

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
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	
			<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	

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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	
<b>CLIN 0017AA</b>	<b>MM</b>	<b>\$1,618,600.00</b>	
<b>CLIN 0017AA</b>	<b>MN</b>	<b>\$2,087,000.00</b>	
			<b>1,512,777,909.26</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	

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)

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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
USASMOG/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 CONTRACT/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] (b)(6)		
CONTRACTOR/OFFEROR		15C. DATE SIGNED	16B. UNITED STATES OF AMERICA		16C. DATE SIGNED
(Signature of person authorized to sign)			[REDACTED] (b)(6)		29-Aug-2011 (b)(6)
			(Signature of Contracting Officer)		

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 :

	PRIOR	THIS MODIFICATION	CUMULATIVE TOTAL*
(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:

ACRN	FUNDING
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

002262

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
2. 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	
USASMD/ARSTRAT SMD/ARSTRAT PO BOX 1500 HUNTSVILLE AL 35807-3601	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 52.243-2, 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) (b)(7)
(Signature of person authorized to sign)			(Signature of Contracting Officer)		14-Sep-2011

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]

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-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 / 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). (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) (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
<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>

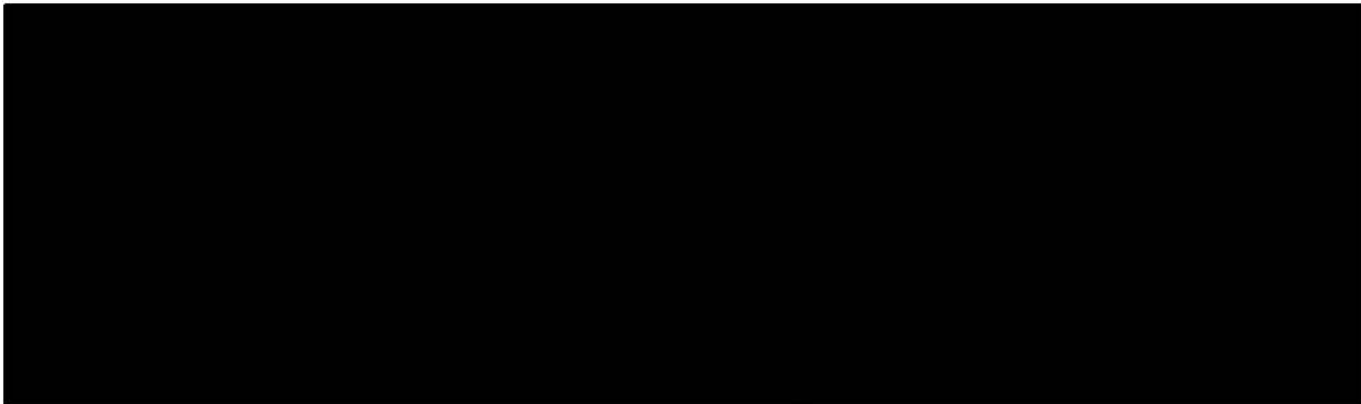
\*Added statement below to address weekends/Holidays: 24 October 07  
(In Mod P00143)

\*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 DCMA and [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)(4)



(b)(3)  
(A)

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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: [REDACTED] (b)(6)

[REDACTED] (b)(4)

\*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
<u>CLINs 0023 and 00024</u> JLENS Simulation Support SOW dated 28 January 2008 [REDACTED] (b)(3)(A) Simulation Support Tasks (Added per Mod P00160)	28 January 2008	2 pages
<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

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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
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

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	
			<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	

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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	
<b>CLIN 0017AA</b>	<b>MF</b>	<b>\$265,662,809.00</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>1,516,948,199.26</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	

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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. [REDACTED]

(b)(3)(A)  
(i)&Title 10  
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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**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 impairment 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.

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The contractor shall provide a system design that meets the requirements of this SOW and MIS-PRF-55628 and is consistent

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

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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) LAW 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>	

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 Integrated Air and Missile Defense 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
Numerics and Symbols	
24/7	24 hours a day, 7 days a week

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 
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>Numerics and Symbols</b>	
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

