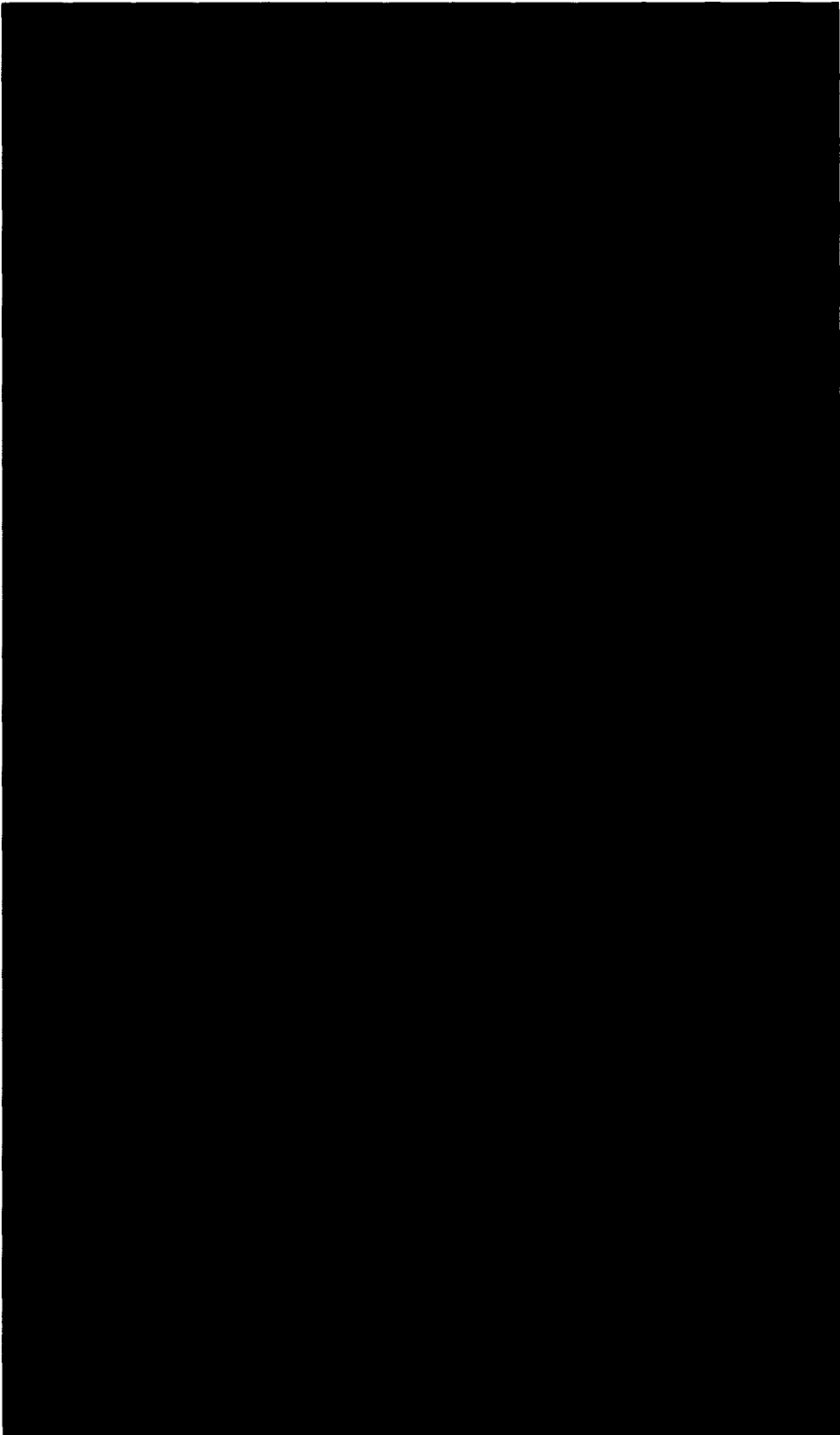


(b)(4)

000754

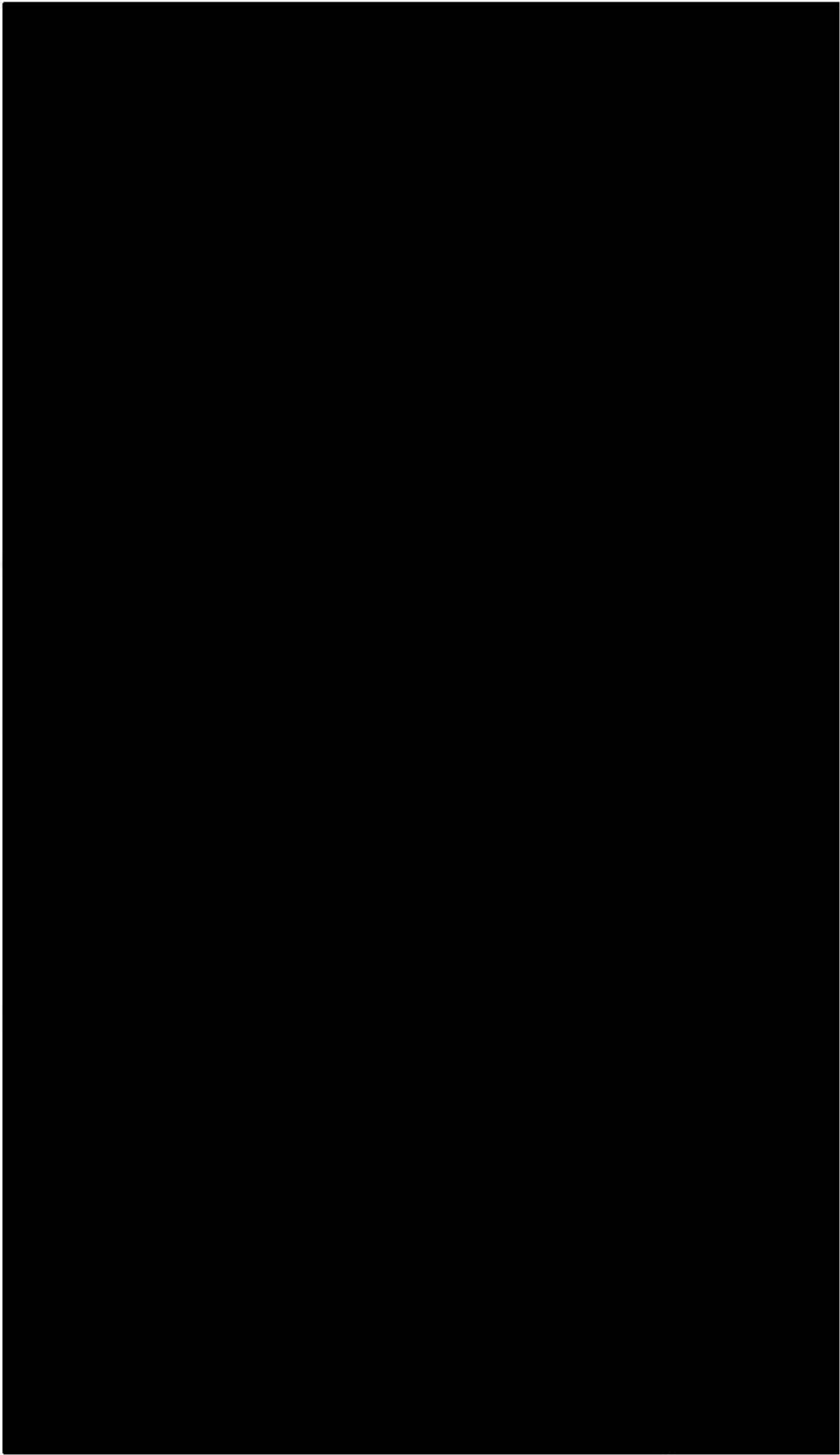


(b)(3)(A)(i)&Title 10  
Sec 130 (a)(b)

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

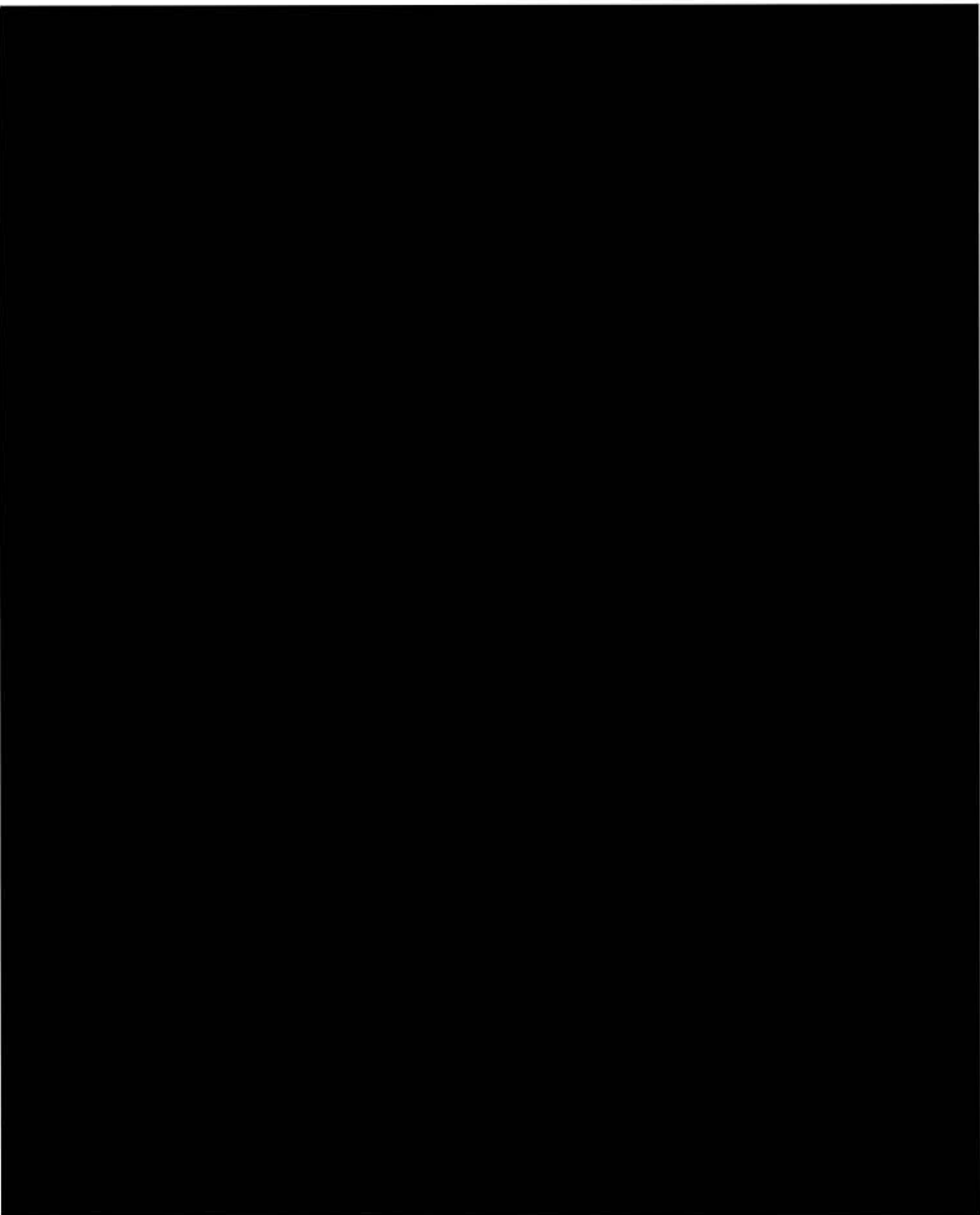
(b)(3)(A)(i)&Title  
10 Sec 130 (a)(b)

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(b)(4)

000755



(b)(4)

000756

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

Form Approved  
OMB No. 0704-0188

The public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports (0701-0188), 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302. Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number. Please DO NOT RETURN your form to the above address. Send completed form to the Government Issuing Contracting Officer for the Contract/PR No. listed in Block E.

<b>A. CONTRACT LINE ITEM NO.</b> 4, 6, 8, 10, 12, 14, 16	<b>B. EXHIBIT</b> A	<b>C. CATEGORY:</b> TDP _____ TM _____ OTHER _____
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<b>D. SYSTEM/ITEM</b> JLENS	<b>E. CONTRACT/PR NO.</b> DASG60-98-C-0001	<b>F. CONTRACTOR</b> Raytheon
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<b>1. DATA ITEM NO.</b> A005	<b>2. TITLE OF DATA ITEM</b> Life Cycle Cost (LCC) and Independent Schedule Assessment (ISA) Report	<b>3. SUBTITLE</b> Program Cost Estimate (PCE)
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<b>4. AUTHORITY (Data Acquisition Document No.)</b> DI-FNCL-80448	<b>5. CONTRACT REFERENCE</b> SOW Para 2.6.3	<b>6. REQUIRING OFFICE</b> SFAE-AMD-JLN
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<b>7. DD 250 REQ</b> LT	<b>9. DIST STATEMENT REQUIRED</b> Statement Required	<b>10. FREQUENCY</b> As Required	<b>12. DATE OF FIRST SUBMISSION</b> BLK 16	<b>14. DISTRIBUTION</b>	
<b>8. APP CODE</b> N/A		<b>11. AS OF DATE</b>	<b>13. DATE OF SUBSEQUENT SUBMISSION</b> Blk 16	<b>a. ADDRESSEE</b>	<b>b. COPIES</b>
					Draft
					Final
					Reg
					Repro

**16. REMARKS**

Starting with the negotiated contract as a baseline, the contractor shall develop and maintain current a program cost estimate (PCE) to estimate total life cycle cost for the JLENS Program described below. The contractor shall submit the PCE to the government on an as required basis. The contractor has 30 days to provide the PCE after a verbal request by the government is made. The verbal request will be followed up by a letter of instruction from the contracting officer.

- The total cost should be in then year (escalated dollars in millions (\$M)).
- A 32 Meter COTS system reflecting the negotiated contract with all events, the period of performance, etc.
- A SDD program where 1 PTR system is built FY03-FY07 assuming POM funding.
- 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 FY 18.
- The WBS should reflect the components that make up the end items.

Contractor format acceptable.

\* Notify addressee at e-mail address in block 14 when deliverable is placed in electronic server. Letter of transmittal must be signed electronically.

<b>17. PRICE GROUP</b>
<b>18. ESTIMATED TOTAL PRICE</b>

(b)(6)

(b)(3)(A)

<b>G. PREPARED BY</b> (b)(6)	<b>H. DATE</b> 01 Oct 02	<b>I. APPROVED BY</b> 000757	<b>J. DATE</b> 01 Oct 02
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15. TOTAL →

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

Form Approved  
OMB No. 0704-0188

Reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports (0704-0188), 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302. Respondents should be aware that notwithstanding any other notice that may appear on this collection of information, it does not display a currently valid OMB control number. Please do not return your form to the above address. Send completed form to the Government Issuing Contracting Officer for the Contract/PR No. listed in Block E.

**CONTRACT LINE ITEM NO.**  
4, 6, 8, 10, 12, 14, 16

**B. EXHIBIT**  
A

**C. CATEGORY:**  
TDP \_\_\_\_\_ TM \_\_\_\_\_ OTHER \_\_\_\_\_

**SYSTEM/ITEM**  
JLENS

**E. CONTRACT/PR NO.**  
DASG60-98-C-0001

**F. CONTRACTOR**  
Raytheon

**DATA ITEM NO.**  
A006

**2. TITLE OF DATA ITEM**  
Data Accession List

**3. SUBTITLE**  
Internal Data

**AUTHORITY (Data Acquisition Document No.)**  
DI-MGMT-81453

**5. CONTRACT REFERENCE**  
SOW Para 2.9

**6. REQUIRING OFFICE**  
SFAE-AMD-JLN

<b>DD 260 REQ</b> LT	<b>B. DIST STATEMENT REQUIRED</b> Statement Required	<b>10. FREQUENCY</b> As Required	<b>12. DATE OF FIRST SUBMISSION</b> 90 DAC MOD	<b>14. DISTRIBUTION</b>		
<b>APP CODE</b> N/A		<b>11. AS OF DATE</b>	<b>13. DATE OF SUBSEQUENT SUBMISSION</b> Blk 16	<b>a. ADDRESSEE</b>	<b>b. COPIES</b>	
					Draft	Final
					Reg	Repro

**REMARKS**

Submit data accession list (DAL) within 90 DAC modification. Submit revisions as required to maintain current. Contractor shall provide at production cost only a copy of any data generated under this contract.

This data includes data used to support JLENS milestone decisions reviews to the government.

Contractor format acceptable.

Notify addressee at e-mail address in block 14 when deliverable is placed in electronic server. Letter of transmittal must be signed electronically.



**17. PRICE GROUP**

**18. ESTIMATED TOTAL PRICE**

(b)(6)

**PREPARED BY**

**H. DATE**  
01 Oct 02

**I. APPROVED BY**

**J. DATE**  
01 Oct 02

000758





**CONTRACT DATA REQUIREMENTS LIST**

(1 Data Item)

Approved  
OMB No. 0704-0188

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A. CONTRACT LINE ITEM NO. 4, 6, 8, 14  
 B. EXHIBIT A  
 C. CATEGORY: TDP \_\_\_\_\_ TM \_\_\_\_\_ OTHER \_\_\_\_\_

D. SYSTEM/ITEM JLENS  
 E. CONTRACT/PR NO. DASG60-98-C-0001  
 F. CONTRACTOR Raytheon

1. DATA ITEM NO. A008  
 2. TITLE OF DATA ITEM System/Subsystem  
 3. SUBTITLE Design Notebook

4. AUTHORITY (Data Acquisition Document No.) DI-IPSC-81432  
 5. CONTRACT REFERENCE SOW Para 3.2, 3.3, 4.2  
 6. REQUIRING OFFICE SFAE-AMD-JLN

7. DD 250 REQ LT  
 8. APP CODE N/A  
 9. DIST STATEMENT REQUIRED Statement Required  
 10. FREQUENCY  
 11. AS OF DATE  
 12. DATE OF FIRST SUBMISSION 90 DAC MOD  
 13. DATE OF SUBSEQUENT SUBMISSION Blk 16  
 14. DISTRIBUTION  
 a. ADDRESSEE  
 b. COPIES  
 Draft Final  
 Reg Repr

16. REMARKS  
 Update submissions shall be at DR(s). The updates shall be submitted as change pages to the basic document.

The design notebook shall be based on material provided in the proposal. The notebook shall consist of two volumes. Volume I shall contain the key analyses and tradeoff studies conducted to support requirements allocation, design, and design tradeoffs. Volume II shall contain a description of the system architecture that is being developed and fabricated. The description shall be provided in terms of visual descriptions, performance estimates, and physical properties.

Contractor format acceptable.

Primary addressee at e-mail address in block 14 when deliverable is placed in electronic server. Letter of transmittal must be signed electronically.

17. PRICE GROUP
18. ESTIMATED TOTAL PRICE

(b)(6)

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

000760

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

Form Approved  
OMB No. 0704-0188

The reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports (0704-0188), 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302. Respondents should be aware that notwithstanding any other notice that may appear on this form, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number. Please FURNISH 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>CONTRACT LINE ITEM NO.</b> 4, 6, 8, 14	<b>B. EXHIBIT</b> A	<b>C. CATEGORY:</b> TDP _____ TM _____ OTHER _____
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<b>SYSTEM/ITEM</b> JLENS	<b>E. CONTRACT/PR NO.</b> DASG60-98-C-0001	<b>F. CONTRACTOR</b> Raytheon
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<b>DATA ITEM NO.</b> A009	<b>2. TITLE OF DATA ITEM</b> Performance Specifications Documents	<b>3. SUBTITLE</b> Hardware/Software Performance Specifications
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<b>AUTHORITY (Data Acquisition Document No.)</b> DI-SDMP-81465	<b>5. CONTRACT REFERENCE</b> SOW Para 3.2, 3.5.3	<b>6. REQUIRING OFFICE</b> SFAE-AMD-JLN
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<b>DD 250 REQ</b> LT	<b>9. DIST STATEMENT REQUIRED</b> Statement Required	<b>10. FREQUENCY</b> Blk 16	<b>12. DATE OF FIRST SUBMISSION</b> Blk 16	<b>14. DISTRIBUTION</b>		
<b>APP CODE</b> A		<b>11. AS OF DATE</b>	<b>13. DATE OF SUBSEQUENT SUBMISSION</b> Blk 16	<b>a. ADDRESSEE</b>	<b>b. COPIES</b>	
					Draft	Final
					Reg	Repro

**REMARKS**  
 submit performance specifications 60 days prior to DR(s).  
 subsequent submissions as required.  
 approval: G30/C30.  
 contractor format acceptable.  
 notify addressee at e-mail address in block 14 when deliverable is placed in electronic server. Letter of transmittal must be signed electronically.



<b>17. PRICE GROUP</b>
<b>18. ESTIMATED TOTAL PRICE</b>

(b)(6)

<b>PREPARED BY</b>	<b>H. DATE</b> 01 Oct 02	<b>I. APPROVED BY</b>	<b>J. DATE</b> 01 Oct 02
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000761

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

Form Approved  
OMB No. 0704-0188

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A. CONTRACT LINE ITEM NO.  
4, 6, 8, 10, 12, 14, 16

B. EXHIBIT  
A

C. CATEGORY:  
TDP \_\_\_\_\_ TM \_\_\_\_\_ OTHER \_\_\_\_\_

D. SYSTEM/ITEM  
JLENS

E. CONTRACT/PR NO.  
DASG60-98-C-0001

F. CONTRACTOR  
Raytheon

1. DATA ITEM NO.  
A010

2. TITLE OF DATA ITEM  
Interface Control Drawing Documentation

3. SUBTITLE  
Interface Control Documents (ICD)

4. AUTHORITY (Data Acquisition Document No.)  
DI-CMAN-81248

5. CONTRACT REFERENCE  
SOW Para 3.2, 3.7

6. REQUIRING OFFICE  
SFAE-AMD-JLN

DD 250 REQ LT	9. DIST STATEMENT REQUIRED Statement Required	10. FREQUENCY Bik 16	12. DATE OF FIRST SUBMISSION Bik 16	14. DISTRIBUTION		
APP CODE A		11. AS OF DATE	13. DATE OF SUBSEQUENT SUBMISSION As Required	a. ADDRESSEE	b. COPIES	
					Draft	Final
					Reg	Repro

7. REMARKS  
Submit the ICD 60 days prior to the DR(s).

Approval: G30/C30.

Contractor format acceptable.

Notify addressee at e-mail address in block 14 when deliverable is placed in electronic server. Letter of transmittal must be signed electronically.

15. TOTAL →

PREPARED BY	H. DATE 01 Oct 02	I. APPROVED BY	J. DATE 01 Oct 02
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17. PRICE GROUP

18. ESTIMATED  
TOTAL PRICE

(b)(6)

000762

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

Form Approved  
OMB No. 0704-0188

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<b>CONTRACT LINE ITEM NO.</b> 4, 6, 8, 14	<b>B. EXHIBIT</b> A	<b>C. CATEGORY:</b> TDP _____ TM _____ OTHER _____
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<b>SYSTEM/ITEM</b> JLENS	<b>E. CONTRACT/PR NO.</b> DASG60-98-C-0001	<b>F. CONTRACTOR</b> Raytheon
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<b>DATA ITEM NO.</b> A011	<b>2. TITLE OF DATA ITEM</b> Software Development Plan	<b>3. SUBTITLE</b>
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<b>AUTHORITY (Data Acquisition Document No.)</b> DI-IPSC-81427	<b>5. CONTRACT REFERENCE</b> SOW Para 3.5.3	<b>6. REQUIRING OFFICE</b> SFAE-AMD-JLN
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<b>DD 250 REQ</b> LT	<b>9. DIST STATEMENT REQUIRED</b> Statement Required	<b>10. FREQUENCY</b>	<b>12. DATE OF FIRST SUBMISSION</b> 60 DAC MOD	<b>14. DISTRIBUTION</b>		
<b>APP CODE</b> A		<b>11. AS OF DATE</b>	<b>13. DATE OF SUBSEQUENT SUBMISSION</b> As Required	<b>a. ADDRESSEE</b>	<b>b. COPIES</b>	
					Draft	Final
					Reg	Repro

**3. REMARKS**  
Submission 60 days after restructure modification and 60 days prior to each submission (S). Subsequent submissions as required. Contents of software development plan shall be IAW DID.

Approval: G30/C30.

Contractor format acceptable.

Notify addressee at e-mail address in block 14 when deliverable is placed in electronic server. Letter of transmittal must be signed electronically.



<b>17. PRICE GROUP</b>
<b>18. ESTIMATED TOTAL PRICE</b>

(b)(6)

<b>PREPARED BY</b>	<b>H. DATE</b> 01 Oct 02	<b>I. APPROVED BY</b>	<b>J. DATE</b> 01 Oct 02
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000763





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

Approved  
OMB No. 0704-0188

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A. CONTRACT LINE ITEM NO. 4, 6, 8, 14  
B. EXHIBIT A  
C. CATEGORY: TDP \_\_\_\_\_ TM \_\_\_\_\_ OTHER \_\_\_\_\_

D. SYSTEM/ITEM JLENS  
E. CONTRACT/PR NO. DASG60-98-C-0001  
F. CONTRACTOR Raytheon

1. DATA ITEM NO. A014  
2. TITLE OF DATA ITEM Presentation Material  
3. SUBTITLE Design Reviews

4. AUTHORITY (Data Acquisition Document No.) DI-ADMN-81373  
5. CONTRACT REFERENCE SOW Para 3.10.1  
6. REQUIRING OFFICE SFAE-AMD-JLN

7. DD 250 REQ LT	8. DIST STATEMENT REQUIRED Statement Required	10. FREQUENCY As Required	12. DATE OF FIRST SUBMISSION Blk 16	14. DISTRIBUTION	
9. APP CODE A		11. AS OF DATE	13. DATE OF SUBSEQUENT SUBMISSION Blk 16	a. ADDRESSEE	b. COPIES
					Draft
					Final
					Reg
					Repro

6. REMARKS  
 Submit agenda 10 working days prior to meetings. Government approval within 5 working days from receipt of agenda.  
 Submit presented material within 3 working days after meeting.  
 Submit minutes of meetings, attendees, and action items within 5 working days after meeting.  
 Submit completed action item report within 10 days after completion of all action items.  
 Contractor format acceptable.  
 Deliverable to addressee at e-mail address in block 14 when deliverable is placed in electronic server. Letter of transmittal must be signed electronically.

17. PRICE GROUP  
18. ESTIMATED TOTAL PRICE

(b)(6)

PREPARED BY \_\_\_\_\_ H. DATE 01 Oct 02 I. APPROVED BY \_\_\_\_\_ J. DATE 01 Oct 02

000766









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

Form Approved  
OMB No. 0704-0188

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**CONTRACT LINE ITEM NO.** 4, 6, 8, 10, 12, 14, 16  
**B. EXHIBIT** A  
**C. CATEGORY:** TDP \_\_\_\_\_ TM \_\_\_\_\_ OTHER \_\_\_\_\_

**SYSTEM/ITEM** JLENS  
**E. CONTRACT/PR NO.** DASG60-98-C-0001  
**F. CONTRACTOR** Raytheon

**DATA ITEM NO.** A018  
**2. TITLE OF DATA ITEM** Integrated Support Plan  
**3. SUBTITLE**

**AUTHORITY (Data Acquisition Document No.)** DI-ILSS-80395  
**5. CONTRACT REFERENCE** SOW Para 6.1.1  
**6. REQUIRING OFFICE** SFAE-AMD-JLN

<b>DD 250 REQ</b> LT	<b>8. DIST STATEMENT REQUIRED</b> Statement Required	<b>10. FREQUENCY</b> Blk 16	<b>12. DATE OF FIRST SUBMISSION</b> Blk 16	<b>14. DISTRIBUTION</b>		
<b>APP CODE</b> A		<b>11. AS OF DATE</b>	<b>13. DATE OF SUBSEQUENT SUBMISSION</b> Blk 16	<b>a. ADDRESSEE</b>	<b>b. COPIES</b>	
					Draft	Final
					Req	Repro

**1. REMARKS**  
The contractor shall submit initial plan by 18 Jun 04. Subsequent submissions annually or 60 days prior to a major program events. Scope of deliverable will expand as data becomes available.

The integrated support plan (ISP) shall include:  
Maintenance plan for the JLENS system, [REDACTED]

- Supply support plan for the JLENS system.
- Deployment plan for the JLENS system. [REDACTED]
- MANPRINT management plan for the JLENS system. Include specific information concerning the analysis and handling of MANPRINT issues.
- Training plan for the JLENS system.
- Deployment plan for the JLENS system. Include specific information concerning resources required to deploy systems to include load plan.

Approval: G30/C30.

Contractor format acceptable.

Notify addressee at e-mail address in block 14 when deliverable is placed in electronic server. Letter of transmittal must be signed electronically.

17. PRICE GROUP  
18. ESTIMATED TOTAL PRICE

(b)(6)

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

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

**PREPARED BY** \_\_\_\_\_ **H. DATE** 01 Oct 02 **I. APPROVED BY** \_\_\_\_\_ **J. DATE** 01 Oct 02

000770



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

Approved  
OMB No. 0704-0188

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**G. CONTRACT LINE ITEM NO.**  
4, 6, 8, 10, 12, 14, 16

**H. EXHIBIT**  
A

**I. CATEGORY:**  
TDP \_\_\_\_\_ TM \_\_\_\_\_ OTHER \_\_\_\_\_

**J. SYSTEM/ITEM**  
JLENS

**K. CONTRACT/PR NO.**  
DASG60-98-C-0001

**L. CONTRACTOR**  
Raytheon

**M. DATA ITEM NO.**  
A020

**N. TITLE OF DATA ITEM**  
Operations Security (OPSEC) Plan

**O. SUBTITLE**

**P. AUTHORITY (Data Acquisition Document No.)**  
DI-MGMT-80934

**Q. CONTRACT REFERENCE**  
SOW Para 7.0

**R. REQUIRING OFFICE**  
SFAE-AMD-JLN

<b>S. DD 250 REQ</b> LT	<b>T. DIST STATEMENT REQUIRED</b> Statement Required	<b>U. FREQUENCY</b> One/R	<b>V. DATE OF FIRST SUBMISSION</b> 30 DAC	<b>W. DISTRIBUTION</b>		
<b>X. APP CODE</b> A		<b>Y. AS OF DATE</b>	<b>Z. DATE OF SUBSEQUENT SUBMISSION</b> As Required	<b>aa. ADDRESSEE</b>	<b>bb. COPIES</b>	
					Draft	Final
					Reg	Repro

**16. REMARKS**  
The previously approved OPSEC Plan submitted under the concept definition contract shall be revised to reflect the present program.

Maintain current to reflect major program changes.

Approval: G30/C30.

Notify addressee at e-mail address in block 14 when deliverable is placed in electronic server. Letter of transmittal must be signed electronically.



