CONTRACT DATA RESIREMENTS LIST

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Torm Approved OMB No. 0704-0188

he public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, seerching existing data substituting and maintaining the data needed, and completing and reviewing the collection of information. Send comments reporting this burden estimate or any other in a collection of information, including suggestions for reducing the burden. O Department of Dofares, Washington Headquarters Services, Directorate for information int Reports (0701-0188), 1215 Jefferson Davis Highway, Suits 1204, Ariangton, VA 22202-4302. Respondents should be sware that retwithstanding any other law, no person shall be subject to any pometry for fishing to comply with a collection of Information if it does not display a currently valid OMB control number. Please TURN your form to the above address. Send completed form to the Government issuing Contracting Officer for the Contract/PR No. Issted in Block E. 1. CONTRACT LINE ITEM NO. B. EXHIBIT C. CATEGORY: 4, 6, 8, 14 TDP_ OTHER E. CONTRACT/PR NO.). SYSTEM/ITEM F. CONTRACTOR **JLENS** DASG60-98-C-0001 Raytheon 7. PHICE GROUP . DATA ITEM NO. 2. TITLE OF DATA ITEM 3. SUSTITLE A003 Contract Funds Status Report (CFSR) 18. ESTIMATED 5. CONTRACT REFERENCE 6. REQUIRING OFFICE . AUTHORITY (Data Acquisition Document No.) **SOW Para 2.6.2** TOTAL PRICE SFAE-AMD-JLN DI-MGMT-81468 9. DIST STATEMENT 10. FREQUENCY 12. DATE OF FIRST SUBMISSION DISTRIBUTION . DD 250 REQ 14, REQUIRED LT Monthly **BLK 16** b. COPIES DATE OF SUBSEQUENT Statement 11. AS OF DATE 4. ADDRESSEE . APP CODE Blk 16 Required Draft Α Repro B. REMARKS ubmit concurrent with CPR/CSSR. Columns 2-10 of Blocks 12, 13, and 14 rill be headed to show a 6-month "rolling window" followed by remaining rojections by FY. "Rolling window" is defined as a projection for each of the ext 6 months from the reported date. This will be followed by a projection for emaining months by FY. Reporting will be at Level 1. Notify addressee at e-mail address in block 14 when deliverable is placed in lectronic server. Letter of transmittal must be signed electronically. 15. TOTAL I. APPROVED BY PREPARED BY H. DATE J. DATE 01 Oct 02 01 Oct 02

CONTRACT DATA REGUIREMENTS LIST

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Form Approved OMB No. 0704-0188

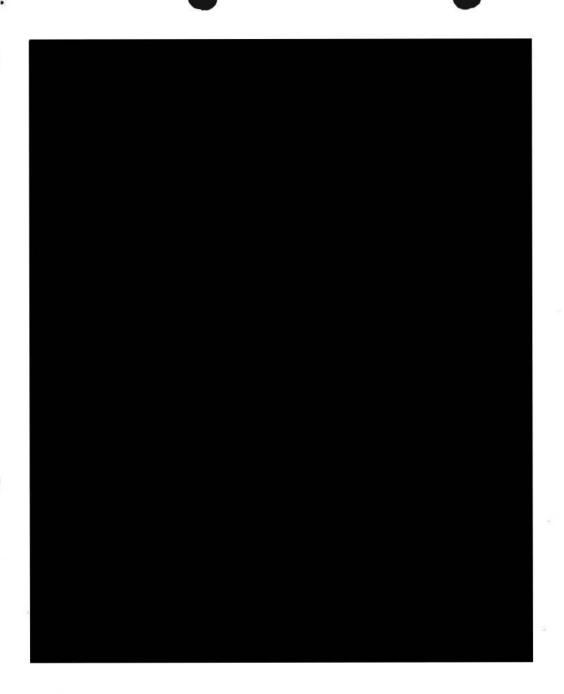
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CONTRACT DATA RE REMENTS LIST Approved (1 Data Item) OMB No. 0704-0188 The public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gethering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to Department of Defense, Washington Headquerters Services, Directorate for Information and Reports (0701-0188), 1215 Jefferson Davie Highway, Suite 1204, Arington, VA 22202-4302. Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penelty for falling to comply with a collection of information if it does not display a currently valid OMB control number. Please DO NOT RETURN your form to the above address. Send completed form to the Government Issuing Contracting Officer for the Contract/PR No. listed in Block E. **B. EXHIBIT** A. CONTRACT LINE ITEM NO. C. CATEGORY: 4, 6, 8, 10, 12, 14, 16 A TOP OTHER D. SYSTEM/ITEM E. CONTRACT/PR NO. F. CONTRACTOR DASG60-98-C-0001 JLENS Raytheon 17. PRICE GROUP 1. DATA ITEM NO. 2. TITLE OF DATA ITEM 3. SUBTITLE Life Cycle Cost (LCC) and Independent Schedule A005 Assessment (ISA) Report Program Cost Estimate (PCE) 6. REQUIRING OFFICE 5. CONTRACT REFERENCE 18. ESTIMATED 4. AUTHORITY (Data Acquisition Document No.) DI-FNCL-80448 **SOW Para 2.6.3** SFAE-AMD-JLN TOTAL PRICE 9. DIST STATEMENT 12. DATE OF FIRST SUBMISSION 10. FREQUENCY DISTRIBUTION 7. DO 250 REQ 14. REQUIRED As Required **BLK 16** LT b. COPIES 13. DATE OF SUBSEQUENT Statement 11. AS OF DATE 8. APP CODE a. ADDRESSEE SUBMISSION 16 Required Draft N/A Repro 16. REMARKS (b)(6)Starting with the negotiated contract as a baseline, the contractor shall develop and maintain current a program cost estimate (PCE) to estimate total life cycle cost for the JLENS Program described below. The contractor shall submit the PCE to the government on an as required basis. The contractor has 30 days to provide the PCE after a verbal request by the government is made. The verbal request will be followed up by a letter of instruction from the contracting officer. - The total cost should be in then year (escalated dollars in missions (\$M). - A 32 Meter COTS system refelcting the negotiated contract with all events, the period of performance, etc. - A SDD program where 1 PTR system is built FY03-FY07 assuming POM - The PCE should be phased according to the years the systems are built. The JLENS production program consists of 14 radar systems in the PTIR configuration beginning in FY 10 and ending with delivery of the last system in The WBS should reflect the components that make up the end items. (b)(3)(A)- Each account requires documentation, define the rationale as actual cost, a cost estimating relationsip, or an analogy. Include the source of the information used in the estimate. - Associated O&S costs for 14 systems and the standard time period of 20 years. Contractor format acceptable. * Notify addressee at e-mail address in block 14 when deliverable is placed in electronic server. Letter of transmittal must be signed electronically. 15. TOTAL H. DATE G. PREPARED BY I. APPROVED BY J. DATE

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DI-IPSC-81432 6. REQUIRING OFFICE 6. CONTRACT REFERENCE SOW Para 3.2, 3.3, 4.2 SFAE-AMD-JLN TOTAL PRICE 9. DIST STATEMENT 7. DD 260 REQ 10. FREQUENCY 12, DATE OF FIRST SUBMISSION DISTRIBUTION REQUIRED 90 DAC MOD LT b. COPIES 13. DATE OF SUBSEQUENT Statement B. APP CODE 11. AS OF DATE a. ADDRESSEE BIK 16 Required Draft N/A President Color (b)(le) 16, REMARKS Update submissions shall be at DR(s). The updates shall be submitted as change pages to the basic document. The design notebook shall be based on material provided in the proposal. The notebook shall consist of two volumes. Volume I shall contain the key analyses and tradeoff studies conducted to support requirements allocation, design, and design tradeoffs. Volume II shall contain a description of the system architecture that is being developed and fabricated. The description shall be provided in terms of visual descriptions, performance estimates, and physical properties. 3 rtor format acceptable. \dot{y} addressee at e-mail address in block 14 when deliverable is placed in electronic server. Letter of transmittal must be signed electronically. 16. TOTAL H. DATE I. APPROVED BY J. DATE . PREPARED BY 01 Oct 02 01 Oct 02

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18. ESTIMATED

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TOTAL PRICE

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15. TOTAL H. DATE I. APPROVED BY J. DATE PREPARED BY 01 Oct 02 01 Oct 02

CONTRACT DATA RESTREMENTS LIST

(1 Data Item)

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itial submission shall be 20 calendar days after the close of the first full counting month after contract modification (reference paragraph 7.6), because the property of the close of each counting month throughout the period of performance. Eference paragraph 10.4.1 - To maintain necessary visibility data reported will separated on the C/SSR via the WBS structure. Data will be reported at the like	APP CODE N/A	Statement Required			13. DATE OF BUBSECH SUBMISSION BIK 16	JENT	e. ADDRESSEE		Fi	nel	L	
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			10B. DATE	•	E ITEM 1	3)
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The above numbered solicitation is amended as set to		······································	is extended.		is not exten	nded.
or (c) By separate letter or telegram which includes RECEIVED AT THE PLACE DESIGNATED FOR. REJECTION OF YOUR OFFER. If by virtue of this provided each telegram or letter makes reference to t	THE RECEIPT OF OFFERS PRICE mendment you desire to change the solicitation and this amendment	OR TO THE HOUR AND DATE SPECIFIED MAY an offer already submitted, such change may be mad	RESULT IN o by telegram or letter			
ACCOUNTING AND APPROPRIATION I See Schedule	DATA (If required)					
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		ACT/ORDER NO. AS DESCRIBED IN ITE		DE D1	Tym	
A. THIS CHANGE ORDER IS ISSUED PUT CONTRACT ORDER NO. IN ITEM 104	KSUANT TO: (Specify auth	onty) THE CHANGES SET FORTH IN I	IEM 14 ARE MA	DE IN	i HE	
3 THE ABOVE NUMBERED CONTRACT 3. appropriation date, etc.) SET FOR		O REFLECT THE ADMINISTRATIVE C IT TO THE AUTHORITY OF FAR 43.10:		chang	es in payin	3
SUPPLEMENTAL AGREEMENT						
D. OTHER (Specify type of modification and AW FAR 52.232-22, Limitation of Funds						
MPORTANT: Contractor X is not,	is required to sig	n this document and return	copies to the iss	uing of	fice.	
DESCRIPTION OF AMENDMENT/MODI where feasible.) e purpose of this modification is to provid	` -		•	latter		
	anged and in full force and	l effect.				
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SECTION SF 30 BLOCK 14 CONTINUATION PAGE

The following items are applicable to this modification:

SECTION A - SOLICITATION/CONTRACT FORM **MODIFICATION**

WHEREAS, pursuant to the contract clause, "Limitation of Funds," the government elects to add an increment of funds from CLINs 0003 and 0004 of the contract,

NOW, THEREFORE, the contract is hereby changed as described below.

- 1. SECTION G CONTRACT ADMINISTRATION DATA, is modified as follows:
- a. Paragraph G-5, Accounting and Appropriation Data (CLINs 0003 and 0004), is modified to add the following:

ACRN:

ΑT

CUMULATIVE AMOUNT:

\$4,500,000

ACCT CLASS:

213 2040 5Q 5Q17 P172419E55 255Y ER3D730200 S01021

ER3D730200/34KJLE/4K0000

ORDER NO:

ER3D730200-03 FUNDED AMT: \$1,500,000 (P00074)

b. Paragraph G-6, Implementation of and Explanation of the Relationship of the Limitation of funds (LOF) Clause to Fee Obligations (CLINs 0003 and 0004) is modified as follows:

CLINs 0003 and 0004:

		PRIOR	THIS MODIFICATION	CUMULATIVE TOTAL	
(1)	Amount Required for Full Funding, Including Fee(s):	\$145,166,476	-0-	\$145,166,476	
(2)	Amount Allotted under the LOF				1. 110
	Clause				(P)(Q)
	for Payment of Target Costs:				, ,
(3)	Amount Separately Obligated				
	for Payment for Target Fee:				-
(4)	Total Amount Allotted	\$ 89,653,422	\$ 1,500,000	\$ 91,153,422	
	and Obligated:				
(5)	Net Amount Required for Full Funding:	\$ 55,513,054	(\$1,500,000)	\$ 54,013,054	
(6)	Estimated Period of Performance the Allotted Amount will cover:	24 Dec 02		24 Jan 03	

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

DELETE

ADD

Page 13Bi, Modification P00071 Page 14, Modification P00072 Page 21, Modification P00072

Page 13Bi, Modification P00074 Page 14, Modification P00074 Page 21, Modification P00074

MODIFICATION P00074 TO CONTRACT DASG60-98-C-0001 PAGE 13Bi OF 49 PAGES PREVIOUS: MOD P00071

ACRN:

AT

CUMULATIVE AMOUNT:

\$4,500,000

ACCT CLASS:

213 2040 5Q 5Q17 P172419E55 255Y ER3D730200 S01021

ER3D730200/34KJLE/4K0000

ORDER NO:

ER3D730200-01 FUNDED AMT: \$1,500,000 (P00070) ER3D730200-02 FUNDED AMT: \$1,500,000 (P00071) ER3D730200-03 FUNDED AMT: \$1,500,000 (P00074)

CLIN 0009

(a) SUBCLIN 0009AA

ACRN:

AJ

CUMULATIVE AMOUNT:

\$200,000

ACCT CLASS:

5703600 290 4750 674478 28060F 503000 F78100

REF: NACXXX00680104

ORDER NO/PRON:

NACXXX00680104-01 FUNDED AMT: \$200,000 (P00043)

MODIFICATION P00074 TO CONTRACT DASG60-98-C-0001 PAGE 14 OF 49 PAGES PREVIOUS: MOD P00072

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

a.	CLINs 0001 and 0002:		
	(1) Amount Required for Full Funding:	\$ <u>437,946</u>	
	(2) Amount Allotted Under the LOF Clause for Payment of Costs:		1 13
	(3) Total Amount Allotted and Obligated:	\$ 440,100	(b)(4)
	(4) Net Amount Required for Full Funding:	(\$ <u>2,154</u>)	
	(5) Estimated Period of Performance the Allotted Amount Will Cover:	30 Sep 99	
b.	CLINs 0003 and 0004:		
	(1) Amount Required for Full Funding, Including Fee(s):	\$ <u>145,166,476</u>	
	(2) Amount Allotted Under the LOF Clause for Payment of Target Cos	sts:	
	(3) Amount Separately Obligated for Payment of Target Fee:		(b)(4
	(4) Total Amount Allotted and Obligated	\$ <u>91,153,422*</u>	
	(5) Net Amount Required for Full Funding:	\$ <u>54,013,054*</u>	
	(6) Estimated Period of Performance the Allotted Amount Will Cover:	24 Jan 03	
C.	CLINs 0005 and 0006:		
	SUBCLIN 0005AA (1) Amount Required for Full Funding, Including Fee(s):	\$ <u>164,011,800</u> *	
	(2) Amount Allotted Under the LOF Clause for Payment of Costs:	\$	
	(3) Amount Separately Obligated for Payment of Target Fee:	\$0-	
	(4) Total Amount Allotted and Obligated:	\$	
	(5) Net Amount Required for Full Funding:	\$ <u>164,011,800</u> *	

*NOT-TO-EXCEED (NTE)

000778

(6) Estimated Period of Performance the Allotted Amount Will Cover:

CLIN 0001

MODIFICATION P00074 TO CONTRACT DASG60-98-C-0001 PAGE 21 OF 49 PAGES PREVIOUS: MOD P00072

\$440,100

H-8. GOVERNMENT-FURNISHED FUELS PROVIDED THROUGH SAN ANTONIO AIR LOGISTICS CENTER (SA-ALC), KELLY AIR FORCE BASE: Fuels as identified below will be provided through SA-ALC, Kelly Air Force Base, in accordance with the clause of this contract entitled Government Property (Cost-Reimbursement, Time and Material, or Labor-Hour Contracts). From time to time the contractor may order with the supplier for partial deliveries of fuel. To assist the Contracting Officer in maintaining accountability of total orders, the contractor shall notify the Contracting Officer when fuels ordered exceed 85 percent of the amount specified below. This is requested for each fuels type listed. The contractor will be financially responsible for orders for fuels in excess of the amount stipulated below:

	NATIONAL STOCK	UNIT OF	QUANTITY	
NOMENCLATURE	NO. (NSN)	ISSUE	AUTHORIZED AS GFP	
contractor may propose cha (CAIV). Those changes v implemented by the contract to the government. Changes without an equitable reduce demonstrates 1) a comparab the government, and 3) the contract	which do not alter the Aero or 10 working days after no which alter the APS by rec- tion in the estimated cost le gain in other performance change does not alter the over	ostat Performance ostat Performance otice of intent spec- ducing the requirer and schedule of t requirements, 2) s crall estimated cost	NDENT VARIABLE): The set as an independent variable Specification (APS) may be ifying the changes is provided ments may only be undertaken the contract if the contractor such changes are acceptable to of the program. In no event, paragraph A.2 of Appendix A	
H-10. INCREMENTAL FO	JNDING OF THE CONTRA	ACT:	*	
a. It is expected in accordance with the LIMIT			made on an incremental basis	
CLIN 0001 and available for	e Limitation of Funds claus payment to cover the work Potential Fee for a total amo	to be performed he	is presently allotted to ereunder until 30 Sep 99. The or CLIN 0001.	(b)(4)
to CLIN 0003 and available The amount of six	obligated for Potential Fee	work to be perform (if applicable), for	is presently allotted ned hereunder until 24 Jan 03. a total amount of combined amounts for Cost and	(b)(4)
	PLANNED DATE OF FUNDING	AMOUNT	<u>CUMULATIVE</u>	
		(In Millions)		

000779

Current Obligations (Jun 99)

AMENDMENT OF SOLIC	TTATION/MODIE	TICATION OF CONTRACT		LCONTRACT	ID CODE	PAGE	OF PAGES
AMENDMENT OF SOLIC	TIATIONMODIE	TEATION OF CONTRACT		V		1	2
AMENDMENT/MODIFICATION NO	3 EFFECTIVE DATE	4 REQUISITION/PURCHASE REQUINO			5. PROJECT	NO (II app	licables
00075	23 Dec-2002						
BY	W31RPD	7 ADMINISTERED BY (II other than tien: 6) DOM TYNGSBORG		(7)	DE NON	E	
POBOX 1900 (b)(6)	PO BOX 688 TYNGSBORO MA 01879					
NAME AND ADDRESS OF CONTRACTOR	(No., Street, County, State	and Zip Code)	TT	9A. AMENDME	ENT OF SOL	CITATI	ON NO
RAYTHEON COMPANY 180 HARTWELL ROAD BEDFORD MA 01730 0000		omanicate por responsable	H	9B. DATED (SE	E ITEM 11)		
			x	10A. MOD. OF DASG60-98-C	CONTRACT	ORDER	NO.
				10B. DATED (S	SEE (TEM 1:	3)	7
DDE 04164	FACILITY COL			20-Aug-1998			
4	-1, 17-9-121, 15-17-17-17-17-17-17-17-17-17-17-17-17-17-	Y APPLIES TO AMENDMENTS OF SOLIC					
The above numbered solicitation is amended as set fort	in frem 14. The hour and date s	specified for receipt of Offer		is extended.	is not exte	uded	
REJECTION OF YOUR OFFER. If by virtue of this a provided each relegrant or letter makes reference to the ACCOUNTING AND APPROPRIATION DA See Schedule	sufficitation and this amendment,			an or letter,			
13. TF	MODIFIES THE CONTR	Y TO MODIFICATIONS OF CONTRACTS, ACT/ORDER NO. AS DESCRIBED IN ITE PORTRY THE CHANGES SET FORTH IN ITE	EM 14.		THE		
13. THE A. THIS CHANGE ORDER IS ISSUED PURE CONTRACT ORDER NO. IN ITEM 10A. B. THE ABOVE NUMBERED CONTRACT/	MODIFIES THE CONTR SUANT TO: (Specify auth ORDER IS MODIFIED TO THIN ITEM 14, PURSUAN	ACT/ORDER NO. AS DESCRIBED IN ITE pority) THE CHANGES SET FORTH IN ITE O REFLECT THE ADMINISTRATIVE CHA WITTO THE AUTHORITY OF FAR 43.1030	EM 14. EM 14.	ARE MADE IN			
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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

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

1. As a result of the option exercise, the contract amount is increased by \$250,000. Standard From 26, Block 15G, is increased accordingly, from \$146,074,422 to \$146,324,422.

2. Section B, Paragraph B-1, CLIN 0009AA is modified as follows:

(b)(4)CLIN 0009AA Available Direct Productive person Hours (DPPH) is reduced by 95.827; Amount is decreased by \$250,000, from \$13,720,774 to \$13,470,774. Exercised DPPH is increased by inount is increased by \$250,000, from \$375,106 to \$625,106.

3. Section G, Paragraph G-5, CCOUNTING AND APPROPRIATION DATA, is modified to add the following:

SubCLIN 0009AA:

ACRN:

ACCΓ CLASS: 213 2040 5Q 5117 P172419E55 255Y ER3D731000 S01021 ER3D731000/34KJLE/4K0000

ORDER NO:

ER3D731000-01

FUNDED AMOUNT: \$250,000 (P00075)

4. Section G, Paragraph G-6, IMPLEMENTATION OF THE RELATIONSHIP OF THE LIMITATION OF FUNDS (LOF) CLAUSE TO FEE OBLIGATIONS, is modified as described below:

SUBCLIN 0009AA	PRIOR	THIS MODIFICATION	CUMULATIVE TOTAL	
(1) Amount Required for Full Funding,	\$14,095,880	-0-	\$14,095,880	
Including Fee(s): (2) Amount Allotted under the LOF Clause			, 1	
for Payment of Costs:			(b)(4)
(3) Amount Separately Obligated				,
for Payment of Fee:				
(4) Total Amount Allotted and Obligated:	\$ 375,106	\$250,000	\$ 625,106	
(5) Net Amount Required for Full Funding:	\$13,720,774	(\$250,000)	\$13,470,774	

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

DELETE ADD Page 1, Modification P00072 Page 1, Modification P00075 Page 3B, Modification P00069 Page 3B, Modification P00075 Page 13C, Modification P00069 Page 13C, Modification P00075 Page 14B, Modification P00057 Page 14B, Modification P00075

MODIFICATION P00075 PREVIOUS P00072

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MODIFICATION P00075 TO CONTRACT DASG60-98-C-0001 PAGE 3B OF 49 PAGES PREVIOUS: MOD P00069

<u>CLIN</u>	SUPPLIES OR SERVICES	QUANTITY	<u>UNIT</u>	<u>AMOUNT</u>	
0009AA	Available Direct Productive Person Hours (DPPH) Exercised DPPH		See B-10 See B-10		(b)
0009AB	Available Material Dollars		See B-10		(4)
	Exercised Material Dollars		See B-10		

MODIFICATION P00075 TO CONTRACT DASG60-98-C-0001 PAGE 13C OF 49 PAGES PREVIOUS: MOD P00069

ACRN:

AK

CUMULATIVE AMOUNT:

\$85,000

ACCT CLASS:

9700400 2520 0603173C 2564 BMDO0101129881 012123

REF: BMDO 0101129881

ORDER NO/PRON:

BMDO0101129881-2 FUNDED AMT: \$50,000 (P00043) BMDO0101129881-03 FUNDED AMT: \$35,000 (P00045)

ACRN:

AL

\$45,000

CUMULATIVE AMOUNT:

ACCT CLASS:

2102040 36 9618 P172419E55 255Y ER0D731900 S01021

ER0D731900/0YYJLE/H

ORDER NO/PRON:

ER0D731900-01 FUNDED AMT: \$45,000 (P00048)

ACRN:

AQ

CUMULATIVE AMOUNT:

\$45,106

ACCT CLASS:

2112040 36 9618 P172419E55 255Y ER1D732000 S01021

ER1D732000/1HHJLE/H

ORDER NO/PRON:

ER1D732000-01 FUNDED AMT: \$45,106 (P00057)

ACRN:

AV

CUMULATIVE AMOUNT:

\$250,000

ACCT CLASS:

213 2040 5Q 5117 P172419E55 255Y ER3D731000 S01021

ER3D731000/34KJLE/4K0000

ORDER NO/PRON:

ER3D731000-01 FUNDED AMT: \$250,000 (P00075)

(b) SUBCLIN 0009AB:

ACRN:

AQ

CUMULATIVE AMOUNT:

\$59.894

ACCT CLASS:

2112040 36 9618 P172419E55 255Y ER1D732000 S01021

ER1D732000/1HHJLE/H

ORDER NO/PRON:

ER1D732000-01

FUNDED AMT

\$24,894 (P00057)

ER1D732000-02 FUNDED AMT \$35,000 (P00069)

ACRN:

AR

CUMULATIVE AMONT:

\$35,000

ACCT CLASS:

212 2040 5Q 5Q17 P172419E55 255Y ER2D731400 S01021

ER2D731400/24KJLE/4K0000

ORDER NO/PRON:

ER2D731400-01 FUNDED AMT: \$35,000 (P00057)

MODIFICATION P00075 TO CONTRACT DASG60-98-C-0001 PAGE 14B OF 49 PAGES PREVIOUS: MOD P00057

(1)	Amount Required for Full Funding, Including Fee(s):	\$ <u>10.868.600</u> *
(2)	Amount Allotted Under the LOF Clause for Payment of Costs:	\$
(3)	Amount Separately Obligated for Payment of Target Fee:	\$
(4)	Total Amount Aflotted and Obligated:	\$
(5)	Net Amount Required for Full Funding:	\$ 10,868,6 <u>00</u> *
(6)	Estimated Period of Performance the Allotted Amount Will Cover:	
SUI	3CLIN 0007AC	
(1)	Amount Required for Full Funding, Including Fee(s):	\$ <u>61,868,60</u> 0*
(2)	Amount Allotted Under the LOF Clause for Payment of Costs:	\$
(3)	Amount Separately Obligated for Payment of Target Fee:	\$0:
(4)	Total Amount Allotted and Obligated:	\$()-
(5)	Net Amount Required for Full Funding:	\$ 61,868,600*
(6)	Estimated Period of Performance the Allotted Amount Will Cover:	
CLI	Ns 0009 and 0010:	
SUI	BCLIN 0009AA:	
(1)	Amount Required for Full Funding, Including Fee(s):	\$ <u>14,095,880</u>
(2)	Amount Allotted Under the LOF Clause for Payment of Costs:	(13/1)
(3)	Amount Separately Obligated for Payment of Fee:	(b)(4)
(4)	Total Amount Allotted and Obligated:	\$625,106
(5)	Net Amount Required for Full Funding:	\$ 13,470,774

*NOT-TO-EXCEED (NTE)

Ċ,

000785

(6) Estimated Period of Performance the Allotted Amount Will Cover:

AMENDMENT OF S	OLICITATION/MODU	FICATION OF CONTRACT		I CONTRACT IO	CODE	PAGE OF PAGES
AMENDMENTORS	OLICITATION/MODII	FICATION OF CONTRACT		V		1 1 2
AMENDMENT/MODIFICATION NO	3 REPHETIVE DATE	A. REQUISITION/PURCHASE REQ. NG			5 PROJECT N	O (if applicable)
0076						
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RAYTHEON COMPANY 180 HARTWELL ROAD BEDFORD MA 01730-0000		1	B. DATED (SEE	ITEM II)		
			×	IBA NIOD OF CO DASG60-98-C-00	NTRACT/OR	DER NO.
				IDB. DATED (SE	TITEM 13)	
DF. 04164	FACILITY COD		The second secon	20-Aug-1998		
The above mundarial solicitation is anneaded as set forth in		NLY APPLIES TO AMENDMENTS OF SOLIC	-	catonied [I is more entered	
provided each selegram or letter makes reference to the soll ACCOUNTING AND APPROPRIATION DATA	citation and this amendment, and is receive	dy sulmitited, such change may be made by letegram or lette al prior to the opening their and date specified.				
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		LY TO MODIFICATIONS OF CONTRACTS/O TRACT/ORDER NO. AS DESCRIBED IN ITEM				
A. THIS CHANGE ORDER IS ISSUED PURSUI	The second secon		CONTRACTOR OF THE PARTY AND THE			
CONTRACT CHUIER NO. IN ITEM 10A.			110000000000000000000000000000000000000			
D. THE ABOVE NUMBERED CONTRACT/ORI	DER IS MODIFIED TO REFLECT	T THE ADMINISTRATIVE CHANGES (such a BE AUTHORITY OF FAR 43, 103(B),	s changes in	рауінд		
THIS SUPPLEMENTAL AGREEMENT IS EN						
AR 52.232-22, "Limitation of Funds" OTHER (Specify type of modification and author	nrity)					
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				to the issuing offi	ce,	
	the date in Block 10b of the SF	30 may be inaccurate. That date should be	30 JAN 19	98.		
es gravidad hazein, all seense and confidence for the discussed	15C. DATE SIGNED	6) The changed, remains weatheraged and in full force and effect, 160 160 150 150 150 150 150 150			60	(b)(6)
TION TO SF 30 IVED BY ORM 11-84		30-105-04				1 30 (196v. 10-183)
Transport Control 11-04		1			erified by GSA (48 CFR) 53.2	ø

The following items are applicable to this modification:

NARRATIVE

1. As a result of the option exercise, the contract amount is decreased by \$250,000. Standard From 26, Block 15G, is decreased accordingly, from \$146,324,422 to \$146,074,422.

2. Section B, Paragraph B-1, CLIN 0009AA is modified as follows:

(b)(4)CLIN 0009AA Available Direct Productive person Hours (DPPH) is increased b mount is increased by \$250,000, from \$13,470,774 to 13,720,774. Exercised DPPH is decreased by mount is decreased by \$250,000, from \$625,106 to \$375,106.

3. Section G, Paragraph G-5, CCOUNTING AND APPROPRIATION DATA, is modified to add the following:

SubCLIN 0009AA:

ACRN:

AV

ACCT CLASS: 213 2040 5Q 5117 P172419E55 255Y ER3D731000 S01021 ER3D731000/34K/LE/4K0000

\$250,000 (P00075)

ORDER NO:

ER3D731000-01 ER3D731000-02

FUNDED AMOUNT: **FUNDED AMOUNT:**

(\$250,000) (P00076)

4. Section G. Paragraph G-6, IMPLEMENTATION OF THE RELATIONSHIP OF THE LIMITATION OF FUNDS (LOF) CLAUSE TO FEE OBLIGATIONS, is modified as described below:

SUBCLIN 0009AA	PRIOR	THIS MODIFICATION	CUMULATIVE TOTAL	
(1) Amount Required for Full Funding, Including Fee(s):	\$14,095,880	-0-	\$14,095,880	u
(2) Amount Allotted under the LOF Clause for Payment of Costs:				(0)(1)
(3) Amount Separately Obligated for Payment of Fee:				
(4) Total Amount Allotted and Obligated:	\$ 625,106	(\$250,000)	\$ 375,106	
(5) Net Amount Required for Full Funding:	\$13,470,774	\$250,000	\$13,720,774	

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

DELETE	<u>ADD</u>
Page 1, Modification P00075	Page 1, Modification P00076
Page 3B, Modification P00075	Page 3B, Modification P00076
Page 13C, Modification P00075	Page 13C, Modification P00076
Page 14B, Modification P00075	Page 14B, Modification P00076

MODIFICATION PO0076

PREVIOUS POOO75

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MODIFICATION P00076 TO CONTRACT DASG60-98-C-0001 PAGE 3B OF 49 PAGES PREVIOUS: MOD P00075

<u>CLIN</u>	SUPPLIES OR SERVICES	QUANTITY	<u>UNIT</u>	<u>AMOUNT</u>	
0009AA	Available Direct Productive Person Hours (DPPH) Exercised DPPH Available Meterial Dellars		See B-10 See B-10		(b) (4)
0009 AB	Available Material Dollars Exercised Material Dollars		See B-10 See B-10		

MODIFICATION P00076 TO CONTRACT DASG60-98-C-0001 PAGE 13C OF 49 PAGES PREVIOUS: MOD P00075

ACRN: AK
CUMULATIVE AMOUNT: \$85,000

ACCT CLASS: 9700400 2520 0603173C 2564 BMDO0101129881 012123

REF: BMDO 0101129881

ORDER NO/PRON: BMD00101129881-2 FUNDED AMT: \$50,000 (P00043)

BMDO0101129881-03 FUNDED AMT: \$35,000 (P00045)

ACRN: AL

CUMULATIVE AMOUNT: \$45,000

ACCT CLASS: 2102040 36 9618 P172419E55 255Y ER0D731900 S01021

ER0D731900/0YYJLE/H

ORDER NO/PRON: ER0D731900-01 FUNDED AMT: \$45,000 (P00048)

ACRN: AQ

CUMULATIVE AMOUNT: \$45,106

ACCT CLASS: 2112040 36 9618 P172419E55 255Y ER1D732000 S01021

ER1D732000/1HHJLE/H

ORDER NO/PRON: ER1D732000-01 FUNDED AMT: \$45,106 (P00057)

ACRN: AV
CUMULATIVE AMOUNT: \$0

ACCT CLASS: 213 2040 5Q 5117 P172419E55 255Y ER3D731000 S01021

ER3D731000/34KJLE/4K0000

ORDER NO/PRON: ER3D731000-01 FUNDED AMT: \$250,000 (P00075)

ER3D731000-02 FUNDED AMT: (\$250,000) (P00076)

(b) SUBCLIN 0009AB:

ACRN: AQ

CUMULATIVE AMOUNT: \$59,894

ACCT CLASS: 2112040 36 9618 P172419E55 255Y ER1D732000 S01021

ER1D732000/1HHJLE/H

ORDER NO/PRON: ER1D732000-01 FUNDED AMT \$24,894 (P00057)

ER1D732000-02 FUNDED AMT \$35,000 (P00069)

ACRN: AR

CUMULATIVE AMONT: \$35,000

COMPANIE DAMONI. \$55,000

ACCT CLASS: 212 2040 5Q 5Q17 P172419E55 255Y ER2D731400 S01021

ER2D731400/24KJLE/4K0000

ORDER NO/PRON: ER2D731400-01 FUNDED AMT: \$35,000 (P00057)

MODIFICATION P00076 TO CONTRACT DASG60-98-C-0001 PAGE 14B OF 49 PAGES PREVIOUS: MOD P00075

SUBCLIN 0007AB

(1) Amount Required for Full Funding, Including Fec(s):	\$ <u>10,868,600</u> *
(2) Amount Allotted Under the LOF Clause for Payment of Costs:	\$
(3) Amount Separately Obligated for Payment of Target Fee:	\$
(4) Total Amount Allotted and Obligated:	\$
(5) Net Amount Required for Full Funding:	\$ <u>10,868,600</u> *
(6) Estimated Period of Performance the Allotted Amount Will Cover:	
SUBCLIN 0007AC	
(1) Amount Required for Full Funding, Including Fee(s):	\$ <u>61,868,600</u> *
(2) Amount Allotted Under the LOF Clause for Payment of Costs:	\$ -0-
(3) Amount Separately Obligated for Payment of Target Fee:	\$
(4) Total Amount Allotted and Obligated:	\$
(5) Net Amount Required for Full Funding:	\$ <u>61,868,600</u> *
(6) Estimated Period of Performance the Allotted Amount Will Cover:	
CLINs 0009 and 0010:	
SUBCLIN 0009AA:	
(1) Amount Required for Full Funding, Including Fec(s):	\$ <u>14,095,880</u>
(2) Amount Allotted Under the LOF Clause for Payment of Costs:	(N 3
(3) Amount Separately Obligated for Payment of Fee:	(b)(d)
(4) Total Amount Allotted and Obligated:	\$ <u>375,106</u>
(5) Net Amount Required for Full Funding:	\$ 13,720,774

*NOT-TO-EXCEED (NTE)

000791

(6) Estimated Period of Performance the Allotted Amount Will Cover:

AMENDMENT OF SOLICI	TATION/MODIF	FICATION OF CONTRACT	I. CONTRAC		PAGE OF	3
INDMRNT/MODIFICATION NO.	3. EFFECTIVE DATE	4 REQUISITION/PURCHASE REQ. NO.		5. PROJECT 1	NO. (If supplies	
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CODE ACE & MISSUE DEFENSE COMMAND (b)(6) SVILLE AL 35807-3801	W31RPD	7. ADMINISTERED BY (If other than item 6) DCM TYNGSBORO PO BOX 698 "YNGSBORO MA 01879	c	DDE NONI	E	
ME AND ADDRESS OF CONTRACTOR	(No., Street, County, State	e and Zip Code)	9A AMENDA	MENT OF SOL	CITATIO	N NO.
THEON COMPANY HARTWELL ROAD FORD MA 01730-0000			9B. DATED (SEE ITEM (1)		
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04184	FACILITY COL		X 20-Aug-1998	•)	
<u> </u>		APPLIES TO AMENDMENTS OF SOLI				
s above numbered solicitation is amended as set forth	in Item 14. The hour and date	specified for receipt of Offer	is extended,	is not exten	ded.	
vided each telegram or letter makes reference to the COUNTING AND APPROPRIATION DA		it, and is received prior to the opening hour and da	e specified.			
se Schedule						
	FIEM APPLIES ONLY	TO MODIFICATIONS OF CONTRACT	S/ORDERS.			
13. THIS IT M	ODIFIES THE CONTRA	CT/ORDER NO. AS DESCRIBED IN IT	EM 14.	IN THE		
IT M THIS CHANGE ORDER IS ISSUED PURS CONTRACT ORDER NO. IN ITEM 10A.	ODIFIES THE CONTRA UANT TO: (Specify auth	CT/ORDER NO. AS DESCRIBED IN 11 tority) THE CHANGES SET FORTH IN	EM 14. TEM 14 ARE MADE			
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THIS CHANGE ORDER IS ISSUED PURS CONTRACT ORDER NO. IN ITEM 10A. ABOVE NUMBERED CONTRACT/C appropriation date, etc.) SET FORTH SUPPLEMENTAL AGREEMENT IS OTHER (Specify type of modification and aux of FAR 52.232-22, Limitation of Funds ORTANT: Contractor X is not, SCRIPTION OF AMENDMENT/MODIFIC (ore feasible.) Ourpose of this modification is to effect the ovide incremental funding in the amount of the terms and conditions remain unchanged a Standard Procurement System defects a provided herein, all terms and conditions of the doc AME AND TITLE OF SIGNER (Type or proceedings).	ODIFIES THE CONTRA UANT TO: (Specify authority) Is required to sign CATION (Organized by Use following changes: of \$1,500,000 for performated and in full force and the date in block 10b of the da	ACT/ORDER NO. AS DESCRIBED IN ITS SORTHY) THE CHANGES SET FORTH IN THE	EM 14. TTEM 14 ARE MADE CHANGES (such as chase). copies to the issuin- n/contract subject matt and in full force and effect. NTRACTING OFFIC.	g office. et	nt) 3-Jan-200 RM 30 (Re	3)(6)

The following items are applicable to this modification:

SECTION A - SOLICITATION/CONTRACT FORM

MODIFICATION

WHEREAS, pursuant to the contract clause, "Limitation of Funds," the government elects to add an increment of funds to CLINs 0003 and 0004 and CLINs 0013 and 0014 of the contract.

NOW, THEREFORE, the contract is hereby changed as described below.