15a SUBMISSION	15b FORM	15c CDR SUBMISSION		15d AS OF DATE		15e DUE DATE		15d AS OF DATE		15e DUE DATE	
		15c EVENT	15c SUBMISSION	15d AS OF DATE	15e DUE DATE	15d AS OF DATE	15e DUE DATE	15d AS OF DATE	15e DUE DATE		
			<b>Prime Contractor- Raytheon</b>								
1	DD Forms 1921, 1921-1 (Part 1 & 2)	Initial Submission	2/28/2007	4/30/2007	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	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	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	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	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	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	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	9/30/2013	11/30/2013			
9	DD Form 2630-2	Initial Submission - Total Program	2/28/2007	4/30/2007	2/28/2007	4/30/2007	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	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	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	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	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	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	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	11/29/2009	1/29/2010			
17	DD Form 2630-2	FCR Second S/W Release - Estimate	6/1/2009	8/1/2009	6/1/2009	8/1/2009	6/1/2009	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	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	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	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	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	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	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	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	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	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	9/30/2013	11/30/2013			
			<b>Subcontractor- Northrop Grumman</b>								
1	DD Forms 1921, 1921-1 (Part 1)	Initial Submission	2/28/2007	4/30/2007	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	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	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	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	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	12/31/2011	2/28/2012			
7	DD Forms 1921, 1921-1 (Part 1)	Annual Submission	New	New	12/31/2012	2/28/2013	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	9/30/2013	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	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	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	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	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	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	9/30/2013	11/30/2013			
			<b>Subcontractor- TCOM</b>								
1	DD Forms 1921, 1921-1 (Part 1 & 2)	Initial Submission	2/28/2007	4/30/2007	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	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	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	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	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	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	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	9/30/2013	11/30/2013			
9	DD Form 2630-2	Initial Submission	2/28/2007	4/30/2007	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	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	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 Sub (3 Total) and revision of submission dates for all Post CDR Annual Submissions to reflect 1 year from actual CDR of Dec 08

DRAFT as of 12 Feb 09

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 170 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 Office of Management and Budget, Paperwork Reduction Project (0704-0188), 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 Contract Data Requirements List.</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. DD FORM	8. GIFT STATEMENT REQUIRED	9. FREQUENCY	10. DATE OF FIRST SUBMISSION		14. DISTRIBUTION						
LT		SEE 16	SEE 16								
8. APP CODE	F	11. AS OF DATE	12. DATE OF SUBSEQUENT SUBMISSION		a. ADDRESSEE	b. COPIES					
A		N/A	SEE 16		SFAE-MSLS-CMDS-PE-CM	Dist	Final				
13. REMARKS: 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.  Blk 8,10,12&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. 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. 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. The contractor shall submit a final entrance/exit criteria report 10 days after completion review exit criteria Delivery is required for APRs, Orbit, System, and Prime Item, Design and Readiness Reviews.  Blk 14: Electronic delivery of this data item IAW the SCML. Note: JLENS Product Office Data Management OPR and [redacted] and [redacted] when deliverable is placed in portal or repository. Copy of transmittal must be signed electronically. The data item shall be delivered in pdf format or one or more of the MS Office documents.						c. Repro	d. Repro	e. Repro			
						1	1	1			
						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>Fields reporting burden for this collection of information are estimated to average 140 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 Printing Office by Government Mail in Box 11.</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		
B014	Presentation Material				Program, Design and Test Readiness Reviews		
4. AUTHORITY (Data Acquisition Document No.)			5. CONTRACT REFERENCE		6. REQUIRING OFFICE		
DI-ADMN-81373			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		SFAE-MSLS-CMDS-TM-SE		
7. DD 260 REQ	8. DIRT STATEMENT REQUIRED	10. FREQUENCY	12. DATE OF FIRST SUBMISSION		14. DISTRIBUTION		
LT		ASREQ	SEE 16				
9. APP CODE		11. AS OF DATE	13. DATE OF SUBSEQUENT SUBMISSION		a. ADDRESSEE	b. COPIES	
A	F	N/A	SEE 16			Draft	Final
						Reg	Reqs
16. REMARKS:					SFAE-MSLS-CMDS-PE-CM		
<p>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.</p> <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 36898-5000, 24 March 2000.</p> <p>Blk 12 &amp; 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.</p> <p>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.</p> <p>Delivery is required only for Annual, OrbR, System, and Prime Item, Design, Readiness Reviews.</p> <p>The classified material shall be submitted separately from the unclassified material.</p> <p>Contractor Format is acceptable.</p> <p>Blk 14: Electronic delivery of this data item IAW the SCW. Notify JLENS Product Office Data Management QPR at [redacted] and [redacted] when delivery is placed in portal or repository. Letter of transmittal must be signed electronically. The data item shall be delivered in one or more of the MS Office documents.</p>					0		
					0 1 0		
15. TOTAL					0 1 0		
G. PREPARED BY [redacted] DATE 30 Aug 11					J. DATE 30 Aug 11		

17. PRICE GROUP

18. REPORTING TOTAL PRICE INSERT

IN SECT. B

(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 CODE **WB113M**

7. ADMINISTERED BY (if other than item 6) CODE **82206A**

USASMOCIARSTRAT  
SMDC-RDC  
PO BOX 1500  
HUNTSVILLE AL 35807-3501

DCMA RAYTHEON  
30 APPLE HILL DRIVE  
MS TSPR2  
TEMPSBURY 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.  
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 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) (b)(6)  
Debris Study; to revise Section H, Key Personnel, to change the [REDACTED] to revise Section J, List of Documents, (i)&Title (b)(6)  
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  
0017AA in the amount of \$3,171,491.26. 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)

15B. [REDACTED]

15C. DATE SIGNED **9/28/11**

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

16B. [REDACTED]

16C. DATE SIGNED **28 Sep 11**

(Signature of Contracting Officer)

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 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 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, the (b) (3) (A) funded the Army JLENS office to conduct a study that (b) (3) (A) JLENS Surveillance System (b) (3) (A) (b) (3) (A). The results of this study provided evidenced to move forward with a non-interference data collection effort during JLENS testing at the Utah Test and Training Range in the FY11-12 time frame.

