,096,196.00 from \$123,699,162.00 to \$124,795,358.00.

SUBCLIN 003007 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
003007	GFEBs Funding for SubCLIN 0017AA CPIF FOB: Destination				
	ACRN MX CIN: GFEBs001021201300030				\$1,096,196.00

\* As stated in Modification P00251, CLIN 0030 has been established for the sole purpose of obligating GFEBs funding for performance of SubCLIN 0017AA. The value of CLIN 0030 equates to the amount of GFEBs funding obligated for performance of SubCLIN 0017AA and should not be considered additional contract value. Informational SubCLINs under CLIN 0030 will be established each time additional GFEBs funding is obligated. CLIN 0030 and its SubCLINs will not be segregated from SubCLIN 0017AA, identified, accounted for, analyzed, or reported separately from SubCLIN0017, including EVMS. All scope remains under SubCLIN 0017AA with associated incentive events and flat zones.

B-17. INCENTIVE FEE FOR SUBCLIN 0017AA/CLIN 0018 (SEE H-19):

In accordance with FAR 52.216-10, entitled "Incentive Fee", the total amount originally negotiated, adjusted in accordance with paragraph d. of this clause, for target cost and target fee for performance under SubCLIN 0017AA/CLIN 0018 are set forth below:

Target Cost [REDACTED]

Target Fee [REDACTED]

Incentive Arrangement: Maximum Fee: [REDACTED]

Minimum Fee: [REDACTED]

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

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

(Share Ratio: Government/Contractor)

Underrun: [REDACTED] for the amount by which the total allowable cost is less than the estimated cost until maximum fee is attained.

Overrun: [REDACTED] for the amount by which the total allowable cost exceeds the estimated cost until minimum fee is attained.

FAR 52.216-10, INCENTIVE, paragraph (e)(1), is stated as follows:

002574

(e) Fee Payable.

(1) The fee payable under this contract shall be the target fee increased by [redacted] for every dollar that the total allowable cost is less than the estimated cost or decreased by [redacted] every dollar that the total allowable cost exceeds the estimated cost. In no event shall the fee be greater than [redacted] (maximum fee) or less than [redacted] (minimum fee) of the estimated cost.

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

B-18. ESTIMATED COST, ESTIMATED INCENTIVE FEE, MINIMUM INCENTIVE FEE, MAXIMUM INCENTIVE FEE, AND INCENTIVE ARRANGEMENT FOR SUBCLIN 0017AA/CLIN 0018:

SUBCLIN 0017AA – (Two SDD JLENS Systems)

- a. Estimated cost: [redacted]
- b. Estimated fee: [redacted]
- c. Minimum incentive fee: \$ [redacted]
- d. Maximum incentive fee: \$ [redacted]
- e. Total estimated cost and estimated fee: \$1,717,867,861

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

3. SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by \$1,096,196.00 from \$1,947,977,801.63 to \$1,949,073,997.63.

SUBCLIN 003007:

Funding on SUBCLIN 003007 is initiated as follows:

ACRN: MX

CIN: GFEB001021201300030

Acctng Data: 02120122013204000001171722550030003242A.0000013.1.1 6100.9000021001

Increase: \$1,096,196.00

Total: \$1,096,196.00

Cost Code: A5XFJ

Estimated Cost, Estimated Fee, and Estimated total for the above increase of \$1,096,196 is distributed as follows and includes an increase in estimated cost of [redacted] (\$ [redacted] of cost and [redacted] facilities capital cost of money) and an increase in estimated fee [redacted]

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

002575

Estimated Cost	[REDACTED]
Estimated Fee	[REDACTED]
Total	\$1,096,196

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

IMPLEMENTATION OF AND EXPLANATION OF THE RELATIONSHIP OF THE LIMITATION OF FUNDS (LOF) CLAUSE TO FEE OBLIGATIONS, subparagraph c., is revised to read as follows:

SUBCLIN 0017AA :	<u>PRIOR</u>	<u>THIS MODIFICATION</u>	<u>CUMULATIVE TOTAL*</u>	
(1) Amount Required for Full Funding, Including Fee:	[REDACTED]	[REDACTED]	[REDACTED]	(b)(4) (b)
(2) Amount Allotted Under the LOF Clause for Payment of Costs:	[REDACTED]	[REDACTED]	[REDACTED]	(b)(4) (b)(c)
(3) Amount Separately Obligated for Payment of Fee:	[REDACTED]	\$ [REDACTED]	[REDACTED]	(b)(4) (b)(c)
(4) Total Amount Allotted and Obligated:	\$1,714,775,111.27	\$1,096,196	\$1,715,871,307.27	
(5) Net Amount Required for Full Funding	\$ 2,714,450.73	(\$ 717,897)	\$ 1,996,553.73	

\* These figures take into consideration the negotiated total value of SubCLIN 0017AA (This does not include SubCLIN 17AH)

4. SECTION H – SPECIAL CONTRACT REQUIREMENTS is revised as follows:

Paragraph H-19, INCENTIVE FEE STRUCTURE AND PAYMENT FOR CLIN 0017, SYSTEM DEVELOPMENT AND DEMONSTRATION (SDD), subparagraph a., b., and c., are revised as follows:

a. General.

SubCLIN 0017AA, System Development and Demonstration (SDD), is a cost-plus-incentive-fee (CPIF) Line Item with cost and schedule incentives as described below. Paragraph H-19(b) applies only to the Cost Incentive and Paragraph H-19(c) applies only to the Schedule Incentive. The target contract price amount of \$1,595,383,694 includes a target cost of [REDACTED] which includes [REDACTED] of cost and [REDACTED] of facilities capital

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

002576

cost of money) and a target incentive fee of [REDACTED] which is [REDACTED] of target cost less facilities capital cost of money.

(b)(4)

b. Cost Incentive.

(1) The target fee payable under SubCLIN 0017AA is [REDACTED] of the estimated cost less facilities capital cost of money [REDACTED], an amount equal to [REDACTED]

(b)(4)

(2) The maximum fee payable under SubCLIN 0017AA is [REDACTED] of the estimated cost less facilities capital cost of money [REDACTED], an amount equal to [REDACTED]

(b)(4)

(3) The minimum fee payable under SubCLIN 0017AA is [REDACTED] of the estimated cost less facilities capital cost of money [REDACTED], an amount equal to [REDACTED]

(b)(4)

(4) Fee will be adjusted for actual cost that is less than or more than the estimated cost stated above using a share ratio of [REDACTED] Government [REDACTED] Contractor for actual costs less than the estimated cost, and a ratio of [REDACTED] Government [REDACTED] Contractor for actual costs greater than the estimated cost range applied according to Paragraph H-19(c)(1).

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

(5) Nothing stated in this clause shall take precedence over the clause 52.216-10 - Incentive Fee contained in this contract.

c. Schedule and Performance Incentive.

(1) A maximum [REDACTED] "flat zone" will be established at the target cost value of [REDACTED] with the conduct of milestones below. The "flat zone" over which the contractor will earn target fee is for eligible costs from \$ [REDACTED] to \$ [REDACTED] once the program milestones set forth below are conducted. (Note: As of the effective date of Modification P00259, only [REDACTED] of the maximum [REDACTED] "flat zone" has been acknowledged as earned.)

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

(a) [REDACTED], [REDACTED] of the maximum benefit of the "flat zone", earned by the conduct of the SDD System Functional Review NLT 2nd Quarter, Fiscal Year 2007. (It is hereby acknowledged by the government that Raytheon completed the requirement for this flat zone and earned the "Flat Zone" schedule incentive of [REDACTED]. Final determination of incentive fee payment utilizing the "Flat Zone" amount will be made at the conclusion of the contract. Reference letter, dated 5 March 2007 from [REDACTED]

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

(b) [REDACTED], [REDACTED] of the maximum benefit of the "flat zone", earned by the conduct of SDD Orbit Critical Design review NLT 2nd Quarter, Fiscal Year 2009. (It is hereby acknowledged by the government that Raytheon completed the requirement for this flat zone and earned the "Flat Zone" schedule incentive of [REDACTED]. Final determination of incentive fee payment utilizing the "Flat Zone" amount will be made at the conclusion of the contract. Reference letter, dated 12 January 2009, from [REDACTED]

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

(c) [REDACTED], [REDACTED] of the maximum benefit of the "flat zone", earned by the conduct of the Developmental Test 1 (DT-1) in accordance with the criteria set forth in Section J attachment entitled Flat Zone Performance Criteria for JLENS SDD Contract, Section H-19(c), dated 08/10/12. (It is hereby acknowledged by the government that Raytheon completed the requirement for this flat zone and earned a "Flat Zone" schedule incentive of [REDACTED] or [REDACTED] of the available [REDACTED]. Final determination of incentive fee payment utilizing the "Flat Zone" amount will be made at the conclusion of the contract.)

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

002577

(d) [REDACTED], [REDACTED] of the maximum benefit of the "flat zone", earned by the conduct of the Electromagnetic Environmental Effects (E3) Testing in accordance with the criteria set forth in Section J attachment entitled Flat Zone Performance Criteria for JLENS SDD Contract, Section H-19(c), dated 08/10/12. (b)(4)

(e) [REDACTED], [REDACTED] of the maximum benefit of the "flat zone", earned by the conduct of the Integrated Fire Control Event in accordance with the criteria set forth in Section J attachment entitled Flat Zone Performance Criteria for JLENS SDD Contract, Section H-19(c), dated 08/10/12. (It is hereby acknowledged by the government that Raytheon completed the requirement for this flat zone and earned a "Flat Zone" schedule incentive of [REDACTED] or [REDACTED] of the available \$ [REDACTED]. Final determination of incentive fee payment utilizing the "Flat Zone" amount will be made at the conclusion of the contract.) \*NOTE: The potential has been decreased from [REDACTED] due to movement of the [REDACTED] incentive for "JLENS tracks interceptor when it enters the FCR Field-of-View (FOV)" from the IFC event to the FCA #1 event. (b)(4)

(f) [REDACTED], [REDACTED] % of the maximum benefit of the "flat zone", earned by the conduct of the Functional Configuration Audit (FCA) #1 in accordance with the criteria set forth in Section J attachment entitled Flat Zone Performance Criteria for JLENS SDD Contract, Section H-19(c), dated 08/10/12. \*Note: The potential has been increased from [REDACTED] to [REDACTED] due to movement of the [REDACTED] incentive for "JLENS tracks interceptor when it enters the FCR Field-of-View (FOV)" from the IFC event to the FCA #1 event. (b)(4)

(g) [REDACTED], [REDACTED] % of the maximum benefit of the "flat zone", earned by the conduct of Developmental Test 2 (DT-2) in accordance with the criteria set forth in Section J attachment entitled Flat Zone Performance Criteria for JLENS SDD Contract, Section H-19(c), dated 08/10/12. \* (b)(4)

(h) [REDACTED], [REDACTED] of the maximum benefit of the "flat zone", earned by the conduct of the Early User Test (previously defined as Limited User Test) in accordance with the criteria set forth in Section J attachment entitled Flat Zone Performance Criteria for JLENS SDD Contract, Section H-19(c), dated 08/10/12. \* (b)(4)

(i) [REDACTED], [REDACTED] of the maximum benefit of the "flat zone", earned by the conduct of the Final Functional Configuration Audit (FCA) in accordance with the criteria set forth in Section J attachment entitled Flat Zone Performance Criteria for JLENS SDD Contract, Section H-19(c), dated 08/10/12. \* (b)(4)

(3) For Earned Value and cost reporting purposes, the estimated cost value of \$1,464,660,290 will be used.

d. Changes issued under FAR 52.243-2, Changes - Cost Reimbursement

In the event of a change issued under FAR 52.243-2, Changes - Cost Reimbursement, it is agreed that changes to the performance and schedule incentive may be considered a part of the equitable adjustment. In the event that any Options to CLIN 0017 are added and exercised, the incentive fee for cost and schedule/performance applicable to the Option will be incorporated in accordance with the incentive fee structure of this provision.

5. The following is an update to Modification P00258 showing a summary of funding by ACRN through Modification P00259:

ACRN      FUNDING

002578

AA	440,100.00
AB	2,298,235.00
AC	17,832,987.00
AD	0.00
AE	7,500,000.00
AF	3,300,000.00
AG	17,192,400.00
AH	700,000.00
AJ	200,000.00
AK	85,000.00
AL	45,000.00
AM	17,045,000.00
AN	5,800.00
AP	20,779,000.00
AQ	105,000.00
AR	35,000.00
AS	0.00
AT	6,984,678.52
AU	7,970,000.00
AV	0.00
AW	100,000.00
AX	3,396,000.00
AY	550,000.00
AZ	19,412,000.00
BA	24,527,878.00
BB	146,000.00
BC	72,000.00

002579

BD	85,000.00
BE	100,000.00
BF	100,000.00
BG	1,975,321.00
BH	38,018,908.00
BJ	7,896,673.34
BK	260,000.00
BL	0.00
BM	125,000.00
BN	103,000.00
BP	10,199,288.50
BU	350,000.00
BV	9,000.00
BW	84,896,852.00
BX	1,146,000.00
BY	3,880,000.00
BZ	190,000.00
KL	118,250.00
KM	192,793,000.00
KN	0.00
KQ	92,811.00
KR	0.00
KS	0.00
KT	386,377,998.00
KU	2,203,183.00
KV	65,000.00
KW	20,000.00

002580

KX	60,000.00
KY	25,000.00
KZ	25,000.00
LA	13,508.00
LB	12,500.00
LC	200,000.00
LD	7,943,648.00
LE	1,173,850.00
LF	10,000.00
LG	62,000.00
LH	400,000.00
LJ	7,476.00
LK	\$281,575,897.00
LL	\$173,798.00
LM	\$1,410,376.00
LN	\$630,061.00
LP	\$83,200.00
LQ	\$235,566.00
LR	\$125,000.00
LS	\$6,069,616.00
LT	\$530,377.00
LU	\$9,100,000.00
LV	\$1,957,265.00
LW	\$255,567.00
LX	\$68,000.00
LY	\$264,807,424.52
LZ	\$1,751,384.00

002581

MA	\$2,982,442.00
MB	\$375,000.00
MC	\$2,283,481.00
MD	\$8,573.00
ME	\$0.00
MF	\$270,780,923.00
MG	\$6,262,095.00
MH	\$213,390.00
MJ	\$858,495.00
MK	\$56,076.00
ML	\$116,044.00
MM	\$1,618,600.00
MN	\$2,573,000.00
MP	\$250,000.00
MQ	\$691,421.00
MR	\$0.00
MS	\$700,000.00
MT	\$16,289,524.00
MU	\$7,864,499.00
MV	\$39,921,199.75
MW	\$10,000,000.00
MX	\$124,795,358.00

6. The following is an update to Modification P00258 showing a summary of funding by CLIN by ACRN through Modification P00259:

002582

<u>CLIN</u>	<u>ACRN</u>	<u>FUNDING AMT</u>	<u>CLIN TOTAL</u>
CLIN 0001	AA	440,100.00	
CLIN 0001	AD	0.00	
			440,100.00
CLIN 0003	AB	2,298,235.00	
CLIN 0003	AC	17,832,987.00	
CLIN 0003	AD	0.00	
CLIN 0003	AE	7,500,000.00	
CLIN 0003	AF	3,300,000.00	
CLIN 0003	AG	17,192,400.00	
CLIN 0003	AH	700,000.00	
CLIN 0003	AM	17,045,000.00	
CLIN 0003	AN	5,800.00	
CLIN 0003	AP	20,779,000.00	
CLIN 0003	AS	0.00	
CLIN 0003	AT	6,984,678.52	
CLIN 0003	AW	100,000.00	
CLIN 0003	AY	550,000.00	
			94,288,100.52
CLIN 0005	BA	24,527,878.00	
CLIN 0005	BB	146,000.00	
CLIN 0005	BC	72,000.00	
CLIN 0005	BD	85,000.00	
CLIN 0005	BE	100,000.00	

002583

CLIN 0005	BF	100,000.00	
CLIN 0005	BG	1,975,321.00	
CLIN 0005	BH	38,018,908.00	
CLIN 0005	BL	0.00	
CLIN 0005	BZ	0.00	
			<u>65,025,107.00</u>
			<u><u>65,025,107.00</u></u>
CLIN 0007AA	BP	10,199,288.50	
			<u>10,199,288.50</u>
			<u><u>10,199,288.50</u></u>
CLIN 0009AA	AQ	45,106.00	
CLIN 0009AA	AV	0.00	
CLIN 0009AA	BK	256,545.00	
CLIN 0009AA	BM	125,000.00	
CLIN 0009AA	BN	21,315.00	
			<u>447,966.00</u>
			<u><u>447,966.00</u></u>
CLIN 0009AB	AJ	200,000.00	
CLIN 0009AB	AK	85,000.00	
CLIN 0009AB	AL	45,000.00	
CLIN 0009AB	AQ	59,894.00	
CLIN 0009AB	AR	35,000.00	
CLIN 0009AB	BK	3,455.00	
CLIN 0009AB	BN	81,685.00	
CLIN 0009AB	BU	350,000.00	
CLIN 0009AB	BV	9,000.00	

002584

		<u>869,034.00</u>
CLIN 0013	AU	7,970,000.00
CLIN 0013	AX	3,396,000.00
CLIN 0013	AY	0.00
CLIN 0013	AZ	19,412,000.00
CLIN 0013	BJ	7,896,673.34
		<u>38,674,673.34</u>
CLIN 0017	BW	0.00
CLIN 0017	KM	0.00
		<u>0.00</u>
CLIN 0017AA	BY	3,880,000.00
CLIN 0017AA	BX	1,146,000.00
CLIN 0017AA	BW	84,896,852.00
CLIN 0017AA	BZ	0.00
CLIN 0017AA	KM	192,793,000.00
CLIN 0017AA	KN	0.00
CLIN 0017AA	KQ	66,151.00
CLIN 0017AA	KS	0.00
CLIN 0017AA	KT	386,204,200.00
CLIN 0017AA	KU	2,203,183.00
CLIN 0017AA	KY	0.00
CLIN 0017AA	LC	200,000.00
CLIN 0017AA	LD	7,943,648.00
CLIN 0017AA	LE	0.00

002585

CLIN 0017AA	LH	400,000.00	
CLIN 0017AA	LJ	7,476.00	
CLIN 0017AA	LK	281,575,897.00	
CLIN 0017AA	LQ	235,566.00	
CLIN 0017AA	LS	6,069,616.00	
CLIN 0017AA	LT	530,377.00	
CLIN 0017AA	LU	\$9,100,000.00	
CLIN 0017AA	LV	\$1,957,265.00	
CLIN 0017AA	LW	\$255,567.00	=====
CLIN 0017AA	LX	\$68,000.00	=====
CLIN 0017AA	LY	\$264,807,424.52	=====
CLIN 0017AA	MB	\$375,000.00	=====
CLIN 0017AA	MC	\$2,283,481.00	=====
CLIN 0017AA	MD	\$8,573.00	=====
CLIN 0017AA	ME	\$0.00	=====
CLIN 0017AA	MF	\$270,780,923.00	=====
CLIN 0017AA	MH	\$213,390.00	=====
CLIN 0017AA	MJ	\$858,495.00	=====
CLIN 0017AA	MK	\$56,076.00	=====
CLIN 0017AA	ML	\$116,044.00	=====
CLIN 0017AA	MM	\$1,618,600.00	=====
CLIN 0017AA	MN	\$2,573,000.00	=====
CLIN 0017AA	MP	\$250,000.00	=====
CLIN 0017AA	MQ	\$691,421.00	=====
CLIN 0017AA	MR	\$0.00	=====

002586

CLIN 0017AA	MS	\$700,000.00	
CLIN 0017AA	MT	\$16,289,524.00	
CLIN 0017AA	MV	\$39,921,199.75	
CLIN 0017AA	MW	\$10,000,000.00	
CLIN 0017AA	MX	\$124,795,358.00	
			<u>1,715,871,307.27</u>
CLIN 0017AB	KL	118,250.00	
			<u>118,250.00</u>
CLIN 0017AC	BZ	190,000.00	
			<u>190,000.00</u>
CLIN 0017AD	KN	0.00	
CLIN 0017AD	KS	0.00	
			<u>0.00</u>
CLIN 0017AE	LL	173,798.00	
			<u>173,798.00</u>
CLIN 0017AH	KT	173,798.00	
			<u>173,798.00</u>
CLIN 0020AA	KN	0.00	

002587

CLIN 0020AA	KQ	26,660.00	
			<u>26,660.00</u>
CLIN 0021AA	KW	0.00	
			<u>0.00</u>
CLIN 0021AB	KV	0.00	
CLIN 0021AB	LB	0.00	
CLIN 0021AB	KX	0.00	
CLIN 0021AB	KY	0.00	
			<u>0.00</u>
CLIN 0021AC	KZ	0.00	
CLIN 0021AC	LA	0.00	
			<u>0.00</u>
CLIN 0022	KW	0.00	
			<u>0.00</u>
CLIN 0023	KX	60,000.00	
CLIN 0023	KY	25,000.00	
CLIN 0023	KV	65,000.00	
CLIN 0023	LB	12,500.00	
CLIN 0023	LF	10,000.00	
CLIN 0023	LR	\$125,000.00	
			<u>297,500.00</u>

002588

CLIN 0024	LA	13,508.00	
CLIN 0024	LG	62,000.00	
CLIN 0024	KZ	25,000.00	
CLIN 0024	KW	20,000.00	
CLIN 0024	LP	83,200.00	
			<u>203,708.00</u>
CLIN 0025	LE	1,173,850.00	
CLIN 0025	LM	1,080,404.00	
CLIN 0025	MA	0.00	
			<u>2,254,254.00</u>
CLIN 0026	LN	630,061.00	
			<u>630,061.00</u>
CLIN 0027	LZ	1,751,384.00	
			<u>1,751,384.00</u>
CLIN 0028	LM	329,972.00	
CLIN 0028	MA	2,982,442.00	
CLIN 0028	MG	6,262,095.00	
CLIN 0028	MU	\$7,864,499	
			<u>17,439,008.00</u>
CLIN 003001*	MX	\$52,974,283.00	

002589

CLIN003002*	MX	\$719,132.00	_____
CLIN 000303*	MX	\$5,747.00	_____
CLIN 000304*	MX	\$16,000,000.00	_____
CLIN 000305*	MX	\$16,000,000.00	_____
CLIN 003006*	MX	\$38,000,000.00	_____
CLIN 003007*	MX	\$1,096,196.00	_____
			_____
			124,795,358.00
			_____

\* CLIN 0030 has been established for the sole purpose of obligating GFEBs funding for performance of SubCLIN 0017AA. Informational SubCLINs under CLIN 0030 will be established each time additional GFEBs funding is obligated. For purposes of this funding update, funding obligated under CLIN 0030 will also be reflected under SubCLIN 0017AA and should not be counted twice with regards to the total contract funding obligated.

8. In consideration of the modification agreed to herein as complete equitable adjustment for the following proposals submitted by Raytheon, the contractor hereby releases the Government from any and all liability under the contract for further equitable adjustments attributable to such facts or circumstances giving rise to the proposals for adjustment:

JLENS System Capability Review (SCR) Proposal, submitted via Raytheon letter JLENS-SDD12-016, dated 2 March 2012.

JLENS [REDACTED] for the Surveillance System (SuS) Proposal, submitted via Raytheon letter JLENS-SDD-12-008, dated 16 February 2012.

JLENS 14 Day Endurance Test Proposal, submitted via Raytheon letter JLENS-SDD-12-026, dated 16 March 2012.

JLENS Capability De-Scope Proposal, submitted via Raytheon letter JLENS-SDD-12-035, dated 9 April 2012.

JLENS Deployment Transition Plan Proposal, submitted via Raytheon letter JLENS-SDD-12-001, dated 23 January 2012.

JLENS System Development and Demonstration (SDD) Spares, Proposal, submitted via Raytheon letter JLENS-SDD-12-012, dated 22 February 2012.

(b)(3)(A)  
(i)&Title  
10Sec  
130 (a)  
(b)

002590

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>				1. CONTRACT ID CODE <b>V</b>	PAGE OF PAGES 1   20
2. AMENDMENT/MODIFICATION NO. <b>0260</b>		3. EFFECTIVE DATE <b>28-Sep-2012</b>	4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If applicable)
6. ISSUED BY USASMDC/ARSTRAT SMDC-RDC PO BOX 1500 HUNTSVILLE AL 35807-3601		CODE <b>W9113M</b>	7. ADMINISTERED BY (If other than item 6) DCMA RAYTHEON 50 APPLE HILL DRIVE M/S T2FR2 TEWKSBURY MA 01876		CODE <b>S2205A</b>
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) RAYTHEON COMPANY 350 LOWELL ST. ANDOVER MA 01810-4400			9A. AMENDMENT OF SOLICITATION NO.		
			9B. DATED (SEE ITEM 11)		
			X 10A. MOD. OF CONTRACT/ORDER NO. DASG60-98-C-0001		
			X 10B. DATED (SEE ITEM 13) 30-Jan-1998		
CODE <b>05716</b>		FACILITY CODE		X	
<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
<b>12. ACCOUNTING AND APPROPRIATION DATA (If required)</b> See Schedule					
<b>13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.</b>					
THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).					
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:					
X D. OTHER (Specify type of modification and authority) UNLATERAL: FAR 52.243-2, Changes and FAR 52.232-22 Limitation of Funds					
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: <span style="background-color: black; color: black;">XXXXXXXXXX</span> See SF30, block 14, continuation page. <span style="float: right;">(b)(6)</span>					
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.					
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)		
<span style="background-color: black; color: black;">XXXXXXXXXX</span>			<span style="background-color: black; color: black;">XXXXXXXXXX</span> (b)(6) (b)(6)		
CONTRACTOR/OFFEROR		15C. DATE SIGNED	16B. UNITED STATES OF AMERICA		16C. DATE SIGNED
<span style="background-color: black; color: black;">XXXXXXXXXX</span>		<span style="background-color: black; color: black;">XXXXXXXXXX</span>	<span style="background-color: black; color: black;">XXXXXXXXXX</span>		28-Sep-2012 (b)(6) (b)(6)
(Signature of person authorized to sign)		(Signature of Contracting Officer)			

EXCEPTION TO SF 30  
APPROVED BY OIRM 11-84

30-105-04  
**002591**

STANDARD FORM 30 (Rev. 10-83)  
Prescribed by GSA  
FAR (48 CFR) 53.243

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

The purpose of this modification is to:

1. Issue Change Order Modification P00260 for JLENS based on restructure letter JLENS-2012-031 dated 20 September, 2011. Ceiling of contract will increase by a total of \$59,034,271.
2. This Change Order Modification will also incrementally fund this increase by \$16,145,226.39.

SUMMARY OF CHANGES

1. SECTION A - SOLICITATION/CONTRACT FORM

The total cost of this contract was increased by \$59,034,271 from \$1,955,616,308.00 to \$2,014,650,579.00.

2. SECTION B - SUPPLIES OR SERVICES AND PRICES

SUBCLIN 0017AA

The target cost has increased by [REDACTED] from [REDACTED] to [REDACTED] <sup>ACP?</sup>

(b)(4)

The target fee has increased by [REDACTED] from [REDACTED] to [REDACTED]

(b)(4)

The total target cost plus fee of this line item has increased by \$59,034,271 from \$1,595,383,694 to \$1,654,417,965.

This includes an increase in target cost of [REDACTED] consisting of a [REDACTED] increase in cost and a [REDACTED] increase in facilities capital cost of money, and an increase in target fee [REDACTED]

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

The target cost and target fee set forth above and in the table below reflects the negotiated Section B values prior to any adjustments made resulting from estimated cost overruns and share ratio impacts to the fee. Any differences between the Estimated Cost values provided below and the Target Cost values provided above and shown on the table below are as a result of estimated cost overruns. Any differences between the Estimated Fee values provided below and the Target Fee values provided above and shown on the table below are a result of reductions based on current share ratio impacts to the Target Fee and do not include any allocation for yet to be earned incentives as set forth in Section H-19. As of the date of this modification, the estimated cost and estimated fee are as follows:

The Estimated Cost is \$ [REDACTED] consisting of [REDACTED] cost and [REDACTED] facilities capital cost of money.

(b)(4)

The Estimated Fee is [REDACTED]

Total Estimated Cost plus Fee is \$1,776,902,132.

(b)(4)

Pursuant to FAR 16.405-1, the target cost and target fee will be finally determined and adjusted after contract performance.

The table below provides a summary of the target cost, target fee, and total:

002592

CLIN	MOD	TARGET COST	FCCM	TARGET FEE	TOTAL
17AA	Pre-P00251	[REDACTED]	[REDACTED]	[REDACTED]	\$1,594,280,516.00
17AA	P00251	[REDACTED]	[REDACTED]	[REDACTED]	\$1,594,280,516.00
17AA	P00254	[REDACTED]	[REDACTED]	[REDACTED]	\$1,595,005,395.00
17AA	P00258	[REDACTED]	[REDACTED]	[REDACTED]	\$1,595,005,395.00
17AA	P00259	[REDACTED]	[REDACTED]	[REDACTED]	\$1,595,383,694.00
17AA	P00260	[REDACTED]	[REDACTED]	[REDACTED]	\$1,654,417,965.00

5  
(b)(4)  
(b)(4)  
(b)(4)  
(b)(4)  
(b)(4)  
(b)(4)

CLIN 0030

The total cost of this line item has increased by \$16,000,000.00 from \$124,795,358.00 to \$140,795,358.00.

SUBCLIN 003008 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
003008	GFEBs Funding for SubCLIN 0017AA CPIF FOB: Destination				
	ACRN MX CIN: GFEBs001024670000001				\$16,000,000.00

\* As stated in Modification P00251, CLIN 0030 has been established for the sole purpose of obligating GFEBs funding for performance of SubCLIN 0017AA. The value of CLIN 0030 equates to the amount of GFEBs funding obligated for performance of SubCLIN 0017AA and should not be considered additional contract value. Informational SubCLINs under CLIN 0030 will be established each time additional GFEBs funding is obligated. CLIN 0030 and its SubCLINs will not be segregated from SubCLIN 0017AA, identified, accounted for, analyzed, or reported separately from SubCLIN0017, including EVMS. All scope remains under SubCLIN 0017AA with associated incentive events and flat zones.

B-17. INCENTIVE FEE FOR SUBCLIN 0017AA/CLIN 0018 (SEE H-19):

In accordance with FAR 52.216-10, entitled "Incentive Fee", the total amount originally negotiated, adjusted in accordance with paragraph d. of this clause, for target cost and target fee for performance under SubCLIN 0017AA/CLIN 0018 are set forth below:

Target Cost                      \$1,518,857,479

002593

Target Fee \$ [REDACTED]

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

Incentive Arrangement: Maximum Fee: [REDACTED]

(b)(4)

Minimum Fee: [REDACTED]

(b)(4)

(Share Ratio: Government/Contractor)

Underrun: [REDACTED] the amount by which the total allowable cost is less than the estimated cost until maximum fee is attained.

(b)(4)

Overrun: [REDACTED] for the amount by which the total allowable cost exceeds the estimated cost until minimum fee is attained.

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

FAR 52.216-10, INCENTIVE, paragraph (e)(1), is stated as follows:

(e) Fee Payable.

(1) The fee payable under this contract shall be the target fee increased by [REDACTED] for every dollar that the total allowable cost is less than the estimated cost or decreased by [REDACTED] for every dollar that the total allowable cost exceeds the estimated cost. In no event shall the fee be greater than [REDACTED] (Maximum fee) or less than [REDACTED] (Minimum fee) of the estimated cost.

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

B-18. ESTIMATED COST, ESTIMATED INCENTIVE FEE, MINIMUM INCENTIVE FEE, MAXIMUM INCENTIVE FEE, AND INCENTIVE ARRANGEMENT FOR SUBCLIN 0017AA/CLIN 0018:

SUBCLIN 0017AA - (Two SDD JLENS Systems)

- a. Estimated cost: [REDACTED]
- b. Estimated fee: [REDACTED]
- c. Minimum incentive fee: \$ [REDACTED]
- d. Maximum incentive fee: \$ [REDACTED]
- e. Total estimated cost and estimated fee: \$1,776,902,132

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

(b)(4)

(b)(4)

(b)(4)

3. SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by \$16,145,226.39 from \$1,949,073,997.63 to \$1,965,219,224.02.

SUBCLIN 0017AA:

002594

MF: 21 1 2040 5L 5L68 P172419E555L 255Y 4M1J730000 S01021 4M1J730000/14MJLE/4M5 was increased by \$126,899.39 from \$270,780,923.00 to \$270,907,822.39

Estimated Cost, Estimated Fee, and Estimated total for the above increase of \$126,899.39 is distributed as follows and includes an increase in estimated cost of [redacted] (\$ [redacted] of cost and [redacted] of facilities capital cost of money) and an increase in estimated fee of [redacted]

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

Estimated Cost	[redacted]
Estimated Fee	\$ [redacted]
Total	\$126,899.39

(b)(4)

MY: 21 1 2040 5L 5L68 P172419E555L 2516 4M1MIMICST3 S01021 4M1MIMICST3/14MJMM/4M5 was increased by \$18,327.00 from \$0.00 to \$18,327.00

The contract ACRN MY has been added.

Estimated Cost, Estimated Fee, and Estimated total for the above increase of \$18,327 is distributed as follows and includes an increase in estimated cost of [redacted] (\$ [redacted] of cost and \$ [redacted] of facilities capital cost of money) and an increase in estimated fee of [redacted]

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

Estimated Cost	[redacted]
Estimated Fee	[redacted]
Total	\$18,327

(b)(4)

CLIN 0030:

SUBCLIN 003008:

Funding on SUBCLIN 003008 is initiated as follows:

ACRN: MX

CIN: GFEBS001024670000001

Acctng Data: 02120122013204000001171722550030003242A.0000013.1.1 6100.9000021001

Increase: \$16,000,000.00

Total: \$16,000,000.00

Cost Code: A5XFJ

Estimated Cost, Estimated Fee, and Estimated total for the above increase of \$16,000,000 is distributed as follows and includes an increase in estimated cost of [redacted] ([redacted] of cost and [redacted] of facilities capital

(b)(4)

002595

cost of money) and an increase in estimated fee of [REDACTED]

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

Estimated Cost	[REDACTED]
Estimated Fee	[REDACTED]
Total	\$16,000,000

(b)(4)

(b)(4)

(b)(4)

IMPLEMENTATION OF AND EXPLANATION OF THE RELATIONSHIP OF THE LIMITATION OF FUNDS (LOF) CLAUSE TO FEE OBLIGATIONS, subparagraph c., is revised to read as follows:

SUBCLIN 0017AA :

	<u>PRIOR</u>	<u>THIS MODIFICATION</u>	<u>CUMULATIVE TOTAL*</u>
(1) Amount Required for Full Funding, Including Fee:	[REDACTED]	[REDACTED]	[REDACTED] (b)(4) (b)(4)
(2) Amount Allotted Under the LOF Clause for Payment of Costs:	[REDACTED]	[REDACTED]	[REDACTED] (b)(4)
(3) Amount Separately Obligated for Payment of Fee:	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED] (b)(4) (b)(4)
(4) Total Amount Allotted and Obligated:	\$1,715,871,307.27	\$16,145,226.39	\$1,732,016,533.66
(5) Net Amount Required for Full Funding	\$ 1,996,553.73	\$ 42,889,044.61	\$ 44,885,598.34

\* These figures take into consideration the negotiated total value of SubCLIN 0017AA (This does not include SubCLIN 17AH)

4. SECTION H – SPECIAL CONTRACT REQUIREMENTS is revised as follows:

Paragraph H-19, INCENTIVE FEE STRUCTURE AND PAYMENT FOR CLIN 0017, SYSTEM DEVELOPMENT AND DEMONSTRATION (SDD), subparagraph a., b., and c., are revised as follows:

a. General.

SubCLIN 0017AA, System Development and Demonstration (SDD), is a cost-plus-incentive-fee (CPIF) Line Item with cost and schedule incentives as described below. Paragraph H-19(b) applies only to the Cost Incentive and

002596

Paragraph H-19(c) applies only to the Schedule Incentive. The target contract price amount of [redacted] includes a target cost of [redacted] (which includes [redacted] of cost and [redacted] of facilities capital cost of money) and a target incentive fee of [redacted] which is [redacted] of target cost less facilities capital cost of money.

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

b. Cost Incentive.

- (1) The target fee payable under SubCLIN 0017AA is [redacted] of the estimated cost less facilities capital cost of money [redacted] an amount equal to [redacted]
- (2) The maximum fee payable under SubCLIN 0017AA is [redacted] of the estimated cost less facilities capital cost of money [redacted] an amount equal to [redacted]
- (3) The minimum fee payable under SubCLIN 0017AA is [redacted] of the estimated cost less facilities capital cost of money [redacted] an amount equal to [redacted]
- (4) Fee will be adjusted for actual cost that is less than or more than the estimated cost stated above using a share ratio of [redacted] Government / [redacted] Contractor for actual costs less than the estimated cost, and a ratio of [redacted] Government / [redacted] Contractor for actual costs greater than the estimated cost range applied according to Paragraph H-19(c)(1).
- (5) Nothing stated in this clause shall take precedence over the clause 52.216-10 - Incentive Fee contained in this contract.

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

c. Schedule and Performance Incentive.

(1) A maximum [redacted] "flat zone" will be established at the target cost value of [redacted] with the conduct of milestones below. The "flat zone" over which the contractor will earn target fee is for eligible costs from [redacted] to [redacted] once the program milestones set forth below are conducted. (Note: As of the effective date of Modification P00260, only [redacted] of the maximum [redacted] "flat zone" has been acknowledged as earned.)

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

(a) [redacted] of the maximum [redacted] Functional Review NLT 2nd Quarter, Fiscal Year [redacted] Raytheon completed the requirement for this [redacted] Final determination of incentive fee payment utilization [redacted] conclusion of the contract. Reference letter, [redacted]

*CK each value again & Percentages*

the SDD System [redacted] ment that [redacted] ve of [redacted]

(b)(4)  
(b)(6)  
(b)(6)  
(b)(4)

(b) [redacted] of the maximum [redacted] Design review NLT 2nd Quarter, Fiscal Year [redacted] completed the requirement for this flat zone [redacted] Final determination of incentive fee payment utilization [redacted] contract. Reference letter, dated 12 January [redacted]

ID Orbit Critical [redacted] t that Raytheon [redacted] Final [redacted] sion of the [redacted]

(b)(6)  
(b)(6)

(c) [redacted] of the maximum [redacted] Test 1 (DT-1) in accordance with the criteria set forth in Section J attachment entitled Flat Zone Performance Criteria for JLENS SDD Contract, Section H-19(c), dated 08/10/12. (It is hereby acknowledged by the government that Raytheon completed the requirement for this flat zone and earned a "Flat Zone" schedule incentive of [redacted])

Developmental [redacted]

(b)(4)

002597

[redacted] or [redacted] of the available [redacted]. Final determination of incentive fee payment utilizing the "Flat Zone" amount will be made at the conclusion of the contract.)

(b)(4)

(d) [redacted] of the maximum benefit of the "flat zone", earned by the conduct of the Electromagnetic Environmental Effects (E3) Testing in accordance with the criteria set forth in Section J attachment entitled Flat Zone Performance Criteria for JLENS SDD Contract, Section H-19(c), dated 08/10/12.

(b)(4)

(e) [redacted] of the maximum benefit of the "flat zone", earned by the conduct of the Integrated Fire Control Event in accordance with the criteria set forth in Section J attachment entitled Flat Zone Performance Criteria for JLENS SDD Contract, Section H-19(c), dated 08/10/12. (It is hereby acknowledged by the government that Raytheon completed the requirement for this flat zone and earned a "Flat Zone" schedule incentive of [redacted] or [redacted] of the available [redacted]. Final determination of incentive fee payment utilizing the "Flat Zone" amount will be made at the conclusion of the contract.) \*NOTE: The potential has been decreased from \$ [redacted] to \$ [redacted] due to movement of the \$ [redacted] incentive for [redacted]

(b)(4)

(b)(4)

(b)(4)

(f) [redacted] of the maximum benefit of the "flat zone", earned by the conduct of the Functional Configuration Audit (FCA) #1 in accordance with the criteria set forth in Section J attachment entitled Flat Zone Performance Criteria for JLENS SDD Contract, Section H-19(c), dated 08/10/12. \*Note: The potential has been increased from \$ [redacted] to \$ [redacted] due to movement of the [redacted] incentive for [redacted]

(b)(3)(A)  
(i)&Title 10  
Sec 130 (a)(b)

(b)(4)

(b)(3)(A)  
(i)&Title  
10 Sec

(b)(4)

(g) [redacted] of the maximum benefit of the "flat zone", earned by the conduct of Developmental Test 2 (DT-2) in accordance with the criteria set forth in Section J attachment entitled Flat Zone Performance Criteria for JLENS SDD Contract, Section H-19(c), dated 08/10/12. \*

130 (a)(b)

(b)(4)

(h) [redacted] of the maximum benefit of the "flat zone", earned by the conduct of the Early User Test (previously defined as Limited User Test) in accordance with the criteria set forth in Section J attachment entitled Flat Zone Performance Criteria for JLENS SDD Contract, Section H-19(c), dated 08/10/12. \*

(b)(4)

(i) [redacted] of the maximum benefit of the "flat zone", earned by the conduct of the Final Functional Configuration Audit (FCA) in accordance with the criteria set forth in Section J attachment entitled Flat Zone Performance Criteria for JLENS SDD Contract, Section H-19(c), dated 08/10/12. \*

(b)(4)

(3) For Earned Value and cost reporting purposes, the estimated cost value of \$1,518,857,479 will be used.

d. Changes issued under FAR 52.243-2, Changes - Cost Reimbursement

In the event of a change issued under FAR 52.243-2, Changes - Cost Reimbursement, it is agreed that changes to the performance and schedule incentive may be considered a part of the equitable adjustment. In the event that any Options to CLIN 0017 are added and exercised, the incentive fee for cost and schedule/performance applicable to the Option will be incorporated in accordance with the incentive fee structure of this provision.

5. The following is an update to Modification P00259 showing a summary of funding by ACRN through Modification P00260:

ACRN      FUNDING

002598

AA	440,100.00
AB	2,298,235.00
AC	17,832,987.00
AD	0.00
AE	7,500,000.00
AF	3,300,000.00
AG	17,192,400.00
AH	700,000.00
AJ	200,000.00
AK	85,000.00
AL	45,000.00
AM	17,045,000.00
AN	5,800.00
AP	20,779,000.00
AQ	105,000.00
AR	35,000.00
AS	0.00
AT	6,984,678.52
AU	7,970,000.00
AV	0.00
AW	100,000.00
AX	3,396,000.00
AY	550,000.00
AZ	19,412,000.00
BA	24,527,878.00
BB	146,000.00

002599

BC	72,000.00
BD	85,000.00
BE	100,000.00
BF	100,000.00
BG	1,975,321.00
BH	38,018,908.00
BJ	7,896,673.34
BK	260,000.00
BL	0.00
BM	125,000.00
BN	103,000.00
BP	10,199,288.50
BU	350,000.00
BV	9,000.00
BW	84,896,852.00
BX	1,146,000.00
BY	3,880,000.00
BZ	190,000.00
KL	118,250.00
KM	192,793,000.00
KN	0.00
KQ	92,811.00
KR	0.00
KS	0.00
KT	386,377,998.00
KU	2,203,183.00
KV	65,000.00

002600

KW	20,000.00
KX	60,000.00
KY	25,000.00
KZ	25,000.00
LA	13,508.00
LB	12,500.00
LC	200,000.00
LD	7,943,648.00
LE	1,173,850.00
LF	10,000.00
LG	62,000.00
LH	400,000.00
LJ	7,476.00
LK	\$281,575,897.00
LL	\$173,798.00
LM	\$1,410,376.00
LN	\$630,061.00
LP	\$83,200.00
LQ	\$235,566.00
LR	\$125,000.00
LS	\$6,069,616.00
LT	\$530,377.00
LU	\$9,100,000.00
LV	\$1,957,265.00
LW	\$255,567.00
LX	\$68,000.00
LY	\$264,807,424.52

002601

LZ	\$1,751,384.00
MA	\$2,982,442.00
MB	\$375,000.00
MC	\$2,283,481.00
MD	\$8,573.00
ME	\$0.00
<b>MF</b>	<b>\$270,907,822.39</b>
MG	\$6,262,095.00
MH	\$213,390.00
MJ	\$858,495.00
MK	\$56,076.00
ML	\$116,044.00
MM	\$1,618,600.00
MN	\$2,573,000.00
MP	\$250,000.00
MQ	\$691,421.00
MR	\$0.00
MS	\$700,000.00
MT	\$16,289,524.00
MU	\$7,864,499.00
MV	\$39,921,199.75
MW	\$10,000,000.00
<b>MX</b>	<b>\$140,795,358.00</b>
MY	\$18,327.00

6. The following is an update to Modification P00259 showing a summary of funding by CLIN by ACRN through Modification P00260:

002602

<u>CLIN</u>	<u>ACRN</u>	<u>FUNDING AMT</u>	<u>CLIN TOTAL</u>
CLIN 0001	AA	440,100.00	
CLIN 0001	AD	0.00	
			440,100.00
CLIN 0003	AB	2,298,235.00	
CLIN 0003	AC	17,832,987.00	
CLIN 0003	AD	0.00	
CLIN 0003	AE	7,500,000.00	
CLIN 0003	AF	3,300,000.00	
CLIN 0003	AG	17,192,400.00	
CLIN 0003	AH	700,000.00	
CLIN 0003	AM	17,045,000.00	
CLIN 0003	AN	5,800.00	
CLIN 0003	AP	20,779,000.00	
CLIN 0003	AS	0.00	
CLIN 0003	AT	6,984,678.52	
CLIN 0003	AW	100,000.00	
CLIN 0003	AY	550,000.00	
			94,288,100.52
CLIN 0005	BA	24,527,878.00	
CLIN 0005	BB	146,000.00	
CLIN 0005	BC	72,000.00	
CLIN 0005	BD	85,000.00	
CLIN 0005	BE	100,000.00	

002603

CLIN 0005	BF	100,000.00
CLIN 0005	BG	1,975,321.00
CLIN 0005	BH	38,018,908.00
CLIN 0005	BL	0.00
CLIN 0005	BZ	0.00
		<u>65,025,107.00</u>
		<u><u>65,025,107.00</u></u>
CLIN 0007AA	BP	10,199,288.50
		<u>10,199,288.50</u>
		<u><u>10,199,288.50</u></u>
CLIN 0009AA	AQ	45,106.00
CLIN 0009AA	AV	0.00
CLIN 0009AA	BK	256,545.00
CLIN 0009AA	BM	125,000.00
CLIN 0009AA	BN	21,315.00
		<u>447,966.00</u>
		<u><u>447,966.00</u></u>
CLIN 0009AB	AJ	200,000.00
CLIN 0009AB	AK	85,000.00
CLIN 0009AB	AL	45,000.00
CLIN 0009AB	AQ	59,894.00
CLIN 0009AB	AR	35,000.00
CLIN 0009AB	BK	3,455.00
CLIN 0009AB	BN	81,685.00
CLIN 0009AB	BU	350,000.00
CLIN 0009AB	BV	9,000.00

002604

		<u>869,034.00</u>
CLIN 0013	AU	7,970,000.00
CLIN 0013	AX	3,396,000.00
CLIN 0013	AY	0.00
CLIN 0013	AZ	19,412,000.00
CLIN 0013	BJ	7,896,673.34
		<u>38,674,673.34</u>
CLIN 0017	BW	0.00
CLIN 0017	KM	0.00
		<u>0.00</u>
CLIN 0017AA	BY	3,880,000.00
CLIN 0017AA	BX	1,146,000.00
CLIN 0017AA	BW	84,896,852.00
CLIN 0017AA	BZ	0.00
CLIN 0017AA	KM	192,793,000.00
CLIN 0017AA	KN	0.00
CLIN 0017AA	KQ	66,151.00
CLIN 0017AA	KS	0.00
CLIN 0017AA	KT	386,204,200.00
CLIN 0017AA	KU	2,203,183.00
CLIN 0017AA	KY	0.00
CLIN 0017AA	LC	200,000.00
CLIN 0017AA	LD	7,943,648.00
CLIN 0017AA	LE	0.00

002605

CLIN 0017AA	LH	400,000.00	
CLIN 0017AA	LJ	7,476.00	
CLIN 0017AA	LK	281,575,897.00	
CLIN 0017AA	LQ	235,566.00	
CLIN 0017AA	LS	6,069,616.00	
CLIN 0017AA	LT	530,377.00	
CLIN 0017AA	LU	\$9,100,000.00	
CLIN 0017AA	LV	\$1,957,265.00	
CLIN 0017AA	LW	\$255,567.00	=====
CLIN 0017AA	LX	\$68,000.00	=====
CLIN 0017AA	LY	\$264,807,424.52	=====
CLIN 0017AA	MB	\$375,000.00	=====
CLIN 0017AA	MC	\$2,283,481.00	=====
CLIN 0017AA	MD	\$8,573.00	=====
CLIN 0017AA	ME	\$0.00	=====
CLIN 0017AA	MF	\$270,907,822.39	=====
CLIN 0017AA	MH	\$213,390.00	=====
CLIN 0017AA	MJ	\$858,495.00	=====
CLIN 0017AA	MK	\$56,076.00	=====
CLIN 0017AA	ML	\$116,044.00	=====
CLIN 0017AA	MM	\$1,618,600.00	=====
CLIN 0017AA	MN	\$2,573,000.00	=====
CLIN 0017AA	MP	\$250,000.00	=====
CLIN 0017AA	MQ	\$691,421.00	=====
CLIN 0017AA	MR	\$0.00	=====

002606

CLIN 0017AA	MS	\$700,000.00	
CLIN 0017AA	MT	\$16,289,524.00	
CLIN 0017AA	MV	\$39,921,199.75	
CLIN 0017AA	MW	\$10,000,000.00	
CLIN 0017AA	MX	\$140,795,358.00	
CLIN 0017AA	MY	\$18,327.00	
			<u>1,732,016,533.66</u>
CLIN 0017AB	KL	118,250.00	
			<u>118,250.00</u>
CLIN 0017AC	BZ	190,000.00	
			<u>190,000.00</u>
CLIN 0017AD	KN	0.00	
CLIN 0017AD	KS	0.00	
			<u>0.00</u>
CLIN 0017AE	LL	173,798.00	
			<u>173,798.00</u>
CLIN 0017AH	KT	173,798.00	
			<u>173,798.00</u>

002607

CLIN 0020AA	KN	0.00	
CLIN 0020AA	KQ	26,660.00	
			<u>26,660.00</u>
			<u><u>26,660.00</u></u>
CLIN 0021AA	KW	0.00	
			<u>0.00</u>
			<u><u>0.00</u></u>
CLIN 0021AB	KV	0.00	
CLIN 0021AB	LB	0.00	
CLIN 0021AB	KX	0.00	
CLIN 0021AB	KY	0.00	
			<u>0.00</u>
			<u><u>0.00</u></u>
CLIN 0021AC	KZ	0.00	
CLIN 0021AC	LA	0.00	
			<u>0.00</u>
			<u><u>0.00</u></u>
CLIN 0022	KW	0.00	
			<u>0.00</u>
			<u><u>0.00</u></u>
CLIN 0023	KX	60,000.00	
CLIN 0023	KY	25,000.00	
CLIN 0023	KV	65,000.00	
CLIN 0023	LB	12,500.00	
CLIN 0023	LF	10,000.00	
CLIN 0023	LR	\$125,000.00	

002608

			<u>297,500.00</u>
CLIN 0024	LA	13,508.00	
CLIN 0024	LG	62,000.00	
CLIN 0024	KZ	25,000.00	
CLIN 0024	KW	20,000.00	
CLIN 0024	LP	83,200.00	
			<u>203,708.00</u>
CLIN 0025	LE	1,173,850.00	
CLIN 0025	LM	1,080,404.00	
CLIN 0025	MA	0.00	
			<u>2,254,254.00</u>
CLIN 0026	LN	630,061.00	
			<u>630,061.00</u>
CLIN 0027	LZ	1,751,384.00	
			<u>1,751,384.00</u>
CLIN 0028	LM	329,972.00	
CLIN 0028	MA	2,982,442.00	
CLIN 0028	MG	6,262,095.00	
CLIN 0028	MU	\$7,864,499	
			<u>17,439,008.00</u>

002609

CLIN 003001*	MX	\$52,974,283.00	_____
CLIN003002*	MX	\$719,132.00	_____
CLIN 000303*	MX	\$5,747.00	_____
CLIN 000304*	MX	\$16,000,000.00	_____
CLIN 000305*	MX	\$16,000,000.00	_____
CLIN 003006*	MX	\$38,000,000.00	_____
CLIN 003007*	MX	\$1,096,196.00	_____
CLIN 003008*	MX	\$16,000,000.00	_____
			_____
			<b>140,795,358.00</b>
			_____

\* CLIN 0030 has been established for the sole purpose of obligating GFEBS funding for performance of SubCLIN 0017AA. Informational SubCLINs under CLIN 0030 will be established each time additional GFEBS funding is obligated. For purposes of this funding update, funding obligated under CLIN 0030 will also be reflected under SubCLIN 0017AA and should not be counted twice with regards to the total contract funding obligated.

(End of Summary of Changes)

002610

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE V	PAGE OF PAGES 1   15
2. AMENDMENT/MODIFICATION NO. P00261		3. EFFECTIVE DATE 13-Nov-2012	4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO (If applicable)
6. ISSUED BY USASMDC/ARSTRAT SMDC-RDC PO BOX 1900 HUNTSVILLE AL 35897-3901		CODE W9113M	7. ADMINISTERED BY (If other than item 6) DCMA RAYTHEON 50 APPLE HILL DRIVE M/S T2FR2 TEWKSBURY MA 01878		CODE S2205A
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) RAYTHEON COMPANY 350 LOWELL ST. ANDOVER MA 01810-4400				9A. AMENDMENT OF SOLICITATION NO.	
				9B. DATED (SEE ITEM 11)	
				X 10A. MOD. OF CONTRACT/ORDER NO. DASG60-88-C-0001	
				X 10B. DATED (SEE ITEM 13) 30-Jan-1998	
CODE 0571B		FACILITY CODE			
<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA (If required) <b>See Schedule</b>					
<b>13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.</b>					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).					
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:					
X D. OTHER (Specify type of modification and authority) BILATERAL; FAR 52.232-22					
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: [REDACTED] See SF30, block 14, continuation page. (b)(6)					
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as hereto first changed, remains unchanged and in full force and effect.					
[REDACTED] (print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) (b)(6)		
[REDACTED]			[REDACTED]		
[REDACTED]			15C. DATE SIGNED 11/13/12	16C. DATE SIGNED 13 Nov 12 (b)(6)	
[REDACTED]			(Signature of Contracting Officer)		

EXCEPTION TO SF 30  
APPROVED BY OIRM 11-84

30-105-04

STANDARD FORM 30 (Rev. 10-83)  
Prescribed by GSA  
FAR (48 CFR) 53.243

002611

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

1. SECTION B - SUPPLIES OR SERVICES AND PRICES

CLIN 0030

The total cost of this line item has decreased by \$2,000,000.00 from \$140,795,358.00 to \$138,795,358.00.

\*

\* As stated in Modification P00251, CLIN 0030 has been established for the sole purpose of obligating GFEBs funding for performance of SubCLIN 0017AA. The value of CLIN 0030 equates to the amount of GFEBs funding obligated for performance of SubCLIN 0017AA and should not be considered additional contract value. Informational SubCLINs under CLIN 0030 will be established each time additional GFEBs funding is obligated. CLIN 0030 and its SubCLINs will not be segregated from SubCLIN 0017AA, identified, accounted for, analyzed, or reported separately from SubCLIN0017, including EVMS. All scope remains under SubCLIN 0017AA with associated incentive events and flat zones.

2. SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was decreased by \$2,000,000.00 from \$1,965,219,224.02 to \$1,963,219,224.02.

SUBCLIN 003008:

MX: 02120122013204000001171722550030003242A.0000013.1.1 6100.9000021001 A5XFJ (CIN GFEBs001024670000001) was decreased by \$2,000,000.00 from \$16,000,000.00 to \$14,000,000.00

Estimated Cost, Estimated Fee, and Estimated total for the above decrease of \$2,000,000 is distributed as follows and includes a decrease in estimated cost of [REDACTED] (\$ [REDACTED] of cost and [REDACTED] of facilities capital cost of money) and a decrease in estimated fee of [REDACTED]

Estimated Cost	[REDACTED]
Estimated Fee	[REDACTED]
Total	(\$2,000,000.00)

(b)(4)

(b)(4)

(b)(4)

IMPLEMENTATION OF AND EXPLANATION OF THE RELATIONSHIP OF THE LIMITATION OF FUNDS

002612

(LOF) CLAUSE TO FEE OBLIGATIONS, subparagraph c., is revised to read as follows:

SUBCLIN 0017AA :	<u>PRIOR</u>	THIS <u>MODIFICATION</u>	CUMULATIVE <u>TOTAL*</u>	
(1) Amount Required for Full Funding, Including Fee:	██████████	\$ 0	\$ ██████████	(b)(4)
(2) Amount Allotted Under the LOF Clause for Payment of Costs:	██████████	██████████	██████████	(b)(4)
(3) Amount Separately Obligated for Payment of Fee:	██████████	██████████	\$ ██████████	(b)(4)
(4) Total Amount Allotted and Obligated:	\$1,732,016,533.26	(\$2,000,000.00)	\$1,730,016,533.26	
(5) Net Amount Required for Full Funding	\$ 44,885,598.34	\$ 2,000,000.00	\$ 46,885,598.34	

\* These figures take into consideration the negotiated total value of SubCLIN 0017AA (This does not include SubCLIN 17AH)

3. The following is an update to Modification P00260 showing a summary of funding by ACRN through Modification P00261:

<u>ACRN</u>	<u>FUNDING</u>
AA	440,100.00
AB	2,298,235.00
AC	17,832,987.00
AD	0.00
AE	7,500,000.00
AF	3,300,000.00
AG	17,192,400.00

002613

AH	700,000.00
AJ	200,000.00
AK	85,000.00
AL	45,000.00
AM	17,045,000.00
AN	5,800.00
AP	20,779,000.00
AQ	105,000.00
AR	35,000.00
AS	0.00
AT	6,984,678.52
AU	7,970,000.00
AV	0.00
AW	100,000.00
AX	3,396,000.00
AY	550,000.00
AZ	19,412,000.00
BA	24,527,878.00
BB	146,000.00
BC	72,000.00
BD	85,000.00
BE	100,000.00
BF	100,000.00
BG	1,975,321.00
BH	38,018,908.00
BJ	7,896,673.34
BK	260,000.00

002614

BL	0.00
BM	125,000.00
BN	103,000.00
BP	10,199,288.50
BU	350,000.00
BV	9,000.00
BW	84,896,852.00
BX	1,146,000.00
BY	3,880,000.00
BZ	190,000.00
KL	118,250.00
KM	192,793,000.00
KN	0.00
KQ	92,811.00
KR	0.00
KS	0.00
KT	386,377,998.00
KU	2,203,183.00
KV	65,000.00
KW	20,000.00
KX	60,000.00
KY	25,000.00
KZ	25,000.00
LA	13,508.00
LB	12,500.00
LC	200,000.00
LD	7,943,648.00

002615

LE	1,173,850.00
LF	10,000.00
LG	62,000.00
LH	400,000.00
LJ	7,476.00
LK	\$281,575,897.00
LL	\$173,798.00
LM	\$1,410,376.00
LN	\$630,061.00
LP	\$83,200.00
LQ	\$235,566.00
LR	\$125,000.00
LS	\$6,069,616.00
LT	\$530,377.00
LU	\$9,100,000.00
LV	\$1,957,265.00
LW	\$255,567.00
LX	\$68,000.00
LY	\$264,807,424.52
LZ	\$1,751,384.00
MA	\$2,982,442.00
MB	\$375,000.00
MC	\$2,283,481.00
MD	\$8,573.00
ME	\$0.00
MF	\$270,907,822.39
MG	\$6,262,095.00

002616

MH	\$213,390.00
MJ	\$858,495.00
MK	\$56,076.00
ML	\$116,044.00
MM	\$1,618,600.00
MN	\$2,573,000.00
MP	\$250,000.00
MQ	\$691,421.00
MR	\$0.00
MS	\$700,000.00
MT	\$16,289,524.00
MU	\$7,864,499.00
MV	\$39,921,199.75
MW	\$10,000,000.00
<b>MX</b>	<b>\$138,795,358.00</b>
MY	\$18,327.00

4. The following is an update to Modification P00260 showing a summary of funding by CLIN by ACRN through Modification P00261:

<u>CLIN</u>	<u>ACRN</u>	<u>FUNDING AMT</u>	<u>CLIN TOTAL</u>
CLIN 0001	AA	440,100.00	
CLIN 0001	AD	0.00	
			440,100.00
CLIN 0003	AB	2,298,235.00	

002617

CLIN 0003	AC	17,832,987.00	
CLIN 0003	AD	0.00	
CLIN 0003	AE	7,500,000.00	
CLIN 0003	AF	3,300,000.00	
CLIN 0003	AG	17,192,400.00	
CLIN 0003	AH	700,000.00	
CLIN 0003	AM	17,045,000.00	
CLIN 0003	AN	5,800.00	
CLIN 0003	AP	20,779,000.00	
CLIN 0003	AS	0.00	
CLIN 0003	AT	6,984,678.52	
CLIN 0003	AW	100,000.00	
CLIN 0003	AY	550,000.00	
			<u>94,288,100.52</u>
CLIN 0005	BA	24,527,878.00	
CLIN 0005	BB	146,000.00	
CLIN 0005	BC	72,000.00	
CLIN 0005	BD	85,000.00	
CLIN 0005	BE	100,000.00	
CLIN 0005	BF	100,000.00	
CLIN 0005	BG	1,975,321.00	
CLIN 0005	BH	38,018,908.00	
CLIN 0005	BL	0.00	
CLIN 0005	BZ	0.00	
			<u>65,025,107.00</u>

002618

CLIN 0007AA	BP	10,199,288.50	
			<u>10,199,288.50</u>
CLIN 0009AA	AQ	45,106.00	
CLIN 0009AA	AV	0.00	
CLIN 0009AA	BK	256,545.00	
CLIN 0009AA	BM	125,000.00	
CLIN 0009AA	BN	21,315.00	
			<u>447,966.00</u>
CLIN 0009AB	AJ	200,000.00	
CLIN 0009AB	AK	85,000.00	
CLIN 0009AB	AL	45,000.00	
CLIN 0009AB	AQ	59,894.00	
CLIN 0009AB	AR	35,000.00	
CLIN 0009AB	BK	3,455.00	
CLIN 0009AB	BN	81,685.00	
CLIN 0009AB	BU	350,000.00	
CLIN 0009AB	BV	9,000.00	
			<u>869,034.00</u>
CLIN 0013	AU	7,970,000.00	
CLIN 0013	AX	3,396,000.00	
CLIN 0013	AY	0.00	
CLIN 0013	AZ	19,412,000.00	
CLIN 0013	BJ	7,896,673.34	

002619

		<u>38,674,673.34</u>
CLIN 0017	BW	0.00
CLIN 0017	KM	0.00
		<u>0.00</u>
CLIN 0017AA	BY	3,880,000.00
CLIN 0017AA	BX	1,146,000.00
CLIN 0017AA	BW	84,896,852.00
CLIN 0017AA	BZ	0.00
CLIN 0017AA	KM	192,793,000.00
CLIN 0017AA	KN	0.00
CLIN 0017AA	KQ	66,151.00
CLIN 0017AA	KS	0.00
CLIN 0017AA	KT	386,204,200.00
CLIN 0017AA	KU	2,203,183.00
CLIN 0017AA	KY	0.00
CLIN 0017AA	LC	200,000.00
CLIN 0017AA	LD	7,943,648.00
CLIN 0017AA	LE	0.00
CLIN 0017AA	LH	400,000.00
CLIN 0017AA	LJ	7,476.00
CLIN 0017AA	LK	281,575,897.00
CLIN 0017AA	LQ	235,566.00
CLIN 0017AA	LS	6,069,616.00
CLIN 0017AA	LT	530,377.00
CLIN 0017AA	LU	\$9,100,000.00

002620

CLIN 0017AA	LV	\$1,957,265.00	
CLIN 0017AA	LW	\$255,567.00	=====
CLIN 0017AA	LX	\$68,000.00	=====
CLIN 0017AA	LY	\$264,807,424.52	=====
CLIN 0017AA	MB	\$375,000.00	=====
CLIN 0017AA	MC	\$2,283,481.00	=====
CLIN 0017AA	MD	\$8,573.00	=====
CLIN 0017AA	ME	\$0.00	=====
CLIN 0017AA	MF	\$270,907,822.39	=====
CLIN 0017AA	MH	\$213,390.00	=====
CLIN 0017AA	MJ	\$858,495.00	=====
CLIN 0017AA	MK	\$56,076.00	=====
CLIN 0017AA	ML	\$116,044.00	=====
CLIN 0017AA	MM	\$1,618,600.00	=====
CLIN 0017AA	MN	\$2,573,000.00	=====
CLIN 0017AA	MP	\$250,000.00	=====
CLIN 0017AA	MQ	\$691,421.00	=====
CLIN 0017AA	MR	\$0.00	=====
CLIN 0017AA	MS	\$700,000.00	=====
CLIN 0017AA	MT	\$16,289,524.00	=====
CLIN 0017AA	MV	\$39,921,199.75	=====
CLIN 0017AA	MW	\$10,000,000.00	=====
CLIN 0017AA	MX	\$138,795,358.00	=====
CLIN 0017AA	MY	\$18,327.00	=====
			=====
			1,730,016,533.26
			=====

002621

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CLIN 0017AB	KL	118,250.00	
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			118,250.00
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			<hr/>
CLIN 0017AC	BZ	190,000.00	
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			190,000.00
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			<hr/>
CLIN 0017AD	KN	0.00	
CLIN 0017AD	KS	0.00	
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			0.00
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CLIN 0017AE	LL	173,798.00	
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			173,798.00
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CLIN 0017AH	KT	173,798.00	
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			173,798.00
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CLIN 0020AA	KN	0.00	
CLIN 0020AA	KQ	26,660.00	
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			26,660.00
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CLIN 0021AA	KW	0.00	
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			0.00
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002622

CLIN 0021AB	KV	0.00	
CLIN 0021AB	LB	0.00	
CLIN 0021AB	KX	0.00	
CLIN 0021AB	KY	0.00	
			<u>0.00</u>
CLIN 0021AC	KZ	0.00	
CLIN 0021AC	LA	0.00	
			<u>0.00</u>
CLIN 0022	KW	0.00	
			<u>0.00</u>
CLIN 0023	KX	60,000.00	
CLIN 0023	KY	25,000.00	
CLIN 0023	KV	65,000.00	
CLIN 0023	LB	12,500.00	
CLIN 0023	LF	10,000.00	
CLIN 0023	LR	\$125,000.00	
			<u>297,500.00</u>
CLIN 0024	LA	13,508.00	
CLIN 0024	LG	62,000.00	
CLIN 0024	KZ	25,000.00	
CLIN 0024	KW	20,000.00	
CLIN 0024	LP	83,200.00	
			<u></u>

002623

			203,708.00
CLIN 0025	LE	1,173,850.00	
CLIN 0025	LM	1,080,404.00	
CLIN 0025	MA	0.00	
			2,254,254.00
CLIN 0026	LN	630,061.00	
			630,061.00
CLIN 0027	LZ	1,751,384.00	
			1,751,384.00
CLIN 0028	LM	329,972.00	
CLIN 0028	MA	2,982,442.00	
CLIN 0028	MG	6,262,095.00	
CLIN 0028	MU	\$7,864,499	
			17,439,008.00
CLIN 003001*	MX	\$52,974,283.00	
CLIN003002*	MX	\$719,132.00	
CLIN 000303*	MX	\$5,747.00	
CLIN 000304*	MX	\$16,000,000.00	
CLIN 000305*	MX	\$16,000,000.00	
CLIN 003006*	MX	\$38,000,000.00	
CLIN 003007*	MX	\$1,096,196.00	

002624

<b>CLIN 003008*</b>	<b>MX</b>	<b>\$14,000,000.00</b>	_____
			_____
			<b>138,795,358.00</b>
			_____

\* CLIN 0030 has been established for the sole purpose of obligating GFEBs funding for performance of SubCLIN 0017AA. Informational SubCLINs under CLIN 0030 will be established each time additional GFEBs funding is obligated. For purposes of this funding update, funding obligated under CLIN 0030 will also be reflected under SubCLIN 0017AA and should not be counted twice with regards to the total contract funding obligated.

(End of Summary of Changes)

002625

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002626

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002631

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE V	PAGE OF PAGES 1   21
2. AMENDMENT/MODIFICATION NO. <b>P00262</b>	3. EFFECTIVE DATE 18-Dec-2012	4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If applicable)
6. ISSUED BY USASMDC/ARSTRAT SMDC-RDC PO BOX 1500 HUNTSVILLE AL 35807-3801	CODE W9113M	7. ADMINISTERED BY (If other than item 6) DCMA RAYTHEON 50 APPLE HILL DRIVE M/S T2FR2 TEWKSBURY MA 01876		CODE S2205A
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) RAYTHEON COMPANY 360 LOWELL ST. ANDOVER MA 01810-4400			9A. AMENDMENT OF SOLICITATION NO.	
			9B. DATED (SEE ITEM 11)	
			X	10A. MOD. OF CONTRACT/ORDER NO. DASG80-98-C-0001
			X	10B. DATED (SEE ITEM 13) 30-Jan-1998
CODE 05718	FACILITY CODE			
<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>				
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.				
<b>12. ACCOUNTING AND APPROPRIATION DATA (If required)</b>				
<b>13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.</b>				
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.				
X B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).				
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:				
D. OTHER (Specify type of modification and authority)				
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.				
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: [REDACTED] See SF30, block 14, continuation page.				
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.				
15A. NAME AND TITLE OF SIGNER (Type or print)		16A. [REDACTED]		
[REDACTED]		TEL: [REDACTED]		
15B. [REDACTED]		15C. DATE SIGNED 12/18/2012		16B. [REDACTED]
[REDACTED]		(Signature of Contracting Officer)		16C. DATE SIGNED 18 DEC 2012

EXCEPTION TO SF 30  
APPROVED BY OIRM 11-84

30-105-04

STANDARD FORM 30 (Rev. 10-83)  
Prescribed by GSA  
FAR (48 CFR) 53.243

002632

(b)(6)

(b)(6)

(b)(6)

(b)(6)

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION A - SOLICITATION/CONTRACT FORM

The following have been added by full text:

PURPOSE

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

The purpose of this modification is to:

1. Correct administrative errors to Modification P00260.
2. Summary of Changes for Modification P00260 should have read as follows:
3. All corrections are shown in **bold red**.

SUMMARY OF CHANGES

1. SECTION A - SOLICITATION/CONTRACT FORM

Change Order Modification P00260 for JLENS based on restructure letter JLENS-2012-031 dated 27 September, 2012. Ceiling of contract will increase by a total of \$59,034,271.

The total cost of this contract was increased by \$59,034,271 from \$1,955,616,308.00 to \$2,014,650,579.00.

2. SECTION B - SUPPLIES OR SERVICES AND PRICES

SUBCLIN 0017AA

The target cost has increased by [REDACTED] from [REDACTED] 00 to [REDACTED]

The target fee has increased by [REDACTED] from [REDACTED] 4 to [REDACTED]

The total target cost plus fee of this line item has increased by \$59,034,271 from \$1,595,383,694 to \$1,654,417,965.

This includes an increase in target cost of [REDACTED], consisting of a \$[REDACTED] increase in cost and a [REDACTED] increase in facilities capital cost of money, and an increase in target fee of [REDACTED]

The target cost and target fee set forth above and in the table below reflects the negotiated Section B values prior to any adjustments made resulting from estimated cost overruns and share ratio impacts to the fee. Any differences between the Estimated Cost values provided below and the Target Cost values provided above and shown on the table below are as a result of estimated cost overruns. Any differences between the Estimated Fee

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

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

002633

values provided below and the Target Fee values provided above and shown on the table below are a result of reductions based on current share ratio impacts to the Target Fee and do not include any allocation for yet to be earned incentives as set forth in Section EI-19. As of the date of this modification, the estimated cost and estimated fee are as follows:

The Estimated Cost is [REDACTED] consisting of \$1 [REDACTED] in cost and [REDACTED] in facilities capital cost of money. (b)(4)

The Estimated Fee is \$ [REDACTED] (b)(4)

Total Estimated Cost plus Fee is \$1,776,902,132.

Pursuant to FAR 16.405-1, the target cost and target fee will be finally determined and adjusted after contract performance.

The table below provides a summary of the target cost, target fee, and total:

CLIN	MOD	TARGET COST	FCCM	TARGET FEE	TOTAL
17AA	Pre-P00251	[REDACTED]	[REDACTED]	[REDACTED]	\$1,594,280,516.00
17AA	P00251	[REDACTED]	[REDACTED]	[REDACTED]	\$1,594,280,516.00
17AA	P00254	[REDACTED]	[REDACTED]	[REDACTED]	\$1,595,005,395.00
17AA	P00258	[REDACTED]	[REDACTED]	[REDACTED]	\$1,595,005,395.00
17AA	P00259	[REDACTED]	[REDACTED]	[REDACTED]	\$1,595,383,694.00
17AA	P00260	[REDACTED]	[REDACTED]	[REDACTED]	\$1,654,417,965.00

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

CLIN 0030

The total cost of this line item has increased by \$16,000,000.00 from \$124,795,358.00 to \$140,795,358.00.

SUBCLIN 003008 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
003008	GFEBS Funding for SubCLIN 0017AA CPIF FOB: Destination				
	ACRN MX CIN: GFEBS001024670000001				\$16,000,000.00

002634

\* As stated in Modification P00251, CLIN 0030 has been established for the sole purpose of obligating GFEBS funding for performance of SubCLIN 0017AA. The value of CLIN 0030 equates to the amount of GFEBS funding obligated for performance of SubCLIN 0017AA and should not be considered additional contract value. Informational SubCLINs under CLIN 0030 will be established each time additional GFEBS funding is obligated. CLIN 0030 and its SubCLINs will not be segregated from SubCLIN 0017AA, identified, accounted for, analyzed, or reported separately from SubCLIN 0017, including EVMS. All scope remains under SubCLIN 0017AA with associated incentive events and flat zones.

**B-17. INCENTIVE FEE FOR SUBCLIN 0017AA/CLIN 0018 (SEE H-19):**

In accordance with FAR 52.216-10, entitled "Incentive Fee", the total amount originally negotiated, adjusted in accordance with paragraph d. of this clause, for target cost and target fee for performance under SubCLIN 0017AA/CLIN 0018 are set forth below:

Target Cost: [REDACTED]  
Target Fee: [REDACTED] (b)(4)  
Incentive Arrangement: Maximum Fee: [REDACTED] (b)(4)  
Minimum Fee: [REDACTED] (b)(4)  
(Share Ratio: Government/Contractor): [REDACTED] (b)(4)

Underrun: [REDACTED] or the amount by which the total allowable cost is less than the estimated cost until maximum fee is attained. (b)(4)  
Overrun: [REDACTED] the amount by which the total allowable cost exceeds the estimated cost until minimum fee is attained. (b)(4)

FAR 52.216-10, INCENTIVE, paragraph (e)(1), is stated as follows:

**(e) Fee Payable.**

(1) The fee payable under this contract shall be the target fee increased by [REDACTED] for every dollar that the total allowable cost is less than the estimated cost or decreased by [REDACTED] for every dollar that the total allowable cost exceeds the estimated cost. In no event shall the fee be greater than [REDACTED] percent (Maximum fee) or less than [REDACTED] percent (Minimum fee) of the estimated cost. (b)(4)  
(b)(4)  
(b)(4)  
(b)(4)

**B-18. ESTIMATED COST, ESTIMATED INCENTIVE FEE, MINIMUM INCENTIVE FEE, MAXIMUM INCENTIVE FEE, AND INCENTIVE ARRANGEMENT FOR SUBCLIN 0017AA/CLIN 0018:**

**SUBCLIN 0017AA - (Two SDD LENS Systems)**

a. Estimated cost: [REDACTED] (b)(4)  
b. Estimated fee: [REDACTED] (b)(4)  
c. Minimum incentive fee: [REDACTED] (b)(4)  
d. Maximum incentive fee: [REDACTED] (b)(4)

002635

e. Total estimated cost and estimated fee: **\$1,776,902,132**

3. SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by \$16,145,226.39 from \$1,949,073,997.63 to \$1,965,219,224.02.

SUBCLIN 0017AA:

MF: 21 1 2040 5L 5L68 P172419E555L 255Y 4M1J730000 S01021 4M1J730000/14MJLE/4M5 was increased by \$126,899.39 from \$270,780,923.00 to \$270,907,822.39

Estimated Cost, Estimated Fee, and Estimated total for the above increase of \$ [REDACTED] is distributed as follows (b)(4)  
and includes an increase in estimated cost of \$ [REDACTED] [REDACTED] cost and [REDACTED] facilities capital (b)(4)  
cost of money) and an increase in estimated fee of [REDACTED] (b)(4)

Estimated Cost	[REDACTED]
Estimated Fee	[REDACTED]
Total	\$126,899.39

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

MY: 21 1 2040 5L 5L68 P172419E555L 2516 4M1MMICST3 S01021 4M1MMICST3/14MJMM/4M5 was increased by \$18,327.00 from \$0.00 to \$18,327.00

The contract ACRN MY has been added.

Estimated Cost, Estimated Fee, and Estimated total for the above increase of \$18,327 is distributed as follows and includes an increase in estimated cost of [REDACTED] [REDACTED] of cost and [REDACTED] of facilities capital cost of money) and an increase in estimated fee of [REDACTED] (b)(4)

Estimated Cost	[REDACTED]
Estimated Fee	[REDACTED]
Total	\$18,327

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

CLIN 0030:

SUBCLIN 003008:

Funding on SUBCLIN 003008 is initiated as follows:

002636

ACRN: MX

CIN: GFEB5001024670000001

Acctg Data: 02120122013204000001171722550030003242A.0000013.1.1 6100.9000021001

Increase: \$16,000,000.00

Total: \$16,000,000.00

Cost Code: A5XPJ

Estimated Cost, Estimated Fee, and Estimated total for the above increase of \$16,000,000 is distributed as follows and includes an increase in estimated cost of \$ [REDACTED] ( \$ [REDACTED] of cost and [REDACTED] of facilities capital cost of money) and an increase in estimated fee of [REDACTED]

(b)(4)  
(b)(5)

Estimated Cost	[REDACTED]
Estimated Fee	[REDACTED]
<b>Total</b>	<b>\$16,000,000</b>

(b)(4)  
(b)(5)

IMPLEMENTATION OF AND EXPLANATION OF THE RELATIONSHIP OF THE LIMITATION OF FUNDS (LOF) CLAUSE TO FEE OBLIGATIONS, subparagraph c., is revised to read as follows:

(b)(4)

SUBCLIN 0017AA :

	<u>PRIOR</u>	<u>THIS MODIFICATION</u>	<u>CUMULATIVE TOTAL*</u>
(1) Amount Required for Full Funding, Including Fee:	\$1,717,867,861	\$ 59,034,271	\$ 1,776,902,132
(2) Amount Allotted Under the LOF Clause for Payment of Costs:	[REDACTED]	[REDACTED]	[REDACTED]
(3) Amount Separately Obligated for Payment of Fee:	[REDACTED]	[REDACTED]	[REDACTED]
(4) Total Amount Allotted and Obligated:	\$1,715,871,307.27	\$16,145,226.39	\$1,732,016,533.66
(5) Net Amount Required for Full Funding	\$ 1,996,553.73	\$ 42,889,044.61	\$ 44,885,598.34

(b)(4)

(b)(4)

38? 146,885,598.34 \* 0 \* 46,885,598.34

002637

\* These figures take into consideration the negotiated total value of SubCLIN 0017AA (This does not include SubCLIN 17AH)

4. SECTION H - SPECIAL CONTRACT REQUIREMENTS is revised as follows:

Paragraph H-19, INCENTIVE FEE STRUCTURE AND PAYMENT FOR CLIN 0017, SYSTEM DEVELOPMENT AND DEMONSTRATION (SDD), subparagraph a., b., and c., are revised as follows:

a. General.