- 1. SECTION G CONTRACT ADMINISTRATION DATA, is modified as follows:
- a. Paragraph G-5, Accounting and Appropriation Data (CLINs 0003 and 0004), is modified to add the following:

ACRN:

ΑT

CUMULATIVE AMOUNT:

\$6,000,000

ACCT CLASS:

213 2040 5Q 5Q17 P172419E55 255Y ER3D730200 S01021

ER3D730200/34KJLE/4K0000

ORDER NO:

ER3D730200-04 FUNDED AMT: \$1,500,000 (P00077)

b. Paragraph G-5, Accounting and Appropriation Data (CLINs 0013 and 0014), is modified to add the following:

ACRN:

CUMULATIVE AMOUNT:

\$5,775,000

ACCT CLASS:

213 2040 5Q 5Q17 P172419E55 255Y ER3D730000 S01021

ER3D730000/34KJLE/4K0000

ORDER NO:

ER3D730000-03 FUNDED AMT: \$1,000,000 (P00077)

c. Paragraph G-6, Implementation of and Explanation of the Relationship of the Limitation of funds (LOF) Clause to Fee Obligations (CLINs 0003 and 0004) is modified as follows:

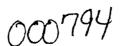
CLINs 0003 and 0004:

CLI	115 OVE MIN OVER	PRIOR	THIS MODIFICATION	CUMULATIVE TOTAL	
(1)	Amount Required for Full Funding,	\$145,166,476	-0-	\$145,166,476	
(0)	Including Fee(s): Amount Allotted under the LOF				
(2)	Clause				
	for Payment of Target Costs:				(1.X1.X
(3)	Amount Separately Obligated				(6)(4)
(3)	for Payment for Target Fee:				i '
(4)	Total Amount Allotted	\$ 91,153,422	\$ 1,500,000	\$ 92,653,422	
(-)	and Obligated:	, .		, ,	
(5)	Net Amount Required for	\$ 54,013,054	(\$1,500,000)	\$ 52,513,054	
(0)	Full Funding:		(, , , , ,	,,	
(6)	Estimated Period of Performance	24 Jan 03		24 Feb 03	
` '	the Allotted Amount will cover:				

- 2. SECTION I CONTRACT CLAUSES, FAR 52.216-24, Limitation of Government Liability, is modified as follows:
- (a) In performing CLIN 0013/0014 of this contract, the Contractor is not authorized to make expenditures or incur obligations exceeding \$5,775,000 dollars.
- (b) The maximum amount for which the Government shall be liable for CLIN 0013/0014 if this contract is terminated is \$5,775,000 dollars.
- 3. The following page substitutions are hereby incorporated into the contract:

DELETE	ADD

Page 13Bi, Modification P00074	Page 13Bì, Modification P00077
Page 13D, Modification P00073	Page 13D, Modification P00077
Page 14, Modification P00074	Page 14, Modification P00077
Page 21, Modification P00074	Page 21, Modification P00077
Page 31A, Modification P00073	Page 31A, Modification P00077



MODIFICATION P00077 TO CONTRACT DASG60-98-C-0001 PAGE 13Bi OF 49 PAGES PREVIOUS: MOD P00074

ACRN: AT

CUMULATIVE AMOUNT: \$6,000,000

ACCT CLASS: 213 2040 5Q 5Q17 P172419E55 255Y ER3D730200 S01021

ER3D730200/34KJLE/4K0000

ORDER NO: ER3D730200-01 FUNDED AMT: \$1,500,000 (P00070)

ER3D730200-02 FUNDED AMT: \$1,500,000 (P00071) ER3D730200-03 FUNDED AMT: \$1,500,000 (P00074) ER3D730200-04 FUNDED AMT: \$1,500,000 (P00077)

CLIN 0009

(a) SUBCLIN 0009AA

ACRN: AJ

CUMULATIVE AMOUNT: \$200,000

ACCT CLASS: 5703600 290 4750 674478 28060F 503000 F78100

REF: NACXXX00680104

ORDER NO/PRON: NACXXX00680104-01 FUNDED AMT: \$200,000 (P00043)

MODIFICATION P00077 TO CONTRACT DASG60-98-C-0001 PAGE 13D OF 49 PAGES PREVIOUS: MOD P00073

CLIN 0013

ACRN: AU

CUMULA TIVE AMOUNT: \$5,775,000

ACCT CLASS: 213 2040 5Q 5Q17 P172419E55 255Y ER3D730000 S01021

ER3D730000/34KJLE/4K0000

ORDER NO: ER3D730000-01 FUNDED AMT: \$ 775,000 (P00073)

ER3D730000-02 FUNDED AMT: \$4,000,000 (P00073) ER3D730000-03 FUNDED AMT: \$1,000,000 (P00077)

MODIFICATION P00077 TO CONTRACT DASG60-98-C-0001 PAGE 14 OF 49 PAGES PREVIOUS: MOD P00074

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

a.	CLI (1)	Ns 0001 and 0002: Amount Required for Full Funding:	\$ _437,946	
	(2)	Amount Allotted Under the LOF Clause for Payment of Costs:		\.\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\
	(3)	Total Amount Allotted and Obligated:	\$ 440,100	b)(4)
	(4)	Net Amount Required for Full Funding:	(\$2,154)	
	(5)	Estimated Period of Performance the Allotted Amount Will Cover:	30 Sep 99	
b.	CLI (1)	Ns 0003 and 0004: Amount Required for Full Funding, Including Fee(s):	\$ <u>145,166,476</u>	
	(2)	Amount Allotted Under the LOF Clause for Payment of Target Costs:		(
	(3)	Amount Separately Obligated for Payment of Target Fee:		(6)(4)
	(4)	Total Amount Allotted and Obligated:	\$ 92,653,422 *	
	(5)	Net Amount Required for Full Funding:	\$ <u>52,513,054*</u>	
	(6)	Estimated Period of Performance the Allotted Amount Will Cover:	24 Feb 03	
C.		Ns 0005 and 0006; BCLIN 0005AA		
	(1)	Amount Required for Full Funding, Including Fee(s):	\$164,011,800*	
	(2)	Amount Allotted Under the LOF Clause for Payment of Costs:	\$O	
	(3)	Amount Separately Obligated for Payment of Target Fee:	\$O-	
	(4)	Total Amount Allotted and Obligated:	\$	
	(5)	Net Amount Required for Full Funding:	\$ <u>164,011</u> , 800 *	

(6) Estimated Period of Performance the Allotted Amount Will Cover:

*NOT-TO-EXCEED (NTE)

MODIFICATION P00077 TO CONTRACT DASG60-98-C-0001 PAGE 21 OF 49 PAGES PREVIOUS: MOD P00074

H-8. GOVERNMENT-FURNISHED FUELS PROVIDED THROUGH SAN ANTONIO AIR LOGISTICS CENTER (SA-ALC). KELLY AIR FORCE BASE: Fuels as identified below will be provided through SA-ALC, Kelly Air Force Base, in accordance with the clause of this contract entitled Government Property (Cost-Reimbursement, Time and Material, or Labor-Hour Contracts). From time to time the contractor may order with the supplier for partial deliveries of fuel. To assist the Contracting Officer in maintaining accountability of total orders, the contractor shall notify the Contracting Officer when fuels ordered exceed 85 percent of the amount specified below. This is requested for each fuels type listed. The contractor will be financially responsible for orders for fuels in excess of the amount stipulated below:

NATIONAL STOCK

UNIT OF

QUANTITY

NOMENCLATURE

NO. (NSN)

ISSUE

AUTHORIZED AS GFP

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

H-10. INCREMENTAL FUNDING OF THE CONTRACT:

a.	It is	expected that	allotments	within ea	h fiscal	l year	will 1	be made	on a	n incremental	basis
in accordan	ce with	the LIMITAT	ION OF FU	JNDS clar	ise.						

(b)(4)

(b)(4)

- b. Pursuant to the Limitation of Funds clause, the sum of is presently allotted to CLIN 0001 and available for payment to cover the work to be performed hereunder until 30 Sep 99. The amount of this obligated for Potential Fee for a total amount of the for CLIN 0001.
- c. Pursuant to the LIMITATION OF FUNDS clause, the sum of is presently allotted to CLIN 0003 and available for payment to cover the work to be performed hereunder until 24 Feb 03. The amount of is obligated for Potential Fee (if applicable), for a total amount of for CLIN 0003. It is anticipated that funds will be allotted and obligated (combined amounts for Cost and Potential Fee) as follows:

PLANNED DATE OF FUNDING

AMOUNT

CUMULATIVE

(In Millions)

CLIN 0001

Current Obligations (Jun 99)

\$440,100

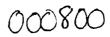
MODIFICATION P00077 CONTRACT DASG60-98-C-0001 PAGE 31A OF 49 PAGES PREVIOUS: MOD P00073

THE FOLLOWING FAR FULL TEXT CLAUSES APPLY:

102. FAR 52.21 6-24, LIMITATION OF GOVERNMENT LIABILITY (APR 1984)

- (a) In performing CLIN 0013/0014 of this contract, the Contractor is not authorized to make expenditures or incur obligations exceeding \$5,775,000 dollars.
- (b) The maximum amount for which the Government shall be liable for CLIN 0013/0014 if this contract is terminated is \$5,775,000 dollars.
- 103. FAR 52.216-26, PAYMENTS OF ALLOWABLE COSTS BEFORE DEFINITIZATION (MAR 2000) (applicable to CLIN 0013/0014 only)
- (a) Reimbursement rate. Pending the placing of the definitive contract referred to in this letter contract, the Government will promptly reimburse the Contractor for all allowable costs under this contract at the following rates:
- (1) One hundred percent of approved costs representing financing payments to subcontractors under fixed-price subcontracts; provided, that the Government's payments to the Contractor will not exceed 80 percent of the allowable costs of those subcontractors.
- (2) One hundred percent of approved costs representing cost-reimbursement subcontracts; provided, that the Government's payments to the Contractor shall not exceed 85 percent of the allowable costs of those subcontractors.
 - (3) Eighty-five percent of all other approved costs.
- (b) Limitation of reimbursement. To determine the amounts payable to the Contractor under this letter contract, the Contracting Officer shall determine allowable costs in accordance with the applicable cost principles in Part 31 of the Federal Acquisition Regulation (FAR). The total reimbursement made under this paragraph shall not exceed 85 percent of the maximum amount of the Government's liability, as stated in this contract.
- (c) Invoicing. Payments shall be made promptly to the Contractor when requested as work progresses, but (except for small business concerns) not more often than every 2 weeks, in amounts approved by the Contracting Officer. The Contractor may submit to an authorized representative of the Contracting Officer, in such form and reasonable detail as the representative may require, an invoice or voucher supported by a statement of the claimed allowable cost incurred by the Contractor in the performance of this contract.

AMENDMENT OF SOLI	<u> </u>	i	CONTRACT ID CODE		AGES		
AMENDMENT OF SOLI		V		1 1	2		
MENDMENT/MODIFICATION NO	3. EFFECTIVE DATE	4. REQUISTTION/PURCHASE REQ. NO			5 PROJECT N	VO.(If applicable	•)
0078	20-Feb-2003						
3Y COD	W31RPD	ADMINISTERED BY (If other than its DOM TYNGSBORO	em 6)	COI	DE NONE		
SPACE & MISSULE DEFENSE COMMAND (b)(6) NTSVILLE AL 35807-3801		PO BOX 688 TYNGSBORO MA 01879					
AME AND ADDRESS OF CONTRACTO	R (No., Street, County, State	e and Zip Code)	9	A. AMENDME	NT OF SOLI	CITATION	NO.
RAYTHEON COMPANY BO HARTWELL ROAD BEDFORD MA 01730-0000			9	B. DATED (SE	E ITEM 11)		
			x Ł	DA. MOD. OF 0 ASG60-98-C-	CONTRACTA	ORDER NO	i.
				OB. DATED (S	SEE ITEM 13)	
DE 04164	FACILITY COD			0-Aug-1998			
The above numbered solicitation is amended as set fo		APPLIES TO AMENDMENTS OF S		oxtanded,	is not exten		
Offer must acknowledge receipt of this amendment p (a) By completing Items 8 and 15, and returning or (c) By separate letter or telegram which includes a RECRIVED AT THE PLACE DESIGNATED FOR REJECTION OF YOUR OFFER. If by virtue of this provided each telegram or letter makes reference to t	copies of the amendmen a reference to the solicitation and a THE RECEIPT OF OFFERS PRIC amendment you desire to change	it; (b) By acknowledging receipt of this amen muondment numbers. FAILURE OF YOUR A IR TO THE HOUR AND DATE SPECIFIED an offer already submitted, such change may	dment on each o ACKNOWLEDG MAY RESULT be made by teleg	opy of the offer rul MENT TO BE IN runn or letter,	bmitted;		
ACCOUNTING AND APPROPRIATION I		c' and as received bases to me obeating upon an	KI CHIE SPECIFICA				
See Schedule	DATA (II INQUINI)						
	IS FFEM APPLIES ONLY 7	TO MODIFICATIONS OF CONTRA	CTS/ORDE	RS.			
		CT/ORDER NO. AS DESCRIBED I					
THIS CHANGE ORDER IS ISSUED PUT CONTRACT ORDER NO. IN ITEM 10A		ority) THE CHANGES SET FORTH	IN ITEM 14	ARE MADE II	N THE		
3. THE ABOVE NUMBERED CONTRACT *ce, appropriation date, etc.) SET FORT SUPPLEMENTAL AGREEMENT	TH IN ITEM 14, PURSUAN IS ENTERED INTO PURSU	T TO THE AUTHORITY OF FAR 4		S (such as chan	ges in paying		
OTHER (Specify type of modification and AW FAR 52.232-22, Limitation of Funds	authority)						
APORTANT: Contractor X is not,	is required to sign	this document and return	copies	to the issuing	office.		
DESCRIPTION OF AMENDMENT/MODII where feasible.) e purpose of this modification is to provid other terms and conditions remain uncha	e additional funding in the	amount of \$2,195,000 for performa		-			
e to a Standard Procurement System def	ect, the date in block 10b o	of the SF30 may be inaccurate. The	nat date shou	ild be 30 Jan 9) 8.		
t as provided herein, all terms and conditions of the d	locument referenced in Item 9A or	10A, as heretofore changed, remains unchan	nged and in full i	orce and effect.			
NAME AND TITLE OF SIGNER (Type or		JAA NAME AND TITLE OF			C.C. we or pri	nt)	
							(b)
CONTRACTOR/OFFEROR	15C. DATE SIGNED					. DATE SIC (b) Feb-2003	
(Signature of person authorized to sign)		(Signature of Contracting	Officer)			-Feb-2003\	()
PTION TO SF 30		30-105-04	, · · · · ·	STA	NDARD FO	RM 30 (Rev.	10-83)
OVED BY OIRM 11-84				Pres	cribed by GS R (48 CFR) 53	A .	,



The following items are applicable to this modification:

SECTION A - SOLICITATION/CONTRACT FORM

MODIFICATION

WHEREAS, pursuant to the contract clause, "Limitation of Funds," the government elects to add an increment of funds to CLINs 0013 and 0014 of the contract,

NOW. THEREFORE, the contract is hereby changed as described below.

1. SECTION G - CONTRACT ADMINISTRATION DATA, is modified as follows:

Paragraph G-5, Accounting and Appropriation Data (CLINs 0013 and 0014), is modified to add the following:

ACRN: AU

CUMULATIVE AMOUNT: \$7,970,000

ACCT CLASS: 213 2040 5Q 5Q17 P172419E55 255Y ER3D730000 S01021

ER3D730000/34KJLE/4K0000

ORDER NO: ER3D730000-04 FUNDED AMT: \$2,195,000 (P00078)

- 2. SECTION I CONTRACT CLAUSES, FAR 52.216-24, Limitation of Government Liability, is modified as follows:
- (a) In performing CLIN 0013/0014 of this contract, the Contractor is not authorized to make expenditures or incur obligations exceeding \$7,970,000 dollars.
- (b) The maximum amount for which the Government shall be liable for CLIN 0013/0014 if this contract is terminated is \$7,970,000 dollars.
- 3. The following page substitutions are hereby incorporated into the contract:

DELETE ADD

Page 13D, Modification P00073 Page 31A, Modification P00077 Page 31A, Modification P00077



MODIFICATION P00078 TO CONTRACT DASG60-98-C-0001 PAGE 13D OF 49 PAGES PREVIOUS: MOD P00077

CLIN 0013

ACRN:

AU

CUMULATIVE AMOUNT:

ACCT CLASS:

\$7,970,000

213 2040 5Q 5Q17 P172419E55 255Y ER3D730000 S01021

ER3D730000/34KJLE/4K0000

ORDER NO:

ER3D730000-01

FUNDED AMT: \$ 775,000 (P00073)

ER3D730000-02 ER3D730000-03

FUNDED AMT: \$4,000,000 (P00073) FUNDED AMT: \$1,000,000 (P00077)

ER3D730000-04 FUNDED AMT: \$2,195,000 (P00078)

MODIFICATION P00078 CONTRACT DASG60-98-C-0001 PAGE 31A OF 49 PAGES PREVIOUS: MOD P00077

THE FOLLOWING FAR FULL TEXT CLAUSES APPLY:

102. FAR 52.216-24, LIMITATION OF GOVERNMENT LIABILITY (APR 1984)

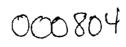
- (a) In performing CLIN 0013/0014 of this contract, the Contractor is not authorized to make expenditures or incur obligations exceeding \$7,970,000 dollars.
- (b) The maximum amount for which the Government shall be liable for CLIN 0013/0014 if this contract is terminated is \$7,970,000 dollars.

103. FAR 52.216-26, PAYMENTS OF ALLOWABLE COSTS BEFORE DEFINITIZATION (MAR 2000)(applicable to CLIN 0013/0014 only)

- (a) Reimbursement rate. Pending the placing of the definitive contract referred to in this letter contract, the Government will promptly reimburse the Contractor for all allowable costs under this contract at the following rates:
- (1) One hundred percent of approved costs representing financing payments to subcontractors under fixed-price subcontracts; provided, that the Government's payments to the Contractor will not exceed 80 percent of the allowable costs of those subcontractors.
- (2) One hundred percent of approved costs representing cost-reimbursement subcontracts; provided, that the Government's payments to the Contractor shall not exceed 85 percent of the allowable costs of those subcontractors.
 - (3) Eighty-five percent of all other approved costs.
- (b) Limitation of reimbursement. To determine the amounts payable to the Contractor under this letter contract, the Contracting Officer shall determine allowable costs in accordance with the applicable cost principles in Part 31 of the Federal Acquisition Regulation (FAR). The total reimbursement made under this paragraph shall not exceed 85 percent of the maximum amount of the Government's liability, as stated in this contract.
- (c) Invoicing. Payments shall be made promptly to the Contractor when requested as work progresses, but (except for small business concerns) not more often than every 2 weeks, in amounts approved by the Contracting Officer. The Contractor may submit to an authorized representative of the Contracting Officer, in such form and reasonable detail as the representative may require, an invoice or voucher supported by a statement of the claimed allowable cost incurred by the Contractor in the performance of this contract.



AMENDMENT OF SOLICI	TATION/MODII	FICATION OF CONTRACT	1. CONTRACT			7 7AUB3
MENDMENT/MODIFICATION NO	3. EFFECTIVE DATE	4. REQUISTTION/PURCHASE REQ. NO.		5. PROJECT I	NO.(If applic	<u></u> _
0079	19-Mar-2003					
SI "" AY CODR	W31RPD	7. ADMINISTERED BY (If other than item 6)	C (0)	DE NONE	E	
ACE & MISSILE DEFENSE COMMAND (b)(6) INTEVILLE AL 35507-3501		DCM TYNGSBORO PO BOX 688 TYNGSBORO MA 01679			-	
AME AND ADDRESS OF CONTRACTOR	(No., Street, County, State	and Zip Code)	9A. AMENDME	NT OF SOL	CITATIÒ	N NO.
RAYTHEON COMPANY 80 HARTWELL ROAD SEDFORD MA 01730-0000		•	9B. DATED (SE	EE ITEM 11)		
			X 10A. MOD. OF DASG60-98-C	CONTRACT	ORDER 1	10.
		· ·	10B, DATED (S	SEE ITEM 13	1)	
DE 04164	FACILITY COL		X 20-Aug-1998			
	11. THIS FTEM ONLY	APPLIES, TO AMENDMENTS OF SOLIC	TATIONS			
Offer must acknowledge receipt of this amendment prior (a) By completing items 8 and 15, and returning or (c) By separate letter or telegram which includes a ref RECEIVED AT THE PLACE DESIGNATED FOR THE REJECTION OF YOUR OFFER. If by virtue of this am	copies of the amendment extence to the solutization and a RECHIPT OF OFFERS PRIC andment you desire to change	at; (b) By soknowledging receipt of this emendment of menument numbers. FAILURE OF YOUR ACKNO OR TO THE HOUR AND DATE SPECIFIED MAY R an offer already submitted, such change may be made	n each copy of the offer au WLEDGMENT TO BE ESULT IN by telegram or letter,	bmitted;		
provided each telegram or letter makes reference to the s		t, and is received prior to the opening hour and date a	pecified.			
ACCOUNTING AND APPROPRIATION DA' See Schedule	r iv (m sedomen)					
	TEM APPLIES ONLY	TO MODIFICATIONS OF CONTRACTS/	ORDERS			
		CT/ORDER NO. AS DESCRIBED IN ITE				
THIS CHANGE ORDER IS ISSUED PURSU CONTRACT ORDER NO. IN ITEM 10A.						
THE ABOVE NUMBERED CONTRACT/O	IN ITEM 14, PURSUAN ENTERED INTO PURSU	T TO THE AUTHORITY OF FAR 43.103		iges in paying		
. OTHER (Specify type of modification and aut NW FAR 52.232-22, Limitation of Funds	nority)					
PORTANT: Contractor X is not,	is required to sign	this document and return	copies to the issuing	office.		
DESCRIPTION OF AMENDMENT/MODIFIC where feasible.) e purpose of this modification is to provide in other terms and conditions remain unchange.	cremental funding in th	e amount of \$3,060,000 for performance				
e to a Standard Procurement System defect	, the date in block 10b o	of the SF30 may be inaccurate. That dat	e should be 30 Jan 9	98 .		
as provided herein, all terms and conditions of the docu	ment referenced in Item 9A cer	10A, as haretofore changed, remains unchanged and	in full force and effect.			
NAME AND TITLE OF SIGNER (Type or pri		WANTE OF CONT		R (Type or pri	int)	(b)(6
CONTRACTOR/OFFEROR	15C. DATE SIGNED	GR LIMITED STATES OF AMERIC	CA		C. DATE S (D)(6 9-Mar-200	IGNED
(Signature of person authorized to sign)	<u></u>	(Signature of Contracting Office	ar)	"	o-(vial -∠U	~
EPTION TO SF 30 ROVED BY OIRM 11-84	3	90-105-04	Pres	ANDARD FO cribed by G8 R (48 CFR) 5	A.	ev. 10-83)



The following items are applicable to this modification:

SECTION A - SOLICITATION/CONTRACT FORM **MODIFICATION**

WHEREAS, pursuant to the contract clause, "Limitation of Funds," the government elects to add an increment of funds to CLINs 0003 and 0004,

NOW, THEREFORE, the contract is hereby changed as described below.

- 1. SECTION G CONTRACT ADMINISTRATION DATA, is modified as follows:
- a. Paragraph G-5, Accounting and Appropriation Data (CLINs 0003 and 0004), is modified to add the following:

ACRN:

\$8,960,000

AT

CUMULATIVE AMOUNT: ACCT CLASS:

213 2040 5Q 5Q17 P172419E55 255Y ER3D730200 S01021

ER3D730200/34KJLE/4K0000

ORDER NO:

ER3D730200-05 FUNDED AMT: \$2,960,000 (P00079)

ACRN: CUMULATIVE AMOUNT: $\mathbf{A}\mathbf{W}$

\$100,000

ACCT CLASS:

973 0400 1202 183 JT01 606051 65126J 59241 525700

NMIPR039207

ORDER NO:

NMIPR039207

FUNDED AMT: \$100,000 (P00079)

b. Paragraph G-6, Implementation of and Explanation of the Relationship of the Limitation of funds (LOF) Clause to Fee Obligations (CLINs 0003 and 0004) is modified as follows:

CLINs 0003 and 0004:

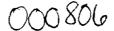
<u> </u>	<u></u>	PRIOR	THIS MODIFICATION	CUMULATIVE TOTAL	
(l)	Amount Required for Full Funding, Including Fee(s):	\$145,166,476	-0-	\$145,166,476	
(2)	Amount Allotted under the LOF Clause for Payment of Target Costs:				(6)(4)
(3)	Amount Separately Obligated for Payment for Target Fee:				(0)(1)
(4)	Total Amount Allotted and Obligated:	\$ 92,653,422	\$ 3,060,000	\$ 95,713,422	
(5)	Net Amount Required for Full Funding:	\$ 52,513,054	(\$3,060,000)	\$ 49,453,054	
(6)	Estimated Period of Performance the Allotted Amount will cover:	24 Feb 03		23 May 03	

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

DELETE

ADD

Page 13Bi, Modification P00077 Page 14, Modification P00077 Page 21, Modification P00077 Page 13Bi, Modification P00078 Page 14, Modification P00078 Page 21, Modification P00078



MODIFICATION P00079 TO CONTRACT DASG60-98-C-0001 PAGE 13Bi OF 49 PAGES PREVIOUS: MOD P00077

ACRN: AT

CUMULATIVE AMOUNT: \$8,960,000

ACCT CLASS: 213 2040 5Q 5Q17 P172419E55 255Y ER3D730200 S01021

ER3D730200/34KJLE/4K0000

ORDER NO: ER3D730200-01 FUNDED AMT: \$1,500,000 (P00070)

ER3D730200-02 FUNDED AMT: \$1,500,000 (P00071) ER3D730200-04 FUNDED AMT: \$1,500,000 (P00074) ER3D730200-05 FUNDED AMT: \$1,500,000 (P00077) ER3D730200-05 FUNDED AMT: \$2,960,000 (P00079)

ACRN: AW

CUMULATIVE AMOUNT: \$100,000

ACCT CLASS: 973 0400 1202 183 JT01 606051 65126J 59241 525700

NMIPR039207

ORDER NO: NMIPR039207 FUNDED AMT: \$100,000 (P00079)

CLIN 0009

(a) SUBCLIN 0009AA

ACRN: AJ

CUMULATIVE AMOUNT: \$200,000 ACCT CLASS: \$703600 290 4750 674478 28060F 503000 F78100

REF: NACXXX00680104

ORDER NO/PRON: NACXXX00680104-01 FUNDED AMT: \$200,000 (P00043)

MODIFICATION P00079 TO CONTRACT DASG60-98-C-0001 PAGE 14 OF 49 PAGES PREVIOUS: MOD P00077

\$164,011,800*

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

a.	CLINs 0001 and 0002: (1) Amount Required for Full Funding:	\$_437,946
	(2) Amount Allotted Under the LOF Clause for Payment of Costs:	(16)(n)
	(3) Total Amount Allotted and Obligated:	\$ <u>440,100</u> (b)(4)
	(4) Net Amount Required for Full Funding:	(\$2,154)
	(5) Estimated Period of Performance the Allotted Amount Will Cover:	30 Sep 99
b.	CLINs 0003 and 0004: (1) Amount Required for Full Funding, Including Fee(s):	\$ <u>145,166,476</u>
	(2) Amount Allotted Under the LOF Clause for Payment of Target Costs:	
	(3) Amount Separately Obligated for Payment of Target Fee:	6.11.
	(4) Total Amount Allotted and Obligated:	\$ <u>95,713,422*</u> (b)(4)
	(5) Net Amount Required for Full Funding:	\$ <u>49,453,054*</u>
	(6) Estimated Period of Performance the Allotted Amount Will Cover:	23 May 03
¢.	CLINs 0005 and 0006: SUBCLIN 0005AA	
	(1) Amount Required for Full Funding, Including Fee(s):	\$ <u>164,011,800</u> *
	(2) Amount Allotted Under the LOF Clause for Payment of Costs:	\$
	(3) Amount Separately Obligated for Payment of Target Fee:	\$
	(4) Total Amount Allotted and Obligated:	\$

(6) Estimated Period of Performance the Allotted Amount Will Cover:

(5) Net Amount Required for Full Funding:

*NOT-TO-EXCEED (NTE)

NOMENCLATURE

MODIFICATION P00079 TO CONTRACT DASG60-98-C-0001 PAGE 21 OF 49 PAGES PREVIOUS: MOD P00077

AUTHORIZED AS GFP

H-8. GOVERNMENT-FURNISHED FUELS PROVIDED THROUGH SAN ANTONIO AIR LOGISTICS CENTER (SA-ALC), KELLY AIR FORCE BASE: Fuels as identified below will be provided through SA-ALC, Kelly Air Force Base, in accordance with the clause of this contract entitled Government Property (Cost-Reimbursement, Time and Material, or Labor-Hour Contracts). From time to time the contractor may order with the supplier for partial deliveries of fuel. To assist the Contracting Officer in maintaining accountability of total orders, the contractor shall notify the Contracting Officer when fuels ordered exceed 85 percent of the amount specified below. This is requested for each fuels type listed. The contractor will be financially responsible for orders for fuels in excess of the amount stipulated below:

NATIONAL STOCK UNIT OF QUANTITY

ISSUE

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

NO. (NSN)

H-10. INCREMENTAL FUNDING OF THE CONTRACT:

a.	It is	expected	that allo	otments	within	each	fiscal	year	will	be	made	on a	n in	cremental	basis	,
in accordance	with	the LIMI	TATION	N OF FU	UNDS	clause	e.									

b. Pursuant to the Limitation of Funds clause, the sum of is presently allotted to CLIN 0001 and available for payment to cover the work to be performed hereunder until 30 Sep 99. The amount of is obligated for Potential Fee for a total amount of is presently allotted to CLIN 0003 and available for payment to cover the work to be performed hereunder until 23 May 03. The amount of is obligated for Potential Fee (if applicable), for a total amount of for CLIN 0003. It is anticipated that funds will be allotted and obligated (combined amounts for Cost and Potential Fee) as follows:

PLANNED DATE OF FUNDING

AMOUNT

CUMULATIVE

(In Millions)

CLIN 0001

Current Obligations (Jun 99)

\$440,100

AMENDMENT OF SOLI	CITATION/MODIF	ICATION OF CONTRACT		I CONTRACT	ID CODE	PAGE OF	
AMENDMENT/MODIFICATION NO	3. EFFECTIVE DATE	4 REQUISTITION/PURCHASE REQ. NO.		<u> </u>	5. PROJECT 1	NO (If amplice	2 bio)
00080	15-Jul-2003	- Taxon to the transition of the				· · · · · · · · · · · · · · · · · · ·	**
3Y COD		7 ADMINISTERED BY (If other than item 6)		C.C	DE NONE	E	
SPACE & MISSILE DEFENSE COMMAND	- COM D	DCM TYNGSBORO					
(b)(6)		PO BOX 688 TYNGSBORO MA 01879					
UNTSVILLE AL 35807-3801							
NAME AND ADDRESS OF CONTRACTO RAYTHEON COMPANY 180 HARTWELL ROAD	OR (No., Street, County, State	and Zip Code)		A. AMENDMI		CITATION	1 NO.
BEDFORD MA 01730-0000			91	3. DATED (SE	EE (TEM 11)		
			x B	A. MOD. OF ASG60-98-C	CONTRACT -0001	ORDER N	О.
			al I	B. DATED (SEE ITEM 13	•)	
DE 04164	IFACILITY COD			0-Aug-1998			
		APPLIES TO AMENDMENTS OF SOLIC				1. 1	
The above numbered solicitation is amended as set fi Offer must acknowledge receipt of this amendment		•		extended,	is not exten	ded.	
(a) By completing Rema 8 and 1 5, and returning or (c) By separate letter or telegram which moludes RECEIVED AT THE PLACE DESIGNATED FOR RESECTION OF YOUR OFFER. If by virtue of this provided each telegram or letter makes reference to	a reference to the solicitation and as THE RECKIPT OF OFFERS PRIOR s amendment you desire to change a	R TO THE HOUR AND DATE SPECIFIED MAY In a offer already submitted, such change may be mad	OWLEDO! RESULT I o by telegr	MENT TO BE			
ACCOUNTING AND APPROPRIATION	DATA (If required)		unu av				<u> </u>
See Schedule							
		'O MODIFICATIONS OF CONTRACTS/ CT/ORDER NO. AS DESCRIBED IN ITE		S.			
A. THIS CHANGE ORDER IS ISSUED PU CONTRACT ORDER NO. IN ITEM 10. B. THE ABOVE NUMBERED CONTRACTOR, appropriation data, etc.) SET FOR: SUPPLEMENTAL AGREEMENT	A. T/ORDER IS MODIFIED TO TH IN ITEM 14, PURSUAN	PREFLECT THE ADMINISTRATIVE CI I TO THE AUTHORITY OF FAR 43.103	IANGE				
D. OTHER (Specify type of modification and AW FAR 52.216-24, Limitation of Goven	l authority)						# ************************************
MPORTANT: Contractor X is not		this document and return	copies	to the issuing	office.		
DESCRIPTION OF AMENDMENT/MODI							
where feasible.) he purpose of this modification is to provide if other terms and conditions remain unch	de incremental funding in th	e amount of \$3,396,000 for performance		Ţ			
ue to a Standard Procurement System de	efect, the date in block 10b o	of the SF30 may be inaccurate. That da	te shou	d be 30 Jan 9	98.		
pt as provided berem, all terms and conditions of the	document referenced in Item 9A or	10A, as heretofore changed, remains unchanged ar	ed in full f	orce and effect.			
pt as provided herem, all terms and conditions of the . NAME AND TITLE OF SIGNER (Type o		10A, as heavtofore changed, remains unchanged ar			2 (Type or po	ret)	(b
		LICA NAME AND THE GO CON	TRACT		160	C. DATE SI	GNED
. NAME AND TITLE OF SIGNER (Type o	or print)	LICA NAME AND THE GO CON	TRACT		160	C. DATE SI	GNED
. NAME AND TITLE OF SIGNER (Type o	or print)	LICA NAME AND THE GO CON	TRACT		160		GNED

The following items are applicable to this modification:

SECTION A - SOLICITATION/CONTRACT FORM

MODIFICATION

WHEREAS, pursuant to the contract clause, "Limitation of Government Liability," the government elects to add an increment of funds to CLIN 0013,

NOW, THEREFORE, the contract is hereby changed as described below.

1. SECTION G - CONTRACT ADMINISTRATION DATA, is modified as follows:

Paragraph G-5, Accounting and Appropriation Data (CLIN 0013), is modified to add the following:

ACRN: AX

CUMULATIVE AMOUNT: \$3,396,000

ACCT CLASS: 213 2040 5Q 5Q17 P172419E55 255Y ER3D740000 S01021

ER3D740000/34KJLE/4K0000

ORDER NO: ER3D740000-01 FUNDED AMT: \$3,396,000 (P00080)

- 2. SECTION I CONTRACT CLAUSES, FAR 52.216-24, Limitation of Government Liability, is modified as follows:
- (a) In performing CLIN 0013/0014 of this contract, the Contractor is not authorized to made expenditures or incur obligations exceeding \$11,366,000.
- (b) The maximum amount for which the Government shall be liable for CLIN 0013/0014 if this contract is terminated is \$11,366,000.
- 3. The following page substitutions are hereby incorporated into the contract:

DELETE ADD

Page 13D, Modification P00078 Page 31A, Modification P00080 Page 31A, Modification P00080

MODIFICATION P00080 TO CONTRACT DASG60-98-C-0001 PAGE 13D OF 49 PAGES PREVIOUS: MOD P00078

CLIN 0013

ACRN: AU

CUMULATIVE AMOUNT: \$7,970,000

ACCT CLASS: 213 2040 5Q 5Q17 P172419E55 255Y ER3D730000 S01021

ER3D730000/34KJLE/4K0000

ORDER NO: ER3D730000-01 FUNDED AMT: \$ 775,000 (P00073)

ER3D730000-02 FUNDED AMT: \$4,000,000 (P00073) ER3D730000-03 FUNDED AMT: \$1,000,000 (P00077) ER3D730000-04 FUNDED AMT: \$2,195,000 (P00078)

ACRN: AX

CUMULATIVE AMOUNT: \$3,396,000

ACCT CLASS: 213 2040 5Q 5Q17 P172419E55 255Y ER3D740000 S01021

ER3D740000/34KJLE/4K0000

ORDER NO: ER3D740000-01 FUNDED AMT: \$3,396,000 (P00080)

THE FOLLOWING FAR FULL TEXT CLAUSES APPLY:

102. FAR 52.216-24, LIMITATION OF GOVERNMENT LIABILITY (APR 1984)

- (a) In performing CLIN 0013/0014 of this contract, the Contractor is not authorized to make expenditures or incur obligations exceeding \$11,366,000 dollars.
- (b) The maximum amount for which the Government shall be liable for CLIN 0013/0014 if this contract is terminated is \$11,366,000 dollars.

103. FAR 52.216-26, PAYMENTS OF ALLOWABLE COSTS BEFORE DEFINITIZATION (MAR 2000)(applicable to CLIN 0013/0014 only)

- (a) Reimbursement rate. Pending the placing of the definitive contract referred to in this letter contract, the Government will promptly reimburse the Contractor for all allowable costs under this contract at the following rates:
- (1) One hundred percent of approved costs representing financing payments to subcontractors under fixed-price subcontracts; provided, that the Government's payments to the Contractor will not exceed 80 percent of the allowable costs of those subcontractors.
- (2) One hundred percent of approved costs representing cost-reimbursement subcontracts; provided, that the Government's payments to the Contractor shall not exceed 85 percent of the allowable costs of those subcontractors.
 - (3) Eighty-five percent of all other approved costs.
- (b) Limitation of reimbursement. To determine the amounts payable to the Contractor under this letter contract, the Contracting Officer shall determine allowable costs in accordance with the applicable cost principles in Part 31 of the Federal Acquisition Regulation (FAR). The total reimbursement made under this paragraph shall not exceed 85 percent of the maximum amount of the Government's liability, as stated in this contract.
- (c) Invoicing. Payments shall be made promptly to the Contractor when requested as work progresses, but (except for small business concerns) not more often than every 2 weeks, in amounts approved by the Contracting Officer. The Contractor may submit to an authorized representative of the Contracting Officer, in such form and reasonable detail as the representative may require, an invoice or voucher supported by a statement of the claimed allowable cost incurred by the Contractor in the performance of this contract.

AMENDMENT OF SOLICI	TATION/MODIF	ICATION OF CONTRACT	I CONTRACT	ID CODB	1 I	QES 2
AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4 REQUISITION/PURCHASE REQ NO		5 PROJECT	NO.(If applicable)	
00081	15-Jul-2003					
SPACE A MISSILE DEFENSE COMMAND (b)(6) UNTSVILLE AL 35807 3601	W31RPD	7. ADMINISTERED BY (If other than item 6) DCM TYNGSBORO PO BOX 688 TYNGSBORO MA 01879	00	DR NON	ΙE	
NAME AND ADDRESS OF CONTRACTOR	No Street County State	and Zin Code)	19A. AMENDMI	ENT OF SOI	JCITATION NO	0.
RAYTHEON COMPANY 180 HARTWELL ROAD BEDFORD MA 01730-0000	(the formal of the formal of t		9B. DATED (SI	EE ITEM 11)	1241
			X IOA. MOD. OF DASG60-98-C	CONTRAC -0001	T/ORDER NO.	
			10B. DATED (SEE ITEM 1	3)	
DDE 04164	FACILITY COD		X 20-Aug-1998			
The above numbered solicitation is amended as set forth		APPLIES TO AMENDMENTS OF SOLIC	TATIONS is extended,	is got exte		
RECHIVED AT THE PLACE DESIGNATED FOR TH REJECTION OF YOUR OFFER. If by vartue of this an provided each telegram or letter makes reference to the ACCOUNTING AND APPROPRIATION DA	emdment you desire to change a solicitation and this amendment,	n offer already submitted, such change may be made	by telegram or letter,			
See Schedule	(a redonea)					
		O MODIFICATIONS OF CONTRACTS/				
A. THIS CHANGE ORDER IS ISSUED PURS CONTRACT ORDER NO. IN ITEM 10A.	CONTRACTOR OF THE PARTY OF THE	CT/ORDER NO. AS DESCRIBED IN ITE rity) THE CHANGES SET FORTH IN IT	Marine State of the State of th	N THE		
B. THE ABOVE NUMBERED CONTRACT/C 2e, appropriation date, etc.) SET FORTH 5 SUPPLEMENTAL AGREEMENT IS D. OTHER (Specify type of modification and au	IN ITEM 14, PURSUANT ENTERED INTO PURSU	TO THE AUTHORITY OF FAR 43.103		nges in payin	8	
IMPORTANT: Contractor X is not,	is required to sign	this document and return	copies to the issuing	office.		
DESCRIPTION OF AMENDMENT/MODIFIC where feasible.) The purpose of this modification is to correct to the purpose and conditions remain unchanged.	he accounting classificat	on for ACRN AX on Modification P0008				
ue to a Standard Procurement System defec	ct, the date in block 10b o	f the SF30 may be inaccurate. That dat	e should be 30 Jan 9	98.		
cept us provided herein, all terms and conditions of the do	cument referenced in Item 9A or	10A, as beretofore changed, remains unchanged an	in full force and effect.			
A. NAME AND TITLE OF SIGNER (Type or p	rint)	16A NAME AND TITLE OF CON-	TRACTING OFFICE	R (Type or p	riat)	(b)(6
B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	AND AND THE OTHER OF A VENE		16	(b)(6)	ED
(Signature of person authorized to sign)		(Signature of Contracting Office				
CEPTION TO SF 30 PPOVED BY OIRM 11-84	3	90-105-04		ANDARD FO	ORM 30 (Rev. 10 SA	0-83)

000814

Prescribed by GSA FAR (48 CFR) 53.243

The following items are applicable to this modification:

SECTION A - SOLICITATION/CONTRACT FORM

MODIFICATION

1. SECTION G - CONTRACT ADMINISTRATION DATA, is modified as follows:

Paragraph G-5, Accounting and Appropriation Data (CLIN 0013), is modified to read as follows:

ACRN: AX

CUMULATIVE AMOUNT: \$3,396,000

ACCT CLASS: 213 2040 5Q 5Q17 P172419E55 255Y ER3D740000 S01021

ER3D740000/34KJLF/4K0000

ORDER NO: ER3D740000-01 FUNDED AMT: \$3,396,000 (P00080)

2. The following page substitution is hereby incorporated into the contract:

DELETE ADD

Page 13D, Modification P00080 Page 13D, Modification P00081

MODIFICATION P00081 TO CONTRACT DASG60-98-C-0001 PAGE 13D OF 49 PAGES PREVIOUS: MOD P00080

CLIN 0013

ACRN: AU

CUMULATIVE AMOUNT: \$7,970,000

ACCT CLASS: 213 2040 5Q 5Q17 P172419E55 255Y ER3D730000 S01021

ER3D730000/34KJLE/4K0000

ORDER NO: ER3D730000-01 FUNDED AMT: \$ 775,000 (P00073)

ER3D730000-02 FUNDED AMT: \$4,000,000 (P00073) ER3D730000-03 FUNDED AMT: \$1,000,000 (P00077) ER3D730000-04 FUNDED AMT: \$2,195,000 (P00078)

ACRN: AX

CUMULATIVE AMOUNT: \$3,396,000

ACCT CLASS: 213 2040 5Q 5Q17 P172419E55 255Y ER3D740000 S01021

ER3D740000/34KJLF/4K0000

ORDER NO: ER3D740000-01 FUNDED AMT: \$3,396,000 (P00080)

	A ICTEATION/MACORI	FICATION OF CONTRACT	1		PAGE OF PAGES
AMENDMENT OF SO	LICITATIONWOODI	TICATION OF CONTRACT		V	1 2
AMENDMENT/MODIFICATION NO.	3. EFTECTIVE DATE	4 REQUISITION/PURCHASE REQ. NO.	7	5. PROJECT	NO.(If applicable)
00082	31-Jul-2003				
37	CODE W31RPD	7. ADMINISTERED BY (If other than item 6)	i	CODE NON	E
/ SPACE & MISSILE DEFENSE COMMA	ND	DOM TYNGSBORO PO BOX 688			
(b)(6	<i>(</i>)	TYNGSBORO MA 01879			
PO BOX 1500 HUNTSVILLE AL 35807-3801	1				
NAME AND ADDRESS OF CONTRAI RAYTHEON COMPANY	CTOR (No., Street, County, Stat	e and Zip Code)	9A. AMEND	MENT OF SOL	ICITATION NO.
180 HARTWELL ROAD BEDFORD MA 01730-0000			9B. DATED	SEE ITEM 11)	
BEUFORD WA UT/3D-0000					
			X 10A MOD. C DASG60-98	F CONTRACT	ORDER NO.
			ļ .	(SEE ITEM 13	1)
DDE 04164	FACILITY COI	DE	X 20-Aug-1996	•	•)
		APPLIES TO AMENDMENTS OF SOLICE	<u> </u>		
The above numbered solicitation is amended as			is extended,	is not exter	ided.
-		d in the solicitation or as amended by one of the fatlor	نــا		
(a) By completing Items 8 and 15, and returning	•	nt; (b) By acknowledging receipt of this amendment of	•	submitted;	
		sensondment mambers. FAILURE OF YOUR ACKNO			
		OR TO THE HOUR AND DATE SPECIFIED MAY R an offer already submitted, such change may be made			
		at, and is received prior to the opening hour and date s			
ACCOUNTING AND APPROPRIATE	ON DATA (If required)		The state of the s		
13	THIS ITEM APPLIES ONLY	TO MODIFICATIONS OF CONTRACTS/O	ORDERS.		
	IT MODIFIES THE CONTRA	ACT/ORDER NO. AS DESCRIBED IN ITE	M 14.		
	PURSUANT TO: (Specify auth	ACT/ORDER NO. AS DESCRIBED IN ITEM hority) THE CHANGES SET FORTH IN ITE		E IN THE	
A. THIS CHANGE ORDER IS ISSUED CONTRACT ORDER NO. IN FTEM	PURSUANT TO: (Specify auth			E IN THE	
CONTRACT ORDER NO. IN ITEM 13 THE ABOVE NUMBERED CONTR	D PURSUANT TO: (Specify auth I 10A. LACT/ORDER IS MODIFIED T	nority) THE CHANGES SET FOR THE IN TO	EM 14 ARE MADI ANGES (such as cl		
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000817