**17. PRICE GROUP**

**18. ESTIMATED TOTAL PRICE**

(b)(6)

**PREPARED BY**

**H. DATE**  
01 Oct 02

**I. APPROVED BY**

**J. DATE**  
01 Oct 02

000772



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

Form Approved  
OMB No. 0704-0188

Reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports (0704-0188), 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302. Respondents should be aware that notwithstanding any other notice that may appear hereon, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number. Please do not return your form to the above address. Send completed form to the Government Issuing Contracting Officer for the Contract/PR No. listed in Block E.

<b>CONTRACT LINE ITEM NO.</b> 14		<b>B. EXHIBIT</b> A		<b>C. CATEGORY:</b> TDP _____ TM _____ OTHER _____			
<b>SYSTEM/ITEM</b> JLENS			<b>E. CONTRACT/PR NO.</b> DASG60-98-C-0001		<b>F. CONTRACTOR</b> Raytheon		
<b>DATA ITEM NO.</b> A022	<b>2. TITLE OF DATA ITEM</b> Cost/Schedule Status Reports				<b>3. SUBTITLE</b>		
<b>AUTHORITY (Data Acquisition Document No.)</b> DI-MGMT-81467			<b>5. CONTRACT REFERENCE</b> SOW Para 2.6.2		<b>6. REQUIRING OFFICE</b> SFAE-AMD-JLN		
<b>DD 250 REQ</b> LT	<b>9. DIST STATEMENT REQUIRED</b> Statement Required	<b>10. FREQUENCY</b> Blk 16	<b>12. DATE OF FIRST SUBMISSION</b> Blk 16	<b>14. DISTRIBUTION</b>			
<b>APP CODE</b> N/A		<b>11. AS OF DATE</b> Blk 16	<b>13. DATE OF SUBSEQUENT SUBMISSION</b> Blk 16	<b>e. ADDRESSEE</b>		<b>b. COPIES</b>	
						<b>Draft</b>	<b>Final</b>
						Reg	Repro
<b>7. REMARKS</b>							
<p>Initial submission shall be 20 calendar days after the close of the first full accounting month after contract modification (reference paragraph 7.6). Subsequent submissions shall be 15 calendar days after the close of each accounting month throughout the period of performance.</p> <p>reference paragraph 10.4.1 - To maintain necessary visibility data reported will be separated on the C/SSR via the WBS structure. Data will be reported at the critical item level. Lower level reporting may be required based upon risk and will be determined at the IBR.</p> <p>reference paragraph 7.7.1 - At a minimum, variance analysis should be completed for the top 10 current and cumulative cost and schedule variances that exceed 5%. The contractor shall also provide variance analysis for all WBS elements experiencing a +/-5% variance at completion. The variance analysis shall include a detailed explanation of the problem, corrective action, and program impact.</p> <p>Contractor format is acceptable.</p> <p>Notify addressee at e-mail address in block 14 when deliverable is placed in electronic server. Letter of transmittal must be signed electronically.</p>							
				<b>15. TOTAL</b> →			

<b>17. PRICE GROUP</b>
<b>18. ESTIMATED TOTAL PRICE</b>

(b)(6)

<b>PREPARED BY</b>		<b>H. DATE</b> 01 Oct 02		<b>I. APPROVED BY</b>		<b>J. DATE</b> 01 Oct 02	
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000774



# AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

V | 1 | 2

AMENDMENT/MODIFICATION NO. <b>00074</b>	3. EFFECTIVE DATE <b>17-Dec-2002</b>	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. OFFER NUMBER <b>W31RPD</b>		7. OFFER NUMBER <b>NONE</b>	
8. OFFEROR NAME AND ADDRESS <b>PACE &amp; MISSILE DEFENSE COMMAND PO BOX 1900 HUNTSVILLE AL 35807-3801</b>		9. OFFEROR NAME AND ADDRESS <b>DCM TYNGSBORO PO BOX 688 TYNGSBORO MA 01879</b>	

NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) <b>RAYTHEON COMPANY 180 HARTWELL ROAD BEDFORD MA 01730-0000</b>	9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED (SEE ITEM 11)
	X 10A. MOD. OF CONTRACT/ORDER NO. <b>DASG60-98-C-0001</b>
	X 10B. DATED (SEE ITEM 13) <b>20-Aug-1998</b>

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

11A. DE **04164** FACILITY CODE

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

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

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

**See Schedule**

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

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B). SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
D. OTHER (Specify type of modification and authority) <b>IAW FAR 52.232-22, Limitation of Funds</b>

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

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

The purpose of this modification is to provide incremental funding in the amount of \$1,500,000 for performance of CLIN 0003.

All other terms and conditions remain unchanged and in full force and effect.

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

5A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
	<b>(b)(6)</b>
5B. CONTRACTOR/OFFEROR	16B. UNITED STATES OF AMERICA
(Signature of person authorized to sign)	(Signature of Contracting Officer)
15C. DATE SIGNED	16C. DATE SIGNED
	<b>(b)(6)</b> <b>17-Dec-2002</b>

000775

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

The following items are applicable to this modification:

SECTION A - SOLICITATION/CONTRACT FORM  
MODIFICATION

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

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

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

a. Paragraph G-5, Accounting and Appropriation Data (CLINs 0003 and 0004), is modified to add the following:

ACRN:	AT
CUMULATIVE AMOUNT:	\$4,500,000
ACCT CLASS:	213 2040 5Q 5Q17 P172419E55 255Y ER3D730200 S01021 ER3D730200/34KJLE/4K0000
ORDER NO:	ER3D730200-03 FUNDED AMT: \$1,500,000 (P00074)

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

CLINs 0003 and 0004:

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

(b)(4)

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

DELETE	ADD
Page 13Bi, Modification P00071	Page 13Bi, Modification P00074
Page 14, Modification P00072	Page 14, Modification P00074
Page 21, Modification P00072	Page 21, Modification P00074

000776

ACRN: AT  
CUMULATIVE AMOUNT: \$4,500,000  
ACCT CLASS: 213 2040 5Q 5Q17 P172419E55 255Y ER3D730200 S01021  
ER3D730200/34KJLE/4K0000  
ORDER NO: ER3D730200-01 FUNDED AMT: \$1,500,000 (P00070)  
ER3D730200-02 FUNDED AMT: \$1,500,000 (P00071)  
ER3D730200-03 FUNDED AMT: \$1,500,000 (P00074)




CLIN 0009

(a) SUBCLIN 0009AA

ACRN: AJ  
CUMULATIVE AMOUNT: \$200,000  
ACCT CLASS: 5703600 290 4750 674478 28060F 503000 F78100  
REF: NACXXX00680104  
ORDER NO/PRON: NACXXX00680104-01 FUNDED AMT: \$200,000 (P00043)

000777

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

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

\*NOT-TO-EXCEED (NTE)

000778

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:

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

H-10. INCREMENTAL FUNDING OF THE CONTRACT:

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

b. Pursuant to the Limitation of Funds clause, the sum of [redacted] is presently allotted to CLIN 0001 and available for payment to cover the work to be performed hereunder until 30 Sep 99. The amount of [redacted] is obligated for Potential Fee for a total amount of [redacted] for CLIN 0001. (b)(4)

c. Pursuant to the LIMITATION OF FUNDS clause, the sum of [redacted] is presently allotted to CLIN 0003 and available for payment to cover the work to be performed hereunder until 24 Jan 03. The amount of [redacted] is obligated for Potential Fee (if applicable), for a total amount of [redacted] for CLIN 0003. It is anticipated that funds will be allotted and obligated (combined amounts for Cost and Potential Fee) as follows: (b)(4)

	<u>PLANNED DATE OF FUNDING</u>	<u>AMOUNT</u>	<u>CUMULATIVE</u>
		(In Millions)	
CLIN 0001	Current Obligations (Jun 99)		\$440,100

000779

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE	PAGE OF PAGES	
				V	1	2
2. AMENDMENT/MODIFICATION NO. P00075	3. EFFECTIVE DATE 23-Dec-2002	4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (if applicable)		
6. BY SPRANCE & MISSILE DEFENSE COMMAND PO BOX 1566 HUNTSVILLE AL 35807-3801	CODE W31RPD	7. ADMINISTERED BY (If other than item 6) DCM TYNGSBORO PO BOX 888 TYNGSBORO MA 01579		CODE NONE		
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) RAYTHEON COMPANY 180 HARTWELL ROAD BEDFORD MA 01730-0000				9A. AMENDMENT OF SOLICITATION NO.		
				9B. DATED (SEE ITEM 11)		
				X 10A. MOD. OF CONTRACT/ORDER NO. DASG60-98-C-0001		
				X 10B. DATED (SEE ITEM 13) 20-Aug-1998		
CODE 04164		FACILITY CODE				
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS						
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer: <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended.						
Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.						
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule						
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.						
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.						
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B). IS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:						
X D. OTHER (Specify type of modification and authority) Special Contract Requirements Paragraph H-3, OPTIONS						
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.						
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Due to a Standard Procurement System defect, the date in block 10b of the SF30 may be inaccurate. That date should be 30 JAN 1998.  A portion of Option CLIN 0009 is hereby exercised and funded as set forth below:  CLIN 0009AA 1,773 hours \$250,000  The contract is modified as described herein.						
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.						
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)		
				(b)(6)		
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)		15C. DATE SIGNED		16C. DATE SIGNED 23-Dec-2002		
				(Signature of Contracting Officer)		

EXCEPTION TO SF 30  
APPROVED BY OIRM 11-84

30-105-04

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

000780

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

1. As a result of the option exercise, the contract amount is increased by \$250,000. Standard 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:

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

(b)(4)

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

SubCLIN 0009AA:

ACRN: AV  
ACCT CLASS: 213 2040 5Q 5117 P172419E55 255Y ER3D731000 S01021 ER3D731000/34KJLE/4K0000  
ORDER NO: ER3D731000-01 FUNDED AMOUNT: \$250,000 (P00075)

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

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

(b)(4)

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

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

ADD  
Page 1, Modification P00075  
Page 3B, Modification P00075  
Page 13C, Modification P00075  
Page 14B, Modification P00075

000781

<b>AWARD/CONTRACT</b>		1. THIS CONTRACT IS A AITD ORDER UNDER DFAS (15 CFR 350)	RAT-NO DO-A2	PAGE OF 1	PAGES 13
CONTRACT / Proc. Inv. Mod. No. <b>DASG60-98-C-0001</b>		3. EFFECTIVE DATE 98 Jan 30	4. REQUISITION/PURCHASE REQU. STR. PROJECT NO. ORDER NO.: ER8D700500-01		
IFD BY ARMY SPACE AND MISSILE DEFENSE COMMAND ITR & ACQ MGT OFC, SMDC-CM-CN P.O. BOX 1500, HUNTSVILLE, AL 35807-3801		CODE W31RPD	8. ADMINISTERED BY (If other than item 5) DEFENSE LOGISTICS AGENCY P.O. BOX 928 Hanover, MD 21076		
[REDACTED]		SCD: A      AOP: NA      PAS: NONE			(b)(6)

7. NAME AND ADDRESS OF CONTRACTOR (No. street, city, country, State and ZIP Code) RAYTHEON COMPANY dba RAYTHEON SYSTEMS COMPANY 180 HARTWELL ROAD BEDFORD, MA 01730		6. DELIVERY <input type="checkbox"/> FOB ORIGIN <input checked="" type="checkbox"/> OTHER (See below)
CODE 04164      FACILITY CODE		9. DISCOUNT FOR PROMPT PAYMENT NET
11. SHIP TO/MAKE FOR SEE DISTRIBUTION LIST ATTACHED TO DD FORM 1423		10. SUBMIT INVOICES (If copies unless otherwise specified) TO THE ADDRESS SHOWN BY: ITEM See Section G, Para. G-1

12. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input checked="" type="checkbox"/> 10 USC 2304(e)(1) (B) <input type="checkbox"/> 41 USC 301(e)(1)	13. PAYMENT WILL BE MADE BY DFAS Columbus Center mailing procedures provided under separate cover
14. ACCOUNTING AND APPROPRIATION DATA See Section G-5	

15A. ITEM NO.	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
See Section B for Items 15A through 15F					
15G. TOTAL AMOUNT OF CONTRACT					146,324,422

(✓) SEC.	DESCRIPTION	PAGE(S)	(✓) SEC.	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE			PART II - CONTRACT CLAUSES		
✓ A	SOLICITATION/CONTRACT FORMS	1	✓ I	CONTRACT CLAUSES	25-42
✓ B	SUPPLIES OR SERVICES AND PRICES/COSTS	2-7	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.		
✓ C	DESCRIPTIONS/SPEC./WORK STATEMENT		✓ J	LIST OF ATTACHMENTS	47-48
✓ D	PACKAGING AND MARKING	8	PART IV - REPRESENTATIONS AND RESTRICTIONS		
✓ E	INSPECTION AND ACCEPTANCE	9	✓ K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	
✓ F	DELIVERABLE OR PERFORMANCE	10-11	✓ L	INSTRS., CONDLS., AND NOTICES TO OFFERORS	
✓ G	CONTRACT ADMINISTRATION DATA	12-15	✓ M	EVALUATION FACTORS FOR AWARD	
✓ H	SPECIAL CONTRACT REQUIREMENTS	18-24			

**CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE**

17. <input checked="" type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return copies to issuing office). Contractor agrees to furnish and deliver all items or portions of the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)	18. <input type="checkbox"/> AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number _____ including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.
19. NAME AND TITLE OF BUYER (Type or print) See Page 1A	20A. NAME OF CONTRACTING OFFICER See Page 1A
NAME OF CONTRACTOR [REDACTED]	20B. UNITED STATES OF AMERICA
19C. DATE SIGNED	20C. DATE SIGNED
[REDACTED]	BY [REDACTED] (Signature of Contracting Officer)

000782



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

(b)  
(4)

000783

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  
 CUMULATIVE AMOUNT: \$45,000  
 ACCT CLASS: 2102040 36 9618 P172419E55 255Y ER0D731900 S01021  
 ER0D731900/0YYJLE/H  
 ORDER NO/PRON: ER0D731900-01 FUNDED AMT: \$45,000 (P00048)

ACRN: AQ  
 CUMULATIVE AMOUNT: \$45,106  
 ACCT CLASS: 2112040 36 9618 P172419E55 255Y ER1D732000 S01021  
 ER1D732000/1HHJLE/H  
 ORDER NO/PRON: ER1D732000-01 FUNDED AMT: \$45,106 (P00057)

ACRN: AV  
 CUMULATIVE AMOUNT: \$250,000  
 ACCT CLASS: 213 2040 5Q 5117 P172419E55 255Y ER3D731000 S01021  
 ER3D731000/34KJLE/4K0000  
 ORDER NO/PRON: ER3D731000-01 FUNDED AMT: \$250,000 (P00075)

## (b) SUBCLIN 0009AB:

ACRN: AQ  
 CUMULATIVE AMOUNT: \$59,894  
 ACCT CLASS: 2112040 36 9618 P172419E55 255Y ER1D732000 S01021  
 ER1D732000/1HHJLE/H  
 ORDER NO/PRON: ER1D732000-01 FUNDED AMT \$24,894 (P00057)  
 ER1D732000-02 FUNDED AMT \$35,000 (P00069)

ACRN: AR  
 CUMULATIVE AMONT: \$35,000  
 ACCT CLASS: 212 2040 5Q 5Q17 P172419E55 255Y ER2D731400 S01021  
 ER2D731400/24KJLE/4K0000  
 ORDER NO/PRON: ER2D731400-01 FUNDED AMT: \$35,000 (P00057)

000784

SUBCLIN 0007AB


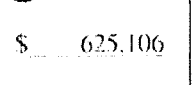
- (1) Amount Required for Full Funding, Including Fee(s): \$ 10,868,600\*
- (2) Amount Allotted Under the LOF Clause for Payment of Costs: \$ -0-
- (3) Amount Separately Obligated for Payment of Target Fee: \$ -0-
- (4) Total Amount Allotted and Obligated: \$ -0-
- (5) Net Amount Required for Full Funding: \$ 10,868,600\*
- (6) Estimated Period of Performance the Allotted Amount Will Cover:

SUBCLIN 0007AC

- (1) Amount Required for Full Funding, Including Fee(s): \$ 61,868,600\*
- (2) Amount Allotted Under the LOF Clause for Payment of Costs: \$ -0-
- (3) Amount Separately Obligated for Payment of Target Fee: \$ -0-
- (4) Total Amount Allotted and Obligated: \$ -0-
- (5) Net Amount Required for Full Funding: \$ 61,868,600\*
- (6) Estimated Period of Performance the Allotted Amount Will Cover:

e. CLINs 0009 and 0010:

SUBCLIN 0009AA:

- (1) Amount Required for Full Funding, Including Fee(s): \$ 14,095,880
- (2) Amount Allotted Under the LOF Clause for Payment of Costs: 
- (3) Amount Separately Obligated for Payment of Fee: 
- (4) Total Amount Allotted and Obligated: \$ 625,106
- (5) Net Amount Required for Full Funding: \$ 13,470,774
- (6) Estimated Period of Performance the Allotted Amount Will Cover:

(b)(4)

\*NOT-TO-EXCEED (NTE)

000785

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1 CONTRACT ID CODE  
V  
PAGE OF PAGES  
1 2

2 AMENDMENT/MODIFICATION NO  
P00078  
3 EFFECTIVE DATE  
W31RPD  
4 REQUISITION/PURCHASE REQ. NO  
5 PROJECT #0 (if applicable)  
6 Y CODE  
DEFENSE COMMAND  
PO BOX 1500  
MUNTSVILLE AL 35807-3901  
7 ADMINISTERED BY (if other than item 6)  
DCM TYNGSBORO  
PO BOX 868  
TYNGSBORO MA 01870  
CODE NONE

8 NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)  
RAYTHEON COMPANY  
180 HAWTWELL ROAD  
BEDFORD MA 01730-0000  
9A AMENDMENT OF SOLICITATION NO.  
9B DATED (SEE ITEM 11)  
X 10A MOD. OF CONTRACT/ORDER NO.  
DASG60-98-C-0001  
10B DATED (SEE ITEM 13)  
X 20-Aug-1998  
ODE 04164 FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS  
 The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer  is extended.  is not extended.  
 Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:  
 (a) By completing lines 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted;  
 or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE  
 RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN  
 REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter,  
 provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

ACCOUNTING AND APPROPRIATION DATA (If required)  
See Schedule

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS.  
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.  
 A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE  
CONTRACT ORDER NO. IN ITEM 10A.  
 D. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying  
office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).  
 C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:  
FAR 52.232-22, "Limitation of Funds"  
 E. OTHER (Specify type of modification and authority)

IMPORTANT: Contractor  is not,  is required to sign this document and return \_\_\_\_\_ copies to the issuing office.  
 DESCRIPTION OF AMENDMENT/MODIFICATION: (Organized by UCF section headings, including solicitation/contract subject matter  
 where applicable.)  
 Standard Procurement System defect, the date in Block 10b of the SF30 may be inaccurate. That date should be 30 JAN 1998.  
 Purpose of this modification is to decrease incremental funding in the amount of \$250,000 for performance of CLIN 0009AA.

(b)(6) (b)(6) (b)(6)  
 15C. DATE SIGNED 1/7/03  
 16C. DATE SIGNED 1/7/03

000786

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

The following items are applicable to this modification:

NARRATIVE

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

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

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

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

SubCLIN 0009AA:

ACRN: AV  
ACCT CLASS: 213 2040 5Q 5117 P172419E55 255Y ER3D731000 S01021 ER3D731000/34KJLE/4K0000  
ORDER NO: ER3D731000-01 FUNDED AMOUNT: \$250,000 (P00075)  
ER3D731000-02 FUNDED AMOUNT: (\$250,000) (P00076)

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

SUBCLIN 0009AA

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

(b)(4)

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

DELETE

Page 1, Modification P00075  
Page 3B, Modification P00075  
Page 13C, Modification P00075  
Page 14B, Modification P00075

ADD

Page 1, Modification P00076  
Page 3B, Modification P00076  
Page 13C, Modification P00076  
Page 14B, Modification P00076

000787

MODIFICATION P00076

PREVIOUS P00075

<b>AWARD/CONTRACT</b>		1. THIS CONTRACT IS A MATR. ORDER UNDER OPMR (18 CFR 201)	AS-700 <b>DO-A2</b>	PAGE OF 1 49
CONTRACT No. and Date		2. EFFECTIVE DATE	3. MODIFICATION NUMBER, DATE, AND CLARITY No.	
<b>DASG80-88-C-0001</b>		<b>98 Jan 30</b>	<b>ORDER NO.: ER80750300-01</b>	
TO OF <b>ARMY SPACE AND MISSILE DEFENSE COMMAND</b> ITR & ACQ MGT OPC, SHOC-CA-CH P.O. BOX 1500, HUNTSVILLE, AL 35807-3801		4. ADMINISTRATOR OF (if other than item 2) <b>DEFENSE LOGISTICS AGENCY</b> P.O. BOX 928 Randover, MD 21076		
[REDACTED] (b)(6)		5. AGENCY USE ONLY (Leave blank) <b>SCD: A      ADP: MA      PAS: NONE</b>		

7. NAME AND ADDRESS OF CONTRACTOR (Do not include street and ZIP Code)		8. DELIVERY
<b>RAYTHEON COMPANY</b> c/o RAYTHEON SYSTEMS COMPANY 180 BARTWELL ROAD BEDFORD, MA 01730		<input type="checkbox"/> FOB CONSIGNEE <input checked="" type="checkbox"/> OTHER (See below)
		9. METHOD FOR PROMPT PAYMENT
		<b>NET</b>
		10. SHIPMENT ORIGIN (If other than consignor, specify TO THE ADDRESS shown on invoice)
		FROM (See Section G, Para. G-1)

11. END USER (For SEE DISTRIBUTION LIST ATTACHED TO DD FORM 1425)	12. PAYMENT WILL BE MADE BY (OFAS Columbus Center mailing procedures provided under separate cover)
CODE 04164      FACILITY CODE	

13. AGREEMENT FOR OTHER THAN FULL AND OPEN COMPETITION	14. ASSIGNMENT AND ASSIGNMENT DATA (See Section G-5)
<input checked="" type="checkbox"/> NO OTHER THAN FULL AND OPEN COMPETITION <input type="checkbox"/> OTHER THAN FULL AND OPEN COMPETITION	

15A. ITEM NO.	15B. SUPPLIER/ISSUE	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
See Section 8 for Items 15A through 15F					
					TOTAL AMOUNT OF ORDER: <b>- \$146,074,422</b>

16. TABLE OF CONTENTS		16. TABLE OF CONTENTS	
NO.	DESCRIPTION	NO.	DESCRIPTION
1	1. POLICY STATEMENTS	1	1. CONTRACT CLARIFICATIONS
2	2. SUPPLIES OR SERVICES AND PERFORMANCE	2-7	2. LIST OF DISCREPANCY REPORTS AND OTHER ATTACH.
3	3. DELIVERABLES/PRODUCT STATEMENTS	8	3. LIST OF DISCREPANCY REPORTS
4	4. PACKAGING AND SHIPPING	9	4. DISCREPANCY REPORTS
5	5. INSPECTION AND ACCEPTANCE	10-11	5. REPRESENTATIONS, REPRESENTATIONS AND OTHER STATEMENTS OF OFFENSES
6	6. DELIVERABLES OR PERFORMANCE	12-18	6. CONTRACT ADMINISTRATION DATA
7	7. CONTRACT ADMINISTRATION DATA	19-24	7. DISCREPANCY REPORTS FOR OTHER
8	8. SPECIAL CONTRACT REQUIREMENTS		

17. <input checked="" type="checkbox"/> CONTRACTOR'S RESERVATION AGREEMENT (Contractor to be placed in this box if the contractor and sponsor agree to the terms of this agreement. See Section G-5 for details.)	18. <input type="checkbox"/> AWARD (Contractor to be placed in this box if the contractor agrees to the terms of this agreement. See Section G-5 for details.)
---	--

19. NAME AND TITLE OF ORDERING OFFICE		20. NAME OF CONTRACTING OFFICE	
See Page 1A		See Page 1A	
NAME OF CONTRACTOR	100. DATE ORDERED	DEL. UNITED STATES OF AMERICA	200. DATE ORDERED
		BY	

FORM 7000-01, 10-80 (REV. 8-80) PREVIOUS EDITIONS UNDESIRABLE

(1) STANDARD FORM NO. 7000-01 Provided by GSA For MHS/DA/SL/2000

000788

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

(b)  
(4)

000789

ACRN: AK  
 CUMULATIVE AMOUNT: \$85,000  
 ACCT CLASS: 9700400 2520 0603173C 2564 BMDO0101129881 012123  
 REF: BMDO 0101129881  
 ORDER NO/PRON: BMDO0101129881-2 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  
 ACCT CLASS: 212 2040 5Q 5Q17 P172419E55 255Y ER2D731400 S01021  
 ER2D731400/24KJLE/4K0000  
 ORDER NO/PRON: ER2D731400-01 FUNDED AMT: \$35,000 (P00057)

000790



SUBCLIN 0007AB


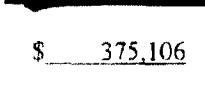
- (1) Amount Required for Full Funding, Including Fee(s): \$ 10,868,600\*
- (2) Amount Allotted Under the LOF Clause for Payment of Costs: \$ -0-
- (3) Amount Separately Obligated for Payment of Target Fee: \$ -0-
- (4) Total Amount Allotted and Obligated: \$ -0-
- (5) Net Amount Required for Full Funding: \$ 10,868,600\*
- (6) Estimated Period of Performance the Allotted Amount Will Cover:

SUBCLIN 0007AC

- (1) Amount Required for Full Funding, Including Fee(s): \$ 61,868,600\*
- (2) Amount Allotted Under the LOF Clause for Payment of Costs: \$ -0-
- (3) Amount Separately Obligated for Payment of Target Fee: \$ -0-
- (4) Total Amount Allotted and Obligated: \$ -0-
- (5) Net Amount Required for Full Funding: \$ 61,868,600\*
- (6) Estimated Period of Performance the Allotted Amount Will Cover:

e. CLINs 0009 and 0010:

SUBCLIN 0009AA:

- (1) Amount Required for Full Funding, Including Fee(s): \$ 14,095,880
- (2) Amount Allotted Under the LOF Clause for Payment of Costs: 
- (3) Amount Separately Obligated for Payment of Fee: 
- (4) Total Amount Allotted and Obligated: \$ 375,106
- (5) Net Amount Required for Full Funding: \$ 13,720,774
- (6) Estimated Period of Performance the Allotted Amount Will Cover:

(b)(4)

\*NOT-TO-EXCEED (NTE)

000791

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			1. CONTRACT ID CODE <b>V</b>	PAGE OF PAGES <b>1   3</b>
AMENDMENT/MODIFICATION NO. <b>077</b>	3. EFFECTIVE DATE <b>16-Jan-2003</b>	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)	
CODE <b>W31RPD</b>	7. ADMINISTERED BY (If other than item 6) DCM TYNGSBORO PO BOX 688 TYNGSBORO MA 01879		CODE	<b>NONE</b>
NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) AYTHEON COMPANY 80 HARTWELL ROAD EDFORD MA 01730-0000  UCF & MISSILE DEFENSE COMMAND BOX 1000 MONTICELLO AL 35807-3801  <b>(b)(6)</b>		9A. AMENDMENT OF SOLICITATION NO.  9B. DATED (SEE ITEM 11)  <input checked="" type="checkbox"/> 10A. MOD. OF CONTRACT/ORDER NO. <b>DASG60-98-C-0001</b> <input checked="" type="checkbox"/> 10B. DATED (SEE ITEM 13) <b>20-Aug-1998</b>		
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.		ACCOUNTING AND APPROPRIATION DATA (If required) <b>See Schedule</b>		
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.				
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.				
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).				
C. SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:				
D. OTHER (Specify type of modification and authority) <b>IAW FAR 52.232-22, Limitation of Funds</b>				
IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.				
DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) The purpose of this modification is to effect the following changes:  Provide incremental funding in the amount of \$1,500,000 for performance of CLIN 0003.  Provide additional funding in the amount of \$1,000,000 for performance of CLIN 0013.  All other terms and conditions remain unchanged and in full force and effect.  Due to a Standard Procurement System defect, the date in block 10b of the SF30 may be inaccurate. That date should be 30 Jan 98.				
As provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.				
A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)		
B. CONTRACTOR/OFFEROR		15C. DATE SIGNED		16C. DATE SIGNED
(Signature of person authorized to sign)		16B. SIGNATURE OF CONTRACTING OFFICER BY _____ (Signature of Contracting Officer)		16C. DATE SIGNED <b>16-Jan-2003</b> <b>(b)(6)</b>

(b)  
(h)

(b)  
(h)  
(b)

RECEPTION TO SF 30  
 PREPARED BY OIRM 11-84

30-105-04

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

000792

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

The following items are applicable to this modification:

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

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

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

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

a. Paragraph G-5, Accounting and Appropriation Data (CLINs 0003 and 0004), is modified to add the following:

ACRN: AT  
CUMULATIVE AMOUNT: \$6,000,000  
ACCT CLASS: 213 2040 5Q 5Q17 P172419E55 255Y ER3D730200 S01021  
ER3D730200/34KJLE/4K0000  
ORDER NO: ER3D730200-04 FUNDED AMT: \$1,500,000 (P00077)

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

ACRN: AU  
CUMULATIVE AMOUNT: \$5,775,000  
ACCT CLASS: 213 2040 5Q 5Q17 P172419E55 255Y ER3D730000 S01021  
ER3D730000/34KJLE/4K0000  
ORDER NO: ER3D730000-03 FUNDED AMT: \$1,000,000 (P00077)

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

CLINs 0003 and 0004:

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

(b)(4)

000793

2. SECTION I - CONTRACT CLAUSES, FAR 52.216-24, Limitation of Government Liability, is modified as follows:

(a) In performing CLIN 0013/0014 of this contract, the Contractor is not authorized to make expenditures or incur obligations exceeding \$5,775,000 dollars.

(b) The maximum amount for which the Government shall be liable for CLIN 0013/0014 if this contract is terminated is \$5,775,000 dollars.