**FY12 Tasks:**

1. The USA JLENS office will execute data collection project to demonstration (b) (3) (A) (b) (3) (A). The effort will initially focus on recording stimulant release and other applicable field data, and (b) (3) (A). Up to 3 data collection events will be planned during the 6 month period at Dugway Proving Ground 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 at DPG or other sites
  - Generation of a JLENS Test Plan to include a detailed description of the live demonstration to be performed at UTTR, JLENS system configuration, data collection parameters and test reports
  - Participation in (b) (3) (A) planning and review meetings
  - Scheduling the UTTR site and required personnel for the (b) (3) (A) demonstration based on a non-interference basis with other UTTR site activities
  - Preparation and conduct of a pre-demonstration readiness brief
  - Collection of applicable radar data during the (b) (3) (A) demonstration
  - Generation of JLENS final test report

**FY12 Deliverables:**

- Support working group meetings with (b) (3) (A) working group technical meetings
- JLENS (b) (3) (A)
- JLENS (b) (3) (A)
- 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 (b) (3) (A) from (b) (3) (A) to \$1,446,225,870.00.

The target profit/fee has increased by (b) (3) (A) from (b) (3) (A) 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 (b) (3) (A) consisting of a (b) (3) (A) increase in cost and a (b) (3) (A) increase in facilities capital cost of money, and an increase in target fee of (b) (3) (A) which is (b) (3) (A) 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] (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. (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-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] (b)(4)
- c. Minimum incentive fee: [REDACTED]
- d. Maximum incentive fee: [REDACTED]
- e. Total target cost and target fee: \$1,575,303,571

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

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 [REDACTED] facilities capital cost of money) and an increase in target incentive [REDACTED] facilities capital cost of money. (b)(4)

002322





[REDACTED]

[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 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) [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)

002324

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

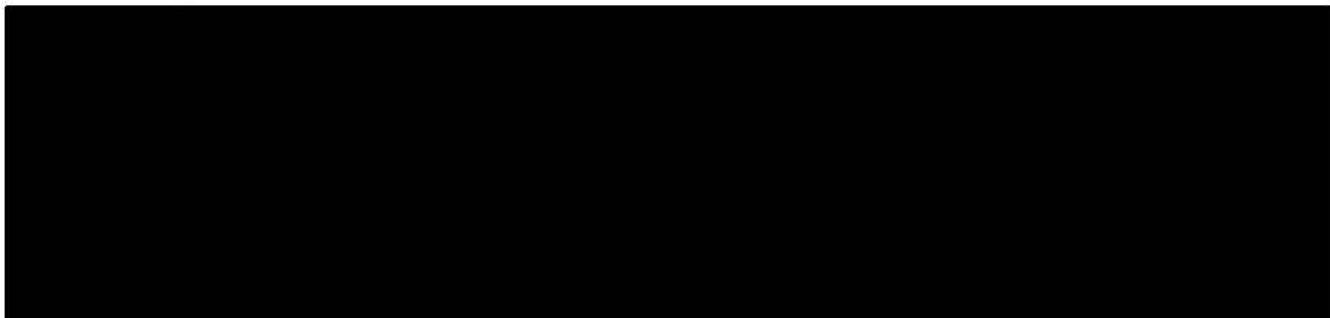
Nos. B001 through B062 (Replace Data Item Nos. B026 and B027, only Per Modification P00136)	Revised 05 Apr 07	
(Replace Data Item Nos. B048 and B049, only Per Modification P00143 & to add statement in Section A of Modification P00143)	Revised 24 Oct 07	
(Replace Data Item No. B033 only, per Modification 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:  
(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 DCMA and [REDACTED] Raytheon is authorized rent free use on a non-interference use of (b)(4) 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)

002326

(b)  
(3)  
(A)

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)  
[Redacted] (b)(6)

20 Jun 03 1 List  
25 Mar 07\* 34 pages  
(Revised 21 Nov 07)\* 34 pages

Ship to address:

[Redacted]

(b)(4)

\*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 0024

JLENS Simulation Support  
SOW dated 28 January 2008

28 January 2008 2 pages

[Redacted]

(b)(3)(A)

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

002327

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

002329

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
MK	\$56,076.00
ML	\$116,044.00
MM	\$1,618,600.00
MN	\$2,087,000.00
MP	\$250,000.00

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	
			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	

002330



			<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>

002331

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>                    </u>
CLIN 0025	MA	0.00	<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)

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]

(b)(3)(A)  
(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]

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

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

[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)

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## 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]

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[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)

**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 IDD's 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 impairment to connectivity and/or the impact of destruction or loss of the system.