FAR (48 CFR) 53.243

The following items are applicable to this modification:

SECTION A - SOLICITATION/CONTRACT FORM

MODIFICATION

1 SECTION I – LIST OF ATTACHMENTS is hereby modified as follows:

TITLE	DATED	# OF PAGES	
Contract Security Classification Specification (DD Form 254-E), Rev 6	29 Jul 03	6	
	15 Nov 00	24	(b)(3)(A) (i)&Title 10 Sec
2. The following page substitution is hereby incorporated in	nto the contract:		130 (a)(b)

DELETE ADD

Page 47, Modification P00072 Page 49, Modification P00073

Page 47, Medification P00082

Page 49, Modification P00082

MODIFICATION P00082 TO CONTRACT DASG60-98-C-0001 PAGE 47 OF 49 PAGES PREVIOUS: MOD P00072

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

SECTION J - LIST OF ATTACHMENTS

TITLE	DATE	# OF PAGES	
Award/Contract (SF 26) and Continuation Sheets		49	
Contract Security Classification Specification (DD Form 254-E) Rev 6	29 Jul 03	6	1
Contract Data Requirements List (DD Form 1423) Exhibits A, B, and C, with Distribution List &	12 Oct 99	29	
Data Item Nos. A001, A0008, A0011, A013, A18 & A021	1 Sep 00	6	
Scope of Work SW-JLENS-16-97, "JLENS Program," Rev. 2 With Attachment A	16 Nov 00 16 Nov 00	12	
With Attachment A	10 1000 00	2	
U.S. Army Strategic Defense Command Ballistic Missile Defense (BMD) Classification Guide, incorporated herein by reference. Upon request, the Contracting Officer will provide.	03 Jul 89	132	
incorporated herein by reference. Upon request, the Contracting Officer will provide.	29 Jun 92	16	
U.S. Army Strategic Defense Command Industrial Operations Security (OPSEC) Guide, incorporated herein by reference. Upon request, the Contracting Officer will provide.	Sep 91	88	
Military Standard (MIL-STD) 1806, Marking Technical Data Prepared by or for the Department of Defense, incorporated herein by reference.	1 Feb 90	43	
Joint Aerostat Project Management Office Aerostat Development Program Security Classification Guide incorporated by reference and previously furnished.	7 Jul 00	32	
(b) (7)(E) attached hereto by reference and previously furnished.	Aug 2000	70	

MODIFICATION P00082 TO CONTRACT DASG60-98-C-0001 PAGE 49 OF 49 PAGES PREVIOUS: P00073

TITLE	DATE	# OF PAGES	
Acronym List	14 Nov 97	7	
Rights in Technical Data and Computer Software attached hereto by reference.	12 Oct 99	2	
The Section K Representations, Certifications and Other Statements of Offeror submitted by contractor in response to RFP DASG60-97-R-0030 are hereby incorporated into this contract by reference.			
Scope of Work SW-JLENS-16-97, "JLENS Program, Spiral I" Rev 4	3 Dec 02	12	
Contract Data Requirements List (DD Form 1423) Exhibits A, B, and C, with Distribution List & Data Item Nos. A001 through A022	1 Oct 02	22	
Joint Land Attack Cruise Missile Defense Elevated Netted Sensor System (JLENS) Performance Specification (JPS) – Spiral 1	30 Oct 02	12	
y Classification Guide	15 Nov 00	24	(b)(3)(A) (i)&Title 10 Sec 130 (a)(b)

DEPARTMENT OF DEFENSE

1.	CLEARANCE AND SAFEGUARDING	
а,	FACILITY CLEARANCE REQUIRED	(b)(7)(E)
b.	LEVEL OF SAFEGU	

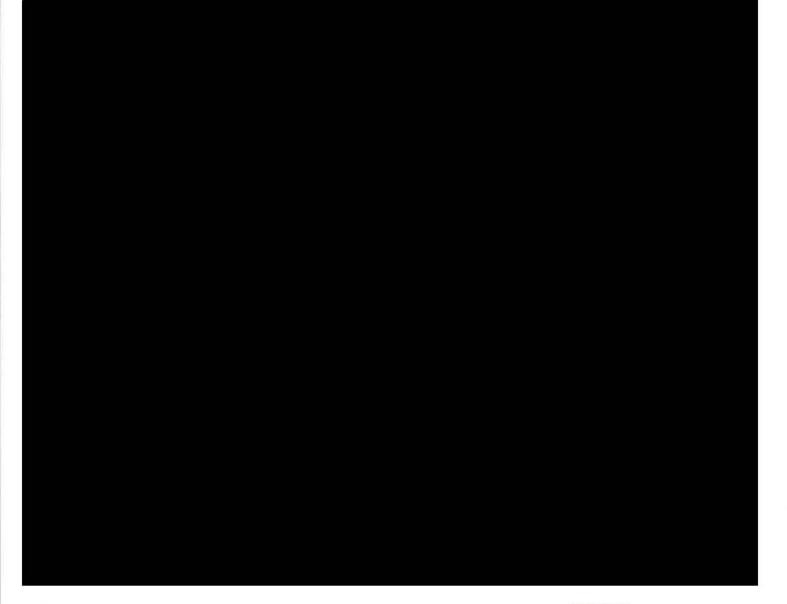
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_	DASG60-98-C-	0001			10000		=215045 NE2-10020 0022 50002	19980	
	b. SUBCONTRACT NUMBER			X	b.	REVISED (Supersedes all	REVISION NO.	DATE (YYYYM	
						previous specs)	6	20030	
	c. SOLICITATION OR OTHER NUMBER	DUE DATE (YYYYMM	MDD)		c.	FINAL (Complete Ite	m 5 in all cases)	DATE (YYYYM	MMDD)
15	THIS A FOLLOW-ON CONTRACT?	YES	NC). If Ye	es, c	omplete the following	j :	'	
Cl	assified material received or generated under	DASG60-96	-C-019	90	(Pr	eceding Contract Nu	mber) is transferred to the	his follow-on contra	act.
15	THIS A FINAL DD FORM 254?	YES	X NO). If Ye	es, c	omplete the following	j :		
In	response to the contractor's request dated	, re	tention	of the o	class	ified material is author	orized for the period of		
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	by the Industrial Security Manual or unless it has been approved for public release be submitted for approval prior to release Direct Through (S	2015 - 1986 HAMES DESCRIPTION OF STREET STR
	Deputy Commander, U.S. Army Space and Missile Defense Cor 35807-3801	mmand, ATTN: SMDC-PA, P.O. Box 1500, Huntsville, AL
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	to the Directorate for Freedom of Information and Security Review, Office of the A *In the case of non-DoD User Agencies, requests for disclosure shall be submitted	Assistant Secretary of Defense (Public Affairs) * for review.
3.	SECURITY GUIDANCE. The security classifiection guidance needed for this countries guidance or if any other contributing factor indicates a need for changes in the recommended changes; to challenge the guidance or the classification assigned and to submit any questions for interpretation of this guidance to the official identification and protected at the highest level of classification assigned or recommen separate correspondence, any documents/guides/extracts referenced herein. Add	his guidance, the contractor is authorized and encouraged to provide to any information or material furnished or generated under this contract; tified below. Pending final decision, the information involved shall be ded. (Fill in as appropriate for the classified effort. Attach, or forward under
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ITEM 13 Continuation

PERENCE BLOCK 8; Actual Performance Locations.

FACILITY	CODE	COGNIZANT SECURITIY OFFICE
Raytheon Company 2175 Park Place P.O. Box 902 El Segundo, CA 90245	1CEX7	Defense Security Service Pacific Region, Southern Sector 3605 Long Beach Blvd, Suite 405 Long Beach, CA 90807-4013
Raytheon Company 13510 N. Central Expressway Dallas, TX 75243	084T3	Defense Security Service 5800 E. Campus Circle Dr. Suite 110A Irving, TX 75063



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SECTION SF 30 BLOCK 14 CONTINUATION PAGE

The following items are applicable to this modification:

SECTION A - SOLICITATION/CONTRACT FORM MODIFICATION

- 1. SECTION I CONTRACT CLAUSES, DFARS 252.217-7027, paragraph (b) is hereby modified to read as follows:
 - (b) The schedule for definitizing this contract action is as follows:

Submission of Proposal: 60 days after award of letter contract modification

Begin Negotiations: 90 days after receipt of qualifying proposal

Definitization of Modification: 130 days after receipt of qualifying proposal (30 Sep 2003)

2. The following page substitution is hereby incorporated into the contract:

DELETE ADD

Page 46A, Modification P00073 Page 46A, Modification P00083



55. CONTRACT DEFINITIZATION (OCT 1998)(DFARS 252.217-7027)

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

Submission of Proposal: 60 days after award of letter contract modification

Begin Negotiations: 90 days after receipt of qualifying proposal

Definitization of Modification: 130 days after receipt of qualifying proposal (30 Sep 2003)

- (c) If agreement on a definitive contract action to supersede this undefinitized contract action is not reached by the target date in paragraph (b) of this clause, or within any extension of it granted by the Contracting Officer, the Contracting Officer may, with the approval of the head of the contracting activity, determine a reasonable price or fee in accordance with Subpart 15.4 and Part 31 of the FAR, subject to Contractor appeal as provided in the Disputes clause. In any event, the Contractor shall proceed with completion of the contract, subject only to the Limitation of Government Liability clause.
 - (1) After the Contracting Officer's determination of price or fee, the contract shall be governed by-
- (i) All clauses required by the FAR on the date of execution of this undefinitized contract action for either fixed-price or cost-reimbursement contracts, as determined by the Contracting Officer under this paragraph (c);
- (ii) All clauses required by law as of the date of the Contracting Officer's determination; and
 - (iii) Any other clauses, terms, and conditions mutually agreed upon.
- (2) To the extent consistent with paragraph (c)(1) of this clause, all clauses, terms, and conditions included in this undefinitized contract action shall continue in effect, except those that by their nature apply only to an undefinitized contract action
- (d) The definitive contract resulting from this undefinitized contract action will include a negotiated cost-plus-incentive-fee ceiling in no event to exceed \$37,000,000 for CLINs 0013/0014 and a negotiated cost-plus-fixed-fee ceiling in no event to exceed \$11,000,000 for CLINs 0015/0016.

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SECTION SF 30 BLOCK 14 CONTINUATION PAGE

The following items are applicable to this modification:

SECTION A - SOLICITATION/CONTRACT FORM MODIFICATION

Whereas, the contractor has submitted a proposal, dated 21 May 2003, for definitizing the Not To Exceed (NTE) for CLINs 0013/0014 and CLINs 0015/0016, and

Whereas, the parties have completed negotiations of the definitive CLINs 0013/0014 and 0015/0016, and

NOW, THEREFORE, the contract is modified as follows:

- 1. Standard Form 26, Block 15G, is hereby increased by \$41,047,110, from \$146,074,422 to \$187,121,532.
- 2. SECTION B SUPPLIES OR SERVICES AND PRICES/COSTS:
- a. Paragraph B-1. Line Item Description, CLIN 0013, the amount of \$37,000,000* is deleted and replaced with a definitive amount of \$41,047,110.
- **b. Paragraph B-1**. Line Item Description, CLIN 0015, the amount of \$11,000,000* is deleted and 2 subclins are established as shown below:

SUBCLIN	SUPPLIES OR SERVICES	QUANTITY	<u>AMOUNT</u>
0015AA	Level of Effort	See B-15	\$ 8,323,376
0015AB	Materials	See B-15	\$ 250,378

- c. Paragraph B-11. COMPLETION TYPE COST REIMBURSEMENT CONTRACT, paragraph a is changed to include CLIN 0013/0014 and paragraph h is added as follows:
- h. CLIN 0013 will be considered complete based upon the completion of the milestones listed in F-5 and the state of work requirement.
 - d. Paragraph B-12. SEPARATE APPLICATION OF FUNDING is changed to read as follows:
- B-12. <u>SEPARATE APPLICATION OF FUNDING</u>: The Limitation of Funds and Allowable Cost and Payments clauses apply separately to each of CLIN sets: 0001/0002, 0003/0004, 0005/0006, 0007/0008, 0009/0010, 0011/0012, 0013/0014 and 0015/0016.
- e. Paragraph B-13. TARGET COST, TARGET FEE, MINIMUM INCENTIVE FEE, MAXIMUM INCENTIVE FEE, AND INCENTIVE ARRANGEMENT FOR CLINs 0013/0014 is changed to read as follows:
- B-13. TARGET COST, TARGET FEE, MINIMUM INCENTIVE FEE, MAXIMUM INCENTIVE FEE, AND INCENTIVE ARRANGEMENT FOR CLINs 0013/0014:
 - a. Target Cost:
 - b. Target Fee:
 - c. Minimum Incentive Fee:
 - d. Maximum Incentive Fee:



(b)(d)

e. Total Target Cost and Target Fee:

\$41,047,110

f. Paragraph B-14. INCENTIVE FEE FOR CLINs 0013/0014 is changed to read as follows:

B-14. INCENTIVE FEE FOR CLINs 0013/0014:

In accordance with General Provisions FAR 52.216-7, entitled "Allowable Cost and Payments", and FAR 52.216-10, entitled "Incentive Fee", the total amount for reimbursement of cost and fee for performance under CLINs 0013 and 0014 are set forth below:

Target Cost Target Fee (6)(4) Incentive Arrangement: Maximum Fee: Minimum Fee: (Share Ratio: Government/Contractor) (b)(4)Underrun: for the amount by which the total allowable cost is less than the target cost until maximum fee is attained. (b)(4)Overrun: for the amount by which the total allowable cost exceeds the target cost until minimum fee is attained. FAR 52,216-10 INCENTIVE FEE Paragraph (e)(1) is stated as follows: (e) Fee payable. (1) The fee payable under this contract shall be the target fee increased by cents for every dollar that the total allowable cost is less than (6)(4) the target cost or decreased by ents for every dollar that the total allowable cost exceeds the target cost. In no event shall the fee be greater than than of the target cost.

g. Paragraph B-15. ESTEMATED COST, FIXED FEE, AND TOTAL AMOUNT FOR CLINs 0015/0016 is changed to read as follows:

B-15. ESTIMATED COST, FIXED FEE, AND TOTAL AMOUNT FOR CLINs 0015/0016:

- a. SUBCLIN 0015AA:
 - (1) The estimated cost, exclusive of fixed fee for SUBCLIN 0015AA, is

(2) The fixed fee for SUBCLIN 0015AA is

(6)(4)

- (3) The total amount for SUBCLIN 0015AA is \$8,323,376
- b. SUBCLIN 0015AB:

(1) The estimated cost, exclusive of fixed fee for SUBCLIN 0015AB, is



(b)(4)

- (2) The fixed fee for SUBCLIN 0015AB is
- (3) The total amount for SUBCLIN 0015AB is \$250,378.
- h. Paragraph B-16. LEVEL OF EFFORT (Applicable to CLINs 0015/0016) is hereby added as follows:



a. SUBCLIN 0015AA:

(1) In the performance of this contract, the contractor shall provide direct productive person hours (DPPH) level of effort by labor category, as set forth below, within the time period as set forth in Section F hereof:

DIRECT PRODUCTIVE PERSON HOURS LEVEL OF EFFORT

LABOR CATEGORY

Engineering and Support



- (2) DPPH are defined as prime contractor, consultant, and subcontractor actual direct labor hours exclusive of vacation, holiday, sick leave, and other absences.
- (3) In accordance with FAR 16.306(d)(2), entitlement to the total fixed fee is subject to the certification by the contractor to the Administrative Contracting Officer that he has exerted the DPPH level of effort by labor category as specified herein in performing the work called for, has provided the reports called for, and the effort performed and reports provided are considered satisfactory by the Government.
- b. SUBCLIN 0015AB: Material is property that may be incorporated into or attached to the demonstrated end item or that may be consumed or expended in performing CLIN 0015. It includes assemblies, components, parts, raw and pressed material, and small tools and supplies that may be consumed in normal use in performing CLIN 0015.

3. SECTION F - DELIVERIES OR PERFORMANCE

- a. Paragraph F-1. COMPLETION OF REQUIREMENT paragraphs g and h are changed to read as follows:
- g. The contractor shall complete the task required by CLIN 0013 no later than 30 Jun 2005. The contractor shall complete delivery of all data and reports required by CLIN 0014 by 30 Sep 05.
- h. The contractor shall complete the task required by CLIN 0015 and complete delivery of all data and reports required by CLIN 0016 by 30 Sep 07.
- **b.** Paragraph F-5. MILESTONE EVENTS AND PERFORMANCE PERIOD: CLINs 0013/0014 milestones are changed as follows:

MILESTONE EVENT TIME PERIOD

CLIN 0013 - Spiral 1

System Requirements Review First Quarter FY 03

Design Review Second Quarter FY 03

Processing Station IPR Third Quarter FY 03

Platform IPR Fourth Quarter FY 03

Payload IPR First Quarter FY 04

System IPR Second Quarter FY 04

Radar Ground Test Third Quarter FY 04

SIL Interoperability Demonstration

Fourth Quarter FY 04

Integration and Test Site

First Quarter FY 05

JLENS System FVT

Second Quarter FY 05

Roving Sands 05

Third Quarter FY 05

CLIN 0015/0016 milestones are hereby deleted.

4. SECTION G - CONTRACT ADMINISTRATION DATA:

- a. Paragraph G-1. INVOICING AND VOUCHERING:
- Paragraph d. applicability is changed to read "(Applicable to CLINs 0003/0004, 0005/0006, 0007/0008, and 0013/0014)."
 - (2) Paragraph h is added as follows:

h. The contractor may include in provisional vouchers fixed fee based on the percentage of level of effort hours exerted to the total level of effort hours stipulated in Section B, Paragraph B-16, subject to the withholding reserve of the contract clause titled "Fixed Fee." (Applicable to CLINs 0015/0016).

- **b. Paragraph G-6**, IMPLEMENTATION OF AND EXPLANATION OF THE RELATIONSHIP OF THE LIMITATION OF FUNDS (LOF) CLAUSE TO FEE OBLIGATIONS:
 - (1) Paragraph g. (CLINs 0013 and 0014) is changed to read as follows:

g. CLINs 0013 and 0014:

(1)	Amount Required for Full Funding,	\$41,047,110	
	Including Fee(s):		
(2)	Amount Allotted under the LOF		(b)(4)
	Clause for Payment of Target Costs:		(=)(=)
(3)	Amount Separately Obligated		
	for Payment for Target Fee:	ęs gs	
(4)	Total Amount Allotted	\$11,366,000	
	and Obligated:		
(5)	Net Amount Required for	\$29,681,110	
	Full Funding:		
(6)	Estimated Period of Performance	31 Oct 03	

- (2) Paragraph h. (CLINs 0015 and 0016) is added as follows:
- h. CLINs 0015 and 0016:

SUBCLIN 0015AA:

the Allotted Amount will cover:

(1)	Amount Required for Full Funding, Including Fee(s):	\$_8	3,323,376
(2)	Amount Allotted Under the LOF Clause for Payment of Costs:	\$	-0-
(3)	Amount Separately Obligated for Payment of Fee:	\$	-0-

(4)	Total Amount Allotted and Obligated:	\$
(5)	Net Amount Required for Full Funding:	\$ <u>8,323,376</u>
(6)	Estimated Period of Performance the Allotted Amount Will Cover:	

SUBCLIN 0015AB:

(1)	Amount Required for Full Funding, Including Fee(s):	\$ 250,378
(2)	Amount Allotted Under the LOF Clause for Payment of Costs:	\$ -()-
(3)	Amount Separately Obligated for Payment of Fee:	\$ -()-
(4)	Total Amount Allotted and Obligated:	\$ -0-
(5)	Net Amount Required for Full Funding:	\$ 250,378

(6) Estimated Period of Performance the Allotted Amount Will Cover:

5. SECTION H - SPECIAL CONTRACT REQUIREMENTS:

a. Paragraph H-3. OPTIONS, CLIN 0015 is changed to read as follows:

At the unilateral option of the government, CLIN 0015 may be exercised incrementally or totally not later than 30 Sep 07, up to the amount set forth in Section B of the contract. The CPFF unit price per DPPH will be used to exercise CLIN 0015, if it is exercised incrementally.

(b)(4)

b. Paragraph H-10. INCREMENTAL FUNDING OF THE CONTRACT: Paragraph c., CLINs 0013 and 0015 are changed to read as follows:

CLIN 0013	Current Obligations FY 04 FY 05	\$11,366,000 \$18,293,000 \$11,388,110
CLIN 0015	TBD	TBD

6. SECTION I - CONTRACT CLAUSES:

- a. FAR 52.216-8, FIXED FEE. Applicability is changed to include CLINs 0015/0016.
- b. FAR 51.216-10, INCENTIVE FEE. Applicability is changed to include CLINs 0013/0014.
- c. FAR 52.216-24, LIMITATION OF GOVERNMENT LIABILITY (APR 1984) is hereby deleted.
- **d. FAR 52.216-26**, PAYMENTS OF ALLOWABLE COSTS BEFORE DEFINITIZATION (MAR 2000) is hereby deleted.
 - e. DFARS 252.217-7027, CONTRACT DEFINITIZATION (OCT 1998) is hereby deleted.

7. SECTION J – LIST OF ATTACHMENTS is modified as follows:

a. Contract Data Requirements List (DD Form 1423), Exhibits A, B, and C, with Distribution List & Data Item Nos. A001, A008, A011, A013, A018, & A021, dated 12 Oct 99 is hereby deleted.

- b. Scope of Work SW-JLENS-16-97, "JLENS Program, Spiral 1" Rev 4, dated 3 Dec 02 is hereby deleted and replaced with Statement of Work, "JLENS Program, Spiral 1," Rev 5, dated 30 May 03.
- c. Contract Data Requirements List (DD Form 1423), Data Item Nos. A001, A004, A022, dated 1 Oct 02 are hereby deleted and replaced with the following:

A001, dated 19 Sep 03 A004, dated 11 Jun 03 A022, dated 1 Aug 03

- d. Contract Data Requirements List (DD Form 1423), Data Item No. A023, dated 2 Jun 03 is hereby incorporated into the contract.
- e. Government Furnished Equipment List Spiral 1, dated 20 Jun 03 is hereby incorporated into the contract.
- 8. The following page substitutions are hereby incorporated into the contract:

DELETE

ADD

Page 1, Modification P00076	Page 1, Modification P00084
Page 3Ai, Modification P00073	Page 3Ai, Modification P00084
Page 3B, Modification P00076	Page 3B, Modification P00084
Page 6, Modification P00051	Page 6, Modification P00084
Page 7, Modification P00073	Page 7, Modification P00084
Page 7A, Modification P00073	Page 7A, Modification P00084
Q	Page 7B, Modification P00084
Page 10, Modification P00073	Page 10, Modification P00084
Page 11A, Modification P00073	Page 11A, Modification P00084
Page 12, Modification P00051	Page 12, Modification P00084
Page 15, Modification P00073	Page 15, Modification P00084
	Page 15A, Modification P00084
Page 17, Modification P00073	Page 17, Modification P00084
Page 22, Modification P00073	Page 22, Modification P00084
Page 27, Modification P00034	Page 27, Modification P00084
Page 31, Modification P00073	Page 31, Modification P00084
Page 31A, Modification P00080	Page 31A, Modification P00084
Page 31B, Modification P00073	Page 31B, Modification P00084
Page 35, Modification P00073	Page 35, Modification P00084
Page 46A, Modification P00083	Page 46A, Modification P00084
Page 47, Modification P00082	Page 47, Modification P00084
Page 49, Modification P00082	Page 49, Modification P00084
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MODIFICATION P00084 TO CONTRACT DASG60-98-C-0001 PAGE 3Ai OF 49 PAGES PREVIOUS: MOD P00073

	BASIC				
0013	Spiral 1 - COTS - Based System	1	Task	\$41,047,110	
	Statement of Work SW-JLENS-16-97, dated 3 Dec 02, Rev 4, titled "JLENS Program, Spiral 1", incorporated herein and attached as set forth in Part III, Section J, hereof. Paragraphs 1.1, 1.2, 1.3, 2.1, 2.2, 2.3, 2.4, 2.5, 2.6.2, 2.6.3, 2.9, 3.1, 3.2, 3.3, 3.4, 3.5.1, 3.5.2, 3.5.3, 3.5.4, 3.5.5, 3.5.6, 3.5.7, 3.7, 3.8, 3.9, 3.9.1, 3.9.2, 3.10.1, 3.10.1.1, 3.10.1.2, 4.1, 4.2, 5.1, 5.2, 5.3, 5.4, 5.5, 5.6, 6.1.2, 6.1.3, 6.1.4, 6.1.5, 6.1.6, 6.2, 6.3, 6.4, 7.0				
0014	Contract Data Requirements List (CDRL), DD Form 1423, Exhibit A, consisting of Exhibit Line Item Nos. A001 through A006 and A008 through A020 and A022 incorporated herein and attached as set forth in Part III, Section J, hereof.	1	Lot	Not Separately Priced	
	OPTION V				
0015	Operations & Sustainment — Statement of Work SW-JLENS-16-97, dated 3 Dec 02, Rev 4, titled "JLENS Program, Spiral 1", incorporated herein and attached as set forth in Part III, Section J, hereof. Paragraphs 1.1, 1.2, 1.3, 2.1, 2.2, 2.3, 2.4, 2.5, 2.6.1, 2.9, 3.1, 3.4, 3.5.1, 3.5.6, 3.7, 3.8, 5.6, 6.1.2, 6.1.3, 6.1.4, 6.1.5, 6.1.6, 6.2, 6.3, 6.4, 7.0, and 8.0	See B-15			
0015AA	Level-of-Effort (Includes labor and travel)	See B-15		\$8,323,376	
0015AB	Materials	See B-15		\$ 250,378	
0016	Contract Data Requirements List (CDRL), DD Form 1423, Exhibit B, consisting of Exhibit Line Item Nos. B001 through B010, incorporated herein and attached as set forth in	1	Lot	Not Separately Priced	

Part III, Section J, hereof.

MODIFICATION P00084 TO CONTRACT DASG60-98-C-0001 PAGE 3B OF 49 PAGES PREVIOUS: MOD P00076

<u>CLIN</u>	SUPPLIES OR SERVICES	QUANTITY	<u>UNIT</u>	<u>AMOUNT</u>	
0009AA	Available Direct Productive Person Hours (DPPH) Exercised DPPH		See B-10 See B-10		(b)(4)
0009AB	Available Material Dollars Exercised Material Dollars		See B-10	\$ 5,433,402 \$ 94,894	
0015AA	Available Direct Productive Person Hours (DPPH) Exercised DPPH	-0-	See B-16 See B-16		(b)(4)
0015AB	Available Material Dollars Exercised Material Dollars		See B-16 See B-16	\$ 250,378 \$ -0-	

MODIFICATION P00084 TO CONTRACT DASG60-98-C-0001 PAGE 6 OF 49 PAGES PREVIOUS: MOD P00051

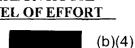
B-10. LEVEL OF EFFORT (Applicable to CLINs 0009/0010):

- a. SUBCLIN 0009AA:
- (1) In the performance of this contract, the contractor shall provide direct productive person hours (DPPH) level of effort by labor category, as set forth below, within the time period as set forth in Section F hereof:

DIRECT PRODUCTIVE PERSON HOURS LEVEL OF EFFORT

LABOR CATEGORY

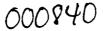
Engineering and Support



- (2) DPPH are defined as prime contractor, consultant, and subcontractor actual direct labor hours exclusive of vacation, holiday, sick leave, and other absences.
- (3) In accordance with FAR 16.306(d)(2), entitlement to the total fixed fee is subject to the certification by the contractor to the Administrative Contracting Officer that he has exerted the DPPH level of effort by labor category as specified herein in performing the work called for, has provided the reports called for, and the effort performed and reports provided are considered satisfactory by the Government.
- b. SUBCLIN 0009AB: Material is property that may be incorporated into or attached to the demonstrated end item or that may be consumed or expended in performing CLIN 0009. It includes assemblies, components, parts, raw and pressed material, and small tools and supplies that may be consumed in normal use in performing CLIN 0009.

B-11 COMPLETION TYPE COST REIMBURSEMENT CONTRACT:

- a. Performance of Contract Line Items 0001/0002, 0003/0004, 0005/0006 (if exercised), 0007/0008 (if exercised), 0011/0012 (if exercised), and 0013/0014 shall be accomplished on a completion basis as defined in FAR 16.306(d)(1). Pending satisfactory completion of the task, fee payments are provisional and are not final. Fee payments will not become final unless and until the contractor performs the task required by CLINs 0003, 0005 (if exercised), 0007 (if exercised) and 0011 (if exercised) and delivers data required by CLINs 0006 (if exercised), 0008 (if exercised), 0012 (if exercised), and 0014 and such are accepted by the Government as being satisfactory. In the event the task cannot be completed by the contractor within the estimated cost of the CLIN, the Government may require completion of the task without increase in fee, provided the Government increases the estimated cost of the CLIN under the LIMITATION OF COST or FUNDS contract clause.
- b. CLIN 0001 will be considered complete based upon the completion of the statement of work requirements.
- c. CLIN 0003 will be considered complete based upon the completion of the milestones listed in F-5 and the statement of work requirement.
- d. CLIN 0005 (if exercised) will be considered complete based upon the completion of PTIR ADSAM Demonstration and statement of work requirements.



MODIFICATION P00084 TO CONTRACT DASG60-98-C-0001 PAGE 7 OF 49 PAGES PREVIOUS: MOD P00073

- e. CLIN 0007 (if exercised) will be considered complete based upon the completion of the statement of work requirements.
- f. CLIN 0011 (if exercised) will be considered complete based upon completion of the statement of work requirements.
- g. CLINs 0002, 0004, 0006 (if exercised), 0008 (if exercised), 0012 (if exercised), and 0014 will be considered complete based upon a determination that all data and reports have been submitted and accepted, as set forth in Block 8 of each exhibit line item number of the DD Form 1423
- h. CLIN 0013 will be considered complete based upon the completion of the milestones listed in F-5 and the statement of work requirement.
- B-12. <u>SEPARATE APPLICATION OF FUNDING</u>: The Limitation of Funds and Allowable Cost and Payments clauses apply separately to each of CLIN sets. 0001/0002, 0003/0004, 0005/0006, 0007/0008, 0009/0010, 0011/0012, 0013/0014 and 0015/0016.

B-13. TARGET COST, TARGET FEE, MINIMUM INCENTIVE FEE, MAXIMUM INCENTIVE FEE, AND INCENTIVE ARRANGEMENT FOR CLINs 0013/0014:

- a. Target Cost:
- b. Target Fee:
- c. Minimum Incentive Fee.
- d. Maximum Incentive Fee:
- e. Total Target Cost and Target Fce:



\$41,047,110

B-14. INCENTIVE FEE FOR CLINs 0013/0014:

In accordance with General Provisions FAR 52.216-7, entitled "Allowable Cost and Payments", and FAR 52.216-10, entitled "Incentive Fee", the total amount for reimbursement of cost and fee for performance under CLINs 0013 and 0014 are set forth below:

Target Cost Target Fee



Incentive Arrangement: Maximum Fee Minimum Fee:

(Share Ratio: Government/Contractor)

Underrun:

70/30 for the amount by which the total allowable cost is less than the

target cost until maximum fee is attained.

000841

(b)(4)

(6)(4)

MODIFICATION P00084 TO | CONTRACT DASG60-98 \ \(\cdot \text{Ad3} \) PAGE 7A OF 49 PAGES | PREVIOUS: MOD P00073 |

	Overrun:	for the amount by which the total allowable cost exceeds the target cost until minimum fee is attained.	(b)(4)
	FAR 52.216-10	Paragraph (e)(1) is stated as follows: (e) Fee payable. (1) The fee payable under this contract shall be the target fee increased by for every dollar that the total allowable cost or decreased by for every dollar that the total allowable cost exceeds the target cost. In no event shall the fee be greater than for less than the target cost.	(,) (,)
B-15.	ESTIMATED COST, I	FIXED FEE, AND TOTAL AMOUNT FOR CLINs 0015/0016:	
	a. SUBCLIN 0015AA		
	(1) The estima	ted cost, exclusive of fixed fee for SUBCLIN 0015AA, is	
	(2) The fixed f	ee for SUBCLIN 0015AA is	1, 162
	(3) The total a	mount for SUBCLIN 0015AA is \$8,323,376.	(6)(4)
	b. SUBCLIN 0015AB		
	(1) The estima	ted cost, exclusive of fixed fee for SUBCLIN 0015AB, is	
	(2) The fixed f	See for SUBCLIN 0015AB is	
	(3) The total a	mount for SUBCLIN 0015AB is \$250,378.	
B-16.	LEVEL OF EFFORT (Applicable to CLINs 0015/0016):	
	a. SUBCLIN 0015AA:		
		ance of this contract, the contractor shall provide direct productive person y labor category, as set forth below, within the time period as set forth in	
	LABOR CATEGORY	DIRECT PRODUCTIVE PERSON HOURS LEVEL OF EFFORT	
	Engineering and Support	(b)(4)	
hours e		ined as prime contractor, consultant, and subcontractor actual direct laboraby, sick leave, and other absences.	г

MODIFICATION P00084 TO CONTRACT DASG60-98-C-0001 PAGE 7B OF 49 PAGES ADDED: MOD P00084

- (3) In accordance with FAR 16 306(d)(2), entitlement to the total fixed fee is subject to the certification by the contractor to the Administrative Contracting Officer that he has exerted the DPPH level of effort by labor category as specified herein in performing the work called for, has provided the reports called for, and the effort performed and reports provided are considered satisfactory by the Government.
- b. SUBCLIN 0015AB: Material is property that may be incorporated into or attached to the demonstrated end item or that may be consumed or expended in performing CLIN 0015. It includes assemblies, components, parts, raw and pressed material, and small tools and supplies that may be consumed in normal use in performing CLIN 0015.

SECTION F - DELIVERIES OR PERFORMANCE

F-1. COMPLETION OF REQUIREMENT:

- a. The contractor shall complete the task required by CLIN 0001 and complete delivery of all data and reports required by CLIN 0002 by 30 Aug 99.
- b. The contractor shall complete the task required by CLIN 0003 and complete delivery of all data and reports required by CLIN 0004 by 30 Sep 05.
- c. The contractor shall complete the task required by CLIN 0005 and complete delivery of all data and reports required by CLIN 0006 by 30 Sep 05 for each Subclin, if exercised.
- d. The contractor shall complete the task required by CLIN 0007 and complete delivery of all data and reports required by CLIN 0008 by 30 Sep 05 for each Subclin, if exercised.
- c. The contractor shall provide all level of effort, data, and reports required by CLINs 0009 and 0010 by 30 Sep 05.
- f. The contractor shall complete the task required by CLIN 0011 and complete delivery of all data and reports required by CLIN 0012 by 30 Sep 07.
- g. The contractor shall complete the task required by CLIN 0013 no later than 30 Jun 05. The contractor shall complete delivery of all data and reports required by CLIN 0014 by 30 Sep 05.
- h. The contractor shall complete the task required by CLIN 0015 and complete delivery of all data and reports required by CLIN 0016 by 30 Sep 07.
- F-2. <u>DATA AND REPORTS</u>: The contractor shall prepare and deliver data and reports in accordance with the Contract Data Requirements List, DD Form 1423.

F-3. PLACE AND METHOD OF DELIVERY:

- a. The contractor shall deliver the reports and data specified in the Contract Data Requirements List, DD Form 1423, transportation charges paid, and addressed to the attention of offices by symbol as shown in Block 14 of DD Form 1423.
- b. The contractor shall furnish the Procuring Contracting Officer and the Administrative Contracting Officer one (1) copy of the transmittal letters submitting data requirements to the offices shown in Block 14 of DD Form 1423.
- F-4. <u>CLAUSE INCORPORATED BY REFERENCE (JUN 1988)(FAR 52.252-2)</u>. This contract incorporates one or more clauses by reference, with the same force and effect as if it were given in full text. Upon request, the Contracting Officer will make its full text available.

MODIFICATION P00084 TO CONTRACT DASG60-98-C-0001 PAGE 11A OF 49 PAGES PREVIOUS: P00073

CLIN 0013 - Spiral 1

System Requirements Review First Quarter FY 03

Design Review Second Quarter FY 03

Processing Station IPR Third Quarter FY 03

Platform IPR Fourth Quarter FY 03

Payload IPR First Quarter FY 04

System IPR Second Quarter FY 04

Radar Ground Test Third Quarter FY 04

SIL Interoperability Demonstration Fourth Quarter FY 04

Integration and Test Site First Quarter FY 05

JLENS System FVT Second Quarter FY 05

Roving Sands 05 Third Quarter FY 05

SECTION G - CONTRACT ADMINISTRATION DATA

G-1. INVOICING AND VOUCHERING:

- a. Public vouchers, together with any necessary supporting documentation, shall be submitted to the cognizant Defense Contract Audit Agency (DCAA) Office, prior to payment by the Finance and Accounting Office specified in Block 12, Page 1, Section A, of Standard Form 26.
- b. A copy of each voucher, together with any necessary supporting documentation, shall also be submitted to the issuing office specified in Block 5, Page 1, Section A of Standard Form 26, concurrently with submission to the DCAA.
- c. The contractor shall identify on each public voucher the Contract Line Item Number (CLIN) which pertains to the charges billed, e.g., CLIN 0003A.
- d. The contractor may include in provisional vouchers target fee based on the percentage of work completed, subject to the withholding reserve of the contract clause titled "Incentive Fee." The Contracting Officer may elect to withhold or accelerate fee payment based upon the Contractor's actual performance as compared to the milestone events target dates as set forth in Section F-5 hereof. (Applicable to CLINs 0003/0004, 0005/0006, 0007/0008, and 0013/0014).
- e. The contractor may include in provisional vouchers fixed fee based on the percentage of level of effort hours exerted to the total level of effort hours stipulated in Section B, Paragraph B-18, subject to the withholding reserve of the contract clause titled "Fixed Fee." (Applicable to CLINs 0009/0010).
- f. The contractor may include in provisional vouchers fixed fee based on the percentage of work completed, subject to the withholding reserve of the contract clause titled "Fixed Fee." The Contracting Officer may elect to withhold or accelerate fee payment based upon the Contractor's actual performance as compared to the milestone events target dates as set forth in Section F-5 hereof. (Applicable to CLINs 0011/0012).
- g. The Paying Office shall ensure that the voucher is disbursed for each ACRN as indicated on the voucher (or as specified herein).
- h. The contractor may include in provisional vouchers fixed fee based on the percentage of level of effort hours exerted to the total level of effort hours stipulated in Section B, Paragraph B-18, subject to the withholding reserve of the contract clause titled "Fixed Fee." (Applicable to CLINs 0015/0016).
- G-2. <u>CONTRACT ADMINISTRATION</u>: Administration of this contract will be performed by the cognizant office as shown in Block 6, Page 1, Section A, of Standard Form 26. No changes, deviations, or waivers shall be effective without a modification of the contract executed by the Contracting Officer or his duly authorized representative authorizing such changes, deviations, or waivers.

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d.	CI	INC	001	1 an	А	001	17
u.	۱ .1.	ALI NO	ww	1 411	u	UUI	

(6) Estimated Period of Performance the Allotted Amount Will Cover:

*NOT-TO-EXCEED (NTE)

g. CLINs 0013 and 0014:

(1) Amount Required for Full Funding, Including Fee(s):	\$ <u>41,047,110</u>
(2) Amount Allotted Under the LOF Clause for Payment of Costs:	
(3) Amount Separately Obligated for Payment of Target Fee:	
(4) Total Amount Allotted and Obligated:	\$ <u>11,366,000</u>
(5) Net Amount Required for Full Funding:	\$ 29,681,110
(6) Estimated Period of Performance the Allotted Amount Will Cover.	31 Oct 03

h. CLINs 0015 and 0016:

SUBCLIN 00015AA:

(6) Estimated Period of Performance the Allotted Amount Will Cover



(b)(4)

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SUBCLIN 00015AB:

(1)	Amount Required for Full Funding, Including Fee(s):	\$ 250,378
(2)	Amount Allotted Under the LOF Clause for Payment of Costs:	\$ -0-
(3)	Amount Separately Obligated for Payment of Fee:	\$
(4)	Total Amount Allotted and Obligated:	\$ -0-
(5)	Net Amount Required for Full Funding:	\$ 250,378

(6) Estimated Period of Performance the Allotted Amount Will Cover:

G-7. DELETED

G-8. Remittance Address:



(4)(4)

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

	OPTION	DATE	
	CLINs 0005/0006 (OPTION I)		
	0005 A A	NLT 30 Dec 00	
	0005AB	NLT 30 Dec 02	
	0005AC	NLT 30 Jun 03	
	CLINs 0007/0008 (OPTION II)		
	0007 A A	NLT 30 Nov 01	
	0007AB	NLT 30 Nov 02	
	0007AC	NLT 30 Jun 03	
	CLINs 0011 and 0012 (Option IV)	NLT 30 Dec 05	
forth	CLIN 0009: At the unilateral option of the government, mentally or totally at any time during the period of performance of in Section B of the contract. The CPFF unit price per DPPH 10009, if it is exercised incrementally.		(6)(4)
	CLIN 0015: At the unilateral option of the government,	, CLIN 0015 may be exercised	

incrementally or totally not later than 30 Sep 07, up to the amount set forth in Section B of the contract.

The CPFF unit price per DPPH will be used to exercise CLIN 0015, if it is exercised incrementally.

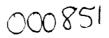
MODIFICATION P00084 TO CONTRACT DASG60-98-C-0001 PAGE 22 OF 49 PAGES PREVIOUS: MOD P00073

	PLANNED DATE OF FUNDING	AMOUNT	<u>CUMULATIVE</u>
		(In Millions)	
CLIN 0003	Current Obligations (Oct 99)		\$31,431,222
	FY 00	16.0000	
	FY 01	17.5000	
	FY 02	20.0650	
	FY 03	20.0650	
	FY 04	20.0650	
	FY 05	20.040254	
CLIN 0005 (OPTION I)	TBD	TBD	
CLIN 0007 (OPTION II)	TBD	TBD	
CLIN 0009 (OPTION III)	TBD	TBD	
CLIN 0011 (OPTION IV)	TBD	TBD	
CLIN 0013	Current Obligations FY 04 FY 05	\$18,293,000 \$11,388,110	\$11,366,000
CLIN 0015	TBD	TBD	

- c. The Government may unilaterally change planned allotments. Such changes in planned allotments will not in and of themselves entitle the contractor to an equitable adjustment under this contract. However, any equitable adjustment which is required will be settled in accordance with the CHANGES clause of the contract. If the contractor incurs costs at a pace which exceeds the foregoing allotment schedule then the contractor shall not be entitled to an increase in the potential award fee unless and to the extent that the accelerated spending is caused by a change to the contract independently changing the work.
- d. Nothing herein shall be interpreted as creating an obligation in advance of an appropriation or allotment.
- e. At any time the contractor determines that the next planned allotment or any succeeding allotment will not be sufficient, the contractor shall notify the Contracting Officer in writing. In accordance with the LIMITATION OF FUNDS clause, this notice is required 30 days prior to the end of the then current funding period. (This notice is in addition to the notice required by paragraph (c) of the LIMITATION OF FUNDS clause.)