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

DELETE

ADD

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

Page 13Bi, Modification P00077  
Page 13D, Modification P00077  
Page 14, Modification P00077  
Page 21, Modification P00077  
Page 31A, Modification P00077

000794

ACRN: AT  
CUMULATIVE AMOUNT: \$6,000,000  
ACCT CLASS: 213 2040 5Q 5Q17 P172419E55 255Y ER3D730200 S01021  
ER3D730200/34KJLE/4K0000  
ORDER NO: ER3D730200-01 FUNDED AMT: \$1,500,000 (P00070)  
ER3D730200-02 FUNDED AMT: \$1,500,000 (P00071)  
ER3D730200-03 FUNDED AMT: \$1,500,000 (P00074)  
ER3D730200-04 FUNDED AMT: \$1,500,000 (P00077)

CLIN 0009

(a) SUBCLIN 0009AA

ACRN: AJ  
CUMULATIVE AMOUNT: \$200,000  
ACCT CLASS: 5703600 290 4750 674478 28060F 503000 F78100  
REF: NACXXX00680104  
ORDER NO/PRON: NACXXX00680104-01 FUNDED AMT: \$200,000 (P00043)

000795

RAYTHEON COMPANY

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

CLIN 0013

ACRN: AU  
CUMULATIVE AMOUNT: \$5,775,000  
ACCT CLASS: 213 2040 5Q 5Q17 P172419E55 255Y ER3D730000 S0102 1  
ER3D730000/34KJLE/4K0000  
ORDER NO: ER3D730000-01 FUNDED AMT: \$ 775,000 (P00073)  
ER3D730000-02 FUNDED AMT: \$4,000,000 (P00073)  
ER3D730000-03 FUNDED AMT: \$1,000,000 (P00077)

000796

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

- a. CLINs 0001 and 0002:
  - (1) Amount Required for Full Funding: \$ 437,946
  - (2) Amount Allotted Under the LOF Clause for Payment of Costs: [REDACTED] (b)(4)
  - (3) Total Amount Allotted and Obligated: \$ 440,100
  - (4) Net Amount Required for Full Funding: (\$ 2,154)
  - (5) Estimated Period of Performance the Allotted Amount Will Cover: 30 Sep 99
  
- b. CLINs 0003 and 0004:
  - (1) Amount Required for Full Funding, Including Fee(s): \$145,166,476
  - (2) Amount Allotted Under the LOF Clause for Payment of Target Costs: [REDACTED] (b)(4)
  - (3) Amount Separately Obligated for Payment of Target Fee: [REDACTED]
  - (4) Total Amount Allotted and Obligated: \$ 92,653,422\*
  - (5) Net Amount Required for Full Funding: \$ 52,513,054\*
  - (6) Estimated Period of Performance the Allotted Amount Will Cover: 24 Feb 03
  
- c. CLINs 0005 and 0006:  
SUBCLIN 0005AA
  - (1) Amount Required for Full Funding, Including Fee(s): \$164,011,800\*
  - (2) Amount Allotted Under the LOF Clause for Payment of Costs: \$ -0-
  - (3) Amount Separately Obligated for Payment of Target Fee: \$ -0-
  - (4) Total Amount Allotted and Obligated: \$ -0-
  - (5) Net Amount Required for Full Funding: \$164,011,800\*
  - (6) Estimated Period of Performance the Allotted Amount Will Cover:

\*NOT-TO-EXCEED (NTE)

000797

H-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:

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

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

H-10. INCREMENTAL FUNDING OF THE CONTRACT:

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

b. Pursuant to the Limitation of Funds clause, the sum of [redacted] is presently allotted to CLIN 0001 and available for payment to cover the work to be performed hereunder until 30 Sep 99. The amount of [redacted] is obligated for Potential Fee for a total amount of [redacted] for CLIN 0001.

(b)(4)

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

(b)(4)

	PLANNED DATE OF FUNDING	AMOUNT	CUMULATIVE
		(In Millions)	
CLIN 0001	Current Obligations (Jun 99)		\$440,100

000798



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

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

(a) In performing CLIN 0013/0014 of this contract, the Contractor is not authorized to make expenditures or incur obligations exceeding \$5,775,000 dollars.

(b) The maximum amount for which the Government shall be liable for CLIN 0013/0014 if this contract is terminated is \$5,775,000 dollars.

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

(a) Reimbursement rate. Pending the placing of the definitive contract referred to in this letter contract, the Government will promptly reimburse the Contractor for all allowable costs under this contract at the following rates:

(1) One hundred percent of approved costs representing financing payments to subcontractors under fixed-price subcontracts; provided, that the Government's payments to the Contractor will not exceed 80 percent of the allowable costs of those subcontractors.

(2) One hundred percent of approved costs representing cost-reimbursement subcontracts; provided, that the Government's payments to the Contractor shall not exceed 85 percent of the allowable costs of those subcontractors.

(3) Eighty-five percent of all other approved costs.

(b) Limitation of reimbursement. To determine the amounts payable to the Contractor under this letter contract, the Contracting Officer shall determine allowable costs in accordance with the applicable cost principles in Part 31 of the Federal Acquisition Regulation (FAR). The total reimbursement made under this paragraph shall not exceed 85 percent of the maximum amount of the Government's liability, as stated in this contract.

(c) Invoicing. Payments shall be made promptly to the Contractor when requested as work progresses, but (except for small business concerns) not more often than every 2 weeks, in amounts approved by the Contracting Officer. The Contractor may submit to an authorized representative of the Contracting Officer, in such form and reasonable detail as the representative may require, an invoice or voucher supported by a statement of the claimed allowable cost incurred by the Contractor in the performance of this contract.

000799

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			1 CONTRACT ID CODE <b>V</b>	PAGE OF PAGES <b>1   2</b>
AMENDMENT/MODIFICATION NO. <b>00078</b>	3. EFFECTIVE DATE <b>20-Feb-2003</b>	4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If applicable)
BY <b>SPACE &amp; MISSILE DEFENSE COMMAND</b> <b>(b)(6)</b> HUNTSVILLE AL 35807-3601	CODE <b>W31RPD</b>	7. ADMINISTERED BY (If other than item 6) DCM TYNGSBORO PO BOX 688 TYNGSBORO MA 01879		CODE <b>NONE</b>
NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) RAYTHEON COMPANY 180 HARTWELL ROAD BEDFORD MA 01730-0000			9A. AMENDMENT OF SOLICITATION NO.	
			9B. DATED (SEE ITEM 11)	
			<input checked="" type="checkbox"/>	10A. MOD. OF CONTRACT/ORDER NO. DASG60-98-C-0001
			<input checked="" type="checkbox"/>	10B. DATED (SEE ITEM 13) 20-Aug-1998
ODE <b>04164</b>	FACILITY CODE			
<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>				
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended.				
<p>Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:</p> <p>(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.</p>				
<b>2. ACCOUNTING AND APPROPRIATION DATA (If required)</b>				
<b>See Schedule</b>				
<b>13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.</b>				
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.				
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying _____, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).				
C. SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:				
D. OTHER (Specify type of modification and authority) IAW FAR 52.232-22, Limitation of Funds				
IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.				
4. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) The purpose of this modification is to provide additional funding in the amount of \$2,195,000 for performance of CLIN 0013.  All other terms and conditions remain unchanged and in full force and effect.  Due to a Standard Procurement System defect, the date in block 10b of the SF30 may be inaccurate. That date should be 30 Jan 98.				
except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.				
5A. NAME AND TITLE OF SIGNER (Type or print)		15A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)		
<b>(b)(6)</b>		<b>(b)(6)</b>		
5B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	15B. DATE SIGNED		
<b>(b)(6)</b>	<b>(b)(6)</b>	<b>(b)(6)</b>		
(Signature of person authorized to sign)	(Signature of Contracting Officer)	Feb-2003		

EXCEPTION TO SF 30  
APPROVED BY OIRM 11-84

30-105-04

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

000800

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

**The following items are applicable to this modification:**

SECTION A - SOLICITATION/CONTRACT FORM  
MODIFICATION

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

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

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

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

ACRN:	AU
CUMULATIVE AMOUNT:	\$7,970,000
ACCT CLASS:	213 2040 5Q 5Q17 P172419E55 255Y ER3D730000 S01021 ER3D730000/34KJLE/4K0000
ORDER NO:	ER3D730000-04 FUNDED AMT: \$2,195,000 (P00078)

2. SECTION I - CONTRACT CLAUSES, FAR 52.216-24, Limitation of Government Liability, is modified as follows:

(a) In performing CLIN 0013/0014 of this contract, the Contractor is not authorized to make expenditures or incur obligations exceeding \$7,970,000 dollars.

(b) The maximum amount for which the Government shall be liable for CLIN 0013/0014 if this contract is terminated is \$7,970,000 dollars.

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

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

000801

RAYTHEON COMPANY

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

CLIN 0013

ACRN: AU  
CUMULATIVE AMOUNT: \$7,970,000  
ACCT CLASS: 213 2040 5Q 5Q17 P172419E55 255Y ER3D730000 S01021  
ER3D730000/34KJLE/4K0000  
ORDER NO: ER3D730000-01 FUNDED AMT: \$ 775,000 (P00073)  
ER3D730000-02 FUNDED AMT: \$4,000,000 (P00073)  
ER3D730000-03 FUNDED AMT: \$1,000,000 (P00077)  
ER3D730000-04 FUNDED AMT: \$2,195,000 (P00078)

000802

THE FOLLOWING FAR FULL TEXT CLAUSES APPLY:

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

(a) In performing CLIN 0013/0014 of this contract, the Contractor is not authorized to make expenditures or incur obligations exceeding \$7,970,000 dollars.

(b) The maximum amount for which the Government shall be liable for CLIN 0013/0014 if this contract is terminated is \$7,970,000 dollars.

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

(a) Reimbursement rate. Pending the placing of the definitive contract referred to in this letter contract, the Government will promptly reimburse the Contractor for all allowable costs under this contract at the following rates:

(1) One hundred percent of approved costs representing financing payments to subcontractors under fixed-price subcontracts; provided, that the Government's payments to the Contractor will not exceed 80 percent of the allowable costs of those subcontractors.

(2) One hundred percent of approved costs representing cost-reimbursement subcontracts; provided, that the Government's payments to the Contractor shall not exceed 85 percent of the allowable costs of those subcontractors.

(3) Eighty-five percent of all other approved costs.

(b) Limitation of reimbursement. To determine the amounts payable to the Contractor under this letter contract, the Contracting Officer shall determine allowable costs in accordance with the applicable cost principles in Part 31 of the Federal Acquisition Regulation (FAR). The total reimbursement made under this paragraph shall not exceed 85 percent of the maximum amount of the Government's liability, as stated in this contract.

(c) Invoicing. Payments shall be made promptly to the Contractor when requested as work progresses, but (except for small business concerns) not more often than every 2 weeks, in amounts approved by the Contracting Officer. The Contractor may submit to an authorized representative of the Contracting Officer, in such form and reasonable detail as the representative may require, an invoice or voucher supported by a statement of the claimed allowable cost incurred by the Contractor in the performance of this contract.

000803

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

1 CONTRACT ID CODE PAGE OF PAGES

1 3

AMENDMENT/MODIFICATION NO <b>0079</b>	3. EFFECTIVE DATE <b>19-Mar-2003</b>	4. REQUISITION/PURCHASE RBQ. NO.	5. PROJECT NO. (If applicable)
ISSUED BY <b>ACE &amp; MISSILE DEFENSE COMMAND</b> <b>(b)(6)</b>	CODR <b>W31RPD</b>	7. ADMINISTERED BY (If other than item 6) <b>DCM TYNGSBORO</b> <b>PO BOX 688</b> <b>TYNGSBORO MA 01879</b>	CODE <b>NONE</b>
UNTSVILLE AL 35807-3801			

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

NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) <b>RAYTHEON COMPANY</b> <b>180 HARTWELL ROAD</b> <b>BEDFORD MA 01730-0000</b>	9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED (SEE ITEM 11)
	X 10A. MOD. OF CONTRACT/ORDER NO. <b>DASG80-98-C-0001</b>
	X 10B. DATED (SEE ITEM 13) <b>20-Aug-1998</b>

IDE **04164** FACILITY CODE

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

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

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

**ACCOUNTING AND APPROPRIATION DATA (If required)**

**See Schedule**

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

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B). SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
D. OTHER (Specify type of modification and authority) IAW FAR 52.232-22, Limitation of Funds

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

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

The purpose of this modification is to provide incremental funding in the amount of \$3,060,000 for performance of CLIN 0003.

All other terms and conditions remain unchanged and in full force and effect.

Due to a Standard Procurement System defect, the date in block 10b of the SF30 may be inaccurate. That date should be 30 Jan 98.

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

5A. NAME AND TITLE OF SIGNER (Type or print)	5C. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) <b>(b)(6)</b>		
5B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	15D. UNITED STATES OF AMERICA <b>(b)(6)</b>	16C. DATE SIGNED <b>(b)(6)</b> <b>19-Mar-2003</b>
(Signature of person authorized to sign)		(Signature of Contracting Officer)	

(b)  
(b)  
(b)

EXCEPTION TO SF 30  
APPROVED BY OIRM 11-84

30-105-04

STANDARD FORM 30 (Rev. 10-83)  
Prescribed by GSA  
FAR (48 CFR) 33.243

000804

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

The following items are applicable to this modification:

SECTION A - SOLICITATION/CONTRACT FORM  
MODIFICATION

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

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

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

a. Paragraph G-5, Accounting and Appropriation Data (CLINs 0003 and 0004), is modified to add the following:

ACRN: AT  
CUMULATIVE AMOUNT: \$8,960,000  
ACCT CLASS: 213 2040 5Q 5Q17 P172419E55 255Y ER3D730200 S01021  
ER3D730200/34KJLE/4K0000  
ORDER NO: ER3D730200-05 FUNDED AMT: \$2,960,000 (P00079)

ACRN: AW  
CUMULATIVE AMOUNT: \$100,000  
ACCT CLASS: 973 0400 1202 183 JT01 606051 65126J 59241 525700  
NMIPR039207  
ORDER NO: NMIPR039207 FUNDED AMT: \$100,000 (P00079)

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

CLINs 0003 and 0004:

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

(b)(4)

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

000805

DELETE

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

ADD

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

000806



ACRN: AT  
CUMULATIVE AMOUNT: \$8,960,000  
ACCT CLASS: 213 2040 5Q 5Q17 P172419E55 255Y ER3D730200 S01021  
ER3D730200/34KJLE/4K0000  
ORDER NO: ER3D730200-01 FUNDED AMT: \$1,500,000 (P00070)  
ER3D730200-02 FUNDED AMT: \$1,500,000 (P00071)  
ER3D730200-03 FUNDED AMT: \$1,500,000 (P00074)  
ER3D730200-04 FUNDED AMT: \$1,500,000 (P00077)  
ER3D730200-05 FUNDED AMT: \$2,960,000 (P00079)

ACRN: AW  
CUMULATIVE AMOUNT: \$100,000  
ACCT CLASS: 973 0400 1202 183 JT01 606051 65126J 59241 525700  
NMIPR039207  
ORDER NO: NMIPR039207 FUNDED AMT: \$100,000 (P00079)

CLIN 0009

(a) SUBCLIN 0009AA

ACRN: AJ  
CUMULATIVE AMOUNT: \$200,000  
ACCT CLASS: 5703600 290 4750 674478 28060F 503000 F78100  
REF: NACXXX00680104  
ORDER NO/PRON: NACXXX00680104-01 FUNDED AMT: \$200,000 (P00043)

000807

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

- a. CLINs 0001 and 0002:
  - (1) Amount Required for Full Funding: \$ 437,946
  - (2) Amount Allotted Under the LOF Clause for Payment of Costs: [REDACTED] (b)(4)
  - (3) Total Amount Allotted and Obligated: \$ 440,100
  - (4) Net Amount Required for Full Funding: (\$ 2,154)
  - (5) Estimated Period of Performance the Allotted Amount Will Cover: 30 Sep 99
  
- b. CLINs 0003 and 0004:
  - (1) Amount Required for Full Funding, Including Fee(s): \$145,166,476
  - (2) Amount Allotted Under the LOF Clause for Payment of Target Costs: [REDACTED]
  - (3) Amount Separately Obligated for Payment of Target Fee: [REDACTED] (b)(4)
  - (4) Total Amount Allotted and Obligated: \$ 95,713,422\*
  - (5) Net Amount Required for Full Funding: \$ 49,453,054\*
  - (6) Estimated Period of Performance the Allotted Amount Will Cover: 23 May 03
  
- c. CLINs 0005 and 0006:
  - SUBCLIN 0005AA
  - (1) Amount Required for Full Funding, Including Fee(s): \$164,011,800\*
  - (2) Amount Allotted Under the LOF Clause for Payment of Costs: \$ -0-
  - (3) Amount Separately Obligated for Payment of Target Fee: \$ -0-
  - (4) Total Amount Allotted and Obligated: \$ -0-
  - (5) Net Amount Required for Full Funding: \$164,011,800\*
  - (6) Estimated Period of Performance the Allotted Amount Will Cover:

\*NOT-TO-EXCEED (NTE)

000808

**H-8. GOVERNMENT-FURNISHED FUELS PROVIDED 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:

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

**H-10. INCREMENTAL FUNDING OF THE CONTRACT:**

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

b. Pursuant to the Limitation of Funds clause, the sum of [redacted] is presently allotted to CLIN 0001 and available for payment to cover the work to be performed hereunder until 30 Sep 99. The amount of [redacted] is obligated for Potential Fee for a total amount of [redacted] for CLIN 0001. (b)(4)

c. Pursuant to the LIMITATION OF FUNDS clause, the sum of [redacted] is presently allotted to CLIN 0003 and available for payment to cover the work to be performed hereunder until 23 May 03. The amount of [redacted] is obligated for Potential Fee (if applicable), for a total amount of [redacted] for CLIN 0003. It is anticipated that funds will be allotted and obligated (combined amounts for Cost and Potential Fee) as follows: (b)(4)

	PLANNED DATE OF FUNDING	AMOUNT	CUMULATIVE
		(In Millions)	
CLIN 0001	Current Obligations (Jun 99)		\$440,100

000809

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1 CONTRACT ID CODE	PAGE OF PAGES	
				V	1	2
AMENDMENT/MODIFICATION NO 00080	3. EFFECTIVE DATE 15-Jul-2003	4 REQUISITION/PURCHASE RFQ. NO.		5 PROJECT NO (if applicable)		
1V SPACE & MISSILE DEFENSE COMMAND [REDACTED] (b)(6) HUNTSVILLE AL 35807-3801	CODE W31RPD	7 ADMINISTERED BY (If other than item 6) DCM TYNGSBORO PO BOX 688 TYNGSBORO MA 01879		CODE	NONE	
NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) RAYTHEON COMPANY 180 HARTWELL ROAD BEDFORD MA 01730-0000				9A. AMENDMENT OF SOLICITATION NO.		
				9B. DATED (SEE ITEM 11)		
				X	10A. MOD. OF CONTRACT/ORDER NO. DASG60-98-C-0001	
				X	10B. DATED (SEE ITEM 13) 20-Aug-1998	
ODE: 04164	FACILITY CODE					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS						
<input type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.						
2. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule						
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.						
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.						
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying s, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B). ; SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:						
D. OTHER (Specify type of modification and authority) IAVV FAR 52.216-24, Limitation of Government Liability						
IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.						
4. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) The purpose of this modification is to provide incremental funding in the amount of \$3,396,000 for performance of CLIN 0013. All other terms and conditions remain unchanged and in full force and effect. Due to a Standard Procurement System defect, the date in block 10b of the SF30 may be inaccurate. That date should be 30 Jan 98.						
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.						
5A. NAME AND TITLE OF SIGNER (Type or print)				15A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)		
[REDACTED] (b)(6)				[REDACTED] (b)(6)		
5B. CONTRACTOR/OFFEROR		15C. DATE SIGNED		15B. UNITED STATES OF AMERICA		16C. DATE SIGNED
(Signature of person authorized to sign)		[REDACTED]		[REDACTED] (b)(6)		15-Jul-2003

EXCEPTION TO SF 30  
APPROVED BY OIRM 11-84

30-105-04

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

000810

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

**The following items are applicable to this modification:**

SECTION A - SOLICITATION/CONTRACT FORM  
MODIFICATION

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

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

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

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

ACRN:	AX
CUMULATIVE AMOUNT:	\$3,396,000
ACCT CLASS:	213 2040 5Q 5Q17 P172419E55 255Y ER3D740000 S01021 ER3D740000/34KJLE/4K0000
ORDER NO:	ER3D740000-01 FUNDED AMT: \$3,396,000 (P00080)

2. SECTION I - CONTRACT CLAUSES, FAR 52.216-24, Limitation of Government Liability, is modified as follows:

(a) In performing CLIN 0013/0014 of this contract, the Contractor is not authorized to made expenditures or incur obligations exceeding \$11,366,000.

(b) The maximum amount for which the Government shall be liable for CLIN 0013/0014 if this contract is terminated is \$11,366,000.

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

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

000811

RAYTHEON COMPANY

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

CLIN 0013

ACRN: AU  
CUMULATIVE AMOUNT: \$7,970,000  
ACCT CLASS: 213 2040 5Q 5Q17 P172419E55 255Y ER3D730000 S01021  
ER3D730000/34KJLE/4K0000  
ORDER NO: ER3D730000-01 FUNDED AMT: \$ 775,000 (P00073)  
ER3D730000-02 FUNDED AMT: \$4,000,000 (P00073)  
ER3D730000-03 FUNDED AMT: \$1,000,000 (P00077)  
ER3D730000-04 FUNDED AMT: \$2,195,000 (P00078)

ACRN: AX  
CUMULATIVE AMOUNT: \$3,396,000  
ACCT CLASS: 213 2040 5Q 5Q17 P172419E55 255Y ER3D740000 S01021  
ER3D740000/34KJLE/4K0000  
ORDER NO: ER3D740000-01 FUNDED AMT: \$3,396,000 (P00080)

000812

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

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

(a) In performing CLIN 0013/0014 of this contract, the Contractor is not authorized to make expenditures or incur obligations exceeding \$11,366,000 dollars.

(b) The maximum amount for which the Government shall be liable for CLIN 0013/0014 if this contract is terminated is \$11,366,000 dollars.

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

(a) Reimbursement rate. Pending the placing of the definitive contract referred to in this letter contract, the Government will promptly reimburse the Contractor for all allowable costs under this contract at the following rates:

(1) One hundred percent of approved costs representing financing payments to subcontractors under fixed-price subcontracts; provided, that the Government's payments to the Contractor will not exceed 80 percent of the allowable costs of those subcontractors.

(2) One hundred percent of approved costs representing cost-reimbursement subcontracts; provided, that the Government's payments to the Contractor shall not exceed 85 percent of the allowable costs of those subcontractors.

(3) Eighty-five percent of all other approved costs.

(b) Limitation of reimbursement. To determine the amounts payable to the Contractor under this letter contract, the Contracting Officer shall determine allowable costs in accordance with the applicable cost principles in Part 31 of the Federal Acquisition Regulation (FAR). The total reimbursement made under this paragraph shall not exceed 85 percent of the maximum amount of the Government's liability, as stated in this contract.

(c) Invoicing. Payments shall be made promptly to the Contractor when requested as work progresses, but (except for small business concerns) not more often than every 2 weeks, in amounts approved by the Contracting Officer. The Contractor may submit to an authorized representative of the Contracting Officer, in such form and reasonable detail as the representative may require, an invoice or voucher supported by a statement of the claimed allowable cost incurred by the Contractor in the performance of this contract.

000813

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>				1. CONTRACT ID CODE <b>V</b>	PAGE OF PAGES <b>1   2</b>	
AMENDMENT/MODIFICATION NO. <b>P00081</b>	3. EFFECTIVE DATE <b>15-Jul-2003</b>	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)			
TYPE CODE <b>W31RPD</b> SPACE & MISSILE DEFENSE COMMAND (b)(6) HUNTSVILLE AL 35807-3601		7. ADMINISTERED BY (If other than item 6) DCM TYNGSBORO PO BOX 688 TYNGSBORO MA 01879		CODE: <b>NONE</b>		
NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) RAYTHEON COMPANY 180 HARTWELL ROAD BEDFORD MA 01730-0000				9A. AMENDMENT OF SOLICITATION NO.		
				9B. DATED (SEE ITEM 11)		
				<b>X</b>	10A. MOD. OF CONTRACT/ORDER NO. <b>DASG60-98-C-0001</b>	
				<b>X</b>	10B. DATED (SEE ITEM 13) <b>20-Aug-1998</b>	
ODE <b>04164</b>		FACILITY CODE				
<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>						
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended.						
Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.						
<b>2. ACCOUNTING AND APPROPRIATION DATA (If required)</b>						
<b>See Schedule</b>						
<b>13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS.</b>						
<b>IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.</b>						
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.						
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying <del>no.</del> appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B). ; SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:						
D. OTHER (Specify type of modification and authority)						
IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.						
<b>4. DESCRIPTION OF AMENDMENT/MODIFICATION</b> (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) The purpose of this modification is to correct the accounting classification for ACRN AX on Modification P00080.  All other terms and conditions remain unchanged and in full force and effect.  Due to a Standard Procurement System defect, the date in block 10b of the SF30 may be inaccurate. That date should be 30 Jan 98.						
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.						
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)			
			(b)(6)			
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED		16C. DATE SIGNED		
(Signature of person authorized to sign)				(b)(6) 15-Jul-2008		
		(Signature of Contracting Officer)				

EXCEPTION TO SF 30  
 APPROVED BY OIRM 11-84

30-105-04

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

000814



SECTION SF 30 BLOCK 14 CONTINUATION PAGE

**The following items are applicable to this modification:**

SECTION A - SOLICITATION/CONTRACT FORM  
MODIFICATION

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

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

ACRN:	AX
CUMULATIVE AMOUNT:	\$3,396,000
ACCT CLASS:	213 2040 5Q 5Q17 P172419E55 255Y ER3D740000 S01021 ER3D740000/34KJLF/4K0000
ORDER NO:	ER3D740000-01 FUNDED AMT: \$3,396,000 (P00080)

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

DELETE

ADD

Page 13D, Modification P00080

Page 13D, Modification P00081

000815

RAYTHEON COMPANY

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)

000816

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE	PAGE OF PAGES
				V	1   2
AMENDMENT/MODIFICATION NO. P00082	3. EFFECTIVE DATE 31-Jul-2003	4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If applicable)	
BY SPACE & MISSILE DEFENSE COMMAND [REDACTED] (b)(6) PO BOX 1500 HUNTSVILLE AL 35807-3861	CODE W31RPD	7. ADMINISTERED BY (If other than item 6) DCM TYNGSBORO PO BOX 688 TYNGSBORO MA 01879		CODE NONE	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) RAYTHEON COMPANY 180 HARTWELL ROAD BEDFORD MA 01730-0000				9A. AMENDMENT OF SOLICITATION NO.	
				9B. DATED (SEE ITEM 11)	
				X 10A. MOD. OF CONTRACT/ORDER NO. DASG60-98-C-0001	
				X 10B. DATED (SEE ITEM 13) 20-Aug-1998	
CODE 04164	FACILITY CODE				
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended.					
Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
2. ACCOUNTING AND APPROPRIATION DATA (if required)					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
<input checked="" type="checkbox"/> B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying [X], appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B). <input type="checkbox"/> C. SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:					
D. OTHER (Specify type of modification and authority)					
3. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.					
4. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) The purpose of this modification is to provide a replacement DD 254 listed in Section J of the contract.  All other terms and conditions remain unchanged and in full force and effect.  Due to a Standard Procurement System defect, the date in block 10b of the SF30 may be inaccurate. That date should be 30 Jan 98.					
(except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.					
15A. NAME AND TITLE OF SIGNER (Type or print)		15C. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)			
		[REDACTED] (b)(6)			
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16A. UNITED STATES OF AMERICA	16C. DATE SIGNED		
(Signature of person authorized to sign)		[REDACTED] (b)(6)	31-Jul-2003		
		(Signature of Contracting Officer)			

EXCEPTION TO SF 30  
APPROVED BY OIRM 11-84

30-105-04

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


000817

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

The following items are applicable to this modification:

SECTION A - SOLICITATION/CONTRACT FORM  
MODIFICATION

1. SECTION I - LIST OF ATTACHMENTS, is hereby modified as follows:

TITLE	DATED	# OF PAGES	
Contract Security Classification Specification (DD Form 254-E), Rev 6	29 Jul 03	6	
	15 Nov 00	24	(b)(3)(A) (i)&Title 10 Sec 130 (a)(b)

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

DELETE	ADD
Page 47, Modification P00072 Page 49, Modification P00073	Page 47, Modification P00082 Page 49, Modification P00082


000818

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

SECTION J - LIST OF ATTACHMENTS

<u>TITLE</u>	<u>DATE</u>	<u># OF PAGES</u>
Award/Contract (SF 26) and Continuation Sheets		49
Contract Security Classification Specification (DD Form 254-E) Rev 6	29 Jul 03	6
Contract Data Requirements List (DD Form 1423) Exhibits A, B, and C, with Distribution List & Data Item Nos. A001, A0008, A0011, A013, A18 & A021	12 Oct 99 1 Sep 00	29 6
Scope of Work SW-JLENS-16-97, "JLENS Program," Rev. 2 With Attachment A	16 Nov 00 16 Nov 00	12 2
U.S. Army Strategic Defense Command Ballistic Missile Defense (BMD) Classification Guide, incorporated herein by reference. Upon request, the Contracting Officer will provide.	03 Jul 89	132
(b) (7)(E) [REDACTED] [REDACTED] 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) [REDACTED] attached hereto by reference and previously furnished.	Aug 2000	70

000819

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

000820

<b>DEPARTMENT OF DEFENSE CONTRACT SECURITY CLASSIFICATION SPECIFICATION</b> <i>(The requirements of the DoD Industrial Security Manual apply to all security aspects of this effort.)</i>			<b>1. CLEARANCE AND SAFEGUARDING</b> a. FACILITY CLEARANCE REQUIRED <span style="float: right;">(b)(7)(E)</span> b. LEVEL OF SAFEGUARDING		
<b>2. THIS SPECIFICATION IS FOR:</b> <i>(X and complete as applicable)</i>			<b>3. THIS SPECIFICATION IS:</b> <i>(X and complete as applicable)</i>		
<input checked="" type="checkbox"/>	a. PRIME CONTRACT NUMBER <b>DASG60-98-C-0001</b>			a. ORIGINAL <i>(Complete date in all cases)</i> <b>19980113</b>	DATE (YYYYMMDD)
	b. SUBCONTRACT NUMBER	<input checked="" type="checkbox"/>	b. REVISED <i>(Supersedes all previous specs)</i>	REVISION NO. <b>6</b>	DATE (YYYYMMDD) <b>20030729</b>
	c. SOLICITATION OR OTHER NUMBER		c. FINAL <i>(Complete Item 5 in all cases)</i>		DATE (YYYYMMDD)
<b>4. IS THIS A FOLLOW-ON CONTRACT?</b> <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO. If Yes, complete the following: Classified material received or generated under <b>DASG60-96-C-0190</b> <i>(Preceding Contract Number)</i> is transferred to this follow-on contract.					
<b>5. IS THIS A FINAL DD FORM 254?</b> <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO. If Yes, complete the following: In response to the contractor's request dated _____, retention of the classified material is authorized for the period of _____.					
<b>6. CONTRACTOR</b> <i>(Include Commercial and Government Entity (CAGE) Code)</i>					
a. NAME, ADDRESS, AND ZIP CODE <b>Raytheon Company 180 Hartwell Road Bedford, MA 01730</b>		b. CAGE CODE <b>04164</b>	c. COGNIZANT SECURITY OFFICE <i>(Name, Address, and Zip Code)</i> <b>Northeast Region DSS Barnes Building 495 Summer Street Boston, MA 02210-2192</b>		
<b>7. SUBCONTRACTOR</b>					
a. NAME, ADDRESS, AND ZIP CODE		b. CAGE CODE	c. COGNIZANT SECURITY OFFICE <i>(Name, Address, and Zip Code)</i>		
<b>ACTUAL PERFORMANCE</b>					
a. LOCATION <b>Same as Block 6a</b>  <b>See Block 13 - Remarks for additional performance locations</b>		b. CAGE CODE	c. COGNIZANT SECURITY OFFICE <i>(Name, Address, and Zip Code)</i>		
<b>9. GENERAL IDENTIFICATION OF THIS PROCUREMENT</b>  Conduct Advanced Studies Concerning Aerostat Applications for Cruise Missile Defense.					
<b>10. CONTRACTOR WILL REQUIRE ACCESS TO:</b>		YES	NO	<b>11. IN PERFORMING THIS CONTRACT, THE CONTRACTOR WILL:</b>	
a. COMMUNICATIONS SECURITY (COMSEC) INFORMATION				a. HAVE ACCESS TO CLASSIFIED INFORMATION ONLY AT ANOTHER CONTRACTOR'S FACILITY OR A GOVERNMENT ACTIVITY	
b. RESTRICTED DATA				b. RECEIVE CLASSIFIED DOCUMENTS ONLY	
c. CRITICAL NUCLEAR WEAPON DESIGN INFORMATION				c. RECEIVE AND GENERATE CLASSIFIED MATERIAL	
d. FORMERLY RESTRICTED DATA				d. FABRICATE, MODIFY, OR STORE CLASSIFIED HARDWARE	
e. INTELLIGENCE INFORMATION				e. PERFORM SERVICES ONLY	
(1) Sensitive Compartmented Information (SCI)				f. HAVE ACCESS TO U.S. CLASSIFIED INFORMATION OUTSIDE THE U.S., PUERTO RICO, U.S. POSSESSIONS AND TRUST TERRITORIES	
(2) Non-SCI				g. BE AUTHORIZED TO USE THE SERVICES OF DEFENSE TECHNICAL INFORMATION CENTER (DTIC) OR OTHER SECONDARY DISTRIBUTION CENTER	
f. SPECIAL ACCESS INFORMATION				h. REQUIRE A COMSEC ACCOUNT	
g. NATO INFORMATION				i. HAVE TEMPEST REQUIREMENTS	
h. FOREIGN GOVERNMENT INFORMATION				j. HAVE OPERATIONS SECURITY (OPSEC) REQUIREMENTS	
i. LIMITED DISSEMINATION INFORMATION		k. BE AUTHORIZED TO USE THE DEFENSE COURIER SERVICE			
FOR OFFICIAL USE ONLY INFORMATION		l. OTHER <i>(Specify)</i>			
OTHER <i>(Specify)</i>					
See Block 13 Remarks				See Block 13 Remarks	

000801

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

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

[Redacted]

(b)(7)(E)

to the Directorate for Freedom of Information and Security Review, Office of the Assistant Secretary of Defense (Public Affairs)\* for review. \*In the case of non-DoD User Agencies, requests for disclosure shall be submitted to that agency.