**3.13.2**



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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**

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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**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



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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
	
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

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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 Army Integrated Air and Missile Defense 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
Numerics and Symbols	
24/7	24 hours a day, 7 days a week

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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

15a SUBMISSION	15b FORM	15c CDR SUBMISSION	15d AS OF DATE	15e DUE DATE
		15c EVENT		
<b>Prime Contractor Raytheon</b>				
1	DD Forms 1921, 1921-1 (Part 1 & 2)	Initial Submission	2/28/2007	4/30/2007
2	DD Forms 1921, 1921-1 (Part 1 & 2)	Preliminary Design Review	2/28/2008	4/30/2008
3	DD Forms 1921, 1921-1 (Part 1 & 2)	Critical Design Review	2/28/2009	4/30/2009
4	DD Forms 1921, 1921-1 (Part 1 & 2)	Annual Submission	2/28/2010	4/30/2010
5	DD Forms 1921, 1921-1 (Part 1 & 2)	Annual Submission	2/28/2011	4/30/2011
6	DD Forms 1921, 1921-1 (Part 1 & 2)	Annual Submission	2/28/2012	4/30/2012
7	DD Forms 1921, 1921-1 (Part 1 & 2)	Annual Submission	New	New
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	DD Form 2630-2	Initial Submission - Total Program	2/28/2007	4/30/2007
10	DD Form 2630-2	SuR First S/W Release - Estimate	6/15/2008	8/15/2008
11	DD Form 2630-3	SuR First S/W Release - Actuals	1/31/2010	3/30/2010
12	DD Form 2630-2	SuR Second S/W Release - Estimate	1/31/2010	3/30/2010
13	DD Form 2630-3	SuR Second S/W Release - Actuals	10/5/2010	12/5/2010
14	DD Form 2630-3	SuR S/W Final Report	9/30/2012	11/30/2012
15	DD Form 2630-2	FCR First S/W Release - Estimate	1/3/2008	3/3/2008
16	DD Form 2630-3	FCR First S/W Release - Actuals	11/29/2009	1/29/2010
17	DD Form 2630-2	FCR Second S/W Release - Estimate	6/1/2009	8/1/2009
18	DD Form 2630-3	FCR Second S/W Release - Actuals	8/30/2010	10/30/2010
19	DD Form 2630-2	FCR Third S/W Release - Estimate	8/30/2010	10/30/2010
20	DD Form 2630-3	FCR Third S/W Release - Actuals	2/28/2011	4/29/2011
21	DD Form 2630-3	FCR S/W Final Report	9/30/2012	11/30/2012
22	DD Form 2630-2	PS First S/W Release - Estimate	8/13/2008	10/13/2008
23	DD Form 2630-3	PS First S/W Release - Actuals	9/23/2009	11/23/2009
24	DD Form 2630-2	PS Second S/W Release - Estimate	12/12/2009	2/12/2010
25	DD Form 2630-3	PS Second S/W Release - Actuals	12/14/2010	2/14/2011
26	DD Form 2630-3	PS S/W Final Report	9/30/2012	11/30/2012
27	DD Form 2630-3	Final Report - Total Program	9/30/2012	11/30/2012
<b>Subcontractor Northrop Grumman</b>				
1	DD Forms 1921, 1921-1 (Part 1)	Initial Submission	2/28/2007	4/30/2007
2	DD Forms 1921, 1921-1 (Part 1)	Preliminary Design Review	2/28/2008	4/30/2008
3	DD Forms 1921, 1921-1 (Part 1)	Critical Design Review	2/28/2009	4/30/2009
4	DD Forms 1921, 1921-1 (Part 1)	Annual Submission	2/28/2010	4/30/2010
5	DD Forms 1921, 1921-1 (Part 1)	Annual Submission	2/28/2011	4/30/2011
6	DD Forms 1921, 1921-1 (Part 1)	Annual Submission	2/28/2012	4/30/2012
7	DD Forms 1921, 1921-1 (Part 1)	Annual Submission	New	New
8	DD Forms 1921, 1921-1 (Part 1)	Final Report	9/30/2012	11/30/2012
9	DD Form 2630-2	MS S/W Initial Estimate	2/28/2007	4/30/2007
10	DD Form 2630-2	MS S/W First Release - Estimate	8/13/2008	10/13/2008
11	DD Form 2630-3	MS S/W First Release - Actuals	9/23/2009	11/23/2009
12	DD Form 2630-2	MS S/W Second Release - Estimate	12/12/2009	2/12/2010
13	DD Form 2630-3	MS S/W Second Release - Actuals	12/14/2010	2/14/2011
14	DD Form 2630-3	MS S/W Final Report	9/30/2012	11/30/2012
<b>Subcontractor TCOM</b>				
1	DD Forms 1921, 1921-1 (Part 1 & 2)	Initial Submission	2/28/2007	4/30/2007
2	DD Forms 1921, 1921-1 (Part 1 & 2)	Preliminary Design Review	2/28/2008	4/30/2008
3	DD Forms 1921, 1921-1 (Part 1 & 2)	Critical Design Review	2/28/2009	4/30/2009
4	DD Forms 1921, 1921-1 (Part 1 & 2)	Annual Submission	2/28/2010	4/30/2010
5	DD Forms 1921, 1921-1 (Part 1 & 2)	Annual Submission	2/28/2011	4/30/2011
6	DD Forms 1921, 1921-1 (Part 1 & 2)	Annual Submission	2/28/2012	4/30/2012
7	DD Forms 1921, 1921-1 (Part 1 & 2)	Annual Submission	New	New
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	DD Form 2630-2	Initial Submission	2/28/2007	4/30/2007
10	DD Form 2630-3	Platform S/W Release	10/14/2009	12/14/2009
11	DD Form 2630-3	Final Report	9/30/2012	11/30/2012