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CLAUSE NUMBER	FAR <u>CITATION</u>	CLAUSE TITLE	_DATE
30	52.216-8	FIXED FEE (Applicable to CLINs 0009/0010, 0011/0012, and 0015/0016)	MAR 1997
31	52,216-10	INCENTIVE FEE (Applicable to CLINs 0003/0004 and 0013/0014)	MAR 1997
32	52.216-12	COST-SHARING CONTRACT - NO FEE (Applicable to CLINs 0001/0002)	APR 1984
33	52.219-8	UTILIZATION OF SMALL, SMALL DISADVANTAGED, AND WOMEN-OWNED SMALL BUSINESS CONCERNS	JUN 1997
34	52.219-9	SMALL, SMALL DISADVANTAGED, AND WOMEN- OWNED SMALL BUSINESS SUBCONTRACTING PLAN	AUG 1996
		ALTERNATE II	MAR 1996
35	52.219-16	LIQUIDATED DAMAGES - SUBCONTRACTING PLAN	OCT 1995
36	52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB 1997
37	52.222-2	PAYMENT FOR OVERTIME PREMIUMS Insert _0_ at end of first sentence, paragraph (a).	JUL 1990
38	52.222-3	CONVICT LABOR	AUG 1996
39	52.222-4	CONTRACT WORK HOURS AND SAFETY STANDARDS ACT-OVERTIME COMPENSATION	JUL 1995
40	52,222-20	WALSH-HEALEY PUBLIC CONTRACTS ACT	DEC 1996
41	52.222-26	EQUAL OPPORTUNITY	APR 1984
42	52.222-28	EQUAL OPPORTUNITY PREAWARD CLEARANCE OF SUBCONTRACTS	APR 1984
43	52.222-35	AFFIRMATIVE ACTION FOR SPECIAL DISABLED AND VIETNAM ERA VETERANS	APR 1984
44	52.222-36	AFFIRMATIVE ACTION FOR HANDICAPPED WORKER	S APR 1984



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

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THE FOLLOWING FAR FULL TEXT CLAUSES APPLY:

102. RESERVED.

103. RESERVED.

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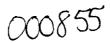
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CLAUSE NUMBER	DFARS CITATION	CLAUSE TITLE	DATE
52	252.249-7001	NOTIFICATION OF SUBSTANTIAL IMPACT ON EMPLOYMENT	DEC 1991
53	252,249-7002	NOTIFICATION OF ANTICIPATED CONTRACT TERMINATION OR REDUCTION (Set forth in full text herein)	DEC 1996
54	252.251-7000	ORDERING FROM GOVERNMENT SUPPLY SOURCES	MAY 1995

THE FOLLOWING DOD FAR SUPPLEMENT FULL TEXT CLAUSES APPLY:

11. COST ESTIMATING SYSTEM REQUIREMENTS (JUL 1997)(252,215-7002)

- (a) Definition. "Estimating system" means the Contractor's policies, procedures, and practices for generating estimates of costs and other data included in proposals submitted to customers in the expectation of receiving contract awards. Estimating system includes the Contractor's --
 - (1) Organizational structure;
 - (2) Established lines of authority, duties, and responsibilities;
 - (3) Internal controls and managerial reviews;
 - (4) Flow of work, coordination, and communication; and
- (5) Estimating methods, techniques, accumulation of historical costs, and other analyses used to generate cost estimates.
 - (b) General.
- (1) The Contractor shall establish, maintain, and comply with an estimating system that is consistently applied and produces reliable, verifiable, supportable, and documented cost estimates that are an acceptable basis for negotiation of fair and reasonable prices.
 - (2) The system should be --
 - (i) Consistent and integrated with the Contractor's related management systems; and
 - (ii) Subject to applicable financial control systems.



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55. RESERVED

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

SECTION J - LIST OF ATTACHMENTS

TITLE	DATE	# OF PAGES
Award/Contract (SF 26) and Continuation Sheets		49
Contract Security Classification Specification (DD Form 254-E) Rev 6	29 Jul 03	6
Scope of Work SW-JLENS-16-97, "JLENS Program," Rev. 2 With Attachment A	16 Nov 00 16 Nov 00	12 2
U.S. Army Strategic Defense Command Ballistic Missile Defense (BMD) Classification Guide, incorporated herein by reference. Upon request, the Contracting Officer will provide.	03 Jul 89	132
incorporated herein by reference. Upon request, the Contracting Officer will provide.	29 Jun 92	16
U.S. Army Strategic Defense Command Industrial Operations Security (OPSEC) Guide, incorporated herein by reference. Upon request, the Contracting Officer will provide.	Sep 91	88
Military Standard (MIL-STD) 1806, Marking Technical Data Prepared by or for the Department of Defense, incorporated herein by reference.	1 Feb 90	43
Joint Aerostat Project Management Office Aerostat Development Program Security Classification Guide incorporated by reference and previously furnished.	7 Jul 00	32
(b) (7)(E) attached hereto by reference and previously furnished.	Aug 2000	70

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TITLE	DATE	# OF PAGES	
Acronym List	14 Nov 97	7	
Rights in Technical Data and Computer Software attached hereto by reference.	12 Oct 99	2	
The Section K Representations, Certifications and Other Statements of Offeror submitted by contractor in response to RFP DASG60-97-R-0030 are hereby incorporated into this contract by reference.			
Scope of Work SW-JLENS-16-97, "JLENS Program, Spiral 1" Rev 5	30 May 03	12	I
Contract Data Requirements List (DD Form 1423) Exhibits A, B, and C, with Distribution List & Data Item Nos. A001 through A023	19 Sep 03	24	1
Joint Land Attack Cruise Missile Defense Elevated Netted Sensor System (JLENS) Performance Specification (JPS) – Spiral 1	30 Oct 02	12	
Classification Guide	15 Nov 00	24	(b)(3)(A)
Government Furnished Equipment – Spiral 1	20 Jun 03	1	1

PROGRAM EXECUTIVE OFFICE FOR AIR AND MISSILE DEFENSE JOINT LAND ATTACK CRUISE MISSILE DEFENSE ELEVATED NETTED SENSOR SYSTEM (JLENS) PROJECT OFFICE

JLENS PROGRAM

SW-JLENS-16-97 DASG60-98-C-0001

STATEMENT OF WORK
Spiral 1

30 May 03

Rev 5

1.0 INTRODUCTION

1.1 Objectives

The JLENS Program has three primary objectives: 1) mitigation of the risk associated with the execution of the program, and 2) design, development, fabrication, integration, test, demonstration, and maintenance of a system which meets the JLENS performance requirements, and (3) provide an operational "leave behind" system. (13,15)

1.2 Scope

This Statement of Work (SOW) defines the requirements for a JLENS Program. Fechnical requirements are contained in the JLENS Performance Specification - Spiral 1 (JPSS1). The JLENS Program is composed of three segments: 1) Risk Mitigation (RM); 2) Design, Development, Demonstration, and Test; and 3) Operations and Sustainment (O&S). The contractor shall design, develop, procure, fabricate, integrate, test, demonstrate, operate, and deliver a system that meets the requirements of this SOW and the Performance Specifications. (13,15)

1.3 Integrated Product Teams (IPTs)

The JLENS system shall be developed using a partnership between the government and industry. The IPTs shall be the basis of the partnership. The contractor shall implement IPTs as an integral part of the JLENS Program. The contractor shall be an integral member of government IPTs and the government will be an integral member of contractor IPTs. (13,15)

2.0 PROGRAM MANAGEMENT

2.1 General

The contractor shall ensure all activities are controlled, scheduled, monitored, reported, and managed consistent with and supportive of the requirements set forth in this SOW. The contractor shall implement an integrated master approach defining the events, accomplishments, criteria, and associated processes in accordance with (IAW) contract Attachment A1 entitled, "Program Management Approach" (13,15)

2.2 Meetings and Reviews - Contractor Internal

The contractor shall identify, conduct, support, attend, and document reviews, and make assessments by which the degree of completion of technical and programmatic efforts related to major schedule milestones can be made. The contractor shall notify and invite the government to all such contractor and subcontractor reviews in a timely manner. (13,15)



2.3 Meetings and Reviews - Contractor/Government

The contractor shall conduct program reviews (PRs). The PRs shall address technical performance; risk and risk management; cost, technical and schedule progress; program status; staffing; and issues that could affect program execution. The contractor shall relate technical accomplishment to cost and schedule using earned value during PRs. The contractor shall conduct PM level reviews at the request of the JLENS Project Manager. (CDRL A001) (13,15)

2.4 Master Integrated Program Schedule (MIPS)

The contractor shall ensure that all activities are controlled, scheduled, updated, monitored. reported, and managed consistent with and supportive of the requirements set forth in this SOW. The contractor shall develop a separate detailed Master Integrated Program Schedule (MIPS) for the JPSS1, JPSS2 and JPSS3 consistent with the Program Plan, CWBS, and CWBS Dictionary. The contractor shall logically link schedule tasks to reflect the manner in which the work is to be performed, resulting in the ability to analyze a critical path. The contractor shall document and provide the relationship between the MIPS and the CWBS. (CDRL A002) (13,15)

2.5 Contract Work Breakdown Structure (CWBS)

The contractor shall implement and maintain a CWBS and dictionary. The contractor shall use the CWBS as the primary framework for planning, budgeting, controlling, and reporting the status of program cost, schedules, and technical performance. The CWBS shall be developed to lowest level at which work is performed. (CDRL A002) (13.15)

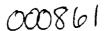
2.6 Cost Reporting

2.6.1 Funds Manhour Expenditure Report

The contractor shall provide a Funds Manhour Expenditure Report (CDRL A021)(15)

2.6.2 Cost Reporting

The contractor shall develop and implement a management control process that effectively uses earned value for integrated cost, schedule, and technical performance management and shall conduct an Integrated Baseline Review (IBR) (CDRI, A001 and A004). This shall include an earned value management control process that provides the basis for planning and controlling cost and schedule, measuring performance and progress, and generating timely, reliable reports. Data for JPSS1 shall be reported at the critical item level. Lower level reporting may be required based upon risk and shall be determined at the IBR. For JPSS1 the contractor shall prepare and provide a Cost Schedule Status Report (C/SSR)(CDRI, A002) and a Contract Funds Status Report (C/FSR)(CDRI, A003)(13)



2.6.3 Program Cost Estimate

Rough Order of Magnitude cost for System Development and Demonstration (SDD), procurement, and sustainment shall be developed. Anticipated SDD, production and sustainment requirements shall be provided periodically via a Contracting Officer letter. (CDRL A005)(13)

- 2.7 Renumbered previous paragraph to paragraph 2.6.3.
- 2.8 See para 3.1

2.9 Data Management

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

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

These requirements may be revised at the sole discretion of the government in order to incorporate newer or improved versions of software. The following electronic media is permissible: the classified JLENS server or CD-ROM, 100 and 250 MB Zip Disks. Media (e.g., diskettes, tapes, etc.) delivered under this contract shall be free of viruses. The contractor shall test such media for viruses prior to delivery. The contractor shall support and provide input to the government in the development of documentation to support the government acquisition documentation. (CDRL A006) (13,15)

3.0 SYSTEM ENGINEERING

3.1 General

The contractor shall conduct systems engineering and provide a system design that meets the requirements of this SOW and the performance specifications. The configurations of these systems shall be explained and documented in the System/Subsystem Design Document. Systems Engineering shall include system/subsystem engineering requirements allocation, specification production and configuration management, system analyses, tactical hardware, tactical software, tactical ground support equipment, risk management, radio frequency management, test requirements/plans, interface management and integration, safety, modeling and simulations, Cost as an Independent Variable (CAIV), and technical reviews and meetings. The contractor shall implement CAIV as authorized by the contracting officer IAW contract Attachment 3 entitled, "Cost as An Independent Variable Approach" and IAW contract Attachment 4 entitled, "System Engineering Approach." (13,15)

3.2 System Engineering Requirements Allocation

The contractor shall develop and provide a Specification Tree for each radar configuration to the equivalent of the Critical Item (CI)/Prime Item/subsystem level. The contractor shall flow down the requirements of the performance specifications to the equivalent of the CI/Prime Item/subsystem level. The contractor shall implement a producibility and manufacturing program that incorporates producibility and manufacturing into the design. This program shall include design strategies to preclude obsolescence, address production readiness reviews, producibility planning, manufacturing technology insertion and other pertinent efforts associated with manufacturing and production (A023). The contractor shall detail this information in Attachment A4 "Systems Engineering Approach". The contractor shall develop and maintain hardware design documentation that will allow the contractor to replicate the JLENS hardware. The contractor shall document this requirement allocation and supporting analyses in a Design Notebook (CDRL A008). The Design Notebook shall include refinements of and updates to the information presented in the technical proposal. The contractor shall define and document the details of the design and requirements in hardware and software design specifications (CDRL A009). The contractor shall develop and maintain, in contractor format, design and performance specifications to the Prime Item/subsystem level. The contractor shall develop Interface Control Documents (ICDs) for internal and external interfaces (CDRL A010)(13)

3.3 System Analyses

The contractor shall conduct performance analyses to support the system designs IAW the requirements of performance specification.

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

The contractor shall conduct

analyses that establish the sensitivity of system performance to these error budgets. Performance analyses



and trade studies shall be completed and system design shall be established prior to DRs. All trade studies shall include CAIV. All analyses and trade studies generated under this section shall be included in the Design Notebook. (CDRL A008) (13)

3.4 Hardware

The contractor shall design, fabricate, assemble, integrate and test hardware to meet the requirements of performance specifications and ICDs. The contractor shall provide and maintain sufficient hardware to meet the requirement of this contract. The contractor shall be responsible for total support of the hardware, including all maintenance and provision of spare/repair parts. (13,15)

3.5 Software

3.5.1 Reuse

The contractor shall maximize use of reusable software products. (13,15)

3.5.2 Software Engineering Environment (SEE)

The contractor shall establish, control, and maintain a SEE. The SEE is the facilities, hardware, software, firmware, procedures, and documentation needed to perform software development and software testing. Elements may include, but are not limited to, computer aided software engineering (CASE) tools, software development library, software development files, compilers, assemblers, linkers, loaders, operating systems, debuggers, simulators, emulators, documentation tools, database management systems, simulators, code analyzers, test case generators, and path analyzers. (13)

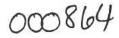
3.5.3 Software Development

The contractor shall develop, document, provide and implement a software development plan. (CDRL A011) The contractor shall design, develop, and integrate software that meets the requirements of the software performance specifications and ICDs. The contractor shall develop and maintain software documentation and code that will allow the contractor to replicate and modify the JLENS software. The contractor shall document the design decisions, algorithm descriptions, and the architectural and interface design for each Software Requirements Specification. The contractor shall document the detailed design and requirements traceability for each software unit in a Software Requirements Specifications. (A009) (13)

3.5.4 Software Testing

The contractor shall develop, document, and implement a software test plan for software testing.

The contractor shall conduct unit and unit integration testing for all software units and shall document the



specific test cases and related test procedures. The government may participate in all software testing (A015)(13)

3.5.5 Software Version

The contractor shall document the exact version of each software release. The contractor shall include in the documentation the descriptions of the capabilities and limitations of each software version, the patches and fixes from previous versions, and known software problems associated with each version (13)

3.5.6 Corrective Action

The contractor shall implement a closed-loop corrective action system for resolving detected software product problems after Design reviews (DRs). The contractor shall document each detected software product and its solution. (13,15)

3.5.7 Management Indicators

The contractor shall collect, interpret, use, and report software management indicators. The contractor shall address software management indicators and corrective actions at the PRs. (13)

3.6 Deleted

3.7 Interface Management and Integration

The design shall be modular to the maximum extent possible and shall facilitate substitution of radars from a separate source. (CDRL A010)(13,15)

3.8 Safety

The contractor shall conduct system safety engineering and hazard tracking in support of all design, development, and test activities. A safety assessment report shall be prepared. (CDRL A012)(13,15)

3.9 Modeling and Simulation

The contractor shall implement modeling and simulation IAW contract Attachment A5, entitled, "Simulation, Test and Evaluation Approach." (13)

3.9.1 Engineering Modeling and Simulations

The contractor shall develop simulation tools that model system and subsystems performance to support system engineering, design, development, test and evaluation, and operational exercise demonstrations. Simulation results shall be available for government review. The models and simulations shall include the capabilities and functions as represented in the performance specifications. These models and simulations shall be configured to operate both individually and collectively. (CDRL A013) (13)

3.9.2 System Integration Laboratory (SIL)

The contractor shall develop and maintain a SIL consisting of simulations, models, hardware and software. The SIL shall be used for integration of hardware and software. Actual JLENS hardware and software shall be integrated and tested at the SIL prior to shipment. (13)

3. 10 Technical Reviews and Meetings

3.10.1 Design Reviews (DRs)

Using the government approved path to DRs, the contractor shall conduct DRs that meet requirements for <u>system</u> preliminary design review and <u>system</u> critical design review at the contractor's facilities. (CDRL A014)(13)

3.10.1.1 DR Entrance Criteria

Minimum DR entrance requirements shall include contractor completed Specification Tree, System Analyses, requirements allocation, and hardware and software prime item specifications, hardware and software design, ICDs, trade studies, status of risk and risk mitigation efforts, test plans, test data; and any additional criteria agreed to at the Program Reviews. (13)

3.10.1.2 DR Exit Criteria

Minimum DR exit criteria shall include: government approved DR minutes, closed critical action items as agreed at the DR, establishment of a closed loop action tracking system, hardware drawings and specifications, software requirement specifications, and any additional criteria agreed to at the Program Reviews. (13)

4.0 RISK MITIGATION

4.1 General

Risk mitigation is the demonstration by the contractor that technical, schedule, and cost risks of the JLENS system have been reduced to acceptable levels to justify entry into the next phase of the JLENS Program. The contractor shall implement the contract Attachment A6 entitled, "Risk Mitigation Approach." (13)

4.2 Risk Mitigation Tasks

The contractor shall provide the status of risk mitigation tasks. All changes to the Risk Mitigation Approach shall be submitted to the government for approval. Risk Mitigation shall be addressed at each PR. Risk Mitigation test reports shall be incorporated into the Design Notebook. (CDRL A008) (13)

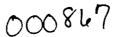
5.0 TEST AND EVALUATION

5.1 General

The contractor shall develop and conduct a contractor Test and Evaluation (T&E) program and support government T&E programs. The contractor's T&E program shall demonstrate that the requirements contained in the performance specifications have been satisfied. The contractor shall maintain traceability of contractor generated prime item and lower level specifications when defining or developing required tests to meet the JLENS test objectives. The contractor shall allow government participation (on a non-interference basis) of contractor and subcontractor tests and demonstrations. The contractor shall implement Test and Evaluation IAW the contract Attachment A5 entitled, "Simulation, Test and Evaluation Approach". As a minimum, the contractor shall perform component and subsystem level testing, system ground tests, elevated tests and system tests. (13)

5.2 Test Plans, Reports, and Reviews

The contractor shall prepare and submit test plans for the system, each prime item, and critical items (CDRL A015). The system test plan shall be known as the Master Test Plan (MTP) and shall address the entire test program including performance and integration testing, and field exercises at the contract/subcontractor facilities and at government test sites. The contractor shall prepare and submit a test report for each test for which a test plan is prepared. The contractor shall conduct test readiness reviews (TRRs) prior to ground testing and system test/demonstrations. The government will be the approval authority for all TRRs. (CDRL A016, A017) (13)



5.3 Component and Subsystem Testing

The contractor shall perform component, subsystem tests and integration testing that demonstrate the maturity of the component and subsystems to enter into Ground Testing. Testing shall be conducted IAW approved test plans. (13)

5.4 Ground Testing

The contractor shall perform Ground Testing that demonstrates the maturity of the system to enter into System Test. Ground Testing is the system level demonstration, less air vehicle or with the air vehicle moored, of the functional capability and integration of the system at a land-based site. Testing shall be conducted IAW approved test plans. (A015)(13)

5.5 System Tests/Demonstrations

The contractor shall perform system tests/demonstrations that demonstrate all components of the JLENS system operate IAW the JPSS1 to include both internal and external interfaces. The contractor shall support the use of planned government events such as Roving Sands and JCIET where possible to demonstrate incremental and full system capability. System tests/demonstrations are system level tests/demonstrations of the technical capability and integration of the system at a land based site with and/or without the air vehicle deployed. System tests/demonstrations shall include participation with surface fire units in simulated engagements and live system

(b)(3)(A)

Testing shall be conducted

IAW approved test plans. (13)

5.6 Government Test Support

The contractor shall support the government in the conduct of JLENS government tests. The contractor shall be responsible for providing test articles (hardware and software) in the approved configuration and the integration/checkout of the system at the government designated test sites. All testing shall be preceded by test readiness reviews (TRRs). Government testing includes engineering tests and tests involving the use of soldier personnel. The contractor shall assist the government with collection, reduction, analysis, and reporting of test data. These tests may be conducted concurrently with contractor tests. (13,15)

6.0 SPECIALTY ENGINEERING

6.1

6.1.1

6.1.2 Readiness

The contractor shall provide reports during government tests and demonstrations, tests requiring government resources, and during exercises on the readiness of the system, mission performance, and significant events. The contractor shall notify the JLENS Project Office telephonically and/or by e-mail and comply with government instruction if the system is down or projected to be down during a test event or is involved in an incident or accident. (CDRL A022)(13,15)

6.1.3 Status Reporting

The contractor shall establish an on-line database to document each operational event, maintenance and/or supply actions, training tasks, and action(s) taken as appropriate during government tests and demonstrations, test utilizing government resources, and during exercises. The contractor shall record data within 24 hours of the event. The contractor shall provide the government online access to this database. (13,15)

6.1.4 Communications

(13,15)

6.1.5 Logistics Information Data Base

The contractor shall establish and maintain a Logistics Management Information database to document requirements to support a tactical system and shall provide the government access to the data. The database shall be continually updated. (13, 15)

6.1.6 Training

The contractor shall develop, maintain, and submit a training plan as part of the ISP. The contractor shall develop and conduct a training program for government personnel that provide for proper operation and maintenance of the JLENS system. (13, 15)



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6.2 Product Assurance

The contractor shall implement a quality system that meets the requirements of the applicable ISO 9000 series. The quality system procedures, planning, and all other documentation and data which comprise the quality system shall be documented by the contractor and made available for government review at contractor facilities. The contractor shall implement Product Assurance (PA) IAW the contract Attachment A8 entitled, "Product Assurance Approach". (13,15)

6.3 Environmental Management

The contractor shall comply with all applicable federal, state, and local laws, regulations, and guidelines. The contractor shall notify the contracting officer immediately upon failure to comply with any regulatory requirements. (CDRL A019)(13,15)

6.4 Configuration Management

The contractor shall implement and maintain configuration management control of all hardware, software, and interface control documentation using internal contractor procedures. The contractor shall develop and maintain a listing and status of all configuration management documentation. The contractor shall implement Configuration management IAW the contract Attachment A9, entitled, "Configuration Management Approach". (13,15)

7.0 OPERATIONS SECURITY

The contractor shall update, provide, and implement the OPSEC Plan. (CDRL A020). The contractor shall update the OPSEC Plan IAW specific instructions of the Contracting Officer/Contracting Officer Representative for Security and USASMDC Industrial OPSEC Guide, September 1991. The contractor shall adhere to the approved OPSEC Plan and the security requirements of the DD Form 254 of this contract. (13,15)

8.0 OPERATIONS AND SUSTAINMENT

The contractor shall operate and provide total contractor logistic support of the JLENS system on 1/8/5 basis at McGregor Test Range, NM. The contractor shall be responsible for all aspects of operating, maintaining, repairing, site security and supporting the JLENS system 24/7 basis. This includes but is not limited to personnel, consumable and repairable materials, petroleum, oil, and lubricants, helium, maintenance, overhaul and rework, total contractor logistics support, facilities, transportation, and training. The contractor shall support government post fielding evaluation of the JLENS. The contractor shall implement software upgrades. The contractor shall implement these requirements in accordance with Attachment A10 entitled, "Operation and Sustainment Approach". The contractor shall report operation and sustainment activities. (CDRL A001)(15)

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Critical Items for CDRL A022 Spiral 1

Platform

Air Vehicle Flexible Structure

Air Vehicle Rigging and Hardware

Air Vehicle Sensor Payload Truss/Rack

Air Vehicle Communications Payload Truss/Rack

Air Vehicle Avionics Super Rack

Air Vehicle Software

Air Vehicle Subsystem Engineering

Air Vehicle Integration and Test

Tether Fabrication

Tether Subsystem Engineering

Tether Integration and Test

Mobile Mooring Station Subsystem Engineering

Mobile Mooring Station Integration and Test

Mobile Mooring Station Hardware

Ground Support Equipment Platform Transport Shelters

Ground Support Equipment Ground Electronics

Ground Support Equipment Power Module

Ground Support Equipment Support Equipment

Ground Support Equipment Special Test Equipment

Ground Support Equipment Training

Ground Support Equipment Technical Manuals

Ground Support Equipment Spares

Ground Support Equipment Engineering

Ground Support Equipment Flight Director Console S/W

Ground Support Equipment Integration and Test

Platform Subsystem Engineering Systems Engineer

Platform Subsystem Engineering Program Manager

Platform Subsystem Engineering Configuration Management

Platform Integration and Test Functional Verification Test

Platform Integration and Test Payload Integration and Test

Platform Integration and Test Field Integration and Checkout and Tests

Communications Payload

Communication Subsystem Engineering

Radar

Program Manager

Technical Director

Business Manager

Contracts Manager

Subcontracts Manager

Configuration Manager

Product Assurance

Proposal Preparation
Fiber Optic Interfaces
Orientation Subsystem Interfaces
System Design
Engineering Data
Unit Tests
System Level Electrical Design
Test and Integration
Test Equipment
Systems Engineering, Integration, and Test Support
Surveillance Mode Software

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FDL Reporting Software

INS/PLGR Interface Software

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Software Quality Software Management Software Problem Resolution Antenna Design/Redesign

BSU Design/Redesign

(b)(3)(A)

REX Design/Redesign IFF Design/Redesign

Signal Data Processor Design/Redesign Power Distribution Unit Design/Redesign

System Level Design/Redesign

Weight Reduction IPT Management

Antenna Modification/Fabrication/Assembly

BSU Modification/Fabrication/Assembly

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IFF Modification/Fabrication/Assembly
Signal Data Processor Modification/Fabrication/Assembly

System Procure/Fabrication/Assembly

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Problem Resolution

Processing Station

Processing Station Hardware Processing Station Equipment Processing Station Software Processing Station Integration & Test

Systems Engineering, Integration and Test

System Engineering.
Concept of Operations
System Engineering Management
System Safety
System Integration
System Test
Test & Evaluation
Log Support

Program Managment

Program Management
Business Management
Contracts Management
SubContracts Management
CAIV/Risk
Security

Operations & Sustainment

Operations

Site Management Test Planning and Operations System Readiness and CM Facilities Operation

Sustainment

Platform
Payload
Processing Station
SEIT
Program Management

Operational Site Activation

Site Preparation Technical Support

Modification P00084 DASG60-98-C-0001 CONTRACT DATA REQUIREMENTS LIST Form Approved (1 Data Item) OMB No. 0704-0188 The public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for review data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments reasonable of this collection of information, including suggestions for reducing the burden, to Department of Defense, Washington Heavison Operations and Reports (0701-0188), F215 Jefferson Davis Highway, Suite 1204, Arington, VA 22202-4302. Restanding any other provision of law, no person shall be subject to any penalty for failing to compty with a collection of information MB control number. Please DO NOT RETURN your form to the above address. Send completed form to the Government I cultivial to the control of the control A. CONTRACT LINE ITEM NO. B. EXHIBIT C. CATEGORY: 14 D. SYSTEM/ITEM F. CONTRACTOR E. CONTRACT/PR NO. **JLENS** DASG60-98-C-0001 Raytheon 17. PRICE GROUP 1. DATA ITEM NO. 2. TITLE OF DATA ITEM 3. SUBTILE A023 Producibility Analysis Report 4. AUTHORITY (Data Acquisition Document No.) 5. CONTRACT REFERENCE 6. REQUIRING OFFICE 18. ESTIMATED DI-MGMT-80797 SOW Para 3.2. TOTAL PRICE SFAE-AMD-JLN 9. DIST STATEMENT 12. DATE OF FIRST SUBMISSION 7. DD 250 REQ 10. FREQUENCY 14. DISTRIBUTION REQUIRED LT Sept, 2004 b. COPIES 13. DATE OF SUBSEQUENT Statement 8. APP CODE 11. AS OF DATE a. ADDRESSEE Required Apr, 2005 A Repro Reu 16. REMARKS (6)(6) Para. 10.3 of DI-MGMT-80797 delete statement 10.3.a "Individual trade-off studies on: ". Para. 10.3.a.(1) thru (10) stay as written. Para. 10.3 of DI-MGMT-80797 delete statement 10.3.c. * Notify addressee at e-mail address in Block 14 when deliverable is placed in electronic server. Letter of transmittal must be signed electronically. 15. TOTAL H. DATE G. PREPARED BY J. DATE

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DATA ITEM DESCRIPTION

Form Anarowed OMB No. 0704 0188

2. IDENTIFICATION NUMBER

Producibility Analysis Report

DI-MGMT-80797

3. DESCRIPTION/PURPOSE

3:1 The Producibility Analysis Report identifies potentially high cost, high risk, and long lead-time items.

3.2 The report is used to determine whether the item can be produced economically to drawing and specification requirements and within the design to unit production cost goals.

5 OFFICE OF PRIMARY RESPONSIBILITY (OPR)

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A/MICOM

- 7.1 This Data Item Description (DID) contains the format and content preparation instructions for the data product generated by the specific and discrete task requirement as delineated in the contract.
- 7.2 This DID is applicable during Producibility Engineering and Planning (PEP) and engineering in support of new items planned to enter production.
- 7.3 This DID supersedes DI-E-1123 and DI-P-1653.

B. APPROVAL LIMITATION

9a. APPLICABLE FORMS

96. AMSC NUMBER

A4679

10 PREPARATION INSTRUCTIONS

- 10.1 General. The Producibility Analysis Report shall portray those design characteristics and material selections which are compatible with economic production methods.
- 10.2 Format. The Producibility Analysis Report format shall be contractor selected. Unless effective presentation would be degraded, the initially used format arrangement shall be used for all subsequent submissions.
- Content. The Producibility Analysis Report shall contain the following:
 - a. Individual trade-off studies on:
 - (1) Impact on program life-cycle cost
 - (2) Effectiveness
 - (3) Reproducibility schedules
 - (4) Resource constraints
 - (5) Reliability
 - (6) Maintainability
 - (7) Interchangeability
 - (8) Inspectability

(Continued on Page 2)

11. DISTRIBUTION STATEMENT

DISTRIBUTION STATEMENT A:

Approved for public release; distribution is unlimited.

DD Form 1664, MAR 87

Jun 86 existion may be used until exhausted

Page 1 of 2 Page



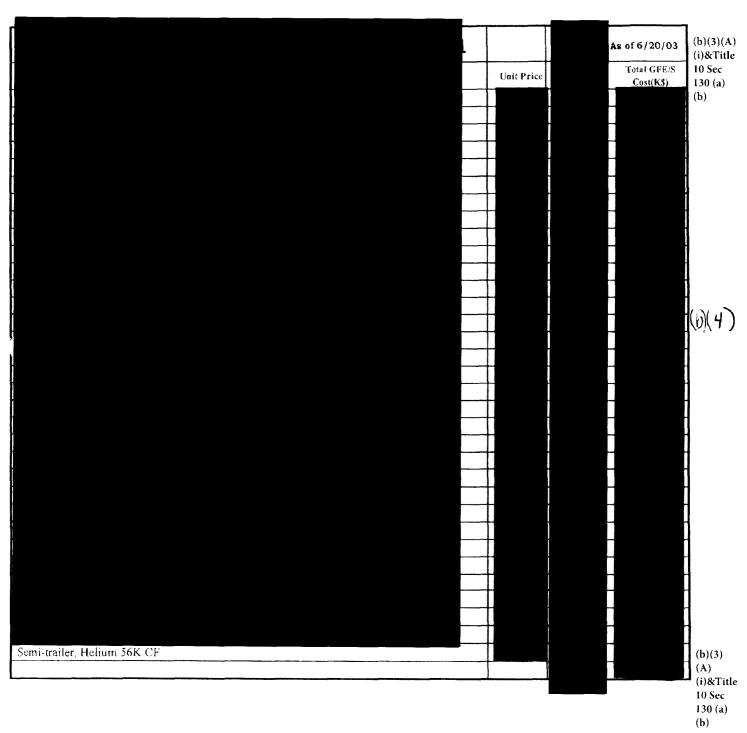
DI-MGMT-80797

Block 10, Preparation Instructions (Continued)

- (9) Design To Cost (DTC) Goals
 (18) Other factors impacting program objectives
- b. Identification of candidate items for cost reduction through:
 - (1) Naterial changes

 - (2) Facility improvements
 (3) Development of manufacturing technology
 (4) Redesign of special purpose tooling and equipment
 (5) Changes to improve procedures
 (6) Redesign of production hardware
- c. Marked-up or redrawn drawings and changes to any other technical documents to indicate recommended changes to the item.

. . .



AMENDMENT	OF SOLICIT	ATION/MODIF	ICATION OF CONTRACT		CONTRACT I	D CODE	PAGE OF	
AMENDMENT/MODIFICATION NO)	3 EFFECTIVE DATE	4 REQUISITION/PURCHASE REQ NO			5. PROJECT N	O (If applicat	3
00085		28-Oct-2003	Z				6. A.E	-
S' 'Y	CODE	W9113M	7. ADMINISTERED BY (If other than item 6)		COI	DE NONE		
. PACE & MISSILE DEFENS	SE COMMAND	11011031	DCM TYNGSBORO PO BOX 688			<u> </u>		
		(C)	TYNGSBORO MA 01879					
RUNTSVILLE AL 35807-3801	(b)((6)						
	CONTRACTOR OF	. O	17.04	1 10.	A AMENDME	NT OF SOLI	CITATION	NO
NAME AND ADDRESS OF C RAYTHEON COMPANY	CONTRACTOR (IN	io., street, County, suits	and Zip Code)		· C / MILLINGIALD			
180 HARTWELL ROAD BEDFORD MA 01730-0000				91	B. DATED (SE	E [TEM 11)		
				V 10	A. MOD. OF	CONTRACT/	ORDER NO	Э.
					ASG60-98-C-	·····		
NI 04404				4)B. DATED (S	SEE FFEM 13)	•	
DE 04164	1	1 THIS FEEM ONLY	E APPLIES TO AMENDMENTS OF SOLIC		0-Aug-1998 DNS			
The above numbered solicitation is					extended.	is not extend	lod	
			in the solicitation or as amended by one of the follo	ш	· L			
(a) By completing Items 8 and 15,	and returning	copies of the amendment	t, (b) By acknowledging receipt of this amendment of	n each co	ppy of the offer sut	mitted;		
			mondment numbers. FAILURE OF YOUR ACKNO R TO THE HOUR AND DATE SPECIFIED MAY B					
			n offer aiready submitted, such change may be made		um or letter,			
			, and is received prior to the opening hour and dete	abecrited			4,	
ACCOUNTING AND APPRO See Schedule	A KIALIUN DAL!	ı (u tequuvu)						
	13. THIS FI	EM APPLIES ONLY T	O MODIFICATIONS OF CONTRACTS	ORDER	S.			
			CT/ORDER NO. AS DESCRIBED IN THE				·	
L THIS CHANGE ORDER IS CONTRACT ORDER NO.		ANT TO: (Specify author	ority) THE CHANGES SET FORTH IN IT	EM 14	ARE MADE IN	THE		
B. THE ABOVE NUMBEREI	CONTRACT/OR	DER IS MODIFIED TO	REFLECT THE ADMINISTRATIVE CF	LANGE:	S (such as chan	ges in paying		
ec, appropriation date, et	c.) SET FORTH IN	ITEM 14, PURSUAN	TO THE AUTHORITY OF FAR 43.103					
SUPPLEMENTAL A	GREEMENT IS EN	TERED INTO PURSU	ANT TO AUTHORITY OF:					
O. OTHER (Specify type of mo AW FAR 52.232-22, Limitat		ority)						
MPORTANT: Contractor	X is not,	is required to sign	this document and return	copies	to the issuing o	ffice.		
DESCRIPTION OF AMEND		TION (Organized by U	CF section headings, including solicitation/	contract	subject matter			
where (easible.)		, -			-			
4,000,000 for performance		rememar iunding in th	e amount of \$3,000,000 for performance		N 0003 and			
-AlA								
other terms and conditions	remain unchanged	and in full force and (епест.					
e to a Standard Procuremer	nt Sy stem defect , i	the date in block 10B o	of the SF30 may be inaccurate. That da	te shou	ld be 30 Jan 9	8.		
and the state of the	ation od 1			1 - 6 - 7 -	4.5			
			10A, as heretofore changed, remains unchanged and			(Type or min	u)	
			10A, as heretofure changed, remains unchanged and			(Type or prin	u)	(b)(6)
. NAME AND TITLE OF SIG			164 NAME AND TITLE OF CONT	TRACT		Santana a	u) DATE SIG	
. NAME AND TITLE OF SIG		1)	16B, UNITED STATES OF AMERI	TRACT		16C	DATE SIG	GNED
pt as provided barein, all terms and on the contraction of person authorize.	NER (Type or prin	1)	164 NAME AND TITLE OF CON	TRACT		16C		GNED

000881

Prescribed by GSA FAR (48 CFR) 53.243

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

The following items are applicable to this modification:

SECTION A - SOLICITATION/CONTRACT FORM **MODIFICATION**

WHEREAS, pursuant to the contract clause, "Limitation of Funds," the government elects to add an increment of funds to CLINs 0003 and 0004 and CLIN 0013 and 0014,

NOW, THEREFORE, the contract is hereby changed as described below.