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

SEE ATTACHED PAGES

14. ADDITIONAL SECURITY REQUIREMENTS. Requirements, in addition to ISM requirements, are established for this contract.  Yes  No (If Yes, identify the pertinent contractual clauses in the contract document itself, or provide an appropriate statement which identifies the additional requirements. Provide a copy of the requirements to the cognizant security office. Use Item 13 if additional space is needed.)

(b) (7)(E) [Redacted]

- See Block 13, Remarks.

15. INSPECTIONS. Elements of this contract are outside the inspection responsibility of the cognizant security office.  Yes  No (If Yes, explain and identify specific areas or elements carved out and the activity responsible for inspections. Use Item 13 if additional space is needed.)

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

a. TYPED NAME OF CERTIFYING OFFICIAL [Redacted] (b)(6)	b. TITLE PROGRAM SECURITY MANAGER	c. TELEPHONE (Include Area Code) [Redacted] (b)(6)
---	--------------------------------------	---

d. ADDRESS (Include Zip Code)  
 II ENS Project Office  
 Huntsville, AL 35807-3801

17. REQUIRED DISTRIBUTION

<input checked="" type="checkbox"/>	a. CONTRACTOR
<input type="checkbox"/>	b. SUBCONTRACTOR
<input checked="" type="checkbox"/>	c. COGNIZANT SECURITY OFFICE FOR PRIME AND SUBCONTRACTOR
<input type="checkbox"/>	d. U.S. ACTIVITY RESPONSIBLE FOR OVERSEAS SECURITY ADMINISTRATION
<input checked="" type="checkbox"/>	e. ADMINISTRATIVE CONTRACTING OFFICER
<input checked="" type="checkbox"/>	f. OTHERS AS NECESSARY

e. SIGNATURE  
 [Redacted] (b)(6)

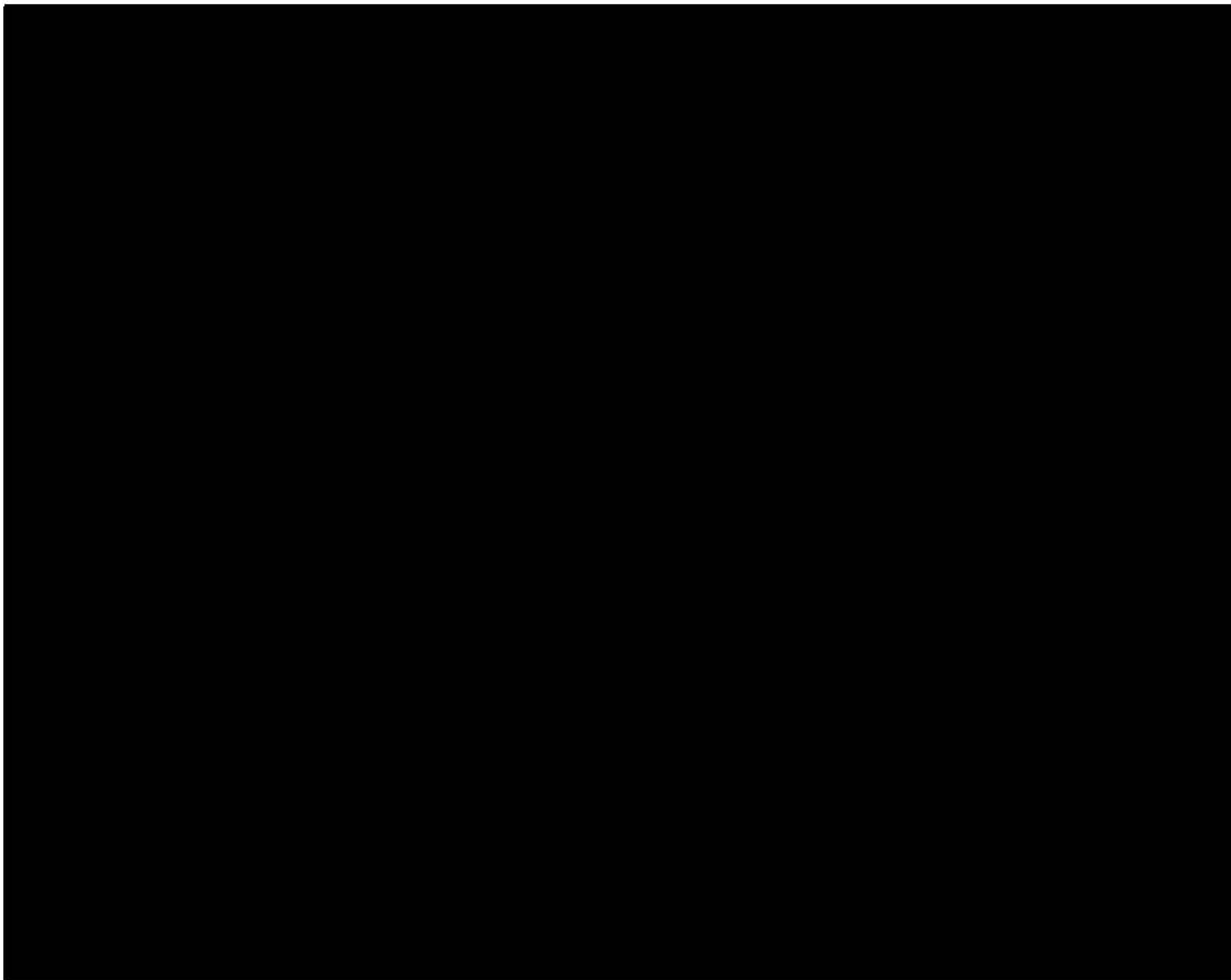
000822



## ITEM 13 Continuation

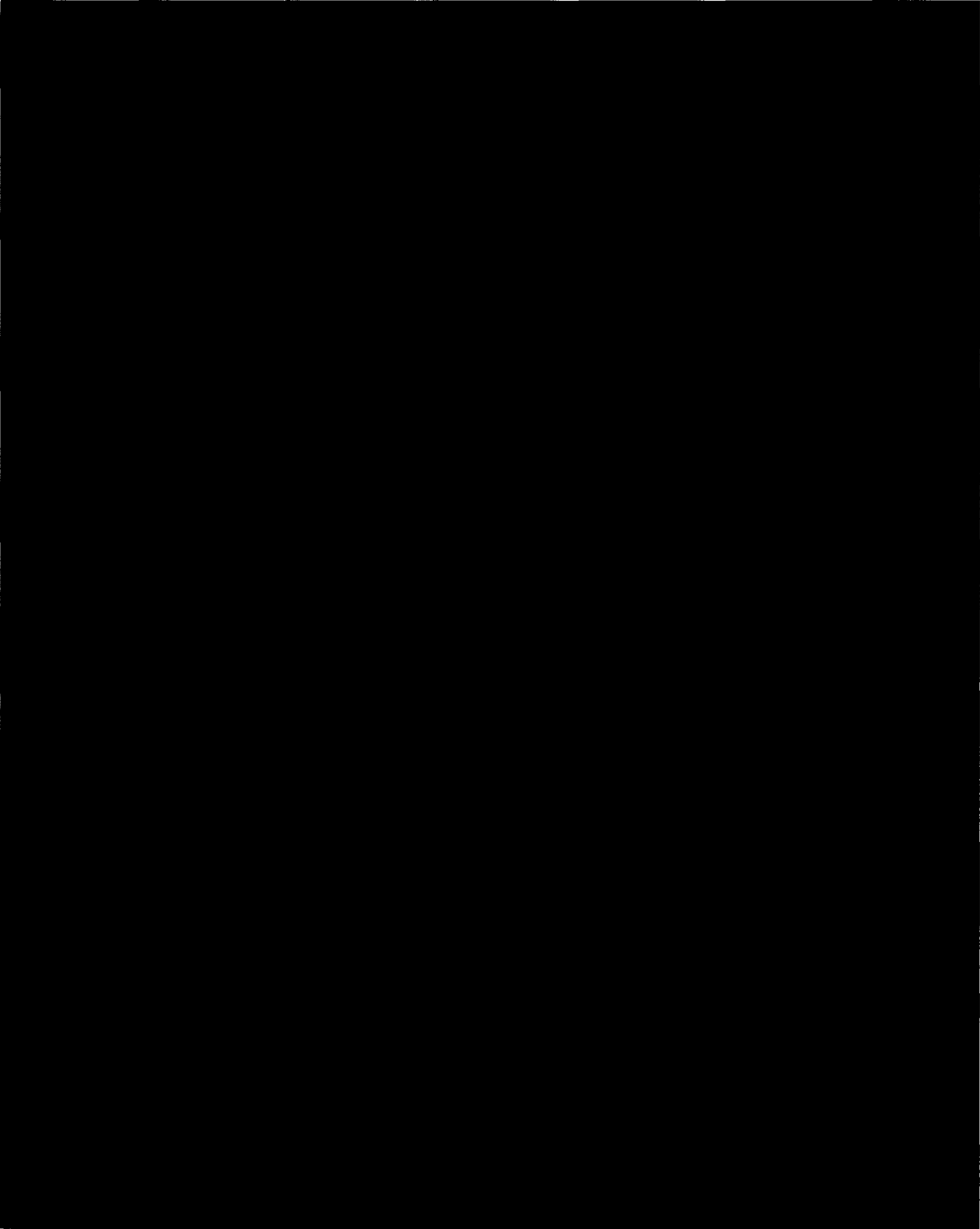
REFERENCE BLOCK 8; Actual Performance Locations.

<u>FACILITY</u>	<u>CAGE CODE</u>	<u>COGNIZANT SECURITY OFFICE</u>
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



(b)(7)(E)

000823

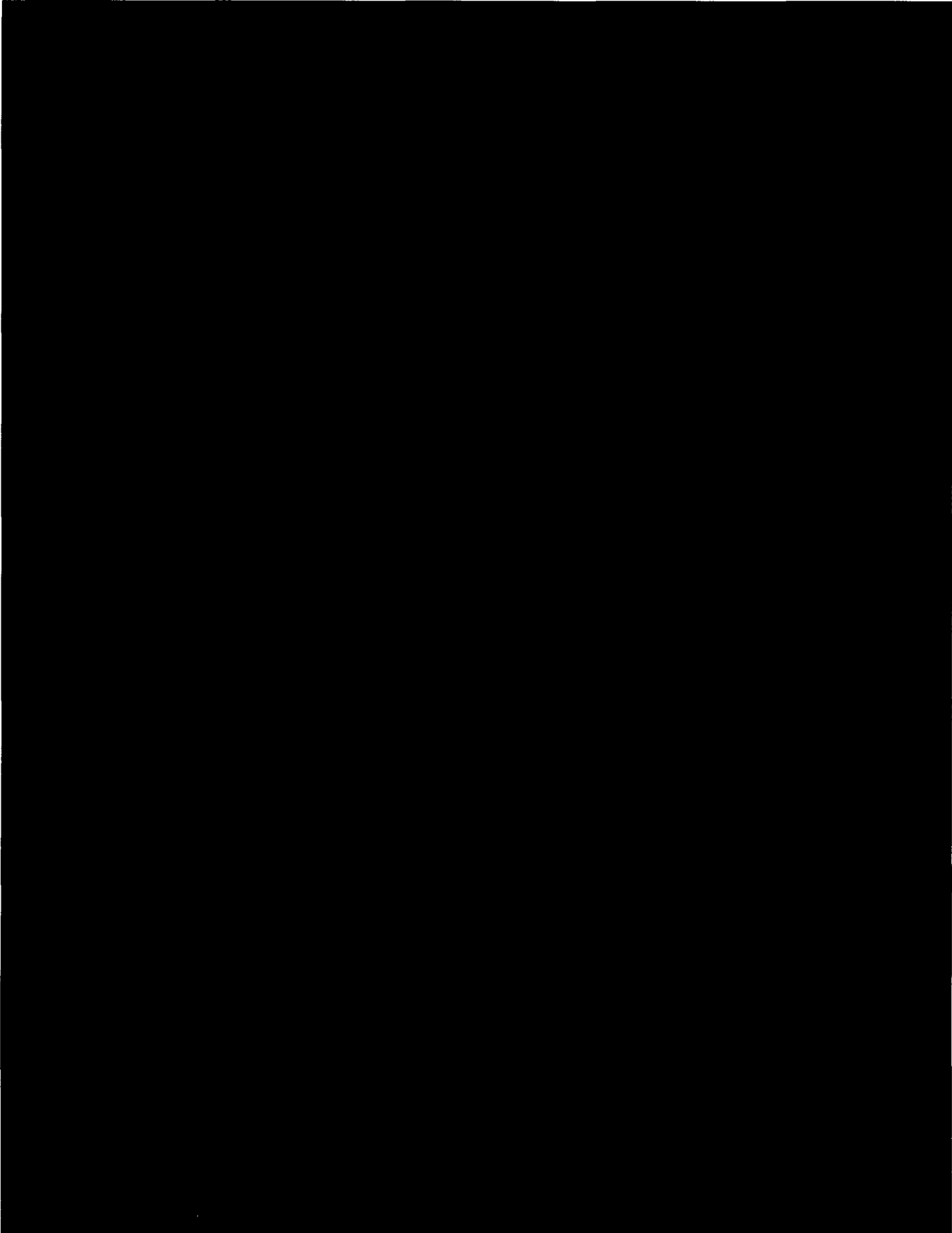


(b)  
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000824

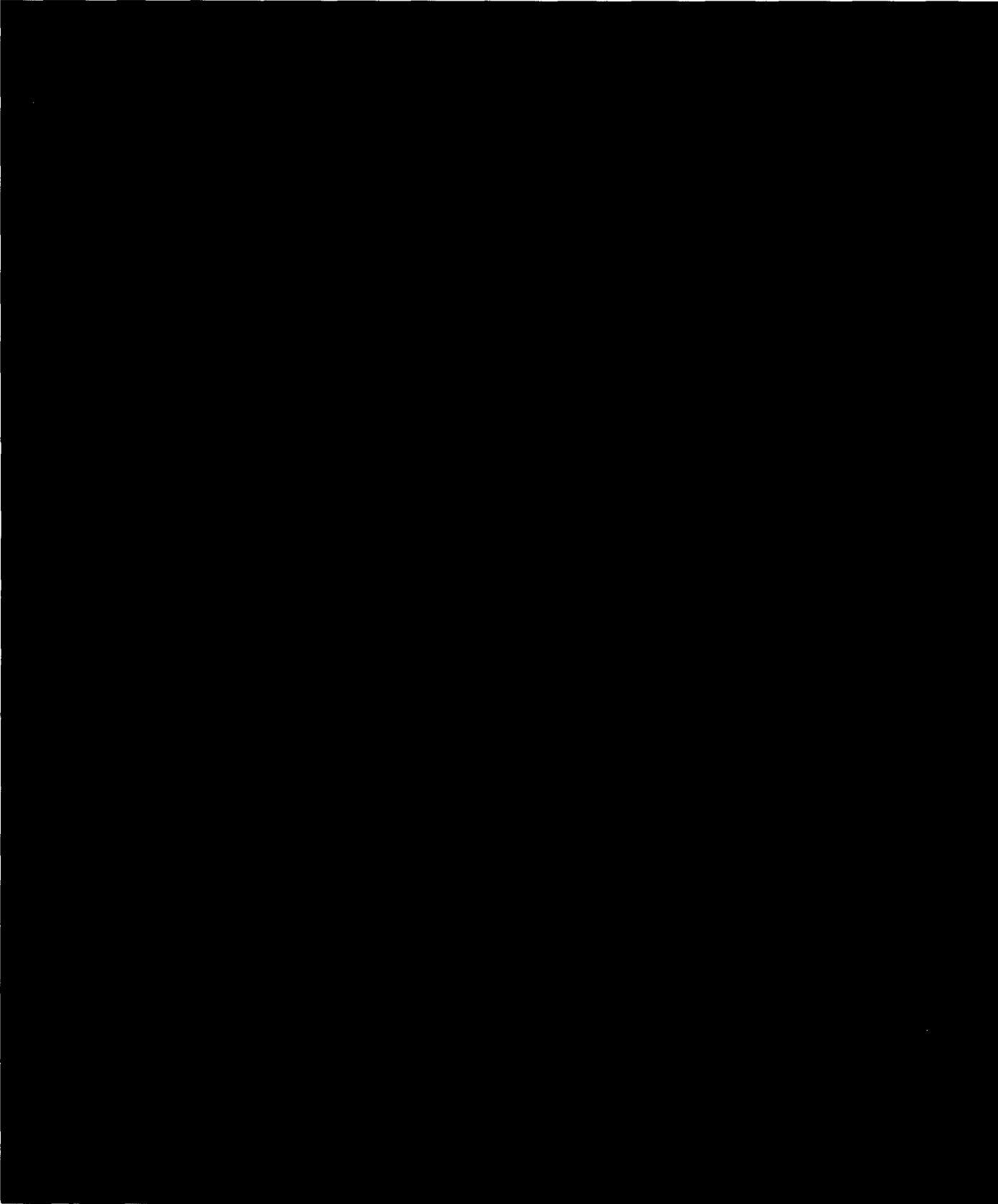


(b)  
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(E)

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(E)

(b)  
(7)  
(E)

000825



(b)  
(7)  
(E)

(b)  
(7)  
(E)

(b)  
(7)  
(E)

000826

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. AMENDMENT/MODIFICATION NO. P00083 3. EFFECTIVE DATE 26-Aug-2003 4. ACQUISITION/PURCHASE REQ. NO. 5. PROJECT NO. (if applicable)

6. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) PATTHEON COMPANY 100 HARTWELL ROAD BEDFORD MA 01730-0000 7. ADMINISTERED BY (if other than item 6) DCM TYNGBORO PG BOX 666 TYNGBORO MA 01079

9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11) 10A. MOD. OF CONTRACT/ORDER NO. DASG80-98-C-0001 10B. DATED (SEE ITEM 13) 20-Aug-1998

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of offer is amended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing items 8 and 15, and returning copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of the amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (if required)

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

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A. B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B). C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Mutual Agreement D. OTHER (Specify type of modification and authority)

5. IMPORTANT: Contractor is not, is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter (if applicable). One of these modifications is to revise the contract definition schedule set forth in DFARS 252.217-7027.

15A. NAME 15B. 15C. DATE SIGNED 8/27/03 15D. NAME AND TITLE OF CONTRACTING OFFICER (Type of duty) 15E. DATE SIGNED 8/27/03

000827

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

**The following items are applicable to this modification:**

SECTION A - SOLICITATION/CONTRACT FORM

MODIFICATION

1. SECTION I – CONTRACT CLAUSES, DFARS 252.217-7027, paragraph (b) is hereby modified to read as follows:

(b) The schedule for definitizing this contract action is as follows:

Submission of Proposal:	60 days after award of letter contract modification
Begin Negotiations:	90 days after receipt of qualifying proposal
Definitization of Modification:	130 days after receipt of qualifying proposal (30 Sep 2003)

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

DELETE

ADD

Page 46A, Modification P00073

Page 46A, Modification P00083

000828

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

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

(b) The schedule for definitizing this contract action is as follows:

Submission of Proposal:	60 days after award of letter contract modification
Begin Negotiations:	90 days after receipt of qualifying proposal
Definitization of Modification:	130 days after receipt of qualifying proposal (30 Sep 2003)

(c) If agreement on a definitive contract action to supersede this undefinitized contract action is not reached by the target date in paragraph (b) of this clause, or within any extension of it granted by the Contracting Officer, the Contracting Officer may, with the approval of the head of the contracting activity, determine a reasonable price or fee in accordance with Subpart 15.4 and Part 31 of the FAR, subject to Contractor appeal as provided in the Disputes clause. In any event, the Contractor shall proceed with completion of the contract, subject only to the Limitation of Government Liability clause.

(1) After the Contracting Officer's determination of price or fee, the contract shall be governed by-

(i) All clauses required by the FAR on the date of execution of this undefinitized contract action for either fixed-price or cost-reimbursement contracts, as determined by the Contracting Officer under this paragraph (c);

(ii) All clauses required by law as of the date of the Contracting Officer's determination, and

(iii) Any other clauses, terms, and conditions mutually agreed upon.

(2) To the extent consistent with paragraph (c)(1) of this clause, all clauses, terms, and conditions included in this undefinitized contract action shall continue in effect, except those that by their nature apply only to an undefinitized contract action

(d) The definitive contract resulting from this undefinitized contract action will include a negotiated cost-plus-incentive-fee ceiling in no event to exceed \$37,000,000 for CLINs 0013/0014 and a negotiated cost-plus-fixed-fee ceiling in no event to exceed \$11,000,000 for CLINs 0015/0016.

000829

AMENDMENT OF SOLICITATION/SPECIFICATION OF CONTRACT		1. CONTRACT NO.	PAGE OF PAGES
26 Sep 03		V	1   7
2. NUMBER AND ADDRESS OF CONTRACTOR (City, Street, County, State and Zip Code)		3. AMENDMENT NO. (If other than first)	
4. ORDER NO.		5. DATE OF ORDER	
6. ORDER AND ADDRESS OF CONTRACTOR (City, Street, County, State and Zip Code)		7. AMENDMENT NO. (If other than first)	
8. ORDER NO.		9. DATE OF ORDER	
11. THIS FORM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS			
<input type="checkbox"/> Amend contract conditions to comply with law or both in Item 8. Do not use for qualified acceptance offer. <input type="checkbox"/> Amend. <input type="checkbox"/> Not amend.			
12. ACCOUNTING AND APPROPRIATION DATA (If required)			
13. THIS FORM APPLIES ONLY TO MODIFICATIONS OF CONTRACT ORDERS. IT CANCELS THE CONTRACT ORDER NO. AS INDICATED IN ITEM 14.			
A. THIS CHANGE ORDER IS INCURRED FOR/FORWARD TO: (Specify authority) THIS CHANGE SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. BY ITEM 10A.			
B. THE ABOVE INDICATED CONTRACT ORDER IS MODIFIED TO REFLECT THE APPROPRIATIVE CHANGES (such as change in paying office, quantity, etc.) SET FORTH IN ITEM 14, FORWARD TO THE ACTIVITY OF THE CLINIC.			
C. THIS SUPPLEMENTAL AGREEMENT IS INCURRED FOR/FORWARD TO ADDRESS OF: <u>NO U.S.C. 2281(a)(1) OR 2281(b)(1)</u>			
D. OTHER (Specify type of modification and authority)			
14. IMPORTANT: <input type="checkbox"/> Cancel <input type="checkbox"/> Amend <input checked="" type="checkbox"/> Amend or sign this document and return copies to the issuing office.			
15. DESCRIPTION OF AMENDMENT/SPECIFICATION (Completed by UCF contract manager, including justification and subject matter where feasible.)			
Due to a Standard Procurement System defect, the date shown in block (10) of the SFPO may be incorrect. That date should be 30 Jan 03.			
16. NAME AND TITLE OF CONTRACTOR (If required) <input type="checkbox"/> <input checked="" type="checkbox"/>			
17. NAME AND TITLE OF CONTRACTOR (If required) <input type="checkbox"/> <input checked="" type="checkbox"/>			
18. DATE SHIPPED		19. DATE SHIPPED	
9/26/03		9/29/03	

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

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

000830



SECTION SF 30 BLOCK 14 CONTINUATION PAGE

The following items are applicable to this modification:

SECTION A - SOLICITATION/CONTRACT FORM  
MODIFICATION

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

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

NOW, THEREFORE, the contract is modified as follows:

1. Standard Form 26, Block 15G, is hereby increased by \$41,047,110, from \$146,074,422 to \$187,121,532.

2. SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS:

a. Paragraph B-1. Line Item Description, CLIN 0013, the amount of \$37,000,000\* is deleted and replaced with a definitive amount of \$41,047,110.

b. Paragraph B-1. Line Item Description, CLIN 0015, the amount of \$11,000,000\* is deleted and 2 subclins are established as shown below:

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

c. Paragraph B-11. COMPLETION TYPE COST REIMBURSEMENT CONTRACT, paragraph a is changed to include CLIN 0013/0014 and paragraph h is added as follows:

h. CLIN 0013 will be considered complete based upon the completion of the milestones listed in F-5 and the state of work requirement.

d. Paragraph B-12. SEPARATE APPLICATION OF FUNDING is changed to read as follows:

B-12. SEPARATE APPLICATION OF FUNDING: The Limitation of Funds and Allowable Cost and Payments clauses apply separately to each of CLIN sets: 0001/0002, 0003/0004, 0005/0006, 0007/0008, 0009/0010, 0011/0012, 0013/0014 and 0015/0016.

e. Paragraph B-13. TARGET COST, TARGET FEE, MINIMUM INCENTIVE FEE, MAXIMUM INCENTIVE FEE, AND INCENTIVE ARRANGEMENT FOR CLINs 0013/0014 is changed to read as follows:

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

a. Target Cost:

b. Target Fee:

c. Minimum Incentive Fee:

d. Maximum Incentive Fee:



(b)(4)

000831

e. Total Target Cost and Target Fee: \$41,047,110

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

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

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

Target Cost	[REDACTED]	
Target Fee	[REDACTED]	(b)(4)
Incentive Arrangement:	Maximum Fee: [REDACTED]	
	Minimum Fee: [REDACTED]	
(Share Ratio: Government/Contractor)		
Underrun:	[REDACTED] for the amount by which the total allowable cost is less than the target cost until maximum fee is attained.	(b)(4)
Overrun:	[REDACTED] for the amount by which the total allowable cost exceeds the target cost until minimum fee is attained.	(b)(4)

FAR 52.216-10 INCENTIVE FEE

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

(e) Fee payable. (1) The fee payable under this contract shall be the target fee increased by [REDACTED] cents for every dollar that the total allowable cost is less than the target cost or decreased by [REDACTED] cents for every dollar that the total allowable cost exceeds the target cost. In no event shall the fee be greater than [REDACTED] or less than [REDACTED] of the target cost. (b)(4)

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

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

a. SUBCLIN 0015AA:

- (1) The estimated cost, exclusive of fixed fee for SUBCLIN 0015AA, is [REDACTED]
- (2) The fixed fee for SUBCLIN 0015AA is [REDACTED] (b)(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 [REDACTED] (b)(4)
- (2) The fixed fee for SUBCLIN 0015AB is [REDACTED]
- (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:

000832

a. SUBCLIN 0015AA:

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

<u>LABOR CATEGORY</u>	<u>DIRECT PRODUCTIVE PERSON HOURS LEVEL OF EFFORT</u>
Engineering and Support	 (b)(4)

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

(3) In accordance with FAR 16.306(d)(2), entitlement to the total fixed fee is subject to the certification by the contractor to the Administrative Contracting Officer that he has exerted the DPPH level of effort by labor category as specified herein in performing the work called for, has provided the reports called for, and the effort performed and reports provided are considered satisfactory by the Government.

b. SUBCLIN 0015AB: Material is property that may be incorporated into or attached to the demonstrated end item or that may be consumed or expended in performing CLIN 0015. It includes assemblies, components, parts, raw and pressed material, and small tools and supplies that may be consumed in normal use in performing CLIN 0015.

**3. SECTION F – DELIVERIES OR PERFORMANCE**

a. **Paragraph F-1.** COMPLETION OF REQUIREMENT paragraphs g and h are changed to read as follows:

g. The contractor shall complete the task required by CLIN 0013 no later than 30 Jun 2005. The contractor shall complete delivery of all data and reports required by CLIN 0014 by 30 Sep 05.

h. The contractor shall complete the task required by CLIN 0015 and complete delivery of all data and reports required by CLIN 0016 by 30 Sep 07.

b. **Paragraph F-5.** MILESTONE EVENTS AND PERFORMANCE PERIOD: CLINs 0013/0014 milestones are changed as follows:

MILESTONE EVENT	TIME PERIOD
<u>CLIN 0013 – Spiral 1</u>	
System Requirements Review	First Quarter FY 03
Design Review	Second Quarter FY 03
Processing Station IPR	Third Quarter FY 03
Platform IPR	Fourth Quarter FY 03
Payload IPR	First Quarter FY 04
System IPR	Second Quarter FY 04
Radar Ground Test	Third Quarter FY 04

000833

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:**

(1) Paragraph d. applicability is changed to read "(Applicable to CLINs 0003/0004, 0005/0006, 0007/0008, and 0013/0014)."