15d AS OF DATE	15e DUE DATE
2/28/2007	4/30/2007
2/28/2008	4/30/2008
2/28/2009	4/30/2009
12/31/2009	2/28/2010
12/31/2010	2/28/2011
12/31/2011	2/28/2012
12/31/2012	2/28/2013
9/30/2013	11/30/2013
2/28/2007	4/30/2007
2/28/2008	4/30/2008
2/28/2009	4/30/2009
12/31/2009	2/28/2010
12/31/2010	2/28/2011
12/31/2011	2/28/2012
12/31/2012	2/28/2013
9/30/2013	11/30/2013
2/28/2007	4/30/2007
2/28/2008	4/30/2008
2/28/2009	4/30/2009
12/31/2009	2/28/2010
12/31/2010	2/28/2011
12/31/2011	2/28/2012
12/31/2012	2/28/2013
9/30/2013	11/30/2013
2/28/2007	4/30/2007
2/28/2008	4/30/2008
2/28/2009	4/30/2009
12/31/2009	2/28/2010
12/31/2010	2/28/2011
12/31/2011	2/28/2012
12/31/2012	2/28/2013
9/30/2013	11/30/2013
2/28/2007	4/30/2007
2/28/2008	4/30/2008
2/28/2009	4/30/2009
12/31/2009	2/28/2010
12/31/2010	2/28/2011
12/31/2011	2/28/2012
12/31/2012	2/28/2013
9/30/2013	11/30/2013

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 CDR Annual Submissions to reflect 1 year from actual CDR of Dec 08

DRAFT as of 12 Feb 09



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]
- 2) [REDACTED]

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

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]  
[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 [redacted]

(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)

**E-MAIL [REDACTED]**

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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)

(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	
CLIN 0017AA	MQ	\$691,421.00	
			<b>1,521,061,111.52</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>

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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**

1. 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: **WB113M** 7. ADMINISTERED BY (if other than item 6) CODE: **S2205A**  
 USAS/MDC/ARSTRAT  
 SMDC-RDC  
 PO BOX 1900  
 HUNTSVILLE AL 35807-3901  
 DCMA RAYTHEON  
 90 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 01810-4400  
 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 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 (SDO), 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** 16B. **[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.

(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:

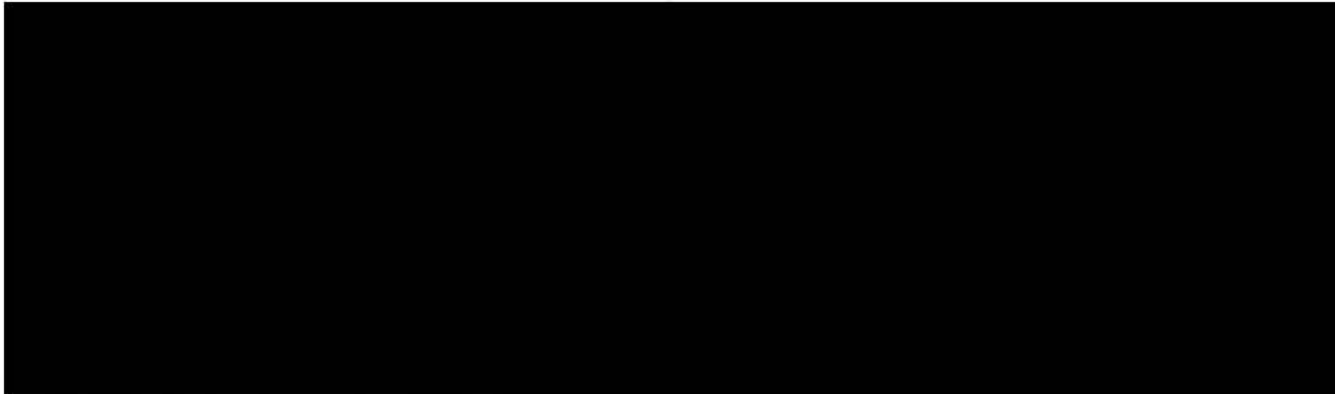
<u>TITLE</u>	<u>DATE</u>	<u># OF PAGES</u>
Contract Security Classification Specification (DD Form 254), Revision 13 (Added per Modification P00235)	14 Apr 11	13
JLENS Software Source Code Specifically Negotiated License, License Number JLENS-SWLA-01 (Added per Modification P00166)	04 Sep 08	8
<u>CLIN 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
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	Sec 130 (a)(b)
	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	