SubCLIN 0017AA, System Development and Demonstration (SDD), is a cost-plus-incentive-fee (CPIF) Line Item with cost and schedule incentives as described below. Paragraph H-19(b) applies only to the Cost Incentive and Paragraph H-19(c) applies only to the Schedule Incentive. The target contract price amount of \$1,654,417,965 includes a target cost of [REDACTED] which includes [REDACTED] of cost and [REDACTED] of facilities capital cost of money) and a target incentive fee of [REDACTED] 36 which is [REDACTED] of target cost less facilities capital cost of money.

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

b. Cost Incentive.

- (1) The target fee payable under SubCLIN 0017AA is [REDACTED] of the estimated cost less facilities capital cost of money (\$ [REDACTED], an amount equal to [REDACTED])
- (2) The maximum fee payable under SubCLIN 0017AA is [REDACTED] of the estimated cost less facilities capital cost of money [REDACTED], an amount equal to [REDACTED]
- (3) The minimum fee payable under SubCLIN 0017AA is [REDACTED] of the estimated cost less facilities capital cost of money ([REDACTED] an amount equal to [REDACTED])
- (4) Fee will be adjusted for actual cost that is less than or more than the estimated cost stated above using a share ratio of [REDACTED] Government, [REDACTED] Contractor for actual costs less than the estimated cost, and a ratio of [REDACTED] Government, [REDACTED] Contractor for actual costs greater than the estimated cost range applied according to Paragraph H-19(c)(1).
- (5) Nothing stated in this clause shall take precedence over the clause 52.216-10 - Incentive Fee contained in this contract.

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

c. Schedule and Performance Incentive.

- (1) A maximum [REDACTED] "flat zone" will be established at the target cost value of \$1,518,857,379 with the conduct of milestones below. The "flat zone" over which the contractor will earn target fee is for eligible costs from [REDACTED] [REDACTED] once the program milestones set forth below are conducted. (Note: As of the effective date of Modification P00260, only [REDACTED] of the maximum [REDACTED] "flat zone" has been acknowledged as earned.)

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

- (a) [REDACTED] of the maximum benefit of the "flat zone", earned by the conduct of the SDD System Functional Review NLT 2nd Quarter, Fiscal Year 2007. (It is hereby acknowledged by the government that Raytheon completed the requirement for this flat zone and earned the "Flat Zone" schedule incentive of [REDACTED]. Final determination of incentive fee payment utilizing the "Flat Zone" amount will be made at the

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

002638

conclusion of the contract. Reference letter dated 5 March 2007 from [REDACTED]

(b)(6)

(b) [REDACTED] of the maximum benefit of the "flat zone", earned by the conduct of SDD/Crit Critical Design review (NLT 2nd) [REDACTED] [REDACTED], Fiscal Year 2009. (It is hereby acknowledged by the government that Raytheon completed the requirements for this flat zone and earned the "Flat Zone" schedule incentive of [REDACTED]. Final determination of incentive fee payment utilizing the "Flat Zone" amount will be made at the conclusion of the contract. Reference letter dated 12 January 2009, from [REDACTED]

(b)(4)  
(b)(4)  
(b)(6)

(c) [REDACTED] of the maximum benefit of the "flat zone", earned by the conduct of the Developmental Test 1 (DT-1) in accordance with the criteria set forth in Section J attachment entitled Flat Zone Performance Criteria for JLENS SDD Contract, Section H-19(c), dated 08/10/12. (It is hereby acknowledged by the government that Raytheon completed the requirement for this flat zone and earned a "Flat Zone" schedule incentive of [REDACTED] of the available [REDACTED]. Final determination of incentive fee payment utilizing the "Flat Zone" amount will be made at the conclusion of the contract.)

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

(d) [REDACTED] of the maximum benefit of the "flat zone", earned by the conduct of the Electromagnetic Environmental Effects (E3) Testing in accordance with the criteria set forth in Section J attachment entitled Flat Zone Performance Criteria for JLENS SDD Contract, Section H-19(c), dated 08/10/12.

(b)(4)

(e) [REDACTED] of the maximum benefit of the "flat zone", earned by the conduct of the Integrated Fire Control Event in accordance with the criteria set forth in Section J attachment entitled Flat Zone Performance Criteria for JLENS SDD Contract, Section H-19(c), dated 08/10/12. (It is hereby acknowledged by the government that Raytheon completed the requirement for this flat zone and earned a "Flat Zone" schedule incentive of [REDACTED] of the available [REDACTED]. Final determination of incentive fee payment utilizing the "Flat Zone" amount will be made at the conclusion of the contract.) \*NOTE: The potential has been decreased from [REDACTED] to [REDACTED] due to movement of the [REDACTED] incentive for [REDACTED]

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

(f) [REDACTED] of the maximum benefit of the "flat zone", earned by the conduct of the Functional Configuration Audit (FCA) #1 in accordance with the criteria set forth in Section J attachment entitled Flat Zone Performance Criteria for JLENS SDD Contract, Section H-19(c), dated 08/10/12. \*Note: The potential has been increased from [REDACTED] to [REDACTED] due to movement of the [REDACTED] incentive for [REDACTED]

(b)(3)(A)  
(i)&Title  
10 Sec 130  
(a)(b)

(g) [REDACTED] of the maximum benefit of the "flat zone", earned by the conduct of Developmental Test 2 (DT-2) in accordance with the criteria set forth in Section J attachment entitled Flat Zone Performance Criteria for JLENS SDD Contract, Section H-19(c), dated 08/10/12. \*

(b)(3)(A)  
(i)&Title  
10 Sec 130  
(a)(b)

(h) [REDACTED] of the maximum benefit of the "flat zone", earned by the conduct of the Early User Test (previously defined as Limited User Test) in accordance with the criteria set forth in Section J attachment entitled Flat Zone Performance Criteria for JLENS SDD Contract, Section H-19(c), dated 08/10/12. \*

(b)(4)

(i) [REDACTED] of the maximum benefit of the "flat zone", earned by the conduct of the Final Functional Configuration Audit (FCA) in accordance with the criteria set forth in Section J attachment entitled Flat Zone Performance Criteria for JLENS SDD Contract, Section H-19(c), dated 08/10/12. \*

(b)(4)

(3) For Earned Value and cost reporting purposes, the estimated cost value of [REDACTED] will be used.

002639

d. Changes issued under FAR 52.243-2, Changes - Cost Reimbursement

In the event of a change issued under FAR 52.243-2, Changes - Cost Reimbursement, it is agreed that changes to the performance and schedule incentive may be considered a part of the equitable adjustment. In the event that any Options to CLIN 0017 are added and exercised, the incentive fee for cost and schedule/performance applicable to the Option will be incorporated in accordance with the incentive fee structure of this provision.

5. The following is an update to Modification P00259 showing a summary of funding by ACRN through Modification P00260:

<u>ACRN</u>	<u>FUNDING</u>
AA	440,100.00
AB	2,298,235.00
AC	17,832,987.00
AD	0.00
AE	7,500,000.00
AF	3,300,000.00
AG	17,192,400.00
AH	700,000.00
AJ	200,000.00
AK	85,000.00
AL	45,000.00
AM	17,045,000.00
AN	5,800.00
AP	20,779,000.00
AQ	105,000.00
AR	35,000.00
AS	0.00
AT	6,984,678.52

002640

AC	7,970,000.00
AV	0.00
AW	100,000.00
AX	3,396,000.00
AY	550,000.00
AZ	19,412,000.00
BA	24,527,878.00
BB	146,000.00
BC	72,000.00
BD	85,000.00
BE	100,000.00
BF	100,000.00
BG	1,975,321.00
BH	38,018,908.00
BJ	7,896,673.34
BK	260,000.00
BL	0.00
BM	125,000.00
BN	103,000.00
BP	10,199,288.50
BU	350,000.00
BV	9,000.00
BW	84,896,852.00
BX	1,146,000.00
BY	3,880,000.00
BZ	190,000.00
KL	118,250.00

002641

KM	192,793,000.00
KN	0.00
KQ	92,811.00
KR	0.00
KS	0.00
KT	386,377,998.00
KU	2,203,183.00
KV	65,000.00
KW	20,000.00
KX	60,000.00
KY	25,000.00
KZ	25,000.00
LA	13,508.00
LB	12,500.00
LC	200,000.00
LD	7,943,648.00
LE	1,173,850.00
LF	10,000.00
LG	62,000.00
LH	400,000.00
LJ	7,476.00
LK	\$281,575,897.00
LL	\$173,798.00
LM	\$1,410,376.00
LN	\$630,061.00
LP	\$83,200.00
LQ	\$235,566.00

002642

LR	\$125,000.00
LS	\$6,069,616.00
LT	\$530,377.00
LU	\$9,100,000.00
LV	\$1,957,265.00
LW	\$255,567.00
LX	\$68,000.00
LY	\$264,807,424.52
LZ	\$1,751,384.00
MA	\$2,982,442.00
MB	\$375,000.00
MC	\$2,283,481.00
MD	\$8,573.00
ME	\$0.00
<b>MF</b>	<b>\$270,907,822.39</b>
MG	\$6,262,095.00
MH	\$213,390.00
MI	\$858,495.00
MK	\$56,076.00
ML	\$116,044.00
MM	\$1,618,600.00
MN	\$2,573,000.00
MP	\$250,000.00
MQ	\$691,421.00
MR	\$0.00
MS	\$700,000.00
MT	\$16,289,524.00

002643

ML	\$7,864,499.00
MV	\$39,921,199.75
MW	\$10,000,000.00
MX	\$140,795,358.00
MY	\$18,327.00

6. The following is an update to Modification P00259 showing a summary of funding by CLIN by ACRN through Modification P00260:

<u>CLIN</u>	<u>ACRN</u>	<u>FUNDING AMT</u>	<u>CLIN TOTAL</u>
CLIN 0001	AA	440,100.00	
CLIN 0001	AD	0.00	
			440,100.00
CLIN 0003	AB	2,298,235.00	
CLIN 0003	AC	17,832,987.00	
CLIN 0003	AD	0.00	
CLIN 0003	AE	7,500,000.00	
CLIN 0003	AF	3,300,000.00	
CLIN 0003	AG	17,192,400.00	
CLIN 0003	AH	700,000.00	
CLIN 0003	AM	17,045,000.00	
CLIN 0003	AN	5,800.00	
CLIN 0003	AP	20,779,000.00	
CLIN 0003	AS	0.00	
CLIN 0003	AT	6,984,678.52	

002644

CLIN 0005	AW	100,000.00	
CLIN 0005		550,000.00	
			<u>94,288,100.52</u>
CLIN 0005	BA	24,527,878.00	
CLIN 0005	BB	146,000.00	
CLIN 0005	BC	72,000.00	
CLIN 0005	BD	85,000.00	
CLIN 0005	BE	100,000.00	
CLIN 0005	BF	100,000.00	
CLIN 0005	BG	1,975,321.00	
CLIN 0005	BH	38,018,908.00	
CLIN 0005	BL	0.00	
CLIN 0005	BZ	0.00	
			<u>65,025,107.00</u>
CLIN 0007AA	BP	10,199,288.50	
			<u>10,199,288.50</u>
CLIN 0009AA	AQ	45,106.00	
CLIN 0009AA	AV	0.00	
CLIN 0009AA	BK	256,545.00	
CLIN 0009AA	BM	125,000.00	
CLIN 0009AA	BN	21,315.00	
			<u>447,966.00</u>

002645

CLIN 0009AB	AT	200,000.00	
CLIN 0009AB	AS	85,000.00	
CLIN 0009AB	AL	45,000.00	
CLIN 0009AB	AO	59,894.00	
CLIN 0009AB	AP	35,000.00	
CLIN 0009AB	BK	3,455.00	
CLIN 0009AB	BN	81,685.00	
CLIN 0009AB	BL	350,000.00	
CLIN 0009AB	BO	9,000.00	
			<u>869,034.00</u>
CLIN 0013	AU	7,970,000.00	
CLIN 0013	AX	3,396,000.00	
CLIN 0013	AY	0.00	
CLIN 0013	AZ	19,412,000.00	
CLIN 0013	BJ	7,896,673.34	
			<u>38,674,673.34</u>
CLIN 0017	BW	0.00	
CLIN 0017	KM	0.00	
			<u>0.00</u>
CLIN 0017AA	BY	3,880,000.00	
CLIN 0017AA	BX	1,146,000.00	
CLIN 0017AA	BW	84,896,852.00	
CLIN 0017AA	BZ	0.00	

002646

CLIN 0017AA	KM	192,793,000.00	
CLIN 0017AA	KN	0.00	
CLIN 0017AA	KQ	66,151.00	
CLIN 0017AA	KS	0.00	
CLIN 0017AA	KI	386,204,200.00	
CLIN 0017AA	KU	2,203,183.00	
CLIN 0017AA	KV	0.00	
CLIN 0017AA	LC	200,000.00	
CLIN 0017AA	LD	7,943,648.00	
CLIN 0017AA	LE	0.00	
CLIN 0017AA	LH	400,000.00	
CLIN 0017AA	LJ	7,476.00	
CLIN 0017AA	LK	281,575,897.00	
CLIN 0017AA	L	235,566.00	
CLIN 0017AA	LI	6,069,616.00	
CLIN 0017AA	LJ	530,377.00	
CLIN 0017AA	L	\$9,100,000.00	
CLIN 0017AA	L	\$1,957,265.00	
CLIN 0017AA	LW	\$255,567.00	=====
CLIN 0017AA	LC	\$68,000.00	=====
CLIN 0017AA	LJ	\$264,807,424.52	=====
CLIN 0017AA	MB	\$375,000.00	=====
CLIN 0017AA	MC	\$2,283,481.00	=====
CLIN 0017AA	MD	\$8,573.00	=====
CLIN 0017AA	ME	\$0.00	=====
CLIN 0017AA	MF	\$270,907,822.39	=====

002647

CLIN 0017AA		\$213,390.00	
CLIN 0017AA	A	\$858,495.00	
CLIN 0017AA	AK	\$56,076.00	
CLIN 0017AA	AL	\$116,044.00	
CLIN 0017AA	AM	\$1,618,600.00	
CLIN 0017AA	AN	\$2,573,000.00	
CLIN 0017AA	AP	\$250,000.00	
CLIN 0017AA	AQ	\$691,421.00	
CLIN 0017AA	AR	\$0.00	
CLIN 0017AA	AS	\$700,000.00	
CLIN 0017AA	AT	\$16,289,524.00	
CLIN 0017AA	AV	\$39,921,199.75	
CLIN 0017AA	AW	\$10,000,000.00	
CLIN 0017AA	AX	\$40,795,358.00	
CLIN 0017AA	AY	\$18,327.00	
			1,732,016,533.66
			0.37
CLIN 0017AB		118,250.00	118,250.00
CLIN 0017AC		190,000.00	190,000.00

002648

CLIN 0017AD	KV	0.00	
CLIN 0017AD	KS	0.00	
			<u>0.00</u>
			<u><u>0.00</u></u>
CLIN 0017AE	LL	173,798.00	
			173,798.00
CLIN 0017AH	AT	173,798.00	
			<u>173,798.00</u>
			<u><u>173,798.00</u></u>
CLIN 0020AA	AN	0.00	
CLIN 0020AA	KQ	26,660.00	
			<u>26,660.00</u>
			<u><u>26,660.00</u></u>
CLIN 0021AA	KW	0.00	
			<u>0.00</u>
			<u><u>0.00</u></u>
CLIN 0021AB	KV	0.00	
CLIN 0021AB	LB	0.00	
CLIN 0021AB	KC	0.00	
CLIN 0021AB	KY	0.00	
			<u>0.00</u>
			<u><u>0.00</u></u>
CLIN 0021AC	KZ	0.00	
CLIN 0021AC	LA	0.00	
			<u>0.00</u>
			<u><u>0.00</u></u>

002649

CLIN 0022	KV	0.00	
			<u>0.00</u>
CLIN 0025	KX	60,000.00	
CLIN 0025	KY	25,000.00	
CLIN 0023	KV	65,000.00	
CLIN 0023	LB	12,500.00	
CLIN 0023	LF	10,000.00	
CLIN 0023	LR	\$125,000.00	
			<u>297,500.00</u>
CLIN 0024	LA	13,508.00	
CLIN 0024	LG	62,000.00	
CLIN 0024	KZ	25,000.00	
CLIN 0024	KW	20,000.00	
CLIN 0024	LP	83,200.00	
			<u>203,708.00</u>
CLIN 0025	LE	1,173,850.00	
CLIN 0025	LM	1,080,404.00	
CLIN 0025	MA	0.00	
			<u>2,254,254.00</u>
CLIN 0026	LN	630,061.00	
			<u>630,061.00</u>

002650

CLIN 0027		1,751,384.00	
			1,751,384.00
CLIN 0028		329,972.00	
CLIN 0028		2,982,442.00	
CLIN 0028		6,262,095.00	
CLIN 0028		\$7,864,499	
			17,439,008.00
CLIN 003001*	MX	\$52,974,283.00	
CLIN003002*	MX	\$719,132.00	
CLIN 000303*	MX	\$5,747.00	
CLIN 000304*	MX	\$16,000,000.00	
CLIN 000305*	MX	\$16,000,000.00	
CLIN 003006*	MX	\$38,000,000.00	
CLIN 003007*	MX	\$1,096,196.00	
CLIN 003008*	MX	\$16,000,000.00	
			140,795,358.00

\* CLIN 0030 has been established for the sole purpose of obligating GFEBs funding for performance of SubCLIN 0017AA. Informational SubCLINs under CLIN 0030 will be established each time additional GFEBs funding is obligated. For purposes of this funding update, funding obligated under CLIN 0030 will also be reflected under SubCLIN 0017AA and should not be counted twice with regards to the total contract funding obligated.

(End of Summary of Changes)

002651

002652

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE V	PAGE OF PAGES 1   4
2. AMENDMENT/MODIFICATION NO P00263	3. EFFECTIVE DATE 14-Feb-2013	4. REQUISITION/PURCHASE REQ. NO 0010303589		5. PROJECT NO. (If applicable)
6. ISSUED BY USASMD/ARSTRAT SMDC-RDC PO BOX 1500 HUNTSVILLE AL 35807-3801	CODE W9113M	7. ADMINISTERED BY (If other than item 6) DCMA RAYTHEON 50 APPLE HILL DRIVE M/S T2F2 TEWKSBURY MA 01876		CODE S2205A
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) RAYTHEON COMPANY 350 LOWELL ST ANDOVER MA 01810-4400			9A. AMENDMENT OF SOLICITATION NO.	
			9B. DATED (SEE ITEM 11)	
			X 10A. MOD. OF CONTRACT/ORDER NO. DASG60-98-C-0001	
			X 10B. DATED (SEE ITEM 13) 30-Jan-1998	
CODE 05716		FACILITY CODE		
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended.				
<p>Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:</p> <p>(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.</p>				
12. ACCOUNTING AND APPROPRIATION DATA (If required) <b>See Schedule</b>				
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.				
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.				
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).				
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:				
X D. OTHER (Specify type of modification and authority) Unilateral FAR 52.232-22 Incremental Funding				
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.				
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: <span style="background-color: black; color: black;">[REDACTED]</span> (b)(6) The purpose of this modification is to incrementally fund CLIN 0017AA via CLIN 0030 ACRN MZ in the amount of \$21,000,000.00. ACRN KM for SLIN 0017AA in section G is incorrect and should be disregarded. Funded amount total as a result of this modification in section G is incorrect and should be disregarded.				
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.				
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) (b)(6)	
15B. CONTRACTOR/OFFEROR			16B. UNITED STATES OF AMERICA (b)(6)	
15C. DATE SIGNED			16C. DATE SIGNED (b)(6)	
(Signature of person authorized to sign)			(Signature of Contracting Officer)	
			14-Feb-2013 (b)(6)	

EXCEPTION TO SF 30  
APPROVED BY OIRM 11-84

30-105-04

002653

STANDARD FORM 30 (Rev. 10-83)  
Prescribed by GSA  
FAR (48 CFR) 53.243

## SECTION SF 30 BLOCK 14 CONTINUATION PAGE

**SUMMARY OF CHANGES**

## SECTION A - SOLICITATION/CONTRACT FORM

The following have been added by full text:

PURPOSE

CLIN 0030

\* As stated in Modification P00251, CLIN 0030 has been established for the sole purpose of obligating GFEBs funding for performance of SubCLIN 0017AA. The value of CLIN 0030 equates to the amount of GFEBs funding obligated for performance of SubCLIN 0017AA and should not be considered additional contract value. Informational SubCLINs under CLIN 0030 will be established each time additional GFEBs funding is obligated. CLIN 0030 and its SubCLINs will not be segregated from SubCLIN 0017AA, identified, accounted for, invoiced, analyzed, or reported separately from SubCLIN 0017, including EVMS. All scope remains under SubCLIN 0017AA with associated incentive events and flat zones.

The following have been deleted:

PURPOSE

PURPOSE

PURPOSE

PURPOSE

## SECTION B - SUPPLIES OR SERVICES AND PRICES

SUBCLIN 003009 is added as follows:

002654

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
003009	GFEBs Funding for SubCLIN 0017AA CPIF FOB: Destination PURCHASE REQUEST NUMBER: 0010303589				\$0.00
				TARGET COST	\$0.00
				TARGET FEE	\$0.00
				TOTAL TGT COST + FEE	\$0.00
				MINIMUM FEE	\$0.00
				MAXIMUM FEE	\$0.00
				SHARE RATIO ABOVE TARGET	
				SHARE RATIO BELOW TARGET	
	ACRN MZ CIN: GFEBs001030358900001				\$21,000,000.00

SECTION E - INSPECTION AND ACCEPTANCE

The following Acceptance/Inspection Schedule was added for SUBCLIN 003009:

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

SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by \$21,000,000.00 from \$1,922,617,489.68 to \$1,943,617,489.68.

SUBCLIN 0017AA:

KM: 21 7 2040 5L 5L68 P17419E555L 255Y 4M7J730000 S01021 4M7J730000/74MJLE/4M was increased by \$192,793,000.00 from \$0.00 to \$192,793,000.00  
 The contract ACRN KP was changed to KM.  
 The Cost Code ` has been added.

SUBCLIN 003009:

Funding on SUBCLIN 003009 is initiated as follows:

ACRN: MZ

CIN: GFEBs001030358900001

002655

Acctng Data: 02120132014204000001171722550030003242A.0009263.1.1

6100.9000021001

Increase: \$21,000,000.00

Total: \$21,000,000.00

Cost Code: A5XFJ

(End of Summary of Changes)

002656

**SUMMARY OF CHANGES**

1. SECTION B - SUPPLIES OR SERVICES AND PRICES

CLIN 0030

The total cost of this line item has increased by \$21,000,000.00 from \$138,795,358.00 to \$159,795,358.00.\*

\* As stated in Modification P00251, CLIN 0030 has been established for the sole purpose of obligating GFEBs funding for performance of SubCLIN 0017AA. The value of CLIN 0030 equates to the amount of GFEBs funding obligated for performance of SubCLIN 0017AA and should not be considered additional contract value. Informational SubCLINs under CLIN 0030 will be established each time additional GFEBs funding is obligated. CLIN 0030 and its SubCLINs will not be segregated from SubCLIN 0017AA, identified, accounted for, invoiced, analyzed, or reported separately from SubCLIN 0017, including EVMS. All scope remains under SubCLIN 0017AA with associated incentive events and flat zones.

SUBCLIN 003009 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
003009	GFEBs Funding for SubCLIN 0017AA CPIF FOB: Destination PURCHASE REQUEST NUMBER: 0010303589				
	ACRN MZ CIN: GFEBs001030358900001				\$21,000,000.00

2. SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by \$21,000,000.00 from \$1,963,219,224.00 to \$1,984,219,224.00.

SUBCLIN 003009:

Funding on SUBCLIN 003009 is initiated as follows:

ACRN: MZ

CIN: GFEBs001030358900001

Acctng Data: 02120132014204000001171722550030003242A.0009263.1.1 6100.9000021001

002657

Increase: \$21,000,000.00

Total: \$21,000,000.00

Cost Code: A5XFJ

Target Cost, Target Fee, and total for the above increase of \$21,000,000 is distributed as follows and includes an increase in target cost of [REDACTED] of cost and [REDACTED] facilities capital cost of money) and an increase in target fee of [REDACTED]

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

Target Cost	[REDACTED]
Target Fee	[REDACTED]
Total	[REDACTED]

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

**IMPLEMENTATION OF AND EXPLANATION OF THE RELATIONSHIP OF THE LIMITATION OF FUNDS (LOF) CLAUSE TO FEE OBLIGATIONS, subparagraph c., is revised to read as follows:**

SUBCLIN 0017AA :

	<u>PRIOR</u>	<u>THIS MODIFICATION</u>	<u>CUMULATIVE TOTAL*</u>
(1) Amount Required for Full Funding, Including Fee:	\$1,776,902,132	\$ 0	\$ 1,776,902,132
(2) Amount Allotted Under the LOF Clause for Payment of Costs:	[REDACTED]	[REDACTED]	[REDACTED] (b)(4)
(3) Amount Separately Obligated for Payment of Fee:	\$ [REDACTED]	[REDACTED]	[REDACTED] (b)(4)
(4) Total Amount Allotted and Obligated:	\$1,732,016,533.66	<b>\$21,000,000</b>	<b>\$1,753,016,533.66</b>
(5) Net Amount Required for Full Funding	\$ 46,885,598.34	<b>(\$21,000,000)</b>	<b>\$ 25,885,598.34</b>

\* These figures take into consideration the negotiated total value of SubCLIN 0017AA (This does not include SubCLIN 17AH)

3. The following is an update to Modification P00255 showing a summary of funding by ACRN through Modification P00263:

<u>ACRN</u>	<u>FUNDING</u>
AA	440,100.00
AB	2,298,235.00
AC	17,832,987.00
AD	0.00
AE	7,500,000.00
AF	3,300,000.00
AG	17,192,400.00
AH	700,000.00
AJ	200,000.00
AK	85,000.00
AL	45,000.00
AM	17,045,000.00
AN	5,800.00

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AP	20,779,000.00
AQ	105,000.00
AR	35,000.00
AS	0.00
AT	6,984,678.52
AU	7,970,000.00
AV	0.00
AW	100,000.00
AX	3,396,000.00
AY	550,000.00
AZ	19,412,000.00
BA	24,527,878.00
BB	146,000.00
BC	72,000.00
BD	85,000.00
BE	100,000.00
BF	100,000.00
BG	1,975,321.00
BH	38,018,908.00
BJ	7,896,673.34
BK	260,000.00
BL	0.00
BM	125,000.00
BN	103,000.00
BP	10,199,288.50
BU	350,000.00
BV	9,000.00
BW	84,896,852.00
BX	1,146,000.00
BY	3,880,000.00
BZ	190,000.00
KL	118,250.00
KM	192,793,000.00
KN	0.00
KQ	92,811.00
KR	0.00
KS	0.00
KT	386,377,998.00
KU	2,203,183.00
KV	65,000.00
KW	20,000.00
KX	60,000.00
KY	25,000.00
KZ	25,000.00
LA	13,508.00
LB	12,500.00
LC	200,000.00
LD	7,943,648.00
LE	1,173,850.00
LF	10,000.00

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LG	62,000.00
LH	400,000.00
LJ	7,476.00
LK	\$281,575,897.00
LL	\$173,798.00
LM	\$1,410,376.00
LN	\$630,061.00
LP	\$83,200.00
LQ	\$235,566.00
LR	\$125,000.00
LS	\$6,069,616.00
LT	\$530,377.00
LU	\$9,100,000.00
LV	\$1,957,265.00
LW	\$255,567.00
LX	\$68,000.00
LY	\$264,807,424.52
LZ	\$1,751,384.00
MA	\$2,982,442.00
MB	\$375,000.00
MC	\$2,283,481.00
MD	\$8,573.00
ME	\$0.00
MF	\$270,514,880.00
MG	\$6,262,095.00
MH	\$213,390.00
MJ	\$858,495.00
MK	\$56,076.00
ML	\$116,044.00
MM	\$1,618,600.00
MN	\$2,573,000.00
MP	\$250,000.00
MQ	\$691,421.00
MR	\$0.00
MS	\$700,000.00
MT	\$16,289,524.00
MU	\$7,864,499.00
MV	\$39,921,199.75
MW	\$10,000,000.00
<b>MX</b>	<b>\$159,795,358.00</b>

4. The following is an update to Modification P00255 showing a summary of funding by CLIN by ACRN through Modification P00256:

<u>CLIN</u>	<u>ACRN</u>	<u>FUNDING AMT</u>	<u>CLIN TOTAL</u>
CLIN 0001	AA	440,100.00	
CLIN 0001	AD	0.00	
			440,100.00

002660

CLIN 0003	AB	2,298,235.00
CLIN 0003	AC	17,832,987.00
CLIN 0003	AD	0.00
CLIN 0003	AE	7,500,000.00
CLIN 0003	AF	3,300,000.00
CLIN 0003	AG	17,192,400.00
CLIN 0003	AH	700,000.00
CLIN 0003	AM	17,045,000.00
CLIN 0003	AN	5,800.00
CLIN 0003	AP	20,779,000.00
CLIN 0003	AS	0.00
CLIN 0003	AT	6,984,678.52
CLIN 0003	AW	100,000.00
CLIN 0003	AY	550,000.00
		<u>94,288,100.52</u>

CLIN 0005	BA	24,527,878.00
CLIN 0005	BB	146,000.00
CLIN 0005	BC	72,000.00
CLIN 0005	BD	85,000.00
CLIN 0005	BE	100,000.00
CLIN 0005	BF	100,000.00
CLIN 0005	BG	1,975,321.00
CLIN 0005	BH	38,018,908.00
CLIN 0005	BL	0.00
CLIN 0005	BZ	0.00
		<u>65,025,107.00</u>

CLIN 0007AA	BP	10,199,288.50
		<u>10,199,288.50</u>

CLIN 0009AA	AQ	45,106.00
CLIN 0009AA	AV	0.00
CLIN 0009AA	BK	256,545.00
CLIN 0009AA	BM	125,000.00
CLIN 0009AA	BN	21,315.00
		<u>447,966.00</u>

CLIN 0009AB	AJ	200,000.00
CLIN 0009AB	AK	85,000.00
CLIN 0009AB	AL	45,000.00
CLIN 0009AB	AQ	59,894.00
CLIN 0009AB	AR	35,000.00
CLIN 0009AB	BK	3,455.00
CLIN 0009AB	BN	81,685.00
CLIN 0009AB	BU	350,000.00
CLIN 0009AB	BV	9,000.00

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			<u>869,034.00</u>
CLIN 0013	AU	7,970,000.00	
CLIN 0013	AX	3,396,000.00	
CLIN 0013	AY	0.00	
CLIN 0013	AZ	19,412,000.00	
CLIN 0013	BJ	7,896,673.34	
			<u>38,674,673.34</u>
CLIN 0017	BW	0.00	
CLIN 0017	KM	0.00	
			<u>0.00</u>
CLIN 0017AA	BY	3,880,000.00	
CLIN 0017AA	BX	1,146,000.00	
CLIN 0017AA	BW	84,896,852.00	
CLIN 0017AA	BZ	0.00	
CLIN 0017AA	KM	192,793,000.00	
CLIN 0017AA	KN	0.00	
CLIN 0017AA	KQ	66,151.00	
CLIN 0017AA	KS	0.00	
CLIN 0017AA	KT	386,204,200.00	
CLIN 0017AA	KU	2,203,183.00	
CLIN 0017AA	KY	0.00	
CLIN 0017AA	LC	200,000.00	
CLIN 0017AA	LD	7,943,648.00	
CLIN 0017AA	LE	0.00	
CLIN 0017AA	LH	400,000.00	
CLIN 0017AA	LJ	7,476.00	
CLIN 0017AA	LK	281,575,897.00	
CLIN 0017AA	LQ	235,566.00	
CLIN 0017AA	LS	6,069,616.00	
CLIN 0017AA	LT	530,377.00	
CLIN 0017AA	LU	\$9,100,000.00	
CLIN 0017AA	LV	\$1,957,265.00	
CLIN 0017AA	LW	\$255,567.00	
CLIN 0017AA	LX	\$68,000.00	
CLIN 0017AA	LY	\$264,807,424.52	
CLIN 0017AA	MB	\$375,000.00	
CLIN 0017AA	MC	\$2,283,481.00	
CLIN 0017AA	MD	\$8,573.00	
CLIN 0017AA	ME	\$0.00	
CLIN 0017AA	MF	\$270,514,880.00	
CLIN 0017AA	MH	\$213,390.00	
CLIN 0017AA	MJ	\$858,495.00	
CLIN 0017AA	MK	\$56,076.00	

002662

CLIN 0017AA	ML	\$116,044.00	
CLIN 0017AA	MM	\$1,618,600.00	
CLIN 0017AA	MN	\$2,573,000.00	
CLIN 0017AA	MP	\$250,000.00	
CLIN 0017AA	MQ	\$691,421.00	
CLIN 0017AA	MR	\$0.00	
CLIN 0017AA	MS	\$700,000.00	
CLIN 0017AA	MT	\$16,289,524.00	
CLIN 0017AA	MV	\$39,921,199.75	
CLIN 0017AA	MW	\$10,000,000.00	
CLIN 0017AA	MX	\$140,795,358.00	
CLIN 0017AA	MY	\$18,327.00	
CLIN 0017AA	MZ	<b>\$21,000,000.00</b>	
			<b>1,751,016,533.66</b>
CLIN 0017AB	KL	118,250.00	118,250.00
CLIN 0017AC	BZ	190,000.00	190,000.00
CLIN 0017AD	KN	0.00	
CLIN 0017AD	KS	0.00	0.00
CLIN 0017AE	LL	173,798.00	173,798.00
CLIN 0017AH	KT	173,798.00	173,798.00
CLIN 0020AA	KN	0.00	
CLIN 0020AA	KQ	26,660.00	26,660.00
CLIN 0021AA	KW	0.00	0.00
CLIN 0021AB	KV	0.00	
CLIN 0021AB	LB	0.00	
CLIN 0021AB	KX	0.00	
CLIN 0021AB	KY	0.00	0.00

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CLIN 0021AC	KZ	0.00	
CLIN 0021AC	LA	0.00	
			<u>0.00</u>
CLIN 0022	KW	0.00	
			<u>0.00</u>
CLIN 0023	KX	60,000.00	
CLIN 0023	KY	25,000.00	
CLIN 0023	KV	65,000.00	
CLIN 0023	LB	12,500.00	
CLIN 0023	LF	10,000.00	
CLIN 0023	LR	\$125,000.00	
			<u>297,500.00</u>
CLIN 0024	LA	13,508.00	
CLIN 0024	LG	62,000.00	
CLIN 0024	KZ	25,000.00	
CLIN 0024	KW	20,000.00	
CLIN 0024	LP	83,200.00	
			<u>203,708.00</u>
CLIN 0025	LE	1,173,850.00	
CLIN 0025	LM	1,080,404.00	
CLIN 0025	MA	0.00	
			<u>2,254,254.00</u>
CLIN 0026	LN	630,061.00	
			<u>630,061.00</u>
CLIN 0027	LZ	1,751,384.00	
			<u>1,751,384.00</u>
CLIN 0028	LM	329,972.00	
CLIN 0028	MA	2,982,442.00	
CLIN 0028	MG	6,262,095.00	
CLIN 0028	MU	\$7,864,499	
			<u>17,439,008.00</u>
CLIN 003001*	MX	\$52,974,283.00	
CLIN003002*	MX	\$719,132.00	
CLIN 000303*	MX	\$5,747.00	
CLIN 000304*	MX	\$16,000,000.00	
CLIN 000305*	MX	\$16,000,000.00	

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CLIN 003006*	MX	\$38,000,000.00	
CLIN 003007*	MX	\$1,096,196.00	
CLIN 003008*	MX	\$14,000,000.00	
<b>CLIN 003009*</b>	<b>MX</b>	<b>\$21,000,000.00</b>	
			<b>159,795,358.00</b>

\* CLIN 0030 has been established for the sole purpose of obligating GFEBs funding for performance of SubCLIN 0017AA. Informational SubCLINs under CLIN 0030 will be established each time additional GFEBs funding is obligated. For purposes of this funding update, funding obligated under CLIN 0030 will also be reflected under SubCLIN 0017AA and should not be counted twice with regards to the total contract funding obligated.

(End of Summary of Changes)

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Not a Contract Document

002666

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE V	PAGE OF PAGES 1   10
2. AMENDMENT/MODIFICATION NO. <b>P00264</b>		3. EFFECTIVE DATE 21-Mar-2013	4. REQUISITION/PURCHASE REQ. NO. 0010303589		5. PROJECT NO. (If applicable)
6. ISSUED BY USASMDG/ARSTRAT SMDG-RDC PO BOX 1900 HUNTSVILLE AL 35897-3801		CODE W9113M	7. ADMINISTERED BY (If other than item 6) DCMA RAYTHEON 50 APPLE HILL DRIVE M/S T2FR2 TEWKSBURY MA 01878		CODE S2205A
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) RAYTHEON COMPANY 350 LOWELL ST. ANDOVER MA 01810-4400				9A. AMENDMENT OF SOLICITATION NO.	
				9B. DATED (SEE ITEM 11)	
				X 10A. MOD. OF CONTRACT/ORDER NO. DASG80-98-C-0001	
				X 10B. DATED (SEE ITEM 13) 30-Jan-1988	
CODE 05716		FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA (If required)					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
X B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).					
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:					
D. OTHER (Specify type of modification and authority)					
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: [REDACTED] See Continuation Page					
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.					
15A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN		15B. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)			
[REDACTED]		[REDACTED]			
15C. DATE SIGNED		15D. DATE SIGNED		15E. DATE SIGNED	
[REDACTED]		[REDACTED]		8 1 MAR 2013	
(Signature of person authorized to sign)		(Signature of Contracting Officer)			
3/21/2013		[REDACTED]			

EXCEPTION TO SF 30  
APPROVED BY OIRM 11-84

30-105-04

STANDARD FORM 30 (Rev. 10-83)  
Prescribed by GSA  
FAR (48 CFR) 53.243

002667

(b)(6)  
(b)(6)  
(b)(6)

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

**The following items are applicable to this modification:**

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

**SUMMARY OF CHANGES**

SECTION A - SOLICITATION/CONTRACT FORM

The following have been added by full text:

**PURPOSE**

**The purpose of this modification is:**

1. **Settlement of P00260 Change Order Modification per the USD, AT&L Nunn-McCurdy directed restructure of JLENS contract DASG60-98-C-0001 submitted in letter JLENS-2012-031.**

**The target cost, target fee, and total contract value will not be adjusted from Change Order modification P00260 and subsequent modifications that make corrections or add incremental funding through modification P00263.**

2. **It is understood that P00260 Change Order amount of \$59,034,271 shall not change from \$59,034,271.00.**
3. **Attach GFE list dated 01/24/2013 in section J of the contract.**
4. **Attach Contractor Furnished Property (CFP) list dated 01/24/2013 which includes Cooperative Engagement Capability (CEC) Hardware, and Revised additional test spares in section J of the contract. Note: Engineering units are acceptable for delivery so long as all components are form, fit and function equivalent.**
5. **Attach revised DD250 Plan dated 02-11-2013 in section J of the contract.**
6. **Attach revised Functional Configuration Audit (FCA) Plan dated 02/14/2013 in section J of the contract.**
7. **Attach revised Master Test Plan dated 02/04/2013 to section J of the contract.**

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8. The requirement to [REDACTED] under this change order is withdrawn in its entirety. (b)(3)(A)  
(i)&Title 10 Sec 130 (a)(b)

9. The cost identified in the JPO analysis for Repair of Repairables (ROR) is [REDACTED] and [REDACTED] will remain at [REDACTED] (these values are included in the \$59,034,271.00 change order P00260, but are to be documented in the modification for baselining purposes). (b)(3)(A)(i)&Title 10 Sec 130 (a)(b) (b)(4) (b)(4)

#### 10. Aerostat Accident Recoup Direction

The Aerostat Accident shall be considered settled within this restructure settlement with no further intent by the Government to take further action in this matter. In consideration for this accident Raytheon shall provide (2) JLENS compliant Tethers in the amount of \$2,316,819.00, as well as the Governments cost avoidance and other consideration. Agreement by Raytheon to this settlement relinquishes all claims for equitable adjustment by Raytheon, and the Government denies the increase to the Contract Budget Baseline (CBB) as requested by Raytheon. In consideration of the foregoing, the Government hereby releases Raytheon from any and all liability under the contract for further claims or liability attributable to the Aerostat Accident.

11. Upon execution of this contract modification, Raytheon will commence re-baselining the work to go including the FY'13 restructure as part of the SDD (CLIN 0017AA). Raytheon will incorporate the changes for the restructured baseline in accordance with its documented process guidelines and procedures.

#### 12. Flat Spot Opportunity Incentive Criteria

##### c. Schedule and Performance Incentive.

(1) A maximum \$ [REDACTED] "flat zone" will be established at the target cost value of [REDACTED] with the conduct of milestones below. The "flat zone" over which the contractor will earn target fee is for eligible costs from [REDACTED] to [REDACTED] once the program milestones set forth below are conducted. (Note: As of the effective date of Modification P00260, only [REDACTED] of the maximum [REDACTED] "flat zone" has been acknowledged as earned.) (b)(4) (b)(4) (b)(4) (b)(4)

(a) [REDACTED] % of the maximum benefit of the "flat zone", earned by the conduct of the SDD System Functional Review NLT 2nd Quarter, Fiscal Year 2007. (It is hereby acknowledged by the government that Raytheon completed the requirement for this (b)(4)

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flat zone and earned the "Flat Zone" schedule incentive of [REDACTED] Final determination of incentive fee payment utilizing the "Flat Zone" amount will be made at the conclusion of the contract. Reference letter, dated 5 March 2007, [REDACTED]

(b)(4)

(b)(6)

(b)(6)

(b) [REDACTED] of the maximum benefit of the "flat zone", earned by the conduct of SDD Orbit Critical Design review NLT 2nd Quarter, Fiscal Year 2009. (It is hereby acknowledged by the government that Raytheon completed the requirement for this flat zone and earned the "Flat Zone" schedule incentive of [REDACTED] Final determination of incentive fee payment utilizing the "Flat Zone" amount will be made at the conclusion of the contract. Reference letter, dated 12 January 2009, [REDACTED]

(b)(6)

(b)(4) (b)(6)

(b)(6)

(b)(6)

(c) [REDACTED] % of the maximum benefit of the "flat zone", earned by the conduct of the Developmental Test 1 (DT-1) in accordance with the criteria set forth in Section J attachment entitled Flat Zone Performance Criteria for JLENS SDD Contract, Section H-19(c), dated 08/10/12. (It is hereby acknowledged by the government that Raytheon completed the requirement for this flat zone and earned a "Flat Zone" schedule incentive of [REDACTED] or [REDACTED] % of the available [REDACTED] Final determination of incentive fee payment utilizing the "Flat Zone" amount will be made at the conclusion of the contract.)

(b)(4)

(b)(4)

(d) \$ [REDACTED] % of the maximum benefit of the "flat zone", earned by the conduct of the Electromagnetic Environmental Effects (E3) Testing in accordance with the criteria set forth in Section J attachment entitled Flat Zone Performance Criteria for JLENS SDD Contract, Section H-19(c), dated 08/10/12.

(b)(4)

(e) [REDACTED], [REDACTED] % of the maximum benefit of the "flat zone", earned by the conduct of the Integrated Fire Control Event in accordance with the criteria set forth in Section J attachment entitled Flat Zone Performance Criteria for JLENS SDD Contract, Section H-19(c), dated 08/10/12. (It is hereby acknowledged by the government that Raytheon completed the requirement for this flat zone and earned a "Flat Zone" schedule incentive of [REDACTED] or [REDACTED] % of the available [REDACTED] \* Final determination of incentive fee payment utilizing the "Flat Zone" amount will be made at the conclusion of the contract.) \*NOTE: The potential has been decreased from \$ [REDACTED] to \$ [REDACTED] due to movement of the \$ [REDACTED] incentive for "[REDACTED]"

(b)(4)

(b)(4)

(b)(4)

(b)(4)

(b)(3)(A)

(i) & Title 10 Sec

130 (a)(b)

(f) \$ [REDACTED] \* [REDACTED] % of the maximum benefit of the "flat zone", earned by the conduct of the Functional Configuration Audit (FCA) #1 in accordance with the criteria set forth in Section J attachment entitled Flat Zone Performance Criteria for JLENS SDD Contract, Section H-19(c), dated 08/10/12. \*Note: The potential has been increased from

(b)(4)

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[REDACTED] to [REDACTED] due to movement of the [REDACTED] incentive for [REDACTED]  
[REDACTED]  
[REDACTED]

(b)(3)(A)  
(i)&Title  
10 Sec 130  
(a)(b)

(b)(4)

(g) [REDACTED], [REDACTED]% of the maximum benefit of the "flat zone", earned by the conduct of Developmental Test 2 (DT-2) in accordance with the criteria set forth in Section J attachment entitled Flat Zone Performance Criteria for JLENS SDD Contract, Section H-19(c), dated 08/10/12. \*

(b)(4)

(h) [REDACTED]% of the maximum benefit of the "flat zone", earned by the conduct of the Early User Test (previously defined as Limited User Test) in accordance with the criteria set forth in Section J attachment entitled Flat Zone Performance Criteria for JLENS SDD Contract, Section H-19(c), dated 08/10/12. \*

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

(i) [REDACTED] [REDACTED]% of the maximum benefit of the "flat zone", earned by the conduct of the Final Functional Configuration Audit (FCA) in accordance with the criteria set forth in Section J attachment entitled Flat Zone Performance Criteria for JLENS SDD Contract, Section H-19(c), dated 08/10/12. \*

(b)(4)

(3) For Earned Value and cost reporting purposes, the estimated cost value of [REDACTED] will be used.

(b)(4)

**d. Changes issued under FAR 52.243-2, Changes - Cost Reimbursement**

In the event of a change issued under FAR 52.243-2, Changes - Cost Reimbursement, it is agreed that changes to the performance and schedule incentive may be considered a part of the equitable adjustment. In the event that any Options to CLIN 0017 are added and exercised, the incentive fee for cost and schedule/performance applicable to the Option will be incorporated in accordance with the incentive fee structure of this provision.

SECTION J - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

The following have been modified:

J-1

SECTION J - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

The following have been modified:

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5. SECTION J – LIST OF ATTACHMENTS:

Section J is changed as shown below:

<u>TITLE</u>	<u>DATE</u>	<u># OF PAGES</u>
Contract Security Classification Specification (DD Form 254), Revision 11 (Added per Modification P00187) (DD Form 254 mailed via US Postal Service)	14 May 09	11
Contract Security Classification Specification (DD Form 254), Revision 13 (Added per Modification P00235)	14 Apr 11	13
JLENS Software Source Code Specifically Negotiated License, 04 Sep 08 License Number JLENS-SWLA-01 (Added per Modification P00166)		8
<u>CLIN 0017:</u> JLENS System Development and Demonstration (SDD) Program Statement of Work (Revised by Incorporating CSDR Plans dated 20 Febr 2007 in Appendix C per Modification P00136)	30 Nov 06 - Revised 20 Feb 07	37
JLENS System Development and Demonstration (SDD) Program Statement of Work (Added per Modification P00187)	Revised 06 Apr 09	38
JLENS System Development and Demonstration (SDD) Program Statement of Work, Revision 2 (Added per Modification P00207)	Revised 09 Mar 10	36
JLENS System Development and Demonstration (SDD) Program Statement of Work, Revision 3 (Added per Modification P00239)	Revised 01 Sep 11	36
JLENS System Development and Demonstration (SDD) Program Statement of Work (Added per Modification P00240)	Revised 26 Sep 11	36
		(b)(3)(A)(i)&Title 10 Sec 130 (a)(b)
Contract Data Requirements List (DD Form 1423) Exhibit A with Distribution List & Data Item Nos. B001 through B062 (Replace Data Item Nos. B026 and B027, only Per Modification P00136) (Replace Data Item Nos. B048 and B049, only Per Modification P00143 & to add statement in Section A of Modification P00143) (Replace Data Item No. B033 only, per Modification P00161)	01 Dec 06  Revised 05 Apr 07  Revised 24 Oct 07  Revised 11 Jul 08	63     1

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Contract Data Requirements List (DD Form 1423) Exhibit A, Data Item Nos. B001 and B014 (Added per Modification P00187)	Revised 07 May 09	2
Contract Data Requirements List (DD Form 1423) Exhibit A, Data Item Nos. B002 through B062 (less B014 ) (Added per Modification P00187)	Revised 20 Mar 09	60
Contract Data Requirements List (DD Form 1423) Exhibit A, Data Item Nos. B001 and B014 (Added per Modification P00239)	Revised 30 Aug 11	2
Contract Data Requirements List (DD Form 1423) Exhibit A, Data Item Nos. B004 (Added per Modification P00257)	Revised 31 Jul 12	1

\*Added statement below to address weekends/Holidays: 24 October 07  
(In Mod P00143)

\*Per a mutual agreement between Raytheon and JLENS Product Office all Contract Data Requirements List (CDRL's) (DD Form 1423) are due on the next business day after the required due date if the due date falls on Saturday, Sunday or a Government Holiday. In addition, for any CDRL with a requirement to resubmit within 10 days or less after receipt of comments, where Raytheon receives the comments on a Friday, the timeframe for resubmittal will begin on the next business day. Statement added in Mod P00143 on 24 Oct. 2007.

GFE/GFP/GFS List for SDD	28 Nov 06	2
Replaced with Rev. B List	15 Oct 07	6
**Add items below	Revised 22 Oct 07	
For record-keeping purposes (Per Mod P00143)		
Replaced with Revision C List (Per Modification P00183)	09 Mar 09	12
Replaced with Revision D List (Per Modification P00207)	23 Feb 10	11

\*\*Per the [REDACTED] Raytheon is authorized rent free use on a non-interference use of the equipment listed below for utilization on JLENS Fire Control Radar Prime Contract DASG60-98-C-0001 for the period from 19 April 2007 through 30 September 2011.

(b)(3)(A)  
(i)&Title 10  
Sec 130 (a)(b)

[REDACTED]

(b)(3)(A)(i)&Title 10  
Sec 130 (a)(b)

[REDACTED]

(b)(3)(A)  
(i)&Title 10  
Sec 130 (a)(b)

[REDACTED]

(b)(3)(A)  
(i)&Title 10  
Sec 130 (a)(b)

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Hereby added in Mod P00148 for tracking purposes:

Originated in Basic Contract:

Government Furnished Equipment - Spiral 1	20 Jun 03	1 List
(Spiral 1 Equipment Transferred to Government	25 Mar 07*	34 pages
Contract DASG60-00-C-0091, DD Form 1149 (attached)	(Revised 21 Nov 07)*	34 pages

[REDACTED]

Ship to address:

[REDACTED]

(b)(6)

\*NOTE: Items 1-1060 transferred to Contract DASG60-00-C-0091 per revised GFE list dated 21 Nov 07. Items 1061 - 1116 GFE items retained on Contract DASG60-98-C-0001 for Spiral 2 per GFE list dated 25 Mar 07.

JLENS Performance Specification, MIS-PRF-55628, Revision A (Added by reference per Modification P00168)	27 Jun 08	136
Annex A to the JLENS Performance Specification, MIS-PRF-55628, Revision A (Added by reference per Modification P00168)	27 Jun 08	10
JLENS SDD DD250 Plan (Added per Modification P00207)	11 Dec 09	5
Engineering Change Proposal (ECP) MI-N3893, Revision 2, CDRL B039-005b	15 Nov 10	15
Engineering Change Proposal (ECP) MI-N3894, CDRL B039-006	18 Aug 10	16
Engineering Change Proposal (ECP) MI-N3895, CDRL B039-007	28 Sep 10	50
Engineering Change Proposal (ECP) JL1359 (Added per Modification P00240)	20 Jun 11	7
Flat Zone Performance Criteria for JLENS SDD Contract, Section H-19(c) (Added per Modification P00242)	01 Nov 11	4
Revised Flat Zone Performance Criteria for JLENS SDD Contract, Section H-19(c) (Added per Modification P00257)	02 Aug 12	7
Test Spares List (Added per Modification P00247)	Undated	8

**SubCLIN 0017AA**

**The following added by reference per Modification P000264**

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↘ <b>Government Furnished Equipment list (GFE)</b>	<b>24 Jan 13</b>	<b>1</b>
↘ <b>Contractor Furnished Property list (CFP)</b> <b>(Includes Cooperative Engagement Capability (CEC Hardware))</b>	<b>24 Jan 13</b>	<b>1</b>
↘ <b>SDD DD250 Plan</b>	<b>11 Feb 13</b>	<b>4</b>
↘ <b>Functional Configuration Audit (FCA) Plan</b>	<b>14 Feb 13</b>	<b>28</b>
<b>FY13 Master Test Plan, H492257 Rev b</b>	<b>04 Feb 13</b>	<b>62</b>
↘ <b>Flat Spot Opportunity Incentive Spreadsheet</b>	<b>N/A</b>	<b>7</b>
↘ <b>FY13 Final Test Spares List</b>	<b>04 Mar 13</b>	<b>6</b>

CLINs 0023 and 0024

JLENS Simulation Support SOW dated 28 January 2008 For JDEP, Nimble Fire and Simulation Support Tasks (Added per Mod P00160)	28 January 2008	2 pages
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CLIN 0025

JLENS Integrated Fire Control Demonstration Program Statement of Work, Revision 3 (Added per Modification P00165)	14 Jan 08	3
JLENS Integrated Fire Control Demonstration Program Program and Technical Clarification Description, incorporated herein by reference (Added per Modification P00165)	25 Jul 08	17
JLENS Integrated Fire Control Demonstration Program Statement of Work, Revision 5 (Added per Modification P00211)	14 Sep 09	3
JLENS Integrated Fire Control Demonstration Program Program and Technical Clarification Description, incorporated herein by reference (Added per Modification P00211)	30 Mar 10	26
Contract Data Requirements List (DD Form 1423) Exhibit B, Data Items Nos. B001 through B004, with Data Item Descriptions (Added per Modification P00165)	16 Oct 07	19
Contract Data Requirements List (DD Form 1423), CLIN 0028, Exhibit B, Data Item Nos. B001 through B006 (Added per Modification P00211)	16 Jun 10	6

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CLIN 0027

JLENS System Integration Lab (SIL)  
Equipment List  
(Added per Modification P00196)

Undated 6

Revision to System Integration Lab (SIL)  
Equipment List  
(Added per Modification P00217)

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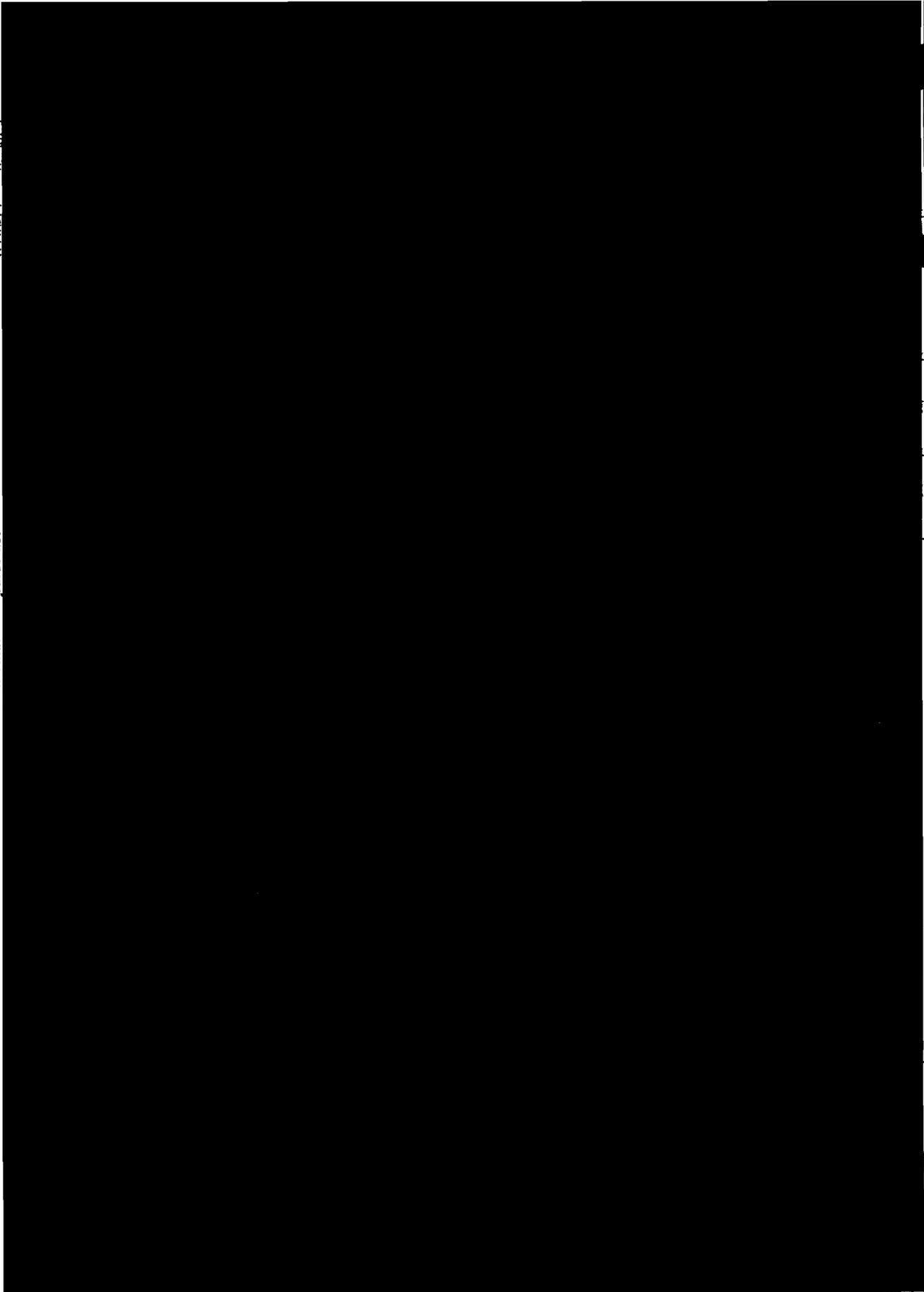
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FY 13 Final

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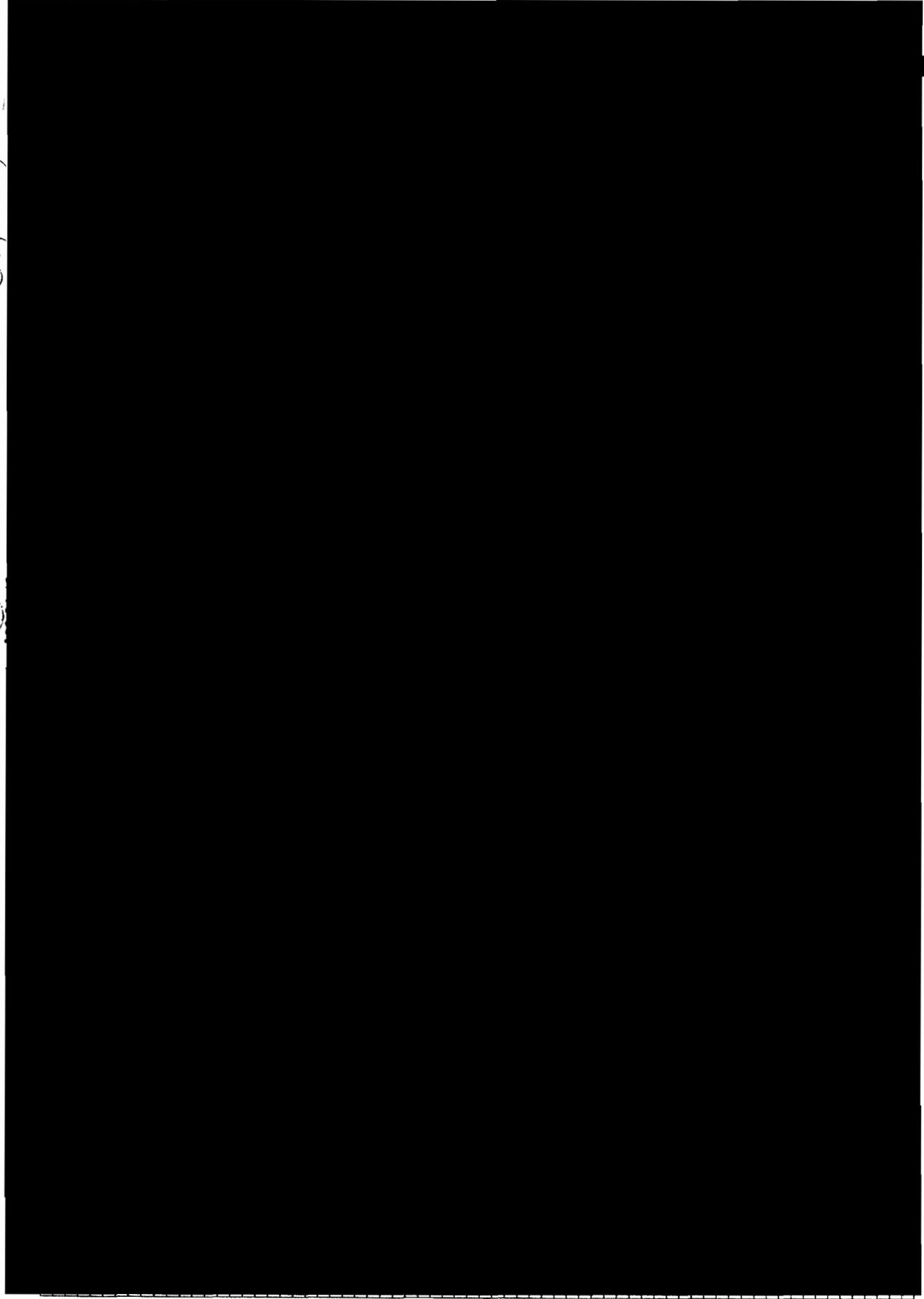
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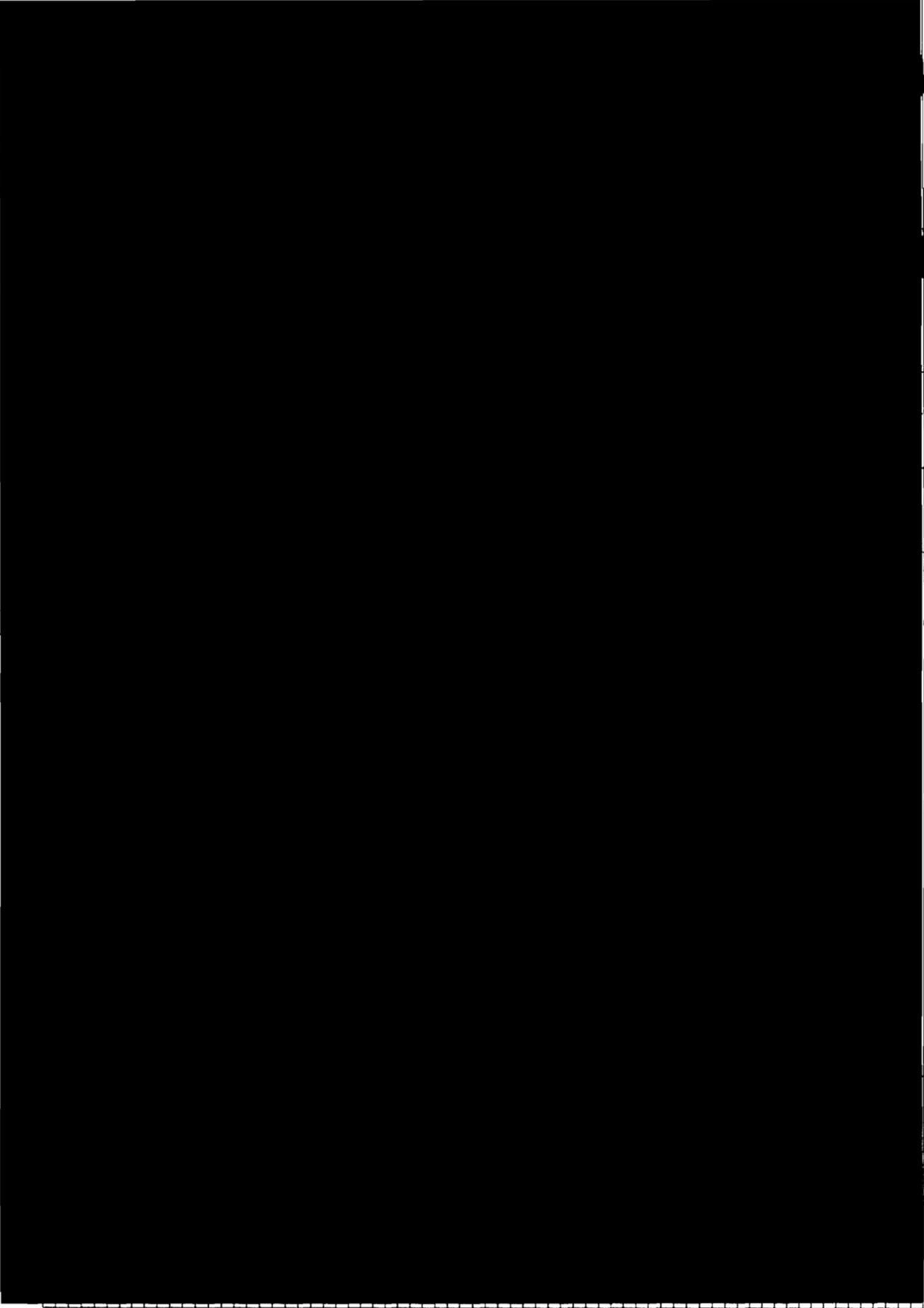
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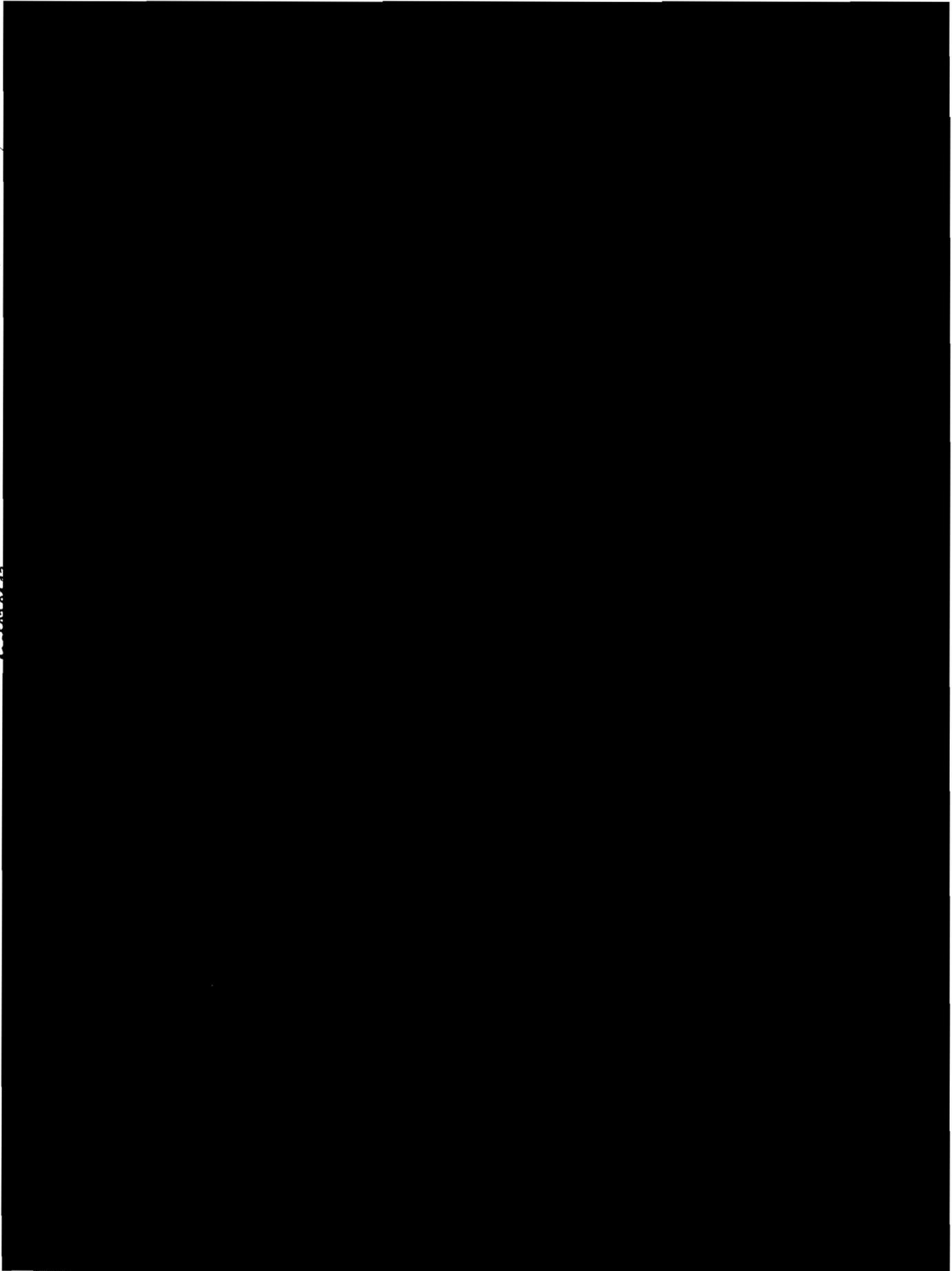
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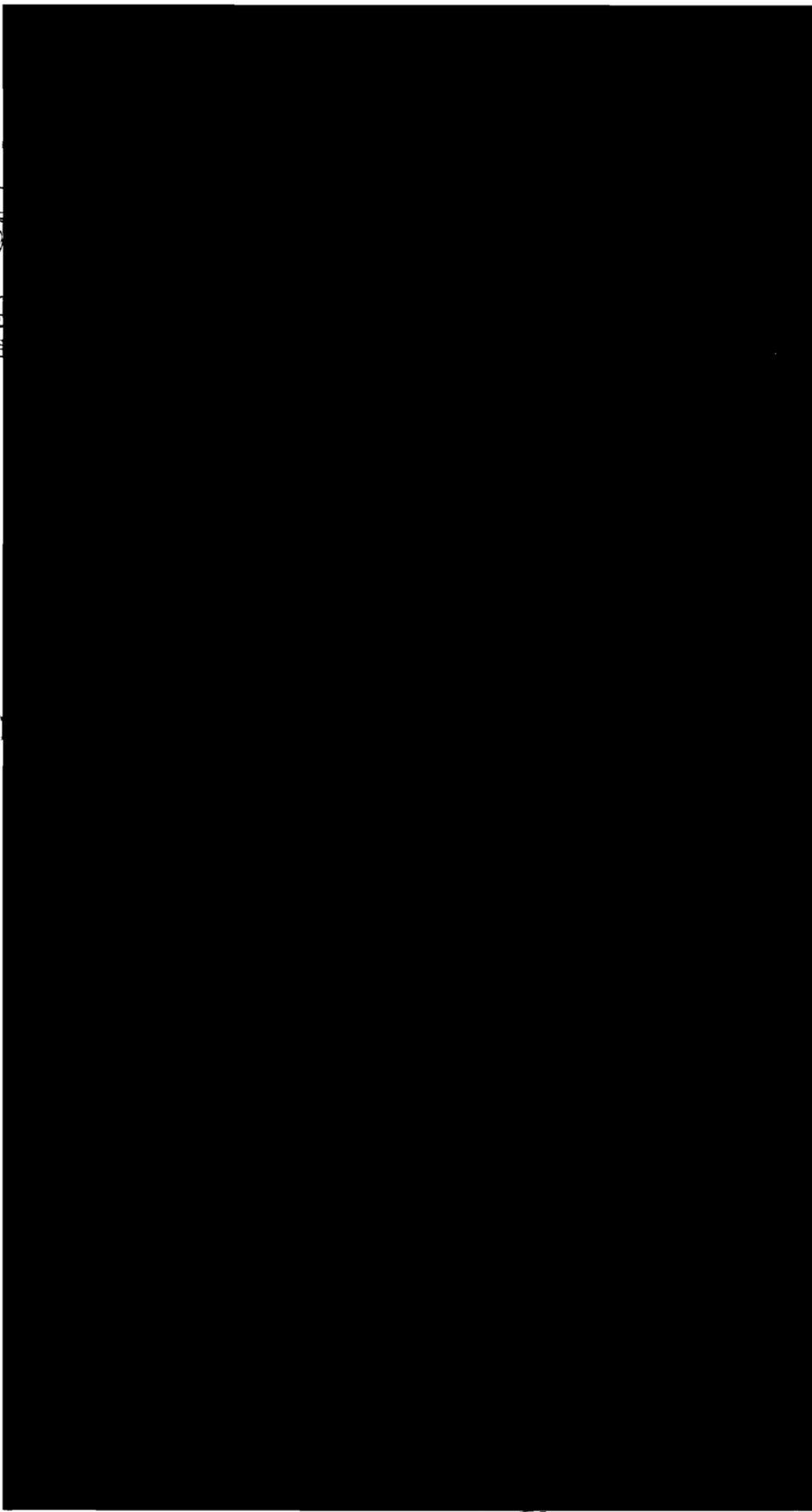
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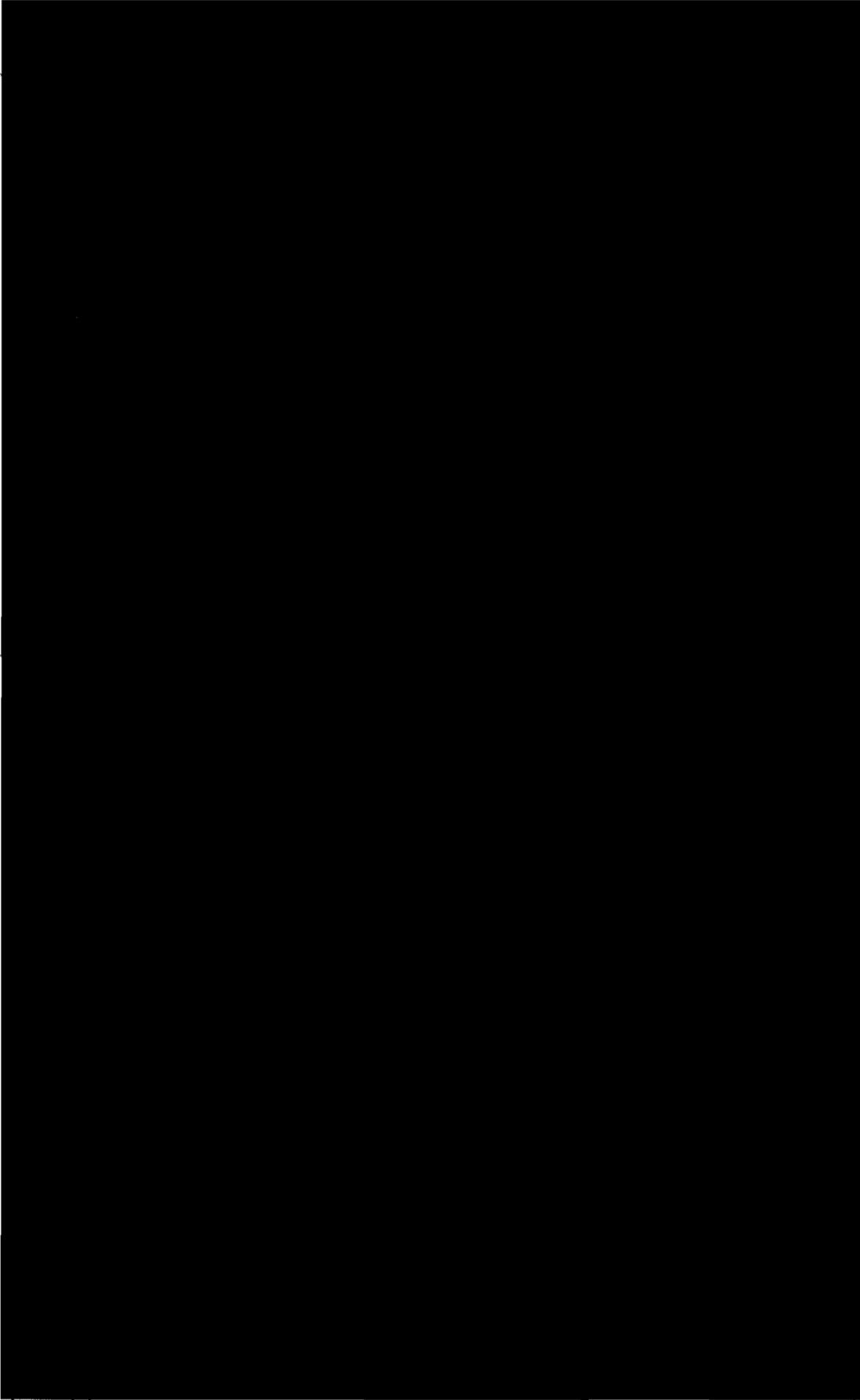
FLAT SPOT INCENTIVE CRITERIA FOR S SDD CONTRACT, SECTION H-19(C)



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FLAT SPOT INCENTIVE CRITERIA FOR: S SDD CONTRACT, SECTION H-19(C)