(2) Paragraph h is added as follows:

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

**b. Paragraph G-6, IMPLEMENTATION OF AND EXPLANATION OF THE RELATIONSHIP OF THE LIMITATION OF FUNDS (LOF) CLAUSE TO FEE OBLIGATIONS:**

(1) Paragraph g. (CLINs 0013 and 0014) is changed to read as follows:

**g. CLINs 0013 and 0014:**

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

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

**h. CLINs 0015 and 0016:**

SUBCLIN 0015AA:

(1) Amount Required for Full Funding, Including Fee(s):	\$ 8,323,376
(2) Amount Allotted Under the LOF Clause for Payment of Costs:	\$ -0-
(3) Amount Separately Obligated for Payment of Fee:	\$ -0-

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- (4) Total Amount Allotted and Obligated: \$ \_\_\_\_\_ -0-
- (5) Net Amount Required for Full Funding: \$ 8,323,376
- (6) Estimated Period of Performance the Allotted Amount Will Cover:

SUBCLIN 0015AB:

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

**5. SECTION H – SPECIAL CONTRACT REQUIREMENTS:**

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

At the unilateral option of the government, CLIN 0015 may be exercised incrementally or totally not later than 30 Sep 07, up to the amount set forth in Section B of the contract. The CPFF unit price per DPPH [REDACTED] will be used to exercise CLIN 0015, if it is exercised incrementally. (b)(4)

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

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

**6. SECTION I – CONTRACT CLAUSES:**

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

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

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

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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 3Ai, Modification P00073  
Page 3B, Modification P00076  
Page 6, Modification P00051  
Page 7, Modification P00073  
Page 7A, Modification P00073  
  
Page 10, Modification P00073  
Page 11A, Modification P00073  
Page 12, Modification P00051  
Page 15, Modification P00073  
  
Page 17, Modification P00073  
Page 22, Modification P00073  
Page 27, Modification P00034  
Page 31, Modification P00073  
Page 31A, Modification P00080  
Page 31B, Modification P00073  
Page 35, Modification P00073  
Page 46A, Modification P00083  
Page 47, Modification P00082  
Page 49, Modification P00082

Page 1, Modification P00084  
Page 3Ai, Modification P00084  
Page 3B, Modification P00084  
Page 6, Modification P00084  
Page 7, Modification P00084  
Page 7A, Modification P00084  
Page 7B, Modification P00084  
Page 10, Modification P00084  
Page 11A, Modification P00084  
Page 12, Modification P00084  
Page 15, Modification P00084  
Page 15A, Modification P00084  
Page 17, Modification P00084  
Page 22, Modification P00084  
Page 27, Modification P00084  
Page 31, Modification P00084  
Page 31A, Modification P00084  
Page 31B, Modification P00084  
Page 35, Modification P00084  
Page 46A, Modification P00084  
Page 47, Modification P00084  
Page 49, Modification P00084

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<b>AWARD/CONTRACT</b>		1. THIS CONTRACT IS A RATEY ORDER UNDER (SPAS (18 OF 20))	DO-A2	PAGE OF 1 49
CONTRACT (Proc. and Mater.) No. <b>DASG80-95-C-0001</b>		2. EFFECTIVE DATE <b>98 Jan 30</b>	3. REQUIREMENTS PURCHASE (NRC) SYX AGENCY NO. <b>ORDER NO.: ER8D720500-01</b>	
ISS BY <b>ARMY SPACE AND MISSILE DEFENSE COMMAND</b> ITR & ACQ MGT OPC, SMDC-CM-CN P.O. BOX 1500, HUNTSVILLE, AL 35807-3801		4. ADMINISTERED BY (If other than item 2) <b>DEFENSE LOGISTICS AGENCY</b> P.O. BOX 928 Hanover, MD 21076		
[REDACTED]		SCD: A	ADP: NA	PAS: NONE

(b)(6)

7. NAME AND ADDRESS OF CONTRACTOR (Inc., div., city, state, Zip and ZIP Code)		8. DELIVERY
<b>RAYTHEON COMPANY</b> dba RAYTHEON SYSTEMS COMPANY 180 HARTWELL ROAD BEDFORD, MA 01730		<input type="checkbox"/> FOB OFFICE <input checked="" type="checkbox"/> OTHER (See item 8)
		9. METHOD FOR PROMPT PAYMENT
		NET
		10. INQUIRY OFFICER (If other than address specified in 7) AND ADDRESS (Include city)
		(See Section G, Part G-1)

CODE <b>04164</b>	FACILITY CODE
11. DDD FORM 1300 FOR SEE DISTRIBUTION LIST ATTACHED TO DD FORM 1433	12. PAYMENT WILL BE MADE BY (See Section G-1)
	DFAS Columbus Center mailing procedure provided under separate cover

13. AUTHORITY FOR WORK OTHER THAN FULL AND OPEN COMPETITION	14. ADDRESS AND APPROPRIATE DATA (See Section G-5)
<input checked="" type="checkbox"/> 48 USC 2304(f) (1) <input type="checkbox"/> 48 USC 2304(f)	

15A. ITEM NO.	15B. DESCRIPTION	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
See Section B for items 15A through 15F					
<b>TOTAL AMOUNT OF CONTRACT</b>					<b>187,121,532</b>

16. TABLE OF CONTENTS				
(1) SEC.	DESCRIPTION	PAGES	(2) SEC.	
PART I - SUMMARY			PART II - CONTRACTS	
1	COLLECTION CONTRACT FORMS	1	1	CONTRACT CLARIFICATIONS
2	SUPPLIES ON ORDERS AND RESPONSES	2-7	PART III - LIST OF DOCUMENTS, ORDERS AND OTHER ATTACH.	
3	DEFENSE/INDUSTRY/AGENCY OFFICIALS		1	LIST OF ATTACHMENTS
4	PASSAGES AND ORDERS	4	PART IV - REQUIREMENTS ATTACHED	
5	INSPECTION AND ACCEPTANCE	5	PART V - REQUIREMENTS ATTACHED	
6	DELAYED OR DEFERRED	10-11	PART VI - REQUIREMENTS ATTACHED	
7	CONTRACT ADMINISTRATION DATA	12-18	PART VII - REQUIREMENTS ATTACHED	
8	SPECIAL CONTRACT REQUIREMENTS	18-24	PART VIII - REQUIREMENTS ATTACHED	

17.  CONTRACTOR'S RESPONSIBILITY AGREEMENT (Contractor to complete) or 18.  AGENCY (Contractor to not complete or sign this document.) Yes

17.  CONTRACTOR'S RESPONSIBILITY AGREEMENT (Contractor to complete) or 18.  AGENCY (Contractor to not complete or sign this document.) Yes

19. NAME AND TITLE OF OFFICIAL (Type or print)		20. NAME OF CONTRACTING OFFICER	
See Page 1A		See Page 1A	
NAME OF CONTRACTOR	19B. DATE SIGNED	20B. OFFICIAL STATUS OF ADDRESS	20C. DATE SIGNED
		BY	

000837

**BASIC**

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

**OPTION V**

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

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

000839

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

a. SUBCLIN 0009AA:

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

<u>LABOR CATEGORY</u>	<u>DIRECT PRODUCTIVE PERSON HOURS LEVEL OF EFFORT</u>
Engineering and Support	[REDACTED] (b)(4)

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

(3) In accordance with FAR 16.306(d)(2), entitlement to the total fixed fee is subject to the certification by the contractor to the Administrative Contracting Officer that he has exerted the DPPH level of effort by labor category as specified herein in performing the work called for, has provided the reports called for, and the effort performed and reports provided are considered satisfactory by the Government.

b. SUBCLIN 0009AB: Material is property that may be incorporated into or attached to the demonstrated end item or that may be consumed or expended in performing CLIN 0009. It includes assemblies, components, parts, raw and pressed material, and small tools and supplies that may be consumed in normal use in performing CLIN 0009.

B-11. COMPLETION TYPE COST REIMBURSEMENT CONTRACT:

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

b. CLIN 0001 will be considered complete based upon the completion of the statement of work requirements.

c. CLIN 0003 will be considered complete based upon the completion of the milestones listed in F-5 and the statement of work requirement.

d. CLIN 0005 (if exercised) will be considered complete based upon the completion of PTIR ADSAM Demonstration and statement of work requirements.

000840

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


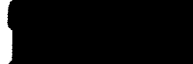
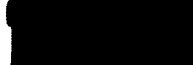
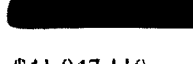
f. CLIN 0011 (if exercised) will be considered complete based upon completion of the statement of work requirements.

g. CLINs 0002, 0004, 0006 (if exercised), 0008 (if exercised), 0012 (if exercised), and 0014 will be considered complete based upon a determination that all data and reports have been submitted and accepted, as set forth in Block 8 of each exhibit line item number of the DD Form 1423

h. CLIN 0013 will be considered complete based upon the completion of the milestones listed in F-5 and the statement of work requirement.

B-12. SEPARATE APPLICATION OF FUNDING: The Limitation of Funds and Allowable Cost and Payments clauses apply separately to each of CLIN sets. 0001/0002, 0003/0004, 0005/0006, 0007/0008, 0009/0010, 0011/0012, 0013/0014 and 0015/0016.


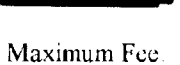
B-13. TARGET COST, TARGET FEE, MINIMUM INCENTIVE FEE, MAXIMUM INCENTIVE FEE, AND INCENTIVE ARRANGEMENT FOR CLINs 0013/0014:



- a. Target Cost: 
- b. Target Fee: 
- c. Minimum Incentive Fee: 
- d. Maximum Incentive Fee: 
- e. Total Target Cost and Target Fee: \$41,047,110

(b)(4)

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

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

Target Cost   
 Target Fee 

Incentive Arrangement: Maximum Fee:   
 Minimum Fee: 

(b)(4)

(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

Overrun: [redacted] for the amount by which the total allowable cost exceeds the target cost until minimum fee is attained. (b)(4)

FAR 52.216-10 INCENTIVE FEE

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

(e) Fee payable. (1) The fee payable under this contract shall be the target fee increased by [redacted] for every dollar that the total allowable cost is less than the target cost or decreased by [redacted] for every dollar that the total allowable cost exceeds the target cost. In no event shall the fee be greater than [redacted] or less than [redacted] of the target cost. (b)(4)

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

a. SUBCLIN 0015AA:

- (1) The estimated cost, exclusive of fixed fee for SUBCLIN 0015AA, is [redacted]
- (2) The fixed fee for SUBCLIN 0015AA is [redacted]
- (3) The total amount for SUBCLIN 0015AA is \$8,323,376.

(b)(4)

b. SUBCLIN 0015AB:

- (1) The estimated cost, exclusive of fixed fee for SUBCLIN 0015AB, is [redacted]
- (2) The fixed fee for SUBCLIN 0015AB is [redacted]
- (3) The total amount for SUBCLIN 0015AB is \$250,378.

B-16. LEVEL OF EFFORT (Applicable to CLINs 0015/0016):

a. SUBCLIN 0015AA:

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

LABOR CATEGORY

DIRECT PRODUCTIVE  
PERSON HOURS  
LEVEL OF EFFORT

Engineering and Support

[redacted] (b)(4)

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

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(3) In accordance with FAR 16.306(d)(2), entitlement to the total fixed fee is subject to the certification by the contractor to the Administrative Contracting Officer that he has exerted the DPPH level of effort by labor category as specified herein in performing the work called for, has provided the reports called for, and the effort performed and reports provided are considered satisfactory by the Government.

b. SUBCLIN 0015AB: Material is property that may be incorporated into or attached to the demonstrated end item or that may be consumed or expended in performing CLIN 0015. It includes assemblies, components, parts, raw and pressed material, and small tools and supplies that may be consumed in normal use in performing CLIN 0015.

000843

**SECTION F - DELIVERIES OR PERFORMANCE**

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

a. The contractor shall complete the task required by CLIN 0001 and complete delivery of all data and reports required by CLIN 0002 by 30 Aug 99.

b. The contractor shall complete the task required by CLIN 0003 and complete delivery of all data and reports required by CLIN 0004 by 30 Sep 05.

c. The contractor shall complete the task required by CLIN 0005 and complete delivery of all data and reports required by CLIN 0006 by 30 Sep 05 for each Subclin, if exercised.

d. The contractor shall complete the task required by CLIN 0007 and complete delivery of all data and reports required by CLIN 0008 by 30 Sep 05 for each Subclin, if exercised.

e. The contractor shall provide all level of effort, data, and reports required by CLINs 0009 and 0010 by 30 Sep 05.

f. The contractor shall complete the task required by CLIN 0011 and complete delivery of all data and reports required by CLIN 0012 by 30 Sep 07.

g. The contractor shall complete the task required by CLIN 0013 no later than 30 Jun 05. The contractor shall complete delivery of all data and reports required by CLIN 0014 by 30 Sep 05.

h. The contractor shall complete the task required by CLIN 0015 and complete delivery of all data and reports required by CLIN 0016 by 30 Sep 07.

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

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

a. The contractor shall deliver the reports and data specified in the Contract Data Requirements List, DD Form 1423, transportation charges paid, and addressed to the attention of offices by symbol as shown in Block 14 of DD Form 1423.

b. The contractor shall furnish the Procuring Contracting Officer and the Administrative Contracting Officer one (1) copy of the transmittal letters submitting data requirements to the offices shown in Block 14 of DD Form 1423.

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

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CLIN 0013 – Spiral I

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

000 845

SECTION G - CONTRACT ADMINISTRATION DATA

G-1. INVOICING AND VOUCHERING:

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

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

c. The contractor shall identify on each public voucher the Contract Line Item Number (CLIN) which pertains to the charges billed, e.g., CLIN 0003A.

d. The contractor may include in provisional vouchers target fee based on the percentage of work completed, subject to the withholding reserve of the contract clause titled "Incentive Fee." The Contracting Officer may elect to withhold or accelerate fee payment based upon the Contractor's actual performance as compared to the milestone events target dates as set forth in Section F-5 hereof. (Applicable to CLINs 0003/0004, 0005/0006, 0007/0008, and 0013/0014).

e. The contractor may include in provisional vouchers fixed fee based on the percentage of level of effort hours exerted to the total level of effort hours stipulated in Section B, Paragraph B-18, subject to the withholding reserve of the contract clause titled "Fixed Fee." (Applicable to CLINs 0009/0010).

f. The contractor may include in provisional vouchers fixed fee based on the percentage of work completed, subject to the withholding reserve of the contract clause titled "Fixed Fee." The Contracting Officer may elect to withhold or accelerate fee payment based upon the Contractor's actual performance as compared to the milestone events target dates as set forth in Section F-5 hereof. (Applicable to CLINs 0011/0012).

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

h. The contractor may include in provisional vouchers fixed fee based on the percentage of level of effort hours exerted to the total level of effort hours stipulated in Section B, Paragraph B-18, subject to the withholding reserve of the contract clause titled "Fixed Fee." (Applicable to CLINs 0015/0016).

G-2. CONTRACT ADMINISTRATION: Administration of this contract will be performed by the cognizant office as shown in Block 6, Page 1, Section A, of Standard Form 26. No changes, deviations, or waivers shall be effective without a modification of the contract executed by the Contracting Officer or his duly authorized representative authorizing such changes, deviations, or waivers.

000846





d. CLINs 0011 and 0012:

(1) Amount Required for Full Funding, Including Fee(s):	\$ 41,558,000*
(2) Amount Allotted Under the LOF Clause for Payment of Costs:	\$ -0-
(3) Amount Separately Obligated for Payment of Fee:	\$ -0-
(4) Total Amount Allotted and Obligated:	\$ -0-
(5) Net Amount Required for Full Funding:	\$ 41,558,000*
(6) Estimated Period of Performance the Allotted Amount Will Cover:	

\*NOT-TO-EXCEED (NTE)

g. CLINs 0013 and 0014:

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

(b)(4)

h. CLINs 0015 and 0016:

SUBCLIN 00015AA:

(1) Amount Required for Full Funding, Including Fee(s):	\$ 8,323,376
(2) Amount Allotted Under the LOF Clause for Payment of Costs:	\$ -0-
(3) Amount Separately Obligated for Payment of Fee:	\$ -0-
(4) Total Amount Allotted and Obligated:	\$ -0-
(5) Net Amount Required for Full Funding:	\$ 8,323,376
(6) Estimated Period of Performance the Allotted Amount Will Cover:	

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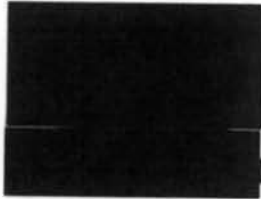
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SUBCLIN 00015AB:

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

G-7. DELETED

G-8. Remittance Address:



(b)(4)

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

OPTION	DATE
CLINs 0005/0006 (OPTION I)	
0005AA	NLT 30 Dec 00
0005AB	NLT 30 Dec 02
0005AC	NLT 30 Jun 03
CLINs 0007/0008 (OPTION II)	
0007AA	NLT 30 Nov 01
0007AB	NLT 30 Nov 02
0007AC	NLT 30 Jun 03
CLINs 0011 and 0012 (Option IV)	NLT 30 Dec 05

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

(b)(4)

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

(b)(4)

000849

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

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

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

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

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<u>CLAUSE NUMBER</u>	<u>FAR CITATION</u>	<u>CLAUSE TITLE</u>	<u>DATE</u>
30	52.216-8	FIXED FEE (Applicable to CLINs 0009/0010, 0011/0012, and 0015/0016)	MAR 1997
31	52.216-10	INCENTIVE FEE (Applicable to CLINs 0003/0004 and 0013/0014)	MAR 1997
32	52.216-12	COST-SHARING CONTRACT - NO FEE (Applicable to CLINs 0001/0002)	APR 1984
33	52.219-8	UTILIZATION OF SMALL, SMALL DISADVANTAGED, AND WOMEN-OWNED SMALL BUSINESS CONCERNS	JUN 1997
34	52.219-9	SMALL, SMALL DISADVANTAGED, AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN ALTERNATE II	AUG 1996 MAR 1996
35	52.219-16	LIQUIDATED DAMAGES - SUBCONTRACTING PLAN	OCT 1995
36	52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB 1997
37	52.222-2	PAYMENT FOR OVERTIME PREMIUMS Insert <u>0</u> at end of first sentence, paragraph (a).	JUL 1990
38	52.222-3	CONVICT LABOR	AUG 1996
39	52.222-4	CONTRACT WORK HOURS AND SAFETY STANDARDS ACT-OVERTIME COMPENSATION	JUL 1995
40	52.222-20	WALSH-HEALEY PUBLIC CONTRACTS ACT	DEC 1996
41	52.222-26	EQUAL OPPORTUNITY	APR 1984
42	52.222-28	EQUAL OPPORTUNITY PREAWARD CLEARANCE OF SUBCONTRACTS	APR 1984
43	52.222-35	AFFIRMATIVE ACTION FOR SPECIAL DISABLED AND VIETNAM ERA VETERANS	APR 1984
44	52.222-36	AFFIRMATIVE ACTION FOR HANDICAPPED WORKERS	APR 1984

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

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THE FOLLOWING FAR FULL TEXT CLAUSES APPLY:

102. RESERVED.

103. RESERVED.

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

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

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

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

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

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

(b) General.

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

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

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55. RESERVED


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

SECTION J - LIST OF ATTACHMENTS

<u>TITLE</u>	<u>DATE</u>	<u># OF PAGES</u>
Award/Contract (SF 26) and Continuation Sheets		49
Contract Security Classification Specification (DD Form 254-E) Rev 6	29 Jul 03	6
Scope of Work SW-JLENS-16-97, "JLENS Program," Rev. 2 With Attachment A	16 Nov 00 16 Nov 00	12 2
U.S. Army Strategic Defense Command Ballistic Missile Defense (BMD) Classification Guide, incorporated herein by reference. Upon request, the Contracting Officer will provide.	03 Jul 89	132
(b) (7)(E) [REDACTED] [REDACTED] 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) [REDACTED] attached hereto by reference and previously furnished.	Aug 2000	70

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

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

**JLENS PROGRAM**

**SW-JLENS-16-97**

**DASG60-98-C-0001**

**STATEMENT OF WORK**

**Spiral 1**

30 May 03

Rev 5

000859

## **1.0 INTRODUCTION**

### **1.1 Objectives**

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

### **1.2 Scope**

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

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

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

## **2.0 PROGRAM MANAGEMENT**

### **2.1 General**

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

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

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

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

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

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

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

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

The contractor shall implement and maintain a CWBS and dictionary. The contractor shall use the CWBS as the primary framework for planning, budgeting, controlling, and reporting the status of program cost, schedules, and technical performance. The CWBS shall be developed to lowest level at which work is performed. (CDRL A002) (13,15)

### **2.6 Cost Reporting**

#### **2.6.1 Funds Manhour Expenditure Report**

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

#### **2.6.2 Cost Reporting**

The contractor shall develop and implement a management control process that effectively uses earned value for integrated cost, schedule, and technical performance management and shall conduct an Integrated Baseline Review (IBR) (CDRL A001 and A004). This shall include an earned value management control process that provides the basis for planning and controlling cost and schedule, measuring performance and progress, and generating timely, reliable reports. Data for JPSS1 shall be reported at the critical item level. Lower level reporting may be required based upon risk and shall be determined at the IBR. For JPSS1 the contractor shall prepare and provide a Cost Schedule Status Report (C/SSR)(CDRL A022) and a Contract Funds Status Report (C/FSR)(CDRL A003)(13)

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**2.6.3 Program Cost Estimate**

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

**2.7 Renumbered previous paragraph to paragraph 2.6.3.**

**2.8 See para 3.1**

**2.9 Data Management**

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

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

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

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### 3.0 SYSTEM ENGINEERING

#### 3.1 General

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

#### 3.2 System Engineering Requirements Allocation

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

#### 3.3 System Analyses

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

[REDACTED] The contractor shall conduct analyses that establish the sensitivity of system performance to these error budgets. Performance analyses

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

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

### **3.4 Hardware**

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

### **3.5 Software**

#### **3.5.1 Reuse**

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

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

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

#### **3.5.3 Software Development**

The contractor shall develop, document, provide and implement a software development plan. (CDRL A011) The contractor shall design, develop, and integrate software that meets the requirements of the software performance specifications and ICDs. 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

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

### **3.5.5 Software Version**

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

### **3.5.6 Corrective Action**

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

### **3.5.7 Management Indicators**

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

### **3.6 Deleted**

### **3.7 Interface Management and Integration**

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

### **3.8 Safety**

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

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### **3.9 Modeling and Simulation**

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

#### **3.9.1 Engineering Modeling and Simulations**

The contractor shall develop simulation tools 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 system preliminary design review and system critical design review at the contractor's facilities. (CDRL A014)(13)

##### **3.10.1.1 DR Entrance Criteria**

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

##### **3.10.1.2 DR Exit Criteria**

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

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#### **4.0 RISK MITIGATION**

##### **4.1 General**

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

##### **4.2 Risk Mitigation Tasks**

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

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

##### **5.1 General**

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

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

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

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### 5.3 Component and Subsystem Testing

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

### 5.4 Ground Testing

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

### 5.5 System Tests/Demonstrations

The contractor shall perform system tests/demonstrations that demonstrate all components of the JLENS system operate IAW the JPSS1 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 [REDACTED] and/or [REDACTED]

(b)(3)(A)

[REDACTED] Testing shall be conducted IAW approved test plans. (13)

### 5.6 Government Test Support

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

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## 6.0 SPECIALTY ENGINEERING

### 6.1

#### 6.1.1

#### 6.1.2 Readiness

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

#### 6.1.3 Status Reporting

The contractor shall establish an 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

[REDACTED]

(b)(3)(A)

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

Approved  
OMB No. 0704-0188

The public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports (0701-0188), 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302. Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number. Please DO NOT RETURN your form to the above address. Send completed form to the Government Issuing Contracting Officer for the Contract/PR No listed in Block E.

<b>A. CONTRACT LINE ITEM NO.</b> 4,6,8,10,12,14,16	<b>B. EXHIBIT</b> A	<b>C. CATEGORY:</b> TDP _____ TM _____ OTHER _____
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<b>D. SYSTEM/ITEM</b> JLENS	<b>E. CONTRACT/PR NO.</b> DASG60-98-C-0001	<b>F. CONTRACTOR</b> Raytheon
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<b>1. DATA ITEM NO.</b> A001	<b>2. TITLE OF DATA ITEM</b> Records of Meeting/Minutes Report	<b>3. SUBTITLE</b>
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<b>4. AUTHORITY (Data Acquisition Document No.)</b> DI-ADMN-81505	<b>5. CONTRACT REFERENCE</b> SOW Para. 2.3, 2.6.2	<b>6. REQUIRING OFFICE</b> SFAE-ASMD-JLN
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<b>7. DD 250 REQ</b> LT	<b>9. DIST STATEMENT REQUIRED</b>	<b>10. FREQUENCY</b> Blk 16	<b>12. DATE OF FIRST SUBMISSION</b> Blk 16	<b>14. DISTRIBUTION</b>		
<b>8. APP CODE</b> A		<b>11. AS OF DATE</b>	<b>13. DATE OF SUBSEQUENT SUBMISSION</b> Blk 16	a. ADDRESSEE	Draft	Final Reg    Repro

**16. REMARKS**  
Develop and submit a detailed agenda 10 working days prior to the meeting date. The agenda will include the list of expected government, contractor, subcontractor, and IPT attendees.

PRs: Four program reviews per year shall be conducted rotated among the contractor facilities and the JLENS Project Office, Huntsville, AL. A read-ahead package to be delivered 5 working days prior to the PR.

Specifically address, but not limited to, the following:

CLIN 0013  
Total Program Financial Status  
PM IPT Status  
Platform IPT Status  
Radar IPT Status  
Processing Station IPT Status  
Comms Payload IPT Status  
SEIT IPT Status

CLIN 0003  
Total Program Financial Status  
PM IPT Status  
Platform IPT Status  
Radar IPT Status  
Processing Station IPT Status  
Comms Payload IPT Status  
SEIT IPT Status

Other Topics

PMR: Project Manager Reviews shall be conducted at the request of the government. The contractor will utilize video teleconference (VTC) to the maximum extent possible to conduct PMRs.

IPT: IPT presentation material, including minutes and action items, shall be submitted.

JTA-A compliance TMS will be held at the request of the government. VTCs will be used to the maximum extent possible. Submit data supporting government demonstrating compliance with JTA-A standards including: compliance matrix, compliance matrix rationale, and waivers where necessary.

Integrated Baseline Review (IBR) of restructured program shall be conducted 60 to 90 days after restructure modification signed by PCO.  
Contractor format acceptable. Approval: G10/C10  
\* Notify addressee at e-mail address in block 14 when deliverable is placed in electronic server. Letter of transmittal must be signed electronically.

<b>17. PRICE GROUP</b>
<b>18. ESTIMATED TOTAL PRICE</b>

(b)(6)

**15. TOTAL** →

<b>H. DATE</b> 19 Sep 03	<b>I.</b>	<b>J. DATE</b> 19 Sep 03
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(b)(6)

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

Form Approved  
OMB No. 0704-0188

The public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any aspect of this collection of information, including suggestions for reducing the burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports (0704-0188), 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302. Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a correctly assigned control number. Please DO NOT RETURN your form to the above address. Send completed form to the Government Issuing Contracting Office for the contract No. listed in Block E.

<b>A. CONTRACT LINE ITEM NO.</b> 4,6,8	<b>B. EXHIBIT</b> A	<b>C. CATEGORY:</b> TOP <input type="checkbox"/> TM <input type="checkbox"/> OTHER <input type="checkbox"/>
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<b>D. SYSTEM/ITEM</b> JLENS	<b>E. CONTRACT/PR NO.</b> DASG60-98-C-0001	<b>F. CONTRACTOR</b> RAYTHEON
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<b>1. DATA ITEM NO.</b> A004	<b>2. TITLE OF DATA ITEM</b> COST PERFORMANCE REPORT (CPR)	<b>3. SUBTITLE</b>
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<b>4. AUTHORITY (Data Acquisition Document No.)</b> DI-MGMT-81466	<b>5. CONTRACT REFERENCE</b> SOW PARA 2.6.2	<b>6. REQUIRING OFFICE</b> SFAE-AMD-JLN
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<b>7. DD 250 REQ.</b> LT	<b>9. DIST STATEMENT REQUIRED</b> STATEMENT REQUIRED	<b>10. FREQUENCY</b> MONTHLY	<b>12. DATE OF FIRST SUBMISSION</b> BLK 16	<b>14. DISTRIBUTION</b>	
<b>8. APP CODE</b> N/A	<b>11. AS OF DATE</b>	<b>13. DATE OF SUBSEQUENT SUBMISSION</b> BLK 16	a. ADDRESSEE		b. COPIES
					Draft
					Final
					Reg
					Repro

**16. REMARKS**

INITIAL SUBMISSION SHALL BE 20 CALENDAR DAYS AFTER THE CLOSE OF THE FIRST FULL ACCOUNTING MONTH AFTER CONTRACT MODIFICATION (REFERENCE PARAGRAPH 7.4). SUBSEQUENT SUBMISSIONS SHALL BE 20 CALENDAR DAYS AFTER THE CLOSE OF EACH ACCOUNTING MONTH THROUGHOUT THE PERIOD OF PERFORMANCE. IN ACCORDANCE WITH PARAGRAPH 9.A.2, ALL CPRS SHALL BE SUBMITTED IN ANSI X12 ELECTRONIC FORMAT AND COMPATIBLE WITH WINSIGHT.

REFERENCE PARAGRAPH 7.6.1 - DATA REPORTED FOR JPSS2 AND JPSS3 WILL BE SEPARATED ON THE CPR VIA THE WBS STRUCTURE. FOR BOTH PTR AND PTIR WILL BE REPORTED AT CRITICAL LEVEL.

REFERENCE PARAGRAPH 7.6.3 - AT A MINIMUM VARIANCE ANALYSIS SHOULD BE PROVIDED FOR THE TOP 5 CURRENT AND CUMULATIVE COST AND SCHEDULE VARIANCES THAT ARE +/- 10% FOR BOTH THE PTR AND PTIR.

THE CONTRACTOR SHALL ALSO PROVIDE VARIANCE ANALYSIS FOR ALL WBS ELEMENTS EXPERIENCING A +/- 5% VARIANCE AT COMPLETION. ADDITIONALLY, IN ACCORDANCE WITH PARAGRAPH 10.2.6.3.2.3 THE GOVERNMENT MAY PERIODICALLY SELECT ADDITIONAL VARIANCE ANALYSES AFTER REVIEW OF THE CPR. THE VARIANCE ANALYSIS SHALL INCLUDE A DETAILED EXPLANATION OF THE PROBLEM, CORRECTIVE ACTION, AND PROGRAM IMPACT.