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\*\*Per the DCMA and [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- (b)(4) 0001 for the period from 19 April 2007 through 30 September 2011.



(b)(3)  
(A)

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] (b)(6)

snip to address:



(b)(4)

\*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

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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)			

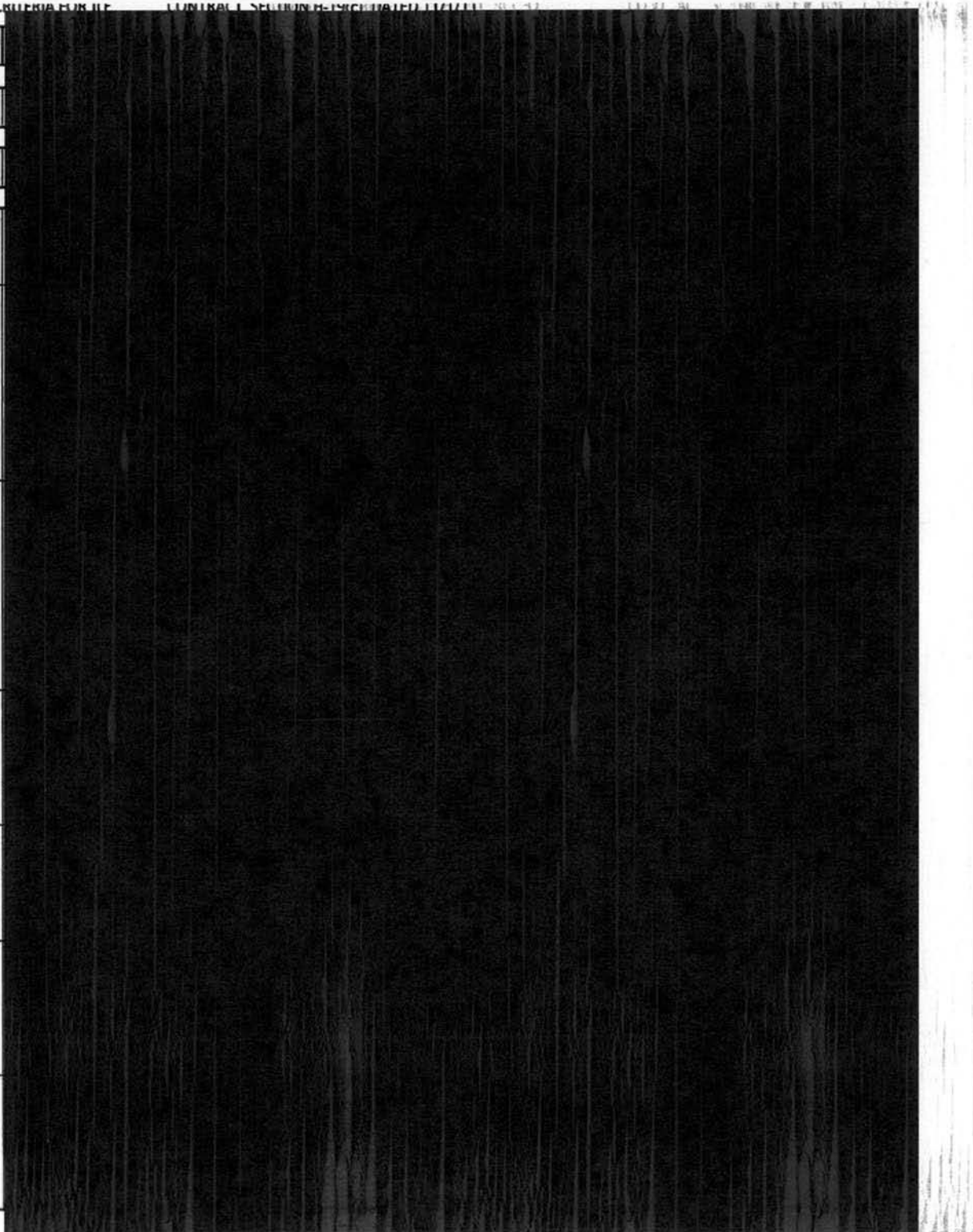
002390

Total Flat Spot Opportunity for Event	Event	Criteria
[Redacted]	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]		Critical test planning events are documented in the IMS CDRL	[Redacted]	[Redacted]
[Redacted]		Supporting analysis is delivered to the JPO which predicts successful test execution	[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]		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: [redacted] f completed after 09/30/2012</li> </ul>