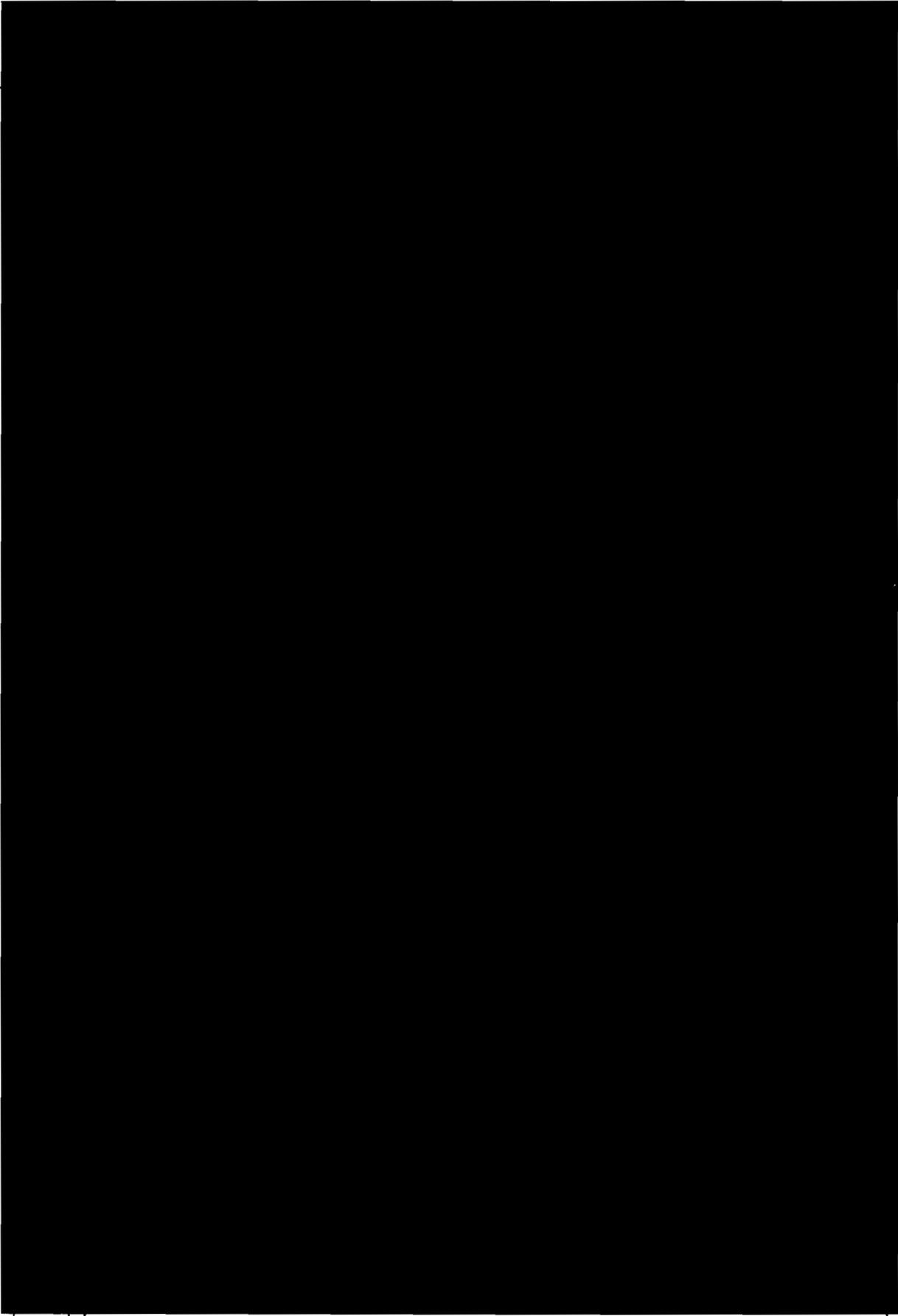
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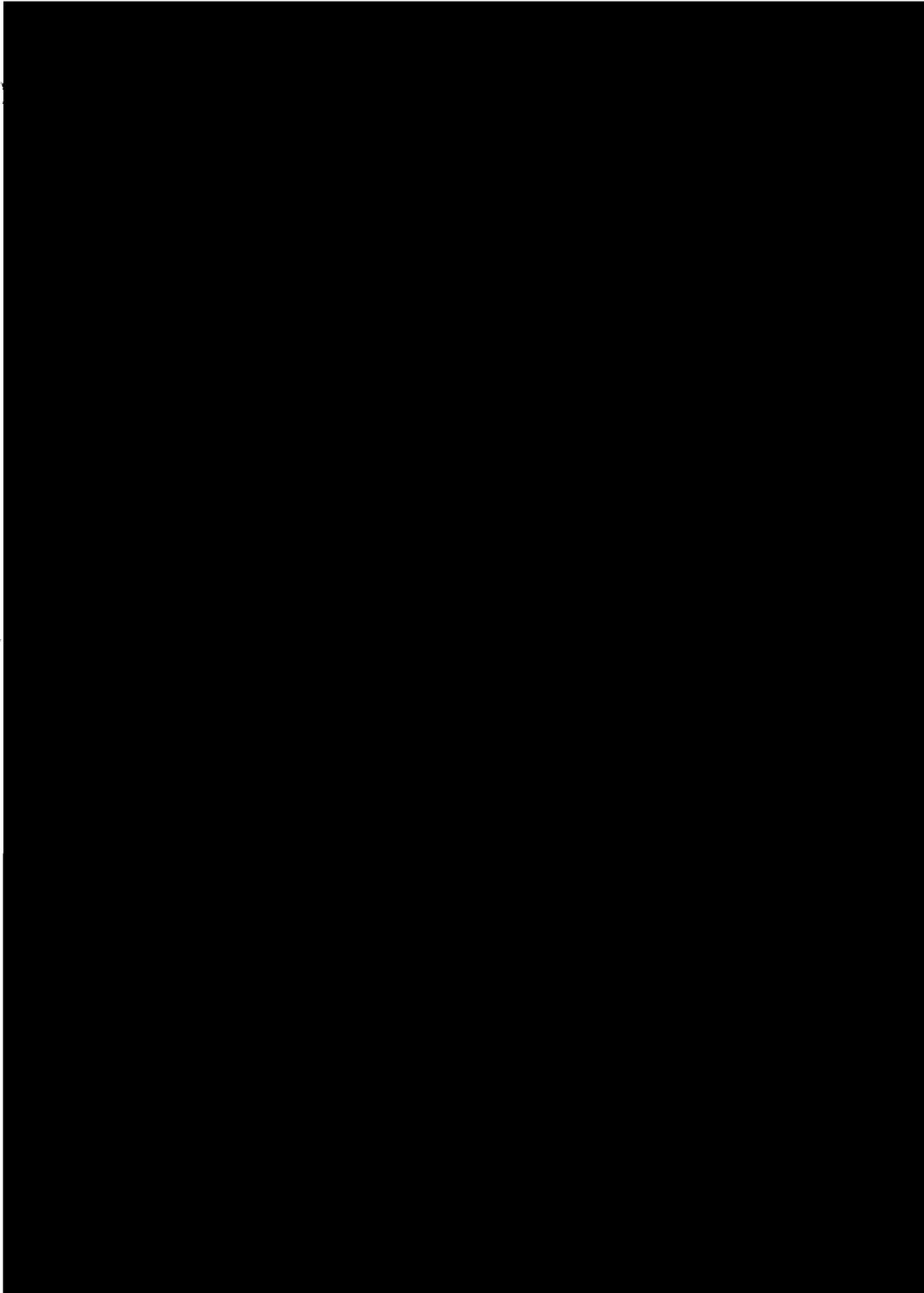
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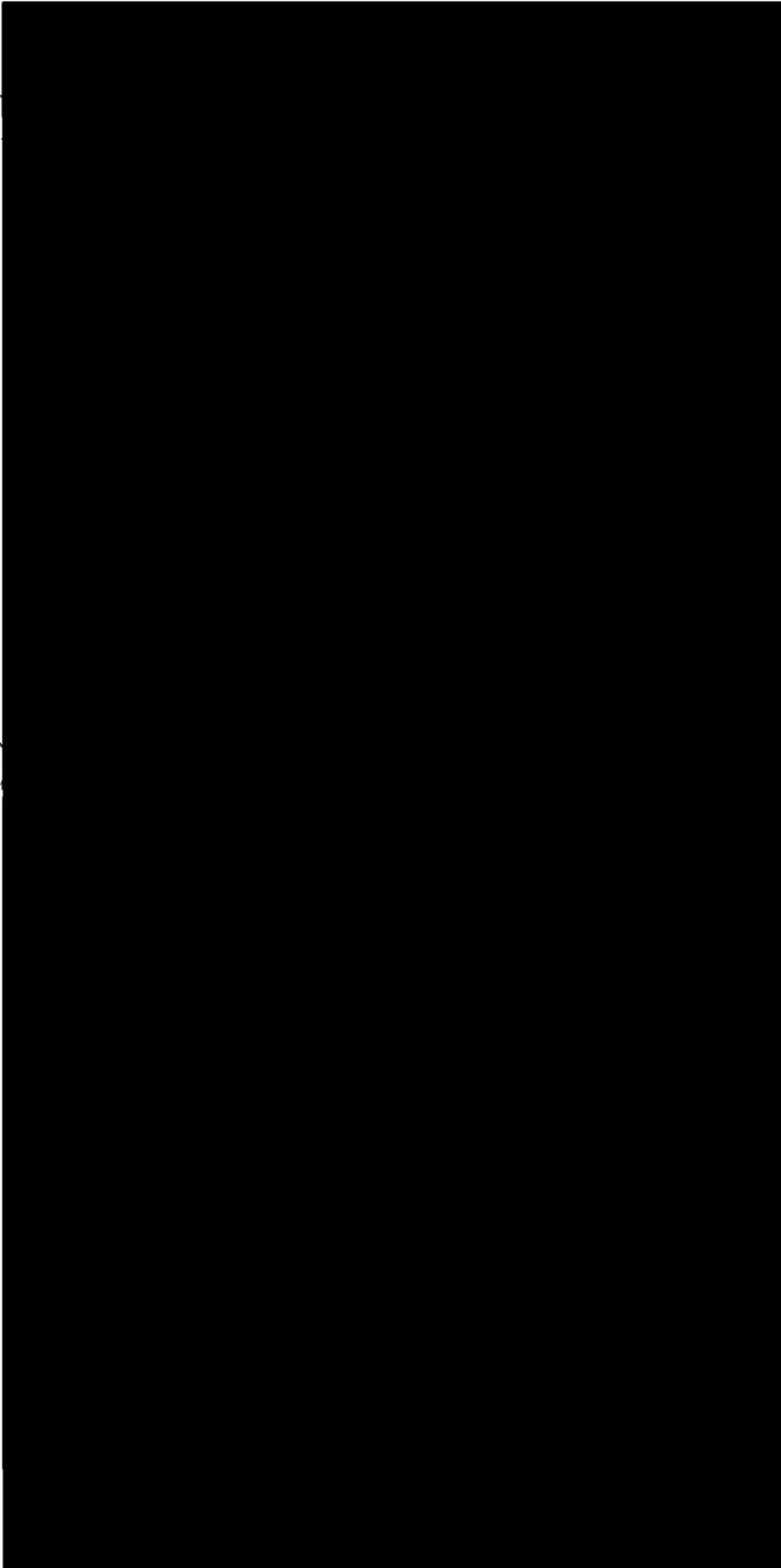
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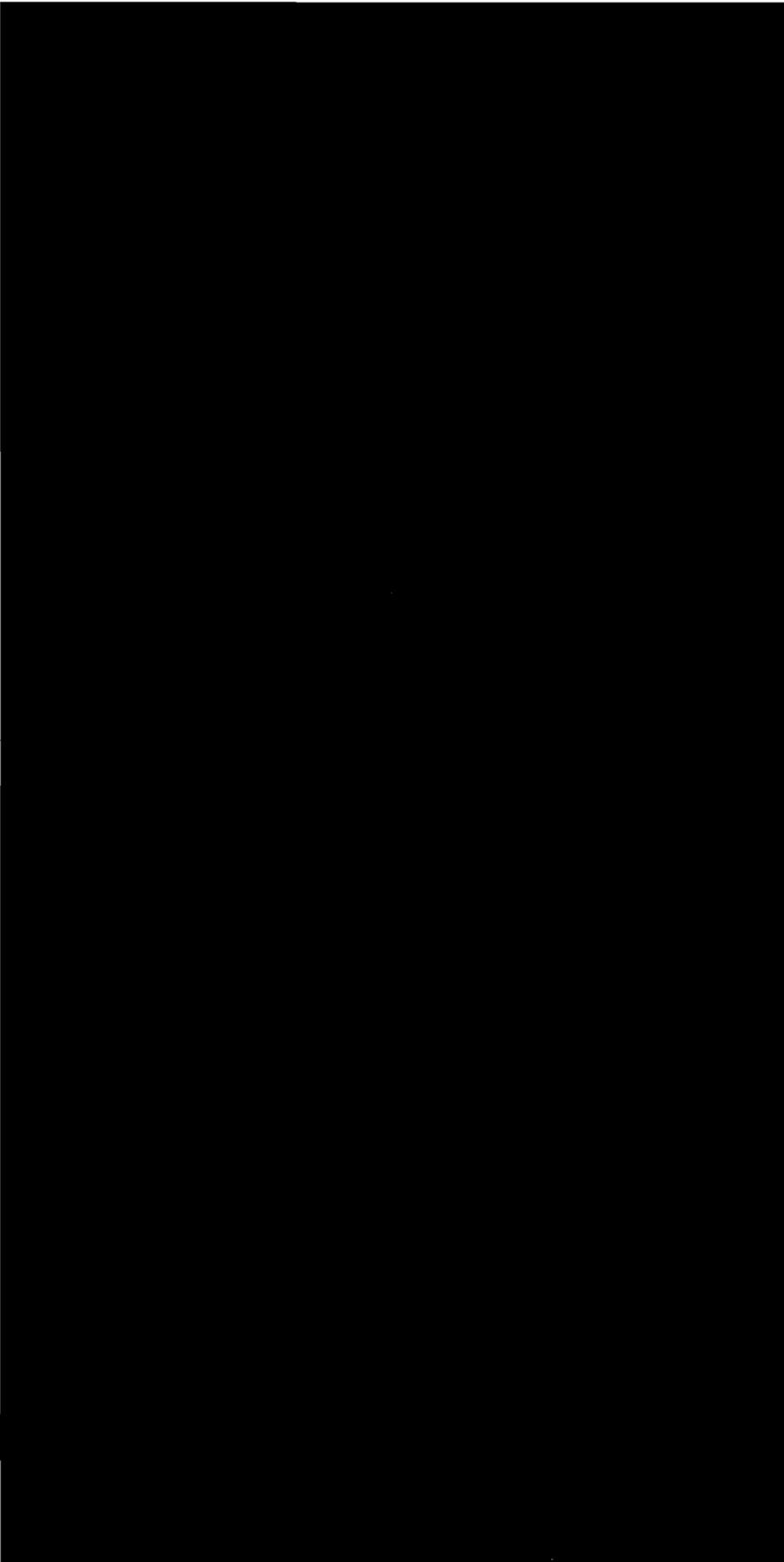
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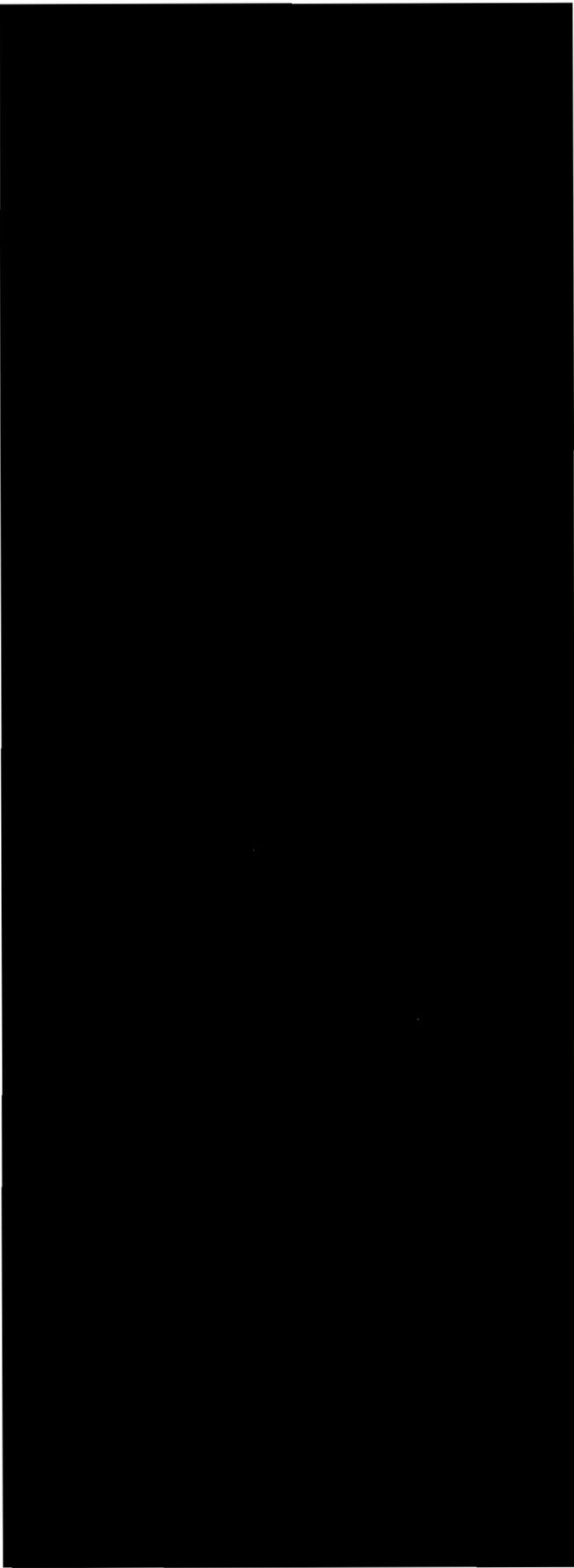


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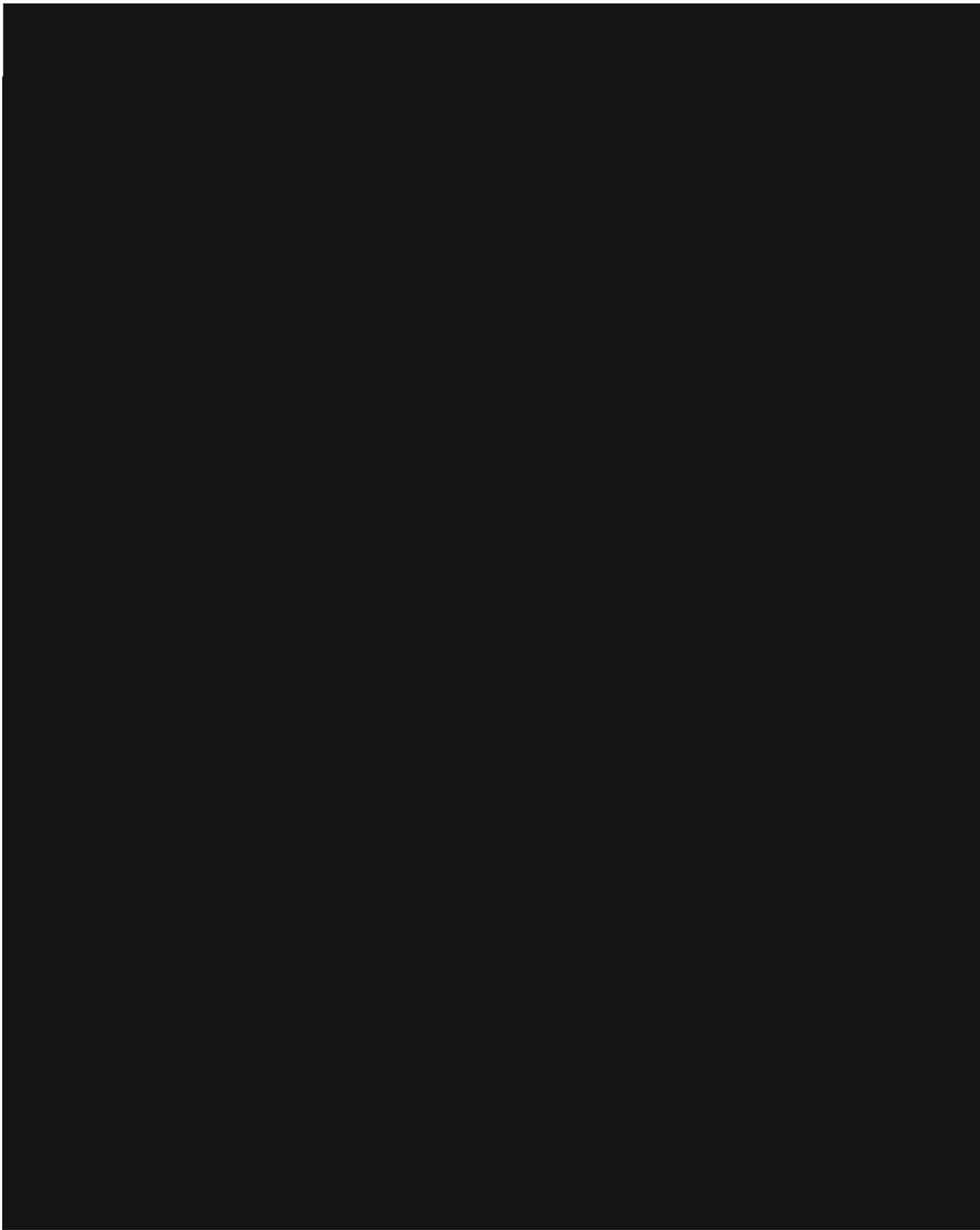
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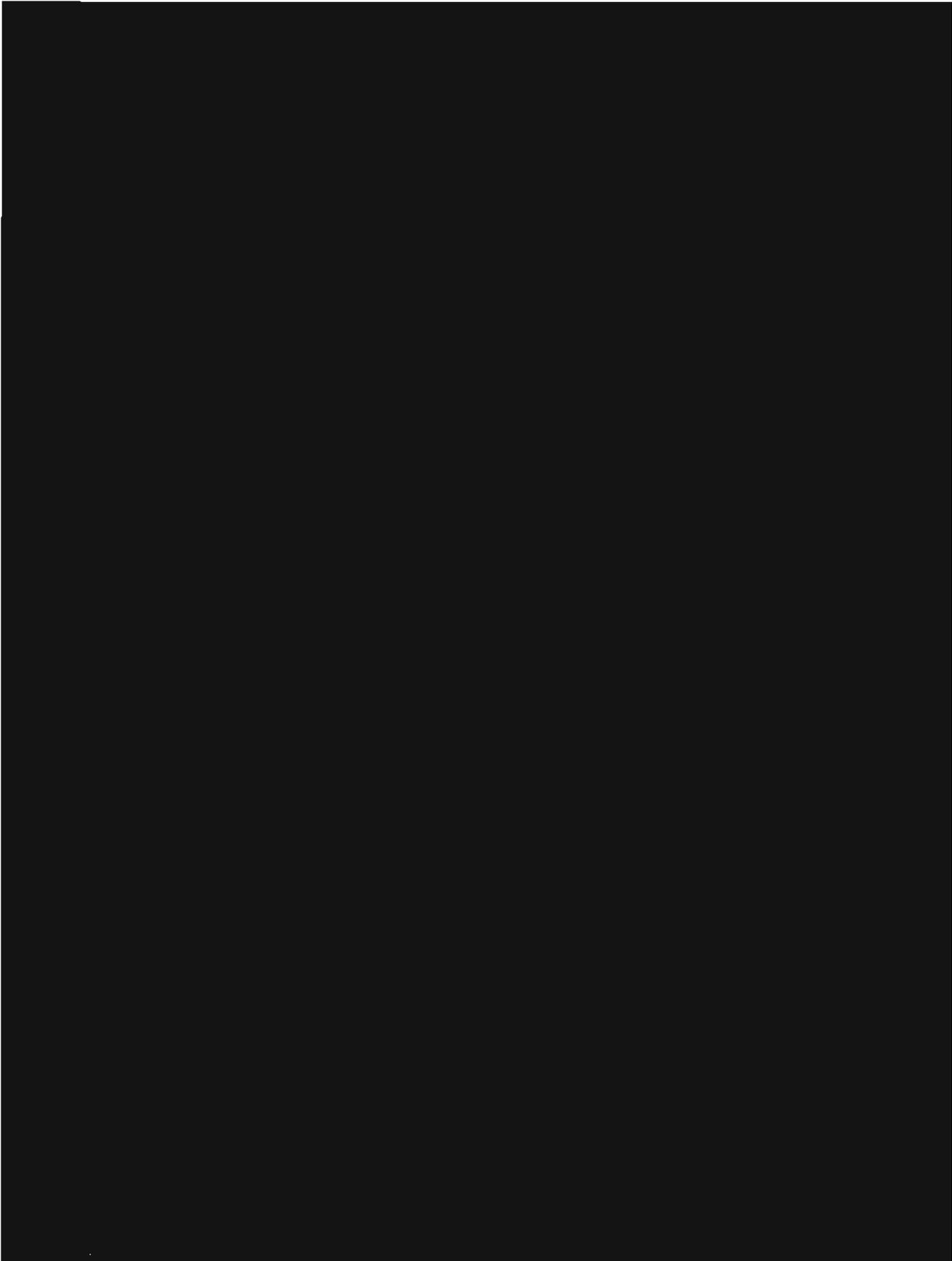
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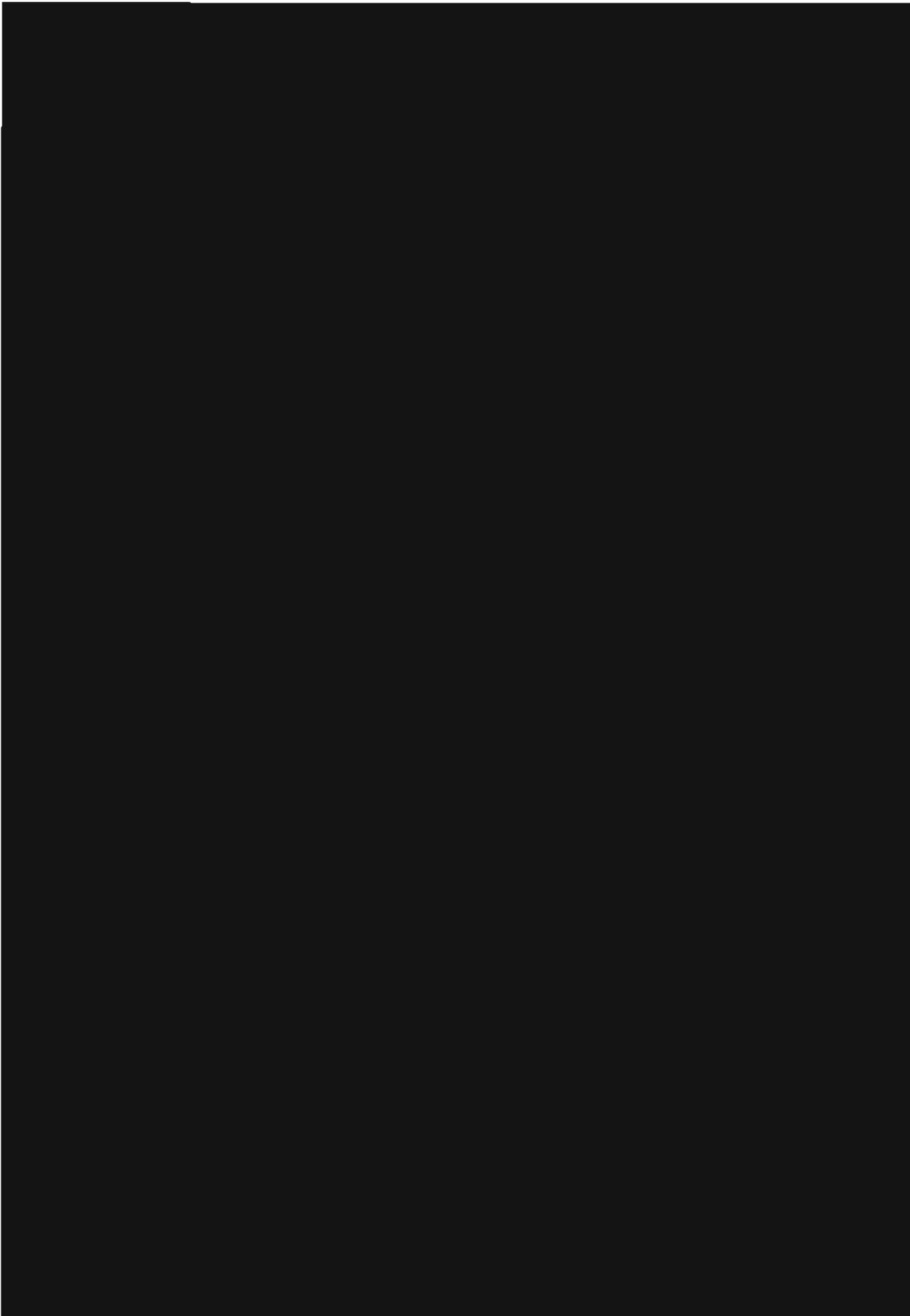
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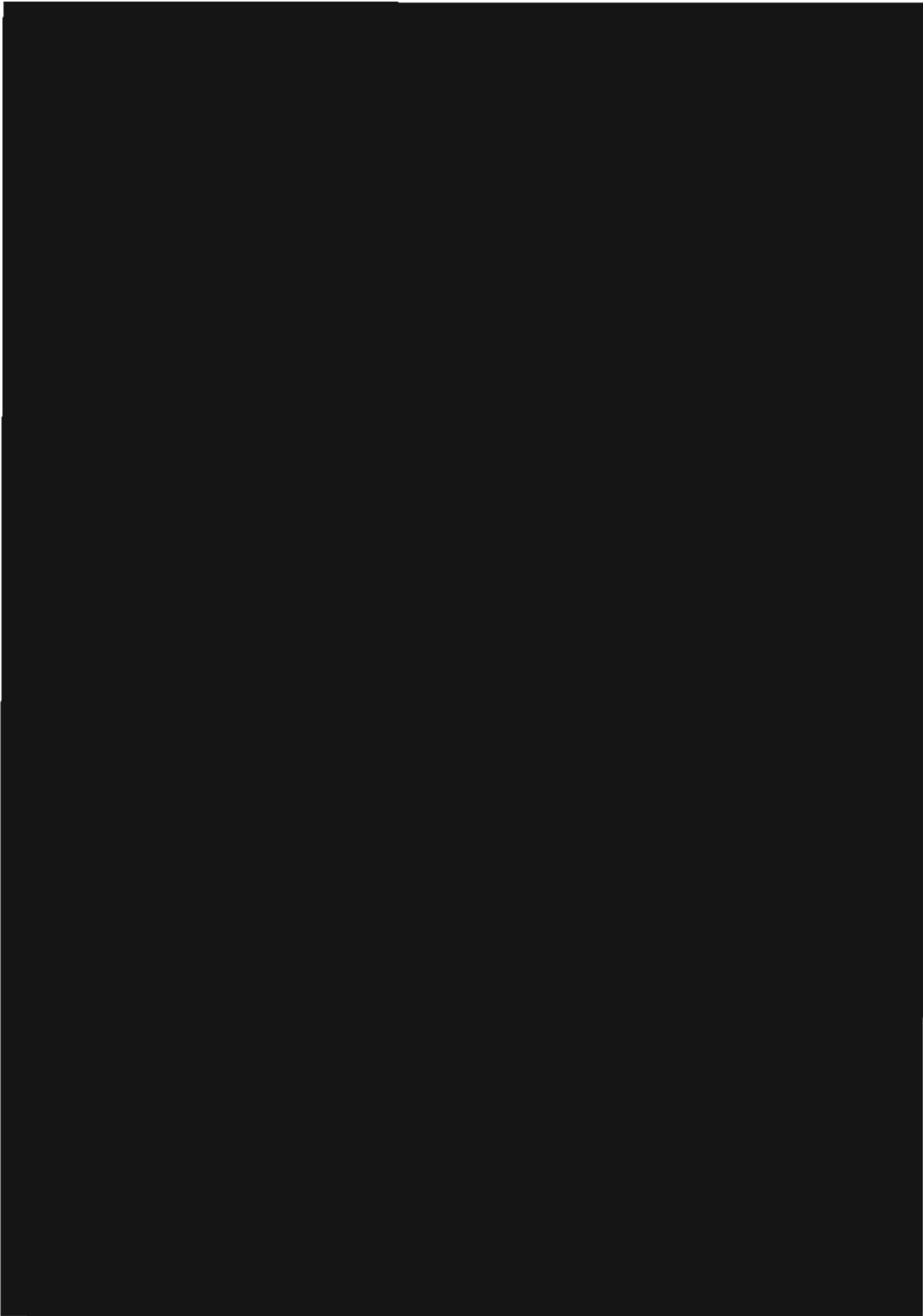
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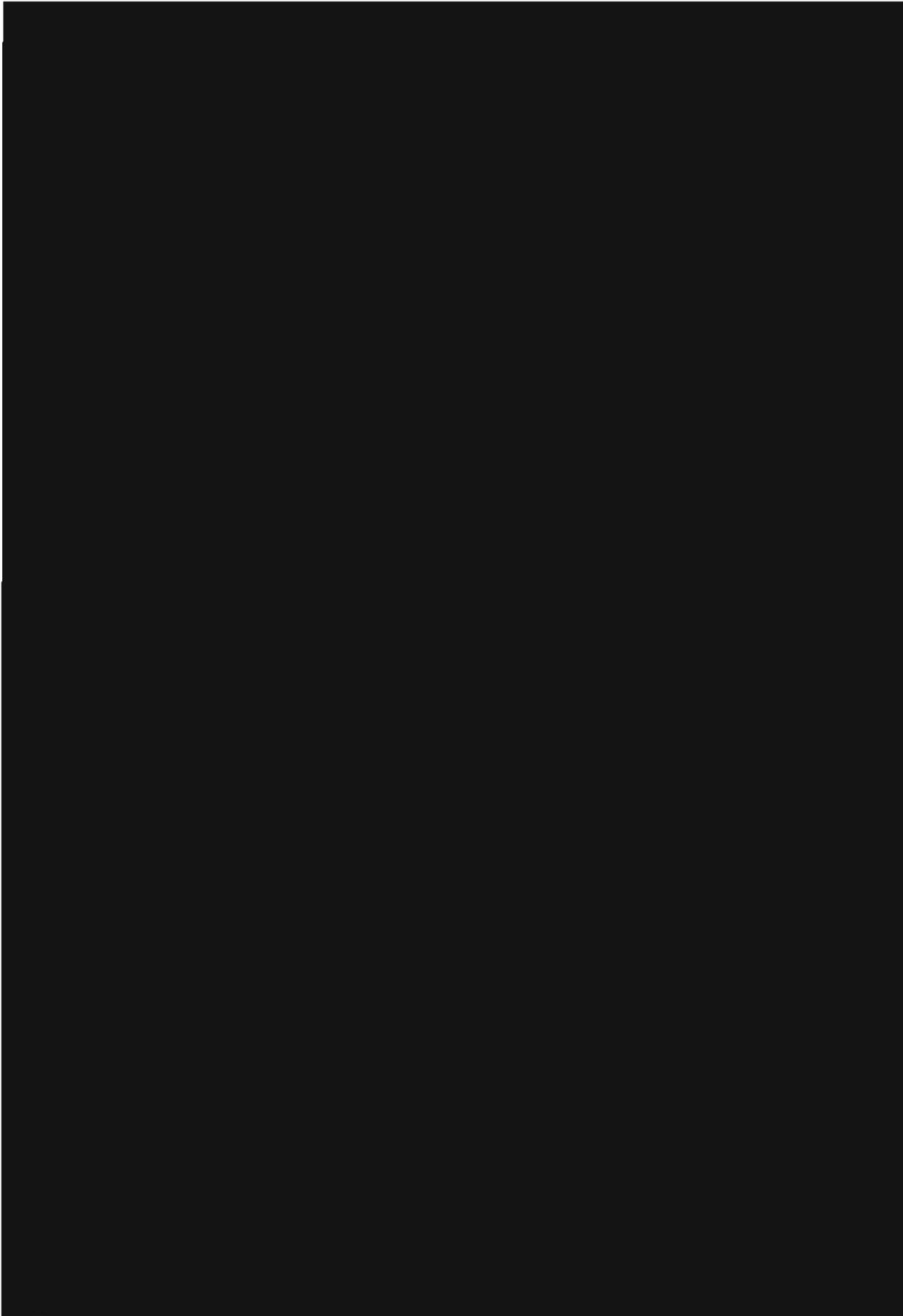


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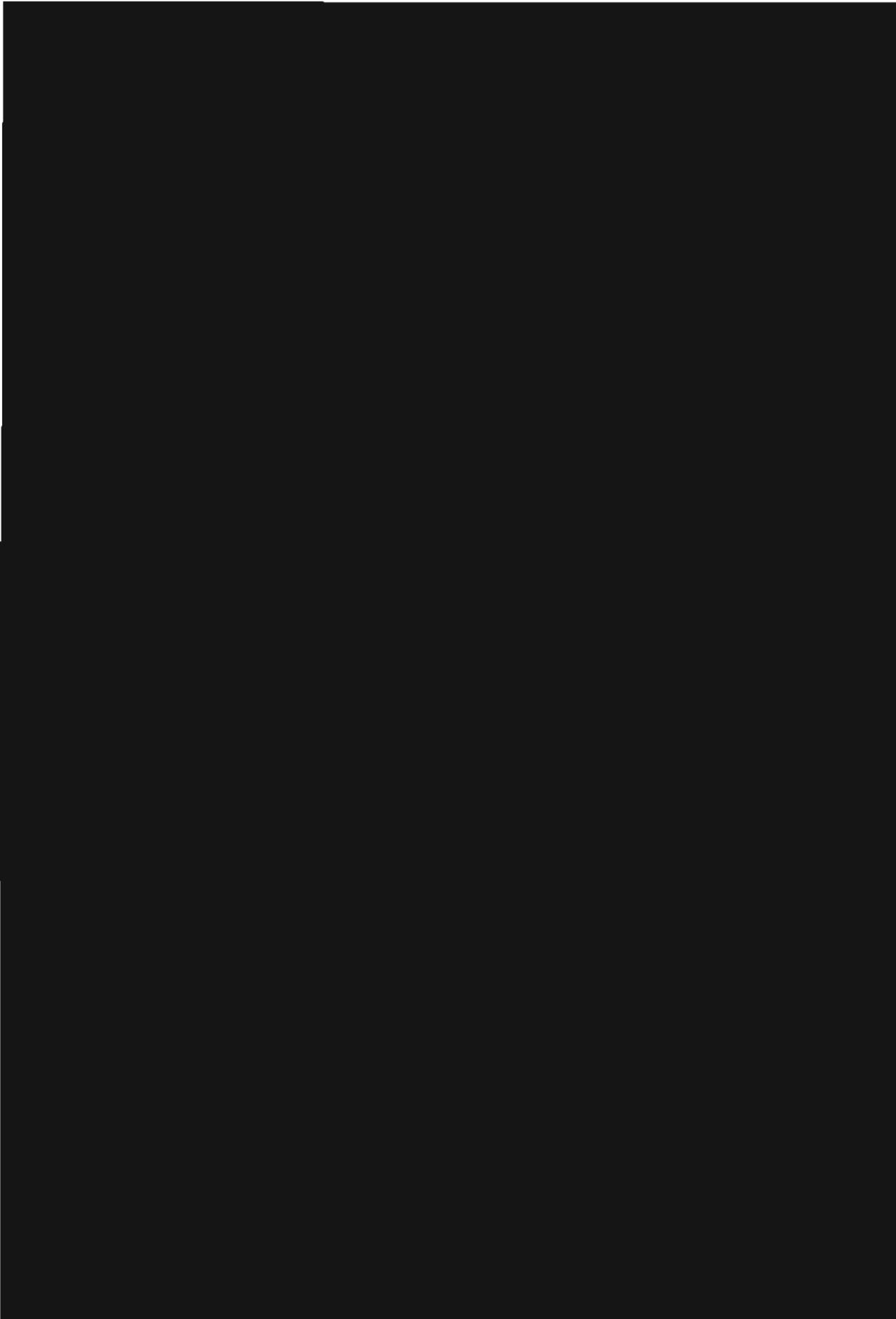
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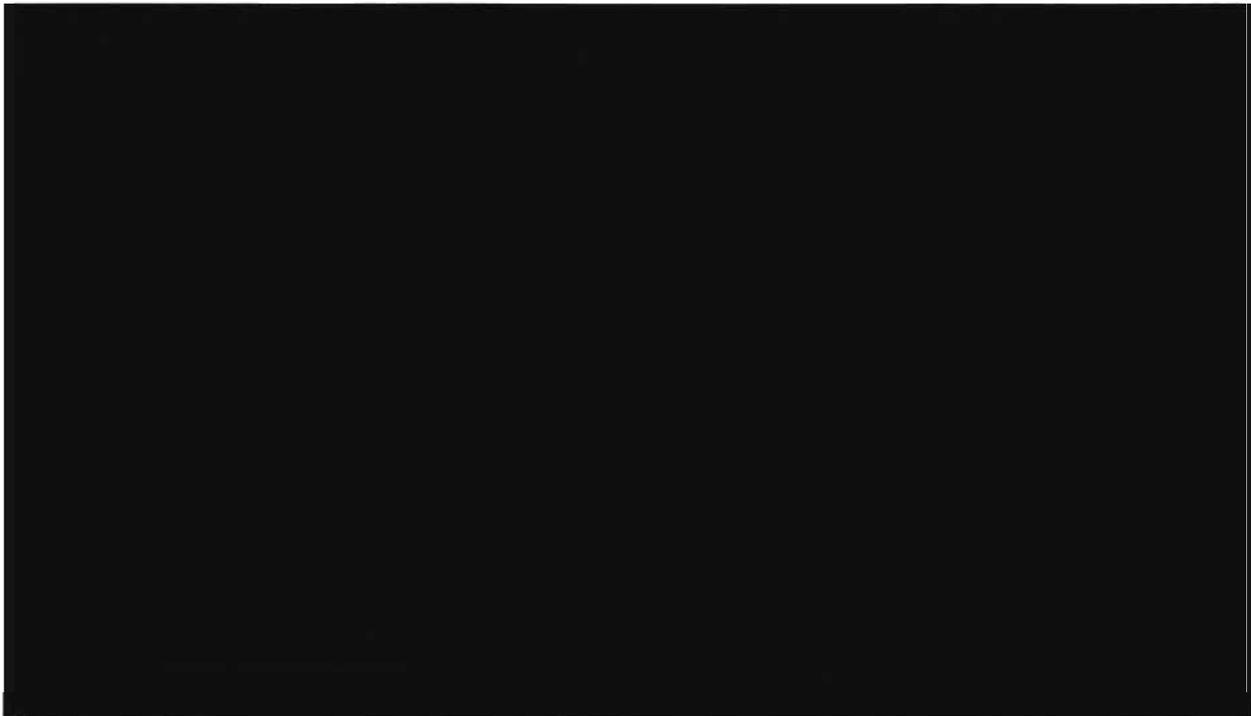
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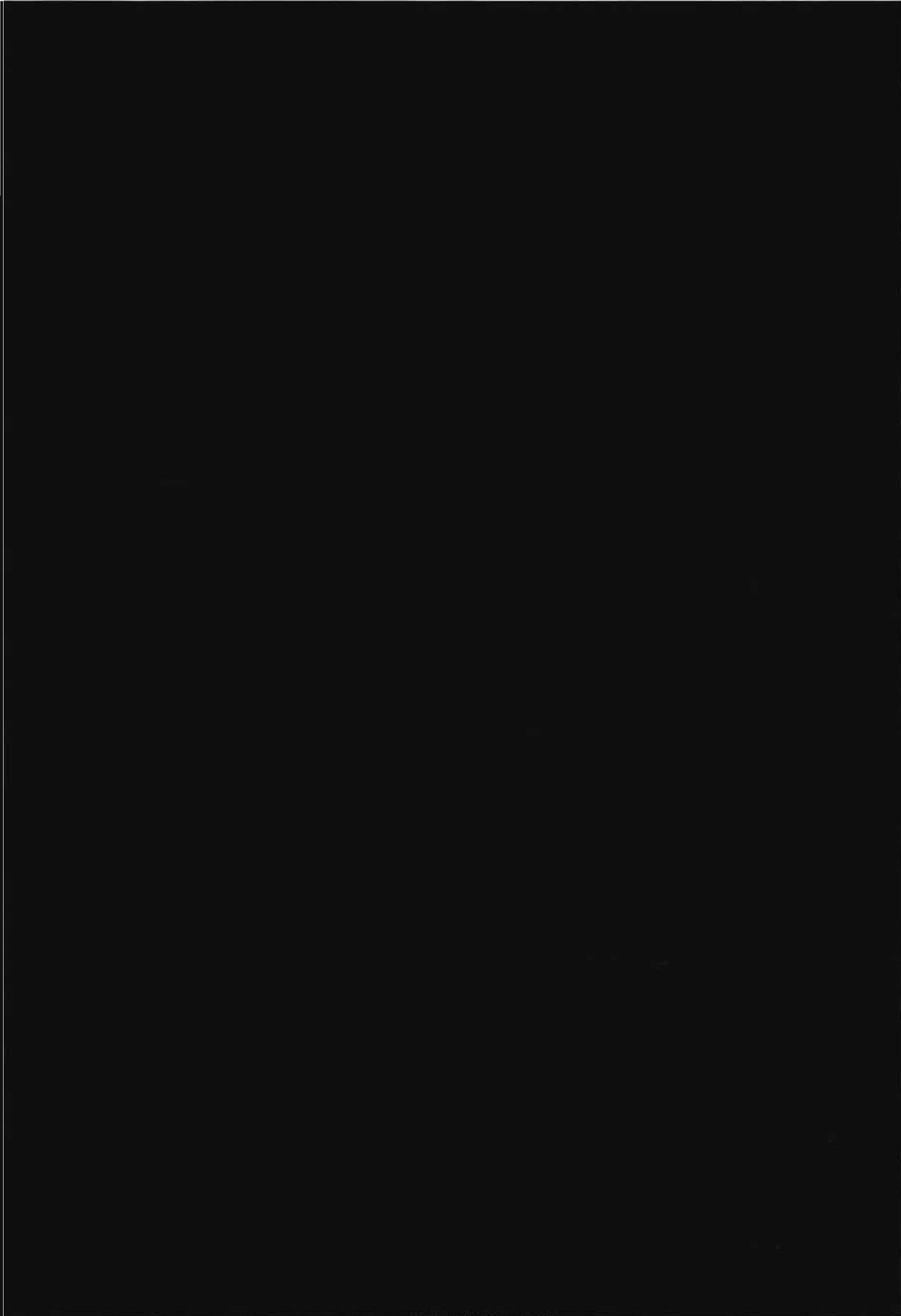
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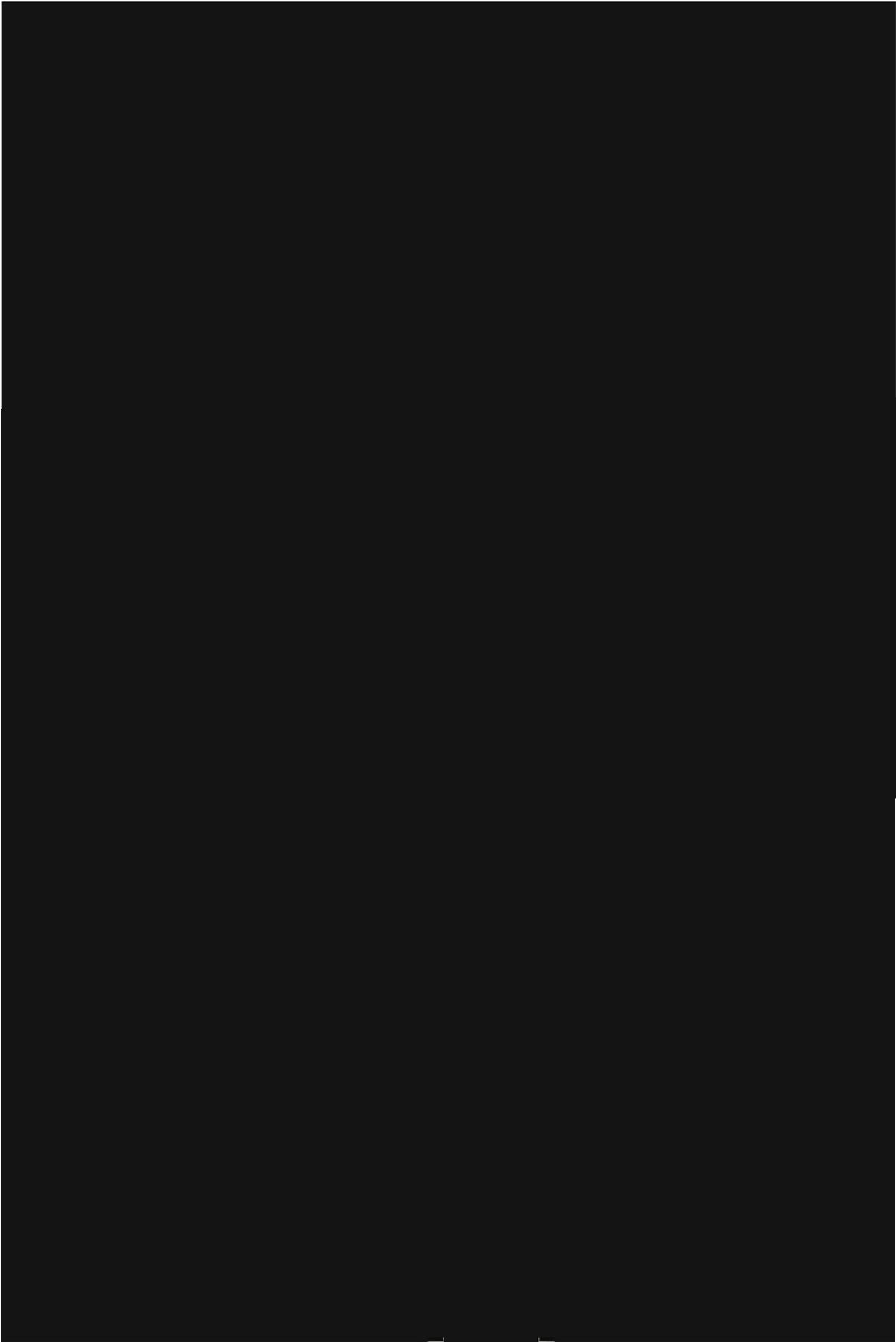
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10 Sec 130  
(a)(b)

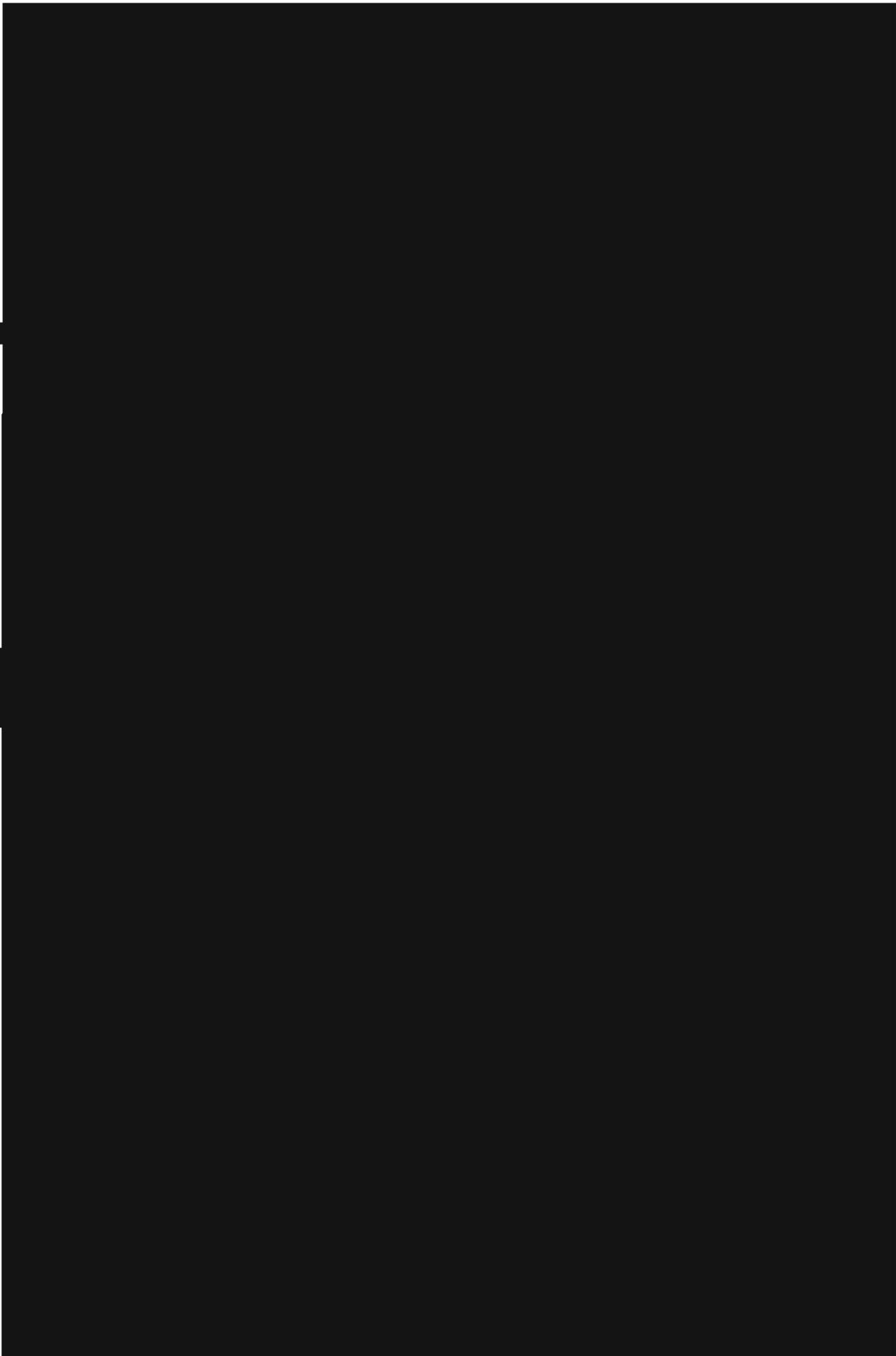
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002698



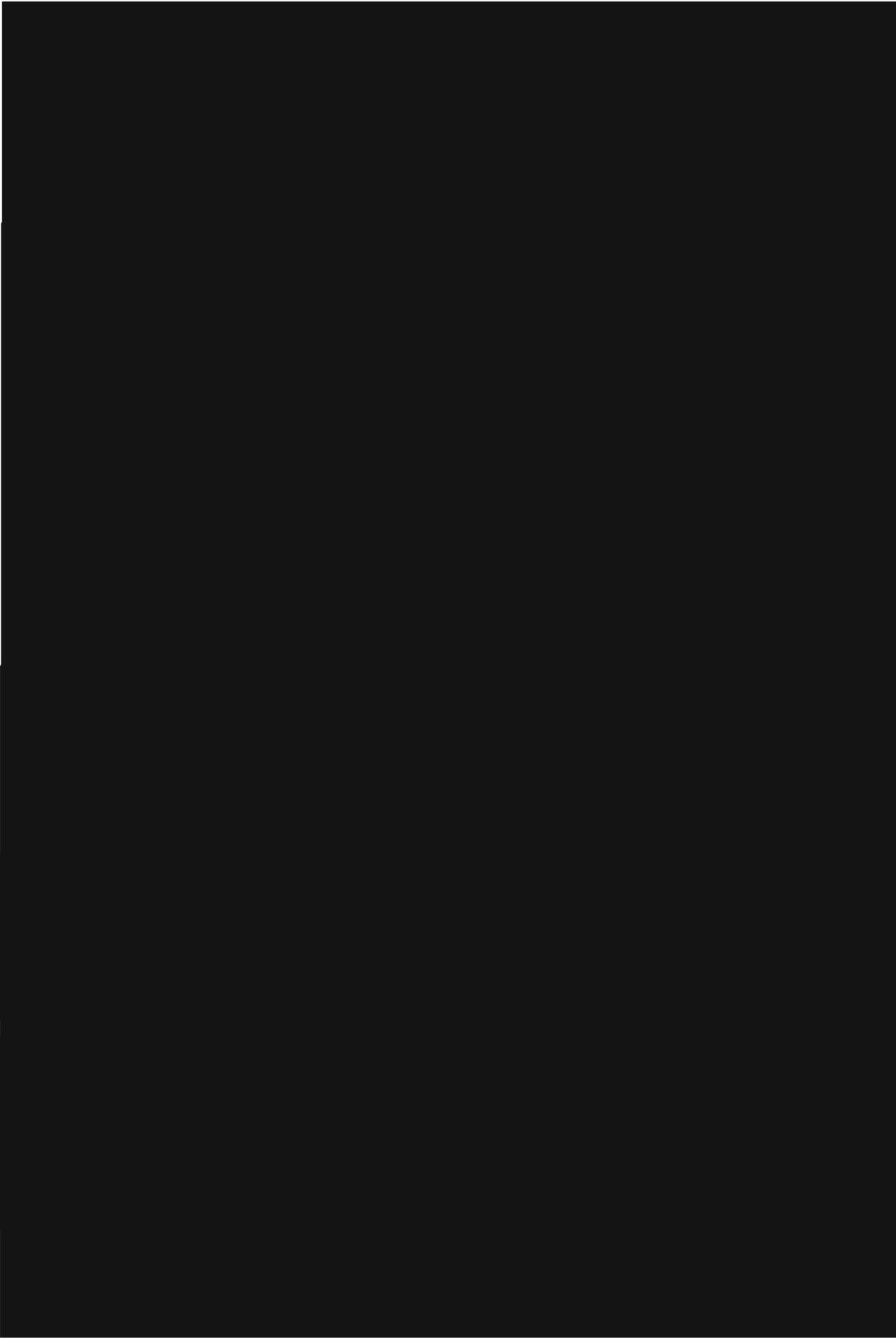
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002699



(b)(4)

002700

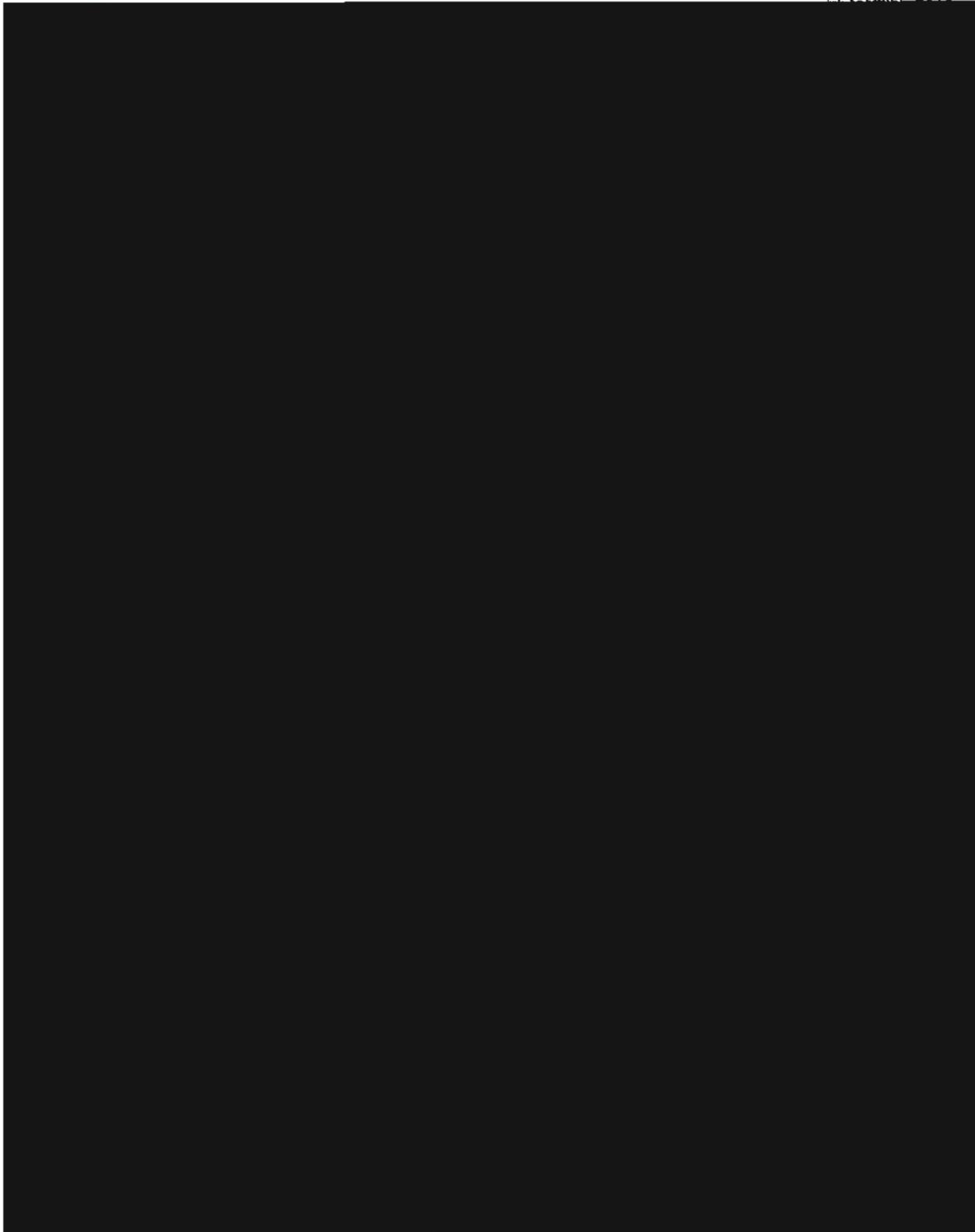


(b)(3)(A)  
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10 Sec  
130 (a)(b)

(b)(3)(A)  
(i)&Title  
10 Sec  
130 (a)(b)

(b)(3)(A)  
(i)&Title  
10 Sec  
130 (a)  
(b)

(b)(4)



(b)(3)(A)  
(i)&Title  
10 Sec  
130 (a)(b)

(b)(3)(A)  
(i)&Title  
10 Sec  
130 (a)  
(b)

(b)(3)  
(A)  
(i)&Title  
10 Sec  
130 (a)  
(b)

(b)(4)



(b)(3)  
(A)  
(i)&Title  
10 Sec  
130 (a)  
(b)

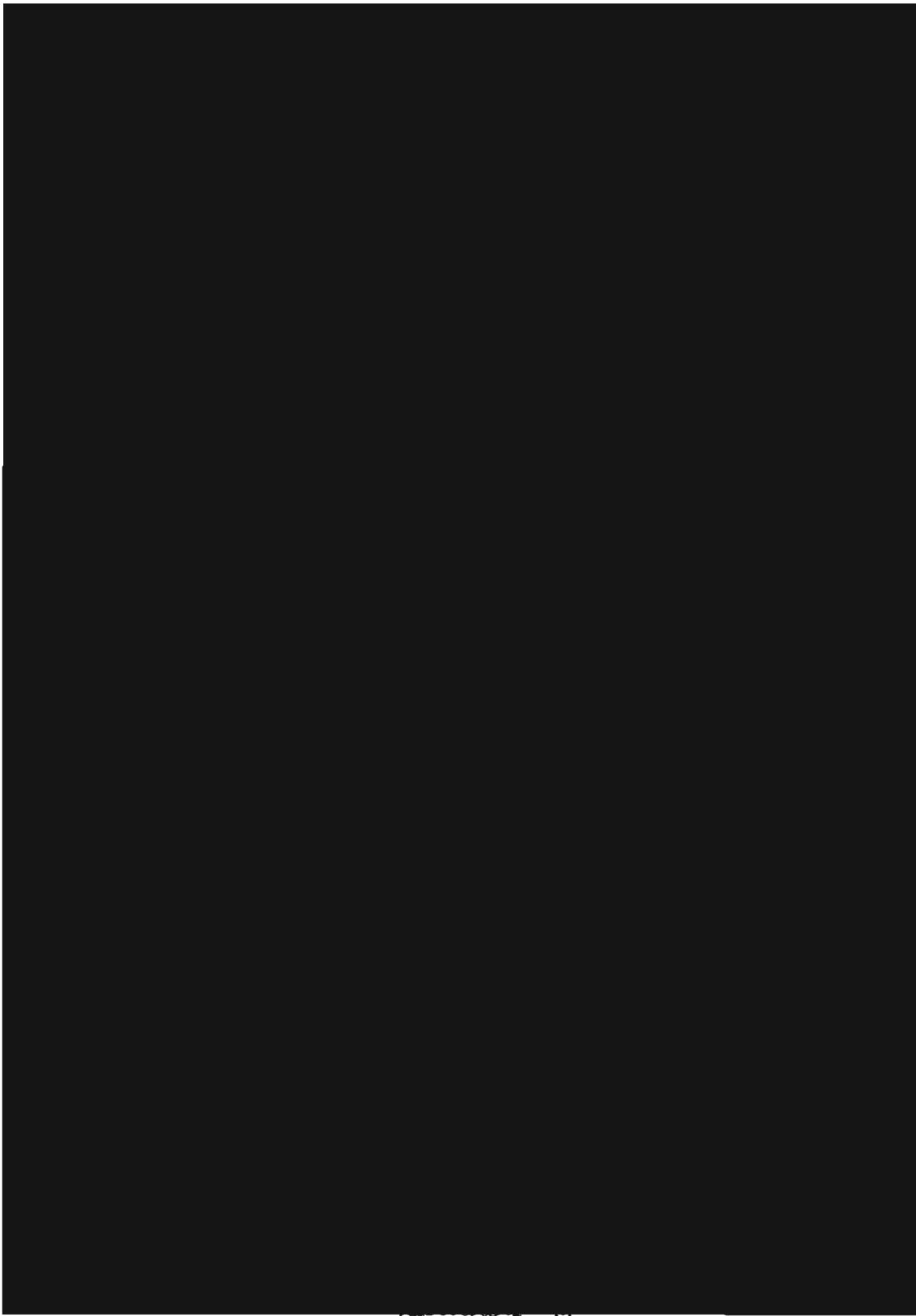


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Sec 130 (a)(b)

(b)(3)(A)  
(i)&Title 10  
Sec 130 (a)(b)

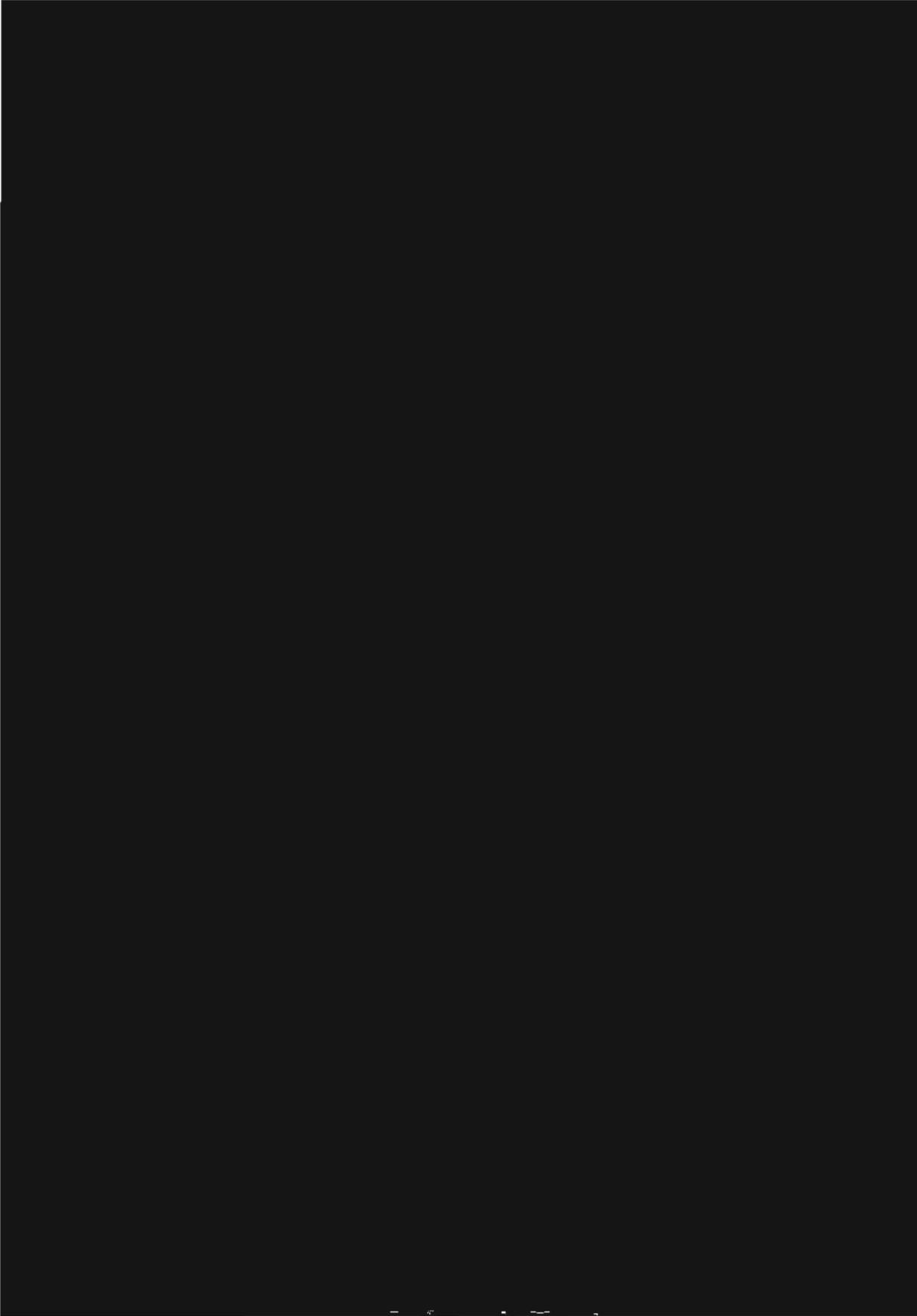
(b)(4)

002703



002704

(b)  
(4)



(b)(6)

(b)(6)  
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(b)(6)  
(b)(6)  
(b)(6)  
(b)(6)  
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(b)  
(4)

002705



(b)(6)

(b)(6)

(b)(3)(A)  
(i)&Title  
10 Sec 130  
(a)(b)

(b)(6)

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130 (a)(b)

(b)(4)



002706



(b)(6)

(b)(6)

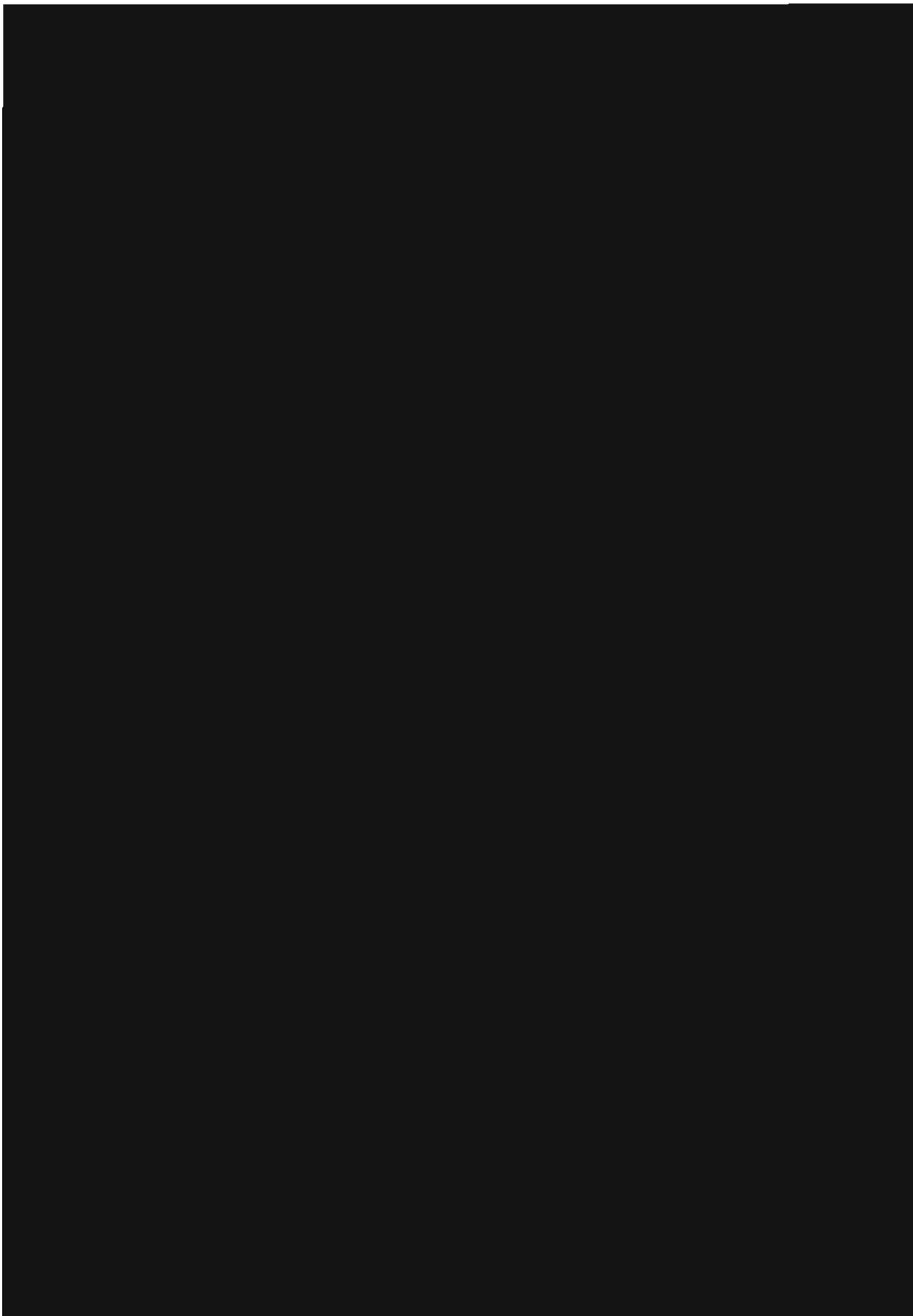
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(b)

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30 (a)(b)

(b)(4)

002707



(b)(4)

002708



(b)(3)(A)  
(i)&Title  
10 Sec  
130 (a)(b)



(b)(3)(A)  
(i)&Title 10  
Sec 130 (a)(b)

(b)(4)

002709

[Redacted]

[Redacted]

(b)(3)(A)  
(i)&Title 10 Sec  
130 (a)(b)

[Redacted]

(b)(3)(A)  
(i)&Title  
10 Sec 130  
(a)(b)

(b)(3)(A)  
(i)&Title  
10 Sec  
130 (a)  
(b)

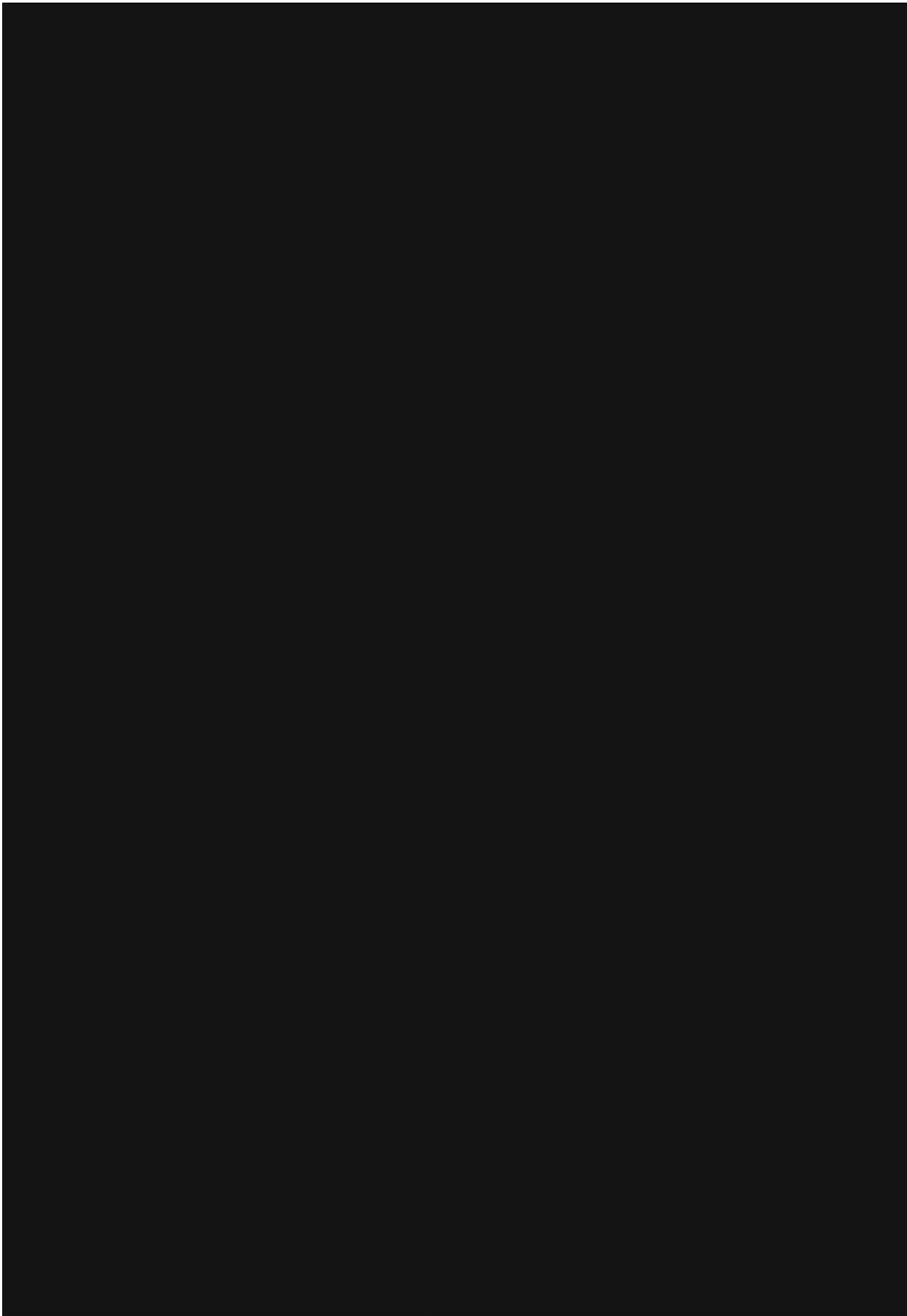
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(a)(b)

(b)(3)(A)  
(i)&Title  
10 Sec  
130 (a)  
(b)

(b)(3)(A)  
(i)&Title  
10 Sec 130  
(a)(b)

(b)(4)

002710



(b)(3)(A)  
(i)&Title  
10 Sec  
130 (a)  
(b)

(b)(3)(A)  
(i)&Title  
10 Sec  
130 (a)(b)

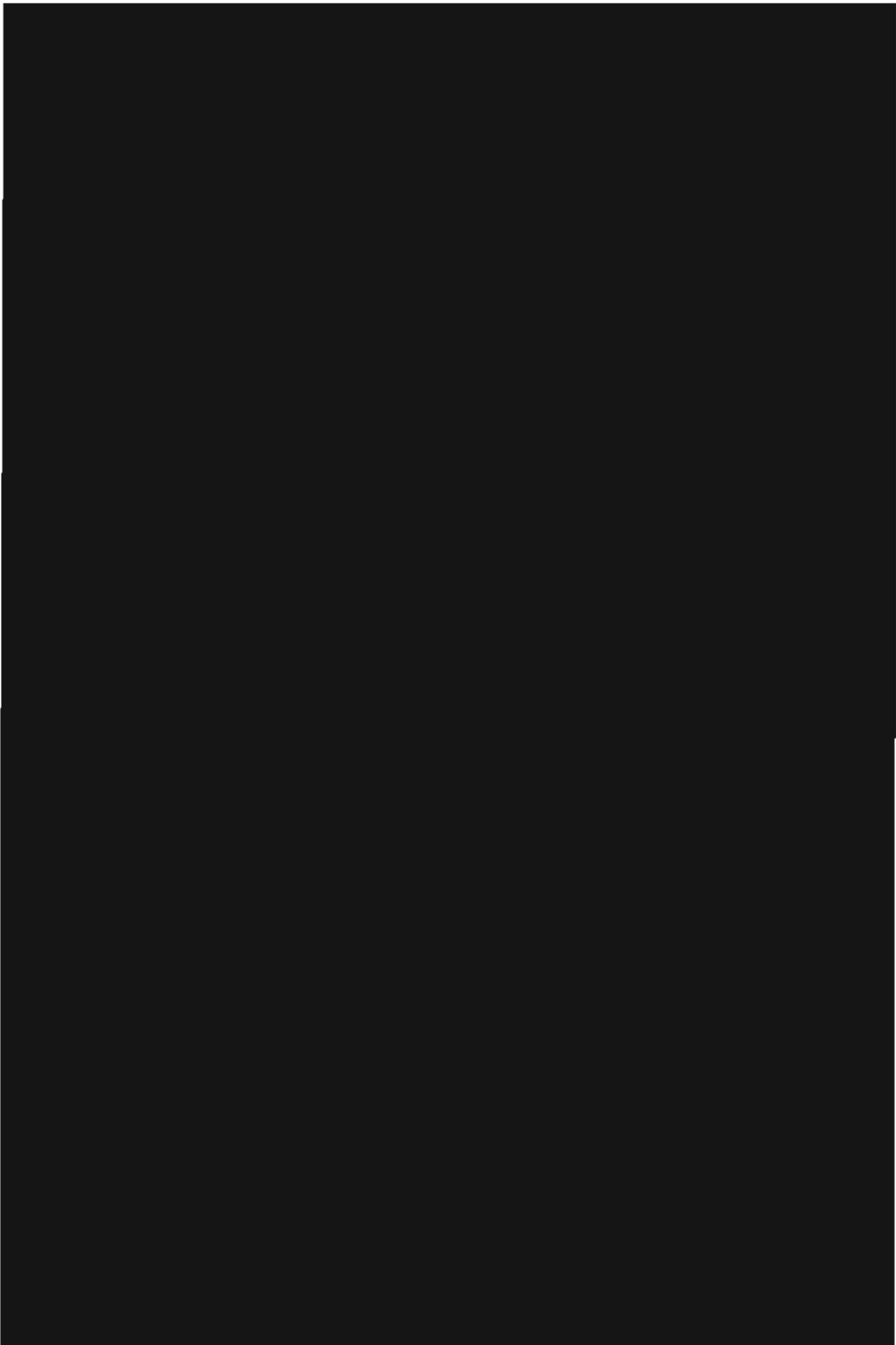
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(a)(b)