CONTRACTOR FORMAT IS ACCEPTABLE.

ITEM 12: 20 CALENDAR DAYS AFTER CLOSE OF FIRST FULL ACCOUNTING MONTH AFTER CONTRACT AWARD.

\* NOTIFY ADDRESSEE AT E-MAIL ADDRESS IN BLOCK 14 WHEN DELIVERABLE IS PLACED IN ELECTRONIC SERVER. LETTER OF TRANSMITTAL MUST BE SIGNED ELECTRONICALLY.

<b>17. PRICE GROUP</b>
<b>18. ESTIMATED TOTAL PRICE</b>

<b>G. PREPARED BY</b>	<b>H. DATE</b> 11 Jun 03	<b>I. APPROVED BY</b>	<b>J. DATE</b> Jun 03
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CONTRACT DATA REQUIREMENTS LIST <i>(1 Data Item)</i>						Form Approved OMB No. 0704-0188	
The public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any aspect of this collection of information, including suggestions for reducing the burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports (0704-0188), 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302. Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number. Please DO NOT RETURN your form to the above address. Send completed form to the Government Issuing Contracting Officer for the contract/PR No. listed in Block E.							
A. CONTRACT LINE ITEM NO. 14		B. EXHIBIT A		C. CATEGORY: TOP _____ TM _____ OTHER _____			
D. SYSTEM/ITEM JLENS			E. CONTRACT/PR NO. DASG60-98-C-0001		F. CONTRACTOR Raytheon		
1. DATA ITEM NO. A022	2. TITLE OF DATA ITEM Cost/Schedule Status Reports				3. SUBTITLE		
4. AUTHORITY (Data Acquisition Document No.) DI-MGMT-81467			5. CONTRACT REFERENCE SOW Para 2.6.2		6. REQUIRING OFFICE SFAE-ASMD-JLN		
7. DD 250 REQ LT	9. DIST STATEMENT REQUIRED Statement Required	10. FREQUENCY Blk 16		12. DATE OF FIRST SUBMISSION Blk 16		14. DISTRIBUTION	
8. APP CODE N/A		11. AS OF DATE Blk 16	13. DATE OF SUBSEQUENT SUBMISSION Blk 16			a. ADDRESSEE	b. COPIES
						Draft	Final
							Reg
							Repro
18. REMARKS Initial submission shall be 20 calendar days after the close of the first full accounting month after contract modification (reference paragraph 7.6). Subsequent submissions shall be 20 calendar days after the close of each accounting month throughout the period of performance.  The contractor shall submit a quick-look report 5 days after close of accounting period. Quick Look report shall contain actual BCWP, BCWS, and ACWP data when available, otherwise the report shall contain actual BCWS with estimated BCWP/ACWP. The report shall be clearly marked DRAFT or Preliminary.  Reference paragraph 10.4.1 - To maintain necessary visibility data reported will be separated on the C/SSR via the WBS structure. Data will be reported at the data item level. Lower level reporting may be required based upon risk and be determined at the IBR.  Reference paragraph 7.7.1 - At a minimum, variance analysis should be provided for the top 10 current and cumulative cost and schedule variances that are +/-10%. The contractor shall also provide variance analysis for all WBS elements experiencing a +/-5% variance at completion. The variance analysis shall include a detailed explanation of the problem, corrective action, and program impact. Variance Analysis is not required for the quick look report.  Contractor format is acceptable.  * Notify addressee at e-mail address in block 14 when deliverable is placed in electronic server. Letter of transmittal must be signed electronically.							
15. TOTAL							
G. PREPARED BY			H. DATE 01 Aug 03		I. APPROVED BY		J. DATE 01 Aug 03

17. PRICE GROUP
18. ESTIMATED TOTAL PRICE

(b)(6)

(b)(6)

000813

## 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

000874

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

[Redacted]

(b)(3)(A)

FDL Reporting Software  
INS/PLGR Interface Software

[Redacted]

(b)(3)(A)

Software Quality  
Software Management  
Software Problem Resolution  
Antenna Design/Redesign  
BSU Design/Redesign

[Redacted]

(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

[Redacted]

(b)(3)(A)

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

[Redacted]

(b)(3)(A)

Problem Resolution

000875

**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 Management**

- 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

000876

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

Form Approved  
OMB No. 0704-0188

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A. CONTRACT LINE ITEM NO. 14	B. EXHIBIT A	C. CATEGORY: TDP _____ TM _____ OTHER _____
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D. SYSTEM/ITEM JLENS	E. CONTRACT/PR NO. DASG60-98-C-0001	F. CONTRACTOR Raytheon
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1. DATA ITEM NO. A023	2. TITLE OF DATA ITEM Producibility Analysis Report	3. SUBTITLE
--------------------------	--	-------------

4. AUTHORITY (Data Acquisition Document No.) DI-MGMT-80797	5. CONTRACT REFERENCE SOW Para 3.2.	6. REQUIRING OFFICE SFAE-AMD-ILN
---	--	-------------------------------------

7. DD 250 REQ LT	9. DIST STATEMENT REQUIRED Statement Required	10. FREQUENCY	12. DATE OF FIRST SUBMISSION Sept, 2004	14. DISTRIBUTION		
8. APP CODE A		11. AS OF DATE	13. DATE OF SUBSEQUENT SUBMISSION Apr, 2005	a. ADDRESSEE	b. COPIES	
					Draft	Final
					Reg	Repro

17. PRICE GROUP
18. ESTIMATED TOTAL PRICE

16. REMARKS

Para. 10.3 of DI-MGMT-80797 delete statement 10.3.a "Individual trade-off studies on:". Para. 10.3.a.(1) thru (10) stay as written.

Para. 10.3 of DI-MGMT-80797 delete statement 10.3.c.

\* Notify addressee at e-mail address in Block 14 when deliverable is placed in electronic server. Letter of transmittal must be signed electronically.

(b)(6)

G. PREPARED BY	H. DATE 2 Jun 05	I. APPROVED BY	J. DATE 25 Jun 03
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(b)(6)

000877

DATA ITEM DESCRIPTION		Form Approved OMB No. 0704-0188	
1. TITLE Producibility Analysis Report		2. IDENTIFICATION NUMBER DI-MGMT-80797	
3. DESCRIPTION/PURPOSE 3.1 The Producibility Analysis Report identifies potentially high cost, high risk, and long lead-time items. 3.2 The report is used to determine whether the item can be produced economically to drawing and specification requirements and within the design to unit production cost goals.			
4. APPROVAL DATE (YYMMDD) 890322	5. OFFICE OF PRIMARY RESPONSIBILITY (OPRI) A/MICON	6a. DTIC APPLICABLE	6b. SIDEAP APPLICABLE
7. APPLICATION/INTERRELATIONSHIP 7.1 This Data Item Description (DID) contains the format and content preparation instructions for the data product generated by the specific and discrete task requirement as delineated in the contract. 7.2 This DID is applicable during Producibility Engineering and Planning (PEP) and engineering in support of new items planned to enter production. 7.3 This DID supersedes DI-E-1123 and DI-P-1653.			
8. APPROVAL LIMITATION		9a. APPLICABLE FORMS	9b. AMSC NUMBER A4679
10. PREPARATION INSTRUCTIONS 10.1 <u>General</u> . The Producibility Analysis Report shall portray those design characteristics and material selections which are compatible with economic production methods. 10.2 <u>Format</u> . The Producibility Analysis Report format shall be contractor selected. Unless effective presentation would be degraded, the initially used format arrangement shall be used for all subsequent submissions. 10.3 <u>Content</u> . The Producibility Analysis Report shall contain the following: a. Individual trade-off studies on: (1) Impact on program life-cycle cost (2) Effectiveness (3) Reproducibility schedules (4) Resource constraints (5) Reliability (6) Maintainability (7) Interchangeability (8) Inspectability  (Continued on Page 2)			
11. DISTRIBUTION STATEMENT  DISTRIBUTION STATEMENT A: Approved for public release; distribution is unlimited.			

000878



DI-MGMT-80797

Block 13, Preparation Instructions (Continued)

- (9) Design To Cost (DTC) Goals
- (10) Other factors impacting program objectives
- b. Identification of candidate items for cost reduction through:
  - (1) Material changes
  - (2) Facility improvements
  - (3) Development of manufacturing technology
  - (4) Redesign of special purpose tooling and equipment
  - (5) Changes to improve procedures
  - (6) Redesign of production hardware
- c. Marked-up or redrawn drawings and changes to any other technical documents to indicate recommended changes to the item.

000879

				As of 6/20/03
		Unit Price		Total GFE/S Cost(K\$)
[REDACTED]		[REDACTED]	[REDACTED]	[REDACTED]
Semi-trailer, Helium 56K CF				

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

(b)(4)

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

000880

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			1 CONTRACT ID CODE V	PAGE OF PAGES 1   3
2 AMENDMENT/MODIFICATION NO P00085	3 EFFECTIVE DATE 28-Oct-2003	4 REQUISITION/PURCHASE REQ NO		5 PROJECT NO (If applicable)
6 IS: CODE W9113M	7 ADMINISTERED BY (If other than item 6) DCM TYNGSBORO PO BOX 688 TYNGSBORO MA 01879		CODE NONE	
L. PLACE & MISSILE DEFENSE COMMAND ██████████ ██████████ HUNTSVILLE AL 35807-3801		(b)(6)		
8 NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) RAYTHEON COMPANY 180 HARTWELL ROAD BEDFORD MA 01730-0000			9A. AMENDMENT OF SOLICITATION NO.	
			9B. DATED (SEE ITEM 11)	
			X 10A. MOD. OF CONTRACT/ORDER NO. DASG60-98-C-0001	
			X 10B. DATED (SEE ITEM 13) 20-Aug-1998	
CODE 04164		FACILITY CODE		
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended.				
Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.				
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule				
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.				
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.				
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B). SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:				
X D. OTHER (Specify type of modification and authority) IAW FAR 52.232-22, Limitation of Funds				
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.				
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) The purpose of this modification is to provide incremental funding in the amount of \$3,000,000 for performance of CLIN 0003 and \$14,000,000 for performance of CLIN 0013.  All other terms and conditions remain unchanged and in full force and effect.  Due to a Standard Procurement System defect, the date in block 10B of the SF30 may be inaccurate. That date should be 30 Jan 98.				
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.				
15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)		
██████████		██████████ (b)(6)		
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY ██████████ (Signature of Contracting Officer)	16C. DATE SIGNED 28-Oct-2003	

EXCEPTION TO SF 30  
APPROVED BY OIRM 11-84

30-105-04

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

000881

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

The following items are applicable to this modification:

SECTION A - SOLICITATION/CONTRACT FORM  
MODIFICATION

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

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

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

a. Paragraph G-5, Accounting and Appropriation Data (CLINs 0003 and 0004), is modified to add the following:

ACRN: AY  
CUMULATIVE AMOUNT: \$3,000,000  
ACCT CLASS: 214 2040 5Q 5Q17 P172419E55 255Y ER4D730000 S01021  
ER4D730000/44KJLE/4K0000  
ORDER NO: ER4D730000-01 FUNDED AMT: \$3,000,000 (P00085)

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

ACRN: AZ  
CUMULATIVE AMOUNT: \$14,000,000  
ACCT CLASS: 214 2040 5Q 5Q17 P172419E55 255Y ER4D730100 S01021  
ER4D730100/44KJLE/4K0000  
ORDER NO: ER4D730100-01 FUNDED AMT: \$14,000,000 (P00085)

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

CLINs 0003 and 0004:

	PRIOR	THIS MODIFICATION	CUMULATIVE TOTAL
(1) Amount Required for Full Funding, Including Fee(s):	\$145,166,476	-0-	\$145,166,476
(2) Amount Allotted under the LOF Clause for Payment of Target Costs:	(b)(4)		
(3) Amount Separately Obligated for Payment for Target Fee:	(b)(4)		
(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:

000882

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

(b)(4)

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

DELETE

ADD

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

Page 13Bi, Modification P00085  
Page 13D, Modification P00085  
Page 14, Modification P00085  
Page 15, Modification P00085  
Page 21, Modification P00085  
Page 22, Modification P00085

000 883

ACRN: AT  
CUMULATIVE AMOUNT: \$8,960,000  
ACCT CLASS: 213 2040 5Q 5Q17 P172419E55 255Y ER3D730200 S01021  
ER3D730200/34KJLE/4K0000  
ORDER NO: ER3D730200-01 FUNDED AMT: \$1,500,000 (P00070)  
ER3D730200-02 FUNDED AMT: \$1,500,000 (P00071)  
ER3D730200-03 FUNDED AMT: \$1,500,000 (P00074)  
ER3D730200-04 FUNDED AMT: \$1,500,000 (P00077)  
ER3D730200-05 FUNDED AMT: \$2,960,000 (P00079)

ACRN: AW  
CUMULATIVE AMOUNT: \$100,000  
ACCT CLASS: 973 0400 1202 183 JT01 606051 65126J 59241 525700  
NMIPR039207  
ORDER NO: NMIPR039207 FUNDED AMT: \$100,000 (P00079)

ACRN: AY  
CUMULATIVE AMOUNT: \$3,000,000  
ACCT CLASS: 214 2040 5Q 5Q17 P172419E55 255Y ER4D730000 S01021  
ER4D730000/44KJLE/4K0000  
ORDER NO: ER4D730000-01 FUNDED AMT: \$3,000,000 (P00085)

CLIN 0009

(a) SUBCLIN 0009AA

ACRN: AJ  
CUMULATIVE AMOUNT: \$200,000  
ACCT CLASS: 5703600 290 4750 674478 28060F 503000 F78100  
REF: NACXXX00680104  
ORDER NO/PRON: NACXXX00680104-01 FUNDED AMT: \$200,000 (P00043)

000884

CLIN 0013

ACRN: AU  
CUMULATIVE AMOUNT: \$7,970,000  
ACCT CLASS: 213 2040 5Q 5Q17 P172419E55 255Y ER3D730000 S01021  
ER3D730000/34KJLE/4K0000  
ORDER NO: ER3D730000-01 FUNDED AMT: \$ 775,000 (P00073)  
ER3D730000-02 FUNDED AMT: \$4,000,000 (P00073)  
ER3D730000-03 FUNDED AMT: \$1,000,000 (P00077)  
ER3D730000-04 FUNDED AMT: \$2,195,000 (P00078)

ACRN: AX  
CUMULATIVE AMOUNT: \$3,396,000  
ACCT CLASS: 213 2040 5Q 5Q17 P172419E55 255Y ER3D740000 S01021  
ER3D740000/34KJLF/4K0000  
ORDER NO: ER3D740000-01 FUNDED AMT: \$3,396,000 (P00080)

ACRN: AZ  
CUMULATIVE AMOUNT: \$14,000,000  
ACCT CLASS: 214 2040 5Q 5Q17 P172419E55 255Y ER4D730100 S01021  
ER4D730100/44KJLE/4K0000  
ORDER NO: ER4D730100-01 FUNDED AMT: \$14,000,000 (P00085)

000885

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

- a. CLINs 0001 and 0002:
  - (1) Amount Required for Full Funding: \$ 437,946
  - (2) Amount Allotted Under the LOF Clause for Payment of Costs: [REDACTED] (b)(4)
  - (3) Total Amount Allotted and Obligated: \$ 440,100
  - (4) Net Amount Required for Full Funding: (\$ 2,154)
  - (5) Estimated Period of Performance the Allotted Amount Will Cover: 30 Sep 99
  
- b. CLINs 0003 and 0004:
  - (1) Amount Required for Full Funding, Including Fee(s): \$145,166,476
  - (2) Amount Allotted Under the LOF Clause for Payment of Target Costs: [REDACTED] (b)(4)
  - (3) Amount Separately Obligated for Payment of Target Fee: [REDACTED]
  - (4) Total Amount Allotted and Obligated: \$ 98,713,422\*
  - (5) Net Amount Required for Full Funding: \$ 46,453,054\*
  - (6) Estimated Period of Performance the Allotted Amount Will Cover: 31 Dec 03
  
- c. CLINs 0005 and 0006:  
SUBCLIN 0005AA
  - (1) Amount Required for Full Funding, Including Fee(s): \$164,011,800\*
  - (2) Amount Allotted Under the LOF Clause for Payment of Costs: \$ -0-
  - (3) Amount Separately Obligated for Payment of Target Fee: \$ -0-
  - (4) Total Amount Allotted and Obligated: \$ -0-
  - (5) Net Amount Required for Full Funding: \$164,011,800\*
  - (6) Estimated Period of Performance the Allotted Amount Will Cover:

\*NOT-TO-EXCEED (NTE)

000886





d. CLINs 0011 and 0012:

(1) Amount Required for Full Funding, Including Fee(s):	\$ <u>41,558,000*</u>
(2) Amount Allotted Under the LOF Clause for Payment of Costs:	\$ _____ -0-
(3) Amount Separately Obligated for Payment of Fee:	\$ _____ -0-
(4) Total Amount Allotted and Obligated:	\$ _____ -0-
(5) Net Amount Required for Full Funding:	\$ <u>41,558,000*</u>
(6) Estimated Period of Performance the Allotted Amount Will Cover:	

\*NOT-TO-EXCEED (NTE)

g. CLINs 0013 and 0014:

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

(b)(4)

h. CLINs 0015 and 0016:

SUBCLIN 00015AA:

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

000887

H-8. GOVERNMENT-FURNISHED FUELS PROVIDED 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:

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

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

H-10. INCREMENTAL FUNDING OF THE CONTRACT:

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

b. Pursuant to the Limitation of Funds clause, the sum of [redacted] is presently allotted to CLIN 0001 and available for payment to cover the work to be performed hereunder until 30 Sep 99. The amount of [redacted] is obligated for Potential Fee for a total amount of [redacted] for CLIN 0001. (b)(4)

c. Pursuant to the LIMITATION OF FUNDS clause, the sum of [redacted] is presently allotted to CLIN 0003 and available for payment to cover the work to be performed hereunder until 31 Dec 03. The amount of [redacted] is obligated for Potential Fee (if applicable), for a total amount of [redacted] for CLIN 0003. (b)(4)

Pursuant to the LIMITATION OF FUNDS clause, the sum of [redacted] is presently allotted to CLIN 0013 and available for payment to cover the work to be performed hereunder until 31 May 04. The amount of [redacted] is obligated for Potential Fee (if applicable), for a total amount of [redacted] for CLIN 0013. (b)(4)

000 888

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

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

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

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

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

000889

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE V	PAGE OF PAGES 1   11
2. INT/MODIFICATION NO. POURBS		3. EFFECTIVE DATE 15-Dec-2003	4. REQUESTING/PURCHASE REQ. NO.	
6. ISSUED BY US ARMY SPACE & MISSILE DEFENSE COMMAND [REDACTED] HUNTSVILLE AL 35807-3801		CODE W9113M	7. ADMINISTERED BY (if other than item 6) DCM TYNGSBORO PO BOX 888 TYNGSBORO MA 01879	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) RAYTHEON COMPANY 180 HARTWELL ROAD REDFORD MA 01730-0000			9A. AMENDMENT OF SOLICITATION NO.	
			9B. DATED (SEE ITEM 11)	
			X 10A. MOD. OF CONTRACT/ORDER NO DASG60-98-C-0001	
			X 10B. DATE (SEE ITEM 13) 20-Aug-1998	
CODE 04154		FACILITY CODE		
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
<input type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended. <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing items 11 and 13, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted, or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.				
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule				
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14				
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.				
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B). THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: R 52 243-2, Changes - Cost Reimbursement, Alternate V				
D. OTHER (Specify type of modification and authority)				
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.				
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) See attached.				
Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remain unchanged and in full force and effect.				
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
15B. CONTRACTOR/OFFEROR [REDACTED] (Signature of person authorized to sign)			16B. DATE SIGNED 24 Dec 03	
15C. DATE SIGNED 12/24/03			16C. DATE SIGNED	

(b)(6)

(b)(6)

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

EXCEPTION TO SF 30  
APPROVED BY OIRM 11-84

30-10

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

000890

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

**The following items are applicable to this modification:**

SECTION A - SOLICITATION/CONTRACT FORM  
MODIFICATION

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

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

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

NOW, THEREFORE, the contract is changed as follows:

1. SECTION B- SUPPLIES OR SERVICES AND PRICES/COSTS: Paragraph B-1. Line Item Description of the contract is changed to delete the Contract Line Item Number (CLIN) structure in the contract and replace it with the CLIN structure shown below:

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

<u>CLIN</u>	<u>SUPPLIES OR SERVICES</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>AMOUNT</u>
	<b>BASIC</b>			
0001	Risk Mitigation - Statement of Work SW-JLENS-16-97, dated 16 Jan 02, Rev 3, titled "JLENS Program", incorporated herein and attached as set forth in Part III, Section J, hereof. Paragraphs for Risk Mitigation in said SOW and the contractor's Risk Mitigation Approach attached to this contract as Attachment A6.	1	Task	\$ 437,946
0002	Contract Data Requirements List (CDRL), DD Form 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,	1	Task	\$ 145,166,476

000891

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

000892

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

000893

3.9, 3.9.1, 3.9.2, 3.10.1, 3.10.1.1, 3.10.1.2, 4.1, 4.2, 5.1, 5.2, 5.3, 5.4, 5.5, 5.6, 6.1.2, 6.1.3, 6.1.4, 6.1.5, 6.1.6, 6.2, 6.3, 6.4, 7.0

0014	Contract Data Requirements List (CDRL), DD Form 1423, Exhibit A, consisting of Exhibit Line Item Nos. A001 through A006 and A008 through A020 and A022 incorporated herein and attached as set forth in Part III, Section J, hereof.	1	Lot	Not Separately Priced
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**OPTION V**

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

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

**\*\*TBD – To Be Determined** upon submission of the contractor’s proposal.

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

2. SECTION F – DELIVERIES OR PERFORMANCE, is changed as follows:

a. Paragraph F-1. COMPLETION OF REQUIREMENT; is modified to delete the subparagraph a. through f. and replace with the following subparagraphs:

a. The contractor shall complete the task required by CLIN 0001 and complete delivery of all data and reports required by CLIN 0002 by 30 Aug 1999.

b. The contractor shall complete the task required by CLIN 0003 no later than 30 Dec 2003. The contractor shall complete delivery of all data and reports required by CLIN 0004 by 31 Mar 2004.

c. The contractor shall complete the task required by CLIN 0005 and complete delivery of all data and reports required by CLIN 0006 by 31 Jul 2010.

d. The contractor shall complete the task required by CLIN 0007 and complete delivery of all data and reports required by CLIN 0008 by 30 Sep 2008 for each Subclin, if exercised.

e. The contractor shall provide all level of effort, data, and reports required by CLINs 0009 and 0010 by 30 Sep 2005.

000894



f. The contractor shall complete the task required by CLIN 0011 and complete delivery of all data and reports required by CLIN 0012 by 30 Sep 2012.

g. The contractor shall complete the task required by CLIN 0013 no later than 30 Jun 2005. The contractor shall complete delivery of all data and reports required by CLIN 0014 by 30 Sep 2005.

h. The contractor shall complete the task required by CLIN 0015 and complete delivery of all data and reports required by CLIN 0016 by 30 Sep 2007.

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

MILESTONE EVENT	TIME PERIOD
<u>CLIN 0003 – PTIR System</u>	
FP Demo	Second Quarter FY 00
PTIR Hardware PDR	First Quarter FY 01
PTIR Hardware CDR	Fourth Quarter FY 01
Tether CDR	Second Quarter FY 02
POD TRIMMs Assembled	Fourth Quarter FY 02
REX Assembled	Second Quarter FY 03
Tether Test	Second Quarter FY 03
PTIR SRS Released	Fourth Quarter FY 03
POM TRIMMs Complete	Third Quarter FY 03
Master Test Plan (Draft)	Fourth Quarter FY 03
<u>CLIN 0005</u>	
Logistics Planning Document	First Quarter FY 04
Tether Test	Second Quarter FY 04
Draft Master Test Plan	Third Quarter FY 04
SuR Risk Reduction IPR	Fourth Quarter FY 04
PTIR Build 1 SRS Released	Fourth Quarter FY 04
System Requirements Review (SRR)	First Quarter FY 05
POM TRIMMS Assembled and Tested	First Quarter FY 05

000895

Surveillance Radar (SuR) Risk Reduction Test	Third Quarter FY 05	
System Functional Review	Fourth Quarter FY 05	
Master Test Plan	Fourth Quarter FY 05	
Platform PDR (Part 1 System PDR)	First Quarter FY 06	
Platform CDR	Third Quarter FY 06	
System ICD	Fourth Quarter FY 06	
Processing Station & CP PDR (Part 2 System PDR)	First Quarter FY 07	
Mil O & S PDR	TBD	
System Integration Laboratory (SIL) - Functional Verification Test (FVT)	Second Quarter FY 07	
Precision Track Illumination Radar (PTIR) [REDACTED] 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

000896

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
<u>CLIN 0011</u>	
Deliver Final Report	Twenty-four Months after exercise of Option
<u>CLIN 0013 - Spiral 1</u>	
System Requirements Review	Second Quarter FY 03
System Functional Review	Third Quarter FY 03
Spiral 1 Radar IPR	Fourth Quarter FY 03
Platform IPR	First Quarter FY 04
Communication Payload IPR	Second Quarter FY 04
Processing Station IPR	Third Quarter FY 04
SIL Demonstration	Fourth Quarter FY 04
Spiral 1 Radar FVT	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.

000897

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

ACRN:	BA
CUMULATIVE AMOUNT:	\$14,000,000
ACCT CLASS:	214 2040 5Q 5Q17 P172419E55 255Y ER4D731500 S01021 ER4D731500/44KJLE/4K0000
ORDER NO:	ER4D731500-01                      FUNDED AMT: \$14,000,000 (P00086)

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

G-9. DCMA FACILITIES

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

4. SECTION H – SPECIAL CONTRACT REQUIREMENTS. is changed as follows:

a. Paragraph H-3. OPTIONS is modified to read as follows:

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

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

CLIN 0009 – At the unilateral option of the government, CLIN 0009 may be exercised incrementally or totally at any time during the period of performance of the contract, up to the amount set forth in Section B of the contract. The CPFF unit price per DPPH [REDACTED] will be used to exercise CLIN 0009, if it is exercised incrementally. (b)(4)

CLIN 0015: At the unilateral option of the government, CLIN 0015 may be exercised incrementally or totally not later than 30 Sep 07, up to the amount set forth in Section B of the contract. The CPFF unit price per DPPH [REDACTED] will be used to exercise CLIN 0015, if it is exercised incrementally. (b)(4)

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

000898

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

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

	PLANNED DATE OF FUNDING	AMOUNT (in millions)	CUMULATIVE
CLIN 0005	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 [REDACTED] and the Joint Land Attack Cruise Missile Defense Elevated Netted Sensor System (JLENS), to further interoperability and capability leveraging. To assist in the implementation of these broad objectives, the contractor will establish associate agreements between the above three program participants. Agreements shall also be established with support contractors as identified by the government. (b)(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.

5. SECTION I – CONTRACT CLAUSES: FAR 52.216-24, LIMITATION OF GOVERNMENT LIABILITY (APR 1984) is added as follows:

(a) In performing CLIN 0005/0006 of this contract, the Contractor is not authorized to make expenditures or incur obligations exceeding \$14,000,000 dollars.

000899

(b) The maximum amount for which the Government shall be liable for CLIN 0005/0006 if this contract is terminated is \$14,000,000 dollars.

6. SECTION J – LIST OF ATTACHMENTS is changed as shown below:

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

(b)(7)(E)

7. The contractor shall redirect the effort in conformance with the contract as changed herein and submit a proposal for these changes within seventy-five (75) days. See attached JLENS Special Instructions for Preparation of the Proposal for CLIN 0005.

8. This modification integrates the full agreement of the parties except as stated herein. The parties recognize that the Not-To-Exceed amount listed in Section B, CLIN 0005, above, is subject to further negotiation relative to the following items only:

a. F-5. Milestone Events and Performance Period, CLIN 0005. The delivery dates for the Mil O&S PDR and Log Demo milestone events have not been agreed to within the parameters of this change order.

b. Section J. List of Attachments, Government Furnished Equipment, GFP, and GFS – Spiral 2. The Government Furnished Equipment, GFP, and GFS – Spiral 2 list and contractor's respective need dates has not been agreed to within the parameters of this change order.

c. If the above items, 8a. and 8b., cannot be agreed to by both parties, and if such causes any change to the contractor's cost, schedule or scope, the contract will be equitably adjusted accordingly.

9. Slipsheet pages to the contract will be provided upon definitization of the change order.

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

**JLENS PROGRAM**

**SW-JLENS-16-97**

**DASG60-98-C-0001**

**CLINS 0003, 0005, 0007, 0009, 0011**

**STATEMENT OF WORK**

21 Oct 03

Rev 6

000901

## 1.0 INTRODUCTION

DASG60-98-C-0001 Modification P00086

### 1.1 Objectives

The 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)

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

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

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

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

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

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

### **2.6 Cost Reporting**

#### **2.6.1 Funds Manhour Expenditure Report**

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

#### **2.6.2 Cost Reporting**

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

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

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

**2.6.2 Program Cost Estimate**

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

**2.7 Data Management**

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

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

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

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### 3.0 SYSTEM ENGINEERING

#### 3.1 General

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

#### 3.2 System Engineering Requirements Allocation

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

#### 3.3 System Analyses

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

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

Performance analyses

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

### **3.4 Hardware**

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

### **3.5 Software**

#### **3.5.1 Reuse**

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

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

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

#### **3.5.3 Software Development**

The contractor shall develop, document, provide and implement a software development plan. (CDRL A011) The contractor shall design, develop, and integrate software that meets the requirements of the software performance specifications and ICDs (CDRL A024). 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)

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**3.5.4 Software Testing**

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

**3.5.5 Software Version**

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

**3.5.6 Corrective Action**

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

**3.5.6.1 Hardware and Software**

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

**3.5.7 Management Indicators**

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

**3.6 Deleted****3.7 Interface Management and Integration**

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

**3.8 Safety**

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

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### 3.9 Modeling and Simulation

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

#### 3.9.1 Engineering Modeling and Simulations

The contractor shall develop simulation tools that model system and subsystems performance to support system engineering, design, development, test and evaluation, 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)

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**3.10.1.1 DR Entrance Criteria**

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

**3.10.1.2 DR Exit Criteria**

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

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#### **4.0 RISK MITIGATION**

##### **4.1 General**

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

##### **4.2 Risk Mitigation Tasks**

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

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

##### **5.1 General**

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

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

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

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### 5.3 Component and Subsystem Testing

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

### 5.4 Ground Testing

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

### 5.5 System Tests/Demonstrations

The contractor shall perform system tests/demonstrations that demonstrate all components of the JLENS system operate IAW the JPSSI 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 [REDACTED] Testing shall be conducted IAW approved test plans. (3,5,7,9)

(b)(3)(A)

### 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)

000911

**6.0 SPECIALTY ENGINEERING**

**6.1 Logistics**

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

**6.1.1 Integrated Support Plan (ISP)**

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

**6.1.2 Readiness**

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

**6.1.3 Status Reporting**

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

**6.1.4**

[Redacted]

[Redacted]

(5,11)

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

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

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**6.1.5 Logistics Information Data Base**

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

**6.1.6 Training**

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

**6.2 Product Assurance**

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

**6.3 Environmental Management**

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

**6.4 Configuration Management**

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

**7.0 OPERATIONS SECURITY**

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

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**8.0 OPERATIONS AND SUSTAINMENT**

The contractor shall operate and provide total contractor logistic support of the JLENS system on 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)

000914

**CONTRACT DATA REQUIREMENTS LIST**

(1 Data Item)

Form Approved  
OMB No. 0704-0188

The public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any aspect of this collection of information, including suggestions for reducing the burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports (0701-0188), 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302. Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid control number. Please DO NOT RETURN your form to the above address. Send completed form to the Government Issuing Contracting Officer for the PR No. listed in Block E.