- 1. SECTION G CONTRACT ADMINISTRATION DATA, is modified as follows:
- a. Paragraph G-5, Accounting and Appropriation Data (CLINs 0003 and 0004), is modified to add the following:

ACRN:

AY

CUMULATIVE AMOUNT:

\$3,000,000

ACCT CLASS:

214 2040 5Q 5Q17 P172419E55 255Y ER4D730000 S01021

ER4D730000/44KJLE/4K0000

ORDER NO:

ER4D730000-01 FUNDED AMT: \$3,000,000 (P00085)

b. Paragraph G-5, Accounting and Appropriation Data (CLINs 0013 and 0014), is modified to add the following:

ACRN:

AZ

CUMULATIVE AMOUNT:

\$14,000,000

ACCT CLASS:

214 2040 50 5017 P172419E55 255Y ER4D730100 S01021

ER4D730100/44KJLE/4K0000

ORDER NO:

ER4D730100-01 FUNDED AMT: \$14,000,000 (P00085)

c. Paragraph G-6, Implementation of and Explanation of the Relationship of the Limitation of funds (LOF) Clause to Fee Obligations (CLINs 0003 and 0004 and CLINs 0013 and 0014) is modified as follows:

CLINs 0003 and 0004:

3=		PRIOR	THIS MODIFICATION	CUMULATIVE TOTAL	
(1)	Amount Required for Full Funding, Including Fee(s):	\$145,166,476	-0-	\$145,166,476	
(2)	Amount Allotted under the LOF Clause				(6)(4)
	for Payment of Target Costs:				6/9/
(3)	Amount Separately Obligated				
	for Payment for Target Fee:				
(4)	Total Amount Allotted and Obligated:	\$ 95,713,422	\$ 3,000,000	\$ 98,713,422	
(5)	Net Amount Required for Full Funding:	\$ 49,453,054	(\$3,000,000)	\$ 46,453,054	
(6)	Estimated Period of Performance the Allotted Amount will cover:	23 May 03		31 Dec 03	

CLINs 0013 and 0014:

DASG60-98-C-0001 P00085 Page 3 of 3

		PRIOR	THIS MODIFICATION	CUMULATIVE TOTAL	
(1)	Amount Required for Full Funding, Including Fee(s):	\$ 41,047,110	-0-	\$ 41,047,110	
(2)	Amount Allotted under the LOF Clause				(6)(4)
(3)	for Payment of Target Costs: Amount Separately Obligated				
(4)	for Payment for Target Fee: Total Amount Allotted	\$ 11,366,000	\$ 1,154,245	\$ 25,366,000	•
	and Obligated:	, ,	, ,	, , ,	
(5)	Net Amount Required for Full Funding:	\$ 29,681,110	(\$14,000,000)	\$ 15,681,110	
(6)	Estimated Period of Performance the Allotted Amount will cover:	31 Oct 03		31 May 04	

ADD

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

DELETE

Page 13Bi, Modification P00079	Page 13Bi, Modification P00085
Page 13D, Modification P00081	Page 13D, Modification P00085
Page 14, Modification P00079	Page 14, Modification P00085
Page 15, Modification P00084	Page 15, Modification P00085
Page 21, Modification P00079	Page 21, Modification P00085
Page 22, Modification P00084	Page 22, Modification P00085

RAYTHEON COMPANY

MODIFICATION P00085 TO CONTRACT DASG60-98-C-0001 PAGE 13Bi OF 49 PAGES PREVIOUS: MOD P00079

ACRN: AT

CUMULATIVE AMOUNT: \$8,960,000

ACCT CLASS: 213 2040 5Q 5Q17 P172419E55 255Y ER3D730200 S01021

ER3D730200/34KJLE/4K0000

ORDER NO: ER3D730200-01 FUNDED AMT: \$1,500,000 (P00070)

ER3D730200-02 FUNDED AMT: \$1,500,000 (P00071) ER3D730200-04 FUNDED AMT: \$1,500,000 (P00074) ER3D730200-05 FUNDED AMT: \$1,500,000 (P00077) ER3D730200-05 FUNDED AMT: \$2,960,000 (P00079)

ACRN: " AW

CUMULATIVE AMOUNT: \$100,000

ACCT CLASS: 973 0400 1202 183 JT01 606051 65126J 59241 525700

NMIPR039207

ORDER NO: NMIPR039207 FUNDED AMT: \$100,000 (P00079)

ACRN: AY

CUMULATIVE AMOUNT: \$3,000,000

ACCT CLASS: 214 2040 5Q 5Q17 P172419E55 255Y ER4D730000 S01021

ER4D730000/44KJLE/4K0000

ORDER NO: ER4D730000-01 FUNDED AMT: \$3,000,000 (P00085)

CLIN 0009

(a) SUBCLIN 0009AA

ACRN: AJ

CUMULATIVE AMOUNT: \$200,000

ACCT CLASS: 5703600 290 4750 674478 28060F 503000 F78100

REF: NACXXX00680104

ORDER NO/PRON: NACXXX00680104-01 FUNDED AMT: \$200,000 (P00043)

RAYTHEON COMPANY

MODIFICATION P00085 TO CONTRACT DASG60-98-C-0001 **PAGE 13D OF 49 PAGES** PREVIOUS: MOD P00081

CLIN 0013

ACRN:

AU

CUMULATIVE AMOUNT:

\$7,970,000

ACCT CLASS:

213 2040 5Q 5Q17 P172419E55 255Y ER3D730000 S01021

ER3D730000/34KJLE/4K0000

ORDER NO:

ER3D730000-01 FUNDED AMT: \$ 775,000 (P00073)

ER3D730000-02 ER3D730000-03

FUNDED AMT: \$4,000,000 (P00073) FUNDED AMT: \$1,000,000 (P00077)

ER3D730000-04

FUNDED AMT: \$2,195,000 (P00078)

ACRN:

AX

CUMULATIVE AMOUNT:

\$3,396,000

ACCT CLASS:

213 2040 5Q 5Q17 P172419E55 255Y ER3D740000 S01021

ER3D740000/34KJLF/4K0000

ORDER NO:

ER3D740000-01

FUNDED AMT: \$3,396,000 (P00080)

ACRN:

AZ

CUMULATIVE AMOUNT:

\$14,000,000

ACCT CLASS:

214 2040 5Q 5Q17 P172419E55 255Y ER4D730100 S01021

ER4D730100/44KJLE/4K0000

ORDER NO:

ER4D730100-01 FUNDED AMT: \$14,000,000 (P00085)

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

a.	CLINs 0001 and 0002: (1) Amount Required for Full Funding:	\$ <u>437,946</u>	
	(2) Amount Allotted Under the LOF Clause for Payment of Costs:		(6)(4)
	(3) Total Amount Allotted and Obligated:	\$_440,100	,
	(4) Net Amount Required for Full Funding:	(\$ 2,154)	
	(5) Estimated Period of Performance the Allotted Amount Will Cover:	30 Sep 99	
b.	CLINs 0003 and 0004: (1) Amount Required for Full Funding, Including Fee(s):	\$145 <u>,166,476</u>	
	(2) Amount Allotted Under the LOF Clause for Payment of Target Costs	::	1010
	(3) Amount Separately Obligated for Payment of Target Fec:		(6)(4)
	(4) Total Amount Allotted and Obligated:	\$ 98,713,422*	
	(5) Net Amount Required for Full Funding:	\$ <u>46,453,054*</u>	
	(6) Estimated Period of Performance the Allotted Amount Will Cover:	31 Dec 03	
c.	CLINs 0005 and 0006: SUBCLIN 0005AA		
	(1) Amount Required for Full Funding, Including Fee(s):	\$ <u>164,011,800</u> *	
	(2) Amount Allotted Under the LOF Clause for Payment of Costs:	\$	
	(3) Amount Separately Obligated for Payment of Target Fee:	\$0-	
	(4) Total Amount Allotted and Obligated:	\$	
	(5) Net Amount Required for Full Funding:	\$ <u>164,011,800</u> *	

(6) Estimated Period of Performance the Allotted Amount Will Covers

*NOT-TO-EXCEED (NTE)

RAYTHEON COMPANY

MODIFICATION P00085 TO CONTRACT DASG60-98-C-0001 PAGE 15 OF 49 PAGES PREVIOUS: MOD P00084

ď.	CI	INs	001	1	and	001	2

(1) Amount Required for Full Funding, Including Fee(s):	\$ <u>41,558,000</u> *
(2) Amount Allotted Under the LOF Clause for Payment of Costs:	\$
(3) Amount Separately Obligated for Payment of Fee:	\$
(4) Total Amount Allotted and Obligated:	\$
(5) Net Amount Required for Full Funding:	\$ <u>41,558,000</u> *

(6) Estimated Period of Performance the Allotted Amount Will Cover:

*NOT-TO-EXCEED (NTE)

g. CLINs 0013 and 0014:

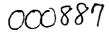
(1) Amount Re	quired for Full Funding, Including Fee(s):	\$ <u>41,047,110</u>
(2) Amount All	lotted Under the LOF Clause for Payment of Costs:	
(3) Amount Sep	parately Obligated for Payment of Target Fee:	
(4) Total Amou	int Allotted and Obligated:	\$ <u>25,366,000</u>
(5) Net Amoun	t Required for Full Funding:	\$ <u>15,681,110</u>
(6) Estimated P	Period of Performance the Allotted Amount Will Cover:	31 May 04

h. CLINs 0015 and 0016:

SUBCLIN 00015AA:

(1)	Amount Required for Full Funding, Including Fee(s):	\$	<u>8,323,376</u>
(2)	Amount Allotted Under the LOF Clause for Payment of Costs:	\$	
(3)	Amount Separately Obligated for Payment of Fee:	\$_	-0-
(4)	Total Amount Allotted and Obligated:	\$	<u>-0-</u>
(5)	Net Amount Required for Full Funding:	\$	8,323,376

(6) Estimated Period of Performance the Allotted Amount Will Cover:



(b)(4)

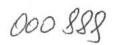
The amount of

for CLIN 0013.

MODIFICATION P00085 TO CONTRACT DASG60-98-C-0001 PAGE 21 OF 49 PAGES PREVIOUS: MOD P00079

H-8. GOVERNMENT-FURNISHED FUELS PROVIDED THROUGH SAN ANTONIO AIR LOGISTICS CENTER (SA-ALC), KELLY AIR FORCE BASE: Fuels as identified below will be provided through SA-ALC, Kelly Air Force Base, in accordance with the clause of this contract entitled Government Property (Cost-Reimbursement, Time and Material, or Labor-Hour Contracts). From time to time the contractor may order with the supplier for partial deliveries of fuel. To assist the Contracting Officer in maintaining accountability of total orders, the contractor shall notify the Contracting Officer when fuels ordered exceed 85 percent of the amount specified below. This is requested for each fuels type listed. The contractor will be financially responsible for orders for fuels in excess of the amount stipulated below:

type listed. The contractor will be financially responsible for orders for fuels in excess of the amount stipulated below:							
		NATIONAL STOCK	UNIT OF	QUANTITY			
3	NOMENCLATURE	NO. (NSN)	ISSUE	AUTHORIZED AS GFP			
H-9. DESIGN SENSITIVITY TO COST (COST AS AN INDEPENDENT VARIABLE): The contractor may propose changes to the proposed design conforming to cost as an independent variable (CAIV). Those changes which do not alter the Aerostat Performance Specification (APS) may be implemented by the contractor 10 working days after notice of intent specifying the changes is provided to the government. Changes which alter the APS by reducing the requirements may only be undertaken without an equitable reduction in the estimated cost and schedule of the contract if the contractor demonstrates 1) a comparable gain in other performance requirements, 2) such changes are acceptable to the government, and 3) the change does not alter the overall estimated cost of the program. In no event, however, shall the contractor propose to reduce or alter the requirements of paragraph A.2 of Appendix A of the APS.							
1	H-10. INCREMENTAL FU	NDING OF THE CONTRA	CT:				
a. It is expected that allotments within each fiscal year will be made on an incremental basis in accordance with the LIMITATION OF FUNDS clause.							
b. Pursuant to the Limitation of Funds clause, the sum of is presently allotted to CLIN 000 Land available for payment to cover the work to be performed hereunder until 30 Sep 99. The amount of sobligated for Potential Fee for a total amount of the for CLIN 0001.							
1	to CLIN 0003 and available	MITATION OF FUNDS clar for payment to cover the wo obligated for Potential Fee (i	ork to be perform	ned hereunder until 31 Dec 03.	(b)(4)		
	Pursuant to the LI	MITATION OF FUNDS clar	use, the sum of	is presently allotted	(b)(4)		



to CLIN 0013 and available for payment to cover the work to be performed hereunder until 31 May 04.

is obligated for Potential Fee (if applicable), for a total amount of

RAYTHEON COMPANY

MODIFICATION P00085 TO CONTRACT DASG60-98-C-0001 PAGE 22 OF 49 PAGES PREVIOUS: MOD P00084

It is anticipated that funds will be allotted and obligated (combined amounts for Cost and Potential Fee) as follows:

•	PLANNED DATE OF FUNDING	<u>AMOUNT</u>	CUMULATIVE
	•	(In Millions)	
CLIN 0001	Current Obligations (Jun 99)		\$440,100
CLIN 0003	Current Obligations (Oct 99) FY 00 FY 01 FY 02 FY 03 FY 04 FY 05	16.0000 17.5000 20.0650 20.0650 20.0650 20.040254	\$31,431,222
CLIN 0005 (OPTION I)	TBD	TBD	
CLIN 0007 (OPTION II)	TBD	TBD	
CLIN 0009 (OPTION III)	TBD	TBD	
CLIN 0011 (OPTION IV)	TBD	TBD	
CLIN 0013	Current Obligations (Oct 03) FY 04 FY 05	\$ 4,293,000 \$11,388,110	\$25,366,000
CLIN 0015	TBD	TBD	

- c. The Government may unilaterally change planned allotments. Such changes in planned allotments will not in and of themselves entitle the contractor to an equitable adjustment under this contract. However, any equitable adjustment which is required will be settled in accordance with the CHANGES clause of the contract. If the contractor incurs costs at a pace which exceeds the foregoing allotment schedule then the contractor shall not be entitled to an increase in the potential award fee unless and to the extent that the accelerated spending is caused by a change to the contract independently changing the work.
- d. Nothing herein shall be interpreted as creating an obligation in advance of an appropriation or allotment.
- e. At any time the contractor determines that the next planned allotment or any succeeding allotment will not be sufficient, the contractor shall notify the Contracting Officer in writing. In accordance with the LIMITATION OF FUNDS clause, this notice is required 30 days prior to the end of the then current funding period. (This notice is in addition to the notice required by paragraph (c) of the LIMITATION OF FUNDS clause.)

12/24/03 WED 13:12 FAX 256 955 4240 SMDC-CM

				I. CONTRACT	ID CODE	PAGE OF PACIFIS	
AMENDMENT OF SOLI	CITATION/MODIF	ICATION OF CONTRACT		V		K 1 10	
SNT/MODIFICATION NO.	3. EFFECTIVE DATE	4 MHQUISITION/PURCHASE REQ. NO.		1	5. PROJECT	NO (II applicable)	
Ocuse	15-Dec-2003						
ISSUED BY COL	DE W9113M	7 ADMINISTRAED BY (If other them item 6)		CO	NON 30	E	
IN ARMY SPACE & USSILE DEFENSE COMMANI FOR STATE OF THE S	0	PO BOM TYMICSBORO PO BOX 6899 TYNICSBORO MA 01879					
NAME AND ADDRESS OF CONTRAC	TOR (No., Street, County, 5	State and Zip Code)	П	9A. AMENDM	ENT OF SO	LICITATION NO.	
RAYTHEON COMPANY 180 HARTWELL ROAD REDFORD MA 01730-0000		• •	П	9B. DATED (SEE ITEM 11)			
		х		X DASGEO-98-C-0001			
				IOB. DATED	SEE ITEM	13)	
ODE 04164	FACILITY CO		^	20-Aug-1998			
The above numbered sufficiention is unumled as set		APPLIES TO AMENDMENTS OF SOLI	7	is extended.	is not ever		
provided cach telegram or letter makes reference to 2. ACCOUNTING AND APPROPRIATION	the solicitation and this according	pren offer already solvenited, such change may be en ets, and in received prior to the opening hour and dat	a spec	fied.			
See Schedule	IO PPENA A DIDE TEO CAR NO	TO MODIFICATIONS OF COMPA 1070	- Mary	2020			
		TO MODIFICATIONS OF CONTRACTS CT/ORDER NO. AS DESCRIPED IN IT					
A. THIS CHANGE ORDER IS ISSUED I CONTRACT ORDER NO. IN ITEM I		mittority) THE CHANGES SET FORTH	IN IT	EM 14 ARE MA	DE IN THE	2	
H. THE ABOVE NUMBERED CONTRA		TO REFLECT THE ADMINISTRATIV ANT TO THE AUTHORITY OF FAR 43			changes in	paying	
HIS SUPPLEMENTAL AGREEMEN	IT IS ENTERED INTO PU						
.R 52.243-2, Changes - Cost-Relmbt D. OTHER (Spacify type of multification a			_		-		
DIROPTANT C					-		
DESCRIPTION OF AMENDMENT/MO		n this document and return 1		ies to the issuing	/:		
where fevallitie.) See attached.							
SA NAME AND TITLE OF SIGNER (Type		or 10A, as havetofore changed, remains unchanged a			vo cr		
A TAME AND THE CF SIGNAR (Type			LIK.	TING OFFIC	1 ypc or		
O CONTRACTOR/OFFEROR	ISC. DATE SIGNE	THE REPORT OF			16	C. DATE STORED	
	12/24/03						
(Signature of porson authorized to Sign)	12/27/45	- The state of the				19 Rev 03	
XCEPTION TO SF 30 PPROVED BY OIRM 11-84		30-10		Pres	INDARD F		

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

The following items are applicable to this modification:

SECTION A - SOLICITATION/CONTRACT FORM MODIFICATION

Whereas, pursuant to FAR 52.243-2, "Changes – Cost-Reimbursement Alternate V," the government elects to change the contract (this modification revises modification P00050 and modification P00061) as reflected herein, and

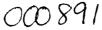
Whereas, pursuant to the Limitation of Government Liability clause, funds in the amount of \$14,000,000 are provided under CLIN 0005 for commencement of this effort, and

Whereas, the CLIN 0013 milestone events and performance periods require revision at no additional cost to the government, and

NOW, THEREFORE, the contract is changed as follows:

- 1. SECTION B- SUPPLIES OR SERVICES AND PRICES/COSTS: Paragraph B-1. Line Item Description of the contract is changed to delete the Contract Line Item Number (CLIN) structure in the contract and replace it with the CLIN structure shown below:
- B-1. <u>LINE ITEM DESCRIPTION</u>: In accordance with this contract, the contractor, independently and not as an agent of the Government, shall provide all necessary materials, labor, equipment, and facilities, except as specified herein to be furnished by the Government, and shall do all that which is necessary or incident to the satisfactory and timely performance of the following Contract Line Item Number (CLIN):

<u>CLIN</u>	SUPPLIES OR SERVICES	QUANTITY	UNIT	<u>AMOUNT</u>
	BASIC			
0001	Risk Mitigation - Statement of Work SW-JLENS-16-97, dated 16 Jan 02, Rev 3, titled "JLENS Program", incorporated herein and attached as set forth in Part III, Section J, hereof. Paragraphs for Risk Mitigation in said SOW and the contractor's Risk Mitigation Approach attached to this contract as Attachment A6.	1	Task	\$ 437,946
0002	Contract Data Requirements List (CDRL), DD Form 1423, Exhibit A, consisting of Exhibit Line Item Nos. A001, A002, A004, A006, A008, A015, A019 and A020 incorporated herein and attached as set forth in Part III, Section J, hereof.	1	Lot	Not Separately Priced
0003	JLENS System: Design, Development, Fabrication, Integration, and Test - Statement of Work SW-JLENS-16-97, dated 21 Oct 03, Rev 6, titled "JLENS Program", incorporated herein and attached as set forth in Part III, Section J, hereof. Paragraphs 1.1, 1.2, 1.3, 2.1, 2.2, 2.3, 2.4, 2.5, 2.6, 2.6.2, 2.6.3, 2.9, 3.1, 3.2, 3.3, 3.4, 3.5.1, 3.5.2, 3.5.3, 3.5.4, 3.5.5, 3.5.6, 3.5.7, 3.5.8, 3.6, 3.7, 3.8, 3.9, 3.9.1, 3.9.2, 3.10.1, 3.10.1.1, 3.10.1.2, 4.1, 4.2, 5.1, 5.2, 5.3, 5.4, 5.5, 6.1,	I	Task	\$ 145,166,476



<u>CLIN</u>	SUPPLIES OR SERVICES	QUANTITY	<u>UNIT</u>	<u>AMOUNT</u>
	6.1.1, 6.1.2, 6.2, 6.3, 6.4, and 7.0 in said SOW, less CLIN 0005AD.			
0004	Contract Data Requirements List (CDRL), DD Form 1423, Exhibit A, consisting of Exhibit Line Item Nos. A001 through A020, incorporated herein and attached as set forth in Part III, Section J, hereof.	1	Lot	Not Separately Priced
0005	JLENS System Design and Demonstration (SDD) - Statement of Work SW-JLENS-16-97, dated 21 Oct 03, Rev 6, titled "JLENS Program", incorporated herein and attached as set forth in Part III, Section J, hereof. Paragraphs 1.1, 1.2, 1.3, 2.1, 2.2, 2.3, 2.4, 2.5, 2.6, 2.6.2, 2.6.3, 2.9, 3.1, 3.2, 3.3, 3.4, 3.5.1, 3.5.2, 3.5.3, 3.5.4, 3.5.5, 3.5.6, 3.5.7, 3.5.8, 3.6, 3.7, 3.8, 3.9, 3.9.1, 3.9.2, 3.10.1, 3.10.1.1, 3.10.1.2, 4.1, 4.2, 5.1, 5.2, 5.3, 5.4, 5.5, 5.6, 6.1, 6.1.1, 6.1.2, 6.2, 6.3, 6.4, and 7.0 in said SOW.		Task	\$894,000,000 NTE*
0006	Contract Data Requirements List (CDRL), DD Form 1423, Exhibit A, consisting of Exhibit Line Item Nos. A001 through A020, incorporated herein and attached as set forth in Part III, Section J, hereof.	1	Lot	Not Separately Priced
	OPTION II			
0007	SuR: Design, Development, Fabrication, Integration, Test & Demonstration - Statement of Work SW-JLENS-16-97, dated 21 Oct 03, Rev 6, titled "JLENS Program", incorporated herein and attached as set forth in Part III, Section J, hereof. Paragraphs 1.1, 1.2, 1.3, 2.1, 2.2, 2.3, 2.4, 2.5, 2.6, 2.6.2, 2.6.3, 2.9, 3.1, 3.2, 3.3, 3.4, 3.5.1, 3.5.2, 3.5.3, 3.5.4, 3.5.5, 3.5.6, 3.5.7, 3.5.8, 3.6, 3.7, 3.8, 3.9, 3.9.1, 3.9.2, 3.10.1, 3.10.1.1, 3.10.1.2, 4.1, 4.2, 5.1, 5.2, 5.3, 5.4, 5.5, 5.6, 6.1, 6.1.1, 6.1.2, 6.2, 6.3, 6.4, and 7.0 in said SOW.			
		1	Task	\$185,932,600 NTE*
	0007AA SuR: Design, Development, Fabrication, Integration, Test	I	Task	\$ 10,868,600 NTE*
	0007AB Mobile Mooring Station	ł	Task	\$ 61,868,600
	0007AC Leave Behind Capability including Ground Support Equipment			NTE *
	0007AD SuR Risk Mitigation	1	Task	TBD***

0008	Contract Data Requirements List (CDRL), DD Form 1423, Exhibit A, consisting of Exhibit Line Item Nos. A001 through A020, incorporated herein and attached as set forth in Part III, Section J, hereof.	1	Lot	Not Separately Priced
0009	OPTION III Component Demonstrations/Exercises - Statement of Work SW-JLENS-16-97, dated 21 Oct 03, Rev 6, titled "JLENS Program", incorporated herein and attached as set forth in Part III, Section J, hereof. Paragraphs 1.1, 1.2, 1.3, 2.1, 2.2, 2.3, 2.4, 2.5, 2.6, 2.6.1, 2.9, 3.1, 3.4, 3.5.1, 3.5.6, 3.5.7, 3.5.8, 3.6, 3.7, 3.8, 3.9.2, 4.1, 4.2, 5.1, 5.2, 5.4, 5.5, 5.6, 6.1, 6.1.1, 6.1.2, 6.2, 6.3, 6.4, and 7.0 in said SOW.	See B-10		
0009AA	Level-of-Effort (Includes labor, travel, subcontract)	See B-10		\$14,095,880
0009AB	Materials	See B-10		\$ 5,528,296
0010	Contract Data Requirements List (CDRL), DD Form 1423, Exhibit A, consisting of Exhibit Line Item Nos. A001, A002, A006, A010, A0012, A0014, A015, A016, A017, A018, A019, A020 and A021 incorporated herein and attached as set forth in Part III, Section J, hereof.	1	Lot	Not Separately Priced
	OPTION IV			
0011	Operations & Sustainment – Statement of Work SW-JLENS-16-97, dated 21 Oct 03, Rev 6, titled "JLENS Demonstration Program", incorporated herein and attached as set forth in Part III, Section J, hereof. Paragraphs 1.1, 1.2, 1.3, 2.1, 2.2, 2.3, 2.4, 2.5, 2.6.1, 2.6.2, 2.6.3, 2.9, 3.1, 3.2, 3.4, 3.5.1, 3,5,6, 3.5.7, 3.5.8, 3.6, 3.7, 3.8, 3.9.2, 5.6, 6.1, 6.1.1, 6.1.2, 6.2, 6.3, 6.4, 7.0, and 8.0 in said Scope of Work.	1	Task	\$ 41,558,000 NTE*
0012	Contract Data Requirements List (CDRL), DD Form 1423, Exhibit B, consisting of Exhibit Line Item Nos. B001 through B010, incorporated herein and attached as set forth in Part III, Section J, hereof.	1	Lot	Not Separately Priced
	BASIC			
0013	Spiral 1 - COTS - Based System	1	Task	\$41,047,110
	Statement of Work SW-JLENS-16-97, dated 3 Dec 02, Rev 4, titled "JLENS Program, Spiral 1", incorporated herein and attached as set forth in Part III, Section J, hereof. Paragraphs 1.1, 1.2, 1.3, 2.1, 2.2, 2.3, 2.4, 2.5, 2.6.2, 2.6.3, 2.9, 3.1, 3.2, 3.3, 3.4, 3.5.1, 3.5.2, 3.5.3, 3.5.4, 3.5.5, 3.5.6, 3.5.7, 3.7, 3.8,			

	3.9, 3.9.1, 3.9.2, 3.10.1, 3.10.1.1, 3.10.1.2, 4.1, 4.2, 5.1, 5.2, 5.3, 5.4, 5.5, 5.6, 6.1.2, 6.1.3, 6.1.4, 6.1.5, 6.1.6, 6.2, 6.3, 6.4, 7.0			
0014	Contract Data Requirements List (CDRL), DD Form 1423, Exhibit A, consisting of Exhibit Line Item Nos. A001 through A006 and A008 through A020 and A022 incorporated herein and attached as set forth in Part III, Section J, hereof.	1	Lot	Not Separately Priced
	OPTION V			
0015	Operations & Sustainment – Statement of Work SW-JLENS-16-97, dated 3 Dec 02, Rev 4, titled "JLENS Program, Spiral 1", incorporated herein and attached as set forth in Part III, Section J, hereof. Paragraphs 1.1, 1.2, 1.3, 2.1, 2.2, 2.3, 2.4, 2.5, 2.6.1, 2.9, 3.1, 3.4, 3.5.1, 3.5.6, 3.7, 3.8, 5.6, 6.1.2, 6.1.3, 6.1.4, 6.1.5, 6.1.6, 6.2, 6.3, 6.4, 7.0, and 8.0	See B-15		
0015AA	Level-of-Effort (Includes labor and travel)	See B-15		\$8,323,376
0015AB	Materials	See B-15		\$ 250,378
0016	Contract Data Requirements List (CDRL), DD Form 1423, Exhibit B, consisting of Exhibit Line Item Nos. B001 through B010, incorporated herein and attached as set forth in Part III, Section J,	1	Lot	Not Separately Priced

*Not-to-Exceed (NTE) subject to downward negotiations only.

hereof.

**TBD - To Be Determined upon submission of the contractor's proposal.

All amounts, except CLINs 0001, 0002, 0009, and 0010, are subject to an equitable adjustment in accordance with the changes clause.

- 2. SECTION F DELIVERIES OR PERFORMANCE, is changed as follows:
- a. Paragraph F-1. COMPLETION OF REQUIREMENT; is modified to delete the subparagraph a. through f. and replace with the following subparagraphs:
- a. The contractor shall complete the task required by CLIN 0001 and complete delivery of all data and reports required by CLIN 0002 by 30 Aug 1999.
- b. The contractor shall complete the task required by CLIN 0003 no later than 30 Dec 2003. The contractor shall complete delivery of all data and reports required by CLIN 0004 by 31 Mar 2004.
- c. The contractor shall complete the task required by CLIN 0005 and complete delivery of all data and reports required by CLIN 0006 by 31 Jul 2010.
- d. The contractor shall complete the task required by CLIN 0007 and complete delivery of all data and reports required by CLIN 0008 by 30 Sep 2008 for each Subclin, if exercised.
- e. The contractor shall provide all level of effort, data, and reports required by CLINs 0009 and 0010 by 30 Sep 2005.

- f. The contractor shall complete the task required by CLIN 0011 and complete delivery of all data and reports required by CLIN 0012 by 30 Sep 2012.
- g. The contractor shall complete the task required by CLIN 0013 no later than 30 Jun 2005. The contractor shall complete delivery of all data and reports required by CLIN 0014 by 30 Sep 2005.
- h. The contractor shall complete the task required by CLIN 0015 and complete delivery of all data and reports required by CLIN 0016 by 30 Sep 2007.

b. Paragraph F-5. MILESTONE EVENTS AND PERFORMANCE PERIOD: for CLIN 0003 and subsequent CLINs are deleted and replaced with the following:

MILESTONE EVENT	TIME PERIOD
CLIN 0003 - PTIR System	
FP Demo	Second Quarter FY 00
PTIR Hardware PDR	First Quarter FY 01
PTIR Hardware CDR	Fourth Quarter FY 01
Tether CDR	Second Quarter FY 02
POD TRIMMs Assembled	Fourth Quarter FY 02
REX Assembled	Second Quarter FY 03
Tether Test	Second Quarter FY 03
PTIR SRS Released	Fourth Quarter FY 03
POM TRIMMs Complete	Third Quarter FY 03
Master Test Plan (Draft)	Fourth Quarter FY 03

CLIN 0005

Logistics Planning Document	First Quarter FY 04
Tether Test	Second Quarter FY 04
Draft Master Test Plan	Third Quarter FY 04
SuR Risk Reduction IPR	Fourth Quarter FY 04
PTIR Build 1 SRS Released	Fourth Quarter FY 04
System Requirements Review (SRR)	First Quarter FY 05
POM TRIMMS Assembled and Tested	First Quarter FY 05



Surveillance Radar (SuR) Risk Reduction Test Third Quarter FY 05

System Functional Review Fourth Quarter FY 05

Master Test Plan Fourth Quarter FY 05

Platform PDR (Part 1 System PDR) First Quarter FY 06

Platform CDR Third Quarter FY 06

System ICD Fourth Quarter FY 06

Processing Station & CP PDR (Part 2 System PDR) First Quarter FY 07

Mil O & S PDR TBD

System Integration Laboratory (SIL) -

Functional Verification Test (FVT) Second Quarter FY 07

Precision Track Illumination Radar (PTIR)

Complete Third Quarter FY 07 (b)(3)(A)

Processing Station & CP CDR Fourth Quarter FY 07

System CDR First Quarter FY 08

PTIR #1 FVT Complete First Quarter FY 08

PTIR SIL SIAP Demonstration (LINK 16) Second Quarter FY 08

PTIR SIL SIAP Demonstration (Link 16/CEC) Fourth Quarter FY 08

Orbit/SIAP Test (SDD #1) Complete First Quarter FY 09

Deliver Orbit (SDD #1) to Government First Quarter FY 09

Orbit FVT Test (SDD #2) Complete Second Quarter FY 09

Deliver Orbit (SDD #2) to Government Second Quarter FY 09

Production Readiness Review Second Quarter FY 09

Contractor Final Test Report Second Quarter FY 09

Processing Station Software (TBM, SMTI, LCR) Build 5 Demo Third Quarter FY 09

Log Demo TBD

JTA-A Certification Complete First Quarter FY 10

CLIN 0007

SUBCLIN 0007AA - SuR

SuR Preliminary Design Review

Third Quarter FY 05

SuR Critical Design Review

Second Quarter FY 06

SIAP Demonstration

First Quarter FY 08

SuR Delivery

Fourth Quarter FY 08

SUBCLIN 0007AB - SuR

Mobile Mooring Station Delivery

Fourth Quarter FY 08

SUBCLIN 0007AC - SuR

Leave Behind Capability Including GSE

Fourth Quarter FY 08

SUBCLIN 0007AD - PDRR

SuR Launch and Recovery

Fourth Quarter FY 05

CLIN 0011

Deliver Final Report

Twenty-four Months after exercise of

Option

CLIN 0013 - Spiral 1

System Requirements Review

Second Quarter FY 03

System Functional Review

Third Quarter FY 03

Spiral I Radar IPR

Fourth Quarter FY 03

Platform IPR

First Quarter FY 04

Communication Payload IPR

Second Quarter FY 04

Processing Station IPR

Third Quarter FY 04

SIL Demonstration

Fourth Quarter FY 04

Spiral 1 Radar FVT

First Quarter FY 05

Spiral 1 Platform FVT

First Quarter FY 05

Integration Testing

Second Quarter FY 05

RS-05 Spiral 1 Capability Demonstration

Third Quarter FY 05

RS-05 Test Report

Fourth Quarter FY 05

3. SECTION G - CONTRACT ADMINISTRATION DATA.

a. Paragraph G-5, Accounting and Appropriation Data, CLIN 0005 is revised to add the following:

ACRN: BA

CUMULATIVE AMOUNT: \$14,000,000

ACCT CLASS: 214 2040 5Q 5Q17 P172419E55 255Y ER4D731500 S01021

ER4D731500/44KJLE/4K0000

ORDER NO: ER4D731500-01 FUNDED AMT: \$14,000,000 (P00086)

b. Paragraph G-9, will be added to the contract upon definitization of this change order as follows:

G-9. DCMA FACILITIES

OPTION

The contractor shall provide working facilities (including workstation, computers, communications) for 4 people from the contract administration office. These facilities shall be provided in the JLENS dedicated area.

- 4. SECTION H SPECIAL CONTRACT REQUIREMENTS. is changed as follows:
 - a.. Paragraph H-3. OPTIONS is modified to read as follows:

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

DATE

OFFICIA	DATE
CLINs 0007 and 0008 (Option II)	
0007AA	NLT 30 Aug 04
0007AB	NT 30 Aug 05
0007AC	NLT 30 Jun 06
0007AD	NLT 1 Dec 05
CLINs 0009 and 0010 (Option III)	NLT 30 Sep 05
CLINs 00011 and 0012 (Option IV)	NLT 30 Dec 07

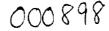
CLIN 0009 – At the unilateral option of the government, CLIN 0009 may be exercised incrementally or totally at any time during the period of performance of the contract, up to the amount set forth in Section B of the contract. The CPFF unit price per DPPH will be used to exercise CLIN 0009, if it is exercised incrementally.

(b)(4)

CLIN 0015: At the unilateral option of the government, CLIN 0015 may be exercised incrementally or totally not later than 30 Sep 07, up to the amount set forth in Section B of the contract. The CPFF unit price per DPPH will be used to exercise CLIN 0015, if it is exercised incrementally.

(b)(4)

In the event the contractor fails to complete the milestones required by F-5 of the contract for CLIN 0005, the government may postpone the exercise of the option for CLINs 0007/0008 without increase in the estimated cost and fee. In the event the contractor fails to complete the milestones required by F-5 of the contract for CLIN 0005 and/or CLIN 0007, the government may postpone the exercise of the option for CLINs 0011 and 0012 without increase in the estimated cost and fee.



Subclin 0007AA and Subclin 0007AB may be exercised individually. Subclin 0007AC may only be exercised if Subclin 0007AA and Subclin 0007AB have been exercised.

b. Paragraph H-10. INCREMENTAL FUNDING OF THE CONTRACT, paragraph c. CLIN 0005 is changed as follows:

PLANNED DATE
OF FUNDING
AMOUNT CUMULATIVE
(in millions)

CLIN 0005
TDB
TBD

c. Paragraph H-17, will be added to the contract upon definitization of this change order as follows:

H-17. CONTRACTOR'S ORGANIZATION AND RELATIONSHIP WITH OTHER CRUISE MISSILE DEFENSE SYSTEM OF SYSTEMS CONTRACTORS AND GOVERNMENT PROGRAMS

The government is engaged in the development of an integrated cruise missile defense conducted under the auspices of the Program Executive Officer, Air, Space and Missile Defense. Achievement of the effort involves bringing together in a System of Systems, programs that have been independently pursued. This provision provides a mechanism for an alliance of the participants in the programs, at present and the Joint Land Attack Cruise Missile Defense Elevated Netted Sensor System (JLENS), to further interoperability and capability leveraging. To assist in the implementation of these broad objectives, the contractor will establish associate agreements between the above three program participants. Agreements shall also be established with support contractors as identified by the government.

(b)(4)

The contractor shall maintain technical liaison with the suite of contractors in the alliance governed by associate agreements. Technical Direction will be used to identify the full complement of contractors. The associate agreements will accomplish the following:

- (1) Coordinate and exchange information reflecting the technical objectives of the systems and promote understanding of both technical interfaces and assure meaningful technical contribution to the system of systems within established specifications and designs.
- (2) Add to the value of each system by assuring interoperability in combat roles is a product of the respective efforts.
- (3) Determine how to share technical information in a manner which assures that the best of the capabilities of the developing systems are understood and leveraged by each system member to the benefit of all.
- (4) Provide for the exchange and safeguarding of proprietary information and date to include provisions to protect proprietary information from unauthorized disclosure. The agreements shall hold the Government harmless from unauthorized disclosure by the parties of proprietary information or data.

The contractor agrees to insert conforming provisions in all subcontracts which require access to proprietary information or data and require participation in interchanges implementing this provision.

- SECTION I CONTRACT CLAUSES: FAR 52.216-24, LIMITATION OF GOVERNMENT LIABILITY (APR 1984) is added as follows:
- (a) In performing CLIN 0005/0006 of this contract, the Contractor is not authorized to make expenditures or incur obligations exceeding \$14,000,000 dollars.

- (b) The maximum amount for which the Government shall be liable for CLIN 0005/0006 if this contract is terminated is \$14,000,000 dollars.
- 6. SECTION J LIST OF ATTACHMENTS is changed as shown below:

TITLE	DATE	# OF PAGES	
Scope of Work SW-JLENS-16-97, "JLENS Program," Rev 6	21 Oct 03	14	
Contract Data Requirements List (DD Form 1423) Data Item Nos. A001 through A028	17 Oct 03	28	
Performance Requirements Document, subject: JLENS Performance Specification (JPS), (U), (includes Appendices A through G, 48 pages) attached hereto by reference and previously Furnished	29 Oct 03	78 (b)(7	7)(E)
Government Furnished Equipment, GFP, and GFS - Spiral 2	TBD	None	

- 7. The contractor shall redirect the effort in conformance with the contract as changed herein and submit a proposal for these changes within seventy-five (75) days. See attached JLENS Special Instructions for Preparation of the Proposal for CLIN 0005.
- 8. This modification integrates the full agreement of the parties except as stated herein. The parties recognize that the Not-To-Exceed amount listed in Section B, CLIN 0005, above, is subject to further negotiation relative to the following items only:
- a. F-5. Milestone Events and Performance Period, CLIN 0005. The delivery dates for the Mil O&S PDR and Log Demo milestone events have not been agreed to within the parameters of this change order.
- b. Section J. List of Attachments, Government Furnished Equipment, GFP, and GFS Spiral 2. The Government Furnished Equipment, GFP, and GFS Spiral 2 list and contractor's respective need dates has not been agreed to within the parameters of this change order.
- c. If the above items, 8a. and 8b., cannot be agreed to by both parties, and if such causes any change to the contractor's cost, schedule or scope, the contract will be equitably adjusted acordingly.
- 9. Slipsheet pages to the contract will be provided upon definitization of the change order.

PROGRAM EXECUTIVE OFFICE FOR AIR SPACE AND MISSILE DEFENSE JOINT LAND ATTACK CRUISE MISSILE DEFENSE ELEVATED NETTED SENSOR SYSTEM (JLENS) PROJECT OFFICE

JLENS PROGRAM

SW-JLENS-16-97

DASG60-98-C-0001

CLINS 0003, 0005, 0007, 0009, 0011

STATEMENT OF WORK

21 Oct 03

Rev 6

000901

(A)

1.0 INTRODUCTION

1.1 Objectives

DASG60-98-C-0001 Modification P00086

The primary objective of the JLENS program is to provide an OTH LACM defense capability to the warfighter to defend CM's at extended ranges. The JLENS Program has three primary objectives: 1) mitigation of the risk associated with the execution of the program, and 2) design, development, fabrication, integration, test, and operations and maintenance of systems that meet the JLENS performance requirements, and (3) provide an operationally capable system. (3,5,7,9,11)

1.2 Scope

This Statement of Work (SOW) defines the requirements for a JLENS Program. Technical requirements are contained in the JLENS Performance Specification - Spiral 1 (JPSS1), and JLENS Performance Specification - Spiral 2 (JPSS2). The JLENS Program is composed of three segments: 1) Risk Mitigation (RM); 2) Design, Development, Integration, Test and fielding; and 3) Operations and Sustainment (O&S). The contractor shall design, develop, procure, fabricate, integrate, test, operate, and deliver systems that meets the requirements of this SOW and the Performance Specifications. (3,5,7,9,11)

1.3 Integrated Product Teams (IPTs)

The JLENS system shall be developed using a partnership between the government and industry. The IPTs shall be the basis of the partnership. The contractor shall implement IPTs as an integral part of the JLENS Program. The contractor shall be an integral member of government IPTs and the government will be an integral member of contractor IPTs. (3,5,7,9,11)

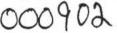
2.0 PROGRAM MANAGEMENT

2.1 General

The contractor shall ensure all activities are defined, resourced, controlled, scheduled, monitored, reported, and managed consistent with and supportive of the requirements set forth in this SOW. The contractor shall implement its integrated master approach defining the events, accomplishments, criteria, and associated processes in accordance with (IAW) contract Attachment A1 entitled, "Program Management Approach". (3,5,7,9,11)

2.2 Meetings and Reviews - Contractor Internal

The contractor shall identify, conduct, support, attend, and document reviews, and make assessments by which the degree of completion of technical and programmatic efforts related to major schedule milestones can be made. The contractor shall notify and invite the government to all such contractor and subcontractor reviews in a timely manner. (3,5,7,9,11)



2.3 Meetings and Reviews - Contractor/Government

The contractor shall conduct program reviews (PRs). The PRs shall address technical performance; risk and risk management; cost, technical and schedule progress; program status; staffing; and issues that could affect program execution. The contractor shall relate technical accomplishment to cost and schedule using earned value during PRs. The contractor shall conduct PM level reviews at the request of the JLENS Project Manager. (CDRL A001) (3,5,7,9,11)

2.4 Master Integrated Program Schedule (MIPS)

The contractor shall ensure that all activities are defined, resourced, controlled, scheduled, updated, monitored, reported, and managed consistent with and supportive of the requirements set forth in this SOW. The contractor shall develop a separate detailed Master Integrated Program Schedule (MIPS) for the JPSS1 and JPSS2 consistent with the Program Plan, CWBS, and CWBS Dictionary. The contractor shall logically link schedule tasks to reflect the manner in which the work is to be performed, resulting in the ability to analyze a critical path. The contractor shall document and provide the relationship between the MIPS and the CWBS. (CDRL A002) (3,5,7,9,11)

2.5 Contract Work Breakdown Structure (CWBS)

The contractor shall implement and maintain a CWBS and dictionary. The contractor shall use the CWBS as the primary framework for planning, budgeting, controlling, and reporting the status of program cost, schedules, and technical performance. The CWBS shall be developed to the lowest level at which work is performed. (CDRL A002 and A028) (3,5,7,9,11)

2.6 Cost Reporting

2.6.1 Funds Manhour Expenditure Report

The contractor shall provide a Funds Manhour Expenditure Report (CDRL A021)(9,11)

2.6.2 Cost Reporting

The contractor shall develop and implement a management control process that effectively uses earned value for integrated cost, schedule, and technical performance management. The contractor shall conduct an Integrated Baseline Review (IBR) (CDRL A001 and A004). This shall include an earned value management control process that provides the basis for planning and controlling cost and schedule, measuring performance and progress, and generating timely, reliable reports. The contractor shall flow down earned value management and appropriate reporting requirements to major subcontractors which, based on risk, schedule criticality, and dollar value of their subcontract, are important to the successful completion of the program. The Format 5 variance analysis shall explain the cost and schedule variances

exceeding $\pm 10\%$ for JPSS 2. The contractor shall provide variance analysis for all WBS elements experiencing a $\pm 5\%$ variance at completion. Variance analysis shall detail the cause, impact and corrective action. (3,5,7)

2.6.2.1 For JPSS 2 the contractor shall prepare and provide a Cost Performance Report (CPR) (CDRL A004) and a Contract Funds Status Report (C/FSR)(CDRL A003). To maintain necessary visibility, data reported shall be separated on the CPR (CDRL A004) via the WBS structure. (5,7)

2.6.2 Program Cost Estimate

Rough Order of Magnitude cost for System Development and Demonstration (SDD), procurement, and operations and sustainment of the JLENS system shall be developed and kept current. Anticipated SDD, production and sustainment requirements shall be provided periodically via a Contracting Officer letter. (CDRL A005)(3,5,7,11,13)

2.7 Data Management

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

These requirements may be revised at the sole discretion of the government in order to incorporate newer or improved versions of software. The following electronic media is permissible: the classified and unclassified JLENS servers or DVD, CD-ROM, 100 and 250 MB Zip Disks. Media (e.g., diskettes, tapes, etc.) delivered under this contract shall be free of viruses. The contractor shall test such media for viruses prior to delivery. The contractor shall support and provide input to the government in the development of documentation to support the government acquisition documentation. (CDRL A006) (3,5,7,9,11)

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

3.0 SYSTEM ENGINEERING

3.1 General

The contractor shall conduct systems engineering and provide a system design that meets the requirements of this SOW and the performance specifications. The configurations of these systems shall be explained and documented in the System/Subsystem Design Document. Systems Engineering shall include system/subsystem engineering requirements allocation, specification production and configuration management, system analyses, tactical hardware, tactical software, tactical ground support equipment, risk management, radio frequency management, test requirements/plans, interface management and integration, safety, modeling and simulations, Cost as an Independent Variable (CAIV), and technical reviews and meetings. The contractor shall implement CAIV as authorized by the contracting officer IAW contract Attachment 3 entitled, "Cost as An Independent Variable Approach" and IAW contract Attachment 4 entitled, "System Engineering Approach." (3,5,7,9,11)

3.2 System Engineering Requirements Allocation

The contractor shall develop and provide a Specification Tree for each radar configuration to the equivalent of the Critical Item (CI)/Prime Item/subsystem level (CDRL A007). The contractor shall flow down the requirements of the performance specifications to the equivalent of the CI/Prime Item/subsystem level. The contractor shall implement a producibility and manufacturing program that incorporates producibility and manufacturing into the design. This program shall include design strategies to preclude obsolescence, address production readiness reviews, producibility planning, manufacturing technology insertion and other pertinent efforts associated with manufacturing and production (CDRL A023). The contractor shall detail this information in Attachment A4 - "Systems Engineering Approach". contractor shall develop and maintain hardware design documentation that will allow the contractor to replicate the JLENS hardware. The contractor shall document this requirement allocation and supporting analyses in a Design Notebook (CDRL A008). The Design Notebook shall include refinements of and updates to the information presented in the technical proposal. The contractor shall define and document the details of the design and requirements in hardware and software design specifications (CDRL A009). The contractor shall develop and maintain, in contractor format, design and performance specifications to the Prime Item/subsystem level. The contractor shall develop Interface Control Documents (ICDs) for internal and external interfaces. (CDRL A010)(3,5,7)

3.3 System Analyses

The contractor shall conduct performance analyses to support the system designs IAW the

requirements of performance specification.