(b)(3)(A)  
(i)&Title  
10 Sec  
130 (a)(b)

(b)(3)(A)  
(i)&Title  
10 Sec 130  
(a)(b)

(b)(4)

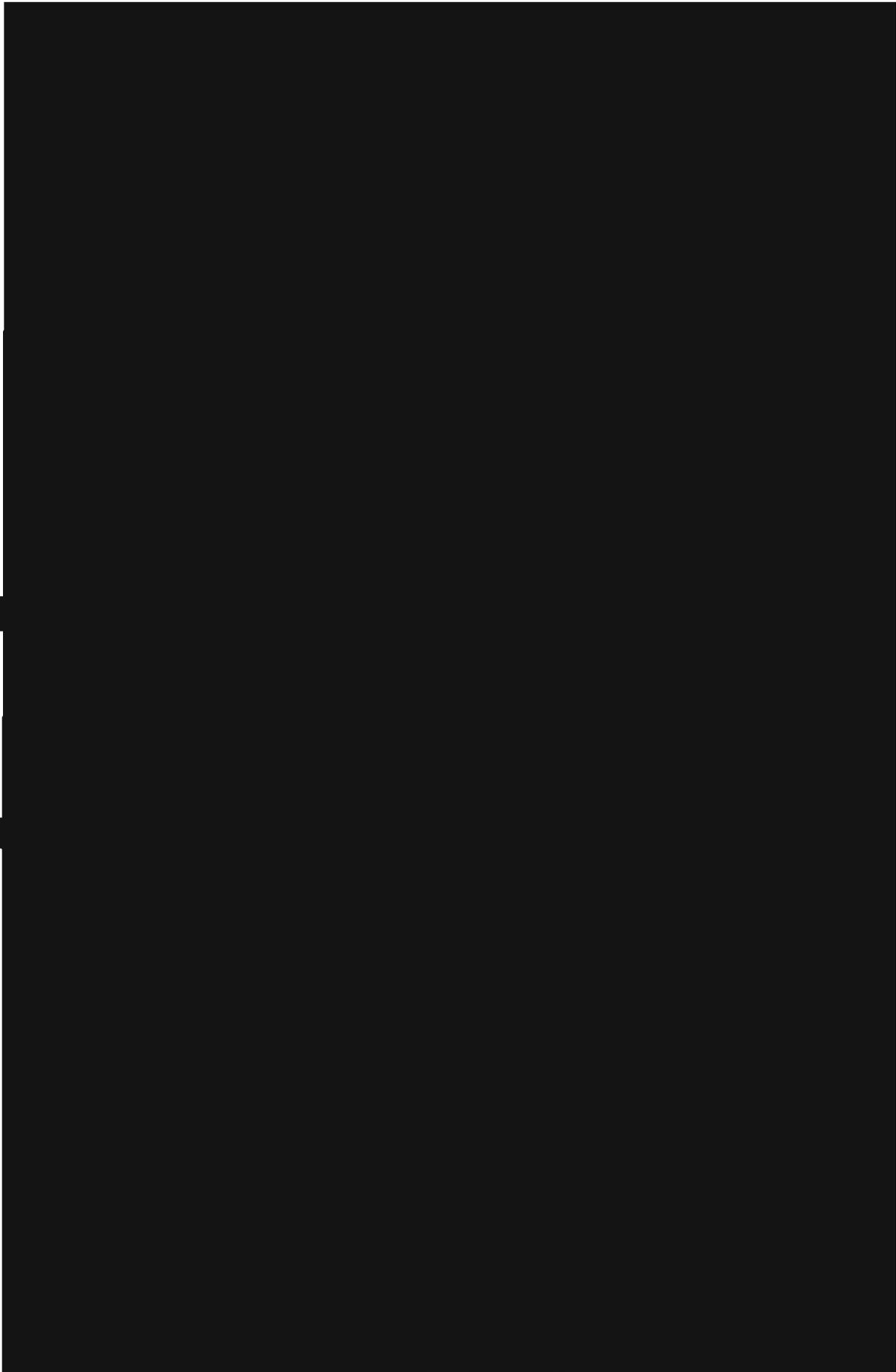
002711



(b)(3)(A)  
(i)&Title 10  
Sec 130 (a)  
(b)

(b)(4)

002712

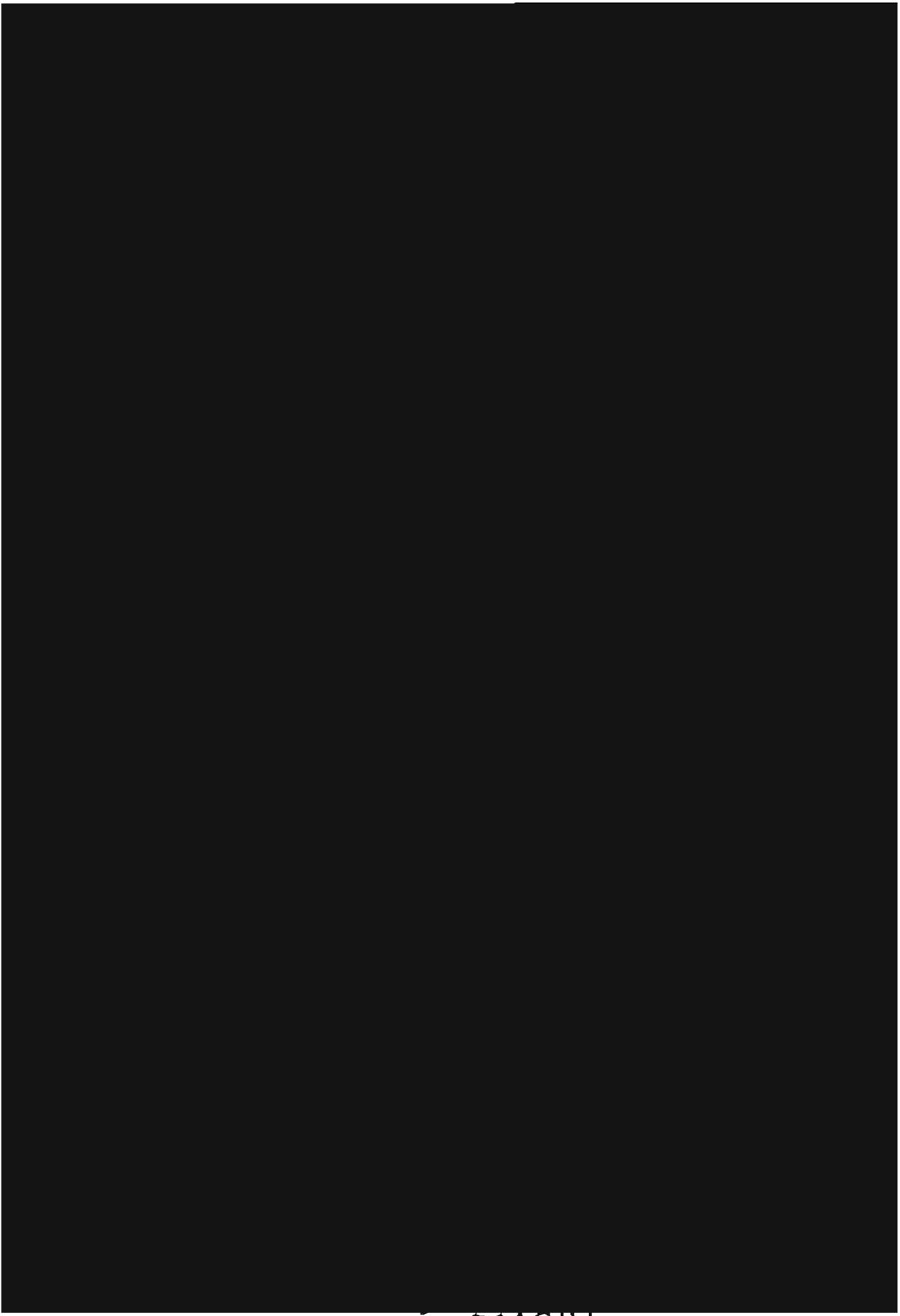


(b)(3)(A)  
(i)&Title 10  
Sec 130 (a)  
(b)

(b)(3)(A)  
(i)&Title 10  
Sec 130 (a)  
(b)

(b)(4)

002713



(b)(3)(A)  
(i)&Title  
10 Sec 130  
(a)(b)

(b)(3)(A)  
(i)&Title  
10 Sec  
130 (a)(b)

(b)(3)(A)  
(i)&Title  
10 Sec 130  
(a)(b)

(b)(3)(A)  
(i)&Title  
10 Sec  
130 (a)  
(b)

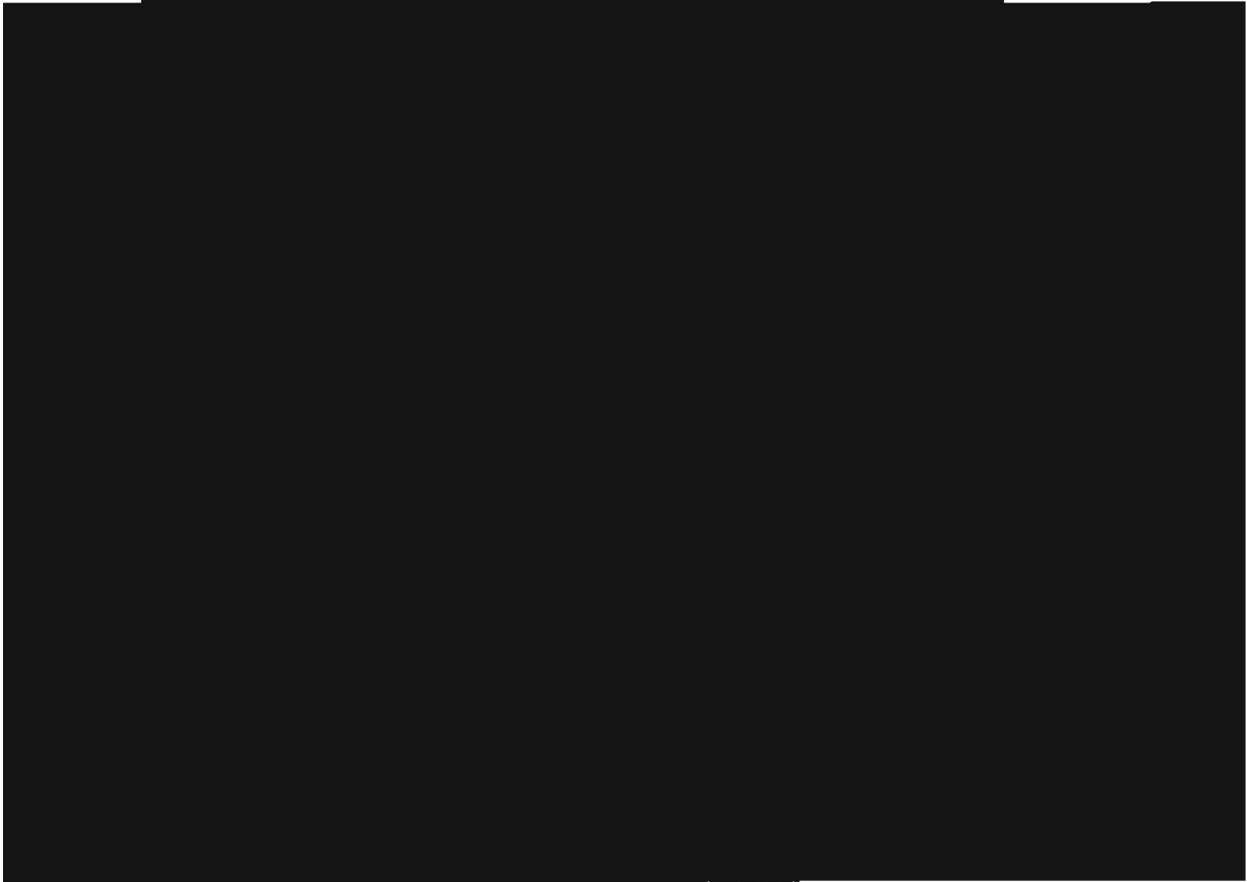
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(i)&Title  
10 Sec  
130 (a)  
(b)

(b)(4)

002714



(b)(3)(A)  
(i)&Title 10  
Sec 130 (a)  
(b)



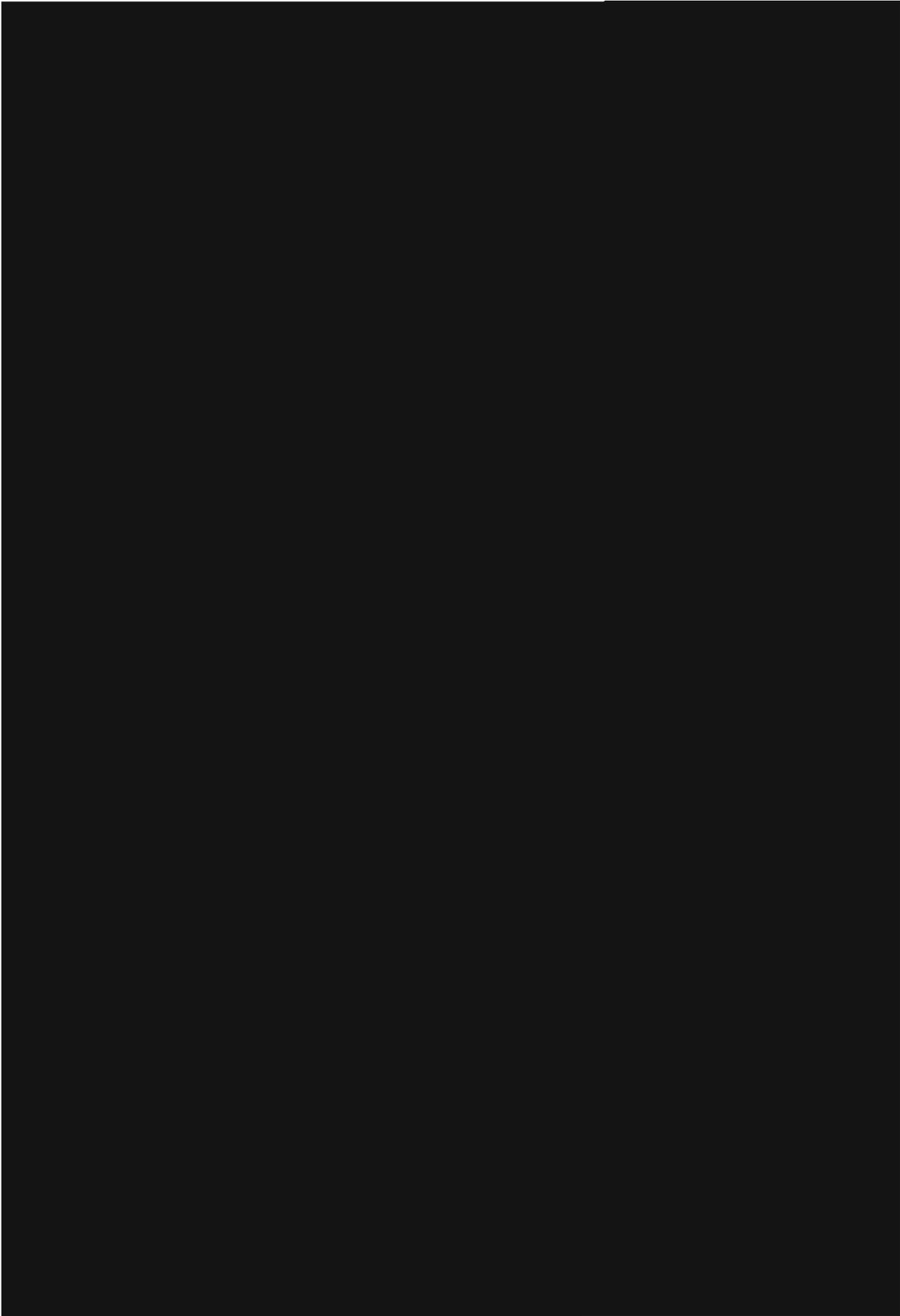
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10 Sec  
130 (a)  
(b)

(b)(3)(A)  
(i)&Title  
10 Sec  
130 (a)  
(b)

(b)(3)(A)  
(i)&Title  
10 Sec  
130 (a)(b)

(b)  
(4)

002775



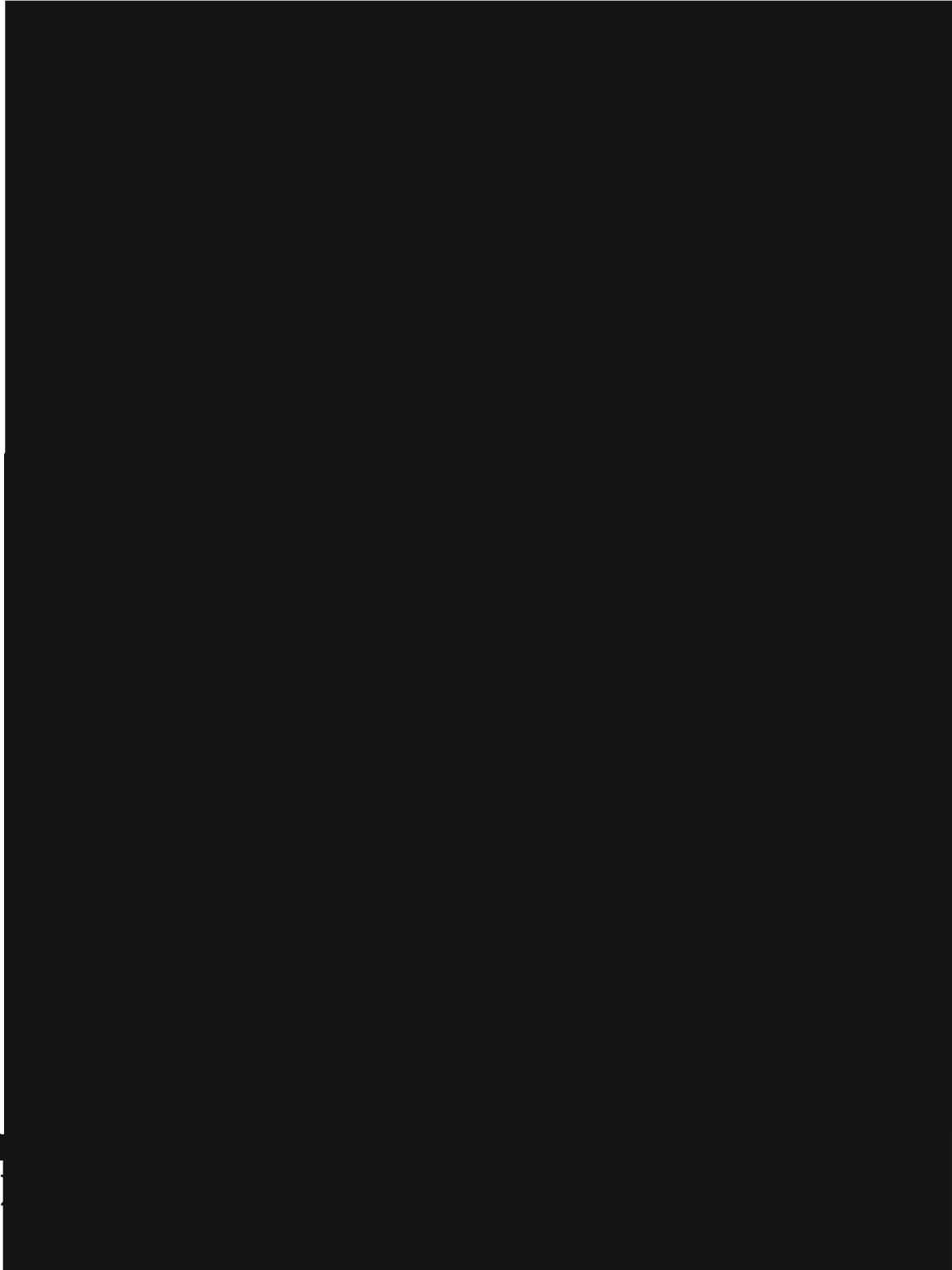
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(i)&Title 10  
Sec 130 (a)  
(b)

(b)(3)  
(A)  
(i)&Title  
10 Sec  
130 (a)  
(b)

(b)(3)(A)  
(i)&Title  
10 Sec 130  
(a)(b)

002716

(b)(4)



(b)(3)(A)  
(i)&Title 10  
Sec 130 (a)(b)

(b)(3)(A)  
(i)&Title 10  
Sec 130 (a)  
(b)

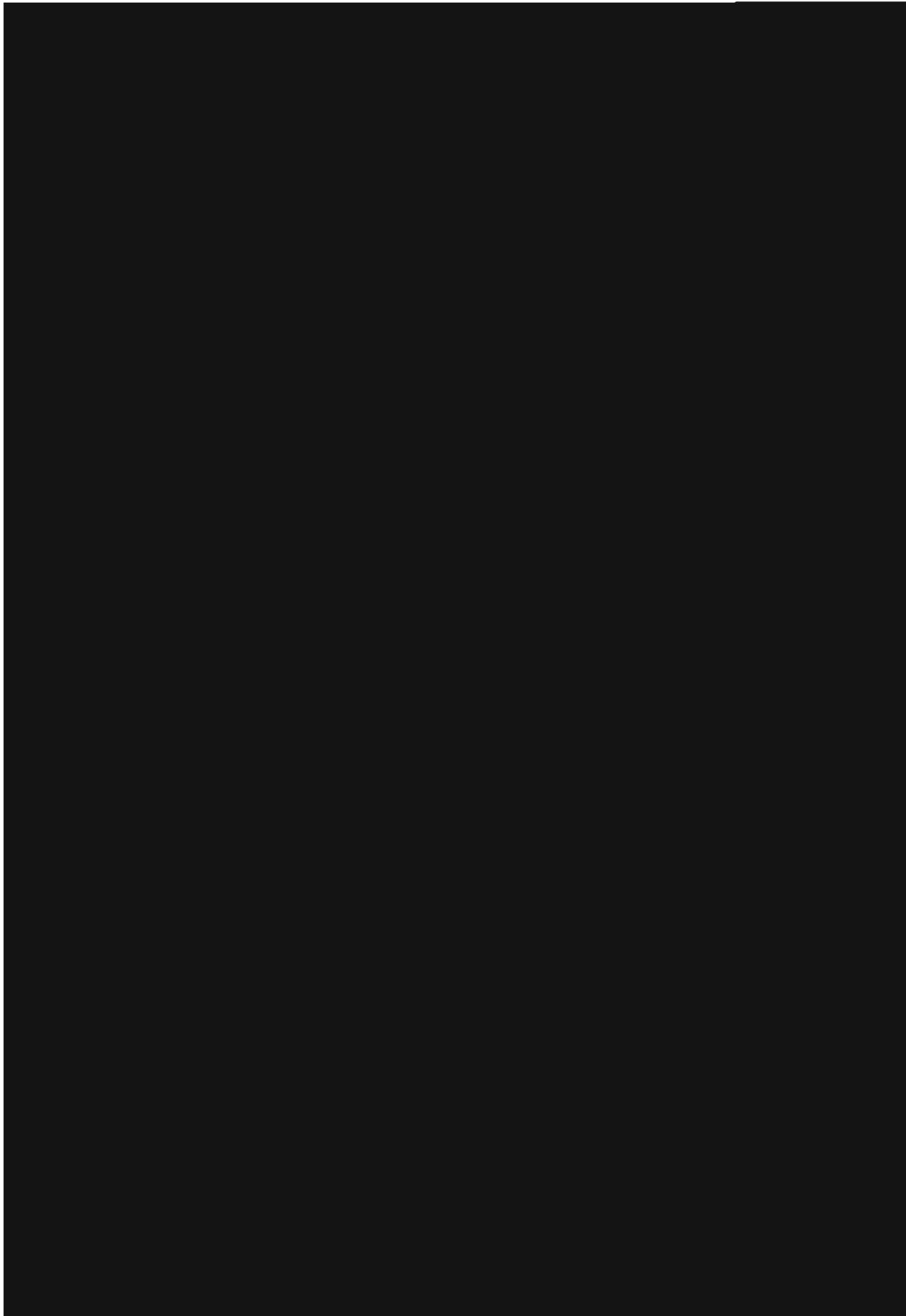
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(a)(b)

(b)(3)(A)  
(i)&Title  
10 Sec 130  
(a)(b)

(b)(3)(A)  
(i)&Title  
10 Sec  
130 (a)  
(b)

(b)(4)

002717



(b)(3)(A)  
(i)&Title 10  
Sec 130 (a)  
(b)

(b)(3)(A)  
(i)&Title  
10 Sec 130  
(a)(b)

(b)(3)(A)  
(i)&Title  
10 Sec 130  
(a)(b)

(b)(3)(A)  
(i)&Title  
10 Sec  
130 (a)  
(b)

(b)(3)(A)  
(i)&Title  
10 Sec  
130 (a)(b)

(b)(3)(A)  
(i)&Title 10  
Sec 130 (a)  
(b)

(b)(4)

002718

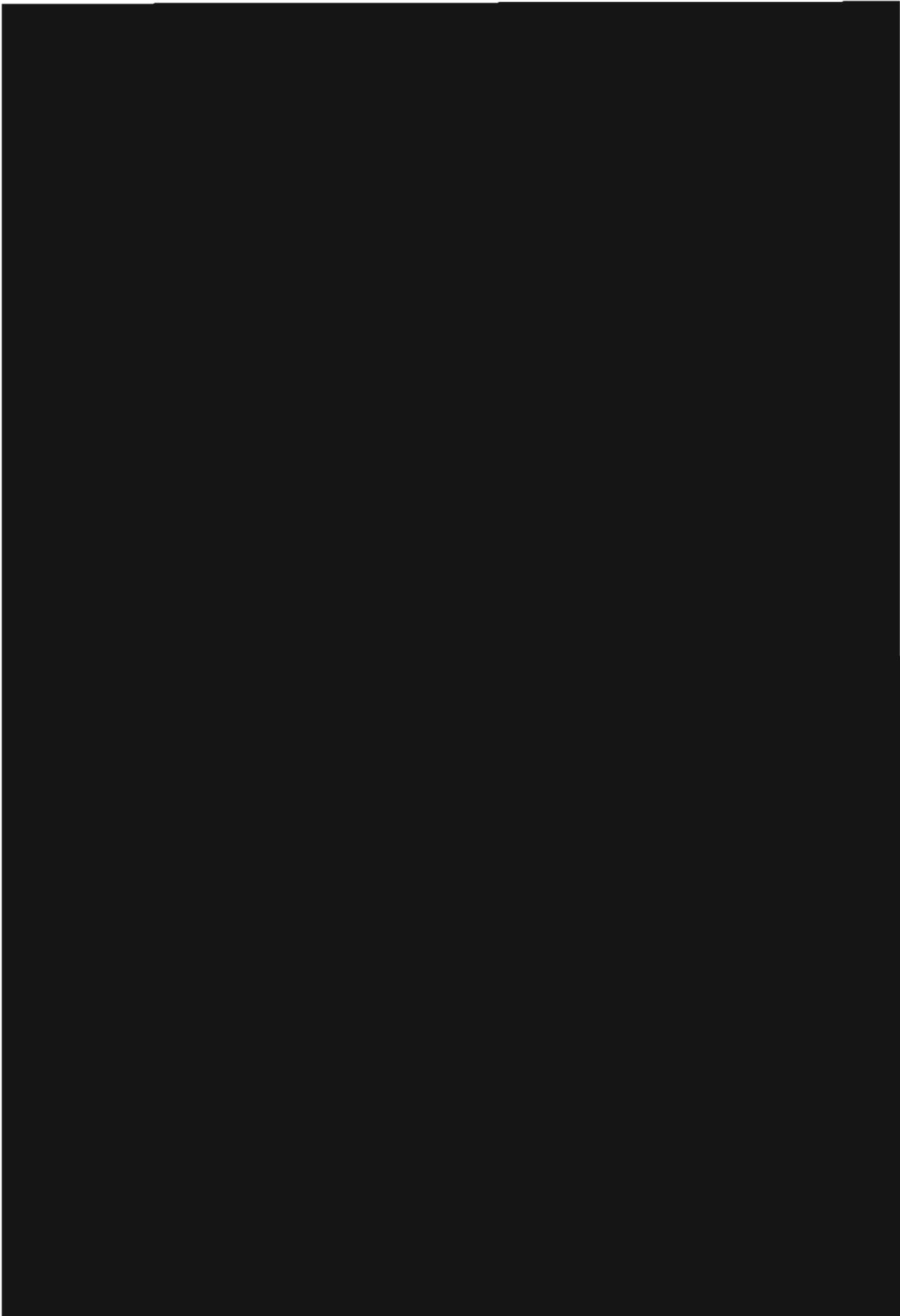
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(i)&Title 10  
Sec 130 (a)  
(b)

(b)(3)(A)  
(i)&Title  
10 Sec 130  
(a)(b)

(b)(4)

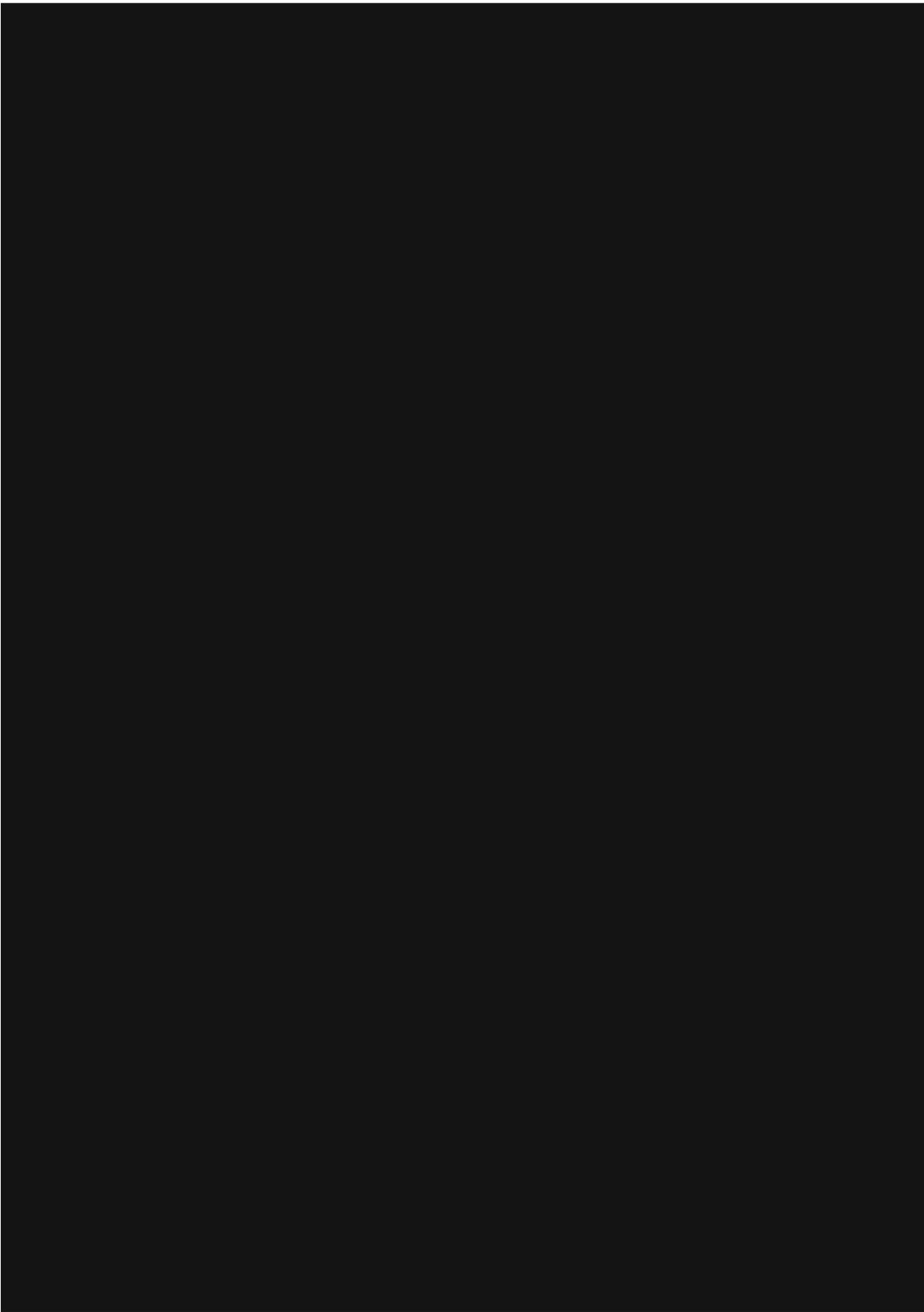
002719

(b)(3)(A)  
(i)&Title  
10 Sec 130  
(a)(b)



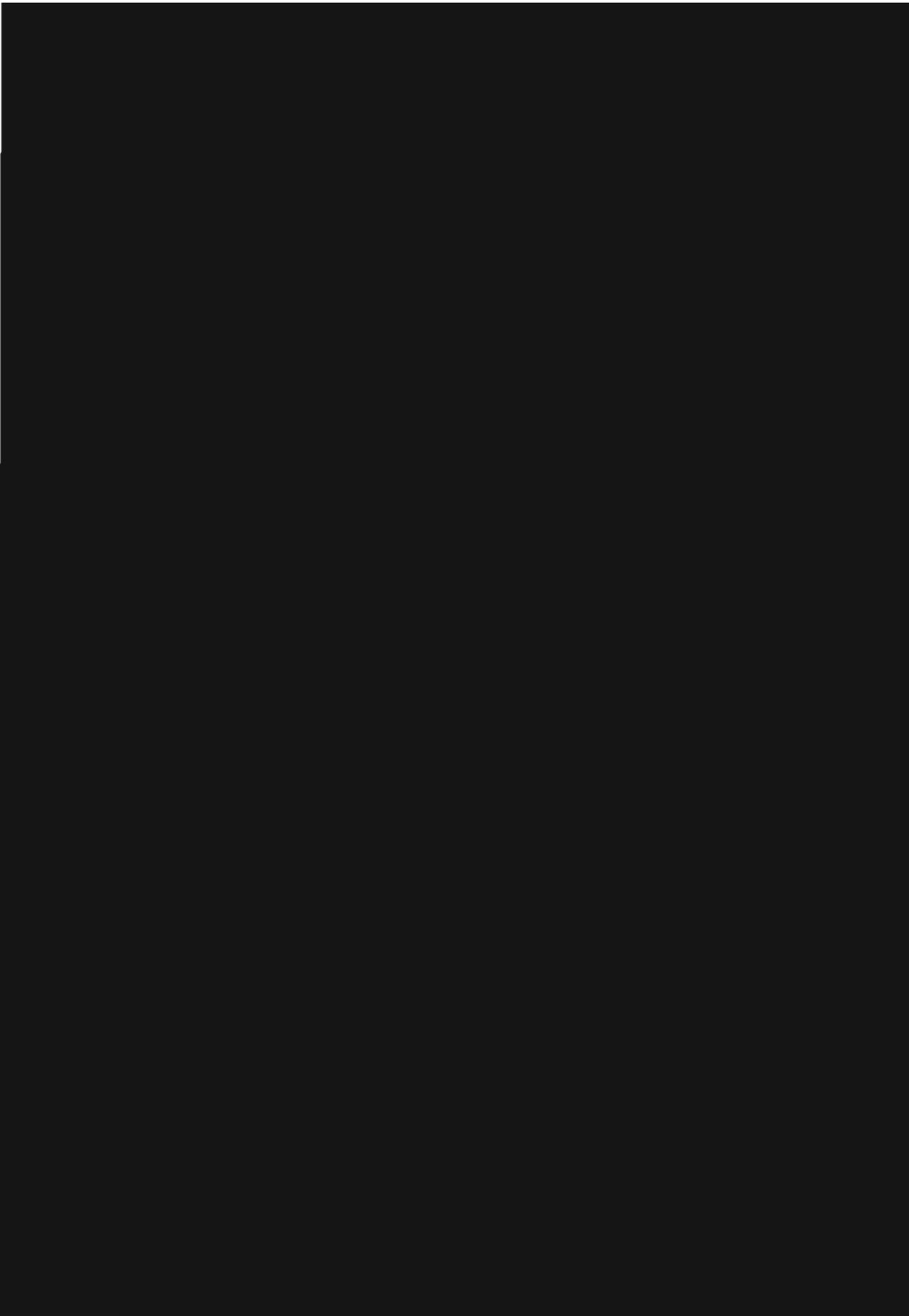
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002720



(b)  
(4)

002721

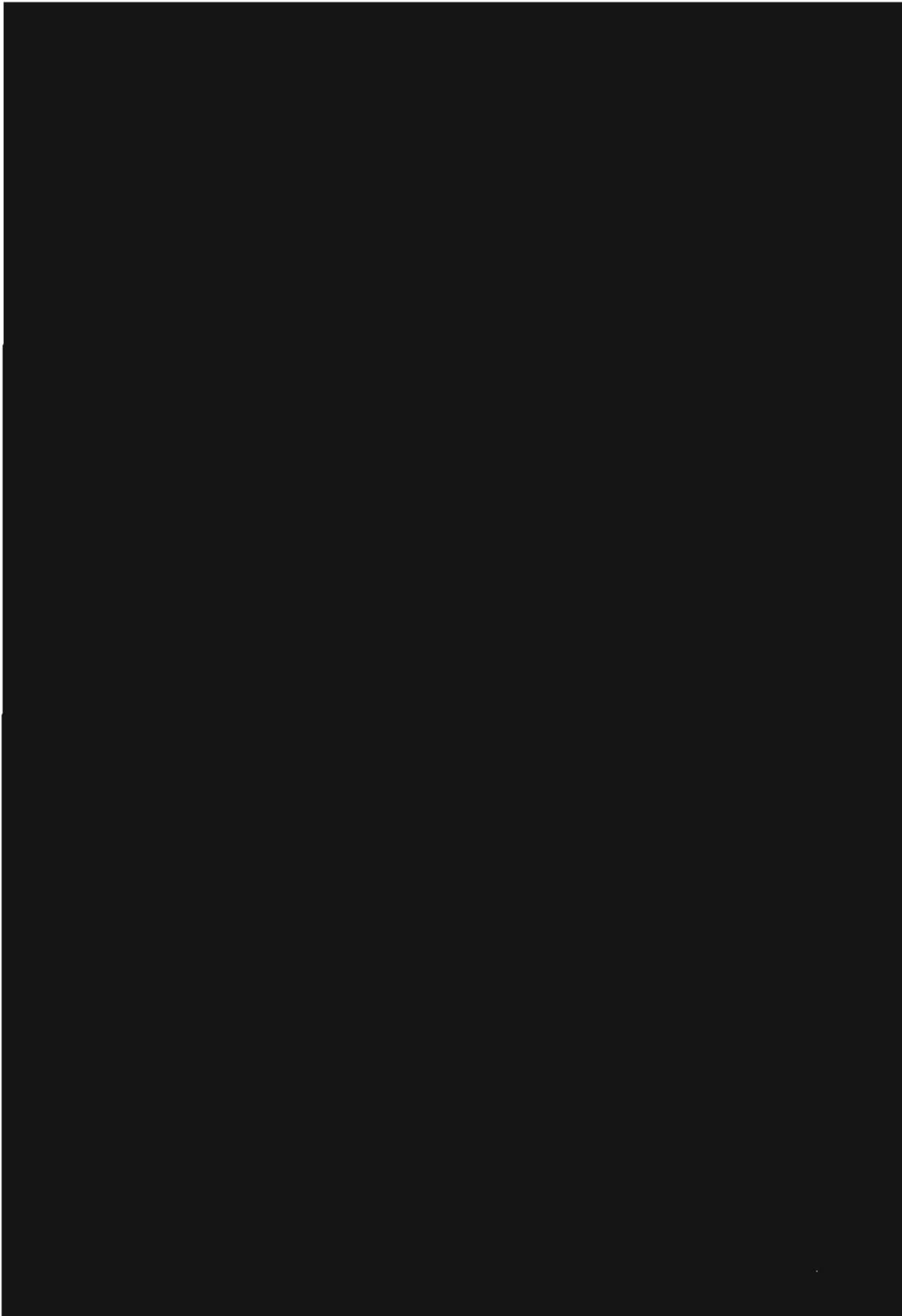


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(i)&Title  
10 Sec 130  
(a)(b)

(b)(3)(A)  
(i)&Title  
10 Sec 130  
(a)(b)

(b)(4)

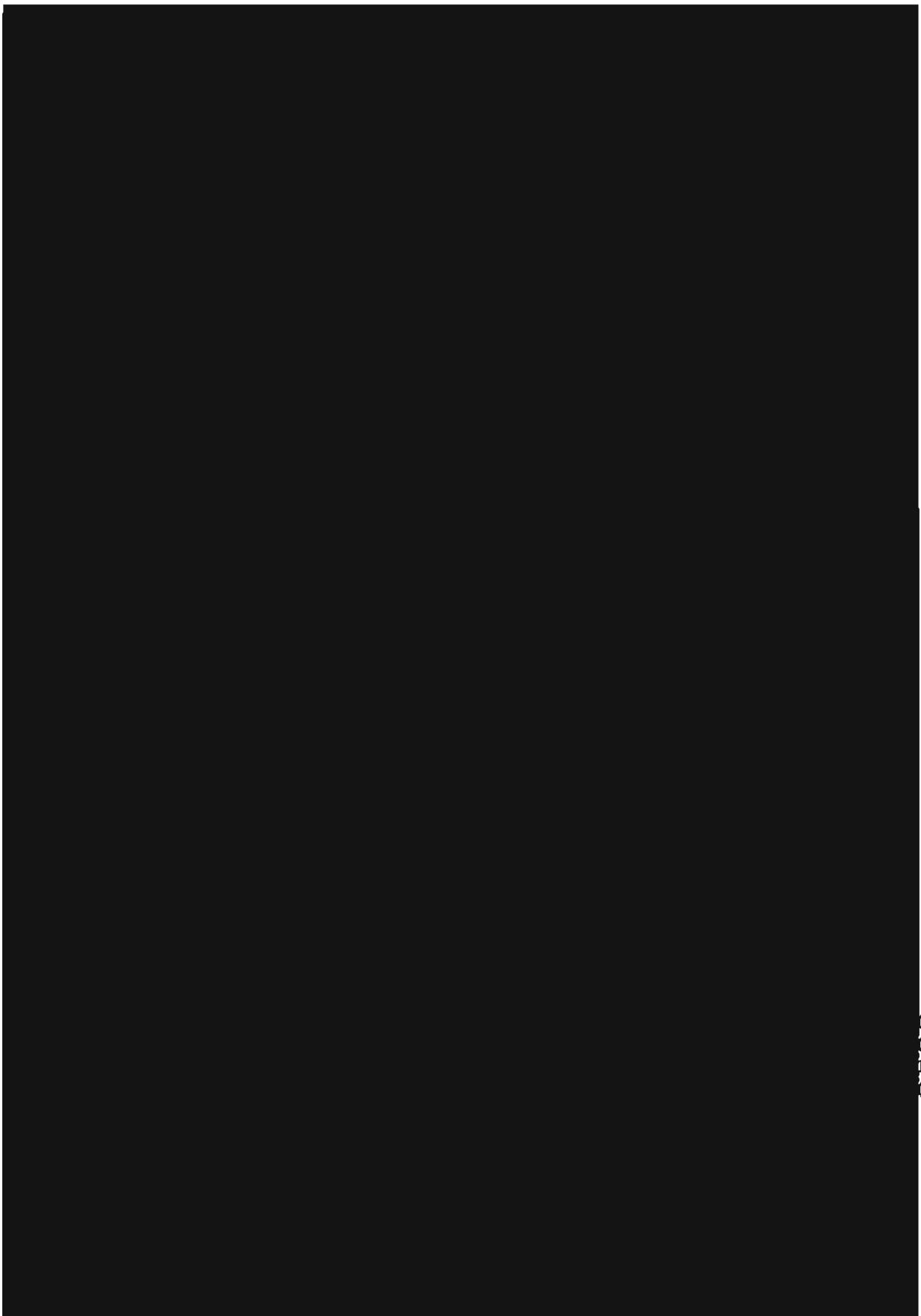
002722



(b)(3)(A)  
(i)&Title 10  
Sec 130 (a)  
(b)

002723

(b)(4)

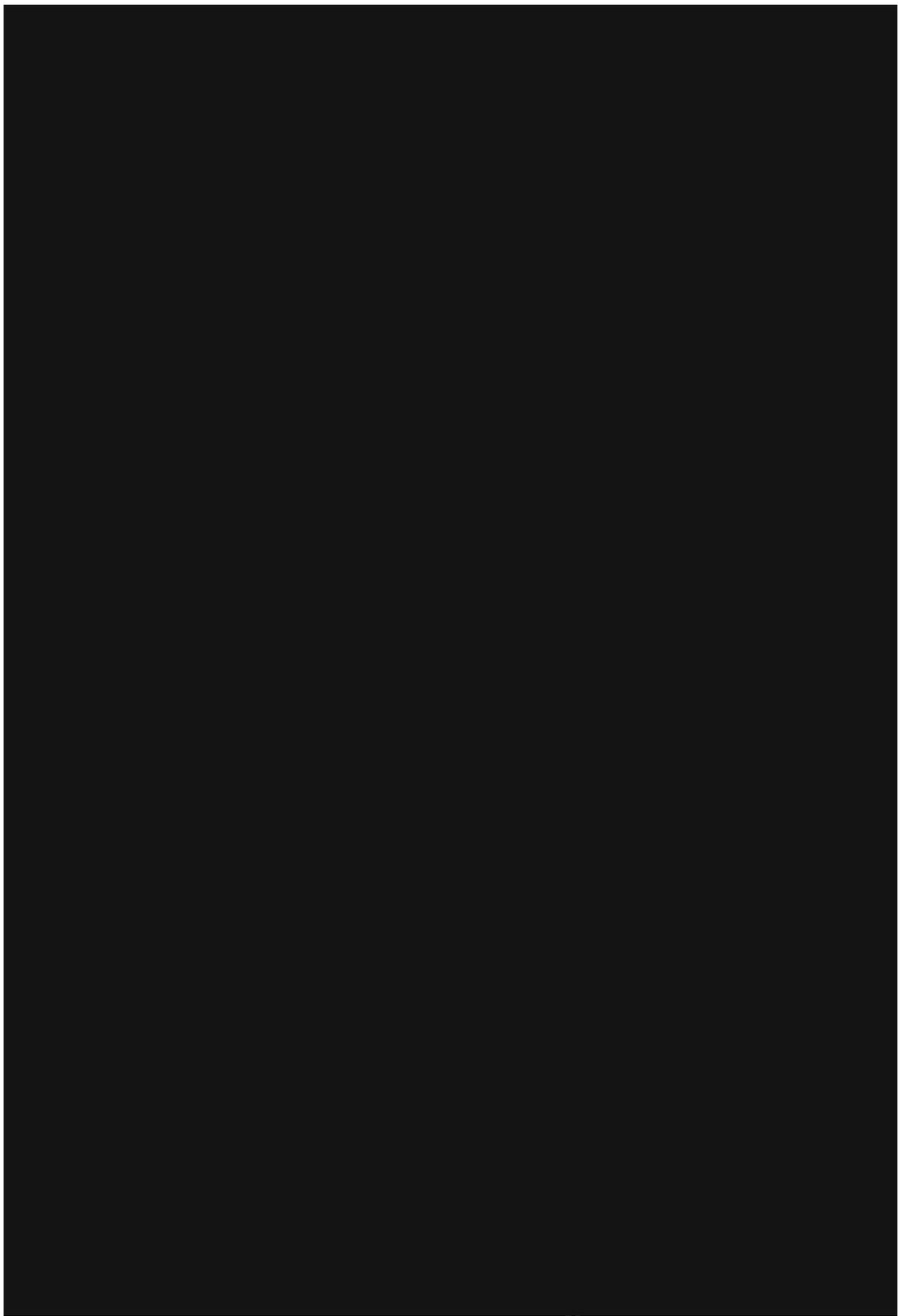


(b)(3)(A)  
(i)&Title  
10 Sec  
130 (a)(b)

(b)(3)(A)  
(i)&Title  
10 Sec 130  
(a)(b)

(b)(4)

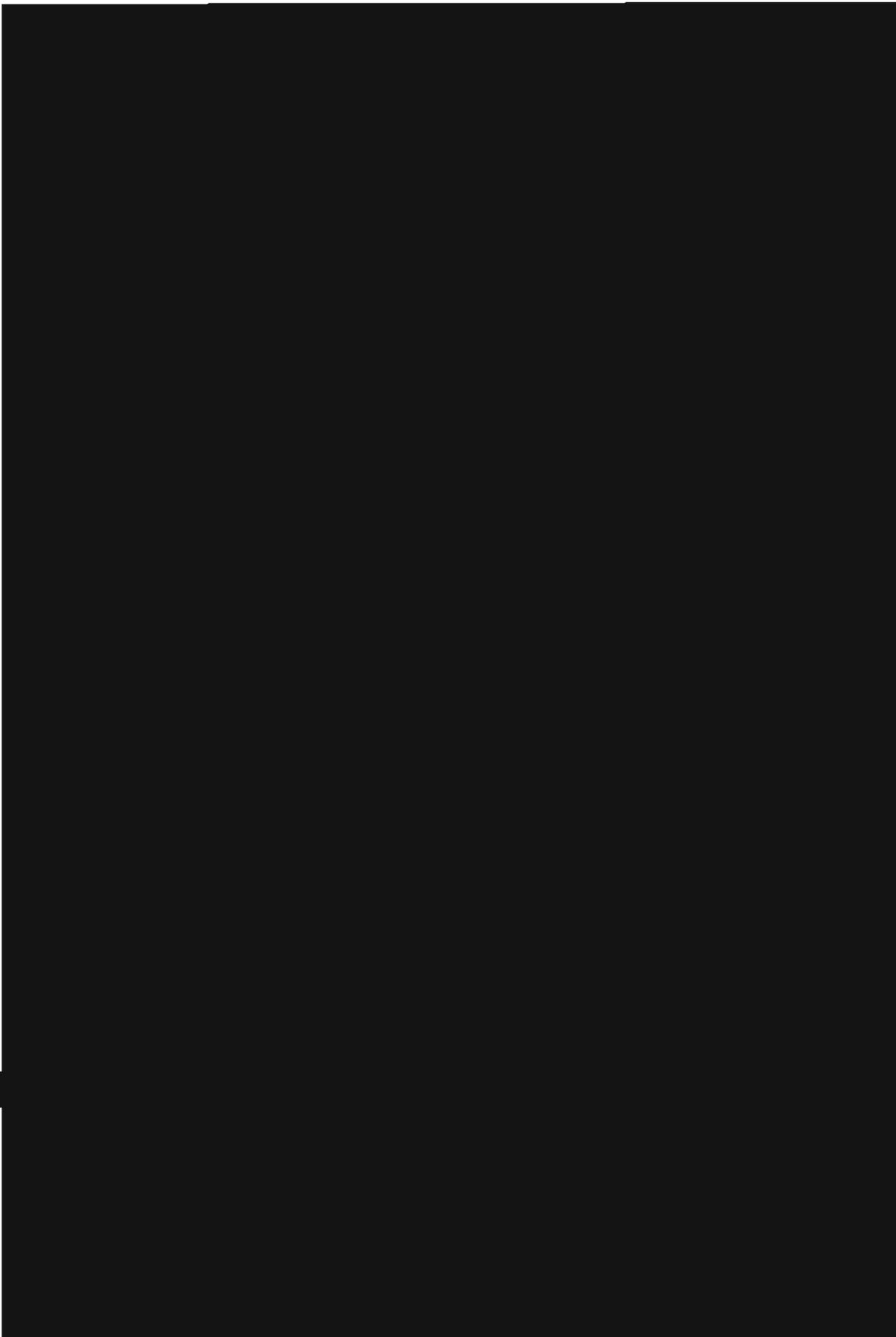
002724



(b)(3)(A)  
(i)&Title  
10 Sec  
130 (a)(b)

(b)(4)

002725

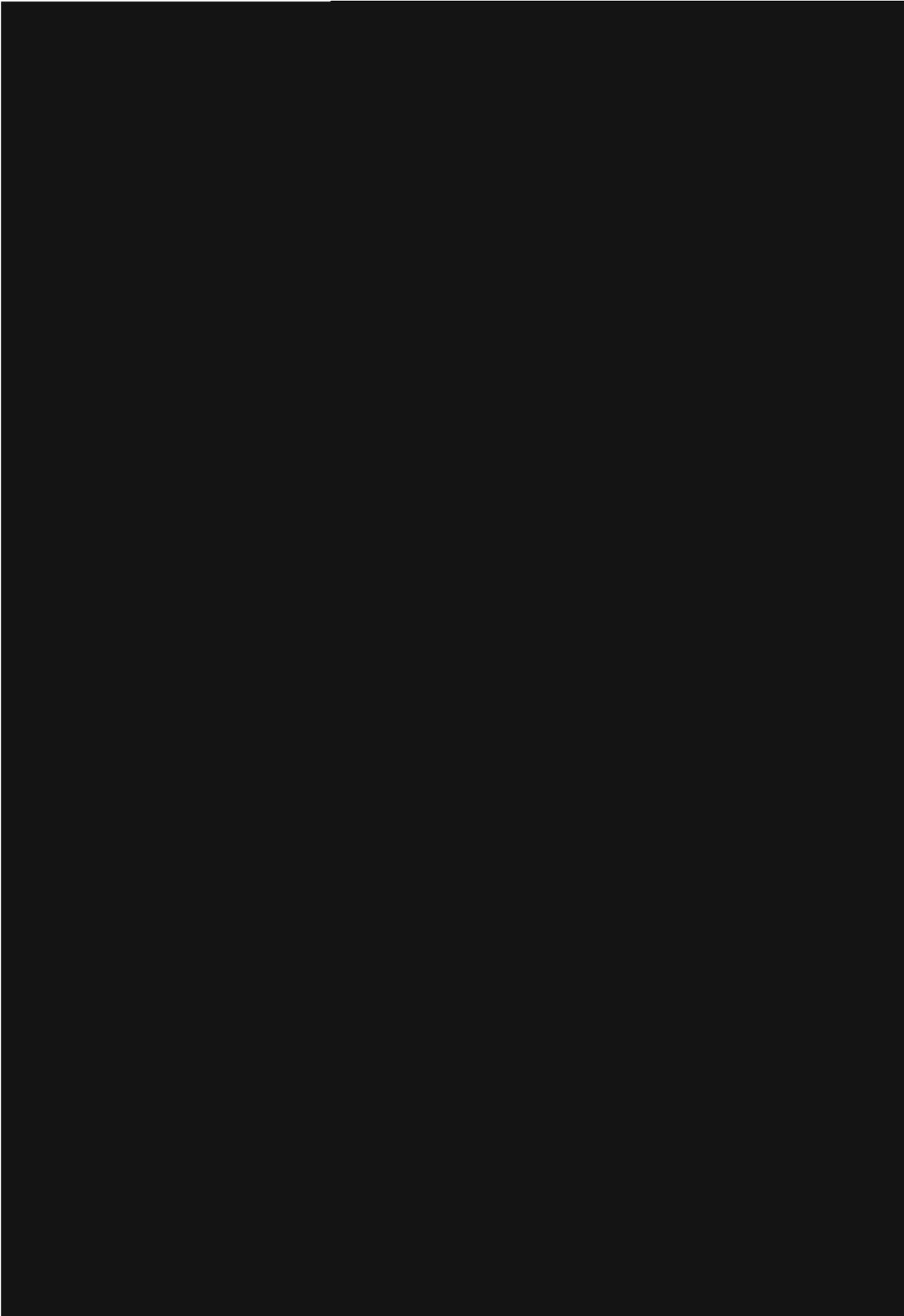


(b)(3)(A)  
(i)&Title  
10 Sec  
130 (a)  
(b)

(b)(3)(A)  
(i)&Title  
10 Sec 130  
(a)(b)

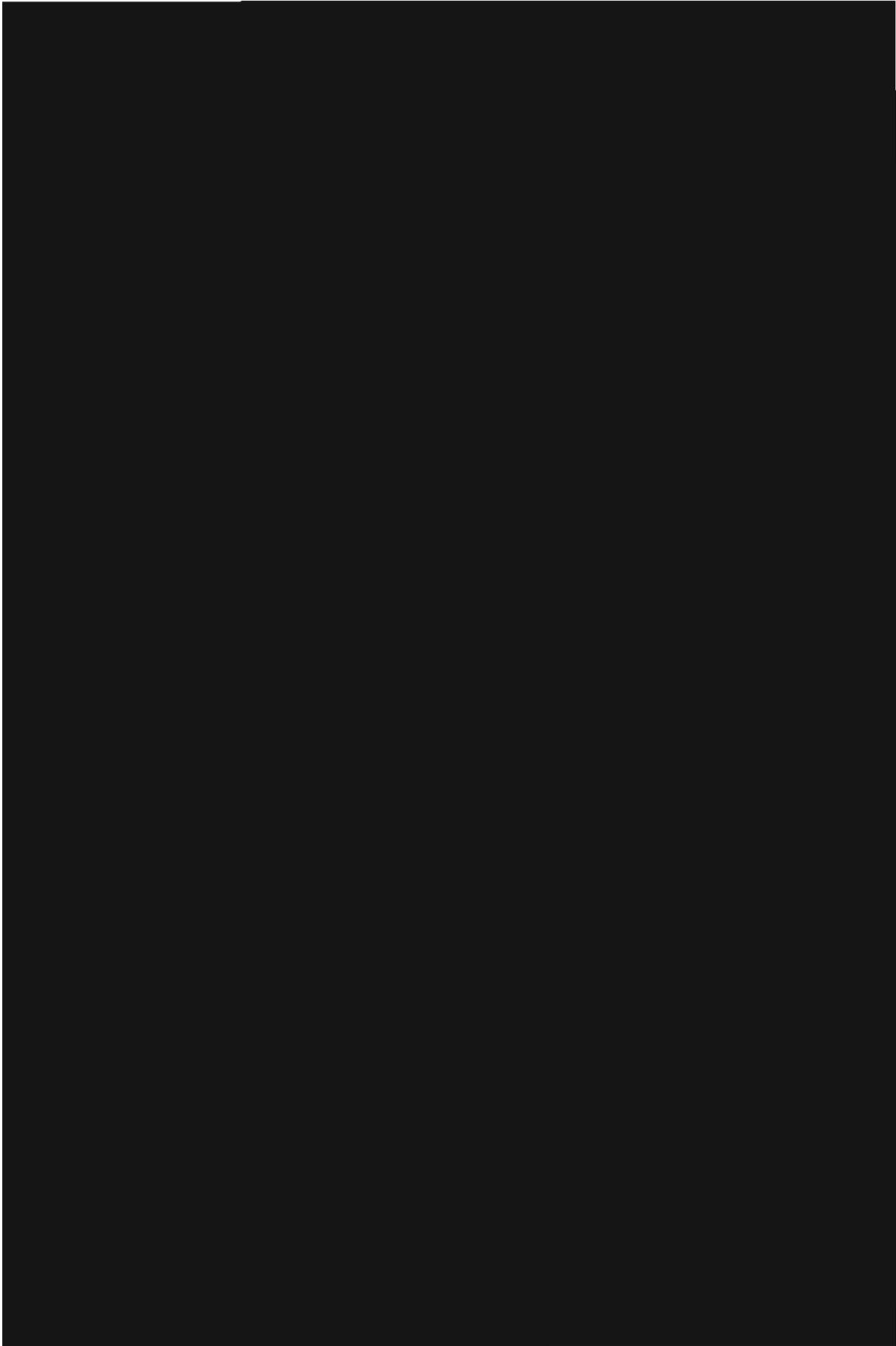
(b)(4)

002726



(b)(4)

002727



(b)(3)(A)  
(i)&Title 10  
Sec 130 (a)  
(b)

(b)(3)(A)  
(i)&Title 10  
Sec 130 (a)  
(b)

(b)(4)

002728

(b)(3)(A)  
(i)&Title  
10 Sec 130  
(a)(b)

(b)(3)(A)  
(i)&Title  
10 Sec 130  
(a)(b)

(b)(4)

002729

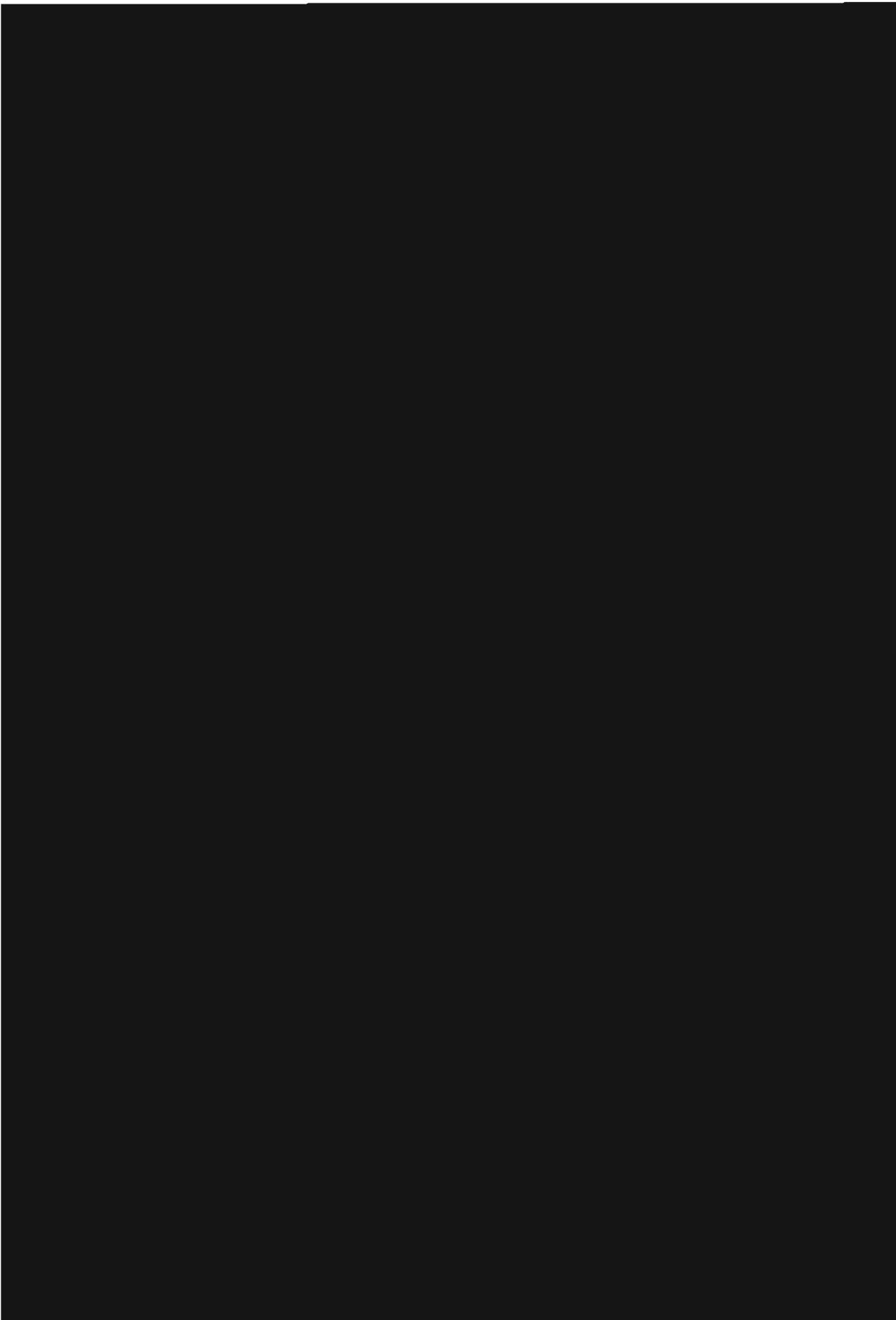
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(b)(3)(A)  
(i)&Title 10  
Sec 130 (a)  
(b)

(b)(3)(A)  
(i)&Title  
10 Sec 130  
(a)(b)

(b)(4)

002730



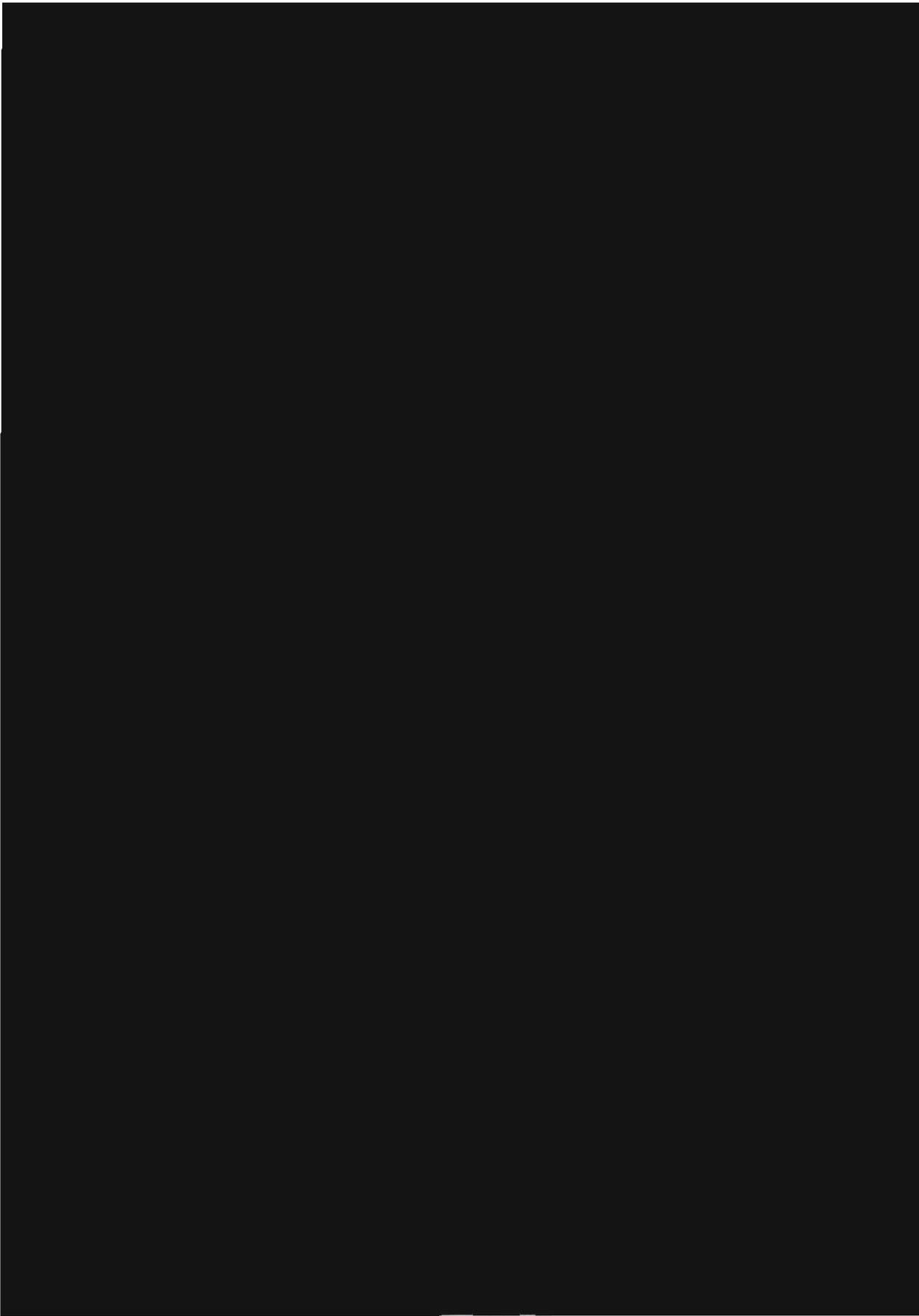
(b)(3)(A)  
(i)&Title  
10 Sec 130  
(a)(b)

(b)(3)(A)  
(i)&Title  
10 Sec 130  
(a)(b)

(b)(3)(A)  
(i)&Title  
10 Sec 130  
(a)(b)

002731

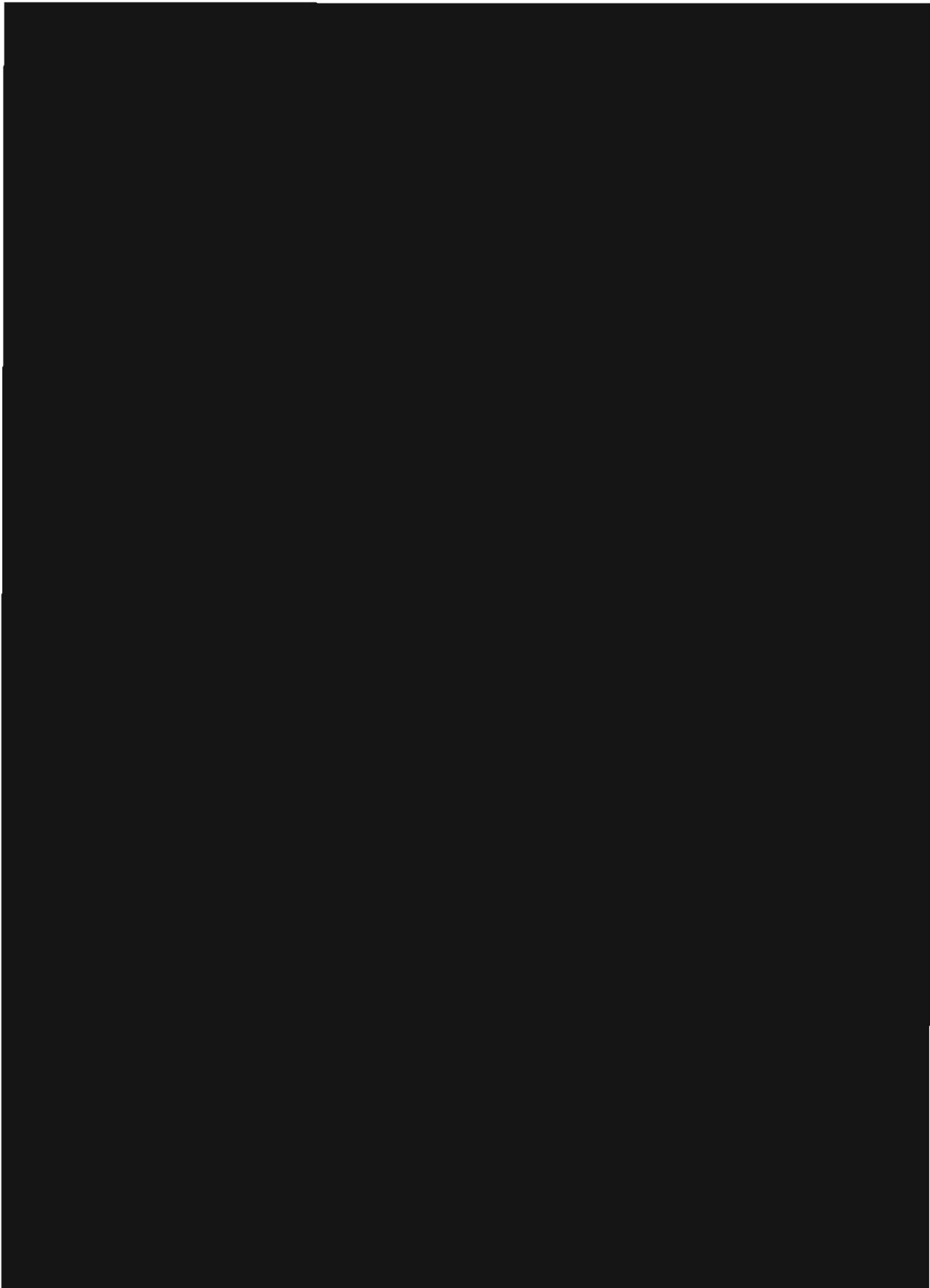
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(b)(3)(A)  
(i)&Title  
10 Sec  
130 (a)(b)

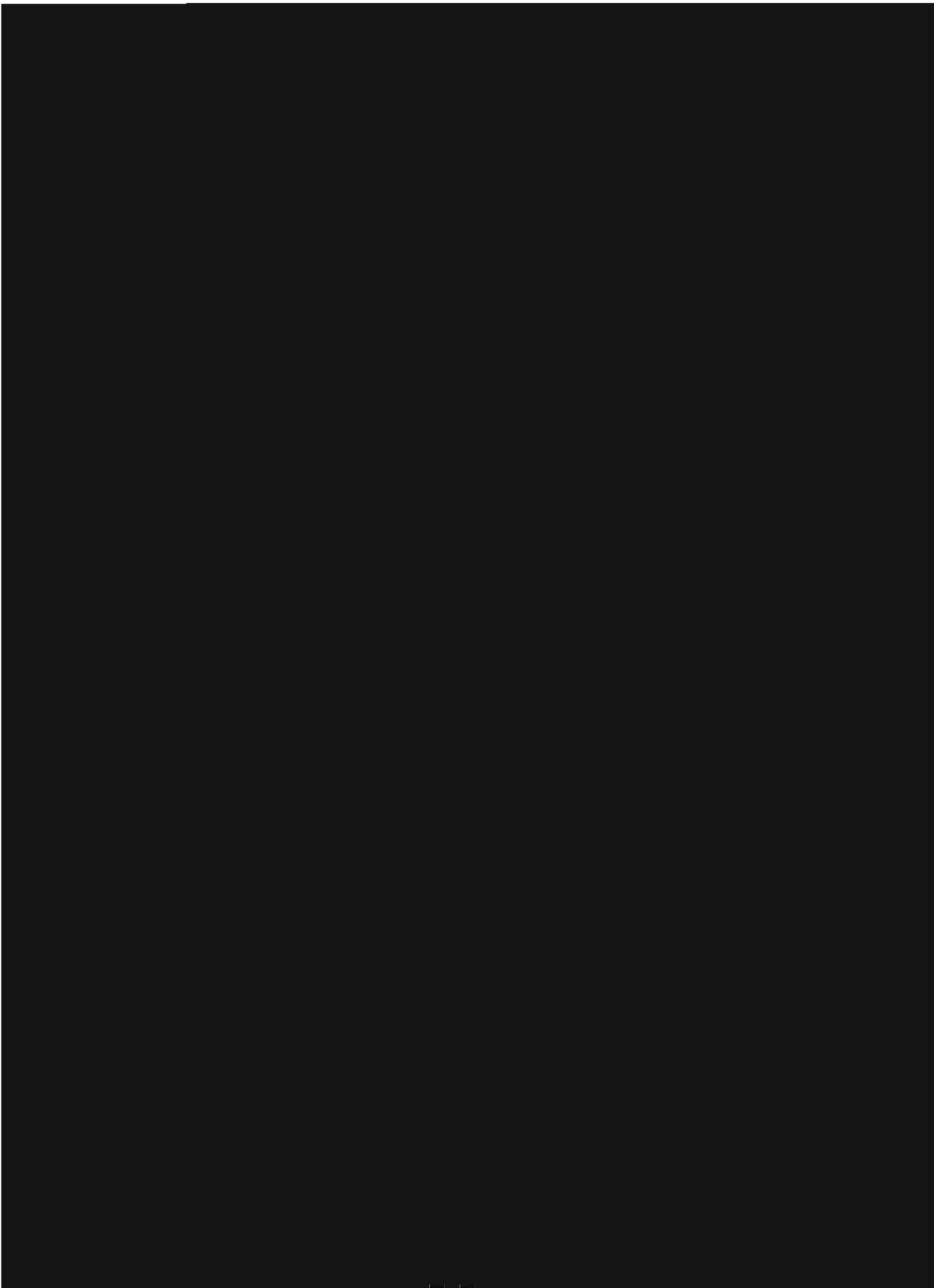
002732

(b)  
(4)



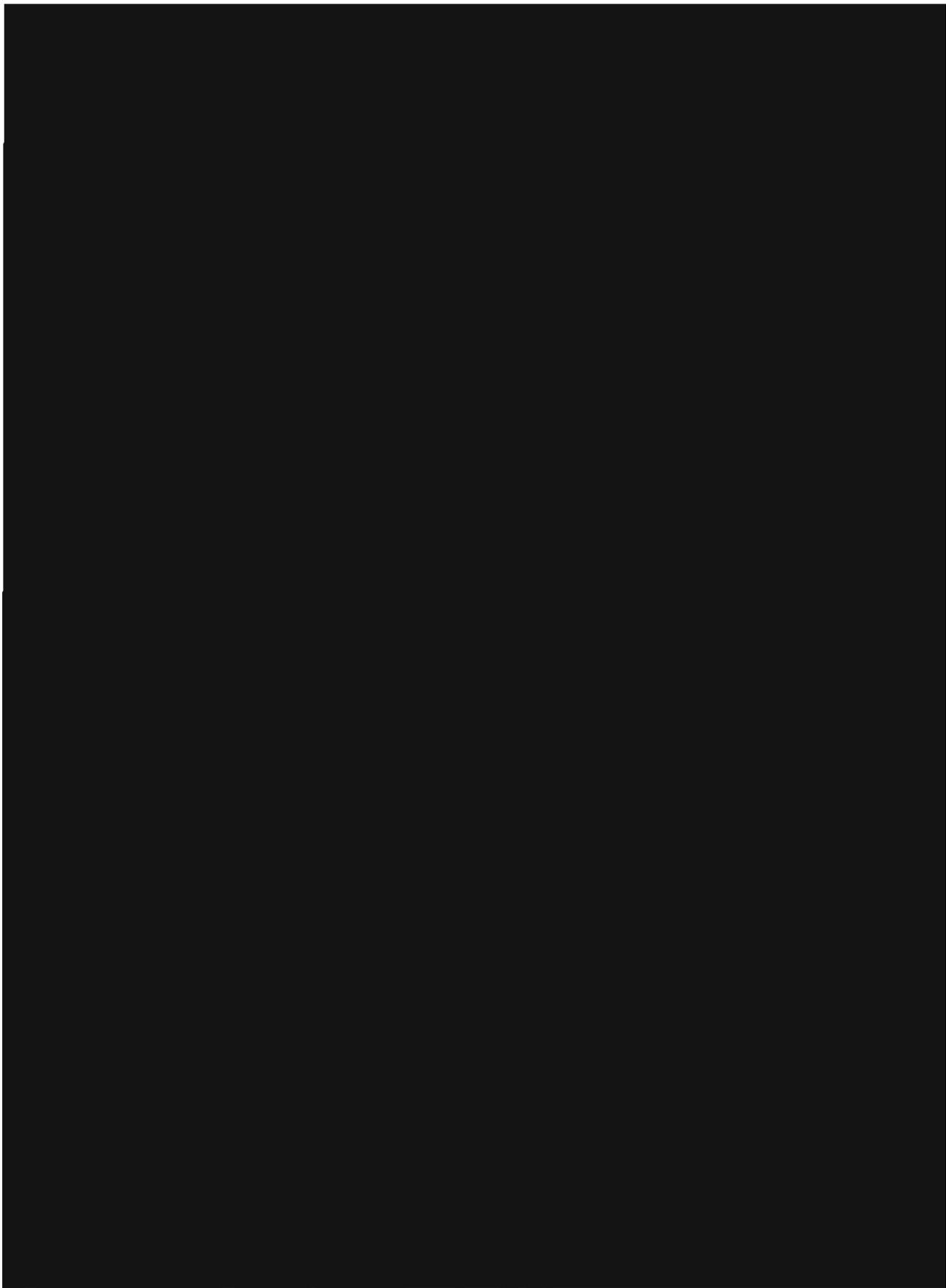
002133

(b)(4)