(b)(4)

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

(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** 7. ADMINISTERED BY (If other than item 6) CODE **S2205A**  
 USASMDC/ARSTRAT  
 SMDC-RDC  
 PO BOX 1500  
 HUNTSVILLE AL 35807-3801  
 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. **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]** (b)(6)  
**To increase incremental funding for SubCLIN 0017AA in the amount of \$1,248,696.**

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 (b)(6)  
 (Signature of person authorized to sign) (Signature of Contracting Officer) 15-Nov-2011

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 1 2040 5L 5L68 P172419E555L 255Y 4M1J730000 S01021 4M1J730000/14MJLE/4M5 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	
			<b>1,522,309,807.52</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
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	

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 V	PAGE OF PAGES 1   8
2. AMENDMENT/MODIFICATION NO. P00244		3. EFFECTIVE DATE 30-Nov-2011	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 W0113M	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.					
<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 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)		
[REDACTED]			[REDACTED] (b)(6) (b)		
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED		16C. DATE SIGNED	
[REDACTED]		[REDACTED]		30-Nov-2011 (b)(6) (b)	
(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 :

	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]	[REDACTED]	[REDACTED] (b)(4)
(4) Total Amount Allotted and Obligated:	\$1,522,309,807.52	\$486,000	\$1,522,795,807.52
(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:

ACRN	FUNDING
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



AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE V	PAGE OF PAGES 1   8
2. AMENDMENT/MODIFICATION NO. P00245		3. EFFECTIVE DATE 06-Dec-2011	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 W0113M	7. ADMINISTERED BY (If other than item 6) DCMARAYTHEON 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) 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 \$39,921,199.75.					
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. ADDRESS OF CONTRACTING OFFICER		16C. DATE SIGNED
[REDACTED]		[REDACTED]	[REDACTED] (b)(6)		[REDACTED] (b)(6)
(Signature of person authorized to sign)		(Signature of Contracting Officer)		06-Dec-2011	

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 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)

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] (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:

<u>ACRN</u>	<u>FUNDING</u>
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 V	PAGE OF PAGES 1   11
AMENDMENT/MODIFICATION NO. 00246		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 1500 HUNTSVILLE AL 35807-3801		CODE W9113M	7. ADMINISTERED BY (If other than item 6) DCMA RAYTHEON 50 APPLE HILL DRIVE MIS 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 52.243-2, 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)		
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED	16B. UNITED STATES OF AMERICA		16C. DATE SIGNED
[REDACTED]		[REDACTED]	[REDACTED]		13-Dec-2011 (b)(6)
(Signature of person authorized to sign)		(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 \$1,996,000.00 from \$1,575,994,992.00 to \$1,577,990,992.00.  
The target profit/fee has increased by \$1,996,000.00 from \$0.00 to \$1,996,000.00.  
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]  
Incentive Arrangement: Maximum Fee: [REDACTED]  
Minimum Fee: [REDACTED]

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

(Share Ratio: Government/Contractor)

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

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] percent for every dollar that the total allowable cost is less than the target cost or decreased by [REDACTED] percent 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)(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, [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)(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

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

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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>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)

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 USASMD/ARSTRAT SMD/DC-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 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				
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.				
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule				
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.				
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.				
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).				
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:				
X D. OTHER (Specify type of modification and authority) 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) (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 (Signature of person authorized to sign)		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA BY [REDACTED] (b)(6) (b)(7)(C) (Signature of Contracting Officer)
				16C. DATE SIGNED 13-Dec-2011 (b)(6) (b)(7)(C)

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 [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)  
(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: **\$1,594,280,516** (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	\$16,289,524

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:

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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

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(Added per Modification P00240)

[REDACTED]	March 08	1	(b)(3)(A)
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 DCMA and [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)(4)

[REDACTED] (b)(3)(A)

002435

(b)(3)(A)

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-0001 DD Form 1149 (attached)

(Revised 21 Nov 07)\* 34 pages

Ship to address:

(b)(6)

(b)(4)

\*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>Test Spares List</b> (Added per Modification P00247)	<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

(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

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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	\$264,807,424.52	
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	

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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	\$2,573,000.00	
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><u>1,579,706,531.27</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>
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>

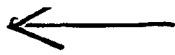
002442



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)

(b)(4)

Representative Estimated Unit Cost	Representative Estimated Costs
[Redacted]	[Redacted]
[Redacted]	
[Redacted]	

Representative Spares List for Initial Increments L-Case, Part 1000

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

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

002444











(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)