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and trade studies shall be completed and system design shall be established prior to DRs. All trade studies shall include CAIV. All analyses and trade studies generated under this section shall be included in the Design Notebook. (CDRL A008) (3,5,7)

3.4 Hardware

The contractor shall design, fabricate, assemble, integrate and test hardware to meet the requirements of performance specifications and ICDs. The contractor shall provide and maintain sufficient hardware to meet the requirement of this contract. The contractor shall be responsible for total support of the hardware, including all maintenance and provision of spare/repair parts. (3,5,7,9,11)

3.5 Software

3.5.1 Reuse

The contractor shall maximize use of reusable software products. (3,5,7,11)

3.5.2 Software Engineering Environment (SEE)

The contractor shall establish, control, and maintain a SEE. The SEE is the facilities, hardware, software, firmware, procedures, and documentation needed to perform software development and software testing. Elements may include, but are not limited to, computer aided software engineering (CASE) tools, software development library, software development files, compilers, assemblers, linkers, loaders, operating systems, debuggers, simulators, emulators, documentation tools, database management systems, simulators, code analyzers, test case generators, and path analyzers. (3,5,7)

3.5.3 Software Development

The contractor shall develop, document, provide and implement a software development plan. (CDRL A011) The contractor shall design, develop, and integrate software that meets the requirements of the software performance specifications and ICDs (CDRL A024). The contractor shall develop and maintain software documentation and code that will allow the contractor to replicate and modify the JLENS software. The contractor shall document the design decisions, algorithm descriptions, and the architectural and interface design for each Software Requirements Specification. The contractor shall document the detailed design and requirements traceability for each software unit in a Software Requirements Specifications. (CDRL A009) (3,5,7)



3.5.4 Software Testing

The contractor shall develop, document, and implement a software test plan for software testing. The contractor shall conduct unit and unit integration testing for all software units and shall document the specific test cases and related test procedures. The government may participate in all software testing. (CDRL A015 and A024)(3,5,7)

3.5.5 Software Version

The contractor shall document the exact version of each software release. The contractor shall include in the documentation the descriptions of the capabilities and limitations of each software version (CDRL A024), the patches and fixes from previous versions, and known software problems associated with each version. (CDRL A027)(3,5,7)

3.5.6 Corrective Action

The contractor shall implement a closed-loop corrective action system for resolving detected software product problems after Design reviews (DRs). The contractor shall document each detected software product and its solution. (3,5,7,9)

3.5.6.1 Hardware and Software

The contractor shall establish, conduct and document a closed loop software and hardware failure reporting, analysis and corrective action system for all failures occurring during system debugging, checkout, engineering tests and contractor maintenance. This system shall incorporate company or commercial best practices and shall be of sufficient detail to meet the program requirements. (5,11)

3.5.7 Management Indicators

The contractor shall collect, interpret, use, and report software management indicators. The contractor shall address software management indicators and corrective actions at the PRs. (3,5,7,9)

3.6 Deleted

3.7 Interface Management and Integration

The design shall be modular to the maximum extent possible and shall facilitate substitution of radars from a separate source. (CDRL A010)(3,5,7,9,11)

3.8 Safety

The contractor shall conduct system safety engineering and hazard tracking in support of all design, development, and test activities. A safety assessment report shall be prepared. (CDRI. A012)(3,5,7,9,11)

3.9 Modeling and Simulation

The contractor shall implement modeling and simulation IAW contract Attachment A5, entitled, "Simulation, Test and Evaluation Approach." (3,5,7)

3.9.1 Engineering Modeling and Simulations

The contractor shall develop simulation tools that model system and subsystems performance to support system engineering, design, development, test and evaluation, and operational exercise demonstrations. Simulation results shall be available for government review. The models and simulations shall include the capabilities and functions as represented in the performance specifications. These models and simulations shall be configured to operate both individually and collectively. (CDRL A013) (3,5,7,9)

3.9.2 System Integration Laboratory (SIL)

The contractor shall develop and maintain a SIL consisting of simulations, models, hardware and software. The SIL shall be used for integration of hardware and software. Actual JLENS hardware and software shall be integrated and tested at the SIL prior to shipment. (3,5,7,9)

3. 10 Technical Reviews and Meetings

3.10.1 Design Reviews (DRs)

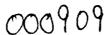
Using the government approved path to DRs, the contractor shall conduct DRs that meet requirements for system preliminary design review and system critical design review at the contractor's facilities. For Spiral 2 - JPSS2 the contractor shall conduct a formal System PDR and CDR, in addition of PDRs and CDRs for all Prime Items, which have not previously completed a successful PDR and CDR. The Prime Items (PIs) for which PDRs and CDRs shall be conducted include the aerostat, mobile mooring station, surveillance radar, processing station, communications payload and fire control radar (software only). The System PDR and CDR may be sequential, and/or conducted jointly with Prime Items PDRs and CDRs, to include all system of system aspects associated with the PIs under review. If a sequential approach to system PDR or CDR is selected, the final sequential PDR or CDR shall include a summary of previous sequential reviews and address system design integration of all prime items. (CDRL A014)(3,5,7)

3.10.1.1 DR Entrance Criteria

Minimum DR entrance requirements shall include contractor completed Specification Tree, System Analyses, requirements allocation, and hardware and software prime item specifications, hardware and software design, ICDs, trade studies, status of risk and risk mitigation efforts, test plans, test data; and any additional criteria agreed to at the Program Reviews. (3,5,7)

3.10.1.2 DR Exit Criteria

Minimum DR exit criteria shall include: government approved DR minutes, closed critical action items as agreed at the DR, establishment of a closed loop action tracking system, hardware drawings and specifications, software requirement specifications, and any additional criteria agreed to at the Program Reviews.(3,5,7)



4.1 General

Risk mitigation is the demonstration by the contractor that technical, schedule, and cost risks of the JLENS system have been reduced to acceptable levels to justify entry into the next phase of the JLENS Program. The contractor shall implement the contract Attachment A6 entitled, "Risk Mitigation Approach." (3,5,7,9)

4.2 Risk Mitigation Tasks

The contractor shall provide the status of risk mitigation tasks. All changes to the Risk Mitigation Approach shall be submitted to the government for approval. Risk Mitigation shall be addressed at each PR. Risk Mitigation test reports shall be incorporated into the Design Notebook. (CDRL A008) (3,5,7,9)

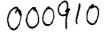
5.0 TEST AND EVALUATION

5.1 General

The contractor shall develop and conduct a contractor Test and Evaluation (T&E) program and support government T&E programs. The contractor's T&E program shall demonstrate that the requirements contained in the performance specifications have been satisfied. The contractor shall maintain traceability from the Spiral 2 Fire Control Segment Performance Specification of the contractor generated prime item and lower level specifications when defining or developing required tests to meet the JLENS test objectives. The contractor shall allow government participation (on a non-interference basis) of contractor and subcontractor tests and demonstrations. The contractor shall implement Test and Evaluation IAW the contract Attachment A5 entitled, "Simulation, Test and Evaluation Approach". As a minimum, the contractor shall perform component and subsystem level testing, system ground tests, elevated tests and system tests. (3,5,7,9)

5.2 Test Plans, Reports, and Reviews

The contractor shall prepare and submit test plans for the system, each prime item, and critical items (CDRL A015). The system test plan shall be known as the Master Test Plan (MTP) and shall address the entire test program including performance and integration testing, and field exercises at the contract/subcontractor facilities and at government test sites. The contractor shall prepare and submit a test report for each test for which a test plan is prepared. The contractor shall conduct test readiness reviews (TRRs) prior to ground testing and system test/demonstrations. The government will be the approval authority for aff TRRs. (CDRL A016, A017) (3,5,7,9)



5.3 Component and Subsystem Testing

The contractor shall perform component, subsystem tests and integration testing that demonstrate the maturity of the component and subsystems to enter into Ground Testing. Testing shall be conducted IAW approved test plans (CDRL A015 and A026). (3,5,7)

5.4 Ground Testing

The contractor shall perform Ground Testing that demonstrates the maturity of the system to enter into System Test. Ground Testing is the system level demonstration, less air vehicle or with the air vehicle moored, of the functional capability and integration of the system at a land-based site. Testing shall be conducted IAW approved test plans. (CDRL A015 and A026)(3,5,7,9)

5.5 System Tests/Demonstrations

The contractor shall perform system tests/demonstrations that demonstrate all components of the JLENS system operate IAW the JPSS1 and JPSS2 to include both internal and external interfaces. The contractor shall support the use of planned government events such as Roving Sands and JCIET where possible to demonstrate incremental and full system capability. System tests/demonstrations are system level tests/demonstrations of the technical capability and integration of the system at a land based site with and/or without the air vehicle deployed. System tests/demonstrations shall include participation with surface fire units in simulated engagements and live system

Testing shall be

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conducted IAW approved test plans. (3,5,7,9)

5.6 Government Test Support

The contractor shall support the government in the conduct of JLENS government tests. The contractor shall be responsible for providing test articles (hardware and software) in the approved configuration and the integration/checkout of the system at the government designated test sites. All testing shall be preceded by test readiness reviews (TRRs). Government testing includes engineering tests and tests involving the use of soldier personnel. The contractor shall assist the government with planning, collection, reduction, analysis, and reporting of test data. These tests may be conducted concurrently with contractor tests. (3,5,7,9,11)

SPECIALTY ENGINEERING 6.0

6.1 Logistics

The contractor shall develop and document a logistics support program for the JLENS system using Undated OSD Memorandum on Defense Acquisition (interim guidance following cancellation of DoD 5000.1 and DoDI 5000.2), AR 700-127, and MIL-PRF-49506 as guides. The contractor shall implement integrated logistics support IAW the contract Attachment A7 entitled, "Integrated Logistics Support Approach." (3,5,7,9)

6.1.1 Integrated Support Plan (ISP)

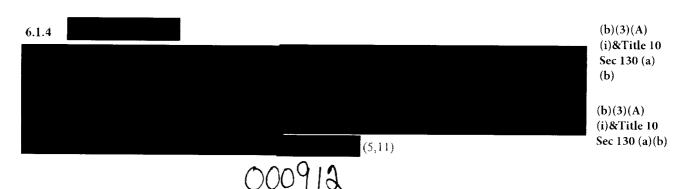
The contractor shall prepare an Integrated Support Plan (CDRL A018). The plan shall include a Maintenance Plan, Supply Support Plan, Equipment Plan, MANPRINT Management Plan, Transition Plan, and a Training Plan. The Transition Plan shall detail all efforts/actions required to transition from contractor to soldier operation and maintenance of the system. (3,5,7,9)

6.1.2 Readiness

The contractor shall provide reports during government tests and demonstrations, tests requiring government resources, and during exercises on the readiness of the system, mission performance, and significant events. The contractor shall notify the JLENS Project Office telephonically and/or by e-mail and comply with government instruction if the system is down or projected to be down during a test event or is involved in an incident or accident. (CDRL A017)(5, 11)

6.1.3 Status Reporting

The contractor shall establish an on-line database to document each operational event, maintenance and/or supply actions, training tasks, and action(s) taken as appropriate during government tests and demonstrations, test utilizing government resources, and during exercises. The contractor shall record data within 24 hours of the event. The contractor shall provide the government online access to this database. (5,11)



6.1.5 Logistics Information Data Base

The contractor shall establish and maintain a Logistics Management Information database to document requirements to support a tactical system and shall provide the government access to the data. The database shall be continually updated. (5, 11)

6.1.6 Training

The contractor shall develop, maintain, and submit a training plan as part of the ISP. The contractor shall develop and conduct a training program for government personnel that provide for proper operation and maintenance of the JLENS system. (5, 7, 9, 11)

6.2 Product Assurance

The contractor shall implement a quality system that meets the requirements of the applicable ISO 9000 series. The quality system procedures, planning, and all other documentation and data which comprise the quality system shall be documented by the contractor and made available for government review at contractor facilities. The contractor shall implement Product Assurance (PA) IAW the contract Attachment A8 entitled, "Product Assurance Approach". (3,5,7,9,11)

6.3 Environmental Management

The contractor shall comply with all applicable federal, state, and local laws, regulations, and guidelines. The contractor shall notify the contracting officer immediately upon failure to comply with any regulatory requirements. (CDRL A019 and A025)(3,5,7,9,11)

6.4 Configuration Management

The contractor shall implement and maintain configuration management control of all hardware, software, and interface control documentation using internal contractor procedures. The contractor shall develop and maintain a listing and status of all configuration management documentation. The contractor shall implement Configuration management IAW the contract Attachment A9, entitled, "Configuration Management Approach". (3,5,7,9,11)

7.0 OPERATIONS SECURITY

The contractor shall update, provide, and implement the OPSEC Plan. (CDRL A020). The contractor shall update the OPSEC Plan IAW specific instructions of the Contracting Officer/Contracting Officer Representative for Security and USASMDC Industrial OPSEC Guide, September 1991. The contractor shall adhere to the approved OPSEC Plan and the security requirements of the DD Form 254 of this contract. (3,5,7,9,11)

8.0 OPERATIONS AND SUSTAINMENT

The contractor shall operate and provide total contractor logistic support of the JLENS system on 1/8/5 basis at McGregor Test Range, NM. The contractor shall be responsible for all aspects of operating, maintaining, repairing, site security and supporting the JLENS system 24/7 basis. This includes but is not limited to personnel, consumable and repairable materials, petroleum, oil, and lubricants, helium, maintenance, overhaul and rework, total contractor logistics support, facilities, transportation, and training. The contractor shall support government post fielding evaluation of the JLENS. The contractor shall implement software upgrades. The contractor shall implement these requirements in accordance with Attachment A10 entitled, "Operation and Sustainment Approach". The contractor shall report operation and sustainment activities. (CDRL A001)(11)

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Page 13 of 28 Page

The public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to Department of Defense, Washington Headquarters Services, Directorate for on Operations and Reports (0701-0188), 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302. Respondents should be aware that anding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently B control number. Please DO NOT RETURN your form to the above address. Send completed form to the Government Issuing Contracting Officer for the PR No. Issted in Block E. A. CONTRACT LINE ITEM NO. **B. EXHIBIT** C. CATEGORY: 4, 6, 8, 10, 14 A TDP _____ TM OTHER D. SYSTEM/ITEM E. CONTRACT/PR NO. F. CONTRACTOR **JLENS** DASG60-98-C-0001 Raytheon 17. PRICE GROUP 1. DATA ITEM NO. 2. TITLE OF DATA ITEM 3. SUDTITLE A015 Test Plan Detailed Test Plan 4. AUTHORITY (Data Acquisition Document No.) 5. CONTRACT REFERENCE 6. REQUIRING OFFICE 18. ESTIMATED DI-NDTI-80566 SOW Para 3.5.4, 5.2, 5.3, 5.4 SFAE-ASMD-JLN TOTAL PRICE 9. DIST STATEMENT 7. DD 250 REQ 10. FREQUENCY 12. DATE OF FIRST SUBMISSION 14. DISTRIBUTION REQUIRED LT As Required Blk 16 b. COPIES 13. DATE OF SUBSEQUENT 8. APP CODE Statement 11. AS OF DATE SUBMISSION Blk 16 a. ADDRESSEE Required Draft Reg Repro 16. REMARKS (b)(6)See Appendix K of the Program Security Guide for security test plan outline. Submit draft Test Plans for system tests/demonstrations, subsystem, prime item, critical item (component), and integration test 60 days prior to each test. Submit final test plan NLT 30 days prior to each test. Subsytems are the Fire Control Subsytem and Surveillance Subsystem. Provide detailed test plans for subsystem/system level tests/demonstrations (including software, integration, and interface testing). ** Provide detailed test plans for prime item level (radar(s), processing station, platform, communications) including software, integration, and interface testing. wide detailed test plans for critical items/components including software. ation, and interface testing for each category below: Radar (s): Processing Station: Operations, C. Platform: Approval: G15/C10. **The MTP only applies to the contractor test program. The Government shall conduct the Government DT&E and OT&E program. The MTP shall be IAW the Government program schedule. The draft MTP is due 6 MAC (approval: G30/C30). MTP is due 18 MAC (approval: G30/C30). Update as required. * Notify addressee at e-mail address in block 14 when deliverable is placed in electronic server. Letter of transmittal must be signed electronically. ** Not applicable to Spiral 1. 15. TOTAL G. REPARED BY H. DATE I. APPROVED BY J. DATE 17 Oct 03 17 Oct 03 PREVIOUS EDITION MAY BE USED. DD FORM 1423-1, FEB 2001 of 28 Page 15 Pages

Form Approved

OMB No. 0704-0188

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Joint Land Attack Cruise Missile Defense Elevated Netted Sensor System (JLENS) Performance Specification – Spiral 2 Fire Control System (U)

29 October 2003

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JOINT LAND ATTACK CRUISE MISSILE DEFENSE ELEVATED NETTED SENSOR SYSTEM

SPECIAL INSTRUCTIONS FOR PREPARATION OF THE PROPOSAL FOR CLIN 0005

CONTRACT DASG60-98-C-0001 ACCELERATED CRUISE MISSILE DEFENSE

A. INTRODUCTION:

1. The Program Executive Office, Air, Space and Missile Defense (PEO, ASMD) Joint Land Attack Cruise Missile Defense Elevated Netted Sensor System (JLENS) Project Office plans to restructure the current JLENS contract, Number DASG60-98-C-0001, Contract Line Item Numbers (CLINs) 0003 and 0005 into CLIN 0005 to procure two complete JLENS System Development and Demonstration (SDD) systems, less the Surveillance Radar, pursuant to Statement of Work, SW-JLENS 16-97 Revision 6, dated 21 Oct 03, and Joint Land Attack Cruise Missile Defense Elevated Netted Sensor System (JLENS) performance Specification – Spiral 2 Fire Control System, dated 29 Oct 03. Proposal Instructions is for revised CLIN 0005 only. Acquisition of the Surveillance Radar will be via a follow-on acquisition.

	2.	The	JLENS	program	is ı	utilizing	a syste	m of	systems	approach	whereas	each
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The fire control system and wide-area surveillance system shall have the capability of operating independently and autonomously and/or together as a JLENS system.

B. OVERVIEW:

- 1. The contractor shall propose the costs for 14 prime items and Surveillance Radar risk reduction in this change order. The prime items are as follows:
 - a. Two fire control radars
 - Four processing stations
 - c. Four aerostats platforms inclusive of the tethers and mobile mooring stations of identical design
 - d. Four communication payloads
 - The proposal shall also include effort for the following:
 - a. Trained personnel, equipment, supplies, tools, materials, helium, payload, onsite security, and associated equipment and services required to operate and maintain the systems. The contractor shall provide qualified Flight Directors for tests/demonstrations and normal flight operations. Support to tests/demonstrations/normal flight operations include the relocation and shipment of the hardware and support equipment to the

exercise site, operations and maintenance of the System and system during the tests/demonstrations/normal flight operations.

- b. The Contractor shall make maximum use of the items in the Government inventory to test, to be components of, to operate, and to maintain the system. The government plans to provide the contractor access to the government supply system IAW AR 725-50. The contractor should make maximum use of the government maintenance and supply system, if it is advantageous to the government, to order spares/repair parts for the repair and maintenance of common items. The GFP list for CLIN 0005 is provided with the change order.
- c. The contractor shall, as part of the proposal, identify all equipment (vehicles, generators, forklifts, converters, test equipment, cranes, helium trailers, etc.) required to operate and maintain the systems. The contractor shall provide items if not already in the government inventory.
- d. The contractor shall, as part of the proposal, provide a list of these items that includes item nomenclature, item description, model number, justification of need, frequency of use, date required, and procurement cost of each item.
- e. PEO ASMD requests the contractor develop a CWBS in accordance with the WBS depicted in Figure 2.2.7-1.

Contract DASG60-98-C-0001 Change Order Request for Proposal Page 3 of 16 (b)(4)

Figure 2.2.7-1. Notional JLENS WBS

f. The modification resulting from this change order is anticipated to be the same cost reimbursement plus incentive fee arrangement as is currently in the contract. The revised contract milestones are listed below with a performance end date of 31 July 2010.

CLIN 0005

Logistics Planning Document	First Quarter FY 04
Tether Test	Second Quarter FY 04
Draft Master Test Plan	Third Quarter FY 04
SuR Risk Reduction IPR	Fourth Quarter FY 04
PTIR Build 1 SRS Released	Fourth Quarter FY 04
System Requirements Review (SRR)	First Quarter FY 05
POM TRIMMS Assembled & Tested	First Quarter FY 05
Surveillance Radar (SuR) Risk Reduction Test	Third Quarter FY 05
System Functional Review	Fourth Quarter FY 05
Master Test Plan	Fourth Quarter FY 05
Platform PDR (Part 1 System PDR)	First Quarter FY 06
Platform CDR	Third Quarter FY 06
System ICD	Fourth Quarter FY 06
Processing Station & CP PDR (Part 2 System PDR)	First Quarter FY07
Mil O & S PDR	First Quarter FY07 780
System Integration Laboratory (SIL) Functional Verificatio	n Test (FVT)

Precision Track Illumination Radar (PTIR) Complete Processing Station & CP CDR System CDR PTIR #1 FVT Complete PTIR SIL SIAP Demonstration (LINK 16) PTIR SIL SIAP Demonstration (Link 16/CEC) Orbit/SIAP Test (SDD #1) Complete Deliver Orbit (SDD #1) to Government Orbit FVT Test (SDD #2) Complete Deliver Orbit (SDD #2) to Government Production Readiness Review Contractor Final Test Report Processing Station Software (TBM, SMTI, LCR) Build 5 Demonstration Log Demo

JTA-A Certification Complete

CLIN 0007, Not Exercised/Informational Only,
SuR PDR

SuR SIL SIAP Demonstration (Link 16/CEC)

SuR CDR

Second Quarter FY 07
Third Quarter FY 07
Fourth Quarter FY 08
First Quarter FY 08
First Quarter FY 08
Second Quarter FY 08
Fourth Quarter FY 08
First Quarter FY 09
First Quarter FY 09
Second Quarter FY 09
Second Quarter FY 09
Second Quarter FY 09
Second Quarter FY 09
Second Quarter FY 09

(b)(3)(A)

Third Quarter FY 09
Third Quarter FY 09
First Quarter FY 10

First Quarter FY 06 First Quarter FY 07 Fourth Quarter FY 08

(b)(3)(A)

(i)&Title

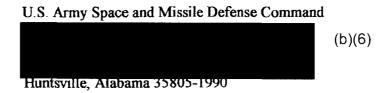
130 (a)(b)

10 Sec

c. SUBMISSION OF PROPOSALS: In addition to copies required in paragraph below entitled "General", your response to this change order shall be submitted one (1) copy of the cost and technical proposals, and Representations, Certifications, and Other Statements of Contractors, to both your cognizant DCAA Auditor and Administrative Contracting Officer.

D. GENERAL:

1. The address for proposal submission is a follows



- 2. For purposes of this request for proposal (RFP), a page is defined as one side of standard 8 1/2" x 11" paper, 12-pitch or equivalent, proportional spacing permissible, "newspaper copy type" style (two column) permissible, one inch margin all sides, single spaced. Any charts or graphs, 8-pitch or equivalent is permissible, must be clearly legible. Foldouts are permissible; however, each 8 1/2 x 11 fold will count as a page. All pages shall be numbered. Print both sides of paper (head to head). Proposal volumes and appendices are to have soft covers (i.e., card stock), be spiral or comb bound, be sized to stand on edge in a standard Government security safe drawer (maximum 10.25" high and 16" wide) and allow the drawer to close without requiring the document to lay down. Confine discussion of material contained in each appendix to the subject of the appendix.
- 3. In each proposal volume, a single cross-reference table to the statement of work (SOW) is required.

the cost data shall be in

If files contain

links, the links must be intact and maintained through all revisions. One of your disk copies for

links, the links must be intact and maintained through all revisions. One of your disk copies for your Cost Volume may be write-protected. The remaining copies shall not be read/write/password protected. The diskettes containing cost data shall contain all formulas used in building up your proposal.

		Number of:	
Volume	Title	Hard Copies	Compact Disks
Volume I	General	3	2
Volume II	Technical Appendix A – Submission of Approaches	5	3
Volume II	Cost	5	3

E. VOLUME DESCRIPTIONS

1. VOLUME I - GENERAL: The general volume will consist of the actual proposal as set forth above to enter into a contract to perform the desired work. It shall also consist of the following: acknowledgment, team responsibility, assumptions and ground rules contained in the proposal, representations, certifications, acknowledgments, identification of technical data and computer software that the contractor intends to provide with limited rights or restricted rights, exceptions, and deviations. Provide any other General Information that may be beneficial in evaluation of your proposal.

2. VOLUME II - TECHNICAL PROPOSAL:

- a. The technical proposal shall contain a description of the contractor's approach to complete all the requirements of the SOW. Number paragraphs according to the pertinent paragraph in the SOW section to reference the SOW paragraph. It is unacceptable to send proposals containing statements of compliance only (e.g., "will comply"). The technical proposal shall include a description of resources; positions by labor mix; and facilities, equipment, and services (to include government-furnished facilities, equipment and services) to be used in accomplishing the requirements of the statement of work.
- b. The proposal shall not merely offer to perform work in accordance with the SOW, but shall describe how to perform the actual work proposed as specifically and concisely as possible. Repeating the SOW without sufficient elaboration is unacceptable. Address all portions of the SOW as specifically and concisely as possible. The proposal shall address: the nature of the requirements as understood by the contractor, identification of critical areas of the requirements, proposed methods of accomplishing overall requirements, and proposed methods of accomplishing critical areas.
- c. The technical volume shall include a description of resources (including personnel, equipment, material, software, and subcontractors) proposed for utilization in accomplishing the requirements of the SOW. The description of the equipment shall include make and model. The description of the software shall include the make and version. Contractors may also include any other information deemed pertinent to evaluation of such resources.
- d. The Technical Proposal shall be prepared as a Master Integrated Program Schedule (MIPS) and address all the requirements of the SOW, including explicit and implicit plans and tests. It shall be prepared and separated by tabs to cross-reference the applicable section/paragraph of the SOW. The technical proposal shall be formatted in a manner that will allow (1) its incorporation into the contract and (2) its practical application following contract award. The contractor has the flexibility to structure the technical proposal in a manner that satisfies both proposal and post-award application (e.g., appendices, attachments, annexes).

- e. The contractor shall develop an event driven MIPS that describes the technical program, management process and schedules necessary to implement the SOW. Events, criteria, planned accomplishments, etc. shall be shown such that all aspects of performance (operational and support), design and development, fabrication, assembly, integration, testing, quality, and logistics are addressed and oriented towards program objectives. The MIPS shall provide the Government and the contractor a living management document for execution of the program as well as an assessment of progress toward and completion of each activity and milestone. The MIPS shall provide insight into the total work effort (SOW tasking) and address the contractor's approach to develop, implement, and commit to the necessary program and integrated management structure to achieve all program goals. The MIPS shall be organized to track/map to the SOW, CWBS and the government Accelerated CMD schedule. The MIPS shall establish activities and events that must be successfully completed to provide a logical and orderly development process for the Risk Mitigation and Design efforts. The MIPS shall identify planned accomplishments/criteria for each activity/event to ensure a logical, orderly In the MIPS, the critical path shall be identified, the development process is maintained. sensitivity of this path to significant activities/events and associate development/integration/risk mitigation tasks shall be identified; it shall be keyed to the major program milestones. Both a top level MIPS and a detailed version shall be provided.
- e. The MIPS shall provide a comprehensive discussion of the contractor's identification of critical issues, alternatives and methodologies for issue resolution, including candidate technologies and requirements implementation.
- f. The discussion shall include implementation of approaches to resolve issues in support of the SOW shall be included. The technical proposal shall include a description of resources, facilities, equipment, and services (to include appropriate references to those in the contractor's requested government furnished list) to be used in accomplishing the requirements of the SOW and the need-by date for each of these items. The contractor shall identify all models and simulations, how they will be used to mitigate program risks and the verification and validation process for each model and simulation proposed on this program.
- g. The contractor shall describe the integration of the various program and engineering disciplines for the JLENS program by clearly describing the roles, responsibilities, and tasks of each functional area. The summary will provide an overview of the contractor's organization (includes key personnel, major subcontractors, responsibilities, lines of authority, flow of information, etc.) and general approach to support the solicitation requirements. Pertinent aspects of the proposed approach including teaming approaches, if any, subcontracting, and relevant expertise on similar programs should be identified. Particular proposal advantages or unique approaches should also be highlighted. The contractor shall fully describe the integrated management control system established for scheduling, budgeting, and accumulating cost; assessing earned value; identifying cost and schedule problems; performing estimates at completion; and providing timely detailed performance status to management and the Government.

- h. The contractor shall include a description with charts of the proposed organization to include key technical and management personnel of the contractor's organization and proposed subcontractor(s) organization(s), and associated resumes. Key personnel are the Project Manager, Deputies, Chief of each functional element or the support staff, and other significant personnel. Access to senior corporate technical specialists, such as Chief Scientist, Quality, Safety, shall also be shown. Authority relationships and duties shall be established for the project organization with an indication of level of control of project and company resources. The degree of participation of key personnel and roles of the subcontractor's key personnel shall also be indicated.
- i. The contractor shall extend the Program Work Breakdown Structure (PWBS) contained in this change order to the level of detail necessary to accomplish the contract Scope of Work. The PWBS and guidance for its extension to the Contractor Work Breakdown Structure (CWBS) are contained in the SOW Attachment 3.
- j. Proposal containing statements of compliance only are not acceptable (e.g., "will comply"). The technical proposal shall contain a qualification of technical performance parameters and sufficient rationale to allow for evaluation of program approaches.
- k. The contractor shall develop a crosswalk between the government performance specification and the proposal. If special conditions are required to meet a requirement(s) (such as NBC, transportability, engagement scenarios, operational availability), these shall be called out in a separate table or document along with the special condition (i.e,

 The contractor shall provide a complete Requirements Verification (b)(3)(A)

Matrix as described in Section 4 of the government performance specification.

I. The proposal shall include within each Basis of Estimate (BOE) or in another format a complete breakout by fiscal year of the number of hours proposed and correlated to specific implicit or explicit tasks to be performed under that BOE per year. Any proposal statement that only lists the total period of performance for a given BOE with the total number of hours per discipline and a generic list of tasks to be accomplished is not acceptable. All Level of Effort (LOE) tasks shall be kept to a minimum and disclosed in a separate table.

m. The contractor shall provide, with the proposal, a description of the Master Test Plan required in SOW at paragraph 5.2. The description shall include a preliminary list of all tests planned and identify the tests for which the contractor will submit test plans and reports per CDRL A015.

- 3. APPENDIX A to Volume II: SUBMISSION OF APPROACHES: The contractor shall re- submitted all approaches as a requirement of CLIN 0005. The requirements and the respective relationship to the SOW are set forth elsewhere in this Special Instructions. All approaches shall describe how the approach is applicable to CLIN 0005 and will also be traceable from the effort described in the approach for each segment.
- a. Program Management Approach: The contractor shall submit a Program Management (PM) Approach to describe how PM will be implemented in accordance with the requirements of CLIN 0005. Include as minimum: detailed schedules, milestones and achievement criteria for each requirement; detailed descriptions of procedures that will be used to satisfy the requirements; a program schedule that includes detailed milestones and events; and detailed schedules, milestones and achievement criteria for interrelationship of PM to support other requirements.
- b. CAIV Approach: The contractor shall submit a Cost as an Independent Variable (CAIV) Approach to describe how CAIV management will be implemented in accordance with the requirements of CLIN 0005. The CAIV approach shall described the strategy for setting and managing aggressive but realistic cost objectives for the JLENS System. Include as minimum: detailed schedules, milestones and achievement criteria for each requirement; detailed descriptions of procedures that will be used to satisfy the requirements; a program schedule that includes detailed milestones and events; and detailed schedules, milestones and achievement criteria for interrelationship of CAIV to support other requirements.
- c. Systems Engineering Approach: The contractor shall submit a System Engineering (SE) Approach to describe how SE will be implemented in accordance with the requirements of CLIN 0005. Include as a minimum: detailed schedules, milestones and achievement criteria for each requirement; detailed descriptions of procedures that will be used to satisfy the requirements; proposed for of the design notebook, proposed SE analyses including trade studies, proposed function block diagrams for the system; proposed developmental tests; proposed software management indicators; description of the software engineering environment; a list of required interface control documents (ICD); a matrix which cross-correlates each requirement in paragraph 3.0 of the performance specification with the unique requirement verification procedure of paragraph 4.0 (including Table 4.1.1) of the system performance specification; and interrelationships of SE to support other requirements. The WBS should be a product based structure. For software management, the contractor shall provide an estimate of the total System Line of Code (SLOC) and a breakdown of the SLOC allocation for the PTIR;

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

For each Computer Software Configuration Item (CSCI), a breakdown of the SLOC shall be included for each area listed in the previous sentence. The design shall be indexed to the requirements in the performance specification and shall be traceable to the applicable WBS level.

d. Risk Assessment, Mitigation and Management Approach: The contractor shall submit an overall Risk Mitigation Approach to describe how Risk Mitigation and Management will be implemented in accordance with the requirements of CLIN 0005. Discussions of each

risk area, along with risk mitigation schedule and plans shall be included. The contractor shall submit an assessment of both the schedule and technical risk for the system and each prime item. Discussions of each risk area; along with risk mitigation schedule and plans shall be included. For schedule risk, the contractor shall submit data showing how schedule risk will be mitigated in integrating all components (hardware and software) of the aerostat system. The contractor shall provide detailed event driven schedules and milestones for the integration with associated schedule risk analysis. For technical risk, the contractor shall document in detail the use of existing technologies or commonality with other systems. All claims shall be supported by data (test, simulation, analysis) and the sources of all leveraged technology shall be stated. All data shall be capable of being validated. Risk definitions of high, medium, and low shall not be used. Rather, submit a specific definition of the risk area, with the appropriate data that shows specifically how the risk will be mitigated. Any hardware reuse from other programs shall address whether the components will be used without change or modified. All modifications to hardware components shall be explained in detail and shall address risk. Any software reuse from other programs shall address whether the software will be used without change or modified and shall address risk. All modifications to software components shall be explained in detail and shall address risk. Any new software components shall also be explained in detail and shall address risk.

- e. Simulation, Test, and Evaluation Approach: The contractor shall submit a Simulation, Test, and Evaluation (STE) Approach to describe how STE will be implemented in accordance with the requirements of CLIN 0005. Include as a minimum: detailed schedules, milestones and achievement criteria for each requirement; detailed descriptions of procedures that will be used to verify and validate APS requirements; test matrix and justification for any proposed changes, entrance and exit criteria for CPDR and CCDR, required GFE and facilities by test and location including target requirements; security control methods for handling classified test data; method for aerodynamic test and analysis; safety fan; process for qualification test for components, subsystem through system level; how the STE approach will minimize the changes to hardware and software between test phases; for interrelationship of STE to support other requirements.
- f. Integrated Logistics Support Approach: The contractor shall submit an Integrated Logistic Support (ILS) Approach to describe how ILS will be implemented in accordance with the requirements of CLIN 0005. Include as a minimum: detailed schedules, milestones and achievement criteria for each requirement as detailed in the Integrated Support Plan and associate sub-plans; detailed descriptions of procedures that will be used to satisfy the requirements; a program schedule that includes detailed milestones and events; and detailed schedules, milestones, personnel, hardware/software requirements and achievement criteria for interrelationship of ILS to support other requirements.
- g. Product Assurance Approach: The contractor shall submit a Product Assurance (PA) Approach to describe how PA will be implemented in accordance with the requirements of CLIN 0005. Include as a minimum: detailed schedules, milestones and achievement criteria for each requirement; detailed descriptions of procedures that will be used to satisfy the requirements; a program schedule that includes detailed milestones and events; and detailed schedules, milestones and achievement criteria for interrelationship of PA to support other requirements

- h. Configuration Management Approach: The contractor shall submit a Configuration Management (CM) Approach to describe how CM will be implemented in accordance with the requirements of CLIN 0005. Include as a minimum: detailed schedules, milestones and achievement criteria for each requirement; detailed descriptions of procedures that will be used to satisfy the requirements; a program schedule that includes detailed milestones and events; and detailed schedules, milestones and achievement criteria for interrelationship of CM to support other requirements.
- 4. Appendix B: The contractor shall submit the updated MIPS (excluding resourced) with the proposal package. The resourced MIPS will be provided at the IBR.

5. VOLUME III - COST:

INSTRUCTIONS FOR SUBMISSION OF A CONTRACT PRICING PROPOSAL WHEN COST OR PRICING DATA ARE REQUIRED: Cost proposals shall be submitted in accordance with FAR 15.408(1) and with 15.403-5. In submitting its proposal, the contractor grants the Contracting Officer or an authorized representative the right to examine, at any time before award, prime and major subcontractor, books, records, documents, or other directly pertinent records to verify any request for an exception under this provision, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the contractor's determination of the prices to be offered in the catalog or marketplace. In addition, provide the following:

- a. For pricing purposes, the start date of the effort is the date the change order is issued. Include the proposed contract type and period of performance. The cost volume shall provide cost data in response to the SOW, Specification, and change order modification. The cost volume shall consist of the proposed costs for the JLENS Cruise Missile Defense (CMD) Accelerated Program. Provide any other General Information that may be beneficial in evaluation of your proposal.
- b. Provide the following information on the first page of your pricing proposal:
- (1) Name, address, voice telephone number, fax number, and e-mail address of cognizant Defense Contract Audit Agency;
- (2) Type of contract (that is, FFP, FPI, CPFF, CPFF Level of Effort, etc.);
- (3) Proposed cost; profit or fee dollars, cost of money dollars, and total for overall contract;
- (4) Place(s) and period(s) of performance;

- (5) Whether your organization is operating under an accounting system that has been approved for cost type contracts. Whether you organization is subject to cost accounting standards; whether your organization has submitted a CASB Disclosure Statement, and if it has been determined adequate; whether you have been notified that you are or may be in noncompliance with your Disclosure Statement or CAS, and, if yes, an explanation; whether any aspect of this proposal is inconsistent with your disclosed practices or applicable CAS, and, if so, an explanation; and whether the proposal is consistent with your established estimating and accounting principles and procedures and FAR Part 31, Cost Principles, and, if not, an explanation;
- (6) A listing by Line Item Number of each line item's applicable cost, fee, COM, and total dollars;
- (7) Date of submission; and
- (8) Name, title and signature of authorized representative.
- c. The cost volume shall include the proposed costs for the JLENS CMD Accelerated Program, CLIN 0005, of the JLENS contract. The cost proposal shall include costs for two complete Precision Track and Illumination Radar (PTIR) systems comprised of a platform, PTIR, communications payloads, and mobile processing station and for two complete Surveillance Radar (SR) systems comprised of a platform, communications payloads, and mobile processing station without the SR. The SR is planned as a follow-on acquisition.
- (1) The cost proposal shall be consistent with the cost, schedule, and technical requirements provided with the change order. The cost proposal shall in accordance with the Contract Work Breakdown Structure (CWBS) provided.
- (2) The cost proposal shall be supported by cost and pricing data. Costs proposed shall be provided:
 - (a) in total by both government fiscal year and contractor rate year that summarizes to the grand total amounts shown.
 - (b) by cost element by both government fiscal year and contractor rate year
 - (c) by cost element by WBS Level 2 by government fiscal year
 - (d) by government fiscal year to WBS Level 1, 2, 3, 4, and 5
- (3) A DD1861, Contract Facilities Capital Cost of Money, shall be provided by both government fiscal year and contractor rate year.
- (4) A matrix of subcontractor proposed and contractor evaluated subcontract costs by both government fiscal year and contractor rate year.

- (5) A consolidated priced Bill of Material shall be provided in descending high dollar format in total by WBS to include description, quantity, price, etc.
- (6) A matrix of costs by WBS by government fiscal year by Product IPTs / Cross Product IPTs. The contractor shall provide the test cost and the integrated logistics support cost into separate individual sections.
- (7) A matrix of travel costs by WBS by both government fiscal year shall be provided showing locations, number of trips, number of personnel traveling, car rental, etc.
- (8) A consolidated priced list of the GFE/GFP/GFS required of the contractor by the government with a description, cost, quantity, lead time, date required by contractor for items to be provided, availability, etc.
- (9) FAR 15.806 requires the prime contractor to submit as part of their cost and pricing data the results of subcontract review and evaluations. For this proposal, the contractor shall obtain assist audits from the DCAA on all subcontract proposals that exceed \$1,000,000. These audit reports and the contractor's cost and technical analyses of these subcontractor proposals shall be furnished to the government NLT forty-five days after the proposal is submitted.
- (10) Since subcontractor technical evaluations will be conducted by the government, copies of the subcontractor's cost proposals shall be delivered with the submittal of the contractor's proposal (or furnished directly to the government by the subcontractor for those subcontractor's that do not wish to disclose their rates and factors and rate structure to the prime contractor) in the same level of detail as that required for the contractor's proposal.
- d. Section IV: Provide a grand total roll-up summary by cost element breakdown by CFY.

Request for Rate Information					
you are providing their latest correct addresses and pho					
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Contractor Name:					
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name.					
Small Business () Large Business () 8a Contra	uctor ()				
Title of Effort:					
(Note to contractor: Include any applicable contract m	ounication numbers here.)				
Point of Contact at Contractor's Facility:					
POC! A second of	2002- F.M. I. A. H.,				
POC's phone number:	POC's E-Mail Address:				

Note to contractor: Provide in the following chart <u>ALL</u> rates, (Direct, Indirect and Other Direct Cost rates) which are included in your proposal. Insure that DCAA has a complete "full-up" copy of your proposal. Also insure that DCAA has the backup to all proposed rates.