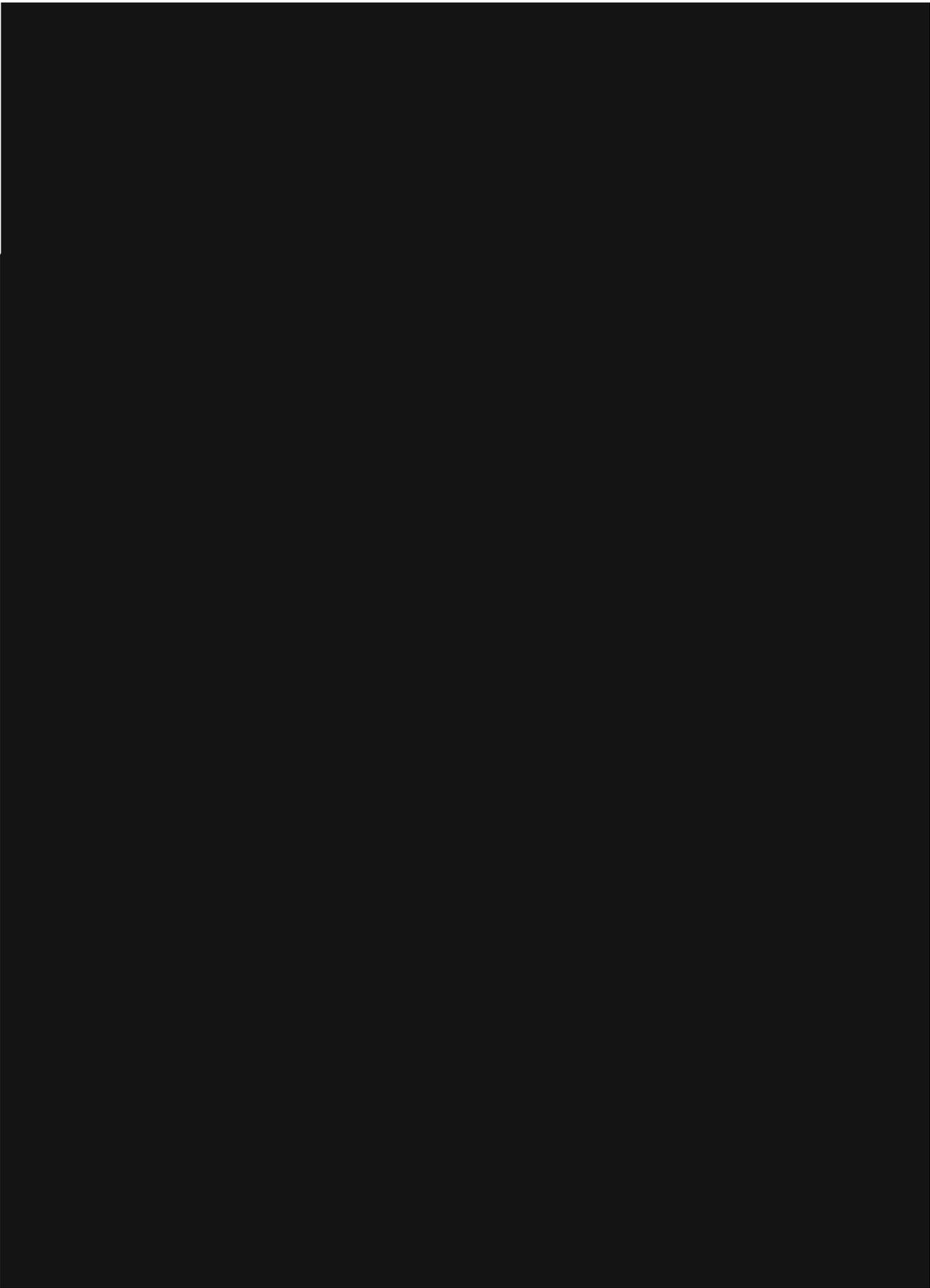
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(b)(4)



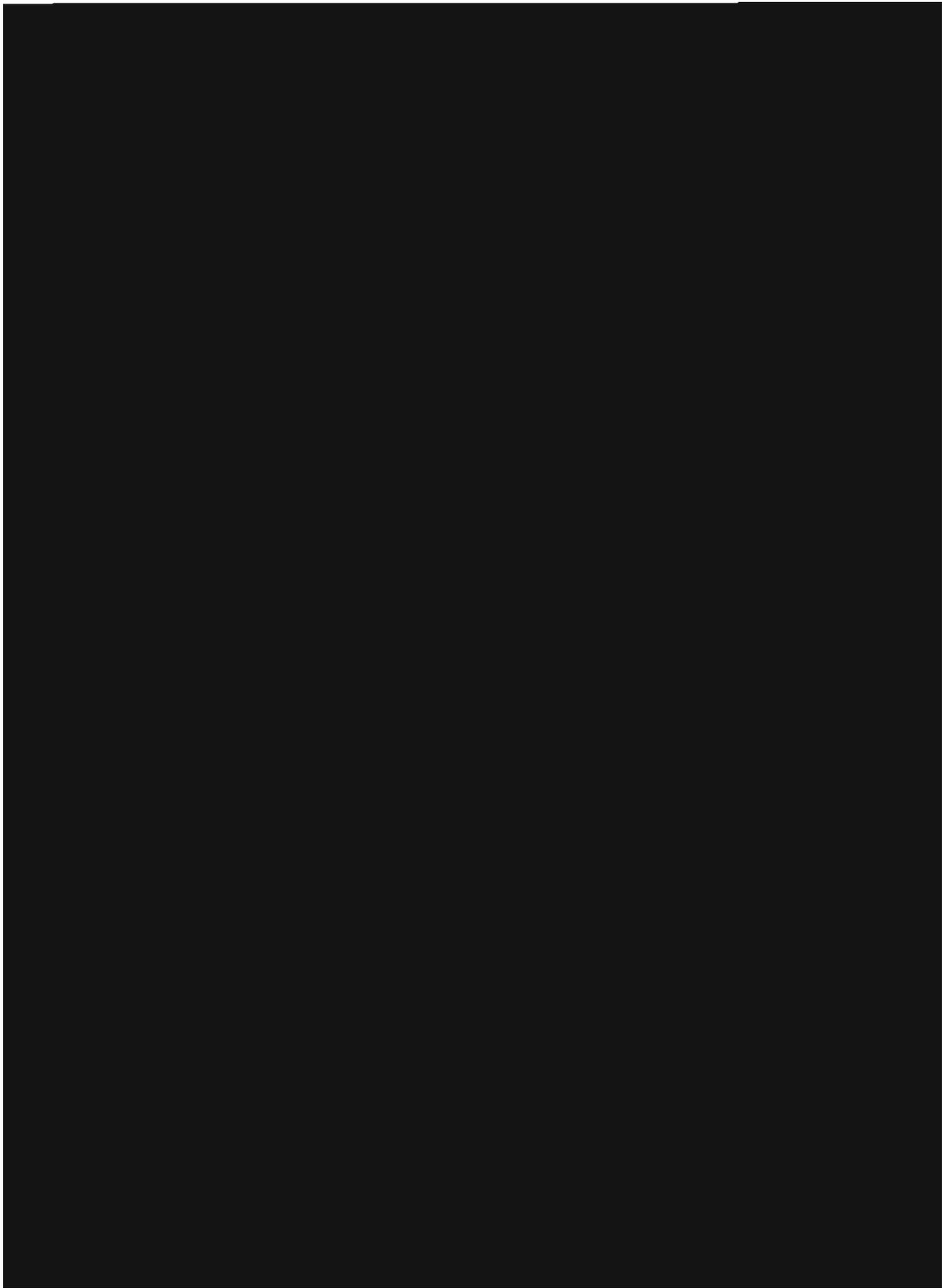
002735

(b)(4)



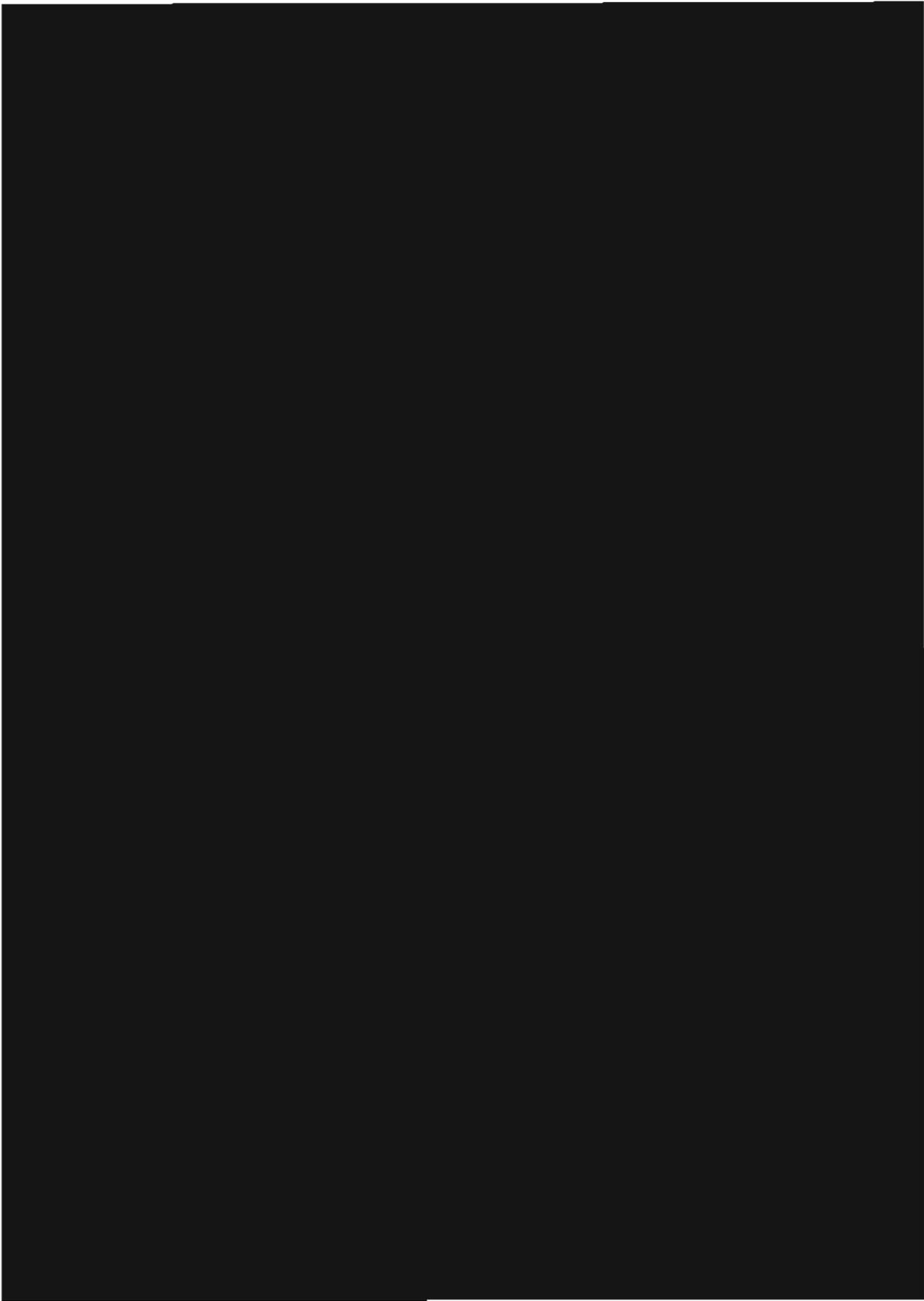
002736

(b)(4)



002737

(b)(4)



(b)(3)(A)  
(i)&Title  
10 Sec  
130 (a)(b)

(b)(3)(A)  
(i)&Title  
10 Sec  
130 (a)(b)

(b)(3)(A)  
(i)&Title  
10 Sec 130  
(a)(b)

002738

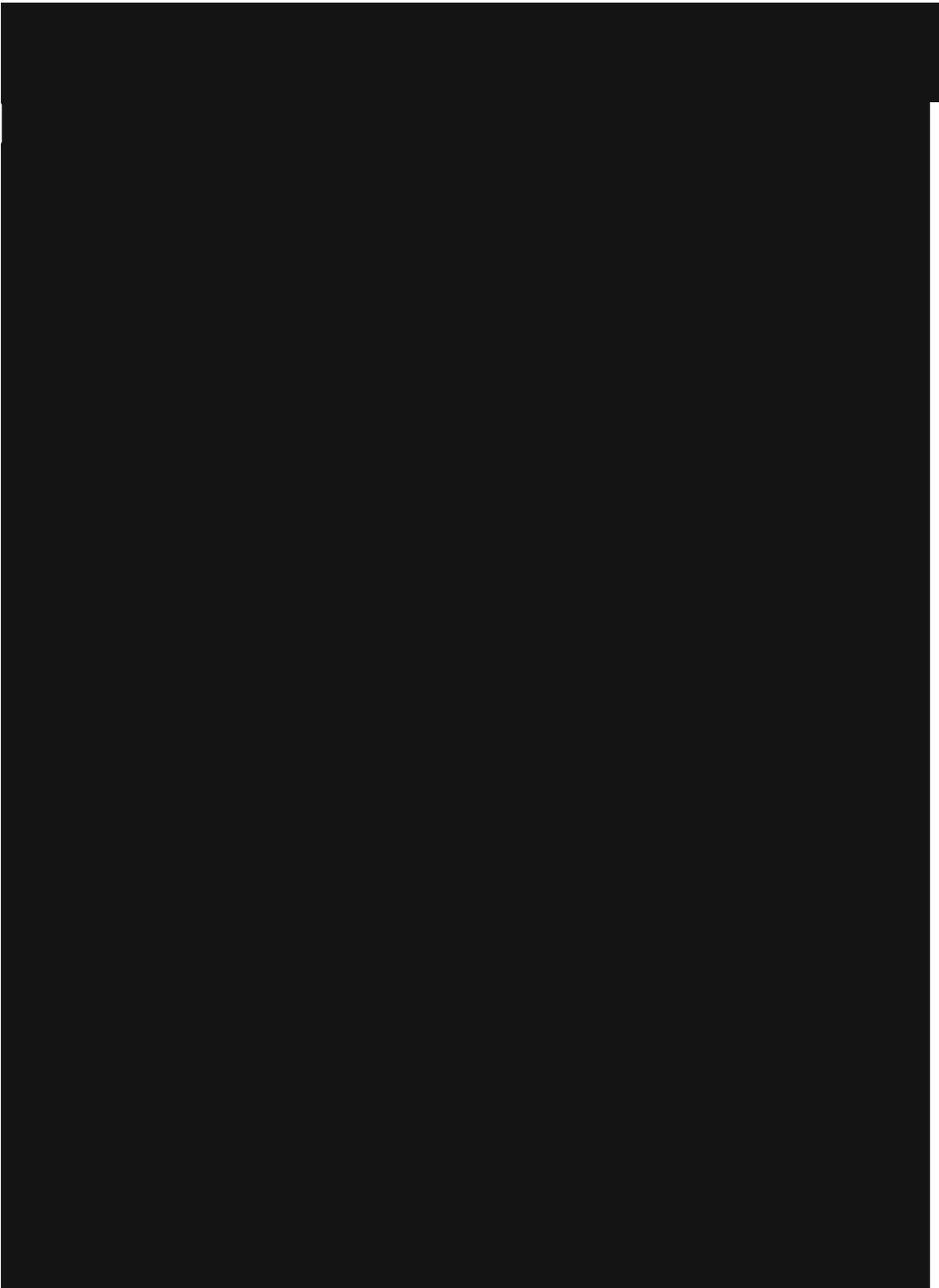
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(i)&Title  
10 Sec 130  
(a)(b)

(b)(3)(A)  
(i)&Title  
10 Sec  
130 (a)(b)

(b)(3)(A)  
(i)&Title  
10 Sec  
130 (a)  
(b)

(b)(4)

002739



(b)(3)  
(A)  
(i)&Title  
10 Sec  
130 (a)  
(b)

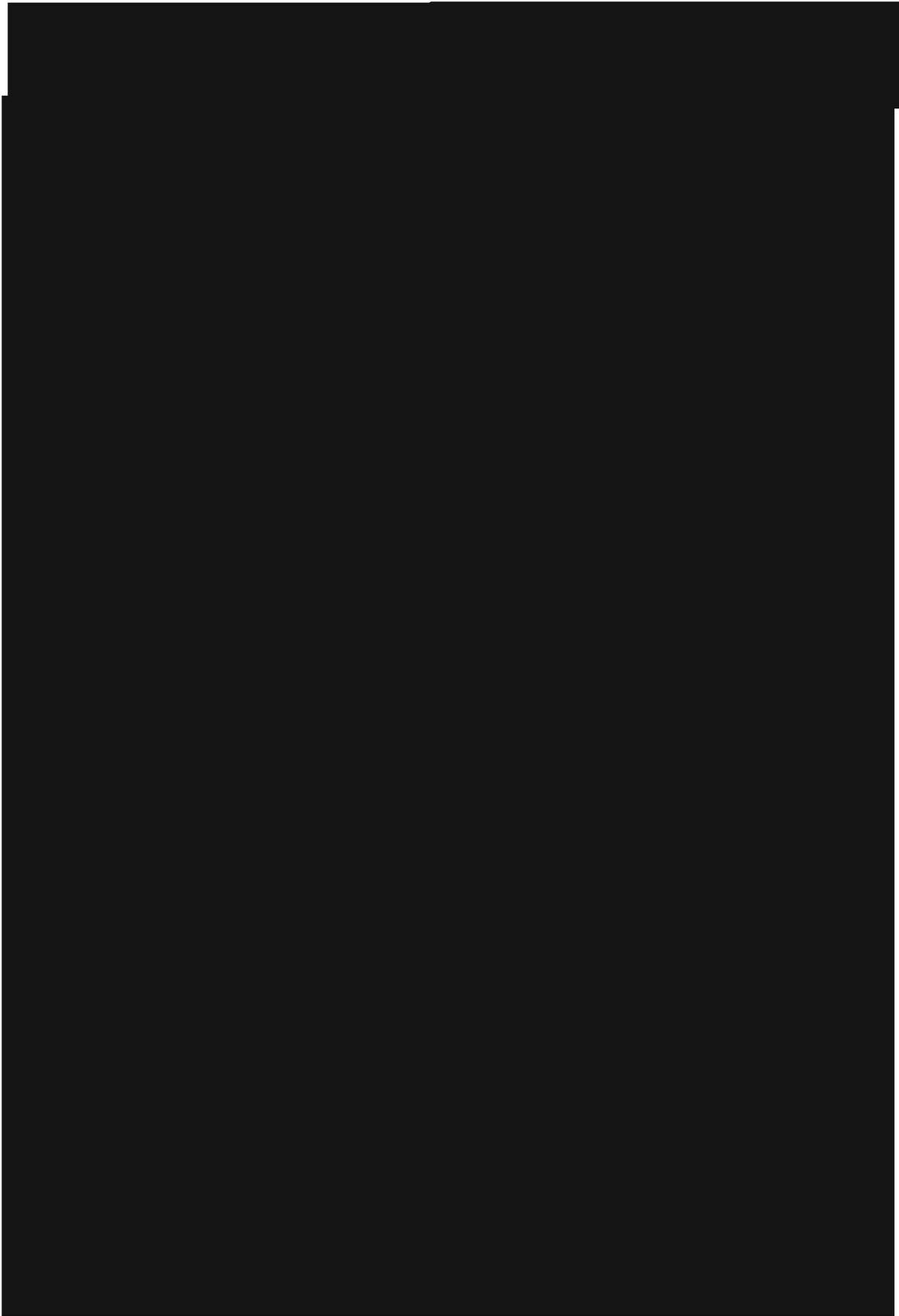
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10 Sec 130  
(a)(b)

(b)(3)(A)  
(i)&Title  
10 Sec  
130 (a)  
(b)

(b)(4)



002740



(b)(3)(A)  
(i)&Title  
10 Sec 130  
(a)(b)

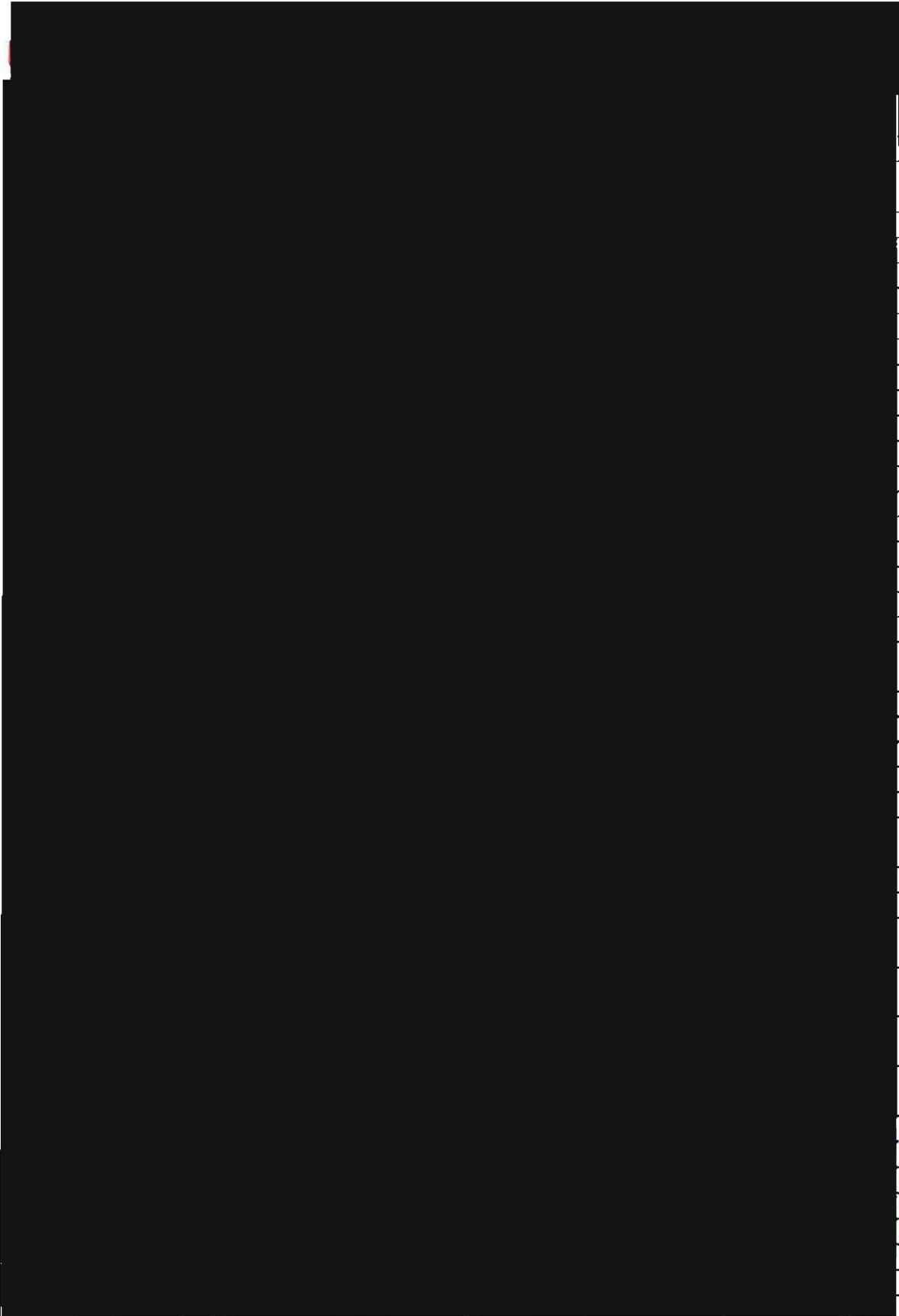
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(A)  
(i)&Title  
10 Sec  
130 (a)  
(b)

(b)(3)(A)  
(i)&Title  
10 Sec  
130 (a)  
(b)

[Redacted]

002791

(b)(4)



(b)(3)(A)  
(i)&Title  
10 Sec  
130 (a)  
(b)

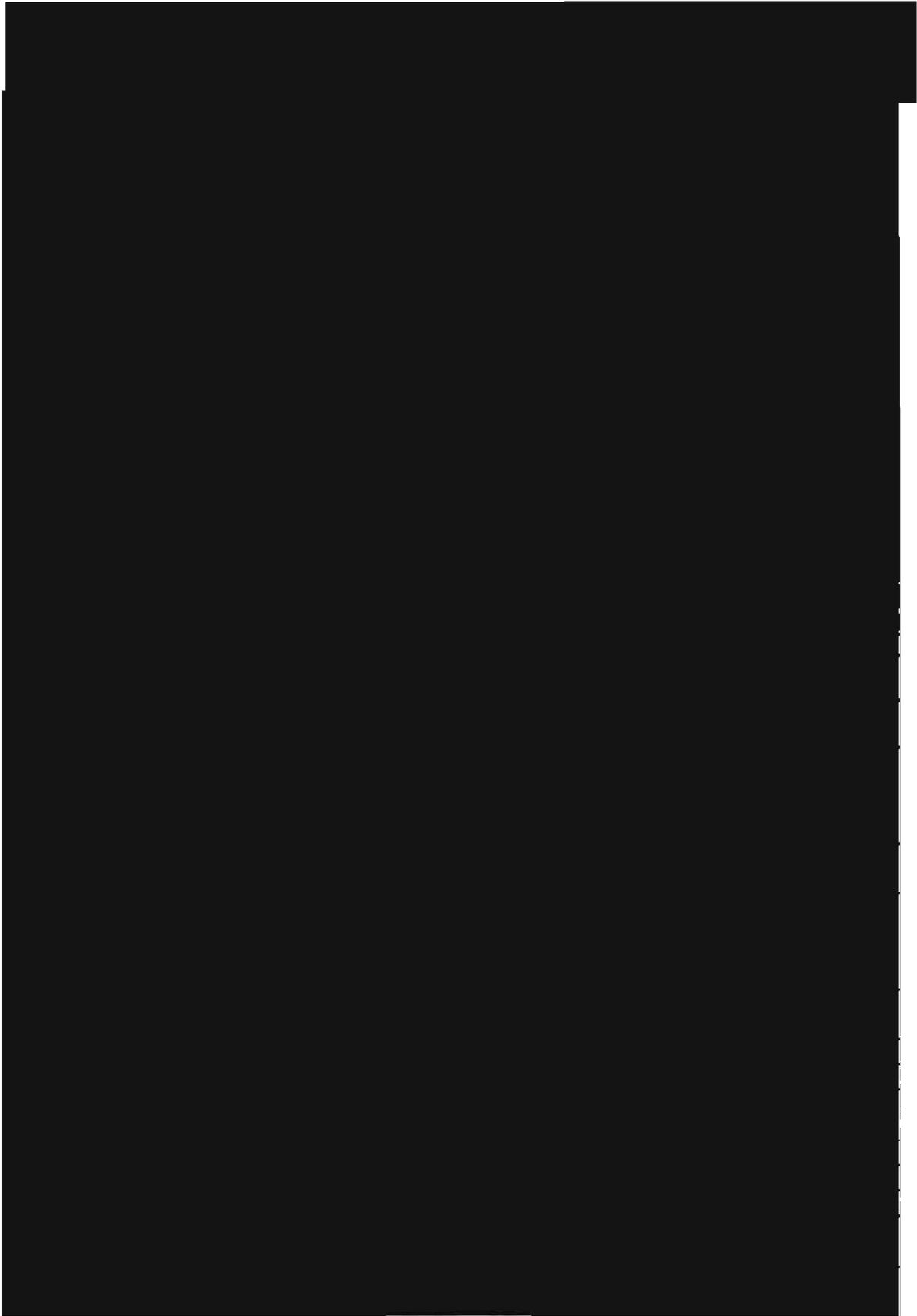
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(i)&Title  
10 Sec  
130 (a)  
(b)

(b)(3)(A)  
(i)&Title  
10 Sec  
130 (a)  
(b)

(b)(4)



002142



(b)(3)(A)  
(i)&Title  
10 Sec  
130 (a)  
(b)

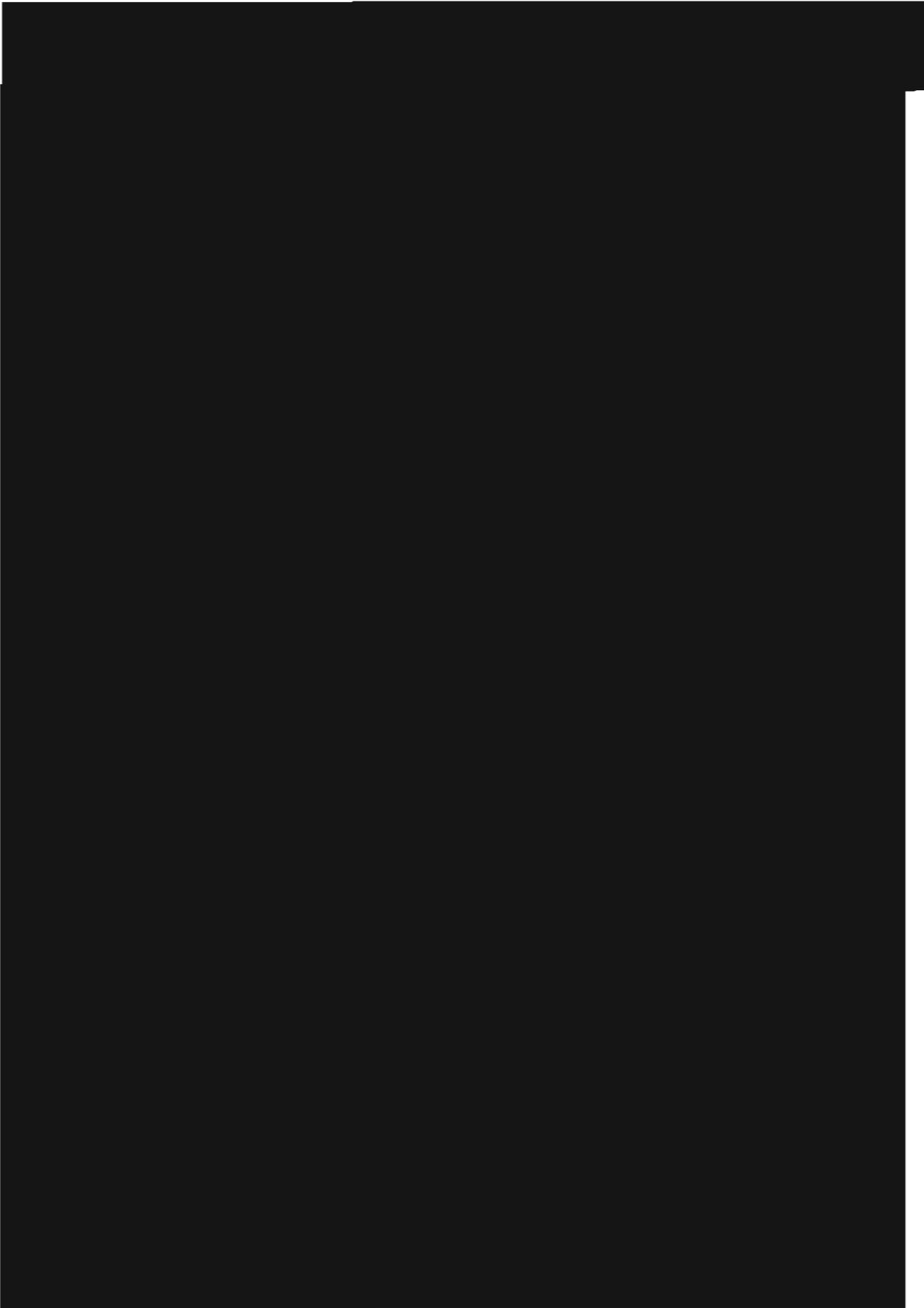
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(i)&Title  
10 Sec  
130 (a)  
(b)

(b)(3)  
(A)  
(i)&Title  
e 10 Sec  
130 (a)  
(b)

(b)(4)

[Redacted]

002743



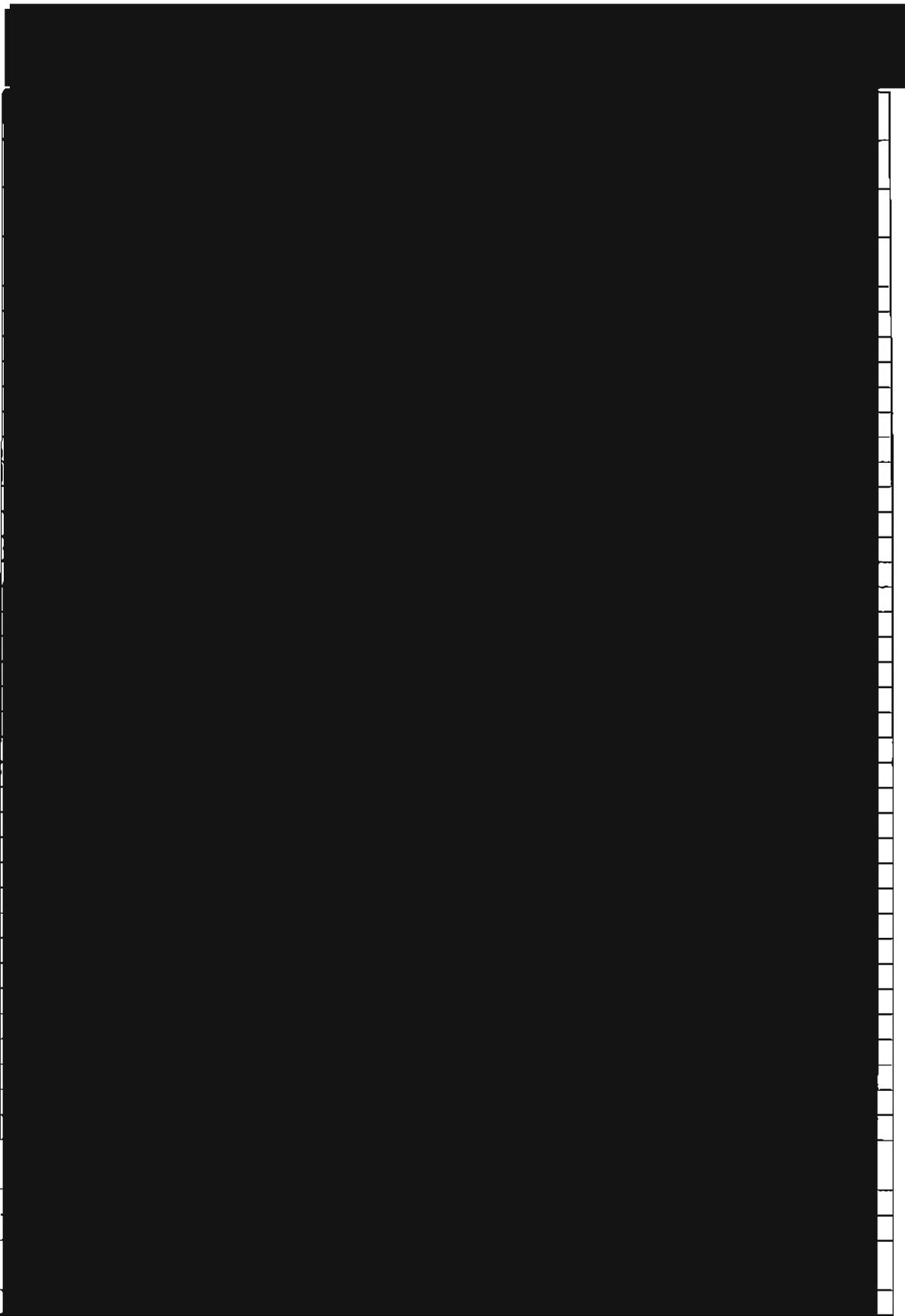
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(A)  
(i)&Title  
10 Sec  
130 (a)  
(b)

(b)(3)(A)  
(i)&Title  
10 Sec 130  
(a)(b)



002744

(b)(4)



(b)(3)(A)  
(i)&Title  
10 Sec  
130 (a)  
(b)

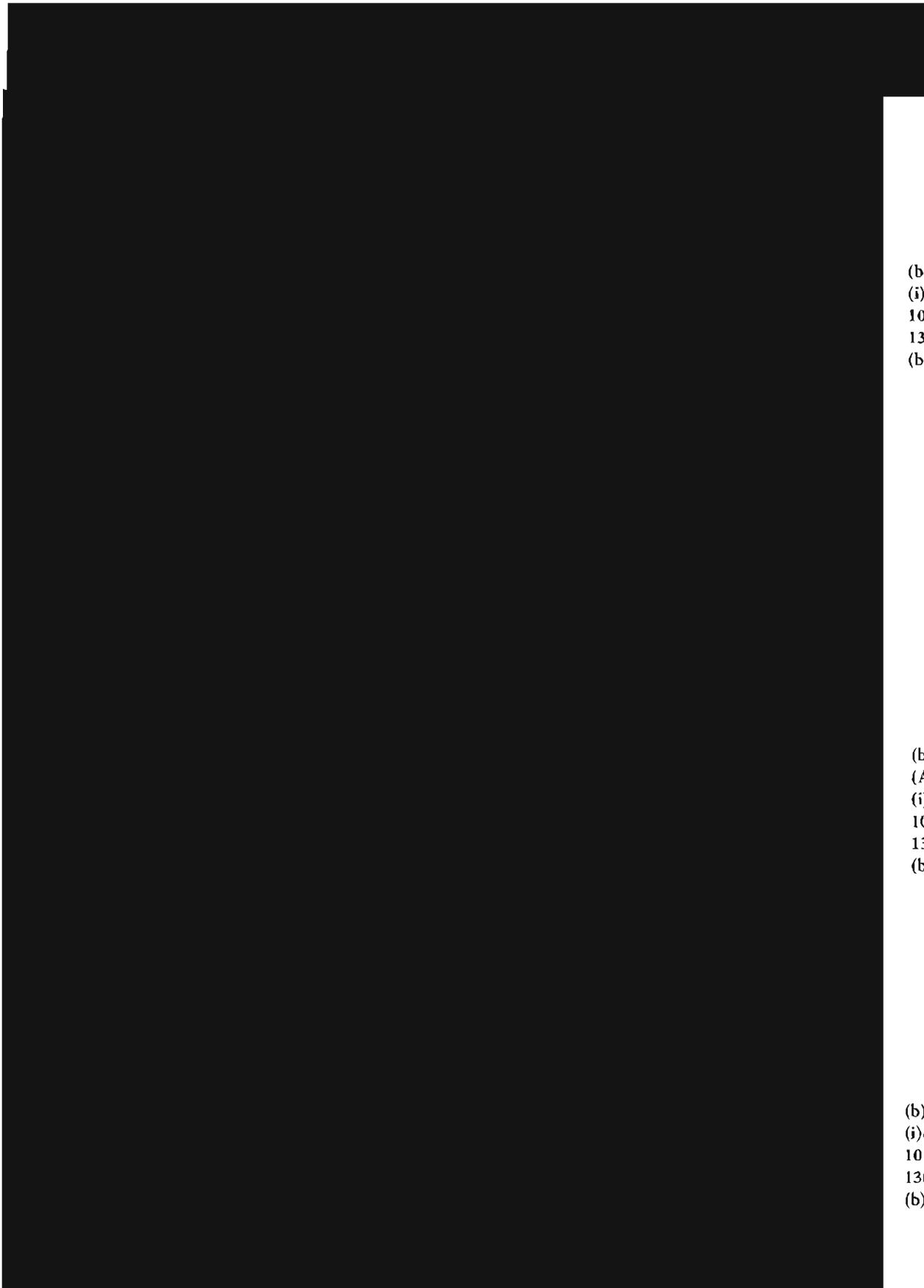
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10 Sec 130  
(a)(b)

(b)(3)(A)  
(i)&Title  
10 Sec  
130 (a)  
(b)



002745

(b)(4)



(b)(3)(A)  
(i)&Title  
10 Sec  
130 (a)  
(b)

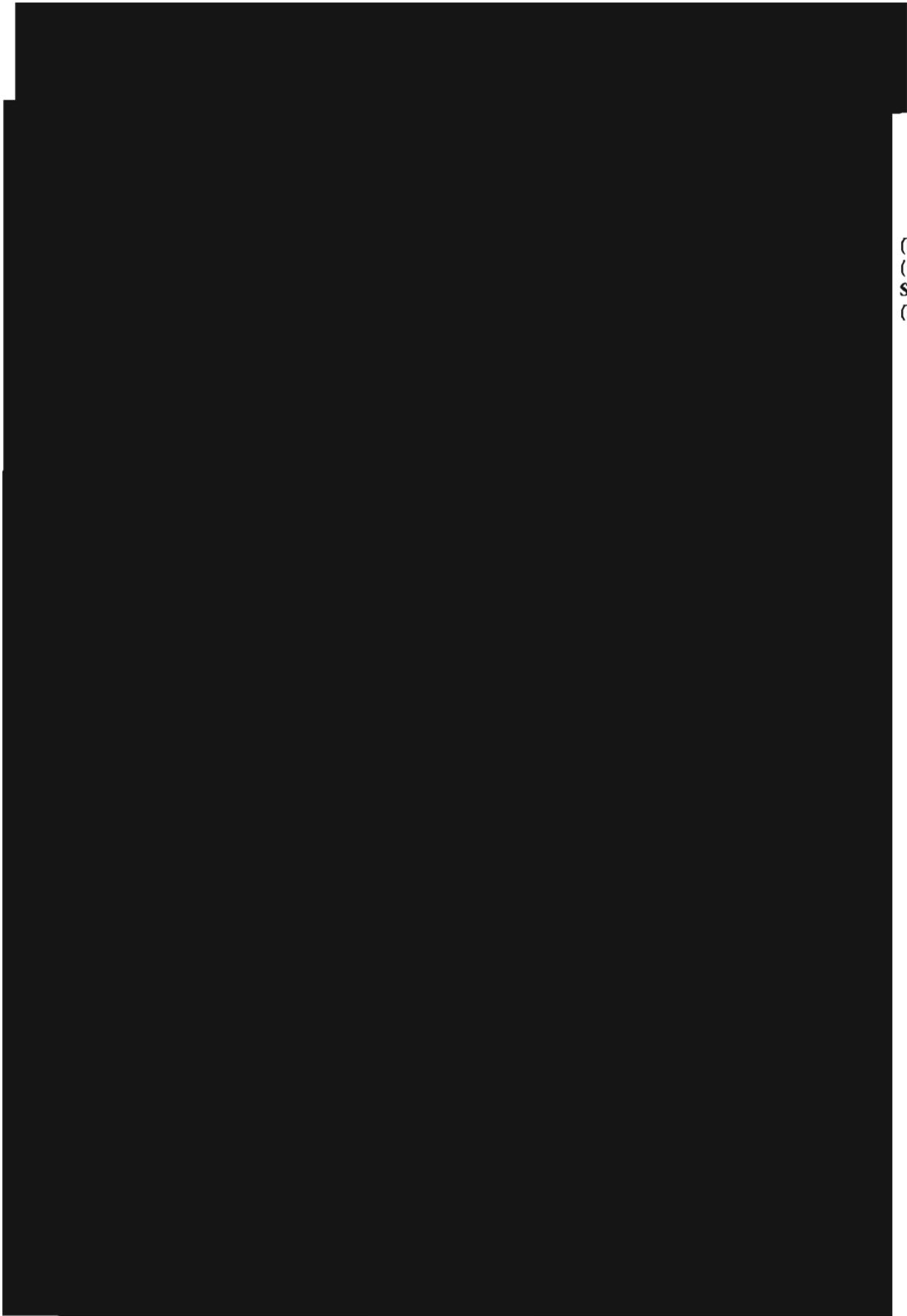
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(A)  
(i)&Title  
10 Sec  
130 (a)  
(b)

(b)(3)(A)  
(i)&Title  
10 Sec  
130 (a)  
(b)

[Redacted]

002746

(b)(4)



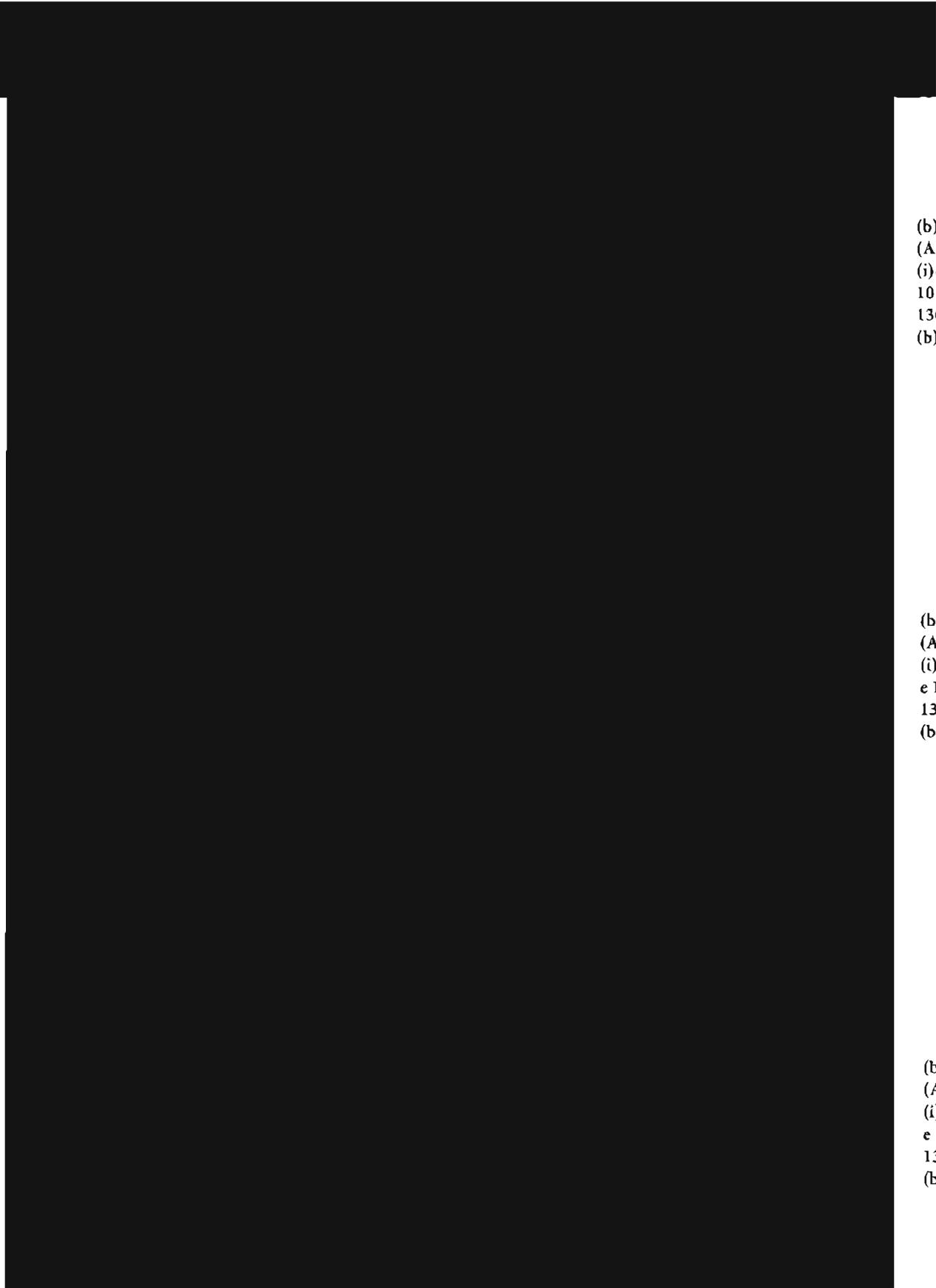
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(i)&Title 10  
Sec 130 (a)  
(b)

(b)(3)(A)  
(i)&Title  
10 Sec  
130 (a)  
(b)

(b)(3)(A)  
(i)&Title  
10 Sec  
130 (a)  
(b)

002947

(b)(4)



(b)(3)  
(A)  
(i)&Title  
10 Sec  
130 (a)  
(b)

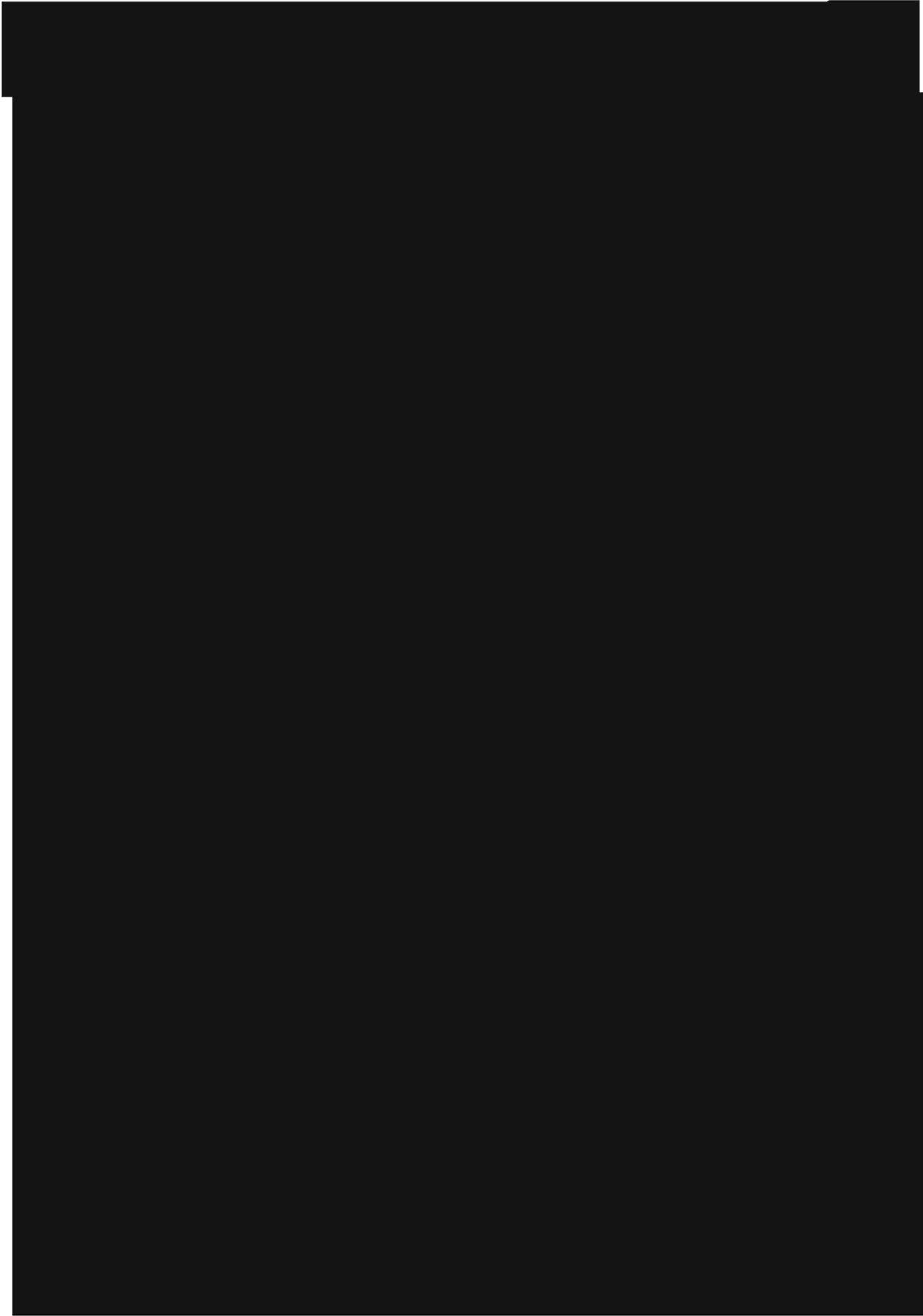
(b)(3)  
(A)  
(i)&Titl  
e 10 Sec  
130 (a)  
(b)

(b)(3)  
(A)  
(i)&Titl  
e 10 Sec  
130 (a)  
(b)

[Redacted]

002748

(b)(4)



(b)(3)  
(A)  
(i)&Ti  
le 10  
Sec  
130  
(a)(b)

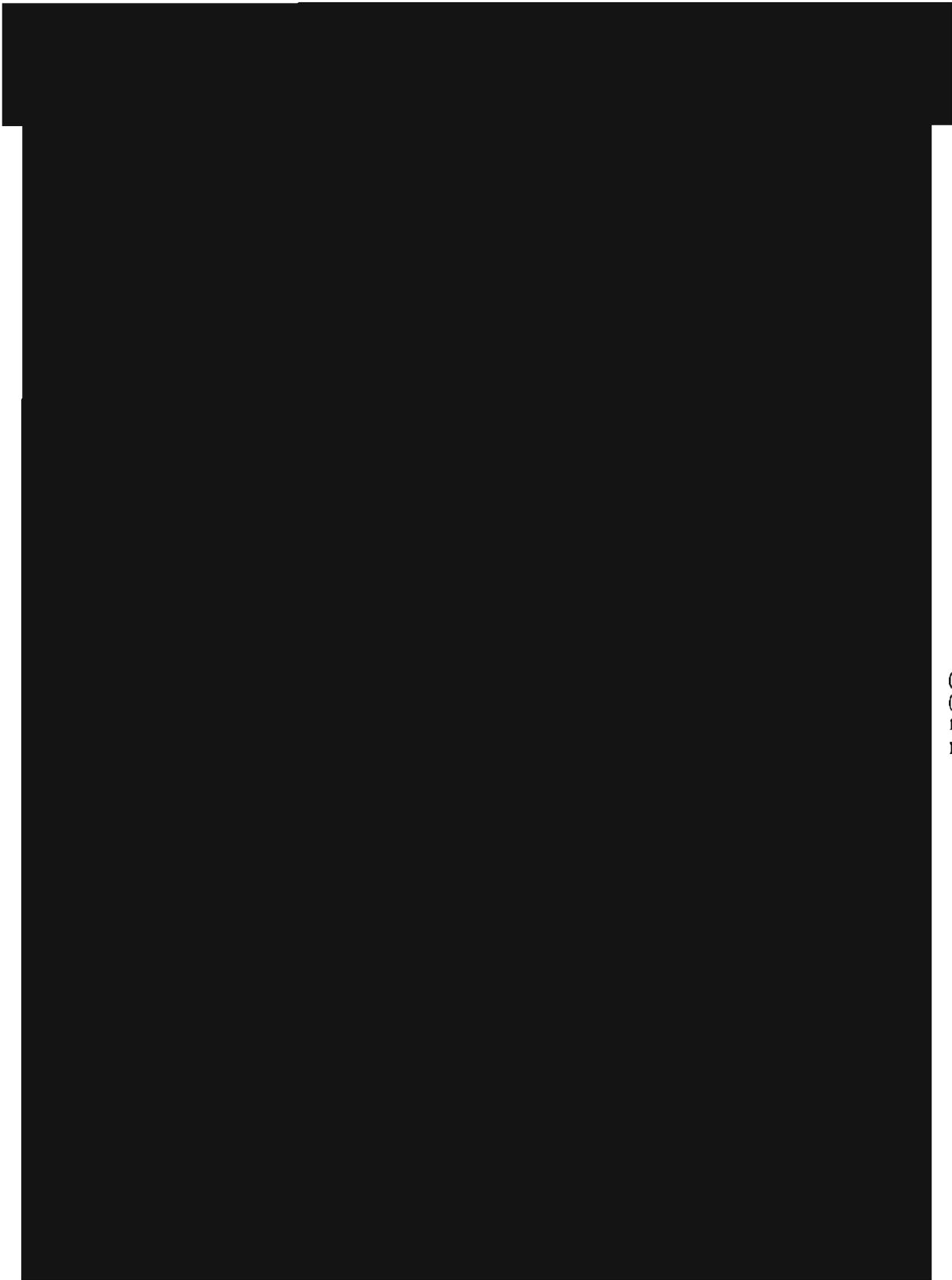
(b)(3)  
(A)  
(i)&Tit  
lc 10  
Sec  
130 (a)  
(b)

(b)(3)  
(A)  
(i)&Till  
e 10 Sec  
130 (a)  
(b)

[Redacted]

002749

(b)(4)



(b)(3)(A)  
(i)&Title  
10 Sec  
130 (a)(b)

(b)(3)(A)  
(i)&Title  
10 Sec  
130 (a)(b)

(b)(3)  
(A)  
(i)&Title  
10 Sec  
130 (a)  
(b)

(b)(4)



002750



(b)(3)  
(A)  
(i)&Title  
10 Sec  
130 (a)  
(b)

(b)(3)  
(A)  
(i)&Titl  
e 10 Sec  
130 (a)  
(b)

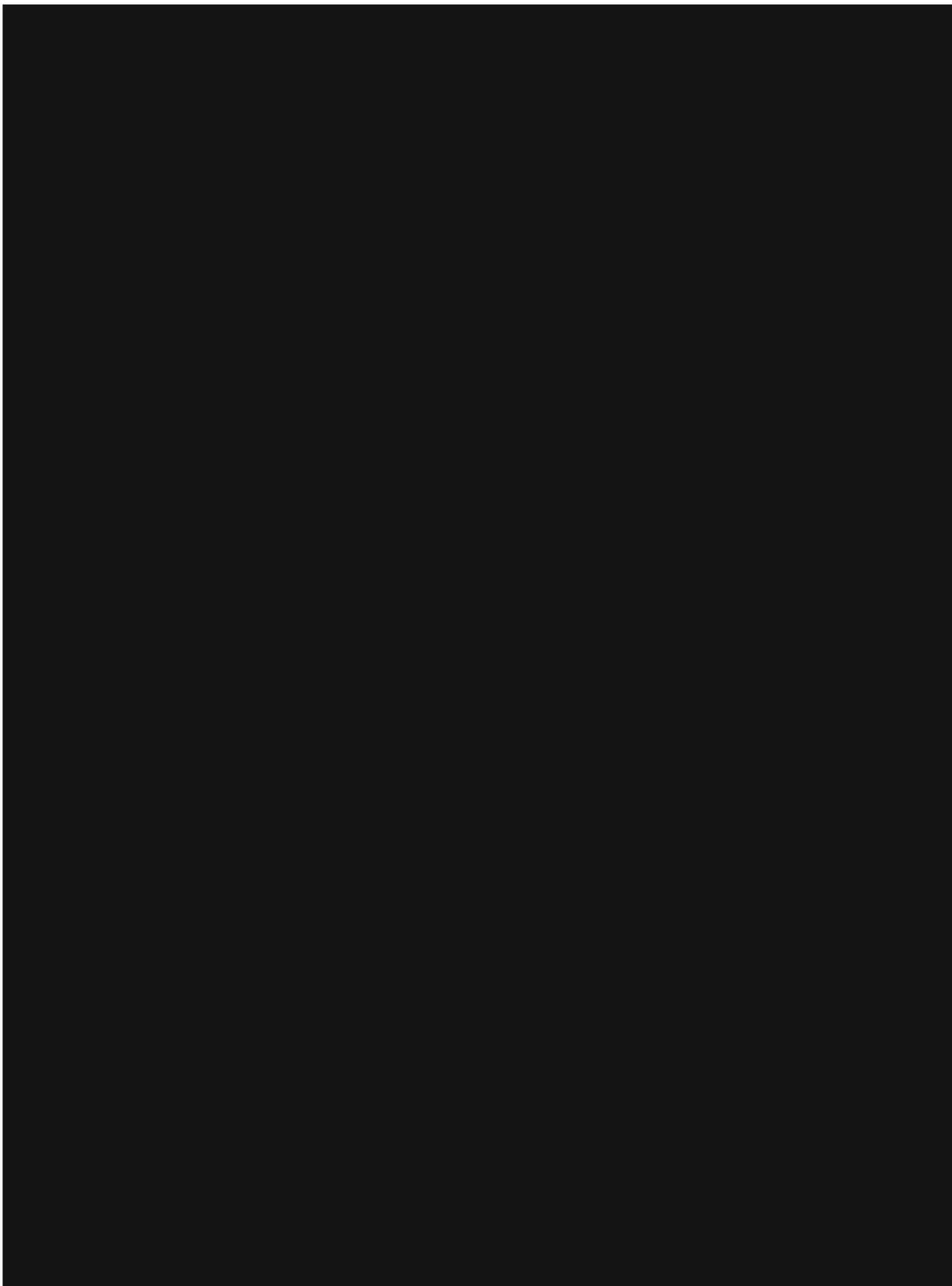
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(i)&Title  
10 Sec  
130 (a)  
(b)



(b)(4)

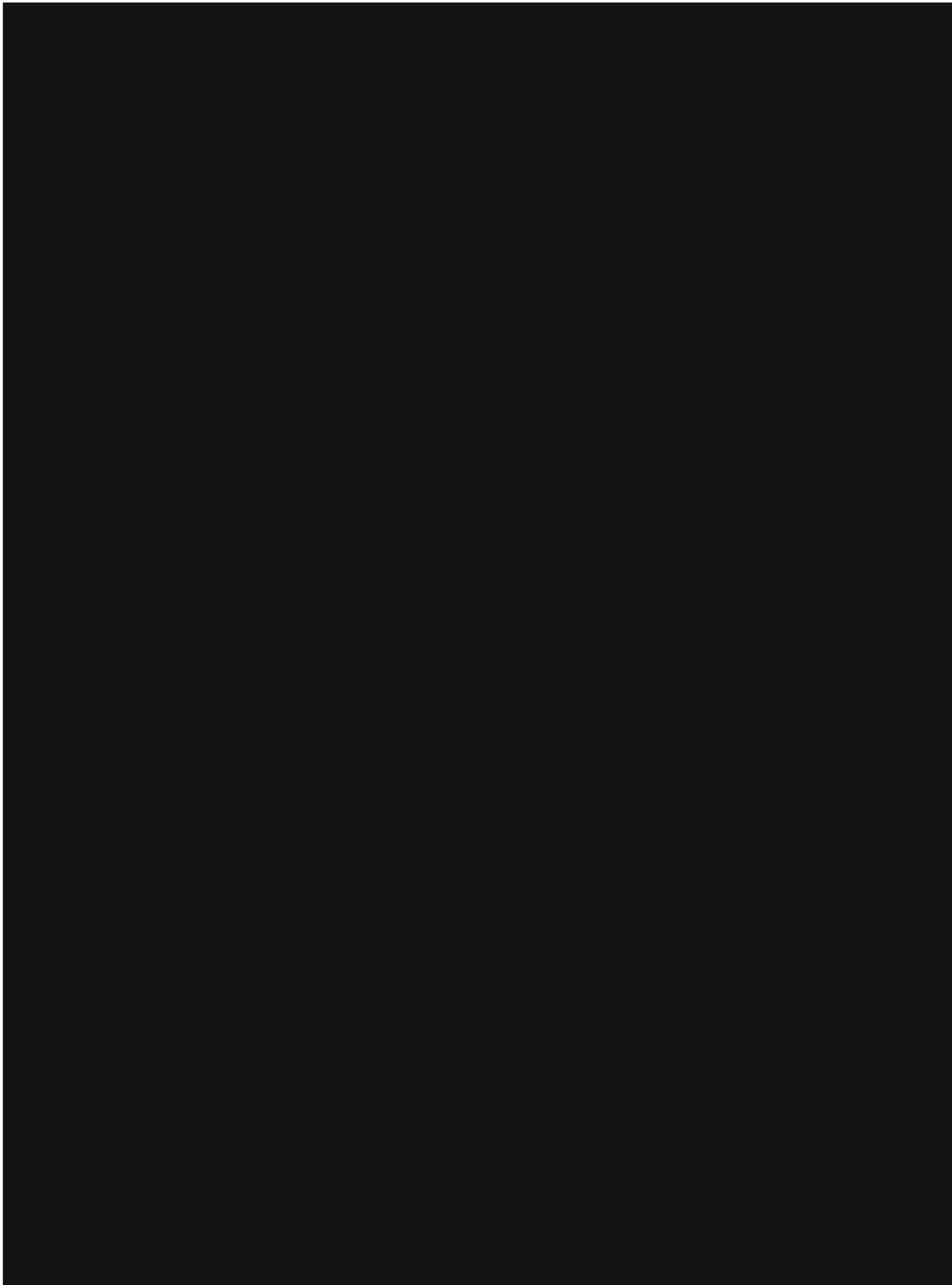


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(b)(4)



002153

(b)(4)



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(b)(4)

(b)(3)(A)  
(i)&Title  
10 Sec  
130 (a)(b)

(b)(3)(A)  
(i)&Title  
10 Sec 130  
(a)(b)

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(b)(4)

(b)(3)(A)  
(i)&Title 10  
Sec 130 (a)  
(b)

Requirement Objective.

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(b)(4)

[Redacted]

[Redacted]

b)(3)(A)  
i)&Title 10 Sec  
30 (a)(b)

002757  
[Redacted]

(b)(4)

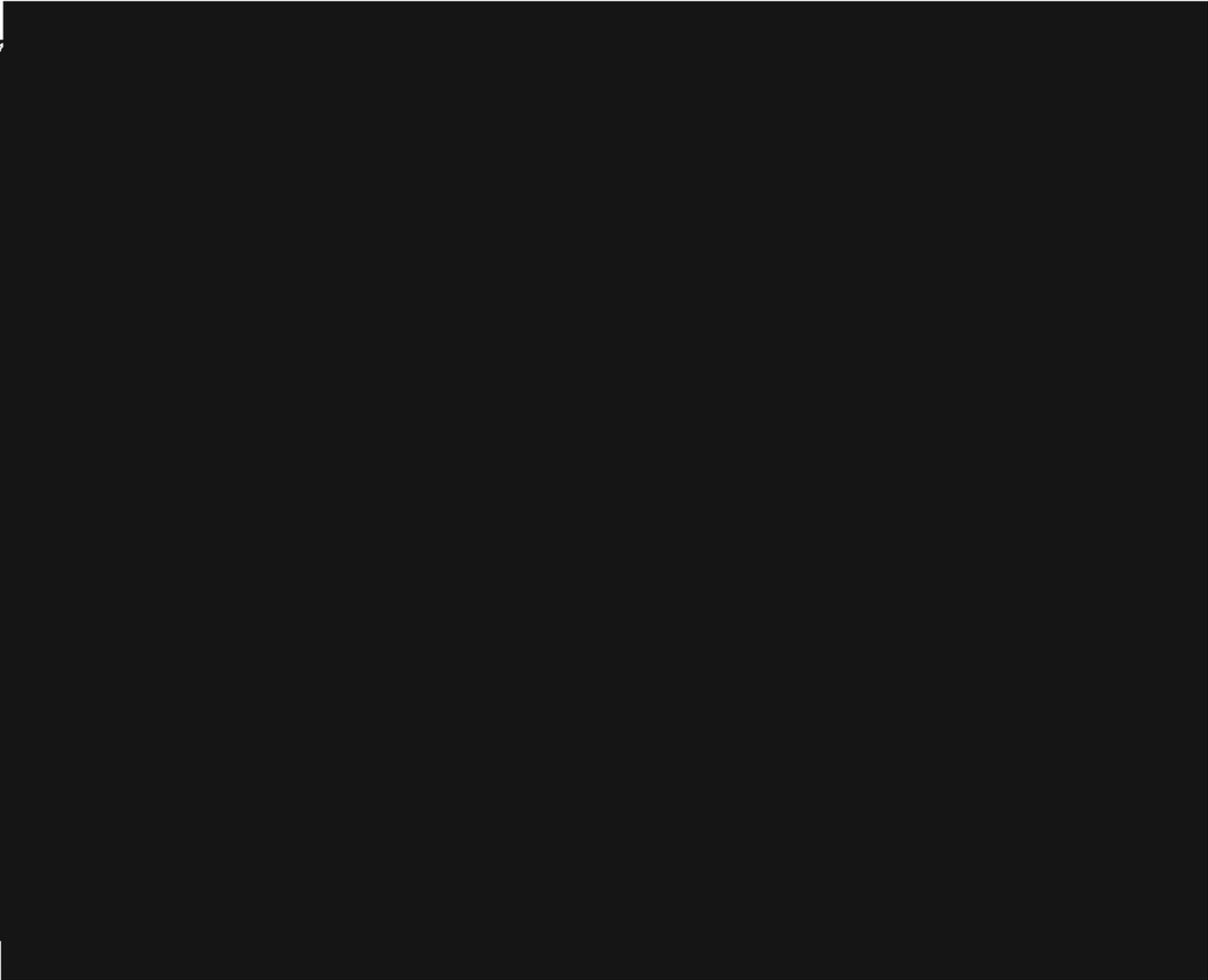
(b)(4)



(b)(4)

002758

(b)(4)



(b)(4)

002759

(b)(4)



(b)(3)(A)(i)&Title 10 Sec 130 (a)(b)

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(b)(4)

(b)(4)

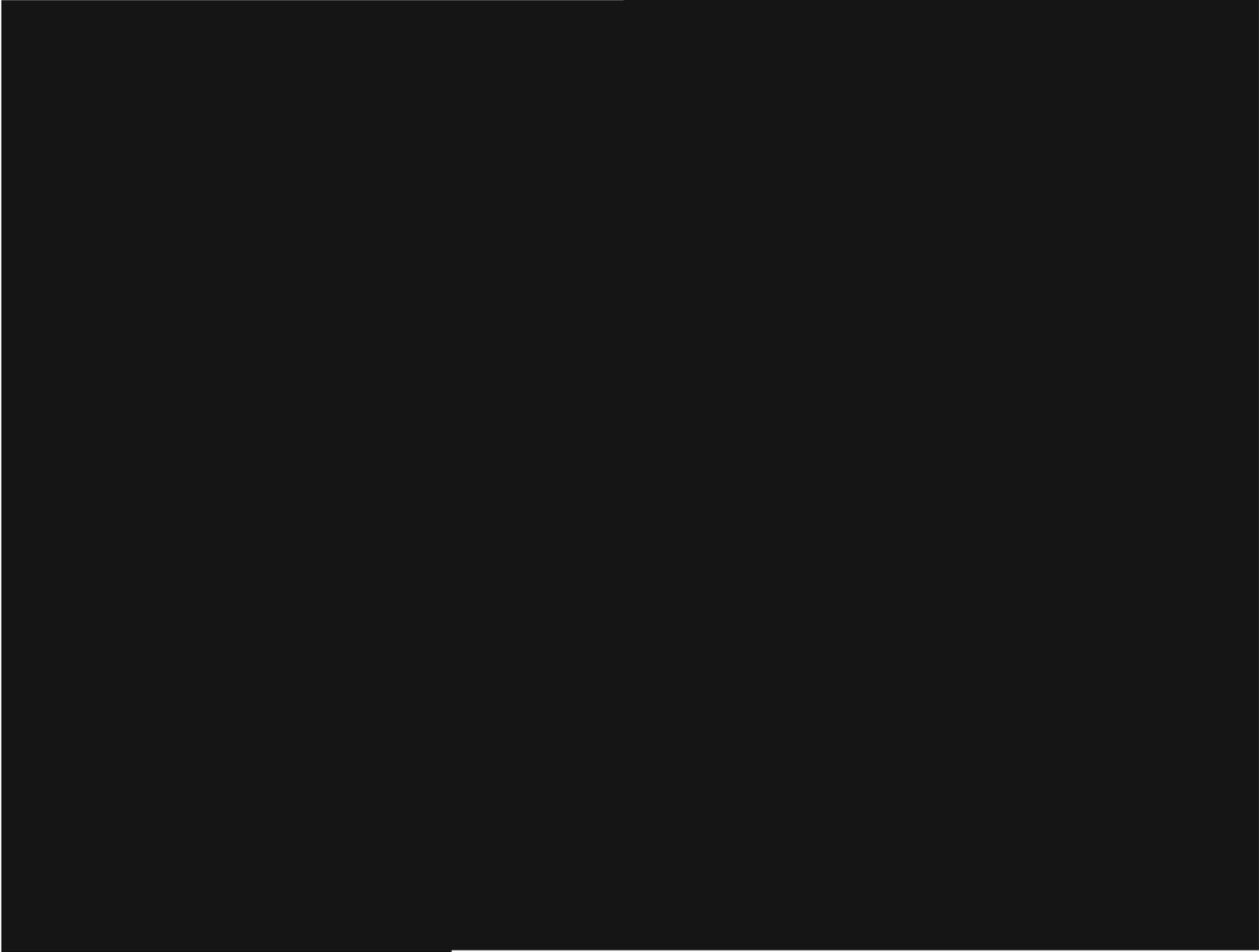


(b)(3)(A)(i)&Title 10 Sec 130 (a)(b)

002761

(b)(4)

(b)(4)



(b)(4)

002762

(b)(4)

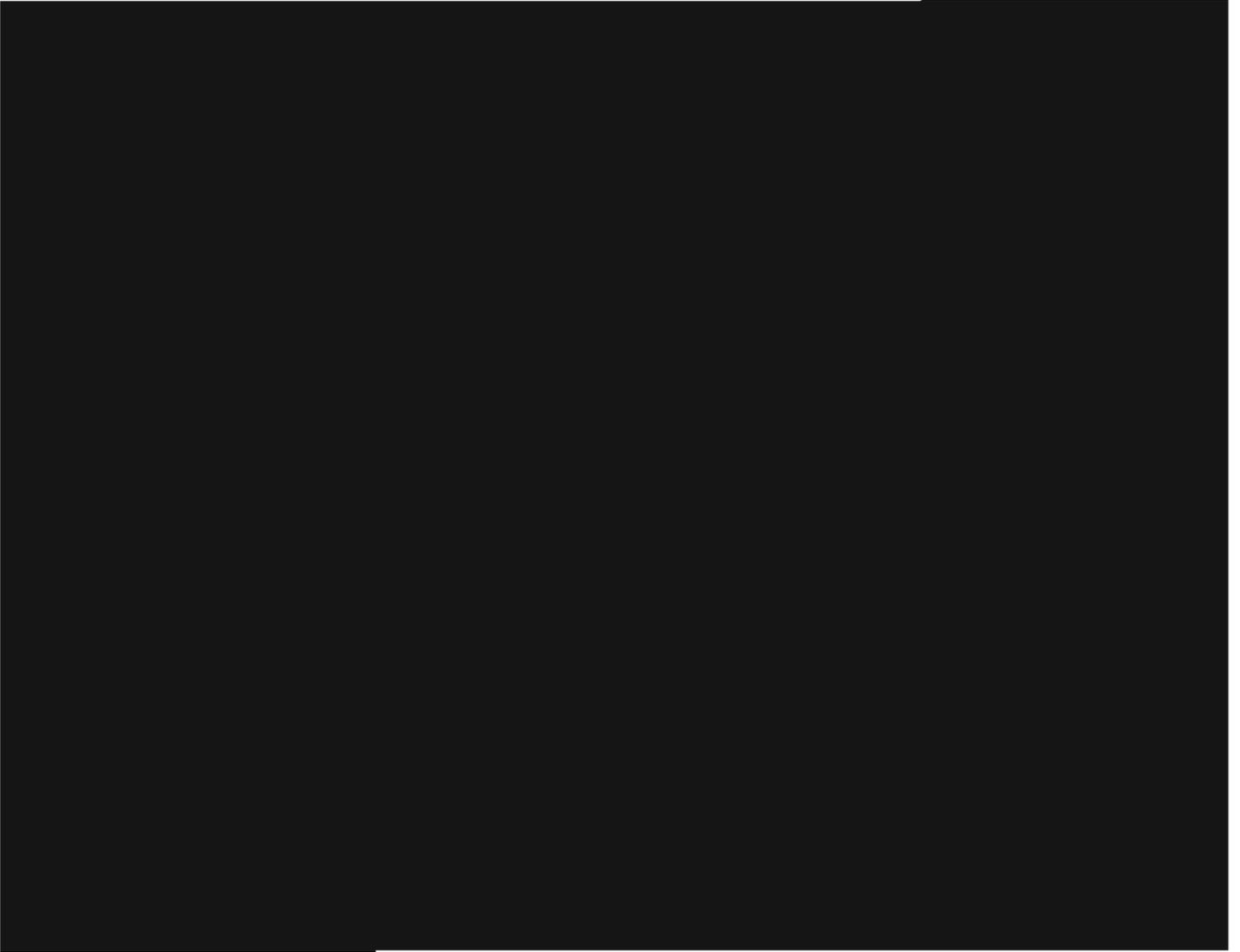


(b)(3)(A)(i)&Title 10 Sec 130 (a)(b)

(b)(4)

002763

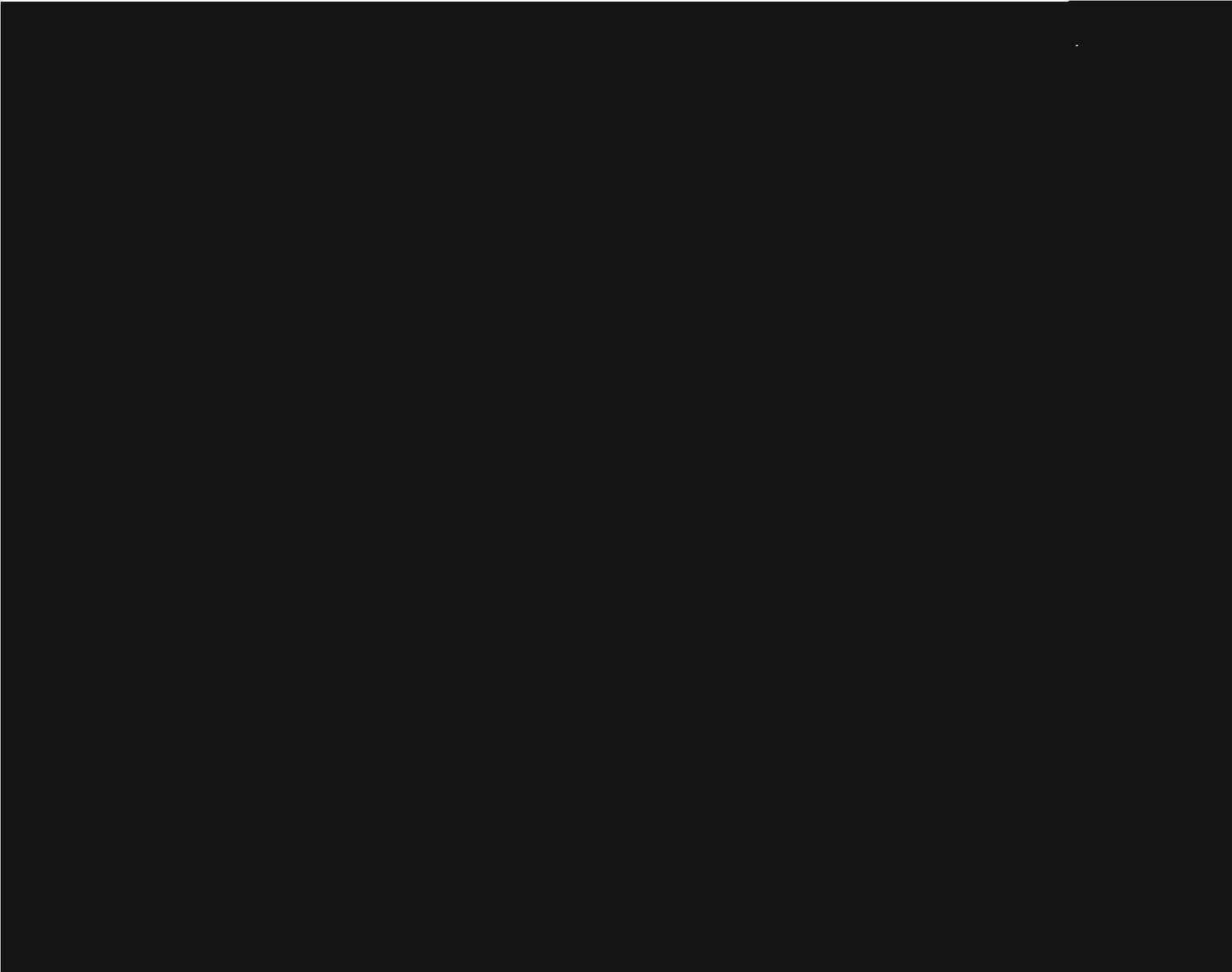
(b)(4)



(b)(4)

002764

(b)(4)



(b)(3)(A)(i)&Title 10 Sec 130 (a)(b)

(b)(4)

002765

(b)(4)



(b)(4)

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# Joint Land Attack Cruise Missile Defense Elevated Netted Sensor System (JLENS)

## SDD DD250 Plan

11 February 2013

Originator:  
Cruise Missile Defense Systems (CMDS) Project Office  
JLENS Product Office  
SFAE-MSLS-CMDS-JLN  
Bldg 5308 - Basement  
Redstone Arsenal, AL 35898-5000

R12-WD 020113

~~DISTRIBUTION STATEMENT F: Further dissemination only as directed by the CMDS Project Office, PEO Missiles and Space (PEO MS). ATTN: SFAE-MSLS-CMDS, Bldg 5308 - 2nd Floor, Redstone Arsenal, AL 35898-5000.~~

002767

## **1. Overview and Scope**

The purpose of this plan is to document the agreements associated with the acceptance and delivery, via DD250, one each for Orbit 1 and Orbit 2, of JLENS System Development and Demonstration (SDD) Prime Items (tactical equipment) under SLIN 0017AA. The Prime Contracting Officer (PCO) or their delegate has the authority to sign DD250(s) for the government. A list of ancillary equipment including spares will accompany the DD250.