002450





<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>				1. CONTRACT ID CODE <b>V</b>	PAGE OF PAGES <b>1   9</b>
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 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. DASG80-98-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>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) 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: <span style="background-color: black; color: black;">XXXXXXXXXX</span> <span style="float: right;">(b)(6)</span> To increase incremental funding in the amount of \$7,864,499 to fully fund CLIN 0028. <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)		
15B. 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> (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 :

	<u>PRIOR</u>	<u>THIS</u> <u>MODIFICATION</u>	<u>CUMULATIVE</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

002454

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	
			<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	

002456

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	

002457

		<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 USASMD/ARSTRAT SMD/ 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
			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 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		15C. DATE SIGNED		16B. [REDACTED]
(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 :

	PRIOR	THIS MODIFICATION	CUMULATIVE TOTAL*
(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:

ACRN	FUNDING
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	
			<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	

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	
<b>CLIN 0017AA</b>	<b>MR</b>	<b>\$0.00</b>	
CLIN 0017AA	MS	\$700,000.00	
CLIN 0017AA	MT	\$16,289,524.00	
<b>CLIN 0017AA</b>	<b>MV</b>	<b>\$39,921,199.75</b>	
			<b>1,579,706,531.27</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>

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>
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	

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 V	PAGE OF PAGES 1   9
2. AMENDMENT/MODIFICATION NO. P00250		3. EFFECTIVE DATE 20-Mar-2012		4. REQUISITION/PURCHASE REQ. NO.
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	
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) S2205A	
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				
<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 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  (Signature of person authorized to sign)		15C. DATE SIGNED		16C. DATE SIGNED 20-Mar-2012 (b)(6)
		16B. [REDACTED] (Signature of Contracting Officer)		

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 1 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 :

	PRIOR	THIS MODIFICATION	CUMULATIVE TOTAL*
(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	

002475

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>
<b>CLIN 0017AA</b>	<b>MF</b>	<b>\$269,560,505.00</b>	<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>
CLIN 0017AA	MN	\$2,573,000.00	<u>                    </u>
CLIN 0017AA	MP	\$250,000.00	<u>                    </u>
CLIN 0017AA	MQ	\$691,421.00	<u>                    </u>
CLIN 0017AA	MR	\$0.00	<u>                    </u>
CLIN 0017AA	MS	\$700,000.00	<u>                    </u>
CLIN 0017AA	MT	\$16,289,524.00	<u>                    </u>
CLIN 0017AA	MV	\$39,921,199.75	<u>                    </u>
<b>CLIN 0017AA</b>	<b>MW</b>	<b>\$10,000,000.00</b>	<u>                    </u>
			<b><u>1,589,855,531.27</u></b>
			<u>                    </u>
			<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	

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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		

002477

		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>
CLIN 0028	MU	\$7,864,499	<u>                    </u>
			<u>17,439,008.00</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** | **13**

2. AMENDMENT/MODIFICATION NO.: **P00251** 3. EFFECTIVE DATE: **03 MAY 12** 4. REQUISITION/PURCHASE REQ. NO.: [Blank] 5. PROJECT NO. (If applicable): [Blank]

6. ISSUED BY: **UBASMOCIARSTRAT**  
**SMOC-RDC**  
**PO BOX 1800**  
**HUNTSVILLE AL 35807-3801** CODE: **WD113M** 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**  
**360 LOWELL ST.**  
**ANDOVER MA 01810-4400** 9A. AMENDMENT OF SOLICITATION NO.: [Blank]  
 9B. DATED (SEE ITEM 11): [Blank]  
 X 10A. MOD. OF CONTRACT/ORDER NO.: **DASG60-99-C-0001**  
 X 10B. DATED (SEE ITEM 13): **30-Jan-1998**

CODE **05716** FACILITY CODE [Blank]

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)  
**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  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 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 within 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. (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] 15A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print): [Redacted] (b)(6) (b)(1)  
 15C. DATE SIGNED: **3 May 2012** 15B. [Redacted] 15D. DATE SIGNED: **3 May 12** (b)(6)

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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] to [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] 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]

(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)

002483

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

002484

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	
<b>CLIN 0017AA</b>	<b>MX</b>	<b>\$52,974,283.00</b>	
			<b>1,642,829,814.27</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	

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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)

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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)	
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		W0113M	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 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 <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)(7)(C)		
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA		16C. DATE SIGNED
[REDACTED]		[REDACTED]		BY [REDACTED]		[REDACTED] (b)(6) (b)(7)(C)
(Signature of person authorized to sign)				(Signature of Contracting Officer)		10-May-2012

EXCEPTION TO SF 30  
APPROVED BY OIRM 11-84

30-105-04

002492

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	
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CLIN 0017AA	MN	\$2,573,000.00	
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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

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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	
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			<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>

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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	_____

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(End of Summary of Changes)

002500