<b>A. CONTRACT LINE ITEM NO.</b> 4,6,8,10,12,14,16	<b>B. EXHIBIT</b> A	<b>C. CATEGORY:</b> TDP _____ TM _____ OTHER _____
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<b>D. SYSTEM/ITEM</b> JLENS	<b>E. CONTRACT/PR NO.</b> DASG60-98-C-0001	<b>F. CONTRACTOR</b> Raytheon
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<b>1. DATA ITEM NO.</b> A001	<b>2. TITLE OF DATA ITEM</b> Records of Meeting/Minutes Report	<b>3. SUBTITLE</b>
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<b>4. AUTHORITY (Data Acquisition Document No.)</b> DI-ADMN-81505	<b>5. CONTRACT REFERENCE</b> SOW Para. 2.3, 2.6.2	<b>6. REQUIRING OFFICE</b> SFAE-ASMD-JLN
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<b>7. DD 250 REQ</b> LT	<b>9. DIST STATEMENT REQUIRED</b>	<b>10. FREQUENCY</b> Blk 16	<b>12. DATE OF FIRST SUBMISSION</b> Blk 16	<b>14. DISTRIBUTION</b>		
<b>8. APP CODE</b> A		<b>11. AS OF DATE</b>	<b>13. DATE OF SUBSEQUENT SUBMISSION</b> Blk 16	<b>a. ADDRESSEE</b>		<b>b. COPIES</b>
					Draft	Final
					Reg	Repro

**16. REMARKS**

Develop and submit a detailed agenda 10 working days prior to the meeting date. The agenda will include the list of expected government, contractor, subcontractor, and IPT attendees.

PRs: Four program reviews per year shall be conducted rotated among the contractor facilities and the JLENS Project Office, Huntsville, AL. A read-ahead package to be delivered 5 working days prior to the PR.

Specifically address, but not limited to, the following:

- For CLIN 0013 and CLIN 0005
  - Total Program Financial Status
  - PM IPT Status
  - Platform IPT Status
  - Radar IPT Status
  - Processing Station IPT Status
  - Comms Payload IPT Status
  - SEIT IPT Status
- Other Topics

PMR: Project Manager Reviews shall be conducted at the request of the government. The contractor will utilize video teleconference (VTC) to the maximum extent possible to conduct PMRs.

IPT: IPT presentation material, including minutes and action items, shall be submitted.

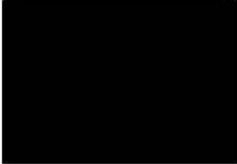
JTA-compliance TIMS will be held at the request of the government. VTCs will be used to the maximum extent possible.

Submit data supporting government demonstrating compliance with the current JTA-A standards including: compliance matrix, compliance matrix rationale, and waivers where necessary.

Integrated Baseline Review (IBR) of restructured program shall be conducted 60 to 90 days after restructure modification signed by PCO.

Submit the minutes and list of attendees of each meeting within 5 working days after meeting completion. The minutes shall include action items (contractor and government), the person responsible, and required completion date. Contractor format acceptable. Approval: G10/C10

\* Notify addressee at e-mail address in block 14 when deliverable is placed in onic server. Letter of transmittal must be signed electronically.



<b>17. PRICE GROUP</b>
<b>18. ESTIMATED TOTAL PRICE</b>

(b)(6)

<b>G. PREPARED BY</b> (b)(6)	<b>H. DATE</b> 17 Oct 03	<b>I. APPROVED BY</b> (b)(6)	<b>J. DATE</b> 17 Oct 03
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Send 3

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

Form Approved  
OMB No. 0704-0188

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A. CONTRACT LINE ITEM NO. 4,6,8,10,12,14,16  
B. EXHIBIT A  
C. CATEGORY: TDP IM OTHER

D. SYSTEM/ITEM JLENS  
E. CONTRACT/PR NO. DASG60-98-C-0001  
F. CONTRACTOR Raytheon

1. DATA ITEM NO. A002  
2. TITLE OF DATA ITEM Integrated Master Schedule (IMS)  
3. SUBTITLE Master Integrated Program Schedule (MIPS)

4. AUTHORITY (Data Acquisition Document No.) DI-MISC-81183A  
5. CONTRACT REFERENCE SOW Para.2.4, 2.5  
6. REQUIRING OFFICE SFAB-ASMD-JLN

7. DD 250 REQ LT  
9. DIST STATEMENT REQUIRED  
10. FREQUENCY Bk 16  
12. DATE OF FIRST SUBMISSION 30 DAC MOD  
14. DISTRIBUTION  
a. ADDRESSEE  
b. COPIES: Draft, Final, Reg, Repro

16. REMARKS  
Submit MIPS 30 DAC change orders or all modification. The MIPS and CWBS shall be developed to the lowest level at which work is performed. Submit changes as required to maintain current.  
  
Contractor format acceptable. Approval G15/C15  
  
The MIPS and the individual IPT schedules, shall be in contractor format utilizing existing contractor IPT schedules. The MIPS and individual IPT schedules shall be furnished to the government monthly with the CPR/CSSR Report.  
  
The MIPS shall be resourced to the lowest level at which work is performed.  
  
ify addressee at e-mail address in block 14 when deliverable is placed in electronic server. Letter of transmittal must be signed electronically.

17. PRICE GROUP  
18. ESTIMATED TOTAL PRICE

(b)(6)

G. PREPARED BY  
H. DATE 17 Oct 03  
I. APPROVED BY 000916  
J. DATE 17 Oct 03

CONTRACT DATA REQUIREMENTS LIST <i>(1 Data Item)</i>						Form Approved OMB No. 0704-0188							
The public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any aspect of this collection of information, including suggestions for reducing the burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports (0704-0188), 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302. Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid control number. Please DO NOT RETURN your form to the above address. Send completed form to the Government Issuing Contracting Office for the JPRN listed in Block F.													
A. CONTRACT LINE ITEM NO. 4,6,8,14		B. EXHIBIT A		C. CATEGORY: TDP    TM    OTHER									
D. SYSTEM/ITEM JLENS			E. CONTRACT/PR NO. DASG60-98-C-0001		F. CONTRACTOR Raytheon								
1. DATA ITEM NO. A003	2. TITLE OF DATA ITEM Contract Funds Status Report (CFSR)				3. SUBTITLE								
4. AUTHORITY (Data Acquisition Document No.) DI-MGMT-81468			5. CONTRACT REFERENCE SOW Para 2.6.2		6. REQUIRING OFFICE SFAE-ASMD-JLN								
7. DD 250 REQ LT	9. DIST STATEMENT REQUIRED Statement Required	10. FREQUENCY Monthly		12. DATE OF FIRST SUBMISSION Blk 16		14. DISTRIBUTION							
8. APP CODE A		11. AS OF DATE		13. DATE OF SUBSEQUENT SUBMISSION Blk 16		a. ADDRESSSES							
16. REMARKS Submit concurrent with CPR/CSSR. Columns 2-10 of Blocks 12, 13, and 14 will be headed to show a 6-month "rolling window" followed by remaining projections by FY. "Rolling window" is defined as a projection for each of the next 6 months from the reported date. This will be followed by a projection for remaining months by FY. Reporting will be at Level 1.  * Notify addressee at e-mail address in block 14 when deliverable is placed in electronic server. Letter of transmittal must be signed electronically.						b. COPIES							
						Draft		Final		Reg		Repro	
15. TOTAL													
G. PREPARED BY			H. DATE 17 Oct 03		I. APPROVED BY <i>000917</i>		J. DATE 17 Oct 03						

17. PRICE GROUP
18. ESTIMATED TOTAL PRICE

(b)(6)

CONTRACT DATA REQUIREMENTS LIST <i>(1 Data Item)</i>						Form Approved OMB No. 0704-0188	
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A. CONTRACT LINE ITEM NO. 4,6,8		B. EXHIBIT A		C. CATEGORY: TDP    TM    OTHER			
D. SYSTEM/ITEM JLENS			E. CONTRACT/PR NO. DASG60-98-C-0001		F. CONTRACTOR Raytheon		
1. DATA ITEM NO. A004	2. TITLE OF DATA ITEM Cost Performance Report (CPR)				3. SUBTITLE		
4. AUTHORITY (Data Acquisition Document No.) DI ADMN-81466			5. CONTRACT REFERENCE SOW Para 2.6.2		6. REQUIRING OFFICE SFAE-ASMD-JLN		
7. DD 250 REQ LT	9. DIST STATEMENT REQUIRED Statement Required	10. FREQUENCY Monthly		12. DATE OF FIRST SUBMISSION Blk 16		14. DISTRIBUTION	
8. APP CODE N/A		11. AS OF DATE	13. DATE OF SUBSEQUENT SUBMISSION Blk 16		a. ADDRESSEE	b. COPIES	
						Draft	Final
						Reg	Repro
<p>16. REMARKS</p> <p>Initial submission shall be 20 calendar days after the close of the first full accounting month after contract modification (reference paragraph 7.4). Subsequent submissions shall be 20 calendar days after the close of each accounting month throughout the period of performance. In accordance with paragraph 9.A.2, all CPRs shall be submitted in ANSI X12 electronic format and compatible with WINSIGHT.</p> <p>Reference Paragraph 7.6.1 - To maintain necessary visibility the CPR will report via the WBS structure. Data will be reported at WBS level 5.</p> <p>Reference paragraph 7.6.3 - At a minimum, variance analysis should be provided for the top 5 current and cumulative cost and schedule variances that are 10%.</p> <p>Contractor shall also provide variance analysis for all WBS elements experiencing a +/-5% variance at completion. Additionally, in accordance with paragraph 10.2.6.3.2.3, the government may periodically select additional variance analyses after review of the CPR. The variance analysis shall include a detailed explanation of the problem, corrective action, and program impact. Contractor format is acceptable. Item 12: 20 calendar days after close of first full accounting month after contract award.</p> <p>Lower level reporting shall be performed on an as required basis.</p> <p>* Notify addressee at e-mail address in block 14 when deliverable is placed in electronic server. Letter of transmittal must be signed electronically.</p>							
15. TOTAL →							
G. PREPARED BY			H. DATE 17 Oct 03		I. APPROVED BY <i>000918</i>		J. DATE 17 Oct 03

17. PRICE GROUP
18. ESTIMATED TOTAL PRICE

(b)(6)



CONTRACT DATA REQUIREMENTS LIST <i>(1 Data Item)</i>						Form Approved OMB No. 0704-0188			
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A. CONTRACT LINE ITEM NO. 4, 6, 8, 12, 10, 14, 16		B. EXHIBIT A		C. CATEGORY: TDP _____ TM _____ OTHER _____					
D. SYSTEM/ITEM JLENS			E. CONTRACT/PR NO. DASG60-98-C-0001		F. CONTRACTOR Raytheon				
1. DATA ITEM NO. A005	2. TITLE OF DATA ITEM Life Cycle Cost (LCC) and Independent Schedule Assessment (ISA) Report			3. SUBTITLE Program Cost Estimate (PCE)					
4. AUTHORITY (Data Acquisition Document No.) DI-FNCL-80448			5. CONTRACT REFERENCE SOW Para 2.6.3		6. REQUIRING OFFICE SFAE-ASMD-JLN				
7. DD 250 REQ LT	9. DIST STATEMENT REQUIRED Statement Required	10. FREQUENCY As Required		12. DATE OF FIRST SUBMISSION Blk 16		14. DISTRIBUTION			
8. APP CODE N/A		11. AS OF DATE	13. DATE OF SUBSEQUENT SUBMISSION Blk 16	a. ADDRESSEE		b. COPIES			
16. REMARKS  The contractor shall develop and maintain a current program cost estimate (PCE) on the total life cycle cost for the JLENS Spiral 2, accelerated program. The cost estimate will be based on and structured in accordance with the approved Contract Work Breakdown Structure (CWBS). Cost will be collected at the lowest level of the CWBS and maintained in a current database for reporting purposes. When the JLENS Project Office is not acting in a short suspense mode to higher headquarters, the contractor shall submit the PCE on the total program on an as required basis within 30 days of the request. However, in consideration of JLENS Project Office requirement to respond to higher headquarters in a short suspense environment, the contractor shall respond to telephone or email requests within the time frame identified by the requestor (often within a two-hour to _____ day time frame).  _____ Contractor format acceptable.  *The contractor shall notify the addressee at the email address in block 14 when the PCE information is placed in electronic server, unless it was identified as a short suspense item at the time of the request. For short suspense items, the contractor shall provide the information directly to the requestor or their designee by telephone, email or fax within the time frame identified at the time of the request. Letter of transmittal must be signed electronically.				[REDACTED]		Draft		Final	
						Reg	Repru		
15. TOTAL →									
G. PREPARED BY			H. DATE 17 Oct 03	I. APPROVED BY 000919		J. DATE 17 Oct 03			

17. PRICE GROUP
18. ESTIMATED TOTAL PRICE

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CONTRACT DATA REQUIREMENTS LIST <i>(1 Data Item)</i>						Form Approved OMB No. 0704-0188			
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A. CONTRACT LINE ITEM NO. 4, 6, 8, 10, 12, 14, 16			B. EXHIBIT A		C. CATEGORY: TDP _____ TM _____ OTHER _____				
D. SYSTEM/ITEM JLENS			E. CONTRACT/PR NO. DASG60-98-C-0001		F. CONTRACTOR Raytheon				
1. DATA ITEM NO. A006	2. TITLE OF DATA ITEM Data Accession List				3. SUBTITLE Internal Data				
4. AUTHORITY (Data Acquisition Document No.) DI-MGMT-81453			5. CONTRACT REFERENCE SOW Para 2.7			6. REQUIRING OFFICE SFAE-ASMD-JLN			
7. DD 250 REQ LT	9. DIST STATEMENT REQUIRED Statement Required	10. FREQUENCY As Required		12. DATE OF FIRST SUBMISSION 90 DAC MOD		14. DISTRIBUTION			
8. APP CODE N/A		11. AS OF DATE	13. DATE OF SUBSEQUENT SUBMISSION Blk 16			a. ADDRESSEE		b. COPIES	
16. REMARKS Submit data accession list (DAL) within 90 DAC modification. Submit revisions as required to maintain current. Contractor shall provide at reproduction cost only a copy of any data generated under this contract.  This data includes data used to support JLENS milestone decisions reviews to the government.  Contractor shall provide a copy of any data generated under this contract at the cost for reproduction only.  Contractor format acceptable.  Notify addressee at e-mail address in block 14 when deliverable is placed in electronic server. Letter of transmittal must be signed electronically.						[Redacted]	Draft	Final	
								Reg	Repro
						15. TOTAL →			
G. PREPARED BY			H. DATE 17 Oct 03		I. APPROVED BY 000920		J. DATE 17 Oct 03		

17. PRICE GROUP

18. ESTIMATED TOTAL PRICE

(b)(6)

CONTRACT DATA REQUIREMENTS LIST <i>(1 Data Item)</i>						Form Approved OMB No. 0704-0188		
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A. CONTRACT LINE ITEM NO. 4, 6, 8			B. EXHIBIT A		C. CATEGORY: TOP _____ TM _____ OTHER _____			
D. SYSTEM/ITEM JLENS			E. CONTRACT/PR NO. DASG60-98-C-0001		F. CONTRACTOR Raytheon			
1. DATA ITEM NO. A007	2. TITLE OF DATA ITEM Design Specification			3. SUBTITLE Specification Tree				
4. AUTHORITY (Data Acquisition Document No.) DI-MCCR-81344			5. CONTRACT REFERENCE SOW Para 3.2		6. REQUIRING OFFICE SFAE-ASMD-JLN			
7. DD 250 REQ LT	9. DIST STATEMENT REQUIRED Statement Required	10. FREQUENCY Blk 16		12. DATE OF FIRST SUBMISSION Blk 16		14. DISTRIBUTION		
8. APP CODE N/A		11. AS OF DATE	13. DATE OF SUBSEQUENT SUBMISSION Blk 16		a. ADDRESSEE	b. COPIES		
						Draft	Final	
							Reg	Repro
15. REMARKS Submit Specification Tree 60 days prior to DR(s). Subsequent submissions as required. Approval: G30/C30. Contractor format acceptable. * Notify addressee at e-mail address in block 14 when deliverable is placed in electronic server. Letter of transmittal must be signed electronically.								
						15. TOTAL →		
G. PREPARED BY			H. DATE 17 Oct 03		I. APPROVED BY 000921		J. DATE 17 Oct 03	

17. PRICE GROUP
18. ESTIMATED TOTAL PRICE

(b)(6)

CONTRACT DATA REQUIREMENTS LIST (1 Data Item)						Form Approved OMB No. 0704-0188		
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A. CONTRACT LINE ITEM NO. 4, 6, 8, 14			B. EXHIBIT A		C. CATEGORY: TDP _____ TM _____ OTHER _____			
D. SYSTEM/ITEM JLENS			E. CONTRACT/PR NO. DASG60 98 C 0001		F. CONTRACTOR Raytheon			
1. DATA ITEM NO. A008	2. TITLE OF DATA ITEM System/Subsystem Design Description (SSDD)				3. SUBTITLE Design Notebook			
4. AUTHORITY (Data Acquisition Document No.) DI-IPSC-81432A			5. CONTRACT REFERENCE SOW Para 3 2, 3.3, 4.2		6. REQUIRING OFFICE SFAE-ASMD-JLN			
7. DD 250 REQ LT	9. DIST STATEMENT REQUIRED Statement Required	10. FREQUENCY		12. DATE OF FIRST SUBMISSION 90 DAC MOD		14. DISTRIBUTION		
8. APP CODE N/A		11. AS OF DATE	13. DATE OF SUBSEQUENT SUBMISSION Blk 16	a. ADDRESSEE		b. COPIES		
16. REMARKS Update submissions shall be at DR(s). The updates shall be submitted as change pages to the basic document.  The design notebook shall be based on material provided in the proposal. The notebook shall consist of two volumes. Volume I shall contain the key analyses and tradeoff studies conducted to support requirements allocation, design, and design tradeoffs. Volume II shall contain a description of the system architecture that is being developed and fabricated. The description shall be provided in terms of visual descriptions, performance estimates, and physical properties.  Contractor format acceptable.  * Notify addressee at e-mail address in block 14 when deliverable is placed in electronic server. Letter of transmittal must be signed electronically.				[REDACTED]		Draft	Final	
							Reg	Repro
15. TOTAL →								
G. PREPARED BY			H. DATE 17 Oct 03		I. APPROVED BY 000922		J. DATE 17 Oct 03	

17. PRICE GROUP
18. ESTIMATED TOTAL PRICE

(b)(6)

CONTRACT DATA REQUIREMENTS LIST <i>(1 Data Item)</i>					Form Approved OMB No. 0704-0189					
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A. CONTRACT LINE ITEM NO. 4, 6, 8, 14		B. EXHIBIT A		C. CATEGORY: TDP _____ TM _____ OTHER _____						
D. SYSTEM/ITEM JLENS			E. CONTRACT/PR NO. DASG60-98-C-0001		F. CONTRACTOR Raytheon					
1. DATA ITEM NO. A009	2. TITLE OF DATA ITEM Performance Specifications Documents			3. SUBTITLE Hardware/Software Specifications			17. PRICE GROUP			
4. AUTHORITY (Data Acquisition Document No.) DI-SDMP-81465A			5. CONTRACT REFERENCE SOW Para 3.2, 3.5.3		6. REQUIRING OFFICE SFAE-ASMD-JLN			18. ESTIMATED TOTAL PRICE		
7. DD 250 REQ LT	9. DIST STATEMENT REQUIRED Statement Required	10. FREQUENCY Bik 16	12. DATE OF FIRST SUBMISSION Bik 16	14. DISTRIBUTION						
8. APP CODE A		11. AS OF DATE	13. DATE OF SUBSEQUENT SUBMISSION Bik 16	a. ADDRESSEE <div style="background-color: black; width: 100px; height: 20px;"></div>		b. COPIES				
						Draft	Final			
16. REMARKS Submit performance specifications 60 days prior to DR(s).  Subsequent submissions as required.  Approval: G30/C30.  * Notify addressee at e-mail address in block 14 when deliverable is placed in electronic server. Letter of transmittal must be signed electronically.						Reg	Repro			
				15. TOTAL →						
G. PREPARED BY			H. DATE 17 Oct 03	I. APPROVED BY <b>000923</b>		J. DATE 17 Oct 03				

(b)(6)

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

Form Approved  
OMB No 0704-0188

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A. CONTRACT LINE ITEM NO. 4, 6, 8, 10, 12, 14, 16  
B. EXHIBIT A  
C. CATEGORY: TOP TM OTHER

D. SYSTEM/ITEM JLJENS  
E. CONTRACT/PR NO. DASG60-98-C-0001  
F. CONTRACTOR Raytheon

1. DATA ITEM NO. A010  
2. TITLE OF DATA ITEM Interface Control Drawing Documentation  
3. SUBTITLE Interface Control Documents (ICD)

4. AUTHORITY (Data Acquisition Document No.) DI-CMAN-81248  
5. CONTRACT REFERENCE SOW Para 3.2, 3.7  
6. REQUIRING OFFICE SFAE-ASMD-JLN

7. DD 250 REQ LT  
9. DIST STATEMENT REQUIRED Statement Required  
10. FREQUENCY Blk 16  
12. DATE OF FIRST SUBMISSION Blk 16  
11. AS OF DATE  
13. DATE OF SUBSEQUENT SUBMISSION As Required  
14. DISTRIBUTION  
a. ADDRESSEE  
b. COPIES  
Draft Final  
Reg Repro

16. REMARKS  
Submit the ICD 60 days prior to the DR(s).  
Approval: G30/C30.  
Contractor format acceptable.  
\* Notify addressee at e-mail address in block 14 when deliverable is placed in electronic server. Letter of transmittal must be signed electronically.

17. PRICE GROUP  
18. ESTIMATED TOTAL PRICE

(b)(6)

G. PREPARED BY  
H. DATE 17 Oct 03  
I. APPROVED BY 000924  
J. DATE 17 Oct 03



<b>CONTRACT DATA REQUIREMENTS LIST</b> (1 Data Item)						Form Approved OMB No. 0704-0188	
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<b>A. CONTRACT LINE ITEM NO.</b> 4, 6, 8, 10, 12, 14, 16		<b>B. EXHIBIT</b> A		<b>C. CATEGORY:</b> TDP _____ TM _____ OTHER _____			
<b>D. SYSTEM/ITEM</b> JLENS			<b>E. CONTRACT/PR NO.</b> DASG60-98-C-0001		<b>F. CONTRACTOR</b> Raytheon		
<b>1. DATA ITEM NO.</b> A012		<b>2. TITLE OF DATA ITEM</b> Safety Assessment Report			<b>3. SUBTITLE</b> Safety Assessment Report		
<b>4. AUTHORITY (Data Acquisition Document No.)</b> DI-SAFT-80102B			<b>5. CONTRACT REFERENCE</b> SOW Para 3.8		<b>6. REQUIRING OFFICE</b> SFAE-ASMD-JLN		
<b>7. DD 250 REQ</b> LT	<b>9. DIST STATEMENT REQUIRED</b> Statement Required	<b>10. FREQUENCY</b> As Required		<b>12. DATE OF FIRST SUBMISSION</b> Blk 16		<b>14. DISTRIBUTION</b>	
<b>8. APP CODE</b> A		<b>11. AS OF DATE</b>	<b>13. DATE OF SUBSEQUENT SUBMISSION</b> Blk 16	a. ADDRESSEE		b. COPIES	
				Oralt		Final	
				Reg		Repro	
<b>16. REMARKS</b> The Safety Assessment Report shall be provided as follows: 30 days prior to DR (G15 Days/C15 Days) and 60 days prior to the start of testing (G30 Days/C30 Days).  Updated 60 days prior to testing of different configuration. G30 days/C30 days.  Final submittal at end of contract.  Contractor format acceptable.  * Notify addressee at e-mail address in block 14 when deliverable is placed in electronic server. Letter of transmittal must be signed electronically.							
<b>15. TOTAL</b> →							
<b>G. PREPARED BY</b>			<b>H. DATE</b> 17 Oct 03		<b>I. APPROVED BY</b> 		<b>J. DATE</b> 17 Oct 03

<b>17. PRICE GROUP</b>
<b>18. ESTIMATED TOTAL PRICE</b>

(b)(6)



**CONTRACT DATA REQUIREMENTS LIST**

(1 Data Item)

Form Approved  
OMB No. 0704-0188

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<b>A. CONTRACT LINE ITEM NO.</b> 4, 6, 8, 10, 14	<b>B. EXHIBIT</b> A	<b>C. CATEGORY:</b> TDP _____ TM _____ OTHER _____
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<b>D. SYSTEM/ITEM</b> JLENS	<b>E. CONTRACT/PR NO.</b> DASG60-98-C-0001	<b>F. CONTRACTOR</b> Raytheon
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<b>1. DATA ITEM NO.</b> A013	<b>2. TITLE OF DATA ITEM</b> Scientific and Technical Summaries	<b>3. SUBTITLE</b> JLENS System Model
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<b>4. AUTHORITY (Data Acquisition Document No.)</b> DI-MISC-80048	<b>5. CONTRACT REFERENCE</b> SOW Para 3.9.1	<b>6. REQUIRING OFFICE</b> SFAE-ASMD-JLN
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<b>7. DD 250 REQ</b> LT	<b>9. DIST STATEMENT REQUIRED</b> Statement Required	<b>10. FREQUENCY</b> As Required	<b>12. DATE OF FIRST SUBMISSION</b> Blk 16	<b>14. DISTRIBUTION</b>	
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<b>8. APP CODE</b> N/A	<b>11. AS OF DATE</b>	<b>13. DATE OF SUBSEQUENT SUBMISSION</b> Blk 16	<b>a. ADDRESSEE</b>	<b>b. COPIES</b>	
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<b>16. REMARKS</b> Engr M&S results shall be provided for review at DR(s).	<b>15. TOTAL</b> →
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\* Notify addressee at e-mail address in block 14 when deliverable is placed in electronic server. Letter of transmittal must be signed electronically.

<b>17. PRICE GROUP</b>
<b>18. ESTIMATED TOTAL PRICE</b>

(b)(6)

<b>G. PREPARED BY</b> (b)(6)	<b>H. DATE</b> 17 Oct 03	<b>I. APPROVED BY</b> (b)(6)	<b>J. DATE</b> 17 Oct 03
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000927

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

Form Approved  
OMB No. 0704-0188

The public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports (0701-0188), 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302. Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number. Please DO NOT RETURN your form to the above address. Send completed form to the Government Issuing Contracting Officer for the PR No. listed in Block E.

**A. CONTRACT LINE ITEM NO.** 4, 6, 8, 10, 14  
**B. EXHIBIT** A  
**C. CATEGORY:** TDP \_\_\_\_\_ TM \_\_\_\_\_ OTHER \_\_\_\_\_

**D. SYSTEM/ITEM** JLENS  
**E. CONTRACT/PR NO.** DASG60-98-C-0001  
**F. CONTRACTOR** Raytheon

**1. DATA ITEM NO.** A015  
**2. TITLE OF DATA ITEM** Test Plan  
**3. SUBTITLE** Detailed Test Plan

**4. AUTHORITY (Data Acquisition Document No.)** DI-NDTI-80566  
**5. CONTRACT REFERENCE** SOW Para 3.5.4, 5.2, 5.3, 5.4  
**6. REQUIRING OFFICE** SFAE-ASMD-JLN

**7. DD 250 REQ** LT  
**8. APP CODE** A  
**9. DIST STATEMENT REQUIRED** Statement Required  
**10. FREQUENCY** As Required  
**11. AS OF DATE**  
**12. DATE OF FIRST SUBMISSION** Blk 16  
**13. DATE OF SUBSEQUENT SUBMISSION** Blk 16  
**14. DISTRIBUTION**  
a. ADDRESSEE  
b. COPIES: Draft, Final (Reg, Repro)

**16. REMARKS**  
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. Subsystems are the Fire Control Subsystem 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.

Provide detailed test plans for critical items/components including software, integration, and interface testing for each category below:

- A. Radar (s): [Redacted]
- B. Processing Station: Operations, [Redacted]
- C. Platform: [Redacted]

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. PREPARED BY** (b)(6)    **H. DATE** 17 Oct 03    **I. APPROVED BY** (b)(6)    **J. DATE** 17 Oct 03

**17. PRICE GROUP**  
**18. ESTIMATED TOTAL PRICE**

(b)(6)

000928



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

Form Approved  
OMB No. 0704-0188

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<b>A. CONTRACT LINE ITEM NO.</b> 4, 6, 8, 10, 14,16		<b>B. EXHIBIT</b> A	<b>C. CATEGORY:</b> TDP _____ TM _____ OTHER _____	
<b>D. SYSTEM/ITEM</b> JLENS		<b>E. CONTRACT/PR NO.</b> DASG60-98-C-0001		<b>F. CONTRACTOR</b> Raytheon

<b>1. DATA ITEM NO.</b> A017	<b>2. TITLE OF DATA ITEM</b> Scientific and Technical Reports Summaries	<b>3. SUBTITLE</b> Test Readiness Reviews (TRR)
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<b>4. AUTHORITY (Data Acquisition Document No.)</b> DI-MISC-80048	<b>5. CONTRACT REFERENCE</b> SOW Para 5.2, 6.1.2	<b>6. REQUIRING OFFICE</b> SFAE-ASMD-JLN
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<b>7. DD 250 REQ</b> LT	<b>9. DIST STATEMENT REQUIRED</b> Statement Required	<b>10. FREQUENCY</b> As Required	<b>12. DATE OF FIRST SUBMISSION</b> Blk 16	<b>14. DISTRIBUTION</b>													
<b>8. APP CODE</b> A		<b>11. AS OF DATE</b>	<b>13. DATE OF SUBSEQUENT SUBMISSION</b> Blk 16	<table border="1"> <tr> <th colspan="2">a. ADDRESSEE</th> <th colspan="2">b. COPIES</th> </tr> <tr> <td></td> <td></td> <th>Draft</th> <th>Final</th> </tr> <tr> <td></td> <td></td> <th>Reg</th> <th>Repro</th> </tr> </table>		a. ADDRESSEE		b. COPIES				Draft	Final			Reg	Repro
a. ADDRESSEE		b. COPIES															
		Draft	Final														
		Reg	Repro														

**16. REMARKS**  
 Contractor Test Readiness Reviews (TRR)  
 Agenda: Submit 25 Days prior to scheduled review.  
 Approval: NLT 10 days following receipt of agenda.  
  