The execution of these DD250s will not relieve Raytheon of its obligation to meet the JLENS System Key Performance Parameters (KPPs) per Table 1. Ongoing testing, verification documentation, configuration management, change control, and Failure Reporting and Corrective Action (FRACA) efforts for tactical hardware, software, and support equipment for both orbits will continue until completion of the SDD contract. If there is a conflict between this plan and any contractual agreement / requirement (performance specification, statement of work, Federal Acquisition Regulation (FAR)), the contractual agreement / requirement will supersede this plan. Mutually agreed to "Non-conformances, waivers, and deviations to be accepted by the JPO shall be included in the supporting documentation attached to the DD250(s). Non-conformances, waivers, and deviations must be dispositioned by Raytheon and approved by the JPO prior to the signing of the DD250(s)."

Raytheon shall present Item Unique Identification (IUID) information from the IUID data base prior to the signing of the DD250(s).

It is understood that the SDD hardware has been in use in the field and is not in factory floor condition. Normal wear and tear for the amount of time the hardware has been in use will be taken into consideration during physical inspections and dispositions to accomplish the signing of the DD250(s). The condition of the hardware will be documented and dispositioned accordingly. A 100% inventory will be performed on a mutually agreed to inventory list of items to be inspected which will be developed by Raytheon and will serve as the depth to which the used system will be inspected. The extent of the inspection will be to the MEI level only to the extent to what can be inspected without disassembly.

## **2. Readiness for DD250**

Readiness for DD250 will be determined based on the following:

Functionality: JLENS Orbits will be functional and capable of meeting JLENS KPPs.

Functional Condition: An FCA will be performed prior to DD250 which will verify requirements that have sufficient supporting data at that time. At the time of presentation of the Orbits by Raytheon to JPO for DD250, all critical non-conformances will be closed and mutually agreed to major non-conformances will have a resolution, be in a corrective cycle, or closed prior to the signing of the DD250.

Configuration: JLENS Orbit will be compliant to the TDP, incorporating jointly (Raytheon and JPO) agreed non-conformances and waivers.

Physical Condition: A joint (Raytheon and JPO) walkthrough inspection of each Orbit or its Major End Items will be performed prior to DD250. Non-conformances will be documented and jointly dispositioned as either Critical, Major, or minor as defined below.

Nonconformance Type:

Minor Nonconformance - A nonconformance that is not likely to materially reduce the usability of the supplies or services for their intended purpose, or is a departure from established standard having little bearing on the effective use or operation of the supplies or services.

Major Nonconformance ~ A nonconformance, other than critical, that is likely to result in failure of the supplies or services, or to materially reduce the usability of the supplies or services for their intended purpose.

Critical Nonconformance –A nonconformance that is likely to result in hazardous or unsafe conditions for individuals using, maintaining or depending upon the supplies or services or is likely to prevent performance of a vital agency mission.

At the time of presentation of the tactical equipment to JPO by Raytheon for DD250, documented critical non-conformances will have been corrected by Raytheon. Other non-conformances will be categorized and dispositioned as either Major or Minor non-conformances. Dispositions requiring repair, rework, reconditioning or other such efforts will have been performed by Raytheon only as directed by JPO, and with mutually agreed cost and schedule considerations. For repairs Standard Repair Procedures (SRP) approved for JLENS and approved through an MRB for use at the locations where rework will be performed, by Raytheon approved personnel, will be used to correct non-conformances. Non-conformances which are dispositioned “use as is” will have a deviation or waiver allowing such condition.

Major non-conformances with agreed to paths forward or minor non-conformances will not serve as reason for either Raytheon or the government to not execute the signing of the DD250(s).

### 3. Orbit Configuration

The DD250 of Orbit #1 and Orbit #2 will consist of a Surveillance System (SuS) and a Fire Control System (FCS) for both Orbits.. The Orbit hardware will ship in place at the location that the hardware resides at the time of DD250.

#### 3.1 Orbit 2 Tactical Equipment

JLENS Orbit 2 tactical equipment is currently distributed in multiple locations to address the needs of the SDD Test Program. To support DD250 acceptance of this tactical equipment, a limited functional baseline check of selected items will take place. Particular emphasis is placed

on verifying the tactical equipment that has undergone T&M testing at APG is functional and contains no critical non-conformances.

Note that the limited functional baseline check applies to selected ground items only. The functional baseline check on Orbit 2 will be performed on a mutually agreed to list of items which will be developed by Raytheon and will serve as the list of tactical equipment which will undergo inspection.

It is recognized the tactical equipment comprising Orbit 2 may physically be located in various locations at the time of DD250. Specifically, some Orbit 2 equipment may be being actively utilized in support of SDD program schedule objectives, while some Orbit 2 equipment may be idle or in storage. However, it is expected that DD250 of Orbit #2 does not require the complete orbit to be physically present or assembled at a single specific location.

Table 1. Key Performance Parameters (KPP):	
KPP	Threshold Requirements
[REDACTED]	[REDACTED]

(b)(3)(A)  
(i)&Title  
10 Sec  
130 (a)(b)

(b)(3)(A)  
(i)&Title  
10 Sec  
130 (a)(b)

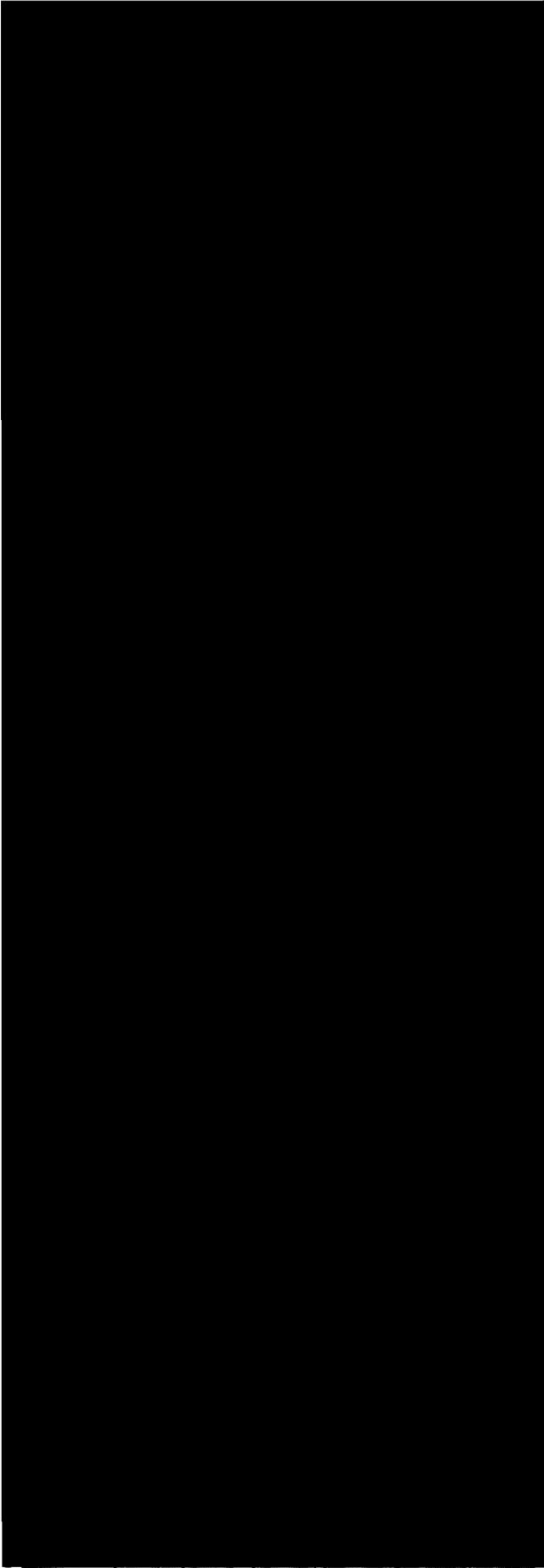
002770

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002771

**JLENS - structure  
Contractor Furnished Equipment List**



**(b)(3)(A)(i)&Title 10 Sec  
130 (a)(b)**

**(b)(3)(A)(i)&Title 10  
Sec 130 (a)(b)**

**(b)(3)(A)(i)&Title 10  
Sec 130 (a)(b)**

002772

(b)(4)

(b)(3)(A)  
(i)&Title  
10 Sec  
130 (a)  
(b)

JLENS  
Structure  
Government Furnished Equipment List

(b)(3)  
(A)  
(i)&Title  
10 Sec  
130 (a)  
(b)

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0147  
0147

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE V	PAGE OF PAGES 1   10
2. AMENDMENT/MODIFICATION NO P00265	3. EFFECTIVE DATE 28-Mar-2013	4. REQUISITION/PURCHASE RFQ. NO. SEE SCHEDULE		5. PROJECT NO. (If applicable)
6. ISSUED BY USASMD/ARSTRAT SMDC-RDC PO BOX 1500 HUNTSVILLE AL 35807-3801	CODE W9113M	7. ADMINISTERED BY (If other than item 6) DCMA RAYTHEON 50 APPLE HILL DRIVE M/S T2FR2 TEWKSBURY MA 01876		CODE S2205A
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) RAYTHEON COMPANY 350 LOWELL ST. ANDOVER MA 01810-4400			9A. AMENDMENT OF SOLICITATION NO.	
			9B. DATED (SEE ITEM 11)	
			X	10A. MOD. OF CONTRACT/ORDER NO. DASG60-98-C-0001
			X	10B. DATED (SEE ITEM 13) 30-Jan-1998
CODE 05716			FACILITY CODE	
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.				
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule				
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.				
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.				
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).				
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:				
X D. OTHER (Specify type of modification and authority) UNILATERAL, FAR 52.232-22 LIMITATION OF FUNDS				
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.				
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: [REDACTED] See Continuation Page				
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.				
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
[REDACTED]			[REDACTED]	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA		16C. DATE SIGNED
[REDACTED]	[REDACTED]	[REDACTED]		28-Mar-2013
(Signature of person authorized to sign)			(Signature of Contracting Officer)	

EXCEPTION TO SF 30  
APPROVED BY OIRM 11-84

30-105-04

STANDARD FORM 30 (Rev. 10-83)  
Prescribed by GSA  
FAR (48 CFR) 53.243

002774

(b)(6)

(b)(6)  
(b)(6)

(b)(6)

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

The following items are applicable to this modification:

**SUMMARY OF CHANGES**

SECTION A - SOLICITATION/CONTRACT FORM

The following have been added by full text:

PURPOSE

MOD00265 SECTION SF 30 BLOCK 14 CONTINUATION PAGE

**SUMMARY OF CHANGES**

1. SECTION B - SUPPLIES OR SERVICES AND PRICES

CLIN 0030

The total cost of this line item has increased by \$22,034,271.00 from \$159,795,358.00 to \$181,829,629.00.\*

\* As stated in Modification P00251, CLIN 0030 has been established for the sole purpose of obligating GFEBs funding for performance of SubCLIN 0017AA. The value of CLIN 0030 equates to the amount of GFEBs funding obligated for performance of SubCLIN 0017AA and should not be considered additional contract value. Informational SubCLINs under CLIN 0030 will be established each time additional GFEBs funding is obligated. CLIN 0030 and its SubCLINs will not be segregated from SubCLIN 0017AA, identified, accounted for, invoiced, analyzed, or reported separately from SubCLIN 0017, including EVMS. All scope remains under SubCLIN 0017AA with associated incentive events and flat zones.

SUBCLIN 003010 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
003010	GFEBs Funding for SubCLIN 0017AA CPIF FOB: Destination PURCHASE REQUEST NUMBER: 0010303589-001				
	ACRN MZ CIN: GFEBs001030358900002				\$22,034,271.00

2. SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

002775

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by \$22,034,271.00 from \$1,984,219,224.00 to \$2,006,253,495.00.

SUBCLIN 003010:

Funding on SUBCLIN 003010 is initiated as follows:

ACRN: MZ

CIN: GFEB5001030358900002

Acctng Data: 02120132014204000001171722550030003242A.0009263.1.1 6100.9000021001

Increase: \$22,034,271.00

Total: \$22,034,271.00

Cost Code: A5XFJ

Target Cost, Target Fee, and total for the above increase of \$22,034,271 is distributed as follows and includes an increase in target cost of [REDACTED] (\$ [REDACTED] of cost and [REDACTED] of facilities capital cost of money) and an increase in target fee of [REDACTED]

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

Target Cost	[REDACTED]
Target Fee	[REDACTED]
Total	[REDACTED]

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

IMPLEMENTATION OF AND EXPLANATION OF THE RELATIONSHIP OF THE LIMITATION OF FUNDS (LOF) CLAUSE TO FEE OBLIGATIONS, subparagraph c., is revised to read as follows:

SUBCLIN 0017AA :

	<u>PRIOR</u>	<u>THIS MODIFICATION</u>	<u>CUMULATIVE TOTAL*</u>
(1) Amount Required for Full Funding, Including Fee:	\$1,776,902,132	\$ 0	\$ 1,776,902,132
(2) Amount Allotted Under the LOF Clause for Payment of Costs:	[REDACTED]		\$1,649,117,429.25
(3) Amount Separately Obligated for Payment of Fee:	\$ [REDACTED]		\$ 123,933,375.41
(4) Total Amount Allotted and Obligated:	\$1,751,016,533.66	\$22,034,271	\$1,773,050,804.66
(5) Net Amount Required for Full Funding	\$ 25,885,598.34	(\$22,034,271)	\$ 3,851,327.34

(b)(4)

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

\* These figures take into consideration the negotiated total value of SubCLIN 0017AA (This does not include SubCLIN 17AH)

3. The following is an update to Modification P00262 showing a summary of funding by ACRN through Modification P00265:

ACRN      FUNDING

002776

AA	440,100.00
AB	2,298,235.00
AC	17,832,987.00
AD	0.00
AE	7,500,000.00
AF	3,300,000.00
AG	17,192,400.00
AH	700,000.00
AJ	200,000.00
AK	85,000.00
AL	45,000.00
AM	17,045,000.00
AN	5,800.00
AP	20,779,000.00
AQ	105,000.00
AR	35,000.00
AS	0.00
AT	6,984,678.52
AU	7,970,000.00
AV	0.00
AW	100,000.00
AX	3,396,000.00
AY	550,000.00
AZ	19,412,000.00
BA	24,527,878.00
BB	146,000.00
BC	72,000.00
BD	85,000.00
BE	100,000.00
BF	100,000.00
BG	1,975,321.00
BH	38,018,908.00
BJ	7,896,673.34
BK	260,000.00
BL	0.00
BM	125,000.00
BN	103,000.00
BP	10,199,288.50
BU	350,000.00
BV	9,000.00
BW	84,896,852.00
BX	1,146,000.00
BY	3,880,000.00
BZ	190,000.00
KL	118,250.00
KM	192,793,000.00
KN	0.00
KQ	92,811.00
KR	0.00

002777

KS	0.00
KT	386,377,998.00
KU	2,203,183.00
KV	65,000.00
KW	20,000.00
KX	60,000.00
KY	25,000.00
KZ	25,000.00
LA	13,508.00
LB	12,500.00
LC	200,000.00
LD	7,943,648.00
LE	1,173,850.00
LF	10,000.00
LG	62,000.00
LH	400,000.00
LJ	7,476.00
LK	\$281,575,897.00
LL	\$173,798.00
LM	\$1,410,376.00
LN	\$630,061.00
LP	\$83,200.00
LQ	\$235,566.00
LR	\$125,000.00
LS	\$6,069,616.00
LT	\$530,377.00
LU	\$9,100,000.00
LV	\$1,957,265.00
LW	\$255,567.00
LX	\$68,000.00
LY	\$264,807,424.52
LZ	\$1,751,384.00
MA	\$2,982,442.00
MB	\$375,000.00
MC	\$2,283,481.00
MD	\$8,573.00
ME	\$0.00
MF	\$270,907,822.39
MG	\$6,262,095.00
MH	\$213,390.00
MJ	\$858,495.00
MK	\$56,076.00
ML	\$116,044.00
MM	\$1,618,600.00
MN	\$2,573,000.00
MP	\$250,000.00
MQ	\$691,421.00
MR	\$0.00
MS	\$700,000.00
MT	\$16,289,524.00

002778

MU	\$7,864,499.00
MV	\$39,921,199.75
MW	\$10,000,000.00
MX	\$138,795,358.00
MY	\$18,327.00
<b>MZ</b>	<b>\$43,034,271.00</b>

4. The following is an update to Modification P00262 showing a summary of funding by CLIN by ACRN through Modification P00265:

<u>CLIN</u>	<u>ACRN</u>	<u>FUNDING AMT</u>	<u>CLIN TOTAL</u>
CLIN 0001	AA	440,100.00	
CLIN 0001	AD	0.00	
			<u>440,100.00</u>
CLIN 0003	AB	2,298,235.00	
CLIN 0003	AC	17,832,987.00	
CLIN 0003	AD	0.00	
CLIN 0003	AE	7,500,000.00	
CLIN 0003	AF	3,300,000.00	
CLIN 0003	AG	17,192,400.00	
CLIN 0003	AH	700,000.00	
CLIN 0003	AM	17,045,000.00	
CLIN 0003	AN	5,800.00	
CLIN 0003	AP	20,779,000.00	
CLIN 0003	AS	0.00	
CLIN 0003	AT	6,984,678.52	
CLIN 0003	AW	100,000.00	
CLIN 0003	AY	550,000.00	
			<u>94,288,100.52</u>
CLIN 0005	BA	24,527,878.00	
CLIN 0005	BB	146,000.00	
CLIN 0005	BC	72,000.00	
CLIN 0005	BD	85,000.00	
CLIN 0005	BE	100,000.00	
CLIN 0005	BF	100,000.00	
CLIN 0005	BG	1,975,321.00	
CLIN 0005	BH	38,018,908.00	
CLIN 0005	BL	0.00	
CLIN 0005	BZ	0.00	
			<u>65,025,107.00</u>
CLIN 0007AA	BP	10,199,288.50	
			<u>10,199,288.50</u>

002779

CLIN 0009AA	AQ	45,106.00	
CLIN 0009AA	AV	0.00	
CLIN 0009AA	BK	256,545.00	
CLIN 0009AA	BM	125,000.00	
CLIN 0009AA	BN	21,315.00	
			<u>447,966.00</u>
CLIN 0009AB	AJ	200,000.00	
CLIN 0009AB	AK	85,000.00	
CLIN 0009AB	AL	45,000.00	
CLIN 0009AB	AQ	59,894.00	
CLIN 0009AB	AR	35,000.00	
CLIN 0009AB	BK	3,455.00	
CLIN 0009AB	BN	81,685.00	
CLIN 0009AB	BU	350,000.00	
CLIN 0009AB	BV	9,000.00	
			<u>869,034.00</u>
CLIN 0013	AU	7,970,000.00	
CLIN 0013	AX	3,396,000.00	
CLIN 0013	AY	0.00	
CLIN 0013	AZ	19,412,000.00	
CLIN 0013	BJ	7,896,673.34	
			<u>38,674,673.34</u>
CLIN 0017	BW	0.00	
CLIN 0017	KM	0.00	
			<u>0.00</u>
CLIN 0017AA	BY	3,880,000.00	
CLIN 0017AA	BX	1,146,000.00	
CLIN 0017AA	BW	84,896,852.00	
CLIN 0017AA	BZ	0.00	
CLIN 0017AA	KM	192,793,000.00	
CLIN 0017AA	KN	0.00	
CLIN 0017AA	KQ	66,151.00	
CLIN 0017AA	KS	0.00	
CLIN 0017AA	KT	386,204,200.00	
CLIN 0017AA	KU	2,203,183.00	
CLIN 0017AA	KY	0.00	
CLIN 0017AA	LC	200,000.00	
CLIN 0017AA	LD	7,943,648.00	
CLIN 0017AA	LE	0.00	
CLIN 0017AA	LH	400,000.00	
CLIN 0017AA	LJ	7,476.00	
CLIN 0017AA	LK	281,575,897.00	
CLIN 0017AA	LQ	235,566.00	
CLIN 0017AA	LS	6,069,616.00	

002780

CLIN 0017AA	LT	530,377.00	
CLIN 0017AA	LU	\$9,100,000.00	
CLIN 0017AA	LV	\$1,957,265.00	
CLIN 0017AA	LW	\$255,567.00	
CLIN 0017AA	LX	\$68,000.00	
CLIN 0017AA	LY	\$264,807,424.52	
CLIN 0017AA	MB	\$375,000.00	
CLIN 0017AA	MC	\$2,283,481.00	
CLIN 0017AA	MD	\$8,573.00	
CLIN 0017AA	ME	\$0.00	
CLIN 0017AA	MF	\$270,907,822.39	
CLIN 0017AA	MH	\$213,390.00	
CLIN 0017AA	MJ	\$858,495.00	
CLIN 0017AA	MK	\$56,076.00	
CLIN 0017AA	ML	\$116,044.00	
CLIN 0017AA	MM	\$1,618,600.00	
CLIN 0017AA	MN	\$2,573,000.00	
CLIN 0017AA	MP	\$250,000.00	
CLIN 0017AA	MQ	\$691,421.00	
CLIN 0017AA	MR	\$0.00	
CLIN 0017AA	MS	\$700,000.00	
CLIN 0017AA	MT	\$16,289,524.00	
CLIN 0017AA	MV	\$39,921,199.75	
CLIN 0017AA	MW	\$10,000,000.00	
CLIN 0017AA	MX	\$138,795,358.00	
CLIN 0017AA	MY	\$18,327.00	
CLIN 0017AA	MZ	<b>\$43,034,271.00</b>	
			<b>1,773,050,804.66</b>
CLIN 0017AB	KL	118,250.00	118,250.00
CLIN 0017AC	BZ	190,000.00	190,000.00
CLIN 0017AD	KN	0.00	
CLIN 0017AD	KS	0.00	0.00
CLIN 0017AE	LL	173,798.00	173,798.00

002781

CLIN 0017AH	KT	173,798.00	<u>173,798.00</u>
CLIN 0020AA	KN	0.00	
CLIN 0020AA	KQ	26,660.00	<u>26,660.00</u>
CLIN 0021AA	KW	0.00	<u>0.00</u>
CLIN 0021AB	KV	0.00	
CLIN 0021AB	LB	0.00	
CLIN 0021AB	KX	0.00	
CLIN 0021AB	KY	0.00	<u>0.00</u>
CLIN 0021AC	KZ	0.00	
CLIN 0021AC	LA	0.00	<u>0.00</u>
CLIN 0022	KW	0.00	<u>0.00</u>
CLIN 0023	KX	60,000.00	
CLIN 0023	KY	25,000.00	
CLIN 0023	KV	65,000.00	
CLIN 0023	LB	12,500.00	
CLIN 0023	LF	10,000.00	
CLIN 0023	LR	\$125,000.00	<u>297,500.00</u>
CLIN 0024	LA	13,508.00	
CLIN 0024	LG	62,000.00	
CLIN 0024	KZ	25,000.00	
CLIN 0024	KW	20,000.00	
CLIN 0024	LP	83,200.00	<u>203,708.00</u>
CLIN 0025	LE	1,173,850.00	
CLIN 0025	LM	1,080,404.00	
CLIN 0025	MA	0.00	<u>2,254,254.00</u>
CLIN 0026	LN	630,061.00	

002782

			630,061.00
CLIN 0027	LZ	1,751,384.00	
			1,751,384.00
CLIN 0028	LM	329,972.00	
CLIN 0028	MA	2,982,442.00	
CLIN 0028	MG	6,262,095.00	
CLIN 0028	MU	\$7,864,499	
			17,439,008.00
CLIN 003001*	MX	\$52,974,283.00	
CLIN003002*	MX	\$719,132.00	
CLIN 000303*	MX	\$5,747.00	
CLIN 000304*	MX	\$16,000,000.00	
CLIN 000305*	MX	\$16,000,000.00	
CLIN 003006*	MX	\$38,000,000.00	
CLIN 003007*	MX	\$1,096,196.00	
CLIN 003008*	MX	\$14,000,000.00	
CLIN 003009*	MZ	\$21,000,000.00	
CLIN 003010*	MZ	\$22,034,271.00	
			181,829,629.00

\* CLIN 0030 has been established for the sole purpose of obligating GFEBS funding for performance of SubCLIN 0017AA. Informational SubCLINs under CLIN 0030 will be established each time additional GFEBS funding is obligated. For purposes of this funding update, funding obligated under CLIN 0030 will also be reflected under SubCLIN 0017AA and should not be counted twice with regards to the total contract funding obligated.

(End of Summary of Changes)

002783

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

1 CONTRACT ID CODE  
V

PAGE OF PAGES  
1 | 10

2. AMENDMENT/MODIFICATION NO  
**P00266**

3. EFFECTIVE DATE  
14-May-2013

4. REQUISITION/PURCHASE REQ. NO.  
SEE SCHEDULE

5. PROJECT NO (if applicable)

6 ISSUED BY CODE  
USASMD/JAR/STRAT  
SMDC-RDC  
PO BOX 1600  
HUNTSVILLE AL 35807-3801

7. ADMINISTERED BY (If other than item 6) CODE  
DCMA RAYTHEON  
50 APPLE HILL DRIVE  
M/S T3FR2  
TEWKSBURY MA 01878

8 NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)  
RAYTHEON COMPANY  
350 LOWELL ST  
ANDOVER MA 01810-4400

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

X 10A. MOD. OF CONTRACT/ORDER NO  
DASG60-98-C-0001

X 10B. DATED (SEE ITEM 13)  
30-Jan-1998

CODE 05716 FACILITY CODE

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offer  is extended.  is not extended.

Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:  
(a) By completing items 8 and 11, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted, or (c) By separate letter or telegram which includes reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)  
See Schedule

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS.  
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF \_\_\_\_\_.

X D. OTHER (Specify type of modification and authority)  
FAR 52.232-22, Limitation of Funds

E. IMPORTANT: Contractor  is not,  is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
Modification Control Number: [REDACTED]  
See Continuation Page

(b)(6)

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

15A. NAME AND ADDRESS OF CONTRACTOR (If other than item 8) [REDACTED]

15B. DATE SIGNED [REDACTED]

15C. DATE SIGNED  
14 May 2013

15D. BY [REDACTED]  
(Signature of Contracting Officer)

16C. DATE SIGNED  
15 MAY 2013

(b)(6)  
(b)(6)

(b)(6)

002784

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

The following items are applicable to this modification:

SUMMARY OF CHANGES

SECTION A - SOLICITATION/CONTRACT FORM

The following have been added by full text:

PURPOSE

MOD00266 SECTION SF 30 BLOCK 14 CONTINUATION PAGE

NOTE:

- A. This modification deobligates \$1,568,085.00 from CLIN 0028, NIFC-CA. This in no way closes out this CLIN which will be done at contract close-out after final audit of all actuals will then determine whether this CLIN is in an under-run or over-run situation. If an under-run situation is determined by audit of actuals the fee will be adjusted at contract close out.
- B. This modification also provides administrative change of Contracting officer and Administrative Contracting officer as indicated in section G of this modification.

SUMMARY OF CHANGES

1. SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was decreased by \$1,568,085.00 from \$2,006,253,495.02 to \$2,004,685,410.02.

SUBCLIN 002804:

Funding on SUBCLIN 002804 is initiated as follows:

ACRN: MU

CIN: 00000000000000000000000000000000

Acctng Data: 21 2 2040 5L 5L68 P172419E555L 255Y 4M2J712500 S01021 4M2J712500/24MJLE/4M5

Decrease: \$1,568,085.00

Total: (\$1,568,085.00)

Target Cost, Target Fee, and Total for the above decrease of \$1,568,085 is distributed as follows and includes a decrease in target cost of [REDACTED] f cost and [REDACTED] facilities capital cost of money).

Target Cost	[REDACTED]
Target Fee	[REDACTED]

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

002785

Total (\$1,568,085)

CLIN 0028 :	<u>PRIOR</u>	<u>THIS MODIFICATION</u>	<u>CUMULATIVE TOTAL</u>	
Amount Required for Full Funding, Including				
(1) Fee:	██████████	██████████	██████████	(b)(4)
Amount Allotted Under the LOF Clause for				
(2) Payment of Costs:	██████████	██████████	██████████	(b)(4)
Amount Separately Obligated for Payment of				
(3) Fee:	██████████	██████████	██████████	(b)(4)
(4) Total Amount Allotted and Obligated:	\$17,439,008	(\$1,568,085)	\$15,870,923	
(5) Net Amount Required for Full Funding	\$ 0	\$ 1,568,085	\$ 1,568,085	

2. The following is an update to Modification P00265 showing a summary of funding by ACRN through Modification P00266:

<u>ACRN</u>	<u>FUNDING</u>
AA	440,100.00
AB	2,298,235.00
AC	17,832,987.00
AD	0.00
AE	7,500,000.00
AF	3,300,000.00
AG	17,192,400.00
AH	700,000.00
AJ	200,000.00
AK	85,000.00
AL	45,000.00
AM	17,045,000.00
AN	5,800.00
AP	20,779,000.00
AQ	105,000.00
AR	35,000.00
AS	0.00
AT	6,984,678.52
AU	7,970,000.00
AV	0.00
AW	100,000.00
AX	3,396,000.00
AY	550,000.00
AZ	19,412,000.00
BA	24,527,878.00
BB	146,000.00
BC	72,000.00

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BD	85,000.00
BE	100,000.00
BF	100,000.00
BG	1,975,321.00
BH	38,018,908.00
BJ	7,896,673.34
BK	260,000.00
BL	0.00
BM	125,000.00
BN	103,000.00
BP	10,199,288.50
BU	350,000.00
BV	9,000.00
BW	84,896,852.00
BX	1,146,000.00
BY	3,880,000.00
BZ	190,000.00
KL	118,250.00
KM	192,793,000.00
KN	0.00
KQ	92,811.00
KR	0.00
KS	0.00
KT	386,377,998.00
KU	2,203,183.00
KV	65,000.00
KW	20,000.00
KX	60,000.00
KY	25,000.00
KZ	25,000.00
LA	13,508.00
LB	12,500.00
LC	200,000.00
LD	7,943,648.00
LE	1,173,850.00
LF	10,000.00
LG	62,000.00
LH	400,000.00
LJ	7,476.00
LK	\$281,575,897.00
LL	\$173,798.00
LM	\$1,410,376.00
LN	\$630,061.00
LP	\$83,200.00
LQ	\$235,566.00
LR	\$125,000.00
LS	\$6,069,616.00
LT	\$530,377.00
LU	\$9,100,000.00
LV	\$1,957,265.00

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LW	\$255,567.00
LX	\$68,000.00
LY	\$264,807,424.52
LZ	\$1,751,384.00
MA	\$2,982,442.00
MB	\$375,000.00
MC	\$2,283,481.00
MD	\$8,573.00
ME	\$0.00
MF	\$270,907,822.39
MG	\$6,262,095.00
MH	\$213,390.00
MJ	\$858,495.00
MK	\$56,076.00
ML	\$116,044.00
MM	\$1,618,600.00
MN	\$2,573,000.00
MP	\$250,000.00
MQ	\$691,421.00
MR	\$0.00
MS	\$700,000.00
MT	\$16,289,524.00
<b>MU</b>	<b>\$6,296,414.00</b>
MV	\$39,921,199.75
MW	\$10,000,000.00
MX	\$138,795,358.00
MY	\$18,327.00
MZ	\$43,034,271.00

3. The following is an update to Modification P00265 showing a summary of funding by CLIN by ACRN through Modification P00266:

<u>CLIN</u>	<u>ACRN</u>	<u>FUNDING AMT</u>	<u>CLIN TOTAL</u>
CLIN 0001	AA	440,100.00	
CLIN 0001	AD	0.00	
			440,100.00
CLIN 0003	AB	2,298,235.00	
CLIN 0003	AC	17,832,987.00	
CLIN 0003	AD	0.00	
CLIN 0003	AE	7,500,000.00	
CLIN 0003	AF	3,300,000.00	
CLIN 0003	AG	17,192,400.00	
CLIN 0003	AH	700,000.00	
CLIN 0003	AM	17,045,000.00	
CLIN 0003	AN	5,800.00	
CLIN 0003	AP	20,779,000.00	
CLIN 0003	AS	0.00	

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CLIN 0003	AT	6,984,678.52	
CLIN 0003	AW	100,000.00	
CLIN 0003	AY	550,000.00	
			<u>94,288,100.52</u>
CLIN 0005	BA	24,527,878.00	
CLIN 0005	BB	146,000.00	
CLIN 0005	BC	72,000.00	
CLIN 0005	BD	85,000.00	
CLIN 0005	BE	100,000.00	
CLIN 0005	BF	100,000.00	
CLIN 0005	BG	1,975,321.00	
CLIN 0005	BH	38,018,908.00	
CLIN 0005	BL	0.00	
CLIN 0005	BZ	0.00	
			<u>65,025,107.00</u>
CLIN 0007AA	BP	10,199,288.50	
			<u>10,199,288.50</u>
CLIN 0009AA	AQ	45,106.00	
CLIN 0009AA	AV	0.00	
CLIN 0009AA	BK	256,545.00	
CLIN 0009AA	BM	125,000.00	
CLIN 0009AA	BN	21,315.00	
			<u>447,966.00</u>
CLIN 0009AB	AJ	200,000.00	
CLIN 0009AB	AK	85,000.00	
CLIN 0009AB	AL	45,000.00	
CLIN 0009AB	AQ	59,894.00	
CLIN 0009AB	AR	35,000.00	
CLIN 0009AB	BK	3,455.00	
CLIN 0009AB	BN	81,685.00	
CLIN 0009AB	BU	350,000.00	
CLIN 0009AB	BV	9,000.00	
			<u>869,034.00</u>
CLIN 0013	AU	7,970,000.00	
CLIN 0013	AX	3,396,000.00	
CLIN 0013	AY	0.00	
CLIN 0013	AZ	19,412,000.00	
CLIN 0013	BJ	7,896,673.34	
			<u>38,674,673.34</u>
CLIN 0017	BW	0.00	
CLIN 0017	KM	0.00	

002789

		0.00
CLIN 0017AA	BY	3,880,000.00
CLIN 0017AA	BX	1,146,000.00
CLIN 0017AA	BW	84,896,852.00
CLIN 0017AA	BZ	0.00
CLIN 0017AA	KM	192,793,000.00
CLIN 0017AA	KN	0.00
CLIN 0017AA	KQ	66,151.00
CLIN 0017AA	KS	0.00
CLIN 0017AA	KT	386,204,200.00
CLIN 0017AA	KU	2,203,183.00
CLIN 0017AA	KY	0.00
CLIN 0017AA	LC	200,000.00
CLIN 0017AA	LD	7,943,648.00
CLIN 0017AA	LE	0.00
CLIN 0017AA	LH	400,000.00
CLIN 0017AA	LJ	7,476.00
CLIN 0017AA	LK	281,575,897.00
CLIN 0017AA	LQ	235,566.00
CLIN 0017AA	LS	6,069,616.00
CLIN 0017AA	LT	530,377.00
CLIN 0017AA	LU	\$9,100,000.00
CLIN 0017AA	LV	\$1,957,265.00
CLIN 0017AA	LW	\$255,567.00
CLIN 0017AA	LX	\$68,000.00
CLIN 0017AA	LY	\$264,807,424.52
CLIN 0017AA	MB	\$375,000.00
CLIN 0017AA	MC	\$2,283,481.00
CLIN 0017AA	MD	\$8,573.00
CLIN 0017AA	ME	\$0.00
CLIN 0017AA	MF	\$270,907,822.39
CLIN 0017AA	MH	\$213,390.00
CLIN 0017AA	MJ	\$858,495.00
CLIN 0017AA	MK	\$56,076.00
CLIN 0017AA	ML	\$116,044.00
CLIN 0017AA	MM	\$1,618,600.00
CLIN 0017AA	MN	\$2,573,000.00
CLIN 0017AA	MP	\$250,000.00
CLIN 0017AA	MQ	\$691,421.00
CLIN 0017AA	MR	\$0.00
CLIN 0017AA	MS	\$700,000.00
CLIN 0017AA	MT	\$16,289,524.00
CLIN 0017AA	MV	\$39,921,199.75

002790

CLIN 0017AA	MW	\$10,000,000.00	
CLIN 0017AA	MX	\$138,795,358.00	
CLIN 0017AA	MY	\$18,327.00	
CLIN 0017AA	MZ	\$43,034,271.00	
			<u>1,773,050,804.66</u>
CLIN 0017AB	KL	118,250.00	
			<u>118,250.00</u>
CLIN 0017AC	BZ	190,000.00	
			<u>190,000.00</u>
CLIN 0017AD	KN	0.00	
CLIN 0017AD	KS	0.00	
			<u>0.00</u>
CLIN 0017AE	LL	173,798.00	
			<u>173,798.00</u>
CLIN 0017AH	KT	173,798.00	
			<u>173,798.00</u>
CLIN 0020AA	KN	0.00	
CLIN 0020AA	KQ	26,660.00	
			<u>26,660.00</u>
CLIN 0021AA	KW	0.00	
			<u>0.00</u>
CLIN 0021AB	KV	0.00	
CLIN 0021AB	LB	0.00	
CLIN 0021AB	KX	0.00	
CLIN 0021AB	KY	0.00	
			<u>0.00</u>
CLIN 0021AC	KZ	0.00	
CLIN 0021AC	LA	0.00	
			<u>0.00</u>
CLIN 0022	KW	0.00	
			<u>0.00</u>
CLIN 0023	KX	60,000.00	

002791

CLIN 0023	KY	25,000.00	
CLIN 0023	KV	65,000.00	
CLIN 0023	LB	12,500.00	
CLIN 0023	LF	10,000.00	
CLIN 0023	LR	\$125,000.00	
			<u>297,500.00</u>
CLIN 0024	LA	13,508.00	
CLIN 0024	LG	62,000.00	
CLIN 0024	KZ	25,000.00	
CLIN 0024	KW	20,000.00	
CLIN 0024	LP	83,200.00	
			<u>203,708.00</u>
CLIN 0025	LE	1,173,850.00	
CLIN 0025	LM	1,080,404.00	
CLIN 0025	MA	0.00	
			<u>2,254,254.00</u>
CLIN 0026	LN	630,061.00	
			<u>630,061.00</u>
CLIN 0027	LZ	1,751,384.00	
			<u>1,751,384.00</u>
CLIN 0028	LM	329,972.00	
CLIN 0028	MA	2,982,442.00	
CLIN 0028	MG	6,262,095.00	
<b>CLIN 0028</b>	<b>MU</b>	<b>\$6,296,414.00</b>	
			<u><b>15,870,923.00</b></u>
CLIN 003001*	MX	\$52,974,283.00	
CLIN003002*	MX	\$719,132.00	
CLIN 000303*	MX	\$5,747.00	
CLIN 000304*	MX	\$16,000,000.00	
CLIN 000305*	MX	\$16,000,000.00	
CLIN 003006*	MX	\$38,000,000.00	
CLIN 003007*	MX	\$1,096,196.00	
CLIN 003008*	MX	\$14,000,000.00	
CLIN 003009*	MZ	\$21,000,000.00	
CLIN 003010*	MZ	\$22,034,271.00	
			<u>181,861,544.00</u>

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CONTRACTING ACTIVITY REPRESENTATIVES:

NAME:	[REDACTED]	[REDACTED]
ORGANIZATION CODE:	[REDACTED]	[REDACTED]
TELEPHONE NUMBERS: COMMERCIAL:	[REDACTED]	[REDACTED]
DEFENSE SWITCHED NETWORK (DSN):	[REDACTED]	[REDACTED]
EMAIL:	[REDACTED]	[REDACTED]

(b)(6)  
(b)(6)  
(b)(6)  
(b)(6)  
(b)(6)

\* CLIN 0030 has been established for the sole purpose of obligating GFEBS funding for performance of SubCLIN 0017AA. Informational SubCLINs under CLIN 0030 will be established each time additional GFEBS funding is obligated. For purposes of this funding update, funding obligated under CLIN 0030 will also be reflected under SubCLIN 0017AA and should not be counted twice with regards to the total contract funding obligated.

(End of Summary of Changes)

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AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				I. CONTRACT ID CODE	PAGE OF PAGES	
				V	1	2
2. AMENDMENT/MODIFICATION NO. J0267		3. EFFECTIVE DATE 24-Jun-2013	4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE		5. PROJECT NO. (If applicable)	
6. ISSUED BY USASMDC/ARSTRAT ACC-RSA, SMD-C-CAMO CCAM-CAB-B PO BOX 1500 HUNTSVILLE AL 35807-3801		CODE WB113M	7. ADMINISTERED BY (If other than item 6) DCM RAYTHEON 2 WAYSIDE AVE BURLINGTON MA 01803-0901		CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) RAYTHEON COMPANY 350 LOWELL ST ANDOVER MA 01810-4400				9A. AMENDMENT OF SOLICITATION NO.		
				9B. DATED (SEE ITEM 11)		
				X 10A. MOD. OF CONTRACT/ORDER NO. DASG60-98-C-0001		
				X 10B. DATED (SEE ITEM 13) 30-Jan-1998		
CODE 05716		FACILITY CODE				
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS						
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended.						
<p>Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:</p> <p>(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.</p>						
12. ACCOUNTING AND APPROPRIATION DATA (If required)						
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.						
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.						
X B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).						
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:						
D. OTHER (Specify type of modification and authority)						
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.						
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: [REDACTED] (b)(6) See SF30, Block 14, Continuation page. (b)(6)						
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as hereto fore changed, remains unchanged and in full force and effect.						
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)			
[REDACTED]			[REDACTED] (b)(6)			
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED	16B. LIMITED STATEMENTS		16C. DATE SIGNED	
[REDACTED]		[REDACTED]	[REDACTED]		[REDACTED] (b)(6)	
(Signature of person authorized to sign)			(Signature of Contracting Officer)		24-Jun-2013	

EXCEPTION TO SF 30  
APPROVED BY OIRM 11-84

30-105-04

002794

STANDARD FORM 30 (Rev. 10-83)  
Prescribed by GSA  
FAR (48 CFR) 53.243

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

The following items are applicable to this modification:

**SUMMARY OF CHANGES**

The following have been added by full text:

PURPOSE OF MOD P00267

The purpose of this modification is for the government to officially change Raytheon IDS's appointed Program Manager for this contract (DASG60-98-C-0001) from [REDACTED]

(b)(6)

SECTION H - SPECIAL CONTRACT REQUIREMENTS

The following have been modified:

H-14. KEY PERSONNEL:

Key Personnel List:

NAME

POSITION

[REDACTED]  
[REDACTED]

[REDACTED]  
[REDACTED]

(b)(6)  
(b)(6)

(End of Summary of Changes)

002795

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES
		V	1   13
7. AMENDMENT/MODIFICATION NO. P00208	3. EFFECTIVE DATE 31-Jul-2013	4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE	5. PROJECT NO. (If applicable)
6. ISSUED BY UBA/MD/CA/STRAT EMQC-RDC PO BOX 1800 HUNTSVILLE AL 35897-3801	CODE WB113M	7. ADMINISTERED BY (If other than item 6) DCM RAYTHEON 2 WYVYDE AVE BURLINGTON MA 01803-0801	CODE
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) RAYTHEON COMPANY 380 LOWELL ST ANDOVER MA 01810-4400		9A. AMENDMENT OF SOLICITATION NO.	
		9B. DATED (SEE ITEM 11)	
		X 10A. MOD. OF CONTRACT/ORDER NO. DA5000-20-C-0001	
		X 10B. DATED (SEE ITEM 13) 30-Jan-1988	
CODE 06718	FACILITY CODE		
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS			
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of this amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. (By virtue of this amendment, you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.			
12. ACCOUNTING AND APPROPRIATION DATA (if required) See Schedule			
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT ORDERS IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.			
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.			
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).			
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.232-22, "Limitation of Funds"			
D. OTHER (Specify type of modification and authority)			
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.			
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: [REDACTED] See Continuation Page			
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as hereinbefore changed, remain unchanged and in full force and effect.			
15A. NAME AND TITLE OF SIGNER [REDACTED]		15A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) [REDACTED]	
15B. DATE SIGNED 31 JUL 13		15B. DATE SIGNED 1 Aug 13	
		(Signature of Contracting Officer)	

(b)(6)

(b)(6)

(b)(6)

(b)(6)

002796

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

The following items are applicable to this modification:

SUMMARY OF CHANGES

1. SF 30 - BLOCK 14 CONTINUATION PAGE

The following have been added by full text:

PURPOSE

The purpose of this modification is to:

- Incrementally fund SUBCLIN 0017AA via CLIN 0030 in the amount of \$ 3,851,327.34
- Realign funds in the amount of [REDACTED] under SubCLIN 0017AA from fee to cost to reflect the final estimated cost and fee amounts stated in Modification P00262 and to correct the overfunding of fee
- Acknowledge that Raytheon has completed the requirement for the Developmental Test 2 (DT-2) flat zone and earned a flat zone incentive of [REDACTED]
- Acknowledge that Raytheon has completed the requirement for Functional Configuration Audit (FCA) #1 and earned a flat zone incentive [REDACTED]
- Acknowledge that Raytheon has completed the requirement for Electromagnetic Environmental Effects (E3) Testing and earned a flat zone incentive [REDACTED]
- Increase the estimated fee and total contract value in the amount of [REDACTED] account for the flat zone incentives earned and additional flat zone incentive opportunities remaining (If necessary, the estimated fee and total contract value will be further adjusted if the remaining two flat spot incentives are not awarded at full value)
- Incrementally fund SUBCLIN 0017AA via CLIN 0030 in the amount of \$9,469,171

(b)(4)

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

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

(b)(4)

(b)(4)

2. SECTION A, SOLICITATION/CONTRACT FORM

The total cost of this contract was increased by \$9,669,171.00 from \$2,014,650,579.00 to \$2,024,319,750.

3. SECTION B - SUPPLIES OR SERVICES AND PRICES

SUBCLIN 0017AA

The target profit/fee has increased by [REDACTED] to [REDACTED]

The total cost of this line item has increased by [REDACTED] from [REDACTED] to [REDACTED]

(b)(4)

(b)(4)

(b)(4)

(b)(4)

CLIN 0030 :

The total cost of this line item has increased by [REDACTED] from [REDACTED] to [REDACTED]

(b)(4)

SUBCLIN 003011 is added as follows:

002797

<u>ITEM NO</u>	<u>SUPPLIES/SERVICES</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
003011	GFEBs Funding for SubCLIN 0017AA CPIF FOB: Destination PURCHASE REQUEST NUMBER: 0010246700-0001				
	ACRN MX CIN: GFEBs001024670000001				\$3,851,327.34

SUBCLIN 003012 is added as follows:

<u>ITEM NO</u>	<u>SUPPLIES/SERVICES</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
003012	GFEBs Funding for SubCLIN 0017AA CPIF FOB: Destination PURCHASE REQUEST NUMBER: 0010369722				
	ACRN MZ CIN: GFEBs001036972200001				\$9,469,171.00

As stated in Modification P00251, CLIN 0030 has been established for the sole purpose of obligating GFEBs funding for performance of SubCLIN 0017AA. The value of CLIN 0030 equates to the amount of GFEBs funding obligated for performance of SubCLIN 0017AA and should not be considered additional contract value. Informational SubCLINs under CLIN 0030 will be established each time additional GFEBs funding is obligated. CLIN 0030 and its SubCLINs will not be segregated from SubCLIN 0017AA, identified, accounted for, analyzed, or reported separately from SubCLIN0017, including EVMS. All scope remains under SubCLIN 0017AA with associated incentive events and flat zones.

4. SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by \$13,320,498.34 from \$2,004,685,410.02 to \$2,018,005,908.36.

SUBCLIN 003011:

Funding on SUBCLIN 003011 is initiated as follows:

002798

ACRN: MX

CIN: GFEB00102467000001

Acctng Data: 02120122013204000001171722550030003242A.0000013.1.1 6100.9000021001

Increase: \$3,851,327.34

Total: \$3,851,327.34

The above increase of [REDACTED] allotted to cost. In addition, funds in the amount of [REDACTED] are realigned from fee to cost to reflect the final estimated cost and fee amounts stated in Modification P00262 and to correct the overfunding of fee.  
SUBCLIN 003012:

(b)(4)

Funding on SUBCLIN 003012 is initiated as follows:

ACRN: MZ

CIN: GFEB001036972200001

Acctng Data: 02120132014204000001171722550030003242A.0009263.1.1 6100.9000021001

Increase: \$9,469,171.00

Total: \$9,469,171.00

Cost Code: A5XFJ

The above increase of [REDACTED] is allotted to fee to account for the flat spot incentives earned.

(b)(4)

IMPLEMENTATION OF AND EXPLANATION OF THE RELATIONSHIP OF THE LIMITATION OF FUNDS (LOF) CLAUSE TO FEE OBLIGATIONS, subparagraph c., is revised to read as follows:

SUBCLIN 0017AA :	<u>PRIOR</u>	<u>THIS MODIFICATION</u>	<u>CUMULATIVE TOTAL*</u>
(1) Amount Required for Full Funding, Including Fee:	[REDACTED]	[REDACTED]	\$ 1,786,571,303.00
(2) Amount Allotted Under the LOF Clause for Payment of Costs:	[REDACTED]	[REDACTED]	\$1,660,857,379.00
(3) Amount Separately Obligated for Payment of Fee:	[REDACTED]	[REDACTED]	\$ 125,513,924.00

(b)(4)

(b)(4)

(b)(4)

002799

(4) Total Amount Allotted and Obligated:	\$1,773,050,804.66	\$13,320,498.34	\$1,786,371,303.00
(5) Net Amount Required for Full Funding	\$ 3,851,327.34	(\$3,651,327.34)	\$ 200,000.00

\* These figures take into consideration the negotiated total value of SubCLIN 0017AA (This does not include SubCLIN 17AH)

5. Section H – SPECIAL CONTRACT REQUIREMENTS

Paragraph H-19, INCENTIVE FEE STRUCTURE AND PAYMENT FOR CLIN 0017, SYSTEM DEVELOPMENT AND DEMONSTRATION (SDD), subparagraph c., is revised as follows:

c. Schedule and Performance Incentive.

(1) A maximum [REDACTED] “flat zone” will be established at the target cost value of [REDACTED] with the conduct of milestones below. The “flat zone” over which the contractor will earn target fee is for eligible costs from [REDACTED] to [REDACTED] once the program milestones set forth below are conducted. (Note: As of the effective date of Modification P00260, only [REDACTED] of the maximum [REDACTED] “flat zone” has been acknowledged as earned.)

(b)(4)

(a) [REDACTED] % of the maximum benefit of the “flat zone”, earned by the conduct of the SDD System Functional Review NLT 2nd Quarter, Fiscal Year 2007. (It is hereby acknowledged by the government that Raytheon completed the requirement for this flat zone and earned the “Flat Zone” schedule incentive of [REDACTED]. Final determination of incentive fee payment utilizing the “Flat Zone” amount will be made at the conclusion of the contract. Reference letter, dated 5 March 2007 from [REDACTED].

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

(b)(4)

(b)(4)

(b)(6)

(b)(6)

(b) [REDACTED] % of the maximum benefit of the “flat zone”, earned by the conduct of SDD Orbit Critical Design review NLT 2nd Quarter, Fiscal Year 2009. (It is hereby acknowledged by the government that Raytheon completed the requirement for this flat zone and earned the “Flat Zone” schedule incentive of [REDACTED]. Final determination of incentive fee payment utilizing the “Flat Zone” amount will be made at the conclusion of the contract. Reference letter, dated 12 January 2009, from [REDACTED].

(b)(4)

(b)(6)

(b)(6)

(c) [REDACTED] of the maximum benefit of the “flat zone”, earned by the conduct of the Developmental Test 1 (DT-1) in accordance with the criteria set forth in Section J attachment entitled Flat Zone Performance Criteria for JLENS SDD Contract, Section H-19(c), dated 08/10/12. (It is hereby acknowledged by the government that Raytheon completed the requirement for this flat zone and earned a “Flat Zone” schedule incentive of [REDACTED] or [REDACTED] % of the available [REDACTED]. Final determination of incentive fee payment utilizing the “Flat Zone” amount will be made at the conclusion of the contract.)

(b)(4)

(b)(4)

(d) [REDACTED] of the maximum benefit of the “flat zone”, earned by the conduct of the Electromagnetic Environmental Effects (E3) Testing in accordance with the criteria set forth in Section J attachment entitled Flat Zone Performance Criteria for JLENS SDD Contract, Section H-19(c), dated 08/10/12. (It is hereby acknowledged by the government that Raytheon completed the requirement for this flat zone and earned a “Flat Zone” schedule incentive of [REDACTED] or [REDACTED] % of the available [REDACTED]. Final determination of incentive fee payment utilizing the “Flat Zone” amount will be made at the conclusion of the contract.)

(b)(4)

(b)(4)

002800

(e) [REDACTED], [REDACTED] of the maximum benefit of the "flat zone", earned by the conduct of the Integrated Fire Control Event in accordance with the criteria set forth in Section J attachment entitled Flat Zone Performance Criteria for JLENS SDD Contract, Section H-19(c), dated 08/10/12. (It is hereby acknowledged by the government that Raytheon completed the requirement for this flat zone and earned a "Flat Zone" schedule incentive of \$[REDACTED] or [REDACTED] of the available [REDACTED]\* Final determination of incentive fee payment utilizing the "Flat Zone" amount will be made at the conclusion of the contract.) \*NOTE: The potential has been decreased from \$[REDACTED] to \$[REDACTED] due to movement of the \$[REDACTED] incentive for [REDACTED]

(b)(4)

(b)(4)

(b)(4)

3)(A)(i)&Title

10 Sec 130 (a)(b)

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

(f) [REDACTED] \* [REDACTED] of the maximum benefit of the "flat zone", earned by the conduct of the Functional Configuration Audit (FCA) #1 in accordance with the criteria set forth in Section J attachment entitled Flat Zone Performance Criteria for JLENS SDD Contract, Section H-19(c), dated 08/10/12. \*Note: The potential has been increased from \$[REDACTED] to [REDACTED] due to movement of the \$[REDACTED] incentive for [REDACTED]

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

[REDACTED] (It is hereby acknowledged by the government that Raytheon completed the requirement for this flat zone and earned a "Flat Zone" schedule incentive of [REDACTED] or [REDACTED] of the available [REDACTED] Final determination of incentive fee payment utilizing the "Flat Zone" amount will be made at the conclusion of the contract.)

(b)(3)(A)

(i)&Title 10 Sec

130 (a)(b)

(b)(4)

(g) [REDACTED] [REDACTED] of the maximum benefit of the "flat zone", earned by the conduct of Developmental Test 2 (DT-2) in accordance with the criteria set forth in Section J attachment entitled Flat Zone Performance Criteria for JLENS SDD Contract, Section H-19(c), dated 08/10/12. (It is hereby acknowledged by the government that Raytheon completed the requirement for this flat zone and earned a "Flat Zone" schedule incentive of \$[REDACTED] or [REDACTED] of the available [REDACTED] Final determination of incentive fee payment utilizing the "Flat Zone" amount will be made at the conclusion of the contract.)

(b)(4)

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

(h) [REDACTED] [REDACTED] of the maximum benefit of the "flat zone", earned by the conduct of the Early User Test (previously defined as Limited User Test) in accordance with the criteria set forth in Section J attachment entitled Flat Zone Performance Criteria for JLENS SDD Contract, Section H-19(c), dated 08/10/12.

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

(i) [REDACTED] [REDACTED] of the maximum benefit of the "flat zone", earned by the conduct of the Final Functional Configuration Audit (FCA) in accordance with the criteria set forth in Section J attachment entitled Flat Zone Performance Criteria for JLENS SDD Contract, Section H-19(c), dated 08/10/12.

(b)(4)

(2) For Earned Value and cost reporting purposes, the estimated cost value of [REDACTED] will be used.

(b)(4)

6. The following is an update to Modification P00266 showing a summary of funding by ACRN through Modification P00268:

<u>ACRN</u>	<u>FUNDING</u>
AA	440,100.00
AB	2,298,235.00
AC	17,832,987.00
AD	0.00
AE	7,500,000.00
AF	3,300,000.00

002801

AG	17,192,400.00
AH	700,000.00
AJ	200,000.00
AK	85,000.00
AL	45,000.00
AM	17,045,000.00
AN	5,800.00
AP	20,779,000.00
AQ	105,000.00
AR	35,000.00
AS	0.00
AT	6,984,678.52
AU	7,970,000.00
AV	0.00
AW	100,000.00
AX	3,396,000.00
AY	550,000.00
AZ	19,412,000.00
BA	24,527,878.00
BB	146,000.00
BC	72,000.00
BD	85,000.00
BE	100,000.00
BF	100,000.00
BG	1,975,321.00
BH	38,018,908.00
BJ	7,896,673.34
BK	260,000.00
BL	0.00
BM	125,000.00
BN	103,000.00
BP	10,199,288.50
BU	350,000.00
BV	9,000.00
BW	84,896,852.00
BX	1,146,000.00
BY	3,880,000.00
BZ	190,000.00
KL	118,250.00
KM	192,793,000.00
KN	0.00
KQ	92,811.00
KR	0.00
KS	0.00
KT	386,377,998.00
KU	2,203,183.00
KV	65,000.00
KW	20,000.00
KX	60,000.00
KY	25,000.00

002802

KZ	25,000.00
LA	13,508.00
LB	12,500.00
LC	200,000.00
LD	7,943,648.00
LE	1,173,850.00
LF	10,000.00
LG	62,000.00
LH	400,000.00
LJ	7,476.00
LK	\$281,575,897.00
LL	\$173,798.00
LM	\$1,410,376.00
LN	\$630,061.00
LP	\$83,200.00
LQ	\$235,566.00
LR	\$125,000.00
LS	\$6,069,616.00
LT	\$530,377.00
LU	\$9,100,000.00
LV	\$1,957,265.00
LW	\$255,567.00
LX	\$68,000.00
LY	\$264,807,424.52
LZ	\$1,751,384.00
MA	\$2,982,442.00
MB	\$375,000.00
MC	\$2,283,481.00
MD	\$8,573.00
ME	\$0.00
MF	\$270,907,822.39
MG	\$6,262,095.00
MH	\$213,390.00
MJ	\$858,495.00
MK	\$56,076.00
ML	\$116,044.00
MM	\$1,618,600.00
MN	\$2,573,000.00
MP	\$250,000.00
MQ	\$691,421.00
MR	\$0.00
MS	\$700,000.00
MT	\$16,289,524.00
MU	\$6,296,414.00
MV	\$39,921,199.75
MW	\$10,000,000.00
<b>MX</b>	<b>\$142,646,685.34</b>
MY	\$18,327.00
<b>MZ</b>	<b>\$52,503,442.00</b>

002803

7. The following is an update to Modification P00266 showing a summary of funding by CLIN by ACRN through Modification P00268:

<u>CLIN</u>	<u>ACRN</u>	<u>FUNDING AMT</u>	<u>CLIN TOTAL</u>
CLIN 0001	AA	440,100.00	
CLIN 0001	AD	0.00	
			<u>440,100.00</u>
CLIN 0003	AB	2,298,235.00	
CLIN 0003	AC	17,832,987.00	
CLIN 0003	AD	0.00	
CLIN 0003	AE	7,500,000.00	
CLIN 0003	AF	3,300,000.00	
CLIN 0003	AG	17,192,400.00	
CLIN 0003	AH	700,000.00	
CLIN 0003	AM	17,045,000.00	
CLIN 0003	AN	5,800.00	
CLIN 0003	AP	20,779,000.00	
CLIN 0003	AS	0.00	
CLIN 0003	AT	6,984,678.52	
CLIN 0003	AW	100,000.00	
CLIN 0003	AY	550,000.00	
			<u>94,288,100.52</u>
CLIN 0005	BA	24,527,878.00	
CLIN 0005	BB	146,000.00	
CLIN 0005	BC	72,000.00	
CLIN 0005	BD	85,000.00	
CLIN 0005	BE	100,000.00	
CLIN 0005	BF	100,000.00	
CLIN 0005	BG	1,975,321.00	
CLIN 0005	BH	38,018,908.00	
CLIN 0005	BL	0.00	
CLIN 0005	BZ	0.00	
			<u>65,025,107.00</u>
CLIN 0007AA	BP	10,199,288.50	
			<u>10,199,288.50</u>
CLIN 0009AA	AQ	45,106.00	
CLIN 0009AA	AV	0.00	
CLIN 0009AA	BK	256,545.00	

002804

CLIN 0009AA	BM	125,000.00	
CLIN 0009AA	BN	21,315.00	
			<u>447,966.00</u>
CLIN 0009AB	AJ	200,000.00	
CLIN 0009AB	AK	85,000.00	
CLIN 0009AB	AL	45,000.00	
CLIN 0009AB	AQ	59,894.00	
CLIN 0009AB	AR	35,000.00	
CLIN 0009AB	BK	3,455.00	
CLIN 0009AB	BN	81,685.00	
CLIN 0009AB	BU	350,000.00	
CLIN 0009AB	BV	9,000.00	
			<u>869,034.00</u>
CLIN 0013	AU	7,970,000.00	
CLIN 0013	AX	3,396,000.00	
CLIN 0013	AY	0.00	
CLIN 0013	AZ	19,412,000.00	
CLIN 0013	BJ	7,896,673.34	
			<u>38,674,673.34</u>
CLIN 0017	BW	0.00	
CLIN 0017	KM	0.00	
			<u>0.00</u>
CLIN 0017AA	BY	3,880,000.00	
CLIN 0017AA	BX	1,146,000.00	
CLIN 0017AA	BW	84,896,852.00	
CLIN 0017AA	BZ	0.00	
CLIN 0017AA	KM	192,793,000.00	
CLIN 0017AA	KN	0.00	
CLIN 0017AA	KQ	66,151.00	
CLIN 0017AA	KS	0.00	
CLIN 0017AA	KT	386,204,200.00	
CLIN 0017AA	KU	2,203,183.00	
CLIN 0017AA	KY	0.00	
CLIN 0017AA	LC	200,000.00	
CLIN 0017AA	LD	7,943,648.00	
CLIN 0017AA	LE	0.00	
CLIN 0017AA	LH	400,000.00	
CLIN 0017AA	LJ	7,476.00	
CLIN 0017AA	LK	281,575,897.00	
CLIN 0017AA	LQ	235,566.00	
CLIN 0017AA	LS	6,069,616.00	
CLIN 0017AA	LT	530,377.00	
CLIN 0017AA	LU	\$9,100,000.00	
CLIN 0017AA	LV	\$1,957,265.00	

002805

CLIN 0017AA	LW	\$255,567.00	
CLIN 0017AA	LX	\$68,000.00	
CLIN 0017AA	LY	\$264,807,424.52	
CLIN 0017AA	MB	\$375,000.00	
CLIN 0017AA	MC	\$2,283,481.00	
CLIN 0017AA	MD	\$8,573.00	
CLIN 0017AA	ME	\$0.00	
CLIN 0017AA	MF	\$270,907,822.39	
CLIN 0017AA	MH	\$213,390.00	
CLIN 0017AA	MJ	\$858,495.00	
CLIN 0017AA	MK	\$56,076.00	
CLIN 0017AA	ML	\$116,044.00	
CLIN 0017AA	MM	\$1,618,600.00	
CLIN 0017AA	MN	\$2,573,000.00	
CLIN 0017AA	MP	\$250,000.00	
CLIN 0017AA	MQ	\$691,421.00	
CLIN 0017AA	MR	\$0.00	
CLIN 0017AA	MS	\$700,000.00	
CLIN 0017AA	MT	\$16,289,524.00	
CLIN 0017AA	MV	\$39,921,199.75	
CLIN 0017AA	MW	\$10,000,000.00	
<b>CLIN 0017AA</b>	<b>MX</b>	<b>\$142,646,685.34</b>	
CLIN 0017AA	MY	\$18,327.00	
<b>CLIN 0017AA</b>	<b>MZ</b>	<b>\$52,503,442.00</b>	
			<b>1,786,371,303.00</b>
CLIN 0017AB	KL	118,250.00	118,250.00
CLIN 0017AC	BZ	190,000.00	190,000.00
CLIN 0017AD	KN	0.00	
CLIN 0017AD	KS	0.00	0.00
CLIN 0017AE	LL	173,798.00	173,798.00
CLIN 0017AH	KT	173,798.00	173,798.00

002806

CLIN 0020AA	KN	0.00	
CLIN 0020AA	KQ	26,660.00	
			<u>26,660.00</u>
CLIN 0021AA	KW	0.00	
			<u>0.00</u>
CLIN 0021AB	KV	0.00	
CLIN 0021AB	LB	0.00	
CLIN 0021AB	KX	0.00	
CLIN 0021AB	KY	0.00	
			<u>0.00</u>
CLIN 0021AC	KZ	0.00	
CLIN 0021AC	LA	0.00	
			<u>0.00</u>
CLIN 0022	KW	0.00	
			<u>0.00</u>
CLIN 0023	KX	60,000.00	
CLIN 0023	KY	25,000.00	
CLIN 0023	KV	65,000.00	
CLIN 0023	LB	12,500.00	
CLIN 0023	LF	10,000.00	
CLIN 0023	LR	\$125,000.00	
			<u>297,500.00</u>
CLIN 0024	LA	13,508.00	
CLIN 0024	LG	62,000.00	
CLIN 0024	KZ	25,000.00	
CLIN 0024	KW	20,000.00	
CLIN 0024	LP	83,200.00	
			<u>203,708.00</u>
CLIN 0025	LE	1,173,850.00	
CLIN 0025	LM	1,080,404.00	
CLIN 0025	MA	0.00	
			<u>2,254,254.00</u>
CLIN 0026	LN	630,061.00	
			<u>630,061.00</u>
CLIN 0027	LZ	1,751,384.00	

002807

			<u>1,751,384.00</u>
CLIN 0028	LM	329,972.00	
CLIN 0028	MA	2,982,442.00	
CLIN 0028	MG	6,262,095.00	
CLIN 0028	MU	\$6,296,414.00	
			<u>15,870,923.00</u>
CLIN 003001*	MX	\$52,974,283.00	
CLIN003002*	MX	\$719,132.00	
CLIN 000303*	MX	\$5,747.00	
CLIN 000304*	MX	\$16,000,000.00	
CLIN 000305*	MX	\$16,000,000.00	
CLIN 003006*	MX	\$38,000,000.00	
CLIN 003007*	MX	\$1,096,196.00	
CLIN 003008*	MX	\$14,000,000.00	
CLIN 003009*	MZ	\$21,000,000.00	
CLIN 003010*	MZ	\$22,034,271.00	
<b>CLIN 003011*</b>	<b>MX</b>	<b>\$ 3,851,327.34</b>	
<b>CLIN 003012</b>	<b>MZ</b>	<b>\$9,469,171.00</b>	
			<u><b>195,150,127.34</b></u>

\* CLIN 0030 has been established for the sole purpose of obligating GFEBs funding for performance of SubCLIN 0017AA. Informational SubCLINs under CLIN 0030 will be established each time additional GFEBs funding is obligated. For purposes of this funding update, funding obligated under CLIN 0030 will also be reflected under SubCLIN 0017AA and should not be counted twice with regards to the total contract funding obligated.

(End of Summary of Changes)

002808

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

1. CONTRACT ID CODE: **V** PAGE OF PAGES: **1** | **7**

2. AMENDMENT/MODIFICATION NO: **70269** 3. EFFECTIVE DATE: **10-Sep-2013** 4. REQUISITION/PURCHASE REQ NO.: SEE SCHEDULE 5. PROJECT NO (If applicable):

ISSUED BY: **USASMDC/ARSTRAT** CODE: **W9113M** 7. ADMINISTERED BY (If other than item 6): **DCM RAYTHEON** CODE: **2 WAYSIDE AVE BURLINGTON MA 01803-0901**

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code): **RAYTHEON COMPANY 350 LOWELL ST ANDOVER MA 01810-4400**

9A. AMENDMENT OF SOLICITATION NO: 9B. DATED (SEE ITEM 11):

**X** 10A. MOD. OF CONTRACT/ORDER NO: **DASG60-98-C-0001** 10B. DATED (SEE ITEM 13): **X 30-Jan-1998**

CODE **05716** FACILITY CODE:

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer  is extended,  is not extended.

Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:  
 (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted, or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

**X** D. OTHER (Specify type of modification and authority) **UNILATERAL: FAR 52.243-2**

E. IMPORTANT: Contractor  is not,  is required to sign this document and return \_\_\_\_\_ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
 Modification Control Number: **[REDACTED]** (b)(6)  
 See Page 2. (b)(6)

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

15A. NAME AND TITLE OF SIGNER (Type or print) 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) **(b)(6)**

3. CONTRACTOR/OFFEROR 15C. DATE SIGNED 16B. UNITED STATES OF AMERICA 16C. DATE SIGNED **10-Sep-2013 (b)(6) (b)(6)**

(Signature of person authorized to sign) (Signature of Contracting Officer)

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

The following items are applicable to this modification:

SUMMARY OF CHANGES

1. SF 30 - BLOCK 14 CONTINUATION PAGE

The following have been added by full text:

PURPOSE

The purpose of this modification is to:

- Incorporate Request for Deviation/Waiver - [REDACTED] CDRL B059-013a, dated 21 Jun 13 (b)(3)(A)  
(i)&Title 10  
Sec 130 (a)
- Incorporate Engineering Change Proposals (ECP) MI-P97774, CDRL B039-013, dated 4 Jun 13, and MI-N3898, CDRL 039-011, dated 16 May 12 (b)
- Due to government delays and higher level program directives, extend the period of performance for SubCLIN 0017AA by three (3) months from 30 September 2013 to 31 December 2013
- Due to higher level program directives, issue the following clarifications regarding the effort to be completed during the three (3) month extension:
  - The contractor shall complete the [REDACTED] (b)(3)(A)  
[REDACTED] (i)&Title 10  
Sec 130 (a)  
[REDACTED] Data will be gathered as part of the integration testing and the [REDACTED] to allow the Government to request system level certification. (b)
  - The contractor shall demonstrate contract compliance for [REDACTED] (b)(3)(A)  
[REDACTED] (i)&Title 10  
Sec 130 (a)(b)
  - The contractor shall complete delivery of all Verification Status Reports (VSRs) for Government review and approval. For any VSR that is rejected by the Government or cannot be met, the contractor will submit a request for waiver or request an Engineering Change Proposal to the requirement in the VSR.
  - The contractor shall complete the [REDACTED] integration. The completion of th [REDACTED] (b)(3)(A)  
[REDACTED] The first event will demonstrate the test objectives [REDACTED] (i)&Title 10  
Sec 130 (a)  
[REDACTED] The second event, Formal Mission Flight Event 3, will demonstrate system compliance and serve as the final data collection test for system certification. (b)
  - The contractor shall correct the software trouble reports (STRs) and Test Incident Reports (TIRs) identified by the Government prior to delivery of a final software drop at the end of the period of performance.

002810

- o The contractor shall complete the Functional Configuration Audit (FCA) and ensure that coordination and tasks have been completed prior to turnover of the JLENS system by DD Form 250. These tasks shall be completed by 01 December 2013.

(b)(3)(A)  
(i)&Title  
10 Sec 130  
(a)(b)

- o The contractor shall continue inventory and packing of Orbit 2, less the items at [REDACTED] needed for training. Those assets at [REDACTED] shall remain there to support the Training Engineering Services Memorandum. The contractor shall ship Orbit 2 to [REDACTED] and coordinate and perform the inspection and acceptance of Orbit 2 and the signing of the DD 250 with the Contracting Officer's Representative [REDACTED]

(b)(6)

- o The contractor shall deliver all spares in accordance with the terms and conditions of the contract with the exception of the ten (10) make buy parts listed in the table below. The contractor shall deliver only the material on the items listed below. It is anticipated that the cost of labor previously proposed to build these items shall be credited to the Government as such builds will no longer occur during the period of performance of this contract.



(b)(3)(A)  
(i)&Title  
10 Sec 130  
(a)(b)

- o The contractor shall inventory and pack the Surveillance Radar at [REDACTED] and ship in place as currently stated in the DD 250 Plan. The Fire Control Radar at [REDACTED] shall remain operational to support training at the [REDACTED]. It is anticipated that the training to be conducted as well as maintenance of the operational site will be covered under Contract W31P4Q-10-C-0003.

(b)(3)  
(A)  
(i)&Tit  
lc 10  
Sec 130  
(a)(b)

- Descope the following logistics courses/events:

- o Common Course
- o System Administration Course
- o MO/MS Course
- o CPG Shelter Maintenance Course
- o Aerostat Electrical and Mechanical Course
- o Logistics Demonstration

This descopes only includes the conducting of the course event, not the final preparation of the training material or Interactive Technical Publication (IETP). The preparation required to conduct the courses still includes, as a minimum, the resolution of all open category 1/2/3 STRs, ITRs, completion and demonstration of FD/FI and redlines to existing IETPs and training documentation that have been generated from developmental testing, Early User Testing, government reviews, and other training activities. The final training documentation shall be delivered under CDRL B017 no later than 30 September 2013.

002811

Should the above clarifications result in increased/decreased costs, a cost impact, broken down by the elements outlined in this modification, shall be provided within seven (7) from the date of this modification.

2. SECTION J - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

The following has been revised:

<u>TITLE</u>	<u>DATE</u>	<u># OF PAGES</u>
Contract Security Classification Specification (DD Form 254), Revision 13 (Added per Modification P00235)	14 Apr 11	13
JLENS Software Source Code Specifically Negotiated License, License Number JLENS-SWLA-01 (Added per Modification P00166)	04 Sep 08	8
<u>CLIN 0017:</u>		
JLENS System Development and Demonstration (SDD) Program Statement of Work (Revised by Incorporating CSDR Plans dated 20 Febr 2007 in Appendix C per Modification P00136)	30 Nov 06 - Revised 20 Feb 07	37
JLENS System Development and Demonstration (SDD) Program Statement of Work (Added per Modification P00187)	Revised 06 Apr 09	38
JLENS System Development and Demonstration (SDD) Program Statement of Work, Revision 2 (Added per Modification P00207)	Revised 09 Mar 10	36
JLENS System Development and Demonstration (SDD) Program Statement of Work, Revision 3 (Added per Modification P00239)	Revised 01 Sep 11	36
JLENS System Development and Demonstration (SDD) Program Statement of Work (Added per Modification P00240)	Revised 26 Sep 11	36
		
Contract Data Requirements List (DD Form 1423) Exhibit A with Distribution List & Data Item Nos. B001 through B062 (Replace Data Item Nos. B026 and B027, only Per Modification P00136)	01 Dec 06	63
(Replace Data Item Nos. B048 and B049, only Per Modification P00143 & to add statement in Section A of Modification P00143)	Revised 05 Apr 07	
(Replace Data Item No. B033 only, per Modification P00161)	Revised 24 Oct 07	
	Revised 11 Jul 08	1

(b)(3)(A)  
(i)&Title 10 Sec  
130 (a)(b)

002812

Contract Data Requirements List (DD Form 1423) Exhibit A, Data Item Nos. B001 and B014 (Added per Modification P00187)	Revised 07 May 09	2
Contract Data Requirements List (DD Form 1423) Exhibit A, Data Item Nos. B002 through B062 (less B014 ) (Added per Modification P00187)	Revised 20 Mar 09	60
Contract Data Requirements List (DD Form 1423) Exhibit A, Data Item Nos. B001 and B014 (Added per Modification P00239)	Revised 30 Aug 11	2
Contract Data Requirements List (DD Form 1423) Exhibit A, Data Item Nos. B004 (Added per Modification P00257)	Revised 31 Jul 12	1

\*Added statement below to address weekends/Holidays:  
(In Mod P00143) 24 October 07

\*Per a mutual agreement between Raytheon and JLENS Product Office all Contract Data Requirements List (CDRL's) (DD Form 1423) are due on the next business day after the required due date if the due date falls on Saturday, Sunday or a Government Holiday. In addition, for any CDRL with a requirement to resubmit within 10 days or less after receipt of comments, where Raytheon receives the comments on a Friday, the timeframe for resubmittal will begin on the next business day. Statement added in Mod P00143 on 24 Oct. 2007.

GFE/GFP/GFS List for SDD	28 Nov 06	2
Replaced with Rev. B List	15 Oct 07	6
**Add items below	Revised 22 Oct 07	
For record-keeping purposes (Per Mod P00143)		
Replaced with Revision C List (Per Modification P00183)	09 Mar 09	12
Replaced with Revision D List (Per Modification P00207)	23 Feb 10	11

\*\*Per the [REDACTED] Raytheon is authorized rent free use on a non-interference use of the equipment listed below for utilization on JLENS Fire Control Radar Prime Contract DASG60-98-C-0001 for the period from 19 April 2007 through 30 September 2011. (b)(3)(A)  
(i)&Title  
10 Sec 130  
(a)(b)



(b)(3)(A)  
(i)&Title  
10 Sec 130  
(a)(b)

Hereby added in Mod P00148 for tracking purposes:  
Originated in Basic Contract:

002813

Government Furnished Equipment - Spiral 1  
(Spiral 1 Equipment Transferred to Government  
Contract DASG60-00-C-0091, DD Form 1149 (attached)

20 Jun 03 I List  
25 Mar 07\* 34 pages  
(Revised 21 Nov 07)\* 34 pages

(b)(6)

Ship to address:



(b)(1)

(b)(3)(A)  
(i)&Title 10  
Sec 130 (a)(b)

\*NOTE: Items 1-1060 transferred to Contract DASG60-00-C-0091 per revised GFE list dated 21 Nov 07. Items 1061 – 1116 GFE items retained on Contract DASG60-98-C-0001 for Spiral 2 per GFE list dated 25 Mar 07.