Proposed

Contractor

(Referencing other pages in the proposal as a substitute for completing the Chart is UNACCEPTABLE!)

Base* in Proposal

Category	to Which	Rate	Fiscal Year
	Rate is Applied		
(Note to contractor	: Include full description to ena	ble DCAA to ide	entify category referenced)
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^{*} Examples of Bases: For Direct Labor the base might be hours; for Overhead the base might be Direct Labor Dollars; For Fee the base might be Labor plus Overhead plus Other Direct Cost.

Type of System	Applicability to this contract	If applicable, Date of Approval, Point of Contact and POC phone number	
Accounting System			
Cost Accounting Standards Disclosure Statement			
Purchasing System			
Estimating System			
Material Management Accounting System			

EN PANODIFICATION NO	1 EFFECTIVE DATE	4 REQUISITION/PURCHASE REQ. NO.			S. PROISCI	NO (If applicable)
D87	29-Jan-2004					V 1
ISSUED BY CO	DDE W9113M	7. ADMINISTERED BY (If other than item 6)	C	NON!	E
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NAME AND AUDRESS OF CONTRAC	CTOR (No., Street, County, St	ate and Zip Code)	T	9A AMENDA	ENT OF SOL	JCITATION NO
RAYTHEON COMPANY THE HARTWELL HOAD BEOFORD MA 01730-0000				9B. DATED (S	SEE (TEM 11)	
			×	IOA. MOD O DASG60-98-	F CONTRACT C-DD01	T/ORDER NO
			1	10B. DATED	(SEE ITEM)	3)
DDE 04164	FACILITY COD	E APPLIES TO AMENDMENTS OF SOL	X	20-Aug-1998		
The above numbered solicitation is amended as			CITA	is extended.	is not exten	
REJECTION OF YOUR OFFER. If by virtue of	of this amendment you desire to change to the solicitation and this amendme	IOR TO THE HOUR AND DATE SPECIFIED (e in offer already submitted, such change may be nt, and is received prior to the opening hour and	e made	by telegram or lette	r,	
See Schedule						l l
1771		O MODIFICATIONS OF CONTRACT.				
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CONTRACT ORDER NO. IN ITEM			5.151			1
appropriation date, etc.) SET F SUPPLEMENTAL AGREEME	ORTH IN ITEM 14, PURSUA NT IS ENTERED INTO PURS	TO REFLECT THE ADMINISTRATIVE INT TO THE AUTHORITY OF FAR 4: SUANT TO AUTHORITY OF:			changes in pa	iying
Mutual Agreement and FAR 52.232-2 D. OTHER (Specify type of modification						
IMPORTANT: Contractor is n	ot. X is required to sign	this document and return 1	cop	nies to the issuin	g office.	
DESCRIPTION OF AMENDMENT/MC	DDIFICATION (Organized by	UCF section headings, including solicits	ution/	contract subject	matter	
where feasible.) he purpose of this modification is to p	rovide incremental funding i	n the amount of \$145,000 for perform	mano	e of CLIN 0005	and \$4,912.	,000
or performance of CLIN 0013, and co-	rrect 8-9, Incentive Fee For	CLINs 0003/0004 and 8-14, Incentive	re Fe	e For CLINs 00	013/0014.	
Il other terms and conditions remain u	nchanged and in full force a	and effect.				
ue lo a Standard Procurement System	n defect, the date in block 1	0B of the SF30 may be inaccurate.	Tnat	date should be	30 Jan 98.	
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SECTION SF 30 BLOCK 14 CONTINUATION PAGE

The following items are applicable to this modification:

SECTION A - SOLICITATION/CONTRACT FORM MODIFICATION

WHEREAS, pursuant to the contract clause, "Limitation of Funds," the government elects to add an increment of funds to CLINs 0005/0006 and add an increment of funds to CLINs 0013/0014, and

WHEREAS, FAR 52.216-10, Incentive Fee, contains an error in the agreed to underrun language,

NOW, THEREFORE, the contract is hereby changed as described below.

- SECTION B SUPPLIES OR SERVICES AND PRICES/COSTS, is modified as follows:
- a. Paragraph B-9, Incentive Fee For CLINs 0003/0004, is modified to correct the written language shown in FAR 52.216-10, Incentive Fee to read as follows:

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

"(e) Fee Pavable. (1) The fee navable under this contract shall be the target fee increased by that the total allowable cost or decreased by that the total allowable cost exceeds the target cost. In no event shall the fee be greater than br less than fee to greater than br less than fee to greater than br less than fee to greater the fee to greater than br less than fee to greater the fee to greater than br less than fee to greater the written language shown in FAR 52.216-10, Incentive Fee to read as follows:

Paragraph (e)(1) is stated as follows:
"(e) Fee Payable. (1)

target fee increased by

Fee Payable. (1) The fee payable under this contract shall be the that the total allowable

(b)(4)

cost is less than the target cost or decreased by
that the total allowable cost exceeds the target cost. In no event shall the

fee be greater than ress than of the target cost."

- SECTION G CONTRACT ADMINISTRATION DATA, is modified as follows:
- a. Paragraph G-5, Accounting and Appropriation Data (CLINs 0005 and 0006), is modified to add the following:

ACRN:

BB

CUMULATIVE AMOUNT:

\$146,000

ACCT CLASS:

974 0400 1202 184 JT01 606051 65126J 600008 59233 25700

PRON: NMIPR049207063

ORDER NO:

NMIPR049207063

FUNDED AMT: \$146,000 (P00087)

b. Paragraph G-5, Accounting and Appropriation Data (CLINs 0013 and 0014), is modified to add the following:

ACRN:

AZ

CUMULATIVE AMOUNT:

\$18,912,000

ACCT CLASS:

214 2040 5Q 5Q17 P172419E55 255Y ER4D730100 S01021

ER4D730100/44KJLE/4K0000

ORDER NO:

ER4D730100-02 FUNDED AMT: \$4,912,000 (P00087)

c. Paragraph G-6, Implementation of and Explanation of the Relationship of the Limitation of funds (LOF) Clause to Fee Obligations (CLINs 0013 and 0014) is modified as follows:

CLINs 0013 and 0014:

		PRIOR	THIS MODIFICATION	CUMULATIVE TOTAL	
(1)	Amount Required for Full Funding, Including Fee(s):	\$ 41,047,110	-0-	\$ 41,047,110	
(2)	Amount Allotted under the LOF				() ()
	Clause for Payment of Target Costs:				(6)(4)
(3)	Amount Separately Obligated				(0)(
	for Payment for Target Fee:				•
(4)	Total Amount Allotted and Obligated:	\$ 25,366,000	\$ 4,912,000	\$ 30,278,000	
(5)	Net Amount Required for Full Funding:	\$ 15,681,110	(\$ 4,912,000)	\$ 10,769,110	
(6)	Estimated Period of Performance the Allotted Amount will cover:	31 May 04		30 Sep 04	
	•				

- 3. SECTION I CONTRACT CLAUSES: FAR 52.216-24, LIMITATION OF GOVERNMENT LIABILITY (APR 1984) is changed to read as follows:
- (a) In performing CLIN 0005/0006 of this contract, the Contractor is not authorized to make expenditures or incur obligations exceeding \$14,146,000 dollars.
- (b) The maximum amount for which the Government shall be liable for CLIN 0005/0006 if this contract is terminated is \$14,146,000 dollars.
- 4. The following page substitutions are hereby incorporated into the contract:

DELETE	ADD
DELETE	ADD

Page 5, Modification P00034	Page 5, Modification P00087
Page 7A, Modification P00084	Page 7A, Modification P00087
Page 13Bi, Modification P00085	Page 13Bi, Modification P00087
Page 13D, Modification P00085	Page 13D, Modification P00087
Page 15, Modification P00085	Page 15, Modification P00087
Page 21, Modification P00085	Page 21, Modification P00087
Page 22, Modification P00085	Page 22, Modification P00087

MODIFICATION P00087 TO CONTRACT DASG60-98-C-0001 PAGE 5 OF 49 PAGES PREVIOUS: MOD P00034

government/contractor) for the total allowable cost of CLINs 0001 and 0002 until the allowable cost equals \$437,946. Notwithstanding any other provision of the contract, the Government will reimburse the contractor 100% of the allowable cost of performance under CLINs 0001 and 0002 until the allowable cost equals \$437,946, at which point the contractor shall continue performance of the effort required by CLINs 0001 and 0002 at a share ration of 0/100 (government/contractor) until completion or until the contractor's share equals \$100,000 which ever occurs first. All costs in excess of the amount when the contractor's share equals

(b)(4)

B-9. INCENTIVE FEE FOR CLINs 0003/0004:

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

Target Cost Target Fee

Incentive Arrangement:

Maximum Fee - Minimum Fee -

(v)(4)

(Share Ratio: government/contractor)

Underrun: or the amount by which the total allowable cost is less than the target

Cost until maximum fee is attained.

(b)(4)

Overrun: or the amount by which the total allowable cost exceeds the target cost

Until minimum fcc is attained.

FAR 52.216-10 INCENTIVE FEE

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

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

(6)(4)

MODIFICATION P00087 TO CONTRACT DASG60-98-C-0001

PAGE 7A OF 49 PAGES PREVIOUS: MOD P00084 for the amount by which the total allowable cost exceeds the target Overrun: (b)(4)cost until minimum fee is attained. FAR 52.216-10 INCENTIVE FEE Paragraph (e)(1) is stated as follows: (e) Fee payable. (1) The fee payable under this contract shall be the target fee increased by ents for every dollar that the total allowable cost is less than the target cost or decreased by the ents for every dollar that the total allowable cost exceeds the target cost. In no event shall the fee be greater than or less than the target cost. B-15. ESTIMATED COST, FIXED FEE, AND TOTAL AMOUNT FOR CLINs 0015/0016: a. SUBCLIN 0015AA: (1) The estimated cost, exclusive of fixed fee for SUBCLIN 0015AA, is (b)(4) (2) The fixed fee for SUBCLIN 0015AA is (3) The total amount for SUBCLIN 0015AA is \$8,323,376. b. SUBCLIN 0015AB: (1) The estimated cost, exclusive of fixed fee for SUBCLIN 0015AB, is (2) The fixed fee for SUBCLIN 0015AB (3) The total amount for SUBCLIN 0015AB is \$250,378. B-16. LEVEL OF EFFORT (Applicable to CLINs 0015/0016): a. SUBCLIN 0015AA: (1) In the performance of this contract, the contractor shall provide direct productive person hours (DPPH) level of effort by labor category, as set forth below, within the time period as set forth in Section F hereof: DIRECT PRODUCTIVE **PERSON HOURS LABOR CATEGORY** LEVEL OF EFFORT

Engineering and Support

(b)(4)

(2) DPPH are defined as prime contractor, consultant, and subcontractor actual direct labor hours exclusive of vacation, holiday, sick leave, and other absences.

MODIFICATION P00087 TO CONTRACT DASG60-98-C-0001 PAGE 13Bi OF 49 PAGES PREVIOUS: MOD P00085

ACRN: AT

CUMULATIVE AMOUNT: \$8,960,000

ACCT CLASS: 213 2040 5Q 5Q17 P172419E55 255Y ER3D730200 S01021

ER3D730200/34KJLE/4K0000

ORDER NO: ER3D730200-01 FUNDED AMT: \$1,500,000 (P00070)

> FUNDED AMT: \$1,500,000 (P00071) ER3D730200-02 FUNDED AMT: \$1,500,000 (P00074) ER3D730200-03 FUNDED AMT: \$1,500,000 (P00077) ER3D730200-04

ER3D730200-05 FUNDED AMT: \$2,960,000 (P00079)

ACRN: AW

CUMULATIVE AMOUNT: \$100,000

ACCT CLASS: 973 0400 1202 183 JT01 606051 65126J 59241 525700

NMIPR039207

ORDER NO: NMIPR039207 FUNDED AMT: \$100,000 (P00079)

ACRN: AY

CUMULATIVE AMOUNT: \$3,000,000

ACCT CLASS: 214 2040 5Q 5Q17 P172419E55 255Y ER4D730000 S01021

ER4D730000/44KJLE/4K0000

ORDER NO: ER4D730000-01 FUNDED AMT: \$3,000,000 (P00085)

ACRN: BA

CUMULATIVE AMOUNT: \$14,000,000

ACCT CLASS: 214 2040 5Q 5Q17 P172419E55 255Y ER4D731500 S01021

ER4D731500/44KJLE/4K0000

ORDER NO: ER4D731500-01 FUNDED AMT: \$14,000,000 (P00086)

ACRN: BB

CUMULATIVE AMOUNT: \$146,000

ACCT CLASS: 974 0400 1202 184 JT01 606051 65126J 600008 59233 525700

PRON: NMIPR049207063

ORDER NO: NMIPR049207063 FUNDED AMT: \$146,000 (P00087)

CLIN 0009

(a) SUBCLIN 0009AA

ACRN:

CUMULATIVE AMOUNT: \$200,000

ACCT CLASS: 5703600 290 4750 674478 28060F 503000 F78100

AJ

REF: NACXXX00680104

NACXXX00680104-01 FUNDED AMT: \$200,000 (P00043) ORDER NO/PRON:

MODIFICATION P00087 TO CONTRACT DASG60-98-C-0001 **PAGE 13D OF 49 PAGES** PREVIOUS: MOD P00085

CLIN 0013

ACRN:

CUMULATIVE AMOUNT: \$7,970,000

ACCT CLASS:

213 2040 5Q 5Q17 P172419E55 255Y ER3D730000 S01021

ER3D730000/34KJLE/4K0000

ORDER NO:

ER3D730000-01 FUNDED AMT: \$ 775,000 (P00073) ER3D730000-02 FUNDED AMT: \$4,000,000 (P00073)

AU

ER3D730000-03 FUNDED AMT: \$1,000,000 (P00077)

ER3D730000-04

FUNDED AMT: \$2,195,000 (P00078)

ACRN: AX

CUMULATIVE AMOUNT: \$3,396,000

ACCT CLASS: 213 2040 5Q 5Q17 P172419E55 255Y ER3D740000 S01021

ER3D740000/34KJLF/4K0000

ORDER NO: ER3D740000-01 FUNDED AMT: \$3,396,000 (P00080)

ACRN: AZ

\$18,912,000 **CUMULATIVE AMOUNT:**

214 2040 5Q 5Q17 P172419E55 255Y ER4D730100 S01021 ACCT CLASS:

ER4D730100/44KJLE/4K0000

ORDER NO: ER4D730100-01 FUNDED AMT: \$14,000,000 (P00085)

ER4D730100-02 FUNDED AMT: \$ 4,912,000 (P00087)

MODIFICATION P00087 TO CONTRACT DASG60-98-C-0001
PAGE 15 OF 49 PAGES
PREVIOUS: MOD P00085

d.	CI	INC	$\Delta \Delta I$	1 and	$\Delta \Delta 1$	12
a.	V.L	LINS	w	i and	VV.	٤.

(1)	Amount Required for Full Funding, Including Fee(s):	\$ <u>41,5</u>	58,000*
(2)	Amount Allotted Under the LOF Clause for Payment of Costs:	\$	-()-
(3)	Amount Separately Obligated for Payment of Fec:	\$	-()-
(4)	Total Amount Allotted and Obligated:	\$	-0-
(5)	Net Amount Required for Full Funding:	\$ <u>41,5</u>	58,000*

(6) Estimated Period of Performance the Allotted Amount Will Cover:

*NOT-TO-EXCEED (NTE)

g. CLINs 0013 and 0014:

(1) Amount Required for Full Funding, Including Fee(s):	\$41,047,110	
(2) Amount Allotted Under the LOF Clause for Payment of Costs:		1
(3) Amount Separately Obligated for Payment of Target Fee:		(b)(4
(4) Total Amount Allotted and Obligated:	\$ <u>30,278,000</u>	
(5) Net Amount Required for Full Funding:	\$ <u>10,769,110</u>	
(6) Estimated Period of Performance the Allotted Amount Will Cover:	30 Sep 04	

h. CLINs 0015 and 0016:

SUBCLIN 00015AA:

(1)	Amount Required for Full Funding, Including Fee(s):	\$ <u>8,32</u>	3,376
(2)	Amount Allotted Under the LOF Clause for Payment of Costs:	\$	-0-
(3)	Amount Separately Obligated for Payment of Fee:	\$	-0-
(4)	Total Amount Allotted and Obligated:	\$	-()-
(5)	Net Amount Required for Full Funding:	\$ 8,32	3,376

(6) Estimated Period of Performance the Allotted Amount Will Cover:

NOMENCLATURE

for CLIN 0013.

H-9.

MODIFICATION P00087 TO CONTRACT DASG60-98-C-0001 PAGE 21 OF 49 PAGES PREVIOUS: MOD P00085

QUANTITY

AUTHORIZED AS GFP

H-8. GOVERNMENT-FURNISHED FUELS PROVIDED THROUGH SAN ANTONIO AIR LOGISTICS CENTER (SA-ALC), KELLY AIR FORCE BASE: Fuels as identified below will be provided through SA-ALC, Kelly Air Force Base, in accordance with the clause of this contract entitled Government Property (Cost-Reimbursement, Time and Material, or Labor-Hour Contracts). From time to time the contractor may order with the supplier for partial deliveries of fuel. To assist the Contracting Officer in maintaining accountability of total orders, the contractor shall notify the Contracting Officer when fuels ordered exceed 85 percent of the amount specified below. This is requested for each fuels type listed. The contractor will be financially responsible for orders for fuels in excess of the amount stipulated below:

UNIT OF

ISSUE

DESIGN SENSITIVITY TO COST (COST AS AN INDEPENDENT VARIABLE): The

contractor may propose changes to the proposed design conforming to cost as an independent variable (CAIV). Those changes which do not alter the Aerostat Performance Specification (APS) may be implemented by the contractor 10 working days after notice of intent specifying the changes is provided to the government. Changes which alter the APS by reducing the requirements may only be undertaken without an equitable reduction in the estimated cost and schedule of the contract if the contractor demonstrates 1) a comparable gain in other performance requirements, 2) such changes are acceptable to

NATIONAL STOCK

NO. (NSN)

however, shall the contractor propose to reduce or alter the requirements of paragraph A.2 of Appendix A of the APS.	
H-10. INCREMENTAL FUNDING OF THE CONTRACT:	
a. It is expected that allotments within each fiscal year will be made on an incremental basis in accordance with the LIMITATION OF FUNDS clause.	
b. Pursuant to the Limitation of Funds clause, the sum of is presently allotted to CLIN 0001 and available for payment to cover the work to be performed hereunder until 30 Sep 99. The amount of is obligated for Potential Fee for a total amount of for CLIN 0001.	(b)(4)
c. Pursuant to the LIMITATION OF FUNDS clause, the sum of is presently allotted to CLIN 0003 and available for payment to cover the work to be performed hereunder until 31 Dec 03. The amount of is obligated for Potential Fee (if applicable), for a total amount of for CLIN 0003.	(b)(4)
Pursuant to the LIMITATION OF FUNDS clause, the sum of is presently allotted to CLIN 0013 and available for payment to cover the work to be performed hereunder until 30 Sep 04. The amount of is obligated for Potential Fee (if applicable), for a total amount of	(b)(4)

MODIFICATION P00087 TO CONTRACT DASG60-98-C-0001 PAGE 22 OF 49 PAGES PREVIOUS: MOD P00085

It is anticipated that funds will be allotted and obligated (combined amounts for Cost and Potential Fee) as follows:

	PLANNED DATE OF FUNDING	AMOUNT	CUMULATIVE	
		(In Millions)		
CLIN 0001	Current Obligations (Jun 99)		\$440,100	
CLIN 0003	Current Obligations (Oct 99)	16 2000	\$31,431,222	
	FY 00	16.0000		
	FY 01 FY 02	17.5000 20.0650		
	FY 03	20.0650		
	FY 04	20.0650		
	FY 05	20.040254		
CLIN 0005 (OPTION I)	TBD	TBD		
CLIN 0007 (OPTION II)	TBD	TBD		
CLIN 0009 (OPTION III)	TBD	TBD		
CLIN 0011 (OPTION IV)	TBD	TBD		
CLIN 0013	Current Obligations (Jan 04) FY 05	\$10,769,110	\$30,278,000	
CLIN 0015	TBD	TBD		

- c. The Government may unilaterally change planned allotments. Such changes in planned allotments will not in and of themselves entitle the contractor to an equitable adjustment under this contract. However, any equitable adjustment which is required will be settled in accordance with the CHANGES clause of the contract. If the contractor incurs costs at a pace which exceeds the foregoing allotment schedule then the contractor shall not be entitled to an increase in the potential award fee unless and to the extent that the accelerated spending is caused by a change to the contract independently changing the work.
- d. Nothing herein shall be interpreted as creating an obligation in advance of an appropriation or allotment.
- e. At any time the contractor determines that the next planned allotment or any succeeding allotment will not be sufficient, the contractor shall notify the Contracting Officer in writing. In accordance with the LIMITATION OF FUNDS clause, this notice is required 30 days prior to the end of the then current funding period. (This notice is in addition to the notice required by paragraph (c) of the LIMITATION OF FUNDS clause.)

AMENDMENT OF SOL	LICITATION/MODI	FICATION OF CONTRACT	1	CTID CODE	PAGE OF PAGES
AMENDMENT/MODIFICATION NO	3 EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO			NO.(H applicable)
200088	10-Feb-2004				
'Y	TODE W9113M	7 ADMINISTERED BY (If other than item 6)		CODE NON	
PACE E MISSUE DEFENSE COMMA	ND	DCM TYNGSBORO PO BOX 868			
	(b)(6)	TYNGSBORO MA 01879			
CINTSVILLE AL 35807-3803	(5)(5)	1			
		1	IOA AMENIO	MENT OF SOI	ICITATION NO.
NAME AND ADDRESS OF CONTRA RAYTHEON COMPANY	CTOR (No., Street, County, S	tale and Zip Code)	JA. ANICHE	MICH OF SOL	LICITATION NO.
180 HARTWELL ROAD BEDFORD MA 01730 8000			9B DATED	(SEE ITEM 11)	
DESCRIPTION OF SECOND					
			X DASG60-98	OF CONTRACT I-C-0001	YORDER NO
			108. DATED	(SEE ITEM)	3)
DE 04164	FACILITY COL	DE	X 20-Aug-199	8	
	11. THIS ITEM ONLY	APPLIES TO AMENDMENTS OF SOLIC	ITATIONS		
The above numbered solicitation is amended as	set forth in Item 14. The hour and de	te specified for receipt of Offer	is extended,	is not exten	đ e d.
Offer must acknowledge receipt of this amends		ed in the solicitation or as amended by one of the fo			
(a) Hy completing Items 8 and 15, and returning		nr; (b) By acknowledging receipt of this amendment			
		i amendment numbers. FAILURE OF YOUR ACK NOR TO THE HOUR AND DATE SPECIFIED MA		Jec	
		ge an offer already submitted, such change may be r		Ter.	
		ent, and is received prior to the opening hour and da	e specified		
ACCOUNTING AND APPROPRIATION	ON DATA (If required)				
		O MODIFICATIONS OF CONTRACTS/ CT/ORDER NO. AS DESCRIBED IN ITE			
The second secon		ithority) THE CHANGES SET FORTH IN		ADE IN THE	
CONTRACT ORDER NO. IN FIEM					
THE ADOLES HE WOODED CONTROL	ACTORDER IS MODIFIED	TO DESIGNET THE ADMINISTRATION	OMANGES ()		
		TO REFLECT THE ADMINISTRATIVE : ANT TO THE AUTHORITY OF FAR 43.1		as changes in pa	ying
C THIS SUPPLEMENTAL AGREEME		The state of the s	·····		
Mir' - ' Agreement					
₹ (Specify type of modification	and authority)				
MPORTANT: Contractor is r	not, X is required to sig	n this document and return 1	copies to the issui	on office	
DESCRIPTION OF AMENDMENT/MI where feasible.)	ODIFICATION (Organized by	UCF section headings, including solicitati	on/contract subject	t matter	
	hange the namative descrip	tion of CLIN 0005 contained in Modific	ation P00086.		
0		- 4 - 4			
other terms and conditions remain i	unchanged and in full force :	апо епест.			
ie to a Slandard Procurement System	n defect, the date in block 1	08 of the SF30 may be inaccurate. Th	at date should be	e 30 Jan 98.	j
·		·			
					I
					1
					1
pt as provided herein, all terms and conditions of	the document referenced in Item 9A (or 10A, as heretofore changed, remains unchanged a	nd in full force and eff	ect.	
NAME AND TITLE OF SIGNER (Type		16A NAME AND TITLE OF CONT	RACTING OFFI	ER /Twee or pr	int) (b)(6)
	(b)(6)	TEL			(b)(6)
	C. DATE SIGNED	168			DATE SIGNED
	C. DATE HOMED			BC	DATE AND VEG
	2/10/04	BY		2	111/100 T
E MON TO SF 30		0.105.04		ANDARD FOR	11/07
ROVED BY OIRM 11-84	,	0-105-04		ANDARD FIDE escribed by GS/	
		▼		IR (48 CFR) 53.	
		\circ			
		000969			

The following items are applicable to this modification:

SECTION A - SOLICITATION/CONTRACT FORM MODIFICATION

1. Change Order Modification P00086, paragraph 1, SECTION B- SUPPLIES OR SERVICES AND PRICES/COSTS: Paragraph B-1. Contract Line Item Number (CLIN) 0005 is changed to read as follows:

CLIN	SUPPLIES OR SERVICES	QUANTITY	UNIT	AMOUNT
0005	JLENS - Statement of Work SW-JLENS-16-97, dated 21 Oct 03, Rev 6, titled JLENS Program, incorporated herein and attached as set forth in Part III, Section J, hereof. Paragraphs 1.1, 1.2, 1.3, 2.1, 2.2, 2.3, 2.4, 2.5, 2.6, 2.6.2, 2.6.3, 2.9, 3.1, 3.2, 3.3, 3.4, 3.5.1, 3.5.2, 3.5.3, 3.5.4, 3.5.5, 3.5.6, 3.5.7, 3.5.8, 3.6, 3.7, 3.8, 3.9, 3.9.1, 3.9.2, 3.10.1, 3.10.1.1,	QUANTITY	Task	\$894,000,000 NTE*
	3.10.1.2, 4.1, 4.2, 5.1, 5.2, 5.3, 5.4, 5.5, 5.6, 6.1, 6.1.1, 6.1.2, 6.2, 6.3, 6.4, and 7.0 in said SOW.			

^{*}Not-to-Exceed (NTE) subject to downward negotiations only.

All amounts, except CLINs 0001, 0002, 0009, and 0010, are subject to an equitable adjustment in accordance with the changes clause.

2. Slipsheet pages to the contract will be provided upon definitization of the change order (modification P00086).

^{**}TBD - To Be Determined upon submission of the contractor's proposal.

AMENDMENT OF SOLICI	TATION/MODIE	TCATION OF CONTRACT	I. CONTRACT	LD CODE	PAGE OF	PAGES
AND THE PROPERTY OF SOCIETY	TATIONWOODI	TEATION OF CONTRACT	V		1	2
2. AMENDMENT/MODIFICATION NO.	3. REFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.		5 PROJECT	NO (If applica	blet
P00089	25-Feb-2004					
6 Y CODE	W9113M	7. ADMINISTERED BY (If other than item 6) DCM TYNGSBORO	00	DE NON	<u> </u>	
SPACE A MISSILE DEFENSE COMMAND . HUNTSVILLE AL 35607-3801		PO BOX 685 TYNGSBORO MA 01879			(b)(6)	
8. NAME AND ADDRESS OF CONTRACTOR	(No. Street County State	e and Zin Code)	9A. AMENDMI	ENT OF SOL	ICITATION	J NO.
RAYTHEON COMPANY 180 HARTWELL ROAD BEDFORD MA 01730-0000	(110., 0200, 0000), 000	- Land College	9B. DATED (SE	EE ITEM 11)		
			X 10A. MOD. OF DASG60-98-C	CONTRACT	ORDER N	O.
			10B. DATED (SEE ITEM 13	3)	
CODE 04164	FACILITY COL)E	X 20-Aug-1998			
	11. THIS ITEM ONLY	APPLIES TO AMENDMENTS OF SOLICIT	ATIONS			
The shove numbered solicitation is amended as set forth	in Item 14. The hour and date	specified for receipt of Offer	is extended,	is not excited	nded.	
(a) By completing Items 8 and 15, and returning or (o) By separate letter or telegram which includes a re RECEIVED AT THE PLACE DESIGNATED FOR TH REJECTION OF YOUR OFFER. If by virtue of this am provided each telegram or letter makes reference to the	ference to the solicitation and a ERECEIPT OF OFFERS PRICE conducent you desire to change solicitation and this amendment	OR TO THE HOUR AND DATE SPECIFIED MAY RE- an offer already submitted, such change may be made b	LEDOMENT TO BE SULT IN y telegram or letter,	banittod;		
12. ACCOUNTING AND APPROPRIATION DA See Schedule	TA (If required)					
	FTEM ADDITES ONT V	TO MODIFICATIONS OF CONTRACTS/OI	DDEDS			
		CT/ORDER NO. AS DESCRIBED IN ITEM				
A. THIS CHANGE ORDER IS ISSUED PURS CONTRACT ORDER NO. IN ITEM 10A.	UANT TO: (Specify auth	ority) THE CHANGES SET FORTH IN ITE	M 14 ARE MADE D	n the		
P TE ABOVE NUMBERED CONTRACT/C e, appropriation date, etc.) SET FORTH		O REFLECT THE ADMINISTRATIVE CHA T TO THE AUTHORITY OF FAR 43.103(B		nges in paying	<u> </u>	
S SUPPLEMENTAL AGREEMENT IS	ENTERED INTO PURS	UANT TO AUTHORITY OF:				
D. OTHER (Specify type of modification and au IAW 52.232-22, Limitation of Funds	thority)					
E. IMPORTANT: Contractor X is not,	is required to sign	this document and return	copies to the issuing	office.		
14. DESCRIPTION OF AMENDMENT/MODIFIC where feasible.) The purpose of this modification is to provide it						
All other terms and conditions remain unchang	ged and in full force and	effect.				
Due to a Standard Procurement System defec	t, the date in block 10B	of the SF30 may be inaccurate. That date	should be 30 Jan 9	98.		
Except as provided herein, all terms and conditions of the doc				D /T	ine)	
LSA. NAME AND TITLE OF SIGNER (Type or pr	wi)	IGA NAME AND TITLE OF CONTR	AL LINE OFFICE	S. E. I. STOPE OF DE		(b)(6)
5B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	4		C. DATE SI	GNED
	_	BY		[]	<u> </u>	. h
(Signature of person authorized to sign)		(Signature of Contracting Officer				1

EXCEPTION TO SF 30 AP** VED BY OIRM 11-84

30-105-04

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

The following items are applicable to this modification:

SECTION A - SOLICITATION/CONTRACT FORM MODIFICATION

WHEREAS, pursuant to the contract clause, "Limitation of Funds," the government elects to add an increment of funds to CLINs 0005/0006,

NOW, THEREFORE, the contract is hereby changed as described below.

- 1. SECTION G CONTRACT ADMINISTRATION DATA, is modified as follows:
- a. ACRNs BA and BB were inaccurately listed under CLIN 0003 on replacement page 13Bi of modification P00087. These ACRNs should be listed under CLIN 0005. Replacement page 13Bi of the contract is changed accordingly.
- b. Paragraph G-5, Accounting and Appropriation Data (CLINs 0005 and 0006), is modified to add the following:

ACRN:

BC

CUM AMOUNT:

\$72,000

ACCT CLASS:

974 0400 1202 184 JT01 606051 65126J 600008 59233 525700

PRON: NMIPR049207127

ORDER NO:

NMIPR049207127-01 FUNDED AMT: \$72,000 (P00089)

- 2. SECTION I CONTRACT CLAUSES: FAR 52.216-24, LIMITATION OF GOVERNMENT LIABILITY (APR 1984) is changed to read as follows:
- (a) In performing CLIN 0005/0006 of this contract, the Contractor is not authorized to make expenditures or incur obligations exceeding \$14,218,000 dollars.
- (b) The maximum amount for which the Government shall be liable for CLIN 0005/0006 if this contract is terminated is \$14,218,000 dollars.
- 3. The Contracting Office DODAAC has changed from W31RPD to W9113M. Replacement page 1 of the contract is changed accordingly.
- 4. The following page substitutions are hereby incorporated into the contract:

DELETE

ADD

Page 1, Modification P00084 Page 13Bi, Modification P00087 Page 1, Modification P00089
Page 13Bi, Modification P00089
Page 13Bii, Modification P00089

(b)(b)

	ARD/CONTRACT	United	4 0040 (10		_	DO-A2	744 COLUMN 100	1 1 19
ONTAKET JAME	Dage. Address.) of the	1	THE DATE		1.			T RE.
DASG60-6	NE-C-0001	W9113M	Jan 30	Υ		MO.: ERBOTA		
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MODIFICATION P00089 TO CONTRACT DASG60-98-C-0001 PAGE 13Bi OF 49 PAGES PREVIOUS: MOD P00087

ACRN: AT

CUMULATIVE AMOUNT: \$8,960,000

ACCT CLASS: 213 2040 5Q 5Q17 P172419E55 255Y ER3D730200 S01021

ER3D730200/34KJLE/4K0000

ORDER NO: ER3D730200-01 FUNDED AMT: \$1,500,000 (P00070)

ER3D730200-02 FUNDED AMT: \$1,500,000 (P00071) ER3D730200-03 FUNDED AMT: \$1,500,000 (P00074) ER3D730200-04 FUNDED AMT: \$1,500,000 (P00077)

ER3D730200-05 FUNDED AMT: \$2,960,000 (P00079)

ACRN: AW

CUMULATIVE AMOUNT: \$100,000

ACCT CLASS: 973 0400 1202 183 JT01 606051 65126J 59241 525700

NMIPR039207

ORDER NO: NMIPR039207 FUNDED AMT: \$100,000 (P00079)

ACRN: AY

CUMULATIVE AMOUNT: \$3,000,000

ACCT CLASS: 214 2040 5Q 5Q17 P172419E55 255Y ER4D730000 S01021

ER4D730000/44KJLE/4K0000

ORDER NO: ER4D730000-01 FUNDED AMT: \$3,000,000 (P00085)

CLIN 0005

ACRN: BA

CUMULATIVE AMOUNT: \$14,000,000

ACCT CLASS: 214 2040 5Q 5Q17 P172419E55 255Y ER4D731500 S01021

ER4D731500/44KJLE/4K0000

ORDER NO: ER4D731500-01 FUNDED AMT: \$14,000,000 (P00086)

ACRN: BB

CUMULATIVE AMOUNT: \$146,000

CUMULATIVE AMOUNT: \$146,000

ACCT CLASS: 974 0400 1202 184 JT01 606051 65126J 600008 59233 525700

PRON: NMIPR049207063

ORDER NO: NMIPR049207063 FUNDED AMT: \$146,000 (P00087)

ACRN: BC

CUMULATIVE AMOUNT: \$72,000

ACCT CLASS: 974 0400 1202 184 JT01 606051 65126J 600008 59233 525700

PRON: NMIPR049207127

ORDER NO: NMIPR049207127-01 FUNDED AMT: \$72,000 (P00089)

MODIFICATION P00089 TO CONTRACT DASG60-98-C-0001 PAGE 13Bii OF 49 PAGES ADDED: MOD P00089

CLIN 0009

(a) SUBCLIN 0009AA

ACRN: AJ

CUMULATIVE AMOUNT: \$200,000

ACCT CLASS: 5703600 290 4750 674478 28060F 503000 F78100

REF: NACXXX00680104

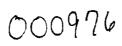
ORDER NO/PRON: NACXXX00680104-01 FUNDED AMT: \$200,000 (P00043)

AMENDMENT OF COLICIE	1 CONTRACTI	I CONTRACT ID CODE				
AMENDMENT OF SOLICITA	ATION/MODIF	ICATION OF CONTRACT	v		1	2
2 AMENDMENT/MODIFICATION NO	3 EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ NO		5. PROJECT N	O (If applicable)	
P00090	11-Mar-2004					
6 " BY CODE	W9113M	7 ADMINISTERED BY (If other than item 6)	cor	E NONE	$\sqrt{\gamma}$	
SPACE & MISSUE DEFENSE COMMAND		DCM TYNGSBORO PO BOX 688		***************************************	(h)/	U
		TYNGSBORO MA 01879			(0)	-5
PO BOX 1500 HUNTSVILLE AL 35807-3801						
	····					
8. NAME AND ADDRESS OF CONTRACTOR (N. RAYTHEON COMPANY	o., Street, County, State	and Zip Code)	9A. AMENDME	NT OF SOLIC	CITATION NO).
180 HARTWELL ROAD BEDFORD MA 01730-0000			9B. DATED (SE	E ITEM 11)		
SEDI OND WIN DIFFOUND			`			
			X 10A MOD OF C	CONTRACT/C	ORDER NO.	
			10B. DATED (S			
CODE 04164	FACILITY CODI	2	X 20-Aug-1998	ice Theorem		
		PPLIES TO AMENDMENTS OF SOLIC				
The above numbered solicitation is amended as set forth in l			is extended,	is not extende	ed.	
Offer must acknowledge receipt of this amendment prior to		-	L) L			
(a) By completing Items 8 and 15, and returning		(h) By asknowledging receipt of this amendment of		mutted;		
or (c) By separate letter or telegram which includes a refere RECEIVED AT THE PLACE DESIGNATED FOR THE RE						
REJECTION OF YOUR OFFER. If by virtue of this amend						
provided each telegram or letter makes reference to the soli						
12. ACCOUNTING AND APPROPRIATION DATA	(If required)					
See Schedule						
		O MODIFICATIONS OF CONTRACTS/ CT/ORDER NO. AS DESCRIBED IN ITE				
A. THIS CHANGE ORDER IS ISSUED PURSUA CONTRACT ORDER NO. IN ITEM 10A.	NT TO: (Specify autho	rity) THE CHANGES SET FORTH IN IT	EM 14 ARE MADE IN	1 THE		
CONTROL GROWING, IN TIBER 1012						
B. THE ABOVE NUMBERED CONTRACT/ORL				ges in paying		
SUPPLEMENTAL AGREEMENT IS EN			(B).			
	TERED ATTO TORSO	AUTO ACTION TO				
X D. OTHER (Specify type of modification and author	rity)					
IAW 52.232-22, Limitation of Funds					· · · · · · · · · · · · · · · · · · ·	
E. IMPORTANT: Contractor X is not,	is required to sign	this document and return	copies to the issuing o	ffice.		
14. DESCRIPTION OF AMENDMENT/MODIFICA	FION (Organized by U	CF section headings, including solicitation/	contract subject matter			
where feasible.) The purpose of this modification is to provide incr	emental funding in the	amount of \$6,500,000 for performance	e of CLIN 0005.			
All other terms and conditions remain unchanged	and in full force and e	effect.				
Due to a Standard Procurement System defect, the	ne date in block 10B o	f the SF30 may be inaccurate. That da	te should be 30 Jan 9	8 .	j	
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Except as provided herein, all terms and conditions of the docume						
15A. NAME AND TITLE OF SIGNER (Type or print)	164 NAME AND TITLE OF COM	LKACUNG OFFICER	(Type or orin)		
					(b)((6)
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B UNITED STATES OF AMERI	CA	16C.	DATE SIGNI	Ē D
					Mar 2004	
(Signature of nerven authorized to sign)		(Signature of Contracting Office		11-	-Mar-2004	

(Signature of person authorized to sign)
EXCEPTION TO SF 30
APPROVED BY OIRM 11-84

30-105-04

STANDARD FORM 30 (Rev. 10-83) Prescribed by GSA FAR (48 CFR) 53 243



The following items are applicable to this modification:

SECTION A - SOLICITATION/CONTRACT FORM MODIFICATION

WHEREAS, pursuant to the contract clause, "Limitation of Funds," the government elects to add an increment of funds to CLINs 0005/0006,

NOW, THEREFORE, the contract is hereby changed as described below.