JLENS Performance Specification, MIS-PRF-55628, Revision A (Added by reference per Modification P00168)	27 Jun 08	136
Annex A to the JLENS Performance Specification, MIS-PRF-55628, Revision A (Added by reference per Modification P00168)	27 Jun 08	10
JLENS SDD DD250 Plan (Added per Modification P00207)	11 Dec 09	5
Engineering Change Proposal (ECP) MI-N3893, Revision 2, CDRL B039-005b	15 Nov 10	15
Engineering Change Proposal (ECP) MI-N3894, CDRL B039-006	18 Aug 10	16
Engineering Change Proposal (ECP) MI-N3895, CDRL B039-007	28 Sep 10	50
Engineering Change Proposal (ECP) JL1359 (Added per Modification P00240)	20 Jun 11	7
Flat Zone Performance Criteria for JLENS SDD Contract, Section H-19(c) (Added per Modification P00242)	01 Nov 11	4
Revised Flat Zone Performance Criteria for JLENS SDD Contract, Section H-19(c) (Added per Modification P00257)	10 Aug 12	7
Test Spares List (Added per Modification P00247)	Undated	8
<b>Engineering Change Proposal (ECP) MI-P97774, CDRL B039-013 (Added per Modification P00269)</b>	<b>04 Jun 13</b>	<b>16</b>
<b>Engineering Change Proposal (ECP) MI-N3898, CDRL B039-011 (Added per Modification P00269)</b>	<b>16 May 12</b>	<b>32</b>
<b>Request for Deviation/Waiver – Electrostatic Discharge</b>	<b>21 Jun 13</b>	<b>16</b>

002814

**CDRL B059-013a**  
**(Added per Modification P00269)**

CLINs 0023 and 0024

JLENS Simulation Support SOW dated 28 January 2008 For JDEP, Nimble Fire and Simulation Support Tasks (Added per Mod P00160)	28 January 2008	2
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CLIN 0025

JLENS Integrated Fire Control Demonstration Program Statement of Work, Revision 5 (Added per Modification P00211)	14 Sep 09	3
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JLENS Integrated Fire Control Demonstration Program Program and Technical Clarification Description, incorporated herein by reference (Added per Modification P00211)	30 Mar 10	26
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Contract Data Requirements List (DD Form 1423) Exhibit B, Data Items Nos. B001 through B004, with Data Item Descriptions (Added per Modification P00165)	16 Oct 07	19
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Contract Data Requirements List (DD Form 1423), CLIN 0028, Exhibit B, Data Item Nos. B001 through B006 (Added per Modification P00211)	16 Jun 10	6
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CLIN 0027

JLENS System Integration Lab (SIL) Equipment List (Added per Modification P00196)	Undated	6
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Revision to System Integration Lab (SIL) Equipment List (Added per Modification P00217)	02 Aug 10	6
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3. All other terms and conditions remain unchanged and in full force and effect.

002815

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE	PAGE OF PAGES	
				V	1   9	
2. AMENDMENT/MODIFICATION NO. 002810	3. EFFECTIVE DATE 16 SEP 13	4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE		5. PROJECT NO. (if applicable)		
6. ISSUED BY USABMDC/AMTRAT BMOC-RDC PO BOX 1800 HUNTSVILLE AL 35807-8801	CODE W0113M	7. ADMINISTERED BY (if other than item 6) DCM RAYTHEON 2 WAYSIDE AVE BURLINGTON MA 01803-0901		CODE		
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) RAYTHEON COMPANY 380 LOWELL ST ANDOVER MA 01810-4400				9A. AMENDMENT OF SOLICITATION NO.		
				9B. DATED (SEE ITEM 11)		
				X	10A. MOD. OF CONTRACT/ORDER NO. DASG80-98-C-0001	
				X	10B. DATED (SEE ITEM 13) 30-Jan-1998	
CODE 05716		FACILITY CODE				
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS						
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegraphic letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.						
12. ACCOUNTING AND APPROPRIATION DATA (if required) See Schedule						
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT ORDERS IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.						
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.						
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).						
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.232-22, "Limitation of Funds"						
D. OTHER (Specify type of modification and authority)						
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return 1 copies to the issuing office.						
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: [REDACTED] SEE PAGE 2. (b)(6) (b)(4)						
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.						
15A. NAME AND TITLE OF SIGNER [REDACTED]			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)			
15B. [REDACTED]			16B. [REDACTED]			
15C. DATE SIGNED 12 SEP 13			16C. DATE SIGNED 16 Sep 13			
15D. [REDACTED] (Signature of person authorized to sign)			16D. [REDACTED] (Signature of Contracting Officer)			

EXCEPTION TO SF 30  
APPROVED BY OIRM 11-84

30-105-04

002816

STANDARD FORM 30 (Rev. 10-83)  
Prescribed by GSA  
FAR (48 CFR) 53.243

(b)(6)  
(b)(4)  
(b)(6)  
(b)(6)  
(b)(4)

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

The following items are applicable to this modification:

SUMMARY OF CHANGES

The purpose of this modification is to decrease funding in the amount of \$2,268,109.52 under SubCLIN 003010, ACRN MZ, and increase funding in the amount of \$2,268,109.52 under to SubCLIN 003013, ACRN MX. The total funded amount has not changed.

1. SECTION B - SUPPLIES OR SERVICES AND PRICES

SUBCLIN 003013 is added as follows:

<u>ITEM NO</u>	<u>SUPPLIES/SERVICES</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
003013	GFEBs Funding for SubCLIN 0017AA CPIF FOB: Destination PURCHASE REQUEST NUMBER: 0010159133-0005				
	ACRN MX CIN: GFEBs001015913300032				\$2,268,109.52

2. SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

SUBCLIN 003010:

MZ: 02120132014204000001171722550030003242A.0009263.1.1 6100.9000021001 A5XFJ (CIN GFEBs001030358900002) was decreased by \$2,268,109.52 from \$22,034,271.00 to \$19,766,161.48

SUBCLIN 003013:

Funding on SUBCLIN 003013 is initiated as follows:

ACRN: MX

CIN: GFEBs001015913300032

Acctng Data: 02120122013204000001171722550030003242A.0000013.1.1 6100.9000021001

Increase: \$2,268,109.52

Total: \$2,268,109.52

Cost Code: A5XFJ

002817

3. The following is an update to Modification P00268 showing a summary of funding by ACRN through Modification P00269:

<u>ACRN</u>	<u>FUNDING</u>
AA	440,100.00
AB	2,298,235.00
AC	17,832,987.00
AD	0.00
AE	7,500,000.00
AF	3,300,000.00
AG	17,192,400.00
AH	700,000.00
AJ	200,000.00
AK	85,000.00
AL	45,000.00
AM	17,045,000.00
AN	5,800.00
AP	20,779,000.00
AQ	105,000.00
AR	35,000.00
AS	0.00
AT	6,984,678.52
AU	7,970,000.00
AV	0.00
AW	100,000.00
AX	3,396,000.00
AY	550,000.00
AZ	19,412,000.00
BA	24,527,878.00
BB	146,000.00
BC	72,000.00
BD	85,000.00
BE	100,000.00
BF	100,000.00
BG	1,975,321.00
BH	38,018,908.00
BJ	7,896,673.34
BK	260,000.00
BL	0.00
BM	125,000.00
BN	103,000.00
BP	10,199,288.50
BU	350,000.00
BV	9,000.00
BW	84,896,852.00

002818

BX	1,146,000.00
BY	3,880,000.00
BZ	190,000.00
KL	118,250.00
KM	192,793,000.00
KN	0.00
KQ	92,811.00
KR	0.00
KS	0.00
KT	386,377,998.00
KU	2,203,183.00
KV	65,000.00
KW	20,000.00
KX	60,000.00
KY	25,000.00
KZ	25,000.00
LA	13,508.00
LB	12,500.00
LC	200,000.00
LD	7,943,648.00
LE	1,173,850.00
LF	10,000.00
LG	62,000.00
LH	400,000.00
LJ	7,476.00
LK	\$281,575,897.00
LL	\$173,798.00
LM	\$1,410,376.00
LN	\$630,061.00
LP	\$83,200.00
LQ	\$235,566.00
LR	\$125,000.00
LS	\$6,069,616.00
LT	\$530,377.00
LU	\$9,100,000.00
LV	\$1,957,265.00
LW	\$255,567.00
LX	\$68,000.00
LY	\$264,807,424.52
LZ	\$1,751,384.00
MA	\$2,982,442.00
MB	\$375,000.00
MC	\$2,283,481.00
MD	\$8,573.00
ME	\$0.00
MF	\$270,907,822.39
MG	\$6,262,095.00
MH	\$213,390.00
MJ	\$858,495.00
MK	\$56,076.00

002819

ML	\$116,044.00
MM	\$1,618,600.00
MN	\$2,573,000.00
MP	\$250,000.00
MQ	\$691,421.00
MR	\$0.00
MS	\$700,000.00
MT	\$16,289,524.00
MU	\$6,296,414.00
MV	\$39,921,199.75
MW	\$10,000,000.00
<b>MX</b>	<b>\$144,914,794.86</b>
MY	\$18,327.00
<b>MZ</b>	<b>\$50,235,332.48</b>

4. The following is an update to Modification P00268 showing a summary of funding by CLIN by ACRN through Modification P00269:

<u>CLIN</u>	<u>ACRN</u>	<u>FUNDING AMT</u>	<u>CLIN TOTAL</u>
CLIN 0001	AA	440,100.00	
CLIN 0001	AD	0.00	
			<u>440,100.00</u>
CLIN 0003	AB	2,298,235.00	
CLIN 0003	AC	17,832,987.00	
CLIN 0003	AD	0.00	
CLIN 0003	AE	7,500,000.00	
CLIN 0003	AF	3,300,000.00	
CLIN 0003	AG	17,192,400.00	
CLIN 0003	AH	700,000.00	
CLIN 0003	AM	17,045,000.00	
CLIN 0003	AN	5,800.00	
CLIN 0003	AP	20,779,000.00	
CLIN 0003	AS	0.00	
CLIN 0003	AT	6,984,678.52	
CLIN 0003	AW	100,000.00	
CLIN 0003	AY	550,000.00	
			<u>94,288,100.52</u>
CLIN 0005	BA	24,527,878.00	
CLIN 0005	BB	146,000.00	
CLIN 0005	BC	72,000.00	
CLIN 0005	BD	85,000.00	
CLIN 0005	BE	100,000.00	
CLIN 0005	BF	100,000.00	
CLIN 0005	BG	1,975,321.00	
CLIN 0005	BH	38,018,908.00	
CLIN 0005	BL	0.00	

002820

CLIN 0005	BZ	0.00	
			<u>65,025,107.00</u>
CLIN 0007AA	BP	10,199,288.50	
			<u>10,199,288.50</u>
CLIN 0009AA	AQ	45,106.00	
CLIN 0009AA	AV	0.00	
CLIN 0009AA	BK	256,545.00	
CLIN 0009AA	BM	125,000.00	
CLIN 0009AA	BN	21,315.00	
			<u>447,966.00</u>
CLIN 0009AB	AJ	200,000.00	
CLIN 0009AB	AK	85,000.00	
CLIN 0009AB	AL	45,000.00	
CLIN 0009AB	AQ	59,894.00	
CLIN 0009AB	AR	35,000.00	
CLIN 0009AB	BK	3,455.00	
CLIN 0009AB	BN	81,685.00	
CLIN 0009AB	BU	350,000.00	
CLIN 0009AB	BV	9,000.00	
			<u>869,034.00</u>
CLIN 0013	AU	7,970,000.00	
CLIN 0013	AX	3,396,000.00	
CLIN 0013	AY	0.00	
CLIN 0013	AZ	19,412,000.00	
CLIN 0013	BJ	7,896,673.34	
			<u>38,674,673.34</u>
CLIN 0017	BW	0.00	
CLIN 0017	KM	0.00	
			<u>0.00</u>
CLIN 0017AA	BY	3,880,000.00	
CLIN 0017AA	BX	1,146,000.00	
CLIN 0017AA	BW	84,896,852.00	
CLIN 0017AA	BZ	0.00	
CLIN 0017AA	KM	192,793,000.00	
CLIN 0017AA	KN	0.00	
CLIN 0017AA	KQ	66,151.00	
CLIN 0017AA	KS	0.00	
CLIN 0017AA	KT	386,204,200.00	
CLIN 0017AA	KU	2,203,183.00	
CLIN 0017AA	KY	0.00	
CLIN 0017AA	LC	200,000.00	

002821

CLIN 0017AA	LD	7,943,648.00	
CLIN 0017AA	LE	0.00	
CLIN 0017AA	LH	400,000.00	
CLIN 0017AA	LJ	7,476.00	
CLIN 0017AA	LK	281,575,897.00	
CLIN 0017AA	LQ	235,566.00	
CLIN 0017AA	LS	6,069,616.00	
CLIN 0017AA	LT	530,377.00	
CLIN 0017AA	LU	\$9,100,000.00	
CLIN 0017AA	LV	\$1,957,265.00	
CLIN 0017AA	LW	\$255,567.00	
CLIN 0017AA	LX	\$68,000.00	
CLIN 0017AA	LY	\$264,807,424.52	
CLIN 0017AA	MB	\$375,000.00	
CLIN 0017AA	MC	\$2,283,481.00	
CLIN 0017AA	MD	\$8,573.00	
CLIN 0017AA	ME	\$0.00	
CLIN 0017AA	MF	\$270,907,822.39	
CLIN 0017AA	MH	\$213,390.00	
CLIN 0017AA	MJ	\$858,495.00	
CLIN 0017AA	MK	\$56,076.00	
CLIN 0017AA	ML	\$116,044.00	
CLIN 0017AA	MM	\$1,618,600.00	
CLIN 0017AA	MN	\$2,573,000.00	
CLIN 0017AA	MP	\$250,000.00	
CLIN 0017AA	MQ	\$691,421.00	
CLIN 0017AA	MR	\$0.00	
CLIN 0017AA	MS	\$700,000.00	
CLIN 0017AA	MT	\$16,289,524.00	
CLIN 0017AA	MV	\$39,921,199.75	
CLIN 0017AA	MW	\$10,000,000.00	
<b>CLIN 0017AA</b>	<b>MX</b>	<b>\$144,914,794.86</b>	
CLIN 0017AA	MY	\$18,327.00	
<b>CLIN 0017AA</b>	<b>MZ</b>	<b>\$50,235,332.48</b>	
			<b>1,786,371,303.00</b>
CLIN 0017AB	KL	118,250.00	
			118,250.00
CLIN 0017AC	BZ	190,000.00	
			190,000.00

002822

CLIN 0017AD	KN	0.00	
CLIN 0017AD	KS	0.00	
			<u>0.00</u>
CLIN 0017AE	LL	173,798.00	
			173,798.00
CLIN 0017AH	KT	173,798.00	
			<u>173,798.00</u>
CLIN 0020AA	KN	0.00	
CLIN 0020AA	KQ	26,660.00	
			<u>26,660.00</u>
CLIN 0021AA	KW	0.00	
			<u>0.00</u>
CLIN 0021AB	KV	0.00	
CLIN 0021AB	LB	0.00	
CLIN 0021AB	KX	0.00	
CLIN 0021AB	KY	0.00	
			<u>0.00</u>
CLIN 0021AC	KZ	0.00	
CLIN 0021AC	LA	0.00	
			<u>0.00</u>
CLIN 0022	KW	0.00	
			<u>0.00</u>
CLIN 0023	KX	60,000.00	
CLIN 0023	KY	25,000.00	
CLIN 0023	KV	65,000.00	
CLIN 0023	LB	12,500.00	
CLIN 0023	LF	10,000.00	
CLIN 0023	LR	\$125,000.00	
			<u>297,500.00</u>
CLIN 0024	LA	13,508.00	
CLIN 0024	LG	62,000.00	
CLIN 0024	KZ	25,000.00	
CLIN 0024	KW	20,000.00	
CLIN 0024	LP	83,200.00	
			<u>203,708.00</u>

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CLIN 0025	LE	1,173,850.00	
CLIN 0025	LM	1,080,404.00	
CLIN 0025	MA	0.00	
			<u>2,254,254.00</u>
CLIN 0026	LN	630,061.00	
			<u>630,061.00</u>
CLIN 0027	LZ	1,751,384.00	
			<u>1,751,384.00</u>
CLIN 0028	LM	329,972.00	
CLIN 0028	MA	2,982,442.00	
CLIN 0028	MG	6,262,095.00	
CLIN 0028	MU	\$6,296,414.00	
			<u>15,870,923.00</u>
CLIN 003001*	MX	\$52,974,283.00	
CLIN003002*	MX	\$719,132.00	
CLIN 000303*	MX	\$5,747.00	
CLIN 000304*	MX	\$16,000,000.00	
CLIN 000305*	MX	\$16,000,000.00	
CLIN 003006*	MX	\$38,000,000.00	
CLIN 003007*	MX	\$1,096,196.00	
CLIN 003008*	MX	\$14,000,000.00	
CLIN 003009*	MZ	\$21,000,000.00	
<b>CLIN 003010*</b>	<b>MZ</b>	<b>\$19,766,161.48</b>	
CLIN 003011*	MX	\$ 3,851,327.34	
CLIN 003012	MZ	\$9,469,171.00	
<b>CLIN 003013*</b>	<b>MX</b>	<b>\$2,268,109.52</b>	
			<u>195,150,127.34</u>

\* CLIN 0030 has been established for the sole purpose of obligating GFEBs funding for performance of SubCLIN 0017AA. Informational SubCLINs under CLIN 0030 will be established each time additional GFEBs funding is obligated. For purposes of this funding update, funding obligated under CLIN 0030 will also be reflected under SubCLIN 0017AA and should not be counted twice with regards to the total contract funding obligated.

(End of Summary of Changes)

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SECTION SF 30 BLOCK 14 CONTINUATION PAGE

The following items are applicable to this modification:

SUMMARY OF CHANGES

1. SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

SUBCLIN 003010:

MZ: 02120132014204000001171722550030003242A.0009263.1.1 6100.9000021001 A5XFJ (CIN GFEB001030358900002) was increased by \$484,701.71 from \$19,766,161.48 to \$20,250,863.19

SUBCLIN 003012:

MZ: 02120132014204000001171722550030003242A.0009263.1.1 6100.9000021001 A5XFJ (CIN GFEB001036972200001) was decreased by \$484,701.71 from \$9,469,171.00 to \$8,984,469.29

2. The following is an update to Modification P00270 showing a summary of funding by ACRN through Modification P00271:

<u>ACRN</u>	<u>FUNDING</u>
AA	440,100.00
AB	2,298,235.00
AC	17,832,987.00
AD	0.00
AE	7,500,000.00
AF	3,300,000.00
AG	17,192,400.00
AH	700,000.00
AJ	200,000.00
AK	85,000.00
AL	45,000.00
AM	17,045,000.00
AN	5,800.00
AP	20,779,000.00
AQ	105,000.00
AR	35,000.00
AS	0.00
AT	6,984,678.52
AU	7,970,000.00
AV	0.00
AW	100,000.00
AX	3,396,000.00

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AY	550,000.00
AZ	19,412,000.00
BA	24,527,878.00
BB	146,000.00
BC	72,000.00
BD	85,000.00
BE	100,000.00
BF	100,000.00
BG	1,975,321.00
BH	38,018,908.00
BJ	7,896,673.34
BK	260,000.00
BL	0.00
BM	125,000.00
BN	103,000.00
BP	10,199,288.50
BU	350,000.00
BV	9,000.00
BW	84,896,852.00
BX	1,146,000.00
BY	3,880,000.00
BZ	190,000.00
KL	118,250.00
KM	192,793,000.00
KN	0.00
KQ	92,811.00
KR	0.00
KS	0.00
KT	386,377,998.00
KU	2,203,183.00
KV	65,000.00
KW	20,000.00
KX	60,000.00
KY	25,000.00
KZ	25,000.00
LA	13,508.00
LB	12,500.00
LC	200,000.00
LD	7,943,648.00
LE	1,173,850.00
LF	10,000.00
LG	62,000.00
LH	400,000.00
LJ	7,476.00
LK	\$281,575,897.00
LL	\$173,798.00
LM	\$1,410,376.00
LN	\$630,061.00
LP	\$83,200.00
LQ	\$235,566.00

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LR	\$125,000.00
LS	\$6,069,616.00
LT	\$530,377.00
LU	\$9,100,000.00
LV	\$1,957,265.00
LW	\$255,567.00
LX	\$68,000.00
LY	\$264,807,424.52
LZ	\$1,751,384.00
MA	\$2,982,442.00
MB	\$375,000.00
MC	\$2,283,481.00
MD	\$8,573.00
ME	\$0.00
MF	\$270,907,822.39
MG	\$6,262,095.00
MH	\$213,390.00
MJ	\$858,495.00
MK	\$56,076.00
ML	\$116,044.00
MM	\$,618,600.00
MN	\$2,573,000.00
MP	\$250,000.00
MQ	\$691,421.00
MR	\$0.00
MS	\$700,000.00
MT	\$16,289,524.00
MU	\$6,296,414.00
MV	\$39,921,199.75
MW	\$10,000,000.00
MX	\$144,914,794.86
MY	\$18,327.00
MZ	\$50,235,332.48

3. The following is an update to Modification P00270 showing a summary of funding by CLIN by ACRN through Modification P00271:

<u>CLIN</u>	<u>ACRN</u>	<u>FUNDING AMT</u>	<u>CLIN TOTAL</u>
CLIN 0001	AA	440,100.00	
CLIN 0001	AD	0.00	
			<u>440,100.00</u>
CLIN 0003	AB	2,298,235.00	
CLIN 0003	AC	17,832,987.00	
CLIN 0003	AD	0.00	
CLIN 0003	AE	7,500,000.00	
CLIN 0003	AF	3,300,000.00	
CLIN 0003	AG	17,192,400.00	

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CLIN 0003	AH	700,000.00	
CLIN 0003	AM	17,045,000.00	
CLIN 0003	AN	5,800.00	
CLIN 0003	AP	20,779,000.00	
CLIN 0003	AS	0.00	
CLIN 0003	AT	6,984,678.52	
CLIN 0003	AW	100,000.00	
CLIN 0003	AY	550,000.00	

94,288,100.52

CLIN 0005	BA	24,527,878.00	
CLIN 0005	BB	146,000.00	
CLIN 0005	BC	72,000.00	
CLIN 0005	BD	85,000.00	
CLIN 0005	BE	100,000.00	
CLIN 0005	BF	100,000.00	
CLIN 0005	BG	1,975,321.00	
CLIN 0005	BH	38,018,908.00	
CLIN 0005	BL	0.00	
CLIN 0005	BZ	0.00	

65,025,107.00

CLIN 0007AA	BP	10,199,288.50	
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10,199,288.50

CLIN 0009AA	AQ	45,106.00	
CLIN 0009AA	AV	0.00	
CLIN 0009AA	BK	256,545.00	
CLIN 0009AA	BM	125,000.00	
CLIN 0009AA	BN	21,315.00	

447,966.00

CLIN 0009AB	AJ	200,000.00	
CLIN 0009AB	AK	85,000.00	
CLIN 0009AB	AL	45,000.00	
CLIN 0009AB	AQ	59,894.00	
CLIN 0009AB	AR	35,000.00	
CLIN 0009AB	BK	3,455.00	
CLIN 0009AB	BN	81,685.00	
CLIN 0009AB	BU	350,000.00	
CLIN 0009AB	BV	9,000.00	

869,034.00

CLIN 0013	AU	7,970,000.00	
CLIN 0013	AX	3,396,000.00	
CLIN 0013	AY	0.00	
CLIN 0013	AZ	19,412,000.00	

002829

CLIN 0013	BJ	7,896,673.34	
			<u>38,674,673.34</u>
CLIN 0017	BW	0.00	
CLIN 0017	KM	0.00	
			<u>0.00</u>
CLIN 0017AA	BY	3,880,000.00	
CLIN 0017AA	BX	1,146,000.00	
CLIN 0017AA	BW	84,896,852.00	
CLIN 0017AA	BZ	0.00	
CLIN 0017AA	KM	192,793,000.00	
CLIN 0017AA	KN	0.00	
CLIN 0017AA	KQ	66,151.00	
CLIN 0017AA	KS	0.00	
CLIN 0017AA	KT	386,204,200.00	
CLIN 0017AA	KU	2,203,183.00	
CLIN 0017AA	KY	0.00	
CLIN 0017AA	LC	200,000.00	
CLIN 0017AA	LD	7,943,648.00	
CLIN 0017AA	LE	0.00	
CLIN 0017AA	LH	400,000.00	
CLIN 0017AA	LJ	7,476.00	
CLIN 0017AA	LK	281,575,897.00	
CLIN 0017AA	LQ	235,566.00	
CLIN 0017AA	LS	6,069,616.00	
CLIN 0017AA	LT	530,377.00	
CLIN 0017AA	LU	\$9,100,000.00	
CLIN 0017AA	LV	\$1,957,265.00	
CLIN 0017AA	LW	\$255,567.00	
CLIN 0017AA	LX	\$68,000.00	
CLIN 0017AA	LY	\$264,807,424.52	
CLIN 0017AA	MB	\$375,000.00	
CLIN 0017AA	MC	\$2,283,481.00	
CLIN 0017AA	MD	\$8,573.00	
CLIN 0017AA	ME	\$0.00	
CLIN 0017AA	MF	\$270,907,822.39	
CLIN 0017AA	MH	\$213,390.00	
CLIN 0017AA	MJ	\$858,495.00	
CLIN 0017AA	MK	\$56,076.00	
CLIN 0017AA	ML	\$116,044.00	
CLIN 0017AA	MM	\$1,618,600.00	
CLIN 0017AA	MN	\$2,573,000.00	
CLIN 0017AA	MP	\$250,000.00	
CLIN 0017AA	MQ	\$691,421.00	

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CLIN 0017AA	MR	\$0.00	
CLIN 0017AA	MS	\$700,000.00	
CLIN 0017AA	MT	\$16,289,524.00	
CLIN 0017AA	MV	\$39,921,199.75	
CLIN 0017AA	MW	\$10,000,000.00	
CLIN 0017AA	MX	\$144,914,794.86	
CLIN 0017AA	MY	\$18,327.00	
CLIN 0017AA	MZ	\$50,235,332.48	
			<u>1,786,371,303.00</u>
CLIN 0017AB	KL	118,250.00	
			<u>118,250.00</u>
CLIN 0017AC	BZ	190,000.00	
			<u>190,000.00</u>
CLIN 0017AD	KN	0.00	
CLIN 0017AD	KS	0.00	
			<u>0.00</u>
CLIN 0017AE	LL	173,798.00	
			173,798.00
CLIN 0017AH	KT	173,798.00	
			<u>173,798.00</u>
CLIN 0020AA	KN	0.00	
CLIN 0020AA	KQ	26,660.00	
			<u>26,660.00</u>
CLIN 0021AA	KW	0.00	
			<u>0.00</u>
CLIN 0021AB	KV	0.00	
CLIN 0021AB	LB	0.00	
CLIN 0021AB	KX	0.00	
CLIN 0021AB	KY	0.00	
			<u>0.00</u>
CLIN 0021AC	KZ	0.00	
CLIN 0021AC	LA	0.00	
			<u>0.00</u>

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CLIN 0022	KW	0.00	<u>0.00</u>
CLIN 0023	KX	60,000.00	
CLIN 0023	KY	25,000.00	
CLIN 0023	KV	65,000.00	
CLIN 0023	LB	12,500.00	
CLIN 0023	LF	10,000.00	
CLIN 0023	LR	\$125,000.00	
			<u>297,500.00</u>
CLIN 0024	LA	13,508.00	
CLIN 0024	LG	62,000.00	
CLIN 0024	KZ	25,000.00	
CLIN 0024	KW	20,000.00	
CLIN 0024	LP	83,200.00	
			<u>203,708.00</u>
CLIN 0025	LE	1,173,850.00	
CLIN 0025	LM	1,080,404.00	
CLIN 0025	MA	0.00	
			<u>2,254,254.00</u>
CLIN 0026	LN	630,061.00	
			<u>630,061.00</u>
CLIN 0027	LZ	1,751,384.00	
			<u>1,751,384.00</u>
CLIN 0028	LM	329,972.00	
CLIN 0028	MA	2,982,442.00	
CLIN 0028	MG	6,262,095.00	
CLIN 0028	MU	\$6,296,414.00	
			<u>15,870,923.00</u>
CLIN 003001*	MX	\$52,974,283.00	
CLIN003002*	MX	\$719,132.00	
CLIN 000303*	MX	\$5,747.00	
CLIN 000304*	MX	\$16,000,000.00	
CLIN 000305*	MX	\$16,000,000.00	
CLIN 003006*	MX	\$38,000,000.00	
CLIN 003007*	MX	\$1,096,196.00	
CLIN 003008*	MX	\$14,000,000.00	
CLIN 003009*	MZ	\$21,000,000.00	
CLIN 003010*	MZ	\$20,250,863.19	

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CLIN 003011*	MX	\$ 3,851,327.34	_____
CLIN 003012	MZ	\$8,984,469.29	_____
CLIN 003013*	MX	\$2,268,109.52	_____
			<u>195,150,127.34</u>

\* CLIN 0030 has been established for the sole purpose of obligating GFEBS funding for performance of SubCLIN 0017AA. Informational SubCLINs under CLIN 0030 will be established each time additional GFEBS funding is obligated. For purposes of this funding update, funding obligated under CLIN 0030 will also be reflected under SubCLIN 0017AA and should not be counted twice with regards to the total contract funding obligated.

(End of Summary of Changes)

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AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES
			V	1   10
2. AMENDMENT/MODIFICATION NO. 000002	3. EFFECTIVE DATE 25 SEP 13	4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE		5. PROJECT NO. (if applicable)
6. ISSUED BY U/SMBMDC/ASSTRAT SMDCC-RDC PO BOX 1800 HUNTSVILLE AL 35807-2801	CODE W0113M	7. ADMINISTERED BY (if other than Item 6) DCM RAYTHEON 8 WAYBIDE AVE BURLINGTON MA 01803-0801		CODE
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) RAYTHEON COMPANY 880 LOWELL ST ANDOVER MA 01810-4400			9A. AMENDMENT OF SOLICITATION NO.	
			9B. DATED (SEE ITEM 11)	
			X 10A. MOD. OF CONTRACT/ORDER NO. DASG00-98-C-0001	
			X 10B. DATED (SEE ITEM 13) 30-Jan-1998	
CODE 05716			FACILITY CODE	
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 4. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended.				
<p>Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:</p> <p>(a) By completing Items 8 and 13, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.</p>				
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule				
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT ORDERS IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.				
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.				
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).				
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.232-22, "Limitation of Funds"				
D. OTHER (Specify type of modification and authority)				
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.				
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF action headings, including solicitation/contract subject matter where feasible.) Modification Control Number: [REDACTED] SEE PAGE 2.				
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as [REDACTED] and in full form and effect.				
15A. NAME AND TITLE OF SIGNED [REDACTED]		16A. [REDACTED] CONTRACTING OFFICER (Type or print)		
15B. [REDACTED]		15C. DATE SIGNED 25 SEP 13		16C. DATE SIGNED 25 Sep 13
		(Signature of Contracting Officer)		

EXCEPTION TO SP 30  
APPROVED BY OIRM 11-84

30-105-04

STANDARD FORM 30 (Rev. 10-83)  
Prescribed by GSA  
FAR (48 CFR) 53.243

002834

(b)(6)  
(b)(6)  
(b)(6)

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

The following items are applicable to this modification:

SUMMARY OF CHANGES

The purpose of this modification is to:

- Decrease funding in the amount of 1,245,363.77 under SubCLIN 003012, ACRN MZ
- Increase funding in the amount of 1,245,363.77 under SubCLIN 003014, ACRN MX
- Add a delivery date to SubCLIN 0017AA

1. SECTION B – SUPPLIES OR SERVICES AND PRICES

SUBCLIN 003014 is added as follows:

<u>ITEM NO</u>	<u>SUPPLIES/SERVICES</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
003014	GFEBs Funding for CLIN 0017AA CPIF FOB: Destination PURCHASE REQUEST NUMBER: 0010159133-0006  ACRN MX CIN: GFEBs001015913300033				\$1,245,363.77

2. SECTION F – DELIVERIES OR PERFORMANCE

The following Delivery Date has been added to SUBCLIN 0017AA:

DELIVERY DATE

31-DEC-2013

3. SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

SUBCLIN 003012:

MZ: 02120132014204000001171722550030003242A.0009263.1.1 6100.9000021001 A5XFJ (CIN GFEBs001036972200001) was decreased by \$1,245,363.77 from \$8,984,469.29 to \$7,739,105.52

SUBCLIN 003014:

002835

Funding on SUBCLIN 003014 is initiated as follows:

ACRN: MX

CIN: GFEB001015913300033

Acctng Data: 02120122013204000001171722550030003242A.0000013.1.1 6100.9000021001

Increase: \$1,245,363.77

Total: \$1,245,363.77

Cost Code: A5XFJ

4. The following is an update to Modification P00271 showing a summary of funding by ACRN through Modification P00272:

<u>ACRN</u>	<u>FUNDING</u>
AA	440,100.00
AB	2,298,235.00
AC	17,832,987.00
AD	0.00
AE	7,500,000.00
AF	3,300,000.00
AG	17,192,400.00
AH	700,000.00
AJ	200,000.00
AK	85,000.00
AL	45,000.00
AM	17,045,000.00
AN	5,800.00
AP	20,779,000.00
AQ	105,000.00
AR	35,000.00
AS	0.00
AT	6,984,678.52
AU	7,970,000.00
AV	0.00
AW	100,000.00
AX	3,396,000.00
AY	550,000.00
AZ	19,412,000.00
BA	24,527,878.00
BB	146,000.00
BC	72,000.00
BD	85,000.00
BE	100,000.00
BF	100,000.00
BG	1,975,321.00

002836

BH	38,018,908.00
BJ	7,896,673.34
BK	260,000.00
BL	0.00
BM	125,000.00
BN	103,000.00
BP	10,199,288.50
BU	350,000.00
BV	9,000.00
BW	84,896,852.00
BX	1,146,000.00
BY	3,880,000.00
BZ	190,000.00
KL	118,250.00
KM	192,793,000.00
KN	0.00
KQ	92,811.00
KR	0.00
KS	0.00
KT	386,377,998.00
KU	2,203,183.00
KV	65,000.00
KW	20,000.00
KX	60,000.00
KY	25,000.00
KZ	25,000.00
LA	13,508.00
LB	12,500.00
LC	200,000.00
LD	7,943,648.00
LE	1,173,850.00
LF	10,000.00
LG	62,000.00
LH	400,000.00
LJ	7,476.00
LK	\$281,575,897.00
LL	\$173,798.00
LM	\$1,410,376.00
LN	\$630,061.00
LP	\$83,200.00
LQ	\$235,566.00
LR	\$125,000.00
LS	\$6,069,616.00
LT	\$530,377.00
LU	\$9,100,000.00
LV	\$1,957,265.00
LW	\$255,567.00
LX	\$68,000.00
LY	\$264,807,424.52
LZ	\$1,751,384.00

002837

MA	\$2,982,442.00
MB	\$375,000.00
MC	\$2,283,481.00
MD	\$8,573.00
ME	\$0.00
MF	\$270,907,822.39
MG	\$6,262,095.00
MH	\$213,390.00
MJ	\$858,495.00
MK	\$56,076.00
ML	\$116,044.00
MM	\$,618,600.00
MN	\$2,573,000.00
MP	\$250,000.00
MQ	\$691,421.00
MR	\$0.00
MS	\$700,000.00
MT	\$16,289,524.00
MU	\$6,296,414.00
MV	\$39,921,199.75
MW	\$10,000,000.00
<b>MX</b>	<b>\$146,160,158.63</b>
MY	\$18,327.00
<b>MZ</b>	<b>\$48,989,968.71</b>

5. The following is an update to Modification P00271 showing a summary of funding by CLIN by ACRN through Modification P00272:

<u>CLIN</u>	<u>ACRN</u>	<u>FUNDING AMT</u>	<u>CLIN TOTAL</u>
CLIN 0001	AA	440,100.00	
CLIN 0001	AD	0.00	
			<u>440,100.00</u>
CLIN 0003	AB	2,298,235.00	
CLIN 0003	AC	17,832,987.00	
CLIN 0003	AD	0.00	
CLIN 0003	AE	7,500,000.00	
CLIN 0003	AF	3,300,000.00	
CLIN 0003	AG	17,192,400.00	
CLIN 0003	AH	700,000.00	
CLIN 0003	AM	17,045,000.00	
CLIN 0003	AN	5,800.00	
CLIN 0003	AP	20,779,000.00	
CLIN 0003	AS	0.00	
CLIN 0003	AT	6,984,678.52	
CLIN 0003	AW	100,000.00	
CLIN 0003	AY	550,000.00	
			<u>94,288,100.52</u>

002838

CLIN 0005	BA	24,527,878.00	
CLIN 0005	BB	146,000.00	
CLIN 0005	BC	72,000.00	
CLIN 0005	BD	85,000.00	
CLIN 0005	BE	100,000.00	
CLIN 0005	BF	100,000.00	
CLIN 0005	BG	1,975,321.00	
CLIN 0005	BH	38,018,908.00	
CLIN 0005	BL	0.00	
CLIN 0005	BZ	0.00	
			<u>65,025,107.00</u>
CLIN 0007AA	BP	10,199,288.50	
			<u>10,199,288.50</u>
CLIN 0009AA	AQ	45,106.00	
CLIN 0009AA	AV	0.00	
CLIN 0009AA	BK	256,545.00	
CLIN 0009AA	BM	125,000.00	
CLIN 0009AA	BN	21,315.00	
			<u>447,966.00</u>
CLIN 0009AB	AJ	200,000.00	
CLIN 0009AB	AK	85,000.00	
CLIN 0009AB	AL	45,000.00	
CLIN 0009AB	AQ	59,894.00	
CLIN 0009AB	AR	35,000.00	
CLIN 0009AB	BK	3,455.00	
CLIN 0009AB	BN	81,685.00	
CLIN 0009AB	BU	350,000.00	
CLIN 0009AB	BV	9,000.00	
			<u>869,034.00</u>
CLIN 0013	AU	7,970,000.00	
CLIN 0013	AX	3,396,000.00	
CLIN 0013	AY	0.00	
CLIN 0013	AZ	19,412,000.00	
CLIN 0013	BJ	7,896,673.34	
			<u>38,674,673.34</u>
CLIN 0017	BW	0.00	
CLIN 0017	KM	0.00	
			<u>0.00</u>
CLIN 0017AA	BY	3,880,000.00	
CLIN 0017AA	BX	1,146,000.00	

002839

CLIN 0017AA	BW	84,896,852.00	
CLIN 0017AA	BZ	0.00	
CLIN 0017AA	KM	192,793,000.00	
CLIN 0017AA	KN	0.00	
CLIN 0017AA	KQ	66,151.00	
CLIN 0017AA	KS	0.00	
CLIN 0017AA	KT	386,204,200.00	
CLIN 0017AA	KU	2,203,183.00	
CLIN 0017AA	KY	0.00	
CLIN 0017AA	LC	200,000.00	
CLIN 0017AA	LD	7,943,648.00	
CLIN 0017AA	LE	0.00	
CLIN 0017AA	LH	400,000.00	
CLIN 0017AA	LJ	7,476.00	
CLIN 0017AA	LK	281,575,897.00	
CLIN 0017AA	LQ	235,566.00	
CLIN 0017AA	LS	6,069,616.00	
CLIN 0017AA	LT	530,377.00	
CLIN 0017AA	LU	\$9,100,000.00	
CLIN 0017AA	LV	\$1,957,265.00	=====
CLIN 0017AA	LW	\$255,567.00	=====
CLIN 0017AA	LX	\$68,000.00	=====
CLIN 0017AA	LY	\$264,807,424.52	=====
CLIN 0017AA	MB	\$375,000.00	=====
CLIN 0017AA	MC	\$2,283,481.00	=====
CLIN 0017AA	MD	\$8,573.00	=====
CLIN 0017AA	ME	\$0.00	=====
CLIN 0017AA	MF	\$270,907,822.39	=====
CLIN 0017AA	MH	\$213,390.00	=====
CLIN 0017AA	MJ	\$858,495.00	=====
CLIN 0017AA	MK	\$56,076.00	=====
CLIN 0017AA	ML	\$116,044.00	=====
CLIN 0017AA	MM	\$1,618,600.00	=====
CLIN 0017AA	MN	\$2,573,000.00	=====
CLIN 0017AA	MP	\$250,000.00	=====
CLIN 0017AA	MQ	\$691,421.00	=====
CLIN 0017AA	MR	\$0.00	=====
CLIN 0017AA	MS	\$700,000.00	=====
CLIN 0017AA	MT	\$16,289,524.00	=====
CLIN 0017AA	MV	\$39,921,199.75	=====
CLIN 0017AA	MW	\$10,000,000.00	=====
CLIN 0017AA	MX	<b>\$146,160,158.63</b>	=====
CLIN 0017AA	MY	\$18,327.00	=====

002840

CLIN 0017AA	MZ	\$48,989,968.71	
			<u>1,786,371,303.00</u>
CLIN 0017AB	KL	118,250.00	
			<u>118,250.00</u>
CLIN 0017AC	BZ	190,000.00	
			<u>190,000.00</u>
CLIN 0017AD	KN	0.00	
CLIN 0017AD	KS	0.00	
			<u>0.00</u>
CLIN 0017AE	LL	173,798.00	
			173,798.00
CLIN 0017AH	KT	173,798.00	
			<u>173,798.00</u>
CLIN 0020AA	KN	0.00	
CLIN 0020AA	KQ	26,660.00	
			<u>26,660.00</u>
CLIN 0021AA	KW	0.00	
			<u>0.00</u>
CLIN 0021AB	KV	0.00	
CLIN 0021AB	LB	0.00	
CLIN 0021AB	KX	0.00	
CLIN 0021AB	KY	0.00	
			<u>0.00</u>
CLIN 0021AC	KZ	0.00	
CLIN 0021AC	LA	0.00	
			<u>0.00</u>
CLIN 0022	KW	0.00	
			<u>0.00</u>
CLIN 0023	KX	60,000.00	
CLIN 0023	KY	25,000.00	
CLIN 0023	KV	65,000.00	
CLIN 0023	LB	12,500.00	
CLIN 0023	LF	10,000.00	

002841

CLIN 0023	LR	\$125,000.00	
			<u>297,500.00</u>
CLIN 0024	LA	13,508.00	
CLIN 0024	LG	62,000.00	
CLIN 0024	KZ	25,000.00	
CLIN 0024	KW	20,000.00	
CLIN 0024	LP	83,200.00	
			<u>203,708.00</u>
CLIN 0025	LE	1,173,850.00	
CLIN 0025	LM	1,080,404.00	
CLIN 0025	MA	0.00	
			<u>2,254,254.00</u>
CLIN 0026	LN	630,061.00	
			<u>630,061.00</u>
CLIN 0027	LZ	1,751,384.00	
			<u>1,751,384.00</u>
CLIN 0028	LM	329,972.00	
CLIN 0028	MA	2,982,442.00	
CLIN 0028	MG	6,262,095.00	
CLIN 0028	MU	\$6,296,414.00	
			<u>15,870,923.00</u>
CLIN 003001*	MX	\$52,974,283.00	
CLIN003002*	MX	\$719,132.00	
CLIN 000303*	MX	\$5,747.00	
CLIN 000304*	MX	\$16,000,000.00	
CLIN 000305*	MX	\$16,000,000.00	
CLIN 003006*	MX	\$38,000,000.00	
CLIN 003007*	MX	\$1,096,196.00	
CLIN 003008*	MX	\$14,000,000.00	
CLIN 003009*	MZ	\$21,000,000.00	
CLIN 003010*	MZ	\$20,250,863.19	
CLIN 003011*	MX	\$ 3,851,327.34	
CLIN 003012	MZ	<b>\$7,739,105.52</b>	
CLIN 003013*	MX	\$2,268,109.52	
<b>CLIN 003014*</b>	<b>MX</b>	<b>\$1,245,363.77</b>	
			<u>195,150,127.34</u>

\* CLIN 0030 has been established for the sole purpose of obligating GFEBS funding for performance of SubCLIN 0017AA. Informational SubCLINs under CLIN 0030

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will be established each time additional GFEBS funding is obligated. For purposes of this funding update, funding obligated under CLIN 0030 will also be reflected under SubCLIN 0017AA and should not be counted twice with regards to the total contract funding obligated.

(End of Summary of Changes)

002843

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

1. CONTRACT ID CODE: **V**      PAGE OF PAGES: **1** / **18**

2. AMENDMENT/MODIFICATION NO.: **002813**      3. EFFECTIVE DATE: **30 SEP 13**      4. REQUISITION/PURCHASE REQ. NO.: **SEE SCHEDULE**      5. PROJECT NO. (if applicable):

6. ISSUED BY: **USAMC/AMTRAT**  
**AMDC-PROG**  
**PO BOX 1800**  
**MONTVILLE AL 36027-8901**      CODE: **WB113M**      7. ADMINISTERED BY (if other than item 6):  
**DCM RAYTHEON**  
**2 WAYBOW AVE**  
**BURLINGTON MA 01803-0801**      CODE:

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code):  
**RAYTHEON COMPANY**  
**380 LOWELL ST**  
**ANDOVER MA 01810-4400**

9A. AMENDMENT OF SOLICITATION NO.  
 9B. DATED (SEE ITEM 11)  
 X 10A. MOD. OF CONTRACT/ORDER NO.: **DASGMD-08-C-0001**  
 X 10B. DATED (SEE ITEM 13): **30-Jan-1998**

CODE: **05718**      FACILITY CODE:

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of offer  is amended,  is not amended.

Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:  
 (a) By completing items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by teletypewriter letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)  
**See Schedule**

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT ORDERS IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) **THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.**

B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).

X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: **FAR 52.232-22, "Limitation of Funds"**

D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor  is not,  is required to sign this document and return **1** copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCP section headings, including solicitation/contract subject matter where feasible.)  
 Modification Control Number: **[REDACTED]**      (b)(6) (b)(6)

SEE PAGE 2.

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

15A. NAME AND TITLE OF SIGNER: **[REDACTED]**      (b)(6) (b)(6)

15B. DATE SIGNED: **30 SEP 13**      15C. NAME AND TITLE OF CONTRACTOR: **[REDACTED]**      (b)(6) (b)(6)

15D. DATE SIGNED: **30 Sep 13**      (b)(6) (b)(6)

(Signature of Contracting Officer)

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

The following items are applicable to this modification:

SUMMARY OF CHANGES

1. SF 30 - BLOCK 14 CONTINUATION PAGE

The following have been added by full text:

PURPOSE

Based on the clarifications addressed in Change Order Modification P00269 and the associated three (3) month period of performance extension to 31 December 2013, the contractor has submitted a \$14.3M cost impact. The cost impact amount is subject to downward negotiation only following the contractor's submission of data to support their figure and agreement between the parties regarding a final settlement. Also, should final settlement necessitate additional terms and conditions and/or changes to contract language to address contractor assumptions, such changes will be made in a subsequent modification to be issued within forty-five (45) days of this modification. The increase below to target cost, estimated cost, and incremental funding reflects funding availability for this effort:

- The total target contract value is increased in the amount of [REDACTED] (b)(4)
- The total estimated contract value is increased in the amount of \$12,100,000
- Incremental funding for SUBCLIN 0017AA is increased in the amount of \$12,100,000

2. SECTION A - SOLICITATION/CONTRACT FORM

The total cost of this contract was increased by \$12,100,000 from \$2,024,319,750.00 to \$2,036,419,750.

3. SECTION B - SUPPLIES OR SERVICES AND PRICES

SUBCLIN 0017AA:

The target cost has increased by [REDACTED] from [REDACTED] to [REDACTED] (b)(4) (b)(4)

The target fee has increased by [REDACTED] from [REDACTED] to \$1 [REDACTED] (b)(4) (b)(4)

The total target cost plus fee of this line item has increased by [REDACTED] from [REDACTED] to (b)(4) (b)(4)  
\$1,666,517,965.00.

This includes an increase in target cost of [REDACTED] consisting of a [REDACTED] increase in cost and [REDACTED] (b)(4) (b)(4)  
increase in facilities capital cost of money, and an increase in target fee of [REDACTED] (b)(4)

The target cost and target fee set forth above and in the table below reflects the negotiated Section B values prior to any adjustments made resulting from estimated cost overruns and share ratio impacts to the fee. Any differences between the Estimated Cost values provided below and the Target Cost values provided above are as a result of estimated cost overruns. Any differences between the Estimated Fee values provided below and the Target Fee values provided above are a result of reductions based on current share ratio impacts to the Target Fee and do not include any allocation for yet to be earned incentives as set forth in Section H-19. As of the date of this modification, the estimated cost and estimated fee are as follows:

002845

The Estimated Cost is [REDACTED] consisting of [REDACTED] in cost and [REDACTED] in facilities capital cost of money.

(b)(4)

The Estimated Fee is [REDACTED]

(b)(4)

Total Estimated Cost plus Fee is [REDACTED]

(b)(4)

Pursuant to FAR 16.405-1, the target cost and target fee will be finally determined and adjusted after contract performance.

CLIN 0030 :

The total cost of this line item has increased by [REDACTED] from [REDACTED] to [REDACTED]

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

**SUBCLIN 003015 is added as follows:**

<u>ITEM NO</u>	<u>SUPPLIES/SERVICES</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
003015	<b>GFEBs Funding for SubCLIN 0017AA</b> <b>CPIF</b> <b>FOB: Destination</b> <b>PURCHASE REQUEST NUMBER: 0010402429-0001</b>				
	<b>ACRN NA</b> <b>CIN: GFEBs001040242900001</b>				<b>\$12,100,000.00</b>

As stated in Modification P00251, CLIN 0030 has been established for the sole purpose of obligating GFEBs funding for performance of SubCLIN 0017AA. The value of CLIN 0030 equates to the amount of GFEBs funding obligated for performance of SubCLIN 0017AA and should not be considered additional contract value. Informational SubCLINs under CLIN 0030 will be established each time additional GFEBs funding is obligated. CLIN 0030 and its SubCLINs will not be segregated from SubCLIN 0017AA, identified, accounted for, analyzed, or reported separately from SubCLIN0017, including EVMS. All scope remains under SubCLIN 0017AA with associated incentive events and flat zones.

**B-17. INCENTIVE FEE FOR SUBCLIN 0017AA/CLIN 0018 (SEE H-19):**

In accordance with FAR 52.216-10, entitled "Incentive Fee", the total amount originally negotiated, adjusted in accordance with paragraph d. of this clause, for target cost and target fee for performance under SubCLIN 0017AA/CLIN 0018 are set forth below:

Target Cost [REDACTED]

(b)(4)

Target Fee [REDACTED]

(b)(4)

Incentive Arrangement: Maximum Fee: [REDACTED]

(b)(4)

Minimum Fee: [REDACTED]

(b)(4)

(Share Ratio: Government/Contractor)

Underrun: [REDACTED] for the amount by which the total allowable cost is less than the target cost until maximum fee is attained.

002846

Overrun: [redacted] the amount by which the total allowable cost exceeds the target cost until minimum fee is attained.

(b)(4)

FAR 52.216-10, INCENTIVE, paragraph (e)(1), is stated as follows:

(e) Fee Payable.

(1) The fee payable under this contract shall be the target fee increased by [redacted] that the total allowable cost is less than the target cost or decreased by [redacted] that the total allowable cost exceeds the target cost. In no event shall the fee be greater than [redacted] (Maximum fee) or less than [redacted] (Minimum fee) of the estimated cost.

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

B-18. ESTIMATED COST, ESTIMATED INCENTIVE FEE, MINIMUM INCENTIVE FEE, MAXIMUM INCENTIVE FEE, AND INCENTIVE ARRANGEMENT FOR SUBCLIN 0017AA/CLIN 0018:

SUBCLIN 0017AA – (Two SDD JLENS Systems)

- a. Estimated cost: \$ [redacted]
- b. Estimated fee: \$ [redacted]
- c. Minimum incentive fee: \$ [redacted]
- d. Maximum incentive fee: [redacted]
- e. Total estimated cost and estimated fee: \$1,798,671,303

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

4. SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by \$12,100,000 from \$2,018,005,908.36 to \$2,030,105,908.36.

**SUBCLIN 003015:**

**Funding on SUBCLIN 003015 is initiated as follows:**

**ACRN: NA**

**CIN: GFEBS001040242900001**

**Acctng Data: 0212013201420400000117172255 A.0009263.1.1 6100.9000021001**

**Increase: \$12,100,000.00**

**Total: \$12,100,000.00**

**Cost Code: A5XFJ**

**Target Cost, Target Fee, and total for the above increase of \$12,100,000 is distributed as follows and includes an increase in target cost of [redacted] (\$ [redacted] of cost and [redacted] of facilities capital cost of money) and an increase in target fee [redacted]**

(b)(4)

002847

Target Cost	[REDACTED]
Target Fee	\$ [REDACTED]
Total	\$12,100,000

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

IMPLEMENTATION OF AND EXPLANATION OF THE RELATIONSHIP OF THE LIMITATION OF FUNDS (LOF) CLAUSE TO FEE OBLIGATIONS, subparagraph c., is revised to read as follows:

SUBCLIN 0017AA :	<u>PRIOR</u>	<u>MODIFICATION</u>	<u>CUMULATIVE TOTAL*</u>	
(1) Amount Required for Full Funding, Including Fee:	[REDACTED] 03	\$ [REDACTED]	[REDACTED]	(b)(4)
(2) Amount Allotted Under the LOF Clause for Payment of Costs:	\$ [REDACTED]	[REDACTED]	\$ [REDACTED]	(b)(4)
(3) Amount Separately Obligated for Payment of Fee:	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]	(b)(4)
(4) Total Amount Allotted and Obligated:	\$1,786,371,303.00	\$12,100,000.00	\$1,798,471,303.00	
(5) Net Amount Required for Full Funding	\$ 200,000.00	\$ 0.00	\$ 200,000.00	

\* These figures take into consideration the negotiated total value of SubCLIN 0017AA (This does not include SubCLIN 17AH)

5. SECTION H – SPECIAL CONTRACT REQUIREMENTS is revised as follows:

Paragraph H-19, INCENTIVE FEE STRUCTURE AND PAYMENT FOR CLIN 0017, SYSTEM DEVELOPMENT AND DEMONSTRATION (SDD), subparagraph a., b., and c., are revised as follows:

a. General.

SubCLIN 0017AA, System Development and Demonstration (SDD), is a cost-plus-incentive-fee (CPIF) Line Item with cost and schedule incentives as described below. Paragraph H-19(b) applies only to the Cost Incentive and Paragraph H-19(c) applies only to the Schedule Incentive. The target contract price amount of \$1,666,517,965 includes a target cost of [REDACTED] (which includes \$ [REDACTED] of cost and \$ [REDACTED] of facilities capital cost of money) and a target incentive fee of [REDACTED] which is [REDACTED] target cost less facilities capital cost of money.

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

b. Cost Incentive.

(1) The target fee payable under SubCLIN 0017AA is [REDACTED] of the target cost less facilities capital cost of money [REDACTED], an amount equal to [REDACTED]

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

(2) The maximum fee payable under SubCLIN 0017AA is [REDACTED] of the target cost less facilities capital cost of money [REDACTED], an amount equal to [REDACTED]

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

(3) The minimum fee payable under SubCLIN 0017AA is [REDACTED] of the target cost less facilities capital cost of money [REDACTED], an amount equal to [REDACTED]

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

(4) Fee will be adjusted for actual cost that is less than or more than the target cost stated above using a share ratio of [REDACTED] Government / [REDACTED] Contractor for actual costs less than the target cost, and a ratio of [REDACTED] Government / [REDACTED] Contractor for actual costs greater than the target cost range applied according to Paragraph H-19(c)(1).

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

002848

(5) Nothing stated in this clause shall take precedence over the clause 52.216-10 - Incentive Fee contained in this contract.

c. Schedule and Performance Incentive.

(1) A maximum [redacted] "flat zone" will be established at the target cost value of [redacted] with the conduct of milestones below. The "flat zone" over which the contractor will earn target fee is for eligible costs from [redacted] to [redacted] once the program milestones set forth below are conducted. (Note: As of the effective date of Modification P00272, only [redacted] of the maximum \$ [redacted] "flat zone" has been acknowledged as earned. The two flat spot incentive opportunities remaining have been projected to be earned at full value; however, if necessary, the estimated fee and total contract value will be adjusted should the remaining two flat spot incentives not be awarded at full value.)

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

(a) \$ [redacted] of the maximum benefit of the "flat zone", earned by the conduct of the SDD System Functional Review NLT 2nd Quarter, Fiscal Year 2007. (It is hereby acknowledged by the government that Raytheon completed the requirement for this flat zone and earned the "Flat Zone" schedule incentive of [redacted]. Final determination of incentive fee payment utilizing the "Flat Zone" amount will be made at the conclusion of the contract. Reference letter, dated 5 March 2007 from [redacted].

(b)(4)

(b)(4)  
(b)(6)

(b) [redacted] of the maximum benefit of the "flat zone", earned by the conduct of SDD Orbit Critical Design review NLT 2nd Quarter, Fiscal Year 2009. (It is hereby acknowledged by the government that Raytheon completed the requirement for this flat zone and earned the "Flat Zone" schedule incentive of [redacted]. Final determination of incentive fee payment utilizing the "Flat Zone" amount will be made at the conclusion of the contract. Reference letter, dated 12 January 2009, [redacted].

(b)(4)

(b)(4)  
(b)(6)  
(b)(6)

(c) [redacted] % of the maximum benefit of the "flat zone", earned by the conduct of the Developmental Test 1 (DT-1) in accordance with the criteria set forth in Section J attachment entitled Flat Zone Performance Criteria for JLENS SDD Contract, Section H-19(c), dated 08/10/12. (It is hereby acknowledged by the government that Raytheon completed the requirement for this flat zone and earned a "Flat Zone" schedule incentive of [redacted] or [redacted] of the available [redacted]. Final determination of incentive fee payment utilizing the "Flat Zone" amount will be made at the conclusion of the contract.)

(b)(4)

(b)(4)

(d) [redacted] % of the maximum benefit of the "flat zone", earned by the conduct of the Electromagnetic Environmental Effects (E3) Testing in accordance with the criteria set forth in Section J attachment entitled Flat Zone Performance Criteria for JLENS SDD Contract, Section H-19(c), dated 08/10/12. (It is hereby acknowledged by the government that Raytheon completed the requirement for this flat zone and earned a "Flat Zone" schedule incentive of [redacted] or [redacted] of the available [redacted]. Final determination of incentive fee payment utilizing the "Flat Zone" amount will be made at the conclusion of the contract.)

(b)(4)

(b)(4)

(e) [redacted] % of the maximum benefit of the "flat zone", earned by the conduct of the Integrated Fire Control Event in accordance with the criteria set forth in Section J attachment entitled Flat Zone Performance Criteria for JLENS SDD Contract, Section H-19(c), dated 08/10/12. (It is hereby acknowledged by the government that Raytheon completed the requirement for this flat zone and earned a "Flat Zone" schedule incentive of [redacted] or [redacted] of the available [redacted]. \* Final determination of incentive fee payment utilizing the "Flat Zone" amount will be made at the conclusion of the contract.) \*NOTE: The potential has been decreased from [redacted] to [redacted] due to movement of the [redacted] incentive for [redacted].

(b)(4)

(b)(4)

(b)(4)

(b)(3)(A)(i)&Title 10 Sec 130 (a)(b)

(f) [redacted] of the maximum benefit of the "flat zone", earned by the conduct of the Functional Configuration Audit (FCA) #1 in accordance with the criteria set forth in Section J attachment entitled Flat Zone Performance Criteria for JLENS SDD Contract, Section H-19(c), dated 08/10/12. \*Note: The potential has been increased from [redacted] to [redacted] due to movement of the [redacted] incentive for [redacted].

(b)(4)

(b)(4)

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

(b)(3)(A)(i)&Title 10 Sec 130 (a)(b)

002849

acknowledged by the government that Raytheon completed the requirement for this flat zone and earned a "Flat Zone" schedule incentive of [REDACTED] or [REDACTED] % of the available [REDACTED]. Final determination of incentive fee payment utilizing the "Flat Zone" amount will be made at the conclusion of the contract.)

(b)(4)

(g) \$ [REDACTED] % of the maximum benefit of the "flat zone", earned by the conduct of Developmental Test 2 (DT-2) in accordance with the criteria set forth in Section J attachment entitled Flat Zone Performance Criteria for JLENS SDD Contract, Section H-19(c), dated 08/10/12. (It is hereby acknowledged by the government that Raytheon completed the requirement for this flat zone and earned a "Flat Zone" schedule incentive of [REDACTED] or [REDACTED] % of the available \$ [REDACTED]. Final determination of incentive fee payment utilizing the "Flat Zone" amount will be made at the conclusion of the contract.)

(b)(4)

(h) [REDACTED] % of the maximum benefit of the "flat zone", earned by the conduct of the Early User Test (previously defined as Limited User Test) in accordance with the criteria set forth in Section J attachment entitled Flat Zone Performance Criteria for JLENS SDD Contract, Section H-19(c), dated 09/26/13.

(b)(4)

(b)(4)

(i) [REDACTED] % of the maximum benefit of the "flat zone", earned by the conduct of the Final Functional Configuration Audit (FCA) in accordance with the criteria set forth in Section J attachment entitled Flat Zone Performance Criteria for JLENS SDD Contract, Section H-19(c), dated 09/26/13.

(b)(4)

(2) For Earned Value and cost reporting purposes, the target cost value of \$ [REDACTED] will be used.

(b)(4)

6. SECTION J - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

The following has been revised:

<u>TITLE</u>	<u>DATE</u>	<u># OF PAGES</u>
Contract Security Classification Specification (DD Form 254), Revision 13 (Added per Modification P00235)	14 Apr 11	13
JLENS Software Source Code Specifically Negotiated License, License Number JLENS-SWLA-01 (Added per Modification P00166)	04 Sep 08	8
<u>CLIN 0017:</u>		
JLENS System Development and Demonstration (SDD) Program Statement of Work (Revised by Incorporating CSDR Plans dated 20 Febr 2007 in Appendix C per Modification P00136)	30 Nov 06 - Revised 20 Feb 07	37
JLENS System Development and Demonstration (SDD) Program Statement of Work (Added per Modification P00187)	Revised 06 Apr 09	38
JLENS System Development and Demonstration (SDD) Program Statement of Work, Revision 2 (Added per Modification P00207)	Revised 09 Mar 10	36
JLENS System Development and Demonstration (SDD) Program Statement of Work, Revision 3 (Added per Modification P00239)	Revised 01 Sep 11	36
JLENS System Development and Demonstration	Revised 26 Sep 11	36

002 850

(SDD) Program Statement of Work  
(Added per Modification P00240)



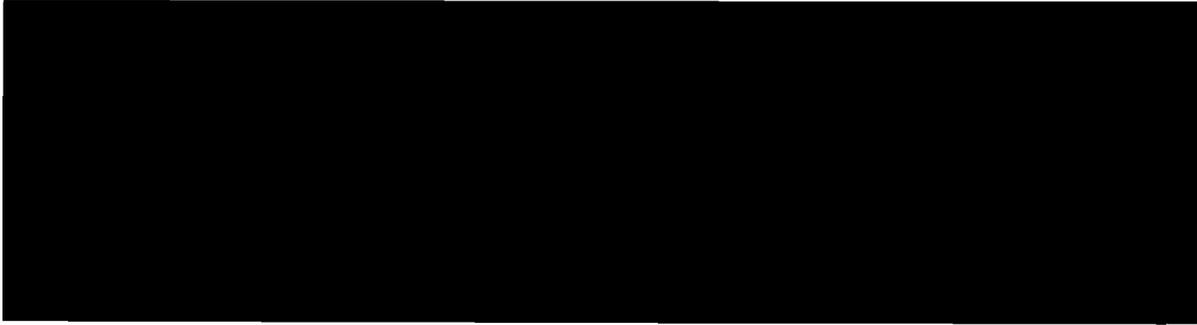
(b)(3)(A)  
(i)&Title 10 Sec  
130 (a)(b)

Contract Data Requirements List (DD Form 1423) Exhibit A with Distribution List & Data Item Nos. B001 through B062 (Replace Data Item Nos. B026 and B027, only Per Modification P00136) (Replace Data Item Nos. B048 and B049, only Per Modification P00143 & to add statement in Section A of Modification P00143) (Replace Data Item No. B033 only, per Modification P00161)	01 Dec 06  Revised 05 Apr 07  Revised 24 Oct 07  Revised 11 Jul 08	63    1
Contract Data Requirements List (DD Form 1423) Exhibit A, Data Item Nos. B001 and B014 (Added per Modification P00187)	Revised 07 May 09	2
Contract Data Requirements List (DD Form 1423) Exhibit A, Data Item Nos. B002 through B062 (less B014 ) (Added per Modification P00187)	Revised 20 Mar 09	60
Contract Data Requirements List (DD Form 1423) Exhibit A, Data Item Nos. B001 and B014 (Added per Modification P00239)	Revised 30 Aug 11	2
Contract Data Requirements List (DD Form 1423) Exhibit A, Data Item Nos. B004 (Added per Modification P00257)	Revised 31 Jul 12	1
*Added statement below to address weekends/Holidays: (In Mod P00143)	24 October 07	
<p>*Per a mutual agreement between Raytheon and JLENS Product Office all Contract Data Requirements List (CDRL's) (DD Form 1423) are due on the next business day after the required due date if the due date falls on Saturday, Sunday or a Government Holiday. In addition, for any CDRL with a requirement to resubmit within 10 days or less after receipt of comments, where Raytheon receives the comments on a Friday, the timeframe for resubmittal will begin on the next business day. Statement added in Mod P00143 on 24 Oct. 2007.</p>		
GFE/GFP/GFS List for SDD	28 Nov 06	2
Replaced with Rev. B List	15 Oct 07	6
**Add items below For record-keeping purposes (Per Mod P00143)	Revised 22 Oct 07	
Replaced with Revision C List (Per Modification P00183)	09 Mar 09	12
Replaced with Revision D List (Per Modification P00207)	23 Feb 10	11

002851

\*\*Per the [REDACTED] Raytheon is authorized rent free use on a non-interference use of the equipment listed below for utilization on JLENS Fire Control Radar Prime Contract DASG60-98-C-0001 for the period from 19 April 2007 through 30 September 2011.

(b)(3)(A)  
(i)&Title  
10 Sec 130  
(a)(b)



(b)(3)(A)  
(i)&Title  
10 Sec 130  
(a)(b)

Hereby added in Mod P00148 for tracking purposes:

Originated in Basic Contract:

Government Furnished Equipment - Spiral 1

20 Jun 03 1 List

(Spiral 1 Equipment Transferred to Government

25 Mar 07\* 34 pages

Contract DASG60-00-C-0091, DD Form 1149 (attached)

(Revised 21 Nov 07)\* 34 pages

[REDACTED]

Ship to address:



(b)(3)(A)(i)&Title 10 Sec 130 (a)(b)

(b)(6)

\*NOTE: Items 1-1060 transferred to Contract DASG60-00-C-0091 per revised GFE list dated 21 Nov 07. Items 1061 – 1116 GFE items retained on Contract DASG60-98-C-0001 for Spiral 2 per GFE list dated 25 Mar 07.

JLENS Performance Specification, MIS-PRF-55628, Revision A (Added by reference per Modification P00168)	27 Jun 08	136
Annex A to the JLENS Performance Specification, MIS-PRF-55628, Revision A (Added by reference per Modification P00168)	27 Jun 08	10
JLENS SDD DD250 Plan (Added per Modification P00207)	11 Dec 09	5
Engineering Change Proposal (ECP) MI-N3893, Revision 2, CDRL B039-005b	15 Nov 10	15
Engineering Change Proposal (ECP) MI-N3894, CDRL B039-006	18 Aug 10	16
Engineering Change Proposal (ECP) MI-N3895, CDRL B039-007	28 Sep 10	50
Engineering Change Proposal (ECP) JL1359 (Added per Modification P00240)	20 Jun 11	7
Flat Zone Performance Criteria for JLENS SDD Contract, Section H-19(c)	01 Nov 11	4

002852

(Added per Modification P00242)

Revised Flat Zone Performance Criteria for JLENS SDD  
Contract, Section H-19(c)  
(Added per Modification P00257) 10 Aug 12 7

**Revised Flat Zone Performance Criteria for JLENS SDD  
Contract, Section H-19(c)  
(Added per Modification P00273) 26 Sep 13 2**

Engineering Change Proposal (ECP) MI-P97774,  
CDRL B039-013  
(Added per Modification P00269) 04 Jun 13 16

Engineering Change Proposal (ECP) MI-N3898,  
CDRL B039-011  
(Added per Modification P00269) 16 May 12 32

Request for Deviation/Waiver – Electrostatic Discharge  
CDRL B059-013a  
(Added per Modification P00269) 21 Jun 13 16

CLINs 0023 and 0024

JLENS Simulation Support  
SOW dated 28 January 2008  
For JDEP, Nimble Fire and  
Simulation Support Tasks  
(Added per Mod P00160) 28 January 2008 2

CLIN 0025

JLENS Integrated Fire Control Demonstration Program  
Statement of Work, Revision 5  
(Added per Modification P00211) 14 Sep 09 3

JLENS Integrated Fire Control Demonstration Program  
Program and Technical Clarification Description,  
incorporated herein by reference  
(Added per Modification P00211) 30 Mar 10 26

Contract Data Requirements List (DD Form 1423)  
Exhibit B, Data Items Nos. B001 through B004, with  
Data Item Descriptions  
(Added per Modification P00165) 16 Oct 07 19

Contract Data Requirements List (DD Form 1423),  
CLIN 0028, Exhibit B, Data Item Nos. B001 through B006  
(Added per Modification P00211) 16 Jun 10 6

CLIN 0027

JLENS System Integration Lab (SIL)  
Equipment List Undated 6

002853

(Added per Modification P00196)

Revision to System Integration Lab (SIL)  
Equipment List  
(Added per Modification P00217)

02 Aug 10

6

7. The following is an update to Modification P00272 showing a summary of funding by ACRN through Modification P00273:

<u>ACRN</u>	<u>FUNDING</u>
AA	\$440,100.00
AB	\$2,298,235.00
AC	\$17,832,987.00
AD	\$0.00
AE	\$7,500,000.00
AF	\$3,300,000.00
AG	\$17,192,400.00
AH	\$700,000.00
AJ	\$200,000.00
AK	\$85,000.00
AL	\$45,000.00
AM	\$17,045,000.00
AN	\$5,800.00
AP	\$20,779,000.00
AQ	\$105,000.00
AR	\$35,000.00
AS	\$0.00
AT	\$6,984,678.52
AU	\$7,970,000.00
AV	\$0.00
AW	\$100,000.00
AX	\$3,396,000.00
AY	\$550,000.00
AZ	\$19,412,000.00
BA	\$24,527,878.00
BB	\$146,000.00
BC	\$72,000.00
BD	\$85,000.00
BE	\$100,000.00
BF	\$100,000.00
BG	\$1,975,321.00
BH	\$38,018,908.00
BJ	\$7,896,673.34
BK	\$260,000.00
BL	\$0.00
BM	\$125,000.00
BN	\$103,000.00
BP	\$10,199,288.50
BU	\$350,000.00

002854

BV	\$9,000.00
BW	\$84,896,852.00
BX	\$1,146,000.00
BY	\$3,880,000.00
BZ	\$190,000.00
KL	\$118,250.00
KM	\$192,793,000.00
KN	\$0.00
KQ	\$92,811.00
KR	\$0.00
KS	\$0.00
KT	\$386,377,998.00
KU	\$2,203,183.00
KV	\$65,000.00
KW	\$20,000.00
KX	\$60,000.00
KY	\$25,000.00
KZ	\$25,000.00
LA	\$13,508.00
LB	\$12,500.00
LC	\$200,000.00
LD	\$7,943,648.00
LE	\$1,173,850.00
LF	\$10,000.00
LG	\$62,000.00
LH	\$400,000.00
LJ	\$7,476.00
LK	\$281,575,897.00
LL	\$173,798.00
LM	\$1,410,376.00
LN	\$630,061.00
LP	\$83,200.00
LQ	\$235,566.00
LR	\$125,000.00
LS	\$6,069,616.00
LT	\$530,377.00
LU	\$9,100,000.00
LV	\$1,957,265.00
LW	\$255,567.00
LX	\$68,000.00
LY	\$264,807,424.52
LZ	\$1,751,384.00
MA	\$2,982,442.00
MB	\$375,000.00
MC	\$2,283,481.00
MD	\$8,573.00
ME	\$0.00
MF	\$270,907,822.39
MG	\$6,262,095.00
MH	\$213,390.00

002855

MJ	\$858,495.00
MK	\$56,076.00
ML	\$116,044.00
MM	\$1,618,600.00
MN	\$2,573,000.00
MP	\$250,000.00
MQ	\$691,421.00
MR	\$0.00
MS	\$700,000.00
MT	\$16,289,524.00
MU	\$6,296,414.00
MV	\$39,921,199.75
MW	\$10,000,000.00
MX	\$146,160,158.63
MY	\$18,327.00
MZ	\$48,989,968.71
NA	\$12,100,000.00

8. The following is an update to Modification P00272 showing a summary of funding by CLIN by ACRN through Modification P00273:

<u>CLIN</u>	<u>ACRN</u>	<u>FUNDING AMT</u>	<u>CLIN TOTAL</u>
CLIN 0001	AA	440,100.00	
CLIN 0001	AD	0.00	
			<u>440,100.00</u>
CLIN 0003	AB	2,298,235.00	
CLIN 0003	AC	17,832,987.00	
CLIN 0003	AD	0.00	
CLIN 0003	AE	7,500,000.00	
CLIN 0003	AF	3,300,000.00	
CLIN 0003	AG	17,192,400.00	
CLIN 0003	AH	700,000.00	
CLIN 0003	AM	17,045,000.00	
CLIN 0003	AN	5,800.00	
CLIN 0003	AP	20,779,000.00	
CLIN 0003	AS	0.00	
CLIN 0003	AT	6,984,678.52	
CLIN 0003	AW	100,000.00	
CLIN 0003	AY	550,000.00	
			<u>94,288,100.52</u>
CLIN 0005	BA	24,527,878.00	
CLIN 0005	BB	146,000.00	
CLIN 0005	BC	72,000.00	
CLIN 0005	BD	85,000.00	
CLIN 0005	BE	100,000.00	
CLIN 0005	BF	100,000.00	

002856

CLIN 0005	BG	1,975,321.00	
CLIN 0005	BH	38,018,908.00	
CLIN 0005	BL	0.00	
CLIN 0005	BZ	0.00	
			<u>65,025,107.00</u>
CLIN 0007AA	BP	10,199,288.50	
			<u>10,199,288.50</u>
CLIN 0009AA	AQ	45,106.00	
CLIN 0009AA	AV	0.00	
CLIN 0009AA	BK	256,545.00	
CLIN 0009AA	BM	125,000.00	
CLIN 0009AA	BN	21,315.00	
			<u>447,966.00</u>
CLIN 0009AB	AJ	200,000.00	
CLIN 0009AB	AK	85,000.00	
CLIN 0009AB	AL	45,000.00	
CLIN 0009AB	AQ	59,894.00	
CLIN 0009AB	AR	35,000.00	
CLIN 0009AB	BK	3,455.00	
CLIN 0009AB	BN	81,685.00	
CLIN 0009AB	BU	350,000.00	
CLIN 0009AB	BV	9,000.00	
			<u>869,034.00</u>
CLIN 0013	AU	7,970,000.00	
CLIN 0013	AX	3,396,000.00	
CLIN 0013	AY	0.00	
CLIN 0013	AZ	19,412,000.00	
CLIN 0013	BJ	7,896,673.34	
			<u>38,674,673.34</u>
CLIN 0017	BW	0.00	
CLIN 0017	KM	0.00	
			<u>0.00</u>
CLIN 0017AA	BY	3,880,000.00	
CLIN 0017AA	BX	1,146,000.00	
CLIN 0017AA	BW	84,896,852.00	
CLIN 0017AA	BZ	0.00	
CLIN 0017AA	KM	192,793,000.00	
CLIN 0017AA	KN	0.00	
CLIN 0017AA	KQ	66,151.00	
CLIN 0017AA	KS	0.00	
CLIN 0017AA	KT	386,204,200.00	

002857

CLIN 0017AA	KU	2,203,183.00	
CLIN 0017AA	KY	0.00	
CLIN 0017AA	LC	200,000.00	
CLIN 0017AA	LD	7,943,648.00	
CLIN 0017AA	LE	0.00	
CLIN 0017AA	LH	400,000.00	
CLIN 0017AA	LJ	7,476.00	
CLIN 0017AA	LK	281,575,897.00	
CLIN 0017AA	LQ	235,566.00	
CLIN 0017AA	LS	6,069,616.00	
CLIN 0017AA	LT	530,377.00	
CLIN 0017AA	LU	\$9,100,000.00	
CLIN 0017AA	LV	\$1,957,265.00	
CLIN 0017AA	LW	\$255,567.00	
CLIN 0017AA	LX	\$68,000.00	
CLIN 0017AA	LY	\$264,807,424.52	
CLIN 0017AA	MB	\$375,000.00	
CLIN 0017AA	MC	\$2,283,481.00	
CLIN 0017AA	MD	\$8,573.00	
CLIN 0017AA	ME	\$0.00	
CLIN 0017AA	MF	\$270,907,822.39	
CLIN 0017AA	MH	\$213,390.00	
CLIN 0017AA	MJ	\$858,495.00	
CLIN 0017AA	MK	\$56,076.00	
CLIN 0017AA	ML	\$116,044.00	
CLIN 0017AA	MM	\$1,618,600.00	
CLIN 0017AA	MN	\$2,573,000.00	
CLIN 0017AA	MP	\$250,000.00	
CLIN 0017AA	MQ	\$691,421.00	
CLIN 0017AA	MR	\$0.00	
CLIN 0017AA	MS	\$700,000.00	
CLIN 0017AA	MT	\$16,289,524.00	
CLIN 0017AA	MV	\$39,921,199.75	
CLIN 0017AA	MW	\$10,000,000.00	
CLIN 0017AA	MX	\$146,160,158.63	
CLIN 0017AA	MY	\$18,327.00	
CLIN 0017AA	MZ	\$48,989,968.71	
CLIN 0017AA	NA	\$12,100,000.00	
			<u>1,798,471,303.00</u>

CLIN 0017AB KL 118,250.00

002858

			<u>118,250.00</u>
CLIN 0017AC	BZ	190,000.00	
			<u>190,000.00</u>
CLIN 0017AD	KN	0.00	
CLIN 0017AD	KS	0.00	
			<u>0.00</u>
CLIN 0017AE	LL	173,798.00	
			173,798.00
CLIN 0017AH	KT	173,798.00	
			<u>173,798.00</u>
CLIN 0020AA	KN	0.00	
CLIN 0020AA	KQ	26,660.00	
			<u>26,660.00</u>
CLIN 0021AA	KW	0.00	
			<u>0.00</u>
CLIN 0021AB	KV	0.00	
CLIN 0021AB	LB	0.00	
CLIN 0021AB	KX	0.00	
CLIN 0021AB	KY	0.00	
			<u>0.00</u>
CLIN 0021AC	KZ	0.00	
CLIN 0021AC	LA	0.00	
			<u>0.00</u>
CLIN 0022	KW	0.00	
			<u>0.00</u>
CLIN 0023	KX	60,000.00	
CLIN 0023	KY	25,000.00	
CLIN 0023	KV	65,000.00	
CLIN 0023	LB	12,500.00	
CLIN 0023	LF	10,000.00	
CLIN 0023	LR	\$125,000.00	
			<u>297,500.00</u>
CLIN 0024	LA	13,508.00	
CLIN 0024	LG	62,000.00	
CLIN 0024	KZ	25,000.00	

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CLIN 0024	KW	20,000.00	
CLIN 0024	LP	83,200.00	
			<u>203,708.00</u>
CLIN 0025	LE	1,173,850.00	
CLIN 0025	LM	1,080,404.00	
CLIN 0025	MA	0.00	
			<u>2,254,254.00</u>
CLIN 0026	LN	630,061.00	
			<u>630,061.00</u>
CLIN 0027	LZ	1,751,384.00	
			<u>1,751,384.00</u>
CLIN 0028	LM	329,972.00	
CLIN 0028	MA	2,982,442.00	
CLIN 0028	MG	6,262,095.00	
CLIN 0028	MU	\$6,296,414.00	
			<u>15,870,923.00</u>
CLIN 003001*	MX	52,974,283.00	
CLIN003002*	MX	719,132.00	
CLIN 000303*	MX	5,747.00	
CLIN 000304*	MX	16,000,000.00	
CLIN 000305*	MX	16,000,000.00	
CLIN 003006*	MX	38,000,000.00	
CLIN 003007*	MX	1,096,196.00	
CLIN 003008*	MX	14,000,000.00	
CLIN 003009*	MZ	21,000,000.00	
CLIN 003010*	MZ	20,250,863.19	
CLIN 003011*	MX	3,851,327.34	
CLIN 003012*	MZ	7,739,105.52	
CLIN 003013*	MX	2,268,109.52	
CLIN 003014*	MX	1,245,363.77	
<b>CLIN 003015*</b>	<b>NA</b>	<b>12,100,000.00</b>	
			<u><b>207,250,127.34</b></u>

\* CLIN 0030 has been established for the sole purpose of obligating GFEBS funding for performance of SubCLIN 0017AA. Informational SubCLINs under CLIN 0030 will be established each time additional GFEBS funding is obligated. For purposes of this funding update, funding obligated under CLIN 0030 will also be reflected under SubCLIN 0017AA and should not be counted twice with regards to the total contract funding obligated.

(End of Summary of Changes)

002860

002861

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1 CONTRACT ID CODE V	PAGE OF PAGES 1   10
2 AMENDMENT/MODIFICATION NO <b>P002862</b>	3 EFFECTIVE DATE <b>17 DEC 13</b>	4. REQUISITION/PURCHASE REQ NO SEE SCHEDULE		5 PROJECT NO. (If applicable)
6 ISSUED BY USASMDC/ARSTRAT SMDC-RDC PO BOX 1500 HUNTSVILLE AL 35897-3801	CODE <b>W9113M</b>	7. ADMINISTERED BY (If other than item 6) DCM RAYTHEON 2 WAYSIDE AVE BURLINGTON MA 01803-0501		CODE
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) RAYTHEON COMPANY 350 LOWELL ST ANDOVER MA 01810-4400			9A. AMENDMENT OF SOLICITATION NO.	
			9B. DATED (SEE ITEM 11)	
			X	10A. MOD. OF CONTRACT/ORDER NO. DASG60-98-C-0001
			X	10B. DATED (SEE ITEM 13) 30-Jan-1998
CODE <b>05716</b>	FACILITY CODE			
<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>				
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.				
12. ACCOUNTING AND APPROPRIATION DATA (If required)				
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.				
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.				
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).				
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF FAR 52.232-22, Limitation of Funds, and Section H, Incentive Fee				
D. OTHER (Specify type of modification and authority)				
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.				
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: <b>[REDACTED]</b> SEE PAGE 2.				<b>(b)(6)</b>
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.				
15A. NAME AND TITLE OF SIGNER (Type or print) <b>[REDACTED]</b>		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) <b>(b)(6)</b> <b>[REDACTED]</b>		
15B. DATE SIGNED <b>[REDACTED]</b>		15C. DATE SIGNED <b>12/17/13</b>		16C. DATE SIGNED <b>(b)(6)</b> <b>17 Dec 13</b>
Signature of person authorized to sign		Signature of Contracting Officer		

EXCEPTION TO SF 30  
APPROVED BY OIRM 11-84

30-105-04

STANDARD FORM 30 (Rev. 10-83)  
Prescribed by GSA  
FAR (48 CFR) 53.243

**002862**

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

The following items are applicable to this modification:

SUMMARY OF CHANGES

1. SF 30 - BLOCK 14 CONTINUATION PAGE

The following have been added by full text:

PURPOSE

1) To acknowledge that Raytheon has completed the requirement for the Early User Test (EUT) #2 flat zone and earned a flat zone incentive of [REDACTED] (The estimated fee and total contract value were increased in Modification P00273 based on the assumption that [REDACTED] or [REDACTED] of this flat zone incentive opportunity would be awarded; however, since only [REDACTED] or [REDACTED] % was actually awarded, the estimated fee and total contract value will be decreased to account for the difference.)

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

2) To correct Modification P00273 to reflect an earned flat zone incentive of [REDACTED] for the Electromagnetic Environmental Effects (E3) Testing

(b)(4)

3) To revise CLIN 0028 to realign funds in the amount of \$455,757.02 from cost to fee to account for an under run of the CLIN. No additional funds have been obligated.

2. SECTION A - SOLICITATION/CONTRACT FORM

The total cost of this contract was decreased by [REDACTED] from [REDACTED] to \$2,036,228,000.00.

(b)(4)

3. SECTION B - SUPPLIES OR SERVICES AND PRICES

SUBCLIN 0017AA:

The estimated fee has decreased by \$ [REDACTED] from \$ [REDACTED] to \$ [REDACTED]

(b)(4)

The total estimated cost plus fee of this line item has decreased by \$ [REDACTED] from \$ [REDACTED] to \$ [REDACTED]

(b)(4)

The target cost and target fee set forth below reflects the negotiated Section B values prior to any adjustments made resulting from estimated cost overruns and share ratio impacts to the fee. Any differences between the Estimated Cost values provided above and below and the Target Cost values provided below are as a result of estimated cost overruns. Any differences between the Estimated Fee values provided above and below and the Target Fee values provided below are a result of reductions based on current share ratio impacts to the estimated fee and do not include any allocation for yet to be earned incentives as set forth in Section H-19. As of the date of this modification, the estimated cost and estimated fee are as follows:

The Estimated Cost is [REDACTED] consisting of [REDACTED] in cost and [REDACTED] in facilities capital cost of money.

(b)(4)

The Estimated Fee is [REDACTED]

(b)(4)

Total Estimated Cost plus Fee is [REDACTED]

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

002863

Pursuant to FAR 16.405-1, the target cost and target fee will be finally determined and adjusted after contract performance.

B-17. INCENTIVE FEE FOR SUBCLIN 0017AA/CLIN 0018 (SEE H-19):

In accordance with FAR 52.216-10, entitled "Incentive Fee", the total amount originally negotiated, adjusted in accordance with paragraph d. of this clause, for target cost and target fee for performance under SubCLIN 0017AA/CLIN 0018 are set forth below:

Target Cost	[REDACTED]	(b)(4)
Target Fee	\$ [REDACTED]	(b)(4)
Incentive Arrangement: Maximum Fee:	[REDACTED]	(b)(4)
Minimum Fee:	[REDACTED]	(b)(4)

(Share Ratio: Government/Contractor)

Underrun: [REDACTED] for the amount by which the total allowable cost is less than the target cost until maximum fee is attained. (b)(4)

Overrun: [REDACTED] for the amount by which the total allowable cost exceeds the target cost until minimum fee is attained. (b)(4)

FAR 52.216-10, INCENTIVE, paragraph (e)(1), is stated as follows:

(e) Fee Payable.

(1) The fee payable under this contract shall be the target fee increased by [REDACTED] that the total allowable cost is less than the target cost or decreased by [REDACTED] that the total allowable cost exceeds the target cost. In no event shall the fee be greater than [REDACTED] (Maximum fee) or less than [REDACTED] (Minimum fee) of the estimated cost. (b)(4)

4. SECTION G - CONTRACT ADMINISTRATION DATA

IMPLEMENTATION OF AND EXPLANATION OF THE RELATIONSHIP OF THE LIMITATION OF FUNDS (LOF) CLAUSE TO FEE OBLIGATIONS, subparagraph c., is revised to read as follows:

<u>SUBCLIN 0017AA :</u>	<u>PRIOR</u>	<u>MODIFICATION</u>	<u>CUMULATIVE TOTAL*</u>	
(1) Amount Required for Full Funding,				
Including Fee:	\$ [REDACTED]	[REDACTED]	[REDACTED]	(b)(4)
(2) Amount Allotted Under the LOF Clause for Payment of Costs:	[REDACTED]	\$ 0.00	[REDACTED]	(b)(4)
(3) Amount Separately Obligated for Payment of Fee:	\$ [REDACTED]	\$ 0.00	\$ [REDACTED]	(b)(4)
(4) Total Amount Allotted and Obligated:	\$1,798,471,303.00	\$ 0.00	\$1,798,471,303.00	
(5) Net Amount Required for Full Funding	\$ 200,000.00	(\$ 191,750.00)	\$ 8,250.00	

002864

\* These figures take into consideration the negotiated total value of SubCLIN 0017AA (This does not include SubCLIN 17AH)

CLIN 0028 :

	<u>PRIOR</u>	<u>THIS MODIFICATION</u>	<u>CUMULATIVE TOTAL</u>	
Amount Required for Full Funding, Including				
(1) Fee:	[REDACTED]	\$ 0	[REDACTED]	(b)(4)
Amount Allotted Under the LOF Clause for				
(2) Payment of Costs:	[REDACTED]	[REDACTED]	\$ [REDACTED]	(b)(4)
Amount Separately Obligated for Payment of				
(3) Fee:	[REDACTED]	[REDACTED]	[REDACTED]	(b)(4)
(4) Total Amount Allotted and Obligated:	\$15,870,923	\$ 0	\$15,870,923	
(5) Net Amount Required for Full Funding	\$ 1,568,085	\$ 0	\$ 1,568,085	

5. SECTION H – SPECIAL CONTRACT REQUIREMENTS is revised as follows:

Paragraph H-19, INCENTIVE FEE STRUCTURE AND PAYMENT FOR CLIN 0017, SYSTEM DEVELOPMENT AND DEMONSTRATION (SDD), subparagraph a., b., and c., are revised as follows:

a. General.

SubCLIN 0017AA, System Development and Demonstration (SDD), is a cost-plus-incentive-fee (CPIF) Line Item with cost and schedule incentives as described below. Paragraph H-19(b) applies only to the Cost Incentive and Paragraph H-19(c) applies only to the Schedule Incentive. The target contract price amount of [REDACTED] includes a target cost of [REDACTED] (which includes \$ [REDACTED] of cost and [REDACTED] of facilities capital cost of money) and a target incentive fee of [REDACTED] which is [REDACTED] of target cost less facilities capital cost of money.

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

b. Cost Incentive.

(1) The target fee payable under SubCLIN 0017AA is [REDACTED] of the target cost less facilities capital cost of money [REDACTED], an amount equal to [REDACTED]

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

(2) The maximum fee payable under SubCLIN 0017AA is [REDACTED] of the target cost less facilities capital cost of money [REDACTED], an amount equal to [REDACTED]

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

(3) The minimum fee payable under SubCLIN 0017AA is [REDACTED] of the target cost less facilities capital cost of money [REDACTED], an amount equal to [REDACTED]

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

(4) Fee will be adjusted for actual cost that is less than or more than the target cost stated above using a share ratio of [REDACTED] Government / [REDACTED] Contractor for actual costs less than the target cost, and a ratio of [REDACTED] Government / [REDACTED] Contractor for actual costs greater than the target cost range applied according to Paragraph H-19(c)(1).

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

(5) Nothing stated in this clause shall take precedence over the clause 52.216-10 - Incentive Fee contained in this contract.

002865

c. Schedule and Performance Incentive.

(1) A maximum [redacted] "flat zone" will be established at the target cost value of [redacted] with the conduct of milestones below. The "flat zone" over which the contractor will earn target fee is for eligible costs from [redacted] to [redacted] once the program milestones set forth below are conducted. (Note: As of the effective date of Modification P00272, only [redacted] of the maximum [redacted] "flat zone" has been acknowledged as earned. The two flat spot incentive opportunities remaining have been projected to be earned at full value; however, if necessary, the estimated fee and total contract value will be adjusted should the remaining two flat spot incentives not be awarded at full value.)

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

(a) [redacted] of the maximum benefit of the "flat zone", earned by the conduct of the SDD System Functional Review NLT 2nd Quarter, Fiscal Year 2007. (It is hereby acknowledged by the government that Raytheon completed the requirement for this flat zone and earned the "Flat Zone" schedule incentive of [redacted]. Final determination of incentive fee payment utilizing the "Flat Zone" amount will be made at the conclusion of the contract. Reference letter, dated 5 March 2007 from [redacted].

(b)(4)  
(b)(4)  
(b)(6)

[redacted] of the maximum benefit of the "flat zone", earned by the conduct of SDD Orbit Critical Design review NLT 2nd Quarter, Fiscal Year 2009. (It is hereby acknowledged by the government that Raytheon completed the requirement for this flat zone and earned the "Flat Zone" schedule incentive of [redacted]. Final determination of incentive fee payment utilizing the "Flat Zone" amount will be made at the conclusion of the contract. Reference letter, dated 12 January 2009, [redacted].

(b)(4)(4)  
(b)(4)(4)  
(b)(6)

(c) [redacted] % of the maximum benefit of the "flat zone", earned by the conduct of the Developmental Test 1 (DT-1) in accordance with the criteria set forth in Section J attachment entitled Flat Zone Performance Criteria for JLENS SDD Contract, Section H-19(c), dated 08/10/12. (It is hereby acknowledged by the government that Raytheon completed the requirement for this flat zone and earned a "Flat Zone" schedule incentive of [redacted] or [redacted] % of the available \$ [redacted]. Final determination of incentive fee payment utilizing the "Flat Zone" amount will be made at the conclusion of the contract.)

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

(d) \$ [redacted] of the maximum benefit of the "flat zone", earned by the conduct of the Electromagnetic Environmental Effects (E3) Testing in accordance with the criteria set forth in Section J attachment entitled Flat Zone Performance Criteria for JLENS SDD Contract, Section H-19(c), dated 08/10/12. (It is hereby acknowledged by the government that Raytheon completed the requirement for this flat zone and earned a "Flat Zone" schedule incentive of [redacted] or [redacted] % of the available [redacted]. Final determination of incentive fee payment utilizing the "Flat Zone" amount will be made at the conclusion of the contract.)

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

(e) [redacted] % of the maximum benefit of the "flat zone", earned by the conduct of the Integrated Fire Control Event in accordance with the criteria set forth in Section J attachment entitled Flat Zone Performance Criteria for JLENS SDD Contract, Section H-19(c), dated 08/10/12. (It is hereby acknowledged by the government that Raytheon completed the requirement for this flat zone and earned a "Flat Zone" schedule incentive of [redacted] or [redacted] % of the available [redacted]. Final determination of incentive fee payment utilizing the "Flat Zone" amount will be made at the conclusion of the contract.) \*NOTE: The potential has been decreased from [redacted] to \$ [redacted] due to movement of the \$ [redacted] incentive for [redacted].

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

(b)(3)(A)(i)&Title 10 Sec 130 (a)(b)

(f) \$ [redacted] \* [redacted] % of the maximum benefit of the "flat zone", earned by the conduct of the Functional Configuration Audit (FCA) #1 in accordance with the criteria set forth in Section J attachment entitled Flat Zone Performance Criteria for JLENS SDD Contract, Section H-19(c), dated 08/10/12. \*Note: The potential has been increased from \$ [redacted] to [redacted] due to movement of the [redacted] incentive for [redacted]. (It is hereby acknowledged by the government that Raytheon completed the requirement for this flat zone and earned a "Flat Zone" schedule incentive of \$ [redacted] or [redacted] % of the available [redacted]. Final determination of incentive fee payment utilizing the "Flat Zone" amount will be made at the conclusion of the contract.)

(b)(4)  
(b)(4)  
(b)(3)(A)  
(i)&Title  
10 Sec 130  
(a)(b)

002866

(g) \$ [REDACTED] [REDACTED] % of the maximum benefit of the "flat zone", earned by the conduct of Developmental Test 2 (DT-2) in accordance with the criteria set forth in Section J attachment entitled Flat Zone Performance Criteria for JLENS SDD Contract, Section H-19(c), dated 08/10/12. (It is hereby acknowledged by the government that Raytheon completed the requirement for this flat zone and earned a "Flat Zone" schedule incentive of [REDACTED] or [REDACTED] % of the available [REDACTED]. Final determination of incentive fee payment utilizing the "Flat Zone" amount will be made at the conclusion of the contract.)

(b)(4)

(h) [REDACTED] [REDACTED] % of the maximum benefit of the "flat zone", earned by the conduct of the Early User Test (previously defined as Limited User Test) in accordance with the criteria set forth in Section J attachment entitled Flat Zone Performance Criteria for JLENS SDD Contract, Section H-19(c), dated 12/11/13. (It is hereby acknowledged by the government that Raytheon completed the requirement for this flat zone and earned a "Flat Zone" schedule incentive of [REDACTED] or [REDACTED] % of the available [REDACTED]. Final determination of incentive fee payment utilizing the "Flat Zone" amount will be made at the conclusion of the contract.)

(b)(4)

(b)(4)

(b)(4)

(i) \$ [REDACTED] [REDACTED] % of the maximum benefit of the "flat zone", earned by the conduct of the Final Functional Configuration Audit (FCA) in accordance with the criteria set forth in Section J attachment entitled Flat Zone Performance Criteria for JLENS SDD Contract, Section H-19(c), dated 12/11/13.

(b)(4)

(2) For Earned Value and cost reporting purposes, the target cost value of [REDACTED] will be used.

(b)(4)

6. SECTION J - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

The following has been revised:

<u>TITLE</u>	<u>DATE</u>	<u># OF PAGES</u>
Contract Security Classification Specification (DD Form 254), Revision 13 (Added per Modification P00235)	14 Apr 11	13
JLENS Software Source Code Specifically Negotiated License, License Number JLENS-SWLA-01 (Added per Modification P00166)	04 Sep 08	8
<u>CLIN 0017:</u>		
JLENS System Development and Demonstration (SDD) Program Statement of Work (Revised by Incorporating CSDR Plans dated 20 Febr 2007 in Appendix C per Modification P00136)	30 Nov 06 - Revised 20 Feb 07	37
JLENS System Development and Demonstration (SDD) Program Statement of Work (Added per Modification P00187)	Revised 06 Apr 09	38
JLENS System Development and Demonstration (SDD) Program Statement of Work, Revision 2 (Added per Modification P00207)	Revised 09 Mar 10	36
JLENS System Development and Demonstration (SDD) Program Statement of Work, Revision 3 (Added per Modification P00239)	Revised 01 Sep 11	36

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JLENS System Development and Demonstration (SDD) Program Statement of Work (Added per Modification P00240) Revised 26 Sep 11 36



(b)(3)(A)  
(i)&Title 10  
Sec 130 (a)(b)

Contract Data Requirements List (DD Form 1423) Exhibit A with Distribution List & Data Item Nos. B001 through B062 (Replace Data Item Nos. B026 and B027, only Per Modification P00136) (Replace Data Item Nos. B048 and B049, only Per Modification P00143 & to add statement in Section A of Modification P00143) (Replace Data Item No. B033 only, per Modification P00161)	01 Dec 06  Revised 05 Apr 07 Revised 24 Oct 07 Revised 11 Jul 08	63   1
Contract Data Requirements List (DD Form 1423) Exhibit A, Data Item Nos. B001 and B014 (Added per Modification P00187)	Revised 07 May 09	2
Contract Data Requirements List (DD Form 1423) Exhibit A, Data Item Nos. B002 through B062 (less B014 ) (Added per Modification P00187)	Revised 20 Mar 09	60
Contract Data Requirements List (DD Form 1423) Exhibit A, Data Item Nos. B001 and B014 (Added per Modification P00239)	Revised 30 Aug 11	2
Contract Data Requirements List (DD Form 1423) Exhibit A, Data Item Nos. B004 (Added per Modification P00257)	Revised 31 Jul 12	1

\*Added statement below to address weekends/Holidays: 24 October 07  
(In Mod P00143)

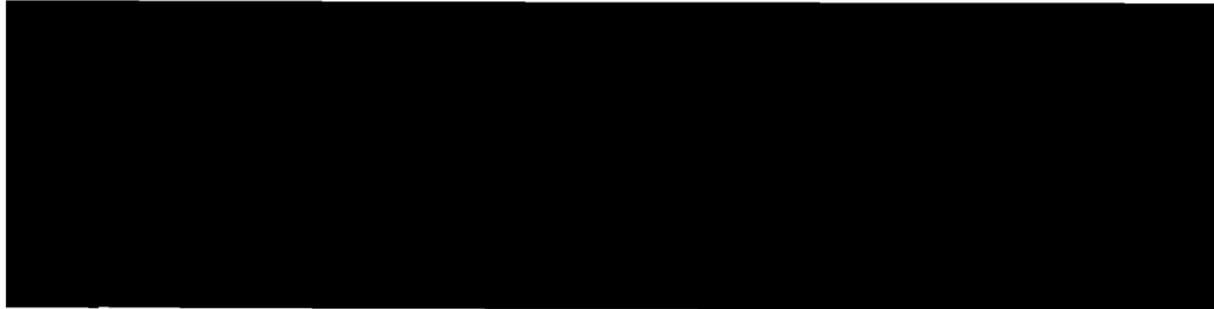
\*Per a mutual agreement between Raytheon and JLENS Product Office all Contract Data Requirements List (CDRL's) (DD Form 1423) are due on the next business day after the required due date if the due date falls on Saturday, Sunday or a Government Holiday. In addition, for any CDRL with a requirement to resubmit within 10 days or less after receipt of comments, where Raytheon receives the comments on a Friday, the timeframe for resubmittal will begin on the next business day. Statement added in Mod P00143 on 24 Oct. 2007.

GFE/GFP/GFS List for SDD	28 Nov 06	2
Replaced with Rev. B List	15 Oct 07	6
**Add items below	Revised 22 Oct 07	
For record-keeping purposes (Per Mod P00143)		
Replaced with Revision C List (Per Modification P00183)	09 Mar 09	12
Replaced with Revision D List (Per Modification P00207)	23 Feb 10	11

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\*\*Per the [REDACTED], Raytheon is authorized rent free use on a non-interference use of the equipment listed below for utilization on JLENS Fire Control Radar Prime Contract DASG60-98-C-0001 for the period from 19 April 2007 through 30 September 2011.

(b)(3)(A)  
(i)&Title  
10 Sec 130  
(a)(b)



(b)(3)(A)  
(i)&Title  
10 Sec  
130 (a)  
(b)

Hereby added in Mod P00148 for tracking purposes:

Originated in Basic Contract:

Government Furnished Equipment - Spiral 1

20 Jun 03 1 List

(Spiral 1 Equipment Transferred to Government

25 Mar 07\* 34 pages

Contract DASG60-00-C-0091, DD Form 1149 (attached)

(Revised 21 Nov 07)\* 34 pages

Ship to address:



(b)(3)(A)(i)&Title 10 Sec 130 (a)(b)

(b)(3)(A)

\*NOTE: Items 1-1060 transferred to Contract DASG60-00-C-0091 per revised GFE list dated 21 Nov 07. Items 1061 - 1116 GFE items retained on Contract DASG60-98-C-0001 for Spiral 2 per GFE list dated 25 Mar 07.

JLENS Performance Specification, MIS-PRF-55628, Revision A (Added by reference per Modification P00168)	27 Jun 08	136
Annex A to the JLENS Performance Specification, MIS-PRF-55628, Revision A (Added by reference per Modification P00168)	27 Jun 08	10
JLENS SDD DD250 Plan (Added per Modification P00207)	11 Dec 09	5
Engineering Change Proposal (ECP) MI-N3893, Revision 2, CDRL B039-005b	15 Nov 10	15
Engineering Change Proposal (ECP) MI-N3894, CDRL B039-006	18 Aug 10	16
Engineering Change Proposal (ECP) MI-N3895, CDRL B039-007	28 Sep 10	50
Engineering Change Proposal (ECP) JL1359 (Added per Modification P00240)	20 Jun 11	7
Flat Zone Performance Criteria for JLENS SDD Contract, Section H-19(c)	01 Nov 11	4

002869

(Added per Modification P00242)

Revised Flat Zone Performance Criteria for JLENS SDD  
Contract, Section H-19(c)  
(Added per Modification P00257) 10 Aug 12 7

**Revised Flat Zone Performance Criteria for JLENS SDD**  
**Contract, Section H-19(c)**  
**(Added per Modification P00274)** 11 Dec 13 2

Engineering Change Proposal (ECP) MI-P97774,  
CDRL B039-013  
(Added per Modification P00269) 04 Jun 13 16

Engineering Change Proposal (ECP) MI-N3898,  
CDRL B039-011  
(Added per Modification P00269) 16 May 12 32

Request for Deviation/Waiver – Electrostatic Discharge  
CDRL B059-013a  
(Added per Modification P00269) 21 Jun 13 16

CLINs 0023 and 0024

JLENS Simulation Support  
SOW dated 28 January 2008  
[REDACTED] 28 January 2008 2  
Simulation Support Tasks  
(Added per Mod P00160) (b)(3)(A)(i)&Title  
10 Sec 130 (a)(b)

CLIN 0025

JLENS Integrated Fire Control Demonstration Program  
Statement of Work, Revision 5  
(Added per Modification P00211) 14 Sep 09 3

JLENS Integrated Fire Control Demonstration Program  
Program and Technical Clarification Description,  
incorporated herein by reference  
(Added per Modification P00211) 30 Mar 10 26

Contract Data Requirements List (DD Form 1423)  
Exhibit B, Data Items Nos. B001 through B004, with  
Data Item Descriptions  
(Added per Modification P00165) 16 Oct 07 19

Contract Data Requirements List (DD Form 1423),  
CLIN 0028, Exhibit B, Data Item Nos. B001 through B006  
(Added per Modification P00211) 16 Jun 10 6

CLIN 0027

JLENS System Integration Lab (SIL)  
Equipment List Undated 6

002870

(Added per Modification P00196)

Revision to System Integration Lab (SIL)  
Equipment List  
(Added per Modification P00217)

02 Aug 10

6

(End of Summary of Changes)

002871

# AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1 CONTRACT ID CODE <b>V</b>	PAGE OF PAGES <b>1</b> / <b>8</b>
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2 AMENDMENT/MODIFICATION NO <b>P00275</b>	1 EFFECTIVE DATE <b>31 DEC 13</b>	4 REQUISITION/PURCHASE REQ NO SEE SCHEDULE	5 PROJECT NO (If applicable)
6 ISSUED BY USASMO/ARSTRAT SMOC-RDC PO BOX 1500 HUNTSVILLE AL 35897-3501		7 ADMINISTERED BY (If other than Item 6) DCM RAYTHEON 2 WAYSIDE AVE BURLINGTON MA 01803-0801	CODE

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) RAYTHEON COMPANY 250 LOWELL ST ANDOVER MA 01810-4100	9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED (SEE ITEM 11)
	X 10A. MOD. OF CONTRACT/ORDER NO. DA S680-88-C-0001
	X 10B. DATED (SEE ITEM 13) 30-Jan-1988

CODE 05716      FACILITY CODE

### 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of offer  is extended,  is not extended.

Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:  
 (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

### 13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT ORDERS IT MODIFIES THE CONTRACT ORDER NO. AS DESCRIBED IN ITEM 14.

- A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
- B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b);
- X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF FAR 52.243-2, Changes-Cost Reimbursement
- D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor  is not,  is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCP section headings, including solicitation/contract subject matter where feasible.)  
 Modification Control Number: XXXXXXXXXX  
 SEE PAGE 2

(b)(6)  
(b)

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

15A. NAME AND TITLE OF SIGNER <span style="background-color: black; color: black;">XXXXXXXXXX</span>	15A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) <span style="background-color: black; color: black;">XXXXXXXXXX</span>
15C. DATE SIGNED <b>13 JAN 13</b>	15C. DATE SIGNED <b>15 JAN 14</b>

(b)(6)

(b)  
(b)  
(b)(6)  
(b)

EXCEPTION TO SF 30  
APPROVED BY OIRM 11-84

30 105 04

STANDARD FORM 30 (Rev 10-83)  
Prescribed by GSA  
FAR (48 CFR) 53.243

002872

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

The following items are applicable to this modification:

SUMMARY OF CHANGES

1. SF 30 - BLOCK 14 CONTINUATION PAGE

The following have been added by full text:

PURPOSE

The purpose of this modification is:

To annotate final settlement of \$12,100,000 for Change Order Modification P00269, the associated three (3) month period of performance extension to 31 December 2013, with scope as provided in the contractor's letter, dated 3 December 2013, which confirmed (1) descope of [redacted] as well as packing of Orbit 1 SuS and 2 support for revised [redacted] System Test, and [redacted] support to cover SuS flyable storage through 31 December 2013. Target and estimated cost and fee values previously increased in Modification P00273 are hereby increased/decreased to reflect the final settlement.

(b)(3)(A)  
(i)&Title 10  
Sec 130 (a)  
(b)

To acknowledge that major equipment items comprising the two (2) orbits to be delivered under this contract will be accepted via DD250 on 19 December 2013 and subsequently provided as Government Furnished Property (GFP) and maintained under Contract W31P4Q-10-C-0003, JLENS Engineering Services. Accordingly, the contractor is hereby authorized rent-free, non-interference use of the JLENS orbits from the date of the DD250 through contract completion on 31 December 2013.

2. SECTION B - SUPPLIES OR SERVICES AND PRICES

SUBCLIN 0017AA:

The target cost has decreased by [redacted] from [redacted] to \$1,529,959,574.00 (which includes [redacted] of cost and [redacted] of facilities capital cost of money).

(b)(4)

The target fee has increased by \$ [redacted] from [redacted] to \$ [redacted]

(b)(4)

The total target cost plus fee of this line item \$1,666,517,965.00.

The target cost and target fee set forth above reflects the negotiated Section B values prior to any adjustments made resulting from estimated cost overruns and share ratio impacts to the fee. Any differences between the Estimated Cost values provided below and the Target Cost values provided above are as a result of estimated cost overruns. Any differences between the Estimated Fee values provided below and the Target Fee values provided above are a result of reductions based on current share ratio impacts to the Target Fee and do not include any allocation for yet to be earned incentives as set forth in Section H-19. As of the date of this modification, the estimated cost and estimated fee are as follows:

The Estimated Cost is [redacted] consisting of \$ [redacted] in cost and [redacted] in facilities capital cost of money.

(b)(4)

The Estimated Fee is [redacted]

Total Estimated Cost plus Fee is [redacted]

(b)(4)

(b)(4)

002873

Pursuant to FAR 16.405-1, the target cost and target fee will be finally determined and adjusted after contract performance.

**B-17. INCENTIVE FEE FOR SUBCLIN 0017AA/CLIN 0018 (SEE H-19):**

In accordance with FAR 52.216-10, entitled "Incentive Fee", the total amount originally negotiated, adjusted in accordance with paragraph d. of this clause, for target cost and target fee for performance under SubCLIN 0017AA/CLIN 0018 are set forth below:

Target Cost \$ [REDACTED]

(b)(4)

Target Fee \$ [REDACTED]

(b)(4)

Incentive Arrangement: Maximum Fee: [REDACTED]

Minimum Fee: [REDACTED]

(b)(4)

(b)(4)

(Share Ratio: Government/Contractor)

Underrun: [REDACTED] for the amount by which the total allowable cost is less than the target cost until maximum fee is attained.

(b)(4)

Overrun: [REDACTED] for the amount by which the total allowable cost exceeds the target cost until minimum fee is attained.

(b)(4)

FAR 52.216-10, INCENTIVE, paragraph (e)(1), is stated as follows:

(e) Fee Payable.

(1) The fee payable under this contract shall be the target fee increased by [REDACTED] if that the total allowable cost is less than the target cost or decreased by [REDACTED] if that the total allowable cost exceeds the target cost. In no event shall the fee be greater than [REDACTED] or less than [REDACTED] of the estimated cost.

(b)(4)

(b)(4)

(b)(4)

**B-18. ESTIMATED COST, ESTIMATED INCENTIVE FEE, MINIMUM INCENTIVE FEE, MAXIMUM INCENTIVE FEE, AND INCENTIVE ARRANGEMENT FOR SUBCLIN 0017AA/CLIN 0018:**

**SUBCLIN 0017AA – (Two SDD JLENS Systems)**

- a. Estimated cost: [REDACTED]
- b. Estimated fee: [REDACTED]
- c. Minimum incentive fee: [REDACTED]
- d. Maximum incentive fee: [REDACTED]
- e. Total estimated cost and estimated fee: **\$1,798,479,553**

(b)(4)

(b)(4)

(b)(4)

(b)(4)

**3. SECTION H – SPECIAL CONTRACT REQUIREMENTS is revised as follows:**

Paragraph H-19, INCENTIVE FEE STRUCTURE AND PAYMENT FOR CLIN 0017, SYSTEM DEVELOPMENT AND DEMONSTRATION (SDD), subparagraph a., b., and c., are revised as follows:

002874

a. General.

SubCLIN 0017AA, System Development and Demonstration (SDD), is a cost-plus-incentive-fee (CPIF) Line Item with cost and schedule incentives as described below. Paragraph H-19(b) applies only to the Cost Incentive and Paragraph H-19(c) applies only to the Schedule Incentive. The target contract price amount of \$1,666,517,965 includes a target cost [REDACTED] (which includes [REDACTED] of cost and [REDACTED] of facilities capital cost of money) and a target incentive fee of [REDACTED] which is [REDACTED] of target cost less facilities capital cost of money.

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

b. Cost Incentive.

(1) The target fee payable under SubCLIN 0017AA is [REDACTED] of the target cost less facilities capital cost of money [REDACTED], an amount equal to [REDACTED]

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

(2) The maximum fee payable under SubCLIN 0017AA is [REDACTED] of the target cost less facilities capital cost of money [REDACTED], an amount equal to [REDACTED]

(b)(4)

(3) The minimum fee payable under SubCLIN 0017AA is [REDACTED] of the target cost less facilities capital cost of money [REDACTED], an amount equal to [REDACTED]

(b)(4)

(4) Fee will be adjusted for actual cost that is less than or more than the target cost stated above using a share ratio of [REDACTED] Government / [REDACTED] Contractor for actual costs less than the target cost, and a ratio of [REDACTED] Government / [REDACTED] Contractor for actual costs greater than the target cost range applied according to Paragraph H-19(c)(1).

(b)(4)

(5) Nothing stated in this clause shall take precedence over the clause 52.216-10 - Incentive Fee contained in this contract.

c. Schedule and Performance Incentive.

(1) A [REDACTED] "flat zone" will be established at the target cost value [REDACTED] with the conduct of milestones below. The "flat zone" over which the contractor will earn target fee is for eligible costs from [REDACTED] to [REDACTED] once the program milestones set forth below are conducted. (Note: As of the effective date of Modification P00274, only [REDACTED] of the maximum [REDACTED] "flat zone" has been acknowledged as earned. The two flat spot incentive opportunities remaining have been projected to be earned at full value; however, if necessary, the estimated fee and total contract value will be adjusted should the remaining two flat spot incentives not be awarded at full value.)

(b)(4)

(b)(4)

(b)(4)

(b)(4)

(b)(4)

(a) [REDACTED] % of the maximum benefit of the "flat zone", earned by the conduct of the SDD System Functional Review NLT 2nd Quarter, Fiscal Year 2007. (It is hereby acknowledged by the government that Raytheon completed the requirement for this flat zone and earned the "Flat Zone" schedule incentive of [REDACTED]. Final determination of incentive fee payment utilizing the "Flat Zone" amount will be made at the conclusion of the contract. Reference letter, dated 5 March 2007 from [REDACTED]

(b)(4)

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

(b) [REDACTED] % of the maximum benefit of the "flat zone", earned by the conduct of SDD Orbit Critical Design review NLT 2nd Quarter, Fiscal Year 2009. (It is hereby acknowledged by the government that Raytheon completed the requirement for this flat zone and earned the "Flat Zone" schedule incentive of [REDACTED]. Final determination of incentive fee payment utilizing the "Flat Zone" amount will be made at the conclusion of the contract. Reference letter, dated 12 January 2009, from [REDACTED]

(b)(4)

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

(c) [REDACTED] % of the maximum benefit of the "flat zone", earned by the conduct of the Developmental Test I (DT-1) in accordance with the criteria set forth in Section J attachment entitled Flat Zone Performance Criteria for JLENS SDD Contract, Section H-19(c), dated 08/10/12. (It is hereby acknowledged by the government that Raytheon completed the requirement for this flat zone and earned a "Flat Zone" schedule incentive

(b)(4)

002875

of [redacted] or 8 [redacted] % of the available \$ [redacted]. Final determination of incentive fee payment utilizing the "Flat Zone" amount will be made at the conclusion of the contract.)

(b)(4)

(d) [redacted] of the maximum benefit of the "flat zone", earned by the conduct of the [redacted] Testing in accordance with the criteria set forth in Section J attachment entitled Flat Zone Performance Criteria for JLENS SDD Contract, Section H-19(c), dated 08/10/12. (It is hereby acknowledged by the government that Raytheon completed the requirement for this flat zone and earned a "Flat Zone" schedule incentive of [redacted] or [redacted] % of the available [redacted]. Final determination of incentive fee payment utilizing the "Flat Zone" amount will be made at the conclusion of the contract.)

(b)(4)

(b)(3)(A)  
(i)&Title  
10 Sec  
130 (a)

(b)(4)

(e) [redacted] of the maximum benefit of the "flat zone", earned by the conduct of the Integrated Fire Control Event in accordance with the criteria set forth in Section J attachment entitled Flat Zone Performance Criteria for JLENS SDD Contract, Section H-19(c), dated 08/10/12. (It is hereby acknowledged by the government that Raytheon completed the requirement for this flat zone and earned a "Flat Zone" schedule incentive of [redacted] or [redacted] % of the available [redacted]. Final determination of incentive fee payment utilizing the "Flat Zone" amount will be made at the conclusion of the contract.) \*NOTE: The potential has been decreased from [redacted] to [redacted] due to movement of the [redacted] incentive for [redacted].

(b)

(b)(4)

(b)(3)(A)(i)&Title 10 Sec 130 (a)(b)

(f) [redacted] % of the maximum benefit of the "flat zone", earned by the conduct of the Functional Configuration Audit (FCA) #1 in accordance with the criteria set forth in Section J attachment entitled Flat Zone Performance Criteria for JLENS SDD Contract, Section H-19(c), dated 08/10/12. \*Note: The potential has been increased from \$ [redacted] to [redacted] due to movement of the [redacted] incentive for [redacted].

(b)(4)

It is hereby acknowledged by the government that Raytheon completed the requirement for this flat zone and earned a "Flat Zone" schedule incentive of [redacted] or [redacted] % of the available \$ [redacted]. Final determination of incentive fee payment utilizing the "Flat Zone" amount will be made at the conclusion of the contract.)

(b)(3)  
(A)  
(i)&Title  
10 Sec  
130 (a)

(b)(4)

(b)(4)

(g) \$ [redacted] [redacted] % of the maximum benefit of the "flat zone", earned by the conduct of Developmental Test 2 (DT-2) in accordance with the criteria set forth in Section J attachment entitled Flat Zone Performance Criteria for JLENS SDD Contract, Section H-19(c), dated 08/10/12. (It is hereby acknowledged by the government that Raytheon completed the requirement for this flat zone and earned a "Flat Zone" schedule incentive of \$ [redacted] or [redacted] % of the available \$ [redacted]. Final determination of incentive fee payment utilizing the "Flat Zone" amount will be made at the conclusion of the contract.)

(b)(4)

(h) [redacted] of the maximum benefit of the "flat zone", earned by the conduct of the Early User Test (previously defined as Limited User Test) in accordance with the criteria set forth in Section J attachment entitled Flat Zone Performance Criteria for JLENS SDD Contract, Section H-19(c), dated 12/11/13. (It is hereby acknowledged by the government that Raytheon completed the requirement for this flat zone and earned a "Flat Zone" schedule incentive of [redacted] or [redacted] % of the available [redacted]. Final determination of incentive fee payment utilizing the "Flat Zone" amount will be made at the conclusion of the contract.)

(b)(4)

(b)(4)

(i) [redacted] % of the maximum benefit of the "flat zone", earned by the conduct of the Final Functional Configuration Audit (FCA) in accordance with the criteria set forth in Section J attachment entitled Flat Zone Performance Criteria for JLENS SDD Contract, Section H-19(c), dated 12/11/13.

(b)(4)

(2) For Earned Value and cost reporting purposes, the target cost value of [redacted] will be used.

(b)(4)

4. In consideration of the modification agreed to herein as complete equitable adjustment for Change Order Modification P00269, the associated three (3) month period of performance extension to 31 December 2013, and further de-scopes of [redacted] and displacement and packing of Orbit 1 SuS, as submitted via Raytheon letters JLENS SDD13-043, dated 18 September 2013, JLENS SDD13-045, dated 24 September 2013, JLENS SDD13-046, dated 30 September 2013, and JLENS SDD13-049, dated 03 December 2013, the contractor hereby

(b)(3)(A)  
(i)&Title 10  
Sec 130 (a)(b)

002876

releases the Government from any and all liability under this contract for further equitable adjustments attributable to such facts or circumstances giving rise to the request for adjustment.

(End of Summary of Changes)

002877

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

CONTRACT ID CODE: V PAGE OF PAGES: 1 | 7

2. AMENDMENT/MODIFICATION NO: **P00276** 3. EFFECTIVE DATE: **24 FEB 14** 4. REQUISITION/PURCHASE REQ. NO.: SEE SCHEDULE 5. PROJECT NO. (If applicable):

6. ISSUED BY: USASMDC/ARSTRAT, SMDC-RDC, PO BOX 1500, HUNTSVILLE AL 35807-3801 CODE: W9113M 7. ADMINISTERED BY (If other than item 6): DCM RAYTHEON, 2 WAYSIDE AVE, BURLINGTON MA 01803-0901 CODE:

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code): RAYTHEON COMPANY, 350 LOWELL ST, ANDOVER MA 01810-4400 9A. AMENDMENT OF SOLICITATION NO.: 9B. DATED (SEE ITEM 11): X 10A. MOD. OF CONTRACT/ORDER NO.: DASC60-98-C-0001 X 10B. DATED (SEE ITEM 13): 30-Jan-1998

CODE 05716 FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS  
 The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of offer  is extended,  is not extended.  
 Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:  
 (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)  
**See Schedule**

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT ORDERS.  
 IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

- A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
- B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).
- X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Section H Incentive Fee Clause and FAR 52.232-22, Limitation of Funds
- D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor  is not,  is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
 Modification Control Number: [REDACTED] (b)(6)  
 See Page 2. (b)(6)

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

15A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN: [REDACTED] 15B. NAME AND TITLE OF CONTRACTING OFFICER: [REDACTED] (b)(6)  
 15C. DATE SIGNED: 2/24/14 15D. DATE SIGNED: 24 Feb 14 (b)(6)  
 (Signature of person authorized to sign) (Signature of Contracting Officer)

002878

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

The following items are applicable to this modification:

SUMMARY OF CHANGES

1. SF 30 - BLOCK 14 CONTINUATION PAGE

The following have been added by full text:

PURPOSE

1) To acknowledge that Raytheon has completed the requirement for the Final Functional Configuration Audit (FCA) flat zone and earned a flat zone incentive of \$ [REDACTED] (b)(4)

2) To deobligate expiring funds in the amount of \$200.97 from SubCLIN 0017AH, ACRN KT.

2. SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was decreased by \$200.97 from \$2,030,105,908.36 to \$2,030,105,707.39.

SUBCLIN 0017AH:

KT: 21 8 2040 5I, 5I.68 P172419E555L 255Y 4M8J710600 S01021 4M8J710600/84MJLE/4M5 (CIN 00000000000000000000000000000000) was decreased by \$200.97 from \$173,798.00 to \$173,597.03

3. SECTION H - SPECIAL CONTRACT REQUIREMENTS is revised as follows:

Paragraph H-19, INCENTIVE FEE STRUCTURE AND PAYMENT FOR CLIN 0017, SYSTEM DEVELOPMENT AND DEMONSTRATION (SDD), subparagraph c., is revised as follows:

c. Schedule and Performance Incentive.

(1) A maximum [REDACTED] "flat zone" will be established at the target cost value of [REDACTED] with the conduct of milestones below. The "flat zone" over which the contractor will earn target fee is for eligible costs from [REDACTED] to [REDACTED] once the program milestones set forth below are conducted. (Note: As of the effective date of Modification P00276 [REDACTED] if the maximum \$ [REDACTED] "flat zone" has been acknowledged as earned. (b)(4) (b)(4)

(a) [REDACTED] of the maximum benefit of the "flat zone", earned by the conduct of the SDD System Functional Review NLT 2nd Quarter, Fiscal Year 2007. (It is hereby acknowledged by the government that Raytheon completed the requirement for this flat zone and earned the "Flat Zone" schedule incentive of [REDACTED] Final determination of incentive fee payment utilizing the "Flat Zone" amount will be made at the conclusion of the contract. Reference letter, dated 5 March 2007 from [REDACTED] (b)(4)

002879

(b) [redacted] of the maximum benefit of the "flat zone", earned by the conduct of SDD Orbit Critical Design review NLT 2nd Quarter, Fiscal Year 2009. (It is hereby acknowledged by the government that Raytheon completed the requirement for this flat zone and earned the "Flat Zone" schedule incentive of [redacted]. Final determination of incentive fee payment utilizing the "Flat Zone" amount will be made at the conclusion of the contract. Reference letter, dated 12 January 2009, from [redacted].

(b)(1)

(c) [redacted] % of the maximum benefit of the "flat zone", earned by the conduct of the Developmental Test 1 (DT-1) in accordance with the criteria set forth in Section J attachment entitled Flat Zone Performance Criteria for JLENS SDD Contract, Section H-19(c), dated 08/10/12. (It is hereby acknowledged by the government that Raytheon completed the requirement for this flat zone and earned a "Flat Zone" schedule incentive of \$ [redacted] or [redacted] % of the available [redacted]. Final determination of incentive fee payment utilizing the "Flat Zone" amount will be made at the conclusion of the contract.)

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

(b)(4)

(b)(4)

(d) [redacted] % of the maximum benefit of the "flat zone", earned by the conduct of the [redacted] Testing in accordance with the criteria set forth in Section J attachment entitled Flat Zone Performance Criteria for JLENS SDD Contract, Section H-19(c), dated 08/10/12. (It is hereby acknowledged by the government that Raytheon completed the requirement for this flat zone and earned a "Flat Zone" schedule incentive of \$ [redacted] or [redacted] % of the available \$ [redacted]. Final determination of incentive fee payment utilizing the "Flat Zone" amount will be made at the conclusion of the contract.)

(b)(3)(A)(i)&Title 10 Sec 130 (a)(b)

(b)(4)

(e) [redacted] % of the maximum benefit of the "flat zone", earned by the conduct of the Integrated Fire Control Event in accordance with the criteria set forth in Section J attachment entitled Flat Zone Performance Criteria for JLENS SDD Contract, Section H-19(c), dated 08/10/12. (It is hereby acknowledged by the government that Raytheon completed the requirement for this flat zone and earned a "Flat Zone" schedule incentive of \$ [redacted] or [redacted] % of the available [redacted]. \* Final determination of incentive fee payment utilizing the "Flat Zone" amount will be made at the conclusion of the contract.) \*NOTE: The potential has been decreased from \$ [redacted] to \$ [redacted] due to movement of the \$ [redacted] incentive for [redacted].

(b)(4)

(b)(4)

(b)(4)

(b)(3)(A)(i)&Title 10 Sec 130 (a)(b)

(f) \$ [redacted] \* [redacted] % of the maximum benefit of the "flat zone", earned by the conduct of the Functional Configuration Audit (FCA) #1 in accordance with the criteria set forth in Section J attachment entitled Flat Zone Performance Criteria for JLENS SDD Contract, Section H-19(c), dated 08/10/12. \*Note: The potential has been increased from [redacted] to [redacted] due to movement of the \$ [redacted] incentive for [redacted].

(b)(4)

(b)(4)

(It is hereby acknowledged by the government that Raytheon completed the requirement for this flat zone and earned a "Flat Zone" schedule incentive of \$ [redacted] or [redacted] % of the available [redacted]. Final determination of incentive fee payment utilizing the "Flat Zone" amount will be made at the conclusion of the contract.)

(b)(3)

(A)

(i)&Title (b)(4)

10 Sec

130 (a)

(b)

(b)(4)

(g) \$ [redacted] [redacted] % of the maximum benefit of the "flat zone", earned by the conduct of Developmental Test 2 (DT-2) in accordance with the criteria set forth in Section J attachment entitled Flat Zone Performance Criteria for JLENS SDD Contract, Section H-19(c), dated 08/10/12. (It is hereby acknowledged by the government that Raytheon completed the requirement for this flat zone and earned a "Flat Zone" schedule incentive of \$ [redacted] or [redacted] % of the available \$ [redacted]. Final determination of incentive fee payment utilizing the "Flat Zone" amount will be made at the conclusion of the contract.)

(b)(4)

(h) \$ [redacted] [redacted] % of the maximum benefit of the "flat zone", earned by the conduct of the Early User Test (previously defined as Limited User Test) in accordance with the criteria set forth in Section J attachment entitled Flat Zone Performance Criteria for JLENS SDD Contract, Section H-19(c), dated 12/11/13. (It is hereby acknowledged by the government that Raytheon completed the requirement for this flat zone and earned a "Flat Zone" schedule incentive of \$ [redacted] or [redacted] % of the available \$ [redacted]. Final determination of incentive fee payment utilizing the "Flat Zone" amount will be made at the conclusion of the contract.)

(b)(4)

(b)(4)

(i) \$ [redacted] [redacted] % of the maximum benefit of the "flat zone", earned by the conduct of the Final Functional Configuration Audit (FCA) in accordance with the criteria set forth in Section J attachment entitled Flat

002880

Zone Performance Criteria for JLENS SDD Contract, Section H-19(c), dated 12/11/13. **(It is hereby acknowledged by the government that Raytheon completed the requirement for this flat zone and earned a "Flat Zone" schedule incentive of [REDACTED] or [REDACTED] % of the available [REDACTED]. Final determination of incentive fee payment utilizing the "Flat Zone" amount will be made at the conclusion of the contract.)**

(b)(4)

(2) For Earned Value and cost reporting purposes, the target cost value of \$1,529,959,574 will be used.

4. SECTION J - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

The following has been revised:

<u>TITLE</u>	<u>DATE</u>	<u># OF PAGES</u>
Contract Security Classification Specification (DD Form 254), Revision 13 (Added per Modification P00235)	14 Apr 11	13
JLENS Software Source Code Specifically Negotiated License, License Number JLENS-SWLA-01 (Added per Modification P00166)	04 Sep 08	8
<u>CLIN 0017:</u>		
JLENS System Development and Demonstration (SDD) Program Statement of Work (Revised by Incorporating CSDR Plans dated 20 Febr 2007 in Appendix C per Modification P00136)	30 Nov 06 - Revised 20 Feb 07	37
JLENS System Development and Demonstration (SDD) Program Statement of Work (Added per Modification P00187)	Revised 06 Apr 09	38
JLENS System Development and Demonstration (SDD) Program Statement of Work, Revision 2 (Added per Modification P00207)	Revised 09 Mar 10	36
JLENS System Development and Demonstration (SDD) Program Statement of Work, Revision 3 (Added per Modification P00239)	Revised 01 Sep 11	36
JLENS System Development and Demonstration (SDD) Program Statement of Work (Added per Modification P00240)	Revised 26 Sep 11	36
[REDACTED]		
Contract Data Requirements List (DD Form 1423) Exhibit A with Distribution List & Data Item Nos. B001 through B062 (Replace Data Item Nos. B026 and B027, only Per Modification P00136)	01 Dec 06 Revised 05 Apr 07	63
(Replace Data Item Nos. B048 and B049, only)	Revised 24 Oct 07	

(b)(3)(A)  
(i)&Title 10 Sec  
130 (a)(b)

002881

Per Modification P00143 & to add statement in Section A of Modification P00143) (Replace Data Item No. B033 only, per Modification P00161)	Revised 11 Jul 08	1
Contract Data Requirements List (DD Form 1423) Exhibit A, Data Item Nos. B001 and B014 (Added per Modification P00187)	Revised 07 May 09	2
Contract Data Requirements List (DD Form 1423) Exhibit A, Data Item Nos. B002 through B062 (less B014 ) (Added per Modification P00187)	Revised 20 Mar 09	60
Contract Data Requirements List (DD Form 1423) Exhibit A, Data Item Nos. B001 and B014 (Added per Modification P00239)	Revised 30 Aug 11	2
Contract Data Requirements List (DD Form 1423) Exhibit A, Data Item Nos. B004 (Added per Modification P00257)	Revised 31 Jul 12	1

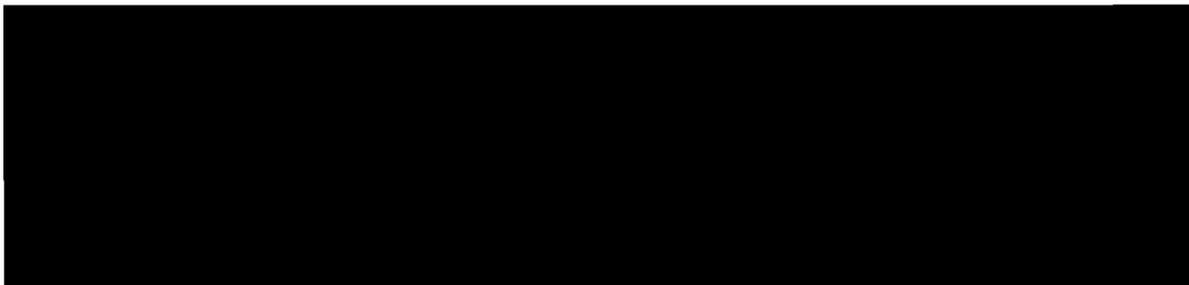
\*Added statement below to address weekends/Holidays: 24 October 07  
(In Mod P00143)

\*Per a mutual agreement between Raytheon and JLENS Product Office all Contract Data Requirements List (CDRL's) (DD Form 1423) are due on the next business day after the required due date if the due date falls on Saturday, Sunday or a Government Holiday. In addition, for any CDRL with a requirement to resubmit within 10 days or less after receipt of comments, where Raytheon receives the comments on a Friday, the timeframe for resubmittal will begin on the next business day. Statement added in Mod P00143 on 24 Oct. 2007.

GFE/GFP/GFS List for SDD	28 Nov 06	2
Replaced with Rev. B List	15 Oct 07	6
**Add items below For record-keeping purposes (Per Mod P00143)	Revised 22 Oct 07	
Replaced with Revision C List (Per Modification P00183)	09 Mar 09	12
Replaced with Revision D List (Per Modification P00207)	23 Feb 10	11

(b)(3)(A)(i)&Title 10 Sec 130 (a)(b)

\*\*Per the [REDACTED] Raytheon is authorized rent free use on a non-interference use of the equipment listed below for utilization on JLENS Fire Control Radar Prime Contract DASG60-98-C-0001 for the period from 19 April 2007 through 30 September 2011.



(b)(3)(A)  
(i)&Title 10  
Sec 130 (a)  
(b)

002882



(b)(3)(A)  
(i)&Title 10  
Sec 130 (a)(b)

Hereby added in Mod P00148 for tracking purposes:

Originated in Basic Contract:

Government Furnished Equipment - Spiral 1

20 Jun 03 1 List

(Spiral 1 Equipment Transferred to Government

25 Mar 07\* 34 pages

Contract DASG60-00-C-0091, DD Form 1149 (attached)

(Revised 21 Nov 07)\* 34 pages



Ship to address:

(b)(6)



(b)(3)(A)(i)&Title 10 Sec 130 (a)(b)

\*NOTE: Items 1-1060 transferred to Contract DASG60-00-C-0091 per revised GFE list dated 21 Nov 07. Items 1061 - 1116 GFE items retained on Contract DASG60-98-C-0001 for Spiral 2 per GFE list dated 25 Mar 07.

JLENS Performance Specification, MIS-PRF-55628, Revision A (Added by reference per Modification P00168)	27 Jun 08	136
Annex A to the JLENS Performance Specification, MIS-PRF-55628, Revision A (Added by reference per Modification P00168)	27 Jun 08	10
JLENS SDD DD250 Plan (Added per Modification P00207)	11 Dec 09	5
Engineering Change Proposal (ECP) MI-N3893, Revision 2, CDRL B039-005b	15 Nov 10	15
Engineering Change Proposal (ECP) MI-N3894, CDRL B039-006	18 Aug 10	16
Engineering Change Proposal (ECP) MI-N3895, CDRL B039-007	28 Sep 10	50
Engineering Change Proposal (ECP) JL1359 (Added per Modification P00240)	20 Jun 11	7
Flat Zone Performance Criteria for JLENS SDD Contract, Section H-19(c) (Added per Modification P00242)	01 Nov 11	4
Revised Flat Zone Performance Criteria for JLENS SDD Contract, Section H-19(c) (Added per Modification P00257)	10 Aug 12	7
<b>Revised Flat Zone Performance Criteria for JLENS SDD Contract, Section H-19(c) (Added per Modification P00276)</b>	<b>05 Feb 14</b>	<b>2</b>
Engineering Change Proposal (ECP) MI-P97774, CDRL B039-013	04 Jun 13	16

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(Added per Modification P00269)

Engineering Change Proposal (ECP) MI-N3898,  
CDRL B039-011 16 May 12 32  
(Added per Modification P00269)

Request for Deviation/Waiver – Electrostatic Discharge  
CDRL B059-013a 21 Jun 13 16  
(Added per Modification P00269)

CLINs 0023 and 0024

JLENS Simulation Support 28 January 2008 2  
SOW dated 28 January 2008  
[REDACTED] (b)(3)(A)(i)&Title 10  
Simulation Support Tasks Sec 130 (a)(b)  
(Added per Mod P00160)

CLIN 0025

JLENS Integrated Fire Control Demonstration Program 14 Sep 09 3  
Statement of Work, Revision 5  
(Added per Modification P00211)

JLENS Integrated Fire Control Demonstration Program 30 Mar 10 26  
Program and Technical Clarification Description,  
incorporated herein by reference  
(Added per Modification P00211)

Contract Data Requirements List (DD Form 1423) 16 Oct 07 19  
Exhibit B, Data Items Nos. B001 through B004, with  
Data Item Descriptions  
(Added per Modification P00165)

Contract Data Requirements List (DD Form 1423), 16 Jun 10 6  
CLIN 0028, Exhibit B, Data Item Nos. B001 through B006  
(Added per Modification P00211)

CLIN 0027

JLENS System Integration Lab (SIL) Undated 6  
Equipment List  
(Added per Modification P00196)

Revision to System Integration Lab (SIL) 02 Aug 10 6  
Equipment List  
(Added per Modification P00217)

(End of Summary of Changes)

002884

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

1 CONTRACT ID CODE **V** PAGE OF PAGES  
1 12

2 AMENDMENT/MODIFICATION NO **P00227** 3 EFFECTIVE DATE **03 MAR 14** 4 REQUISITION/PURCHASE REQ NO  
SEE SCHEDULE 5 PROJECT NO (If applicable)

6 ISSUED BY CODE **WB113M** 7 ADMINISTERED BY (If other than Item 6) CODE  
 UGASMO/CA/STRAT  
 BMDG-RDC  
 PO BOX 1500  
 HUNTSVILLE AL 35897-3501  
 OCM RAYTHEON  
 2 WAYSIDE AVE  
 BURLINGTON MA 01803-0801

8 NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)  
 RAYTHEON COMPANY  
 380 LOWELL ST  
 ANDOVER MA 01810-4400  
 9A AMENDMENT OF SOLICITATION NO  
 9B DATED (SEE ITEM 11)  
 X 10A MOD OF CONTRACT/ORDER NO  
**DASG80-98-C-0001**  
 10B DATED (SEE ITEM 13)  
 X **30-Jan-1998**

CODE **05718** FACILITY CODE

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer  is extended,  is not extended.  
 Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:  
 (a) By completing Item 14 and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted;  
 or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE  
 RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN  
 REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter,  
 provided such telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12 ACCOUNTING AND APPROPRIATION DATA (If required)  
**See Schedule**

**13 THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS  
 IT MODIFIES THE CONTRACT/ORDER NO AS DESCRIBED IN ITEM 14.**

A THIS CHANGE ORDER IS ISSUED PURSUANT TO (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE  
 CONTRACT ORDER NO. IN ITEM 10A  
 B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying  
 office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B)  
 X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF  
 FAR 52.232-2, Limitation of Funds and Mutual Agreement  
 D OTHER (Specify type of modification and authority)

E IMPORTANT: Contractor  is not,  is required to sign this document and return 1 copies to the issuing office

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter  
 where feasible.)  
 Modification Control Number: **[REDACTED]**  
**SEE PAGE 2.**

(b)(6)

(b)(6)

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

15A NAME AND TITLE OF SIGNER [REDACTED]	15B NAME AND TITLE OF CONTRACTING OFFICER (Type or print) [REDACTED]
15C DATE SIGNED <b>7 MAR 14</b>	15D DATE SIGNED <b>3/7/14</b> (b)(6)

(b)(6)  
(b)(6)

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

The following items are applicable to this modification:

SUMMARY OF CHANGES

1. SF 30 - BLOCK 14 CONTINUATION PAGE

The following have been added by full text:

PURPOSE

The purpose of this modification is to increase the estimated contract value of SubCLIN 0017AA by \$5,384,750.00 due to a cost overrun and to provide incremental funding in the amount of \$5,384,750.00.

- The total estimated contract value is increased in the amount of \$5,384,750.00
- Incremental funding for SUBCLIN 0017AA is increased in the amount of \$5,384,750.00

2. SECTION A - SOLICITATION/CONTRACT FORM

The total cost of this contract was increased by \$5,384,750.00 from \$2,036,228,000.00 to \$2,041,612,750.00.

3. SECTION B - SUPPLIES OR SERVICES AND PRICES

SUBCLIN 0017AA:

The estimated cost has increased by [REDACTED] from [REDACTED] to [REDACTED] (b)(4)

The estimated fee has decreased by [REDACTED] from [REDACTED] to \$ [REDACTED] (b)(4)

The total estimated cost plus fee of this line item has increased by \$5,384,750.00 from \$1,798,479,553.00 to \$1,803,864,303.00.

This includes an increase in estimated cost of [REDACTED] consisting of a [REDACTED] increase in cost and a [REDACTED] increase in facilities capital cost of money, and a decrease in estimated fee of [REDACTED] (b)(4)

The target cost and target fee set forth below reflects the negotiated Section B values prior to any adjustments made resulting from estimated cost overruns and share ratio impacts to the fee. Any differences between the Estimated Cost values provided above and the Target Cost values provided below are as a result of estimated cost overruns. Any differences between the Estimated Fee values provided above and the Target Fee values provided below are a result of reductions based on current share ratio impacts to the Target Fee and only reflect to date earned incentives as set forth in Section H-19. As of the date of this modification, the target cost and target fee are as follows:

The target cost is [REDACTED]

The target fee is [REDACTED] (b)(4)

Total target cost plus fee is \$1,666,517,965.00. (b)(4)

002886

Pursuant to FAR 16.405-1, the target cost and target fee will be finally determined and adjusted after contract performance.

CLIN 0030 :

The total cost of this line item has increased by [REDACTED] from [REDACTED] to \$212,634,877.34. (b)(4)

**SUBCLIN 003016 is added as follows:**

<u>ITEM NO</u>	<u>SUPPLIES/SERVICES</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
003016	<b>GFEBs Funding for SubCLIN 0017AA</b> <b>CPIF</b> <b>FOB: Destination</b> <b>PURCHASE REQUEST NUMBER: 0010480915</b>				
	<b>ACRN NB</b> <b>CIN: GFEBs001048091500001</b>				<b>\$5,384,750</b>

As stated in Modification P00251, CLIN 0030 has been established for the sole purpose of obligating GFEBs funding for performance of SubCLIN 0017AA. The value of CLIN 0030 equates to the amount of GFEBs funding obligated for performance of SubCLIN 0017AA and should not be considered additional contract value. Informational SubCLINs under CLIN 0030 will be established each time additional GFEBs funding is obligated. CLIN 0030 and its SubCLINs will not be segregated from SubCLIN 0017AA, identified, accounted for, analyzed, or reported separately from SubCLIN0017, including EVMS. All scope remains under SubCLIN 0017AA with associated incentive events and flat zones.

**B-17. INCENTIVE FEE FOR SUBCLIN 0017AA/CLIN 0018 (SEE H-19):**

In accordance with FAR 52.216-10, entitled "Incentive Fee", the total amount originally negotiated, adjusted in accordance with paragraph d. of this clause, for target cost and target fee for performance under SubCLIN 0017AA/CLIN 0018 are set forth below:

Target Cost	[REDACTED]	(b)(4)	(b)(4)
Target Fee	[REDACTED]	(b)(4)	(b)(4)
Incentive Arrangement: Maximum Fee:	[REDACTED]		(b)(4)
Minimum Fee:	[REDACTED]		(b)(4)

(Share Ratio: Government/Contractor)

Underrun: [REDACTED] for the amount by which the total allowable cost is less than the target cost until maximum fee is attained. (b)(4) (b)(4)

Overrun: [REDACTED] for the amount by which the total allowable cost exceeds the target cost until minimum fee is attained. (b)(4) (b)(4)

FAR 52.216-10, INCENTIVE, paragraph (e)(1), is stated as follows:

(e) Fee Payable. (b)(4)

(1) The fee payable under this contract shall be the target fee increased by [REDACTED] that the total allowable cost is less than the target cost or decreased by [REDACTED] that the total allowable cost exceeds [REDACTED] (b)(4) (b)(4)

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the target cost. In no event shall the fee be greater than [REDACTED] or less than [REDACTED] of the estimated cost. (b)(4)

B-18. ESTIMATED COST, ESTIMATED INCENTIVE FEE, MINIMUM INCENTIVE FEE, MAXIMUM INCENTIVE FEE, AND INCENTIVE ARRANGEMENT FOR SUBCLIN 0017AA/CLIN 0018:

SUBCLIN 0017AA - (Two SDD JLENS Systems)

- a. Estimated cost: [REDACTED] (b)(4)
- b. Estimated fee: [REDACTED] (b)(4)
- c. Minimum incentive fee: [REDACTED] (b)(4)
- d. Maximum incentive fee: [REDACTED] (b)(4)
- e. Total estimated cost and estimated fee: **\$1,803,864,303** (b)(4)

4. SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by **\$5,384,750.00** from **\$2,030,105,908.36** to **\$2,035,490,658.36**.

**SUBCLIN 003016:**

**Funding on SUBCLIN 003015 is initiated as follows:**

**ACRN: NB**

**CIN: GFEB001048091500001**

**Acctng Data: 02120142015204000001171722550030003242A.0016122.1.1 6100.9000021001**

**Increase: \$5,384,750.00**

**Total: \$5,384,750.00**

**Cost Code: A5XFJ**

**Estimated Cost, Estimated Fee, and total for the above increase of \$5,384,750.00 is distributed as follows and includes an increase in estimated cost of [REDACTED] of cost and [REDACTED] of facilities (b)(4) capital cost of money) and a decrease in estimated fee of [REDACTED] (b)(4)**

Estimated Cost	[REDACTED]
Estimated Fee	[REDACTED]
<b>Total</b>	<b>\$5,384,750.00</b>

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

IMPLEMENTATION OF AND EXPLANATION OF THE RELATIONSHIP OF THE LIMITATION OF FUNDS (LOF) CLAUSE TO FEE OBLIGATIONS, subparagraph c., is revised to read as follows:

002888

SUBCLIN 0017AA :	<u>PRIOR</u>	<u>MODIFICATION</u>	<u>CUMULATIVE TOTAL*</u>	
(1) Amount Required for Full Funding,				
Including Fee:	[REDACTED]	[REDACTED]	\$ 1,803,864,303.00	(b)(4)
(2) Amount Allotted Under the LOF Clause for Payment of Costs:	[REDACTED]	[REDACTED]	[REDACTED]	(b)(4)
(3) Amount Separately Obligated for Payment of Fee:	[REDACTED]	[REDACTED]	[REDACTED]	(b)(4)
(4) Total Amount Allotted and Obligated:	\$1,798,471,303.00	\$ 5,384,750.00	\$1,803,856,053.00	
(5) Net Amount Required for Full Funding	\$ 8,250.00	\$ 0.00	\$ 8,250.00	

\*These figures take into consideration the negotiated total value of SubCLIN 0017AA (This does not include SubCLIN 17AH)

5. The following is an update to Modification P00273 showing a summary of funding by ACRN through Modification P00277:

<u>ACRN</u>	<u>FUNDING</u>
AA	\$440,100.00
AB	\$2,298,235.00
AC	\$17,832,987.00
AD	\$0.00
AE	\$7,500,000.00
AF	\$3,300,000.00
AG	\$17,192,400.00
AH	\$700,000.00
AJ	\$200,000.00
AK	\$85,000.00
AL	\$45,000.00
AM	\$17,045,000.00
AN	\$5,800.00
AP	\$20,779,000.00
AQ	\$105,000.00
AR	\$35,000.00
AS	\$0.00
AT	\$6,984,678.52
AU	\$7,970,000.00
AV	\$0.00
AW	\$100,000.00
AX	\$3,396,000.00
AY	\$550,000.00
AZ	\$19,412,000.00
BA	\$24,527,878.00
BB	\$146,000.00
BC	\$72,000.00
BD	\$85,000.00

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BE	\$100,000.00
BF	\$100,000.00
BG	\$1,975,321.00
BH	\$38,018,908.00
BJ	\$7,896,673.34
BK	\$260,000.00
BL	\$0.00
BM	\$125,000.00
BN	\$103,000.00
BP	\$10,199,288.50
BU	\$350,000.00
BV	\$9,000.00
BW	\$84,896,852.00
BX	\$1,146,000.00
BY	\$3,880,000.00
BZ	\$190,000.00
KL	\$118,250.00
KM	\$192,793,000.00
KN	\$0.00
KQ	\$92,811.00
KR	\$0.00
KS	\$0.00
KT	\$386,377,998.00
KU	\$2,203,183.00
KV	\$65,000.00
KW	\$20,000.00
KX	\$60,000.00
KY	\$25,000.00
KZ	\$25,000.00
LA	\$13,508.00
LB	\$12,500.00
LC	\$200,000.00
LD	\$7,943,648.00
LE	\$1,173,850.00
LF	\$10,000.00
LG	\$62,000.00
LH	\$400,000.00
LJ	\$7,476.00
LK	\$281,575,897.00
LL	\$173,798.00
LM	\$1,410,376.00
LN	\$630,061.00
LP	\$83,200.00
LQ	\$235,566.00
LR	\$125,000.00
LS	\$6,069,616.00
LT	\$530,377.00
LU	\$9,100,000.00
LV	\$1,957,265.00
LW	\$255,567.00

002890

LX	\$68,000.00
LY	\$264,807,424.52
LZ	\$1,751,384.00
MA	\$2,982,442.00
MB	\$375,000.00
MC	\$2,283,481.00
MD	\$8,573.00
ME	\$0.00
MF	\$270,907,822.39
MG	\$6,262,095.00
MH	\$213,390.00
MJ	\$858,495.00
MK	\$56,076.00
ML	\$116,044.00
MM	\$1,618,600.00
MN	\$2,573,000.00
MP	\$250,000.00
MQ	\$691,421.00
MR	\$0.00
MS	\$700,000.00
MT	\$16,289,524.00
MU	\$6,296,414.00
MV	\$39,921,199.75
MW	\$10,000,000.00
MX	\$146,160,158.63
MY	\$18,327.00
MZ	\$48,989,968.71
NA	\$12,100,000.00
<b>NB</b>	<b>\$5,384,750.00</b>

6. The following is an update to Modification P00273 showing a summary of funding by CLIN by ACRN through Modification P00277:

<u>CLIN</u>	<u>ACRN</u>	<u>FUNDING AMT</u>	<u>CLIN TOTAL</u>
CLIN 0001	AA	440,100.00	
CLIN 0001	AD	0.00	
			440,100.00
CLIN 0003	AB	2,298,235.00	
CLIN 0003	AC	17,832,987.00	
CLIN 0003	AD	0.00	
CLIN 0003	AE	7,500,000.00	
CLIN 0003	AF	3,300,000.00	
CLIN 0003	AG	17,192,400.00	
CLIN 0003	AH	700,000.00	
CLIN 0003	AM	17,045,000.00	
CLIN 0003	AN	5,800.00	
CLIN 0003	AP	20,779,000.00	

002891

CLIN 0003	AS	0.00	
CLIN 0003	AT	6,984,678.52	
CLIN 0003	AW	100,000.00	
CLIN 0003	AY	550,000.00	
			<u>94,288,100.52</u>
CLIN 0005	BA	24,527,878.00	
CLIN 0005	BB	146,000.00	
CLIN 0005	BC	72,000.00	
CLIN 0005	BD	85,000.00	
CLIN 0005	BE	100,000.00	
CLIN 0005	BF	100,000.00	
CLIN 0005	BG	1,975,321.00	
CLIN 0005	BH	38,018,908.00	
CLIN 0005	BL	0.00	
CLIN 0005	BZ	0.00	
			<u>65,025,107.00</u>
CLIN 0007AA	BP	10,199,288.50	
			<u>10,199,288.50</u>
CLIN 0009AA	AQ	45,106.00	
CLIN 0009AA	AV	0.00	
CLIN 0009AA	BK	256,545.00	
CLIN 0009AA	BM	125,000.00	
CLIN 0009AA	BN	21,315.00	
			<u>447,966.00</u>
CLIN 0009AB	AJ	200,000.00	
CLIN 0009AB	AK	85,000.00	
CLIN 0009AB	AL	45,000.00	
CLIN 0009AB	AQ	59,894.00	
CLIN 0009AB	AR	35,000.00	
CLIN 0009AB	BK	3,455.00	
CLIN 0009AB	BN	81,685.00	
CLIN 0009AB	BU	350,000.00	
CLIN 0009AB	BV	9,000.00	
			<u>869,034.00</u>
CLIN 0013	AU	7,970,000.00	
CLIN 0013	AX	3,396,000.00	
CLIN 0013	AY	0.00	
CLIN 0013	AZ	19,412,000.00	
CLIN 0013	BJ	7,896,673.34	
			<u>38,674,673.34</u>
CLIN 0017	BW	0.00	

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CLIN 0017	KM	0.00	<u>0.00</u>
CLIN 0017AA	BY	3,880,000.00	
CLIN 0017AA	BX	1,146,000.00	
CLIN 0017AA	BW	84,896,852.00	
CLIN 0017AA	BZ	0.00	
CLIN 0017AA	KM	192,793,000.00	
CLIN 0017AA	KN	0.00	
CLIN 0017AA	KQ	66,151.00	
CLIN 0017AA	KS	0.00	
CLIN 0017AA	KT	386,204,200.00	
CLIN 0017AA	KU	2,203,183.00	
CLIN 0017AA	KY	0.00	
CLIN 0017AA	LC	200,000.00	
CLIN 0017AA	LD	7,943,648.00	
CLIN 0017AA	LE	0.00	
CLIN 0017AA	LH	400,000.00	
CLIN 0017AA	IJ	7,476.00	
CLIN 0017AA	LK	281,575,897.00	
CLIN 0017AA	LQ	235,566.00	
CLIN 0017AA	LS	6,069,616.00	
CLIN 0017AA	LT	530,377.00	
CLIN 0017AA	LU	\$9,100,000.00	
CLIN 0017AA	LV	\$1,957,265.00	
CLIN 0017AA	LW	\$255,567.00	
CLIN 0017AA	LX	\$68,000.00	
CLIN 0017AA	LY	\$264,807,424.52	
CLIN 0017AA	MB	\$375,000.00	
CLIN 0017AA	MC	\$2,283,481.00	
CLIN 0017AA	MD	\$8,573.00	
CLIN 0017AA	ME	\$0.00	
CLIN 0017AA	MF	\$270,907,822.39	
CLIN 0017AA	MH	\$213,390.00	
CLIN 0017AA	MJ	\$858,495.00	
CLIN 0017AA	MK	\$56,076.00	
CLIN 0017AA	ML	\$116,044.00	
CLIN 0017AA	MM	\$1,618,600.00	
CLIN 0017AA	MN	\$2,573,000.00	
CLIN 0017AA	MP	\$250,000.00	
CLIN 0017AA	MQ	\$691,421.00	
CLIN 0017AA	MR	\$0.00	
CLIN 0017AA	MS	\$700,000.00	
CLIN 0017AA	MT	\$16,289,524.00	

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CLIN 0017AA	MV	\$39,921,199.75	
CLIN 0017AA	MW	\$10,000,000.00	
CLIN 0017AA	MX	\$146,160,158.63	
CLIN 0017AA	MY	\$18,327.00	
CLIN 0017AA	MZ	\$48,989,968.71	
CLIN 0017AA	NA	\$12,100,000.00	
<b>CLIN 0017AA</b>	<b>NB</b>	<b>\$5,384,750.00</b>	
			<b>1,803,856,053.00</b>
CLIN 0017AB	KL	118,250.00	
			118,250.00
CLIN 0017AC	BZ	190,000.00	
			190,000.00
CLIN 0017AD	KN	0.00	
CLIN 0017AD	KS	0.00	
			0.00
CLIN 0017AE	LL	173,798.00	
			173,798.00
CLIN 0017AH	KT	173,798.00	
			173,798.00
CLIN 0020AA	KN	0.00	
CLIN 0020AA	KQ	26,660.00	
			26,660.00
CLIN 0021AA	KW	0.00	
			0.00
CLIN 0021AB	KV	0.00	
CLIN 0021AB	LB	0.00	
CLIN 0021AB	KX	0.00	
CLIN 0021AB	KY	0.00	
			0.00
CLIN 0021AC	KZ	0.00	
CLIN 0021AC	LA	0.00	
			0.00
CLIN 0022	KW	0.00	

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			<u>0.00</u>
CLIN 0023	KX	60,000.00	
CLIN 0023	KY	25,000.00	
CLIN 0023	KV	65,000.00	
CLIN 0023	LB	12,500.00	
CLIN 0023	LF	10,000.00	
CLIN 0023	LR	\$125,000.00	
			<u>297,500.00</u>
CLIN 0024	LA	13,508.00	
CLIN 0024	LG	62,000.00	
CLIN 0024	KZ	25,000.00	
CLIN 0024	KW	20,000.00	
CLIN 0024	LP	83,200.00	
			<u>203,708.00</u>
CLIN 0025	LE	1,173,850.00	
CLIN 0025	LM	1,080,404.00	
CLIN 0025	MA	0.00	
			<u>2,254,254.00</u>
CLIN 0026	LN	630,061.00	
			<u>630,061.00</u>
CLIN 0027	LZ	1,751,384.00	
			<u>1,751,384.00</u>
CLIN 0028	LM	329,972.00	
CLIN 0028	MA	2,982,442.00	
CLIN 0028	MG	6,262,095.00	
CLIN 0028	MU	\$6,296,414.00	
			<u>15,870,923.00</u>
CLIN 003001*	MX	52,974,283.00	
CLIN003002*	MX	719,132.00	
CLIN 000303*	MX	5,747.00	
CLIN 000304*	MX	16,000,000.00	
CLIN 000305*	MX	16,000,000.00	
CLIN 003006*	MX	38,000,000.00	
CLIN 003007*	MX	1,096,196.00	
CLIN 003008*	MX	14,000,000.00	
CLIN 003009*	MZ	21,000,000.00	
CLIN 003010*	MZ	20,250,863.19	
CLIN 003011*	MX	3,851,327.34	

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CLIN 003012*	MZ	7,739,105.52	_____
CLIN 003013*	MX	2,268,109.52	_____
CLIN 003014*	MX	1,245,363.77	_____
CLIN 003015*	NA	12,100,000.00	_____
<b>CLIN 003016*</b>	<b>NB</b>	<b>5,384,750.00</b>	_____
			<b><u>212,634,877.34</u></b>

\* CLIN 0030 has been established for the sole purpose of obligating GFEBs funding for performance of SubCLIN 0017AA. Informational SubCLINs under CLIN 0030 will be established each time additional GFEBs funding is obligated. For purposes of this funding update, funding obligated under CLIN 0030 will also be reflected under SubCLIN 0017AA and should not be counted twice with regards to the total contract funding obligated.

7. In consideration of the modification agreed to herein as complete equitable adjustment for the contract overrun identified by the contractor on 13 February 2014 in the document titled JLENS Funding Supporting Documentation, the contractor hereby releases the government from any and all liability under this contract for further equitable adjustments attributable to such facts or circumstances giving rise to the request for adjustment.

(End of Summary of Changes)

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