1. SECTION G - CONTRACT ADMINISTRATION DATA, is modified as follows:

Paragraph G-5, Accounting and Appropriation Data (CLINs 0005 and 0006), is modified to add the following:

ACRN: BA

CUMULATIVE AMOUNT: \$20,500,000

ACCT CLASS: 214 2040 5Q 5Q17 P172419E55 255Y ER4D731500 S01021

ER4D731500/44KJLE/4K0000

ORDER NO: ER4D731500-02 FUNDED AMT: \$6,500,000 (P00090)

- 2. SECTION I CONTRACT CLAUSES: FAR 52.216-24, LIMITATION OF GOVERNMENT LIABILITY (APR 1984) is changed to read as follows:
- (a) In performing CLIN 0005/0006 of this contract, the Contractor is not authorized to make expenditures or incur obligations exceeding \$20,718,000 dollars.
- (b) The maximum amount for which the Government shall be liable for CLIN 0005/0006 if this contract is terminated is \$20,718,000 dollars.
- 3. The following page substitutions are hereby incorporated into the contract:

DELETE ADD

Page 13Bi, Modification P00089 Page 13Bi, Modification P00090

MODIFICATION P00090 TO CONTRACT DASG60-98-C-0001 PAGE 13Bi OF 49 PAGES PREVIOUS: MOD P00087

ACRN: AT

CUMULATIVE AMOUNT: \$8,960,000

ACCT CLASS: 213 2040 50 5017 P172419E55 255Y ER3D730200 S01021

ER3D730200/34KJLE/4K0000

ORDER NO: ER3D730200-01 FUNDED AMT: \$1,500,000 (P00070)

ER3D730200-02 FUNDED AMT: \$1,500,000 (P00071) ER3D730200-04 FUNDED AMT: \$1,500,000 (P00074) ER3D730200-05 FUNDED AMT: \$1,500,000 (P00077) ER3D730200-05 FUNDED AMT: \$2,960,000 (P00079)

ACRN:

CUMULATIVE AMOUNT: \$100,000

ACCT CLASS: 973 0400 1202 183 JT01 606051 65126J 59241 525700

NMIPR039207

AW

ORDER NO: NMIPR039207 FUNDED AMT: \$100,000 (P00079)

ACRN: AY

CUMULATIVE AMOUNT: \$3,000,000

ACCT CLASS: 214 2040 5Q 5Q17 P172419E55 255Y ER4D730000 S01021

ER4D730000/44KJLE/4K0000

ORDER NO: ER4D730000-01 FUNDED AMT: \$3,000,000 (P00085)

CLIN 0005

ACRN: BA

CUMULATIVE AMOUNT: \$20,500,000

ACCT CLASS: 214 2040 5Q 5Q17 P172419E55 255Y ER4D731500 S01021

ER4D731500/44KJLE/4K0000

ORDER NO: ER4D731500-01 FUNDED AMT: \$14,000,000 (P00086)

ER4D731500-02 FUNDED AMT: \$ 6,500,000 (P00090)

ACRN: BB

CUMULATIVE AMOUNT: \$146,000

ACCT CLASS: 974 0400 1202 184 JT01 606051 65126J 600008 59233 525700

PRON: NMIPR049207063

ORDER NO: NMIPR049207063 FUNDED AMT: \$146,000 (P00087)

ACRN: BC

CUMULATIVE AMOUNT: \$72,000

ACCT CLASS: 974 0400 1202 184 JT01 606051 65126J 600008 59233 525700

PRON: NMIPR049207127

ORDER NO: NMIPR049207127-01 FUNDED AMT: \$72,000 (P00089)

AMENDMENT OF SOLI	CITATION/MODII	FICATION OF CONTRACT		1 CONTRACT	ID CODE	PAGE OF PAG	ES.
AMENDIVIENT OF SOLIO	CITATION/MODII	TICATION OF CONTRACT		V		1 2	2
AMENDMENT/MODIFICATION % 0.	3 SFFECTIVE DATE	4 REQUISITION/PURCHASE REQ NO			5 PROJECT	NO (If applicable)	
200091	07-May-2004	7. ADMINISTERED BY (If other than stem 6)	_	col	TNON		
Y COD PACE A MISSILE DEFENSE COMMAND	Tro Tro	OCM TYNGSBORO		CO	NON	-	_
(b)(6)		PO BOX 586 TYNGSBORO MA 01879					
NAME AND ADDRESS OF CONTRACT	'OR (No., Street, County, St.	ate and Zip Code)	Г	9A AMENDMI	NT OF SOL	ICITATION NO)
RAYTHEON COMPANY 180 HARTWELL ROAD			-	9B DATED (SE	E ITEM 11)		
BEDFORD MA 01730-0000			_			MARKET NO	
			×	10A MOD OF DASG60-98-C	-0001	TORDER NO.	
			x	10B. DATED (3 20-Aug-1998	SEE ITEM 1.	3)	
ODE 04164	11. THIS ITEM ONLY	DE APPLIES TO AMENDMENTS OF SOLIC		-			_
The above numbered solucitation is amended as set	forth in Item 14. The hour and d	ate specified for receipt of Offer		is extended.	u not exten	ded	
(a) By completing flems 8 and 15, and returning or (c) By separate letter or relegram which include RECEIVED AT THE PLACE DESIGNATED FOR REJECTION OF YOUR OFFER. If by virtue of the provided each telegram or letter makes reference to	e a reference to the solicitation and R THE RECEIPT OF OFFERS PR in amendment you desire to chang the solicitation and this amendment	LIOR TO THE HOUR AND DATE SPECIFIED MA be an offer already submitted, such change may be s	ONOV CY RU	VLEDUMENT TO BI ESULT IN by telegram or letter.			
ACCOUNTING AND APPROPRIATION See Schedule	DATA (If required)						
	S ITEM APPLIES ONLY T	O MODIFICATIONS OF CONTRACTS	ORJ	DERS.			-
A. THIS CHANGE ORDER IS ISSUED PL	JRSUANT TO: (Specify au	CT/ORDER NO. AS DESCRIBED IN ITE thority) THE CHANGES SET FORTH IN	-		E IN THE		-
CONTRACT ORDER NO. IN ITEM 10	A.						
THIS SUPPLEMENTAL AGREEMENT D. C Specify type of modification and	'IS ENTERED INTO PURS d authority)	NT TO THE AUTHORITY OF FAR 43.1 SUANT TO AUTHORITY OF:	03(1	9).			
AW .2-22, Limitiation of Funds and			_				_
MPORTANT: Contractor is not,	E) , 2	this document and return 1		ies to the issuing o	Charles II		
DESCRIPTION OF AMENDMENT/MOD where feasible.) e purpose of this modification is to effect Provide incremental funding in the amount Replace Contract Data Requirements Li	t the following changes: unt of \$85,000 for perform ist Data Item No. A011, So	ance of CLIN 0005, and oftware Development Plan.	, Co.	oral subject that			
other terms and conditions remain uncha	anged and in full force and	i effect.					
to a Standard Procurement System de	fect, the date in block 10B	of the SF30 may be inaccurate. That of	date	should be 30 Ja	n 98.		
	72						
to provided herein, all terms and conditions of the			and i	n full force and effect			
NAME AND TITLE OF SIGNER (Type o	(b)(6)	16A NAME AND THE CONTROL			E pr pr	unt) (b)(6)	
DESCRIPTION OF THE PROPERTY OF	(0)(0)	TEL					
	C DATE SIGNED	16B.			6C.	DATE SIGNED	/1-
	7 May 200	4 BY			MA MA	y - 7 2004	(D
OVED BY ORM 11-84	30	0-105-04	17	Prescr	DARD FOR ibed by GSA 48 CFR) 53.		3)
		2-2					
		000979					

The following items are applicable to this modification:

SECTION A - SOLICITATION/CONTRACT FORM MODIFICATION

WHEREAS, pursuant to the contract clause, "Limitation of Funds," the government elects to add an increment of funds to CLINs 0005/0006,

NOW, THEREFORE, the contract is hereby changed as described below.

1. SECTION G - CONTRACT ADMINISTRATION DATA, is modified as follows:

Paragraph G-5, Accounting and Appropriation Data (CLINs 0005 and 0006), is modified to add the following:

ACRN:

BD

CUMULATIVE AMOUNT:

\$85,000 21 4 2040 0000 5Q-5Q07 P643327S3200 S01021

ACCT CLASS:

44N005/4N41JS254N/4N0000

ORDER NO:

4N41JS254N FUNDED AMT: \$85,000 (P00091)

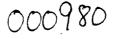
- 2. SECTION I CONTRACT CLAUSES: FAR 52.216-24, LIMITATION OF GOVERNMENT LIABILITY (APR 1984) is changed to read as follows:
- (a) In performing CLIN 0005/0006 of this contract, the Contractor is not authorized to make expenditures or incur obligations exceeding \$20,803,000 dollars.
- (b) The maximum amount for which the Government shall be liable for CLIN 0005/0006 if this contract is terminated is \$20,803,000 dollars.
- 3. Modification P00086, Contract Data Requirements List (DD Form 1423), Data Item No. A011 Software Development Plan, dated 17 Oct 03, is hereby deleted and replaced with the attached Data Item No. A011, Software Development Plan, dated 5 May 2004.
- 4. The following page substitutions are hereby incorporated into the contract:

DELETE

ADD

Page 13Bii, Modification P00089

Page 13Bii, Modification P00091



MODIFICATION P00091 TO CONTRACT DASG60-98-C-0001 PAGE 13Bii OF 49 PAGES PREVIOUS: MOD P00089

ACRN:

BD

CUMULATIVE AMOUNT:

\$85,000

ACCT CLASS:

21 4 2040 0000 5Q-5Q07 P643327S3200 S01021

44N005/4N41JS254N/4N0000

ORDER NO:

4N41JS254N FUNDED AMT: \$85,000 (P00091)

CLIN 0009

(a) SUBCLIN 0009AA

ACRN:

AJ

CUMULATIVE AMOUNT:

\$200,000

ACCT CLASS:

5703600 290 4750 674478 28060F 503000 F78100

REF: NACXXX00680104

ORDER NO/PRON:

NACXXX00680104-01 FUNDED AMT: \$200,000 (P00043)

PREVIOUS FOITION MAY BE USED

Panell

DD FORM 1423-1 FFR 2001

DASG60-98-C-0001 Modification P00091

AMENDMENT OF SOLI	CITATION/MODIF	TCATION OF CONTRACT	V	ID CODE	PAGE OF	
AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4 REQUISITION/PURCHASE REQ. NO.		5 PROJECT I	IO (Teamslice)	2 ble)
200092	24-May-2004	ALQUISITION FORCHASE REQ. NO.) Institute (>./ee approse	-(3)
. λ _θ λ. (Σ		7. ADMINISTERED BY (if other than item 6)	co	DE NONE		
CONTRACTOR OF THE COMMAND (b)(6)	DOM TYNGSBORO PO BOX 688 TYNGSBORO MA 01879		Canada		
NAME AND ADDRESS OF CONTRACTO	OR (No., Street, County, State	and Zip Code)	9A. AMENDME	NT OF SOLI	CITATION	NO.
RAYTHEON COMPANY 180 HARTWELL ROAD BEDFORD MA 01730-0000			9B. DATED (SE	E ITEM 11)		
			X IUA. MOD. OF DASG60-98-C	-0001		O.
WDD - CAGA			10B. DATED (SEE ITEM 13)	
ODE 04164	IFACILITY COD	E APPLIES TO AMENDMENTS OF SOLICI	X 20-Aug-1998			
The above crumbered solicitation is assended as set			is extended,	ts not exten	ded.	
RECEIVED AT THE PLACE DESIGNATED FOR REJECTION OF YOUR OFFER. If by within of the	s a reference to the solicitation and a THE RECEIPT OF OFFERS PRIO is amendment you desire to change a the solicitation and this amendment	it; (b) By acknowledging receipt of this smeadment or mendment numbers. FAILURB OF YOUR ACKNO' IR TO THE HOUR AND DATE SPECTFIED MAY R an offer already submitted, such change may be made t, and is received prior to the opening hour and date a	WLEDGMENT TO BE HESULT IN to by telegram or letter,	-		
See Schedule						
		TO MODIFICATIONS OF CONTRACTS/O CT/ORDER NO. AS DESCRIBED IN ITE!				
	JRSUANT TO: (Specify auth	ority) THE CHANGES SET FORTH IN IT.		N THE		
B. THE ABOVE NUMBERED CONTRAC	T/ORDER IS MODIFIED TO	REFLECT THE ADMINISTRATIVE CH T TO THE AUTHORITY OF FAR 43,103(ANGES (such as char	iges in paying		
S SUPPLEMENTAL AGREEMENT			(1)			
D. OTHER (Specify type of modification and IAW 52.232-22, Limitiation of Funds	d authority)					
IMPORTANT: Contractor X is no	t, is required to sign	this document and return	copies to the issuing of	office.		
DESCRIPTION OF AMENDMENT/MOD where feasible.) The purpose of this modification is to provi	, -		_			
All other terms and conditions remain unch	nanged and in full force and	effect.				
Sue to a Standard Procurement System de	efect, the date in block 10B	of the SF30 may be inaccurate. That dat	e should be 30 Jan 9	18 .		
cept 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		16A. NAME AND TITLE OF CONT	······································	CTvne or ori	d)	(b
B. CONTRACTOR/OFFEROR	ISC. DATE SIGNED	16B. UNITED STATES OF AMERIC	CA	160	. DATE SIG	
		ВУ		(1-May-2004	
(Signature of person authorized to sign)		(Signature of Contracting Office	er)	24	way-2004	, (r

EXCEPTION TO SF 30 APPROVED BY OIRM 11-84 30-105-04 000983 STANDARD FORM 30 (Rev. 10-83) Prescribed by GSA FAR (48 CFR) 53.243

The following items are applicable to this modification:

SECTION A - SOLICITATION/CONTRACT FORM MODIFICATION

WHEREAS, pursuant to the contract clause, "Limitation of Funds," the government elects to add an increment of funds to CLINs 0005/0006.

NOW, THEREFORE, the contract is hereby changed as described below.

1. SECTION G - CONTRACT ADMINISTRATION DATA, is modified as follows:

Paragraph G-5, Accounting and Appropriation Data (CLINs 0005 and 0006), is modified to add the following:

ACRN:

BE

CUMULATIVE AMOUNT:

\$100,000

ACCT CLASS:

214 2040 5Q 5Q17 P172419E55 255Y ER4D732100 S01021

ER4D732100/44KJLE/4K0000

ORDER NO:

ER4D732100-01 FUNDED AMT: \$100,000 (P00092)

- 2. SECTION I CONTRACT CLAUSES: FAR 52.216-24, LIMITATION OF GOVERNMENT LIABILITY (APR 1984) is changed to read as follows:
- (a) In performing CLIN 0005/0006 of this contract, the Contractor is not authorized to make expenditures or incur obligations exceeding \$20,903,000 dollars.
- (b) The maximum amount for which the Government shall be liable for CLIN 0005/0006 if this contract is terminated is \$20,903,000 dollars.
- 3. The following page substitutions are hereby incorporated into the contract:

DELETE

ADD

Page 13Bii, Modification P00091

Page 13Bii, Modification P00092

MODIFICATION P00092 TO CONTRACT DASG60-98-C-0001 PAGE 13Bii OF 49 PAGES PREVIOUS: MOD P00091

ACRN:

BD

CUMULATIVE AMOUNT:

\$85,000

ACCT CLASS:

21 4 2040 0000 5Q-5Q07 P643327S3200 S01021

44N005/4N41JS254N/4N0000

ORDER NO:

4N41JS254N FUNDED AMT: \$85,000 (P00091)

ACRN:

BE

CUMULATIVE AMOUNT:

\$100,000

ACCT CLASS:

214 2040 50 5017 P172419E55 255Y ER4D732100 S01021

ER4D732100/44KJLE/4K0000

ORDER NO:

ER4D732100-01 FUNDED AMT: \$100,000 (P00092)

CLIN 0009

(a) SUBCLIN 0009AA

ACRN:

AJ

CUMULATIVE AMOUNT:

\$200,000

ACCT CLASS:

5703600 290 4750 674478 28060F 503000 F78100

REF: NACXXX00680104

ORDER NO/PRON:

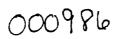
NACXXX00680104-01 FUNDED AMT: \$200,000 (P00043)

AMENDMENT OF SOLICIT	ATION/MODIF	ICATION OF CONTRACT	1 CONTRACT	ID CODS	PAGE OF	PAGES 2
2. AMENDMENT/MODIFICATION NO	3 EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO		S. PROJECT N	<u> </u>	
P00093	21-Jun-2004					
e i, sa code	W9113M	7 ADMINISTERED BY (If other than item 6)	co	DE NONE	<u> </u>	
SOACE ANIBOLE DEFENSE COMMANO		DCM TYNGSBORO PO BOX 698		<u> </u>		
(b)(6)		TYNGSBORO MA 01879				
HUNTSVILLE AL 35807-3801						
			9A. AMENDMI	EXER OF GOLD	CITATION	NO
8. NAME AND ADDRESS OF CONTRACTOR (N RAYTHEON COMPANY	lo., Street, County, State	and Zrp Code)	9A. AMENDMI	WI OF SOM	CITATION	NO.
180 HARTWELL ROAD BEDFORD MA 01730-0000			9B. DATED (SE	EE ITEM 11)		
			104 1600 05	CONTRACT	ODDED NO	
		· · · · · · · · · · · · · · · · · · ·	10A. MOD. OF DASG60-98-C	-0001	ORDER N	J .
			10B. DATED (SEE ITEM 13)	
CODE 04164	FACILITY COD	<u> </u>	K 20-Aug-1998			
		APPLIES TO AMENDMENTS OF SOLICIT				
The above numbered solicitation is amended as set forth in	Items 14 The hour and date:	specified for receipt of Offer	s extended,	is not extend	ded.	
Offer must acknowledge receipt of this amendment prior t (a) By completing Items 8 and 15, and returning		in the solicitation or as amended by one of the following to by soknowledging receipt of this amendment on a	-	ıhmitted:		
or (c) By separate letter or telegram which includes a refer	— '			IMM COL		
RECEIVED AT THE PLACE DESIGNATED FOR THE I						
REJECTION OF YOUR OFFER. If by virtue of this amen provided each tolegram or letter makes reference to the so						
12. ACCOUNTING AND APPROPRIATION DATA	A (If required)					
See Schedule						
		O MODIFICATIONS OF CONTRACTS/OF CT/ORDER NO. AS DESCRIBED IN ITEM				
A. THIS CHANGE ORDER IS ISSUED PURSU.				N THE		-4
CONTRACT ORDER NO. IN ITEM 10A.						
B. THE ABOVE NUMBERED CONTRACT/OR	DER IS MODIFIED TO	REFLECT THE ADMINISTRATIVE CHA	NGES (such as char	nges in paying		
		T TO THE AUTHORITY OF FAR 43.103(B).			
SUPPLEMENTAL AGREEMENT IS E	NIEKED INTO PUKSU	ANT TO AUTHORITY OF:				
D. OTHER (Specify type of modification and auth	ority)					
IAW 52.232-22, Limitation of Funds		4:1		~		
E. IMPORTANT: Contractor X is not,	is required to sign	this document and return	copies to the issuing	ottice.		
 DESCRIPTION OF AMENDMENT/MODIFICA where feasible.) 	ATION (Organized by U	CF section headings, including solicitation/con	ntract subject matter	•		
The purpose of this modification is to provide inc	cremental funding in the	e amount of \$100,000 for performance of	CLIN 0005.			
All alls a same and an abit an	-	- ff a a k				
All other terms and conditions remain unchange	a and in full force and	епест.				
Due to a Standard Procurement System defect,	the date shown in bloc	k 10B of the SF30 may be inaccurate. Th	at date should be	30 Jan 98.		
Source (14 f) do the first first first		to a character of the control of the	c II c			
Except as provided herein, all terms and conditions of the documents. 15A. NAME AND TITLE OF SIGNER (Type or printer).		10A, as heretofore changed, remains unchanged and it		R (Type or ori	nt)	
TVAL TANKE AND THE COT SIGNER (1 ype or par	ii.)		TARREST OF PILES	A P VIET CHE HILL		(h)/4
						(b)(6
15B. CONTRACTOR/OFFEROR	15C, DATE SIGNED	6B UNITED STATES OF AMERIC	^	160	(b)(6)	GNED
					(D)(O) 1-Jun-2004	
(Signature of person authorized to sign)						

EXCEPTION TO SF 30 APPROVED BY OIRM 11-84

30-105-04

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



The following items are applicable to this modification:

SECTION A - SOLICITATION/CONTRACT FORM MODIFICATION

WHEREAS, pursuant to the contract clause, "Limitation of Funds," the government elects to add an increment of funds to CLINs 0005/0006,

NOW, THEREFORE, the contract is hereby changed as described below.

1. SECTION G - CONTRACT ADMINISTRATION DATA, is modified as follows:

Paragraph G-5, Accounting and Appropriation Data (CLINs 0005 and 0006), is modified to add the following:

ACRN:

BF

CUMULATIVE AMOUNT:

\$100,000

ACCT CLASS:

21 4 2040 0000 5Q 5Q07 643327S2700 255Y S01021

44N006/4N41JD224N/4N0000

ORDER NO:

4N41JD224N-Basic FUNDED AMT: \$100,000 (P00093)

- 2. SECTION I CONTRACT CLAUSES: FAR 52.216-24, LIMITATION OF GOVERNMENT LIABILITY (APR 1984) is changed to read as follows:
- (a) In performing CLIN 0005/0006 of this contract, the Contractor is not authorized to make expenditures or incur obligations exceeding \$21,003,000 dollars.
- (b) The maximum amount for which the Government shall be liable for CLIN 0005/0006 if this contract is terminated is \$21,003,000 dollars.
- 3. The following page substitutions are hereby incorporated into the contract:

DELETE

ADD

Page 13Bii, Modification P00092

Page 13Bii, Modification P00093

MODIFICATION P00093 TO CONTRACT DASG60-98-C-0001 PAGE 13Bii OF 49 PAGES PREVIOUS: MOD P00092

ACRN:

BD

CUMULATIVE AMOUNT:

\$85,000

ACCT CLASS:

21 4 2040 0000 5Q-5Q07 P643327S3200 S01021

44N005/4N41JS254N/4N0000

ORDER NO:

4N41JS254N FUNDED AMT: \$85,000 (P00091)

ACRN:

BE

\$100,000

CUMULATIVE AMOUNT:

ACCT CLASS:

214 2040 5Q 5Q17 P172419E55 255Y ER4D732100 S01021

ER4D732100/44KJLE/4K0000

ORDER NO:

ER4D732100-01 FUNDED AMT: \$100,000 (P00092)

ACRN:

BF

CUMULATIVE AMOUNT:

\$100,000

ACCT CLASS:

21 4 2040 0000 5Q 5Q07 643327S2700 255Y S01021

44N006/4N41JD224N/4N0000

ORDER NO:

4N41JD224N-Basic FUNDED AMT: \$100,000 (P00093)

CLIN 0009

(a) SUBCLIN 0009AA

ACRN:

AJ

CUMULATIVE AMOUNT:

\$200,000

ACCT CLASS:

5703600 290 4750 674478 28060F 503000 F78100

REF: NACXXX00680104

ORDER NO/PRON:

NACXXX00680104-01 FUNDED AMT: \$200,000 (P00043)

AMENDMENT OF SOLICE	TATION/MODIE	ECATION OF CONTRACT	I CONTRAC	TID CODE	PAGE OF PAGES
AMENDMENT OF SOLICIT	TATION/MODIF	TCATION OF CONTRACT	V		1 5
AMENDMENT/MODIFICATION NO	3. BFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO		5 PROJECT	NO (U applicable)
00094	26-Jul-2004				
R CODE	W9113M	7 ADMINISTERED BY (If other than stem 6)	C	NON BOO	IE .
A PACE & MISSILE DEFENSE COMMAND		DCM TYNGSBORO PO BOX 668			
(b)(6)		TYNGSBORO MA 01879	8		
UN15VILLE AL 35807-380 I					
NAME AND ADDRESS OF CONTRACTOR	(No Street County St.	ate and Zin Code\	9A. AMENDA	MENT OF SO	LICITATION NO.
RAYTHEON COMPANY 180 HARTWELL ROAD	(110., outer, county, bu	and any code)			
BEDFORD MA 01730-0000			9B. DATED (SEE ITEM 11	1)
		h	X 10A. MOD. O	FCONTRAC	T/ORDER NO.
			_		
DDE 04164	Intelligence		10B. DATED 20-Aug-1998	2	13)
	I THIS ITEM ONLY	APPLIES TO AMENDMENTS OF SOLICE			
The above numbered solicitation is amended as set forth			is extended,	not exte	auded
Offer must acknowledge receipt of this amendment pri-		The state of the s	_		
(a) By completing Items 8 and 15, and returning		nt; (h) By acknowledging receipt of this amendment of		er submitted;	
or (c) By separate letter or telegram which includes a re-				BE	
RECEIVED AT THE PLACE DESIGNATED FOR THE REJECTION OF YOUR OFFER. If by virtue of this ar					
provided each tolegram or letter makes reference to the				ne.	
ACCOUNTING AND APPROPRIATION DA	ATA (If required)				
See Schedule					
		O MODIFICATIONS OF CONTRACTS/C			
A. THIS CHANGE ORDER IS ISSUED PURS		CT/ORDER NO. AS DESCRIBED IN ITEM		DE IN THE	
CONTRACT ORDER NO. IN ITEM 10A.	icaivi 10. (specity au	money) The Changes set FOR th in t	TEM 14 ARE MA	we in the	
B THE ABOVE NUMBERED CONTRACT/O				s changes in p	aying
SUPPLEMENTAL AGREEMENT IS		NT TO THE AUTHORITY OF FAR 43.10 SHANT TO AUTHORITY OF-	3(B).		
Mutual Agreement	DIVIDADD UNTO LON	BOALT TO ACTHORITY OF			
D. OTHER (Specify type of modification and at	(thority)				
MPORTANT: Contractor is not.	[ii] ii.	4: 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1	1	or.	
			copies to the issuin		
DESCRIPTION OF AMENDMENT/MODIFI where feasible.)	CATION (Organized by	UCF section headings, including solicitation	/contract subject :	natter	
ne purpose of this modification is to effect the	e following changes:				
0					
Decrease incremental funding in the amou	nt or \$1,975,321 for pe	enormance of CLIN 0003.			
Provide incremental funding in the amount	of \$1,975,321 for perf	ormance of CLIN 0005 and \$500,000 for	performance of	CLIN 0013.	
Revise the Key Personnel clause of the co	ntract				-
Nevise the Ney Fersonine datase of the co	nu act.				
All other terms and conditions remain unch	nanged and in full force	and effect.			
pt as provided herein, all terms and conditions of the do		-104 - 1-15- 1-15	and in Sall Second and at	K	
NAME AND TITLE OF SIGNER (Type or p		16A. NAME AND TITLE OF CONT			ncint)
The state of the s	//	VOLUME TO SERVICE AND ADDRESS OF THE PARTY O		, pe of	(1.)(0)
是"不是""是"。 医二次原子	(b				(b)(6)
	15C, DATE SIGNED	D 16B	BH BEN	16	C. DATE SIGNED
(t	0)(6)/28/04	BY			JUL 2 9(D)(D)
mature or person authorized to sign)		(Signature of Consering Office			
CEPTION TO SF 30		30-105-04		ANDARD For	ORM 30 (Rev. 10-83)
		. 		R (48 CFR)	

(1)	Amount Required for Full Funding, Including Fee(s):	\$ 145,166,476	-0-	\$ 145,166,476	
(2)	Amount Allotted under the LOF				, M.
(3)	Clause for Payment of Target Costs: Amount Separately Obligated				(6)(4)
1.7	for Payment for Target Fee:	E-W-E-ADOLEUM	MANAGEMENT STATES		X 5 7 8 8
(4)	Total Amount Allotted and Obligated:	\$ 98,713,422	(\$ 1,975,321)	\$ 96,738,101	
(5)	Net Amount Required for Full Funding:	\$ 46,453,054	\$ 1,975,321	\$ 48,428,375	
(6)	Estimated Period of Performance	31 Dec 03		31 Dec 03	

CLINs 0013 and 0014:

the Allotted Amount will cover:

		PRIOR	THIS MODIFICATION	CUMULATIVE TOTAL	
(1)	Amount Required for Full Funding, Including Fee(s):	\$ 41,047,110	-0-	\$ 41,047,110	
(2)	Amount Allotted under the LOF	CALTS-161-2			(b)(1)
	Clause for Payment of Target Costs:				(1)(4)
(3)	Amount Separately Obligated				
	for Payment for Target Fee:				
(4)	Total Amount Allotted and Obligated:	\$ 30,278,000	\$ 500,000	\$ 30,778,000	
(5)	Net Amount Required for Full Funding:	\$ 10,769,110	(\$ 500,000)	\$ 10,269,110	
(6)	Estimated Period of Performance the Allotted Amount will cover:	30 Sep 04		22 Oct 04	

- 2. SECTION H SPECIAL CONTRACT REQUIREMENTS: H-14, KEY PERSONNEL is changed to read as follows:
- a. The key personnel listed in paragraph b. below are considered to be critical to the successful performance of this contract. Prior to replacing these key personnel, the contractor shall obtain written consent of the contracting officer. Such consent shall be provided within thirty (30) days and shall not be unreasonably withheld. In order to obtain such consent, the contractor must provide thirty (30) days advance written notice of the proposed changes and must demonstrate that the qualifications of the proposed substitute personnel are generally equivalent to or better than the qualifications of the personnel being replaced.
 - b. Key Personnel List

NAME	POSITION		
NAME	POSITION		
		(b)(6)	(b)(b)

3. SECTION I – CONTRACT CLAUSES: FAR 52.216-24, LIMITATION OF GOVERNMENT LIABILITY (APR 1984) is changed to read as follows:

- (a) In performing CLIN 0005/0006 of this contract, the Contractor is not authorized to make expenditures or incur obligations exceeding \$22,978,321 dollars.
- (b) The maximum amount for which the Government shall be liable for CLIN 0005/0006 if this contract is terminated is \$22,978,321 dollars.
- 4. The following page substitutions are hereby incorporated into the contract:

DELETE ADD

Page 13Bi, Modification P00090	Page 13Bi, Modification P00094
Page 13Bii, Modification P00093	Page 13Bii, Modification P00094
Page 13D, Modification P00087	Page 13D, Modification P00094
Page 14, Modification P00085	Page 14, Modification P00094
Page 15, Modification P00087	Page 15, Modification P00094
Page 21, Modification P00087	Page 21, Modification P00094
Page 24, Modification P00023	Page 24, Modification P00094

MODIFICATION P00094 TO CONTRACT DASG60-98-C-0001 PAGE 13Bi OF 49 PAGES PREVIOUS: MOD P00090

ACRN: AT

CUMULATIVE AMOUNT: \$6,984,679

ACCT CLASS: 213 2040 5Q 5Q17 P172419E55 255Y ER3D730200 S01021

ER3D730200/34KJLE/4K0000

ORDER NO: ER3D730200-01 FUNDED AMT: \$1,500,000 (P00070)

ER3D730200-02 FUNDED AMT: \$1,500,000 (P00071) ER3D730200-03 FUNDED AMT: \$1,500,000 (P00074) ER3D730200-05 FUNDED AMT: \$1,500,000 (P00077) FUNDED AMT: \$2,960,000 (P00079)

ER3D730200-06 FUNDED AMT: (\$1,975,321) (P00094)

ACRN: AW

CUMULATIVE AMOUNT: \$100,000

ACCT CLASS: 973 0400 1202 183 JT01 606051 65126J 59241 525700

NMIPR039207

ORDER NO: NMIPR039207 FUNDED AMT: \$100,000 (P00079)

ACRN: AY

CUMULATIVE AMOUNT: \$3,000,000

ACCT CLASS: 214 2040 5O 5O17 P172419E55 255Y ER4D730000 S01021

ER4D730000/44KJLE/4K0000

ORDER NO: ER4D730000-01 FUNDED AMT: \$3,000,000 (P00085)

CLIN 0005

ACRN: BA

CUMULATIVE AMOUNT: \$20,500,000

ACCT CLASS: 214 2040 5Q 5Q17 P172419E55 255Y ER4D731500 S01021

ER4D731500/44KJLE/4K0000

ORDER NO. FR4D731500-01 FUNDED AMT: \$14,000,000 (P00086)

ER4D731500-02 FUNDED AMT: \$ 6,500,000 (P00090)

ACRN: BB

CUMULATIVE AMOUNT: \$146,000

ACCT CLASS: 974 0400 1202 184 JT01 606051 65126J 600008 59233 525700

PRON: NMIPR049207063

ORDER NO. NMIPR049207063 FUNDED AMT: \$146,000 (P00087)

ACRN: BC

CUMULATIVE AMOUNT: \$72,000

ACCT CLASS: 974 0400 1202 184 JT01 606051 65126J 600008 59233 525700

PRON: NMIPR049207127

ORDER NO: NMIPR049207127-01 FUNDED AMT: \$72,000 (P00089)

MODIFICATION P00094 TO CONTRACT DASG60-98-C-0001 PAGE 13Bii OF 49 PAGES PREVIOUS: MOD P00093

ACRN: BD CUMULATIVE AMOUNT: \$85,000

ACCT CLASS: 21 4 2040 0000 5Q-5Q07 P643327S3200 S01021

44N005/4N41JS254N/4N0000

ORDER NO: 4N41JS254N FUNDED AMT: \$85,000 (P00091)

ACRN: BE

CUMULATIVE AMOUNT: \$100,000

ACCT CLASS: 214 2040 5Q 5Q17 P172419E55 255Y ER4D732100 S01021

ER4D732100/44KJLE/4K0000

ORDER NO: ER4D732100-01 FUNDED AMT: \$100,000 (P00092)

ACRN: BF

CUMULATIVE AMOUNT: \$100,000

ACCT CLASS: 21 4 2040 0000 5Q 5Q07 643327\$2700 255Y \$01021

44N006/4N41Л)224N/4N0000

ORDER NO: 4N41JD224N-Basic FUNDED AMT: \$100,000 (P00093)

ACRN: BG

CUMULATIVE AMOUNT: \$1,975,321

ACCT CLASS: 213 2040 5Q 5Q17 P172419E55 255Y ER3D732100 S01021

ER3D732100/34KJLE/4K0000

ORDER NO: ER3D732100-01 FUNDED AMT: \$1,975,321 (P00094)

CLIN 0009

(a) SUBCLIN 0009AA

ACRN: AJ

CUMULATIVE AMOUNT: \$200,000

ACCT CLASS: 5703600 290 4750 674478 28060F 503000 F78100

REF: NACXXX00680104

ORDER NO/PRON: NACXXX00680104-01 FUNDED AMT: \$200,000 (P00043)

MODIFICATION P00094 TO CONTRACT DASG60-98-C-0001 PAGE 13D OF 49 PAGES PREVIOUS: MOD P00087

CLIN 0013

ACRN: AU

CUMULATIVE AMOUNT: \$7,970,000

ACCT CLASS: 213 2040 5Q 5Q17 P172419E55 255Y ER3D730000 801021

ER3D730000/34KJLE/4K0000

ORDER NO: ER3D730000-01 FUNDED AMT: \$ 775,000 (P00073)

ER3D730000-02 FUNDED AMT: \$4,000,000 (P00073) ER3D730000-03 FUNDED AMT: \$1,000,000 (P00077)

ER3D730000-04 FUNDED AMT: \$2,195,000 (P00078)

ACRN: AX

CUMULATIVE AMOUNT: \$3,396,000

ACCT CLASS: 213 2040 5Q 5Q17 P172419E55 255Y ER3D740000 S01021

ER3D740000/34KJLF/4K0000

ORDER NO: ER3D740000-01 FUNDED AMT: \$3,396,000 (P00080)

ACRN: AZ

CUMULATIVE AMOUNT: \$19,412,000

ACCT CLASS: 214 2040 5Q 5Q17 P172419E55 255Y ER4D730100 S01021

ER4D730100/44KJLE/4K0000

ORDER NO: ER4D730100-01 FUNDED AMT: \$14,000,000 (P00085)

ER4D730100-02 FUNDED AMT: \$ 4,912,000 (P00087)

ER4D730100-03 FUNDED AMT: \$ 500,000 (P00094)

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

a.		Ns 0001 and 0002: Amount Required for Full Funding:	\$ 437,946	
	(2)	Amount Allotted Under the LOF Clause for Payment of Costs:		LMA
	(3)	Total Amount Allotted and Obligated:	\$_440,100	(6)(4)
	(4)	Net Amount Required for Full Funding:	\$ (2,154)	
	(5)	Estimated Period of Performance the Allotted Amount Will Cover:	30 Sep 99	
Ь.		Ns 0003 and 0004: Amount Required for Full Funding, Including Fee(s):	\$ <u>145,166,476</u>	
	(2)	Amount Allotted Under the LOF Clause for Payment of Target Costs:		
	(3)	Amount Separately Obligated for Payment of Target Fee:		16/14
	(4)	Total Amount Allotted and Obligated:	\$ <u>96,738,101*</u>	
	(5)	Not Amount Required for Full Funding:	\$ <u>48,428,375*</u>	
	(6)	Estimated Period of Performance the Allotted Amount Will Cover:	31 Dec 03	
c.		Ns 0005 and 0006: <u>SCLIN 0005AA</u> Amount Required for Full Funding, Including Fee(s):	\$ <u>164,011,800</u> *	
	(2)	Amount Allotted Under the LOF Clause for Payment of Costs:	\$	
	(3)	Amount Separately Obligated for Payment of Target Fee:	\$0-	
	(4)	Total Amount Allotted and Obligated:	5	
	(5)	Net Amount Required for Full Funding:	\$ <u>164,011,800</u> *	

*NOT-TO-EXCEED (NTE)

000996

(6) Estimated Period of Performance the Allotted Amount Will Cover:

MODIFICATION P00094 TO CONTRACT DASG60-98-C-0001 PAGE 15 OF 49 PAGES PREVIOUS: MOD P00087

A	CI	Me	0011	and	$\Omega\Omega1$	2
u.	V-L	11113	WILL	anu	001	L∠.

(1) Amount Required for Full Funding, Including Fee(s): \$41,558,000*

(2) Amount Allotted Under the LOF Clause for Payment of Costs: \$-0
(3) Amount Separately Obligated for Payment of Fee: \$-0
(4) Total Amount Allotted and Obligated: \$-0
(5) Net Amount Required for Full Funding: \$41,558,000*

(6) Estimated Period of Performance the Allotted Amount Will Cover:

*NOT-TO-EXCEED (NTE)

g. CLINs 0013 and 0014:

(1) Amount Required for Full Funding, Including Fee(s): \$41,047,110
 (2) Amount Allotted Under the LOF Clause for Payment of Costs:
 (3) Amount Separately Obligated for Payment of Target Fee:
 (4) Total Amount Allotted and Obligated: \$30,778,000
 (5) Net Amount Required for Full Funding: \$10,269,110
 (6) Estimated Period of Performance the Allotted Amount Will Cover: 22 Oct 04

h. CLINs 0015 and 0016:

SUBCLIN 00015AA:

(1) Amount Required for Full Funding, Including Fee(s):

\$\frac{8,323,376}{2}\$

(2) Amount Allotted Under the LOF Clause for Payment of Costs:

\$\frac{-0-}{2}\$

(3) Amount Separately Obligated for Payment of Fee:

\$\frac{-0-}{2}\$

(4) Total Amount Allotted and Obligated:

\$\frac{-0-}{2}\$

(5) Net Amount Required for Full Funding:

\$\frac{8,323,376}{2}\$

(6) Estimated Period of Performance the Allotted Amount Will Cover:



for CLIN 0013.

MODIFICATION P00094 TO CONTRACT DASG60-98-C-0001 PAGE 21 OF 49 PAGES PREVIOUS: MOD P00087

H-8. GOVERNMENT-FURNISHED FUELS PROVIDED THROUGH SAN ANTONIO AIR LOGISTICS CENTER (SA-ALC), KELLY AIR FORCE BASE: Fuels as identified below will be provided through SA-ALC, Kelly Air Force Base, in accordance with the clause of this contract entitled Government Property (Cost-Reimbursement, Time and Material, or Labor-Hour Contracts). From time to time the contractor may order with the supplier for partial deliveries of fuel. To assist the Contracting Officer in maintaining accountability of total orders, the contractor shall notify the Contracting Officer when fuels ordered exceed 85 percent of the amount specified below. This is requested for each fuels type listed. The contractor will be financially responsible for orders for fuels in excess of the amount stipulated below:

stipulated below:					
	NATIONAL STOCK	UNIT OF	*	QUANTITY	
NOMENCLATURE	NO. (NSN)	ISSUE	AU?	THORIZED AS GFP	
contractor may propose cha (CAIV). Those changes v implemented by the contractor to the government. Change without an equitable reduce demonstrates 1) a comparable the government, and 3) the	vitry TO COST (COST anges to the proposed design which do not alter the Aero tor 10 working days after not so which alter the APS by rection in the estimated cost alter and the performance change does not alter the over propose to reduce or alter the	conforming to obstat Performance tice of intent specuring the requirements, 2) erall estimated conformation of the conformatio	cost as ar ee Specific ecifying the ements m the cont such cha ost of the	n independent variable cation (APS) may be ne changes is provided ay only be undertaken tract if the contractor anges are acceptable to program. In no event,	
	UNDING OF THE CONTRA	ACT:			
	that allotments within each it TATION OF FUNDS clause	•	e made o	n an incremental basis	
CLIN 0001 and available fo	ne Limitation of Funds claus r payment to cover the work r Potential Fee for a total amo	to be performed			(b)(4)
to CLIN 0003 and available	IMITATION OF FUNDS class for payment to cover the was obligated for Potential Fee	ork to be perform			(b)(4
to CLIN 0013 and available	AMITATION OF FUNDS cla e for payment to cover the was obligated for Potential Fee	ork to be perfor			(b)(4)

MODIFICATION P00094 TO CONTRACT DASG60-98-C-0001 PAGE 24 OF 49 PAGES PREVIOUS: MOD P00023

b. Key Personnel List:

NAME	POSITION
	(b)(6)

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

H-16. <u>PROCUREMENT PRIOR TO CDR</u>: The contractor is authorized to fabricate the items associated with the following prior to CDR:

- Fiber Optic Interface
- b. Communication Payload Infrastructure
- c. Weather Instruments

AMENDMENT OF SOLICIT	ATION/MODIFI	ICATION OF CONTRACT	ļ.	CONTRACT	D CODE	PAGE OF I	
2. AMENDMENT/MODIFICATION NO	3 REFECTIVE DATE	4. KEGIJSTU MAPI ROBASE REG. NO.		V	5 PROJECT S	IO (If applicabl	2 e)
PO0095 SPACE & MISSILE DEFENSE COMMAND (b)(6) HUNTSVILLE AL 35807-3801	23-Aug-2004 W9113M	7. ADMINISTERED BY (If other than item 6) (XCM TYNGSBORO PO BOX 688 TYNGSBORO MA 01879		COD	P. NONE		
8. NAME AND ADDRESS OF CONTRACTOR (N RAYTHEON COMPANY 180 HARTWELL ROAD BEDFORD MA 01730-0000	FACILITY CODE		X 10A. DAS 10B. X 20-A	MOD, OF C GG60-98-C- DATED (S Lug-1998	NT OF SOLI E ITEM 11) CONTRACT/ 0001 EE ITEM 13	ORDER NO	
The above numbered solicitation is amended as set forth in Offer must acknowledge recept of this amendment prior to (a) By completing from 8 and 15, and returning or (c) By separate letter or tologram which includes a refer RECEIVED AT THE PLACE DESIGNATED FOR THE REJECTION OF YOUR OFFER. If by virtue of this amen- provided each tologram or letter makes reference to the sol 12. ACCOUNTING AND APPROPRIATION DATA	Item 14 The hour and date as the hour and date specified a copies of the amendment, ence to the solicitation and an ESCHIPT OF OFFERS PRIOR diment you desire to change an initiation and this amendment,	pecified for receipt of Offer in the solumetron or as amended by one of the follow , (h) By acknowledging receipt of this amendment or nendment numbers. FALURE OF YOUR ACKNO INTO THE HOUR AND DATE SPECIFIED MAY R a offer already submitted, such change may be made	wing methods a caub copy WLEDGMEN ESDLT IN by telepan	ended, s. of the offer sub NT TO BE	is not extend	ded.	
	DIFIES THE CONTRAC ANT TO: (Specify author DER IS MODIFIED TO I ITEM 14, PURSUANT	REFLECT THE ADMINISTRATIVE CH	M 14. EM 14 AR ANGES (s				
D. OTHER (Specify type of modification and authoritation of Funds							
E. IMPORTANT: Contractor X is not, 14. DESCRIPTION OF AMENDMENT/MODIFICA where feasible.) The purpose of this modification is to provide inc All other terms and conditions remain unchanged Due to a Standard Procurement System defect,	TION (Organized by UC cremental funding in the	e amount of \$710,000 for performance o	contract sul	10 5.			incident distribution of the second
Except as provided herein, all terms and conditions of the documents of th		10A, as heretofore changed, remains unchanged and 16A, NAME AND TITLE OF CONT 16B, UNITED STATES OF AMERIC	RACTIN		160	DATE SIC	
(Signature of person authorized to sign) EXCEPTION TO SF 30 APPROVED BY OIRM 11-84	3	(Signature of Contracting Office	a)	Preso	NDARD FOR cribed by GSA (48 CFR) 53	RM 30 (Rev.	