 Minutes: Submit one copy of minutes (including approval sheet) NLT 10 days after review. Approval: G15/C10.  
  
 The Government shall conduct the TRRs prior to Government testing. The Contractor shall support the Government TRRs as required.  
  
 Readiness Reporting: A written report shall be submitted within five (5) working days of a major downing event. The report shall define the problem, when, where, and how it occurred, actions that were taken immediately, who was notified and the actions that were taken to correct the problem and to prevent future occurrences.  
  
 Contractor format acceptable.  
  
 \* Notify addressee at e-mail address in block 14 when deliverable is placed in electronic server. Letter of transmittal must be signed electronically.

<b>17. PRICE GROUP</b>
<b>18. ESTIMATED TOTAL PRICE</b>

(b)(6)

<b>G. PREPARED BY</b>	<b>H. DATE</b> 17 Oct 03	<b>I. APPROVED BY</b> 000930	<b>J. DATE</b> 17 Oct 03
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CONTRACT DATA REQUIREMENTS LIST <i>(1 Data Item)</i>						Form Approved OMB No. 0704-0188	
<small>The public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any aspect of this collection of information, including suggestions for reducing the burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports (0704-0188), 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302. Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number. Please DO NOT RETURN your form to the above address. Send completed form to the Government Issuing Contracting Officer for the act/PIT No. listed in Block E.</small>							
A. CONTRACT LINE ITEM NO. 4, 6, 8, 10, 12, 14, 16		B. EXHIBIT A		C. CATEGORY: TOP    TM    OTHER			
D. SYSTEM/ITEM JLENS			E. CONTRACT/PR NO. DASG60-98-C-0001		F. CONTRACTOR Raytheon		
1. DATA ITEM NO. A018	2. TITLE OF DATA ITEM Integrated Support Plan				3. SUBTITLE		
4. AUTHORITY (Data Acquisition Document No.) DI-ILSS-80395			5. CONTRACT REFERENCE SOW Para 6.1.1		6. REQUIRING OFFICE SFAE-ASMD-JLN		
7. DD 250 REQ LT	9. DIST STATEMENT REQUIRED Statement Required	10. FREQUENCY		12. DATE OF FIRST SUBMISSION 180DAC		14. DISTRIBUTION	
8. APP CODE A		11. AS OF DATE		13. DATE OF SUBSEQUENT SUBMISSION Blk 16		a. ADDRESSEE	
16. REMARKS Subsequent submission as directed by the JLENS PO Logistic WIPT, but not more than quarterly.  The integrated support plan (ISP) and including logistics events schedules (PTIR and SR) shall include:  A. Maintenance plan for the JLENS system. [REDACTED]  B. Supply support plan for the JLENS system. [REDACTED] Equipment plan for the JLENS system. [REDACTED]  D. MANPRINT management plan for the JLENS system. Include specific information concerning the analysis and handling of MANPRINT issues.  E. Training plan for the JLENS system.  F. Deployment plan for the JLENS system. Include specific information concerning resources required to deploy systems to include load plan.  Approval: G30/C30.  Contractor format acceptable.  * Notify addressee at e-mail address in block 14 when deliverable is placed in electronic server. Letter of transmittal must be signed electronically.						b. COPIES	
						Draft	
						Reg	Repro
15. TOTAL						→	
G. PREPARED BY			H. DATE 17 Oct 03		I. APPROVED BY 000931		J. DATE 17 Oct 03

17. PRICE GROUP

18. ESTIMATED TOTAL PRICE

(b)(6)

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

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

CONTRACT DATA REQUIREMENTS LIST <i>(1 Data Item)</i>						Form Approved OMB No. 0704-0188		
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A. CONTRACT LINE ITEM NO. 4, 6, 8, 10, 12, 14, 16		B. EXHIBIT A		C. CATEGORY: TDP _____ TM _____ OTHER _____				
D. SYSTEM/ITEM JLENS			E. CONTRACT/PR NO. DASG60-98-C-0001		F. CONTRACTOR Raytheon			
1. DATA ITEM NO. A019	2. TITLE OF DATA ITEM Hazardous Materials Management Program Plan				3. SUBTITLE			
4. AUTHORITY (Data Acquisition Document No.) DI-MGMT-81398			5. CONTRACT REFERENCE SOW Para 6.3		6. REQUIRING OFFICE SFAE-ASMD-JLN			
7. DD 250 REQ LT	9. DIST STATEMENT REQUIRED Statement Required	10. FREQUENCY As Req.		12. DATE OF FIRST SUBMISSION 60 DAC		14. DISTRIBUTION		
8. APP CODE A		11. AS OF DATE		13. DATE OF SUBSEQUENT SUBMISSION		a. ADDRESSEE	b. COPIES	
							Draft	Final
							Reg	Repro
16. REMARKS - The Contractor shall implement the Hazardous Materials Management Program (HMMP) , IAW the Government-approved HMMP Plan and National Aerospace Standard (NAS) 411.  - The Contractor shall request approval to use substances identified in the EPA 17 - list (available at <a href="http://www.epa.gov/opptintr/3350/33finb1.htm">http://www.epa.gov/opptintr/3350/33finb1.htm</a> ) only if there is no other viable material.  - The Contractor shall not use any Class I Ozone Depleting Chemical/Ozone Depleting Substance (ODC/ODS) (identified at <a href="http://www.epa.gov/ozone/ods.html">http://www.epa.gov/ozone/ods.html</a> ) in the manufacture of items required by this SOW, unless a waiver is obtained from the Government.  he Contractor shall provide, electronically, and through the IPT process, immediate notification of any proposed hazardous material mitigation/elimination efforts that may adversely impact schedules and/or cost, or performance.  * Notify addressee at e-mail address in block 14 when deliverable is placed in electronic server. Letter of transmittal must be signed electronically.								
15. TOTAL →								
G. PREPARED BY			H. DATE 17 Oct 03		I. APPROVED BY 000932		J. DATE 17 Oct 03	

17. PRICE GROUP

18. ESTIMATED TOTAL PRICE

(b)(6)

<b>CONTRACT DATA REQUIREMENTS LIST</b> <i>(1 Data Item)</i>	<i>Form Approved</i> OMB No 0704-0188
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<b>A. CONTRACT LINE ITEM NO.</b> 4, 6, 8, 10, 12, 14, 16	<b>B. EXHIBIT</b> A	<b>C. CATEGORY:</b> TDP _____ TM _____ OTHER _____
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<b>D. SYSTEM/ITEM</b> JLENS	<b>E. CONTRACT/PR NO.</b> DASG60-98-C-0001	<b>F. CONTRACTOR</b> Raytheon
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<b>1. DATA ITEM NO.</b> A020	<b>2. TITLE OF DATA ITEM</b> Operations Security (OPSEC) Plan	<b>3. SUBTITLE</b>
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<b>4. AUTHORITY (Data Acquisition Document No.)</b> DI-MGMT 80934	<b>5. CONTRACT REFERENCE</b> SOW Para 7.0	<b>6. REQUIRING OFFICE</b> SFAE-ASMD-JLN
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<b>7. DD 250 REQ</b> LT	<b>9. DIST STATEMENT REQUIRED</b> Statement Required	<b>10. FREQUENCY</b> One/R	<b>12. DATE OF FIRST SUBMISSION</b> 30 DAC	<b>14. DISTRIBUTION</b>		
<b>8. APP CODE</b> A	<b>11. AS OF DATE</b>	<b>13. DATE OF SUBSEQUENT SUBMISSION</b> As Required		a. ADDRESSEE	b. COPIES	
				Draft	Final	
				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**15. REMARKS**  
 The previously approved OPSEC Plan submitted under the concept definition contract shall be revised to reflect the present program.  
  
 Maintain current to reflect major program changes.  
  
 Approval: G30/C30.  
  
 \* Notify addressee at e-mail address in block 14 when deliverable is placed in electronic server. Letter of transmittal must be signed electronically.

<b>17. PRICE GROUP</b>
<b>18. ESTIMATED TOTAL PRICE</b>

(b)(6)

<b>G. PREPARED BY</b>	<b>H. DATE</b> 17 Oct 03	<b>I. APPROVED BY</b> 	<b>J. DATE</b> 17 Oct 03
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15. TOTAL →

**CONTRACT DATA REQUIREMENTS LIST**

(1 Data Item)

Form Approved  
OMB No. 0704-0188

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<b>A. CONTRACT LINE ITEM NO.</b> 10,12,16	<b>B. EXHIBIT</b> A	<b>C. CATEGORY:</b> TDP <input type="checkbox"/> TM <input type="checkbox"/> OTHER <input type="checkbox"/>
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<b>D. SYSTEM/ITEM</b> JLENS	<b>E. CONTRACT/PR NO.</b> DASG60-98-C-0001	<b>F. CONTRACTOR</b> Raytheon
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<b>1. DATA ITEM NO.</b> A021	<b>2. TITLE OF DATA ITEM</b> Funds Manhour Expenditure Report (FMER)	<b>3. SUBTITLE</b>
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<b>4. AUTHORITY (Data Acquisition Document No.)</b> DI-FNCL-80331	<b>5. CONTRACT REFERENCE</b> SOW Para. 2.6.1	<b>6. REQUIRING OFFICE</b> SFAE-ASMD-JLN
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<b>7. DD 250 REQ</b> LT	<b>9. DIST STATEMENT REQUIRED</b> Statement Required	<b>10. FREQUENCY</b> Monthly	<b>12. DATE OF FIRST SUBMISSION</b> Blk 16	<b>14. DISTRIBUTION</b>		
<b>8. APP CODE</b> N/A		<b>11. AS OF DATE</b>	<b>13. DATE OF SUBSEQUENT SUBMISSION</b> Blk 16	<b>a. ADDRESSEE</b>	<b>b. COPIES</b>	
					Draft	Final Reg. Repr.

**16. REMARKS**  
 Item 12: 20 Calendar days after close of accounting month after contract award.  
 Item 13: 20 days after close of accounting month.  
 Tailor DID, preparation instruction, 10.3.2, funds expenditure graph is not required.  
 \* Notify addressee at e-mail address in block 14 when deliverable is placed in electronic server. Letter of transmittal must be signed electronically.

<b>17. PRICE GROUP</b>
<b>18. ESTIMATED TOTAL PRICE</b>

(b)(6)

<b>G. PREPARED BY</b>	<b>H. DATE</b> 17 Oct 03	<b>I. APPROVED BY</b> 000934	<b>J. DATE</b> 17 Oct 03
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A. CONTRACT LINE ITEM NO. 14,16		B. EXHIBIT		C. CATEGORY: TDP _____ TM _____ OTHER _____			
D. SYSTEM/ITEM JLENS			E. CONTRACT/PR NO. DASG60-98-C-0001		F. CONTRACTOR Raytheon		
1. DATA ITEM NO. A022	2. TITLE OF DATA ITEM Cost Schedule Status Report (C/SSR)				3. SUBTITLE		
4. AUTHORITY (Data Acquisition Document No.) DI-MGMT-81467			5. CONTRACT REFERENCE SOW Para 2 6 2		6. REQUIRING OFFICE SFAE-ASMD-JLN		
7. DD 250 REQ LT	9. DIST STATEMENT REQUIRED Statement Required	10. FREQUENCY Blk 16	12. DATE OF FIRST SUBMISSION Blk 16	14. DISTRIBUTION			
8. APP CODE A		11. AS OF DATE	13. DATE OF SUBSEQUENT SUBMISSION Blk 16	a. ADDRESSEE		b. COPIES	
						Draft	
						Final	
						Reg	
						Repra	
16. REMARKS							
Initial submission shall be 20 calendar days after the close of the first full accounting month after contract modification (reference para. 7.6). Subsequent submissions shall be 15 calendar days after the close of each accounting month throughout the period of performance.							
Reference para. 10.4.1 - to maintain necessary visibility data reported will be separated on teh C/SSR via the WBS structure. Data will be reported to critical item level. Lower level reporting may be required based upon risk and will be determined at the IBR.							
Reference Para. 7.7.1 - at a minimum variance analysis should be provided for +/- 10 current and cumulative cost and schedule variances that are +/- 10%. Contractor shall also provide variance analsis for all WBS elements experiencing a +/- 5% variance at completion. The variance analysis shall include a detailed explanation of the problem, corrective action, and program impact.							
Contractor format is acceptable.							
* Notify addressee at e-mail address in block 14 when deliverable is placed in electronic server. Letter of transmittal must be signed electronically.							
				15. TOTAL →			
G. PREPARED BY			H. DATE 17 Oct 03		I. APPROVED BY 000935		J. DATE 17 Oct 03

17. PRICE GROUP
18. ESTIMATED TOTAL PRICE

(b)(6)

CONTRACT DATA REQUIREMENTS LIST <i>(1 Data Item)</i>						Form Approved OMB No. 0704-0188		
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A. CONTRACT LINE ITEM NO. 4,6,8,12,14,16			B. EXHIBIT		C. CATEGORY: TDP _____ TM _____ OTHER _____			
D. SYSTEM/ITEM JL.FNS			E. CONTRACT/PR NO. DASG60-98-C-0001		F. CONTRACTOR Raytheon			
1. DATA ITEM NO. A023	2. TITLE OF DATA ITEM Producibility Analysis Report				3. SUBTITLE			
4. AUTHORITY (Data Acquisition Document No.) DI-MGMT-80797			5. CONTRACT REFERENCE SOW Para. 3.2		6. REQUIRING OFFICE SFAE-ASMD JLN			
7. DD 250 REQ LT	9. DIST STATEMENT REQUIRED Statement Required	10. FREQUENCY Blk 16		12. DATE OF FIRST SUBMISSION 6 MAC		14. DISTRIBUTION		
8. APP CODE A		11. AS OF DATE	13. DATE OF SUBSEQUENT SUBMISSION Blk 16			a. ADDRESSEE		b. COPIES
16. REMARKS Updates shall be provided 30 days prior to all Program and Design Reviews or as the program dictates.  Approval: G30/C30  Contractor format acceptable.  * Notify addressee at e-mail address in block 14 when deliverable is placed in electronic server. Letter of transmittal must be signed electronically.						[REDACTED]	Draft	Final
							Reg	Repro
						15. TOTAL →		
G. PREPARED BY			H. DATE 17 Oct 03		I. APPROVED BY 000936		J. DATE 17 Oct 03	

17. PRICE GROUP
18. ESTIMATED TOTAL PRICE

(b)(6)



CONTRACT DATA REQUIREMENTS LIST (1 Data Item)						Form Approved OMB No 0704-0188			
<small>The public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any aspect of this collection of information, including suggestions for reducing the burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports (0701 0188), 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202 4302. Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid 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.</small>									
A. CONTRACT LINE ITEM NO. 4,6,8,10,12,14,16		B. EXHIBIT		C. CATEGORY: TDP _____ TM _____ OTHER _____					
D. SYSTEM/ITEM JLENS			E. CONTRACT/PR NO. DASG60-98-C-0001		F. CONTRACTOR Raytheon				
1. DATA ITEM NO. A025	2. TITLE OF DATA ITEM Hazardous Materials Management Program Report				3. SUBTITLE				
4. AUTHORITY (Data Acquisition Document No.) DI-MISC-81397			5. CONTRACT REFERENCE SOW Para 6.3		6. REQUIRING OFFICE SFAF-ASMD-JLN				
7. DD 250 REQ LT	9. DIST STATEMENT REQUIRED	10. FREQUENCY Annually		12. DATE OF FIRST SUBMISSION 6 MAC		14. DISTRIBUTION			
8. APP CODE A		11. AS OF DATE		13. DATE OF SUBSEQUENT SUBMISSION		a. ADDRESSEE			
						b. COPIES			
16. REMARKS - The Contractor shall prepare annual HMMP Progress Reports IAW DI-MISC-81397 to report substances listed in Emergency Planning and Community Right-to-Know Act (EPCRA) Section 313 "toxic chemicals" and EPCRA Section 302, "extremely hazardous substances" (available at <a href="http://www.epa.gov/ceppo/pubs/title3.pdf">http://www.epa.gov/ceppo/pubs/title3.pdf</a> ).  * Notify addressee at e-mail address in block 14 when deliverable is placed in electronic server. Letter of transmittal must be signed electronically.						Draft		Final	
								Reg	
						15. TOTAL →			
G. PREPARED BY			H. DATE 17 Oct 03	I. APPROVED BY 000938		J. DATE 17 Oct 03			

17. PRICE GROUP
18. ESTIMATED TOTAL PRICE

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CONTRACT DATA REQUIREMENTS LIST <i>(1 Data Item)</i>						Form Approved OMB No. 0704-0188	
The public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any aspect of this collection of information, including suggestions for reducing the burden, to Department of Defense, Washington Headquarters Services, Directorate for Operations and Reports (0704-0188), 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302. Respondents should be aware that providing any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid control number. Please DO NOT RETURN your form to the above address. Send completed form to the Government Issuing Contracting Officer for the OPR No. listed in Block F.							
A. CONTRACT LINE ITEM NO. 4,6,8,14		B. EXHIBIT		C. CATEGORY: TDP    TM    OTHER			
D. SYSTEM/ITEM JLENS			E. CONTRACT/PR NO. DASG60-98-C-0001		F. CONTRACTOR Raytheon		
1. DATA ITEM NO. A026	2. TITLE OF DATA ITEM Computer Software Product End Items				3. SUBTITLE Tactical Software		
4. AUTHORITY (Data Acquisition Document No.) DI-MCCR-80700			5. CONTRACT REFERENCE SOW Para. 3.5.3, 3.5.4		6. REQUIRING OFFICE SFAE-ASMD-JLN		
7. DD 250 REQ LT	9. DIST STATEMENT REQUIRED Statement Required	10. FREQUENCY Blk 16		12. DATE OF FIRST SUBMISSION Blk 16		14. DISTRIBUTION	
8. APP CODE		11. AS OF DATE Blk 16	13. DATE OF SUBSEQUENT SUBMISSION Blk 16		a. ADDRESSEE	b. COPIES	
						Draft	Final
						Reg	Repro
16. REMARKS  Content: Source-code-builds of tactical software shall be delivered 30 days prior to design review. All interim releases or software capability builds of the software shall be delivered upon release. Software deliveries shall include all associated documentations and shall be under an approved CM plan.  Media: The specific media on which software and documentaion shall be furnished (9 track, DVD, CD, magnetic tape, 8 mm tapes, floppy disks, and team drops).  * Notify addressee at e-mail address in block 14 when deliverable is placed in ionic server. Letter of transmittal must be signed electronically.						(b)(6)	
15. TOTAL →							
G. PREPARED BY			H. DATE 17 Oct 03		I. APPROVED BY <i>000939</i>		J. DATE 17 Oct 03

17. PRICE GROUP
18. ESTIMATED TOTAL PRICE

CONTRACT DATA REQUIREMENTS LIST

(1 Data Item)

Form Approved OMB No. 0704-0188

The public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any aspect of this collection of information, including suggestions for reducing the burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports (0701-0188), 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302. Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid control number. Please DO NOT RETURN your form to the above address. Send completed form to the Government Issuing Contracting Officer for the contract, PR No. listed in Block E.

A. CONTRACT LINE ITEM NO. 4,6,8,14 B. EXHIBIT C. CATEGORY: TDP \_\_\_ TM \_\_\_ OTHER \_\_\_

D. SYSTEM/ITEM JLENS E. CONTRACT/PR NO. DASG60-98-C-0001 F. CONTRACTOR Raytheon

1. DATA ITEM NO. A027 2. TITLE OF DATA ITEM Software Version Description 3. SUBTITLE

4. AUTHORITY (Data Acquisition Document No.) DI-IPSC-81442A 5. CONTRACT REFERENCE SOW Para. 3.5.5 6. REQUIRING OFFICE SFAE-ASMD-JLN

7. DD 250 REQ LT 9. DIST STATEMENT REQUIRED 10. FREQUENCY Blk 16 12. DATE OF FIRST SUBMISSION Blk 16 14. DISTRIBUTION a. ADDRESSEE b. COPIES Draft Final Reg Repro

16. REMARKS Content: Source-code-builds of tactical software shall be delivered 30 days prior to design review. All interim releases or software capability builds of the software shall be delivered upon release. Software deliveries shall include all associated documentations and shall be under an approved CM plan. Media: The specific media on which software and documentaion shall be furnished (9 track, DVD, CD, magnetic tape, 8 mm tapes, floppy disks, and team drops). \* Notify addressee at e-mail address in block 14 when deliverable is placed in electronic server. Letter of transmittal must be signed electronically.

Table with 4 columns: a. ADDRESSEE, Draft, Final, Reg, Repro. Includes a large black redaction box covering the addressee information.

17. PRICE GROUP 18. ESTIMATED TOTAL PRICE

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G. PREPARED BY H. DATE 17 Oct 03 I. APPROVED BY J. DATE 17 Oct 03

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CONTRACT DATA REQUIREMENTS LIST <i>(1 Data Item)</i>						Form Approved OMB No. 0704-0188					
The public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any aspect of this collection of information, including suggestions for reducing the burden, to Department of Defense, Washington Headquarters Services, Directorate for Operations and Reports (0704-0188), 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302. Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number. Please DO NOT RETURN your form to the above address. Send completed form to the Government Printing Contracting Office for the UPR No. listed in Block E.											
A. CONTRACT LINE ITEM NO. 4,6,8,14			B. EXHIBIT		C. CATEGORY: TDP _____ TM _____ OTHER _____						
D. SYSTEM/ITEM JLENS			E. CONTRACT/PR NO. DASG60-98-C-0001		F. CONTRACTOR Raytheon						
1. DATA ITEM NO. A028	2. TITLE OF DATA ITEM Contractor Work Breakdown Structure				3. SUBTITLE						
4. AUTHORITY (Data Acquisition Document No.) DI-MGMT-81334			5. CONTRACT REFERENCE SOW Para. 2.5		6. REQUIRING OFFICE SFAE-ASMD-JLN						
7. DD 250 REQ LT	9. DIST STATEMENT REQUIRED Statement Required	10. FREQUENCY		12. DATE OF FIRST SUBMISSION 30 DAC		14. DISTRIBUTION					
8. APP CODE A		11. AS OF DATE		13. DATE OF SUBSEQUENT SUBMISSION As Required		a. ADDRESSEE					
16. REMARKS  Approval: G15/C15  * Notify addressee at e-mail address in block 14 when deliverable is placed in electronic server. Letter of transmittal must be signed electronically.						[Redacted]			b. COPIES		
									Draft		
									Reg		Repro
						15. TOTAL →					
G. PREPARED BY			H. DATE 17 Oct 03		I. APPROVED BY 000941		J. DATE 17 Oct 03				

17. PRICE GROUP
18. ESTIMATED TOTAL PRICE

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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 utilizing a system of systems approach whereas each JLENS SDD system consists of one elevated fire control system and one wide-area surveillance system capable of [REDACTED] capability in support of [REDACTED]

(b)(3)(A)

[REDACTED] The fire control system and wide-area surveillance system shall have the capability of operating independently and autonomously and/or together as a JLENS 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
- b. Four processing stations
- c. Four aerostats platforms inclusive of the tethers and mobile mooring stations of identical design
- d. Four communication payloads

2. The proposal shall also include effort for the following:

- a. Trained personnel, equipment, supplies, tools, materials, helium, payload, on-site security, and associated equipment and services required to operate and maintain the systems. The contractor shall provide qualified Flight Directors for tests/demonstrations and normal flight operations. Support to tests/demonstrations/normal flight operations include the relocation and shipment of the hardware and support equipment to the

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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.

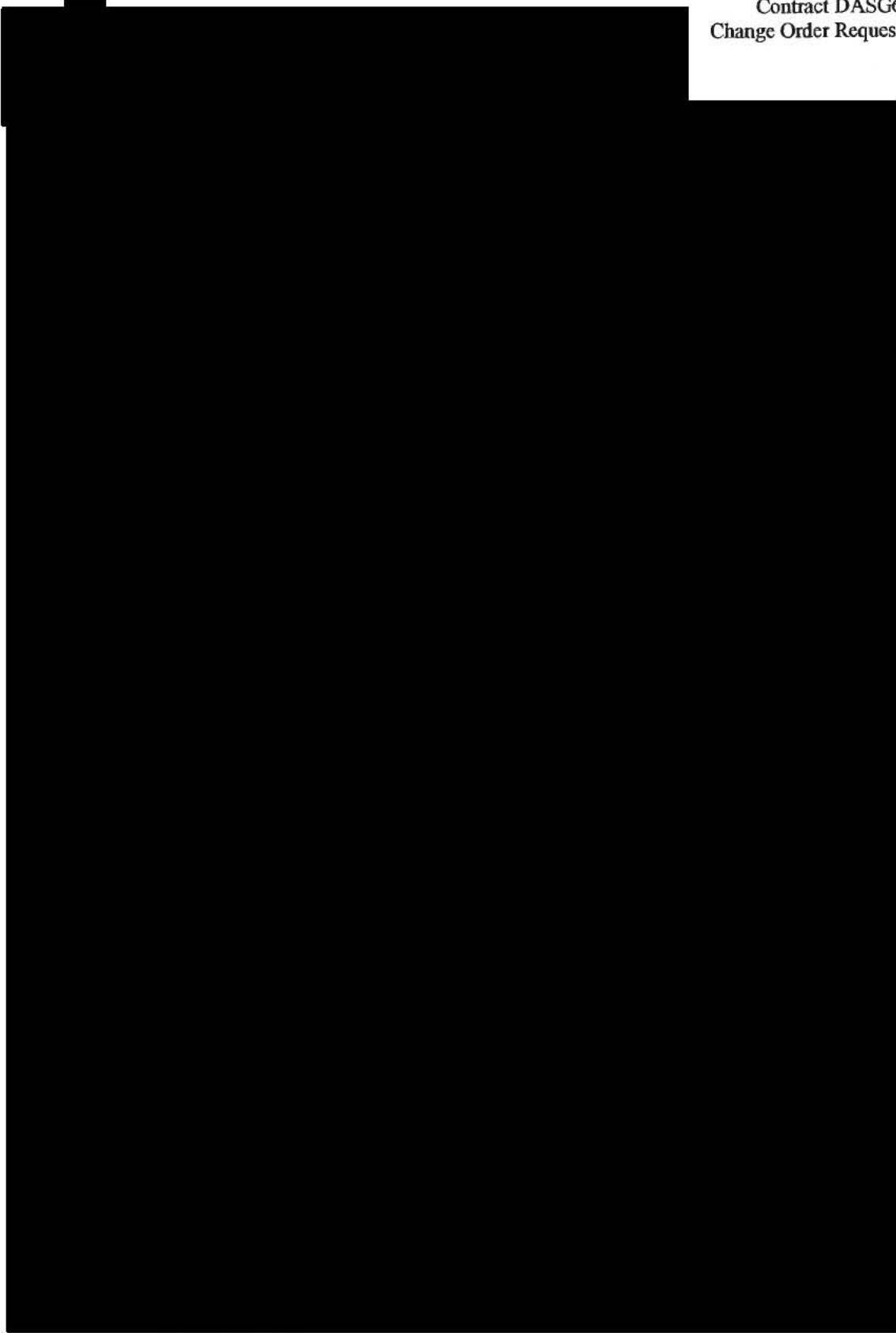
c. The contractor shall, as part of the proposal, identify all equipment (vehicles, generators, forklifts, converters, test equipment, cranes, helium trailers, etc.) required to operate and maintain the systems. The contractor shall provide items if not already in the government inventory.

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.

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**Figure 2.2.7-1. Notional JLENS WBS**

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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	<del>First Quarter FY07</del> TBD
System Integration Laboratory (SIL) Functional Verification Test (FVT)	Second Quarter FY 07
Precision Track Illumination Radar (PTIR) [REDACTED] Complete	Third Quarter FY 07 (b)(3)(A)
Processing Station & CP CDR	Fourth Quarter FY07
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 FY09
Contractor Final Test Report	Second Quarter FY 09
Processing Station Software (TBM, SMTI, LCR) Build 5 Demonstration	Third Quarter FY 09
Log Demo	<del>Third Quarter FY 09</del> TBD
JTA-A Certification Complete	First Quarter FY 10
<u>CLIN 0007, Not Exercised/Informational Only.</u>	
SuR PDR	First Quarter FY 06
SuR CDR	First Quarter FY 07
SuR SIL SIAP Demonstration (Link 16/CEC)	Fourth Quarter FY 08

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

**D. GENERAL:**

1. The address for proposal submission is as follows:

U.S. Army Space and Missile Defense Command

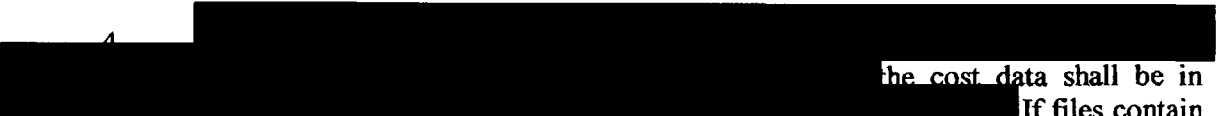


(b)(6)

Huntsville, Alabama 35805-1990

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

3. In each proposal volume, a single cross-reference table to the statement of work (SOW) is required.



the cost data shall be in  
 If files contain

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

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.

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

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## **E. VOLUME DESCRIPTIONS**

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

### **2. VOLUME II - TECHNICAL PROPOSAL:**

a. The technical proposal shall contain a description of the contractor's approach to complete all the requirements of the SOW. Number paragraphs according to the pertinent paragraph in the SOW section to reference the SOW paragraph. It is unacceptable to send proposals containing statements of compliance only (e.g., "will comply"). The technical proposal shall include a description of resources; positions by labor mix; and facilities, equipment, and services (to include government-furnished facilities, equipment and services) to be used in accomplishing the requirements of the statement of work.

b. The proposal shall not merely offer to perform work in accordance with the SOW, but shall describe how to perform the actual work proposed as specifically and concisely as possible. Repeating the SOW without sufficient elaboration is unacceptable. Address all portions of the SOW as specifically and concisely as possible. The proposal shall address: the nature of the requirements as understood by the contractor, identification of critical areas of the requirements, proposed methods of accomplishing overall requirements, and proposed methods of accomplishing critical areas.

c. The technical volume shall include a description of resources (including personnel, equipment, material, software, and subcontractors) proposed for utilization in accomplishing the requirements of the SOW. The description of the equipment shall include make and model. The description of the software shall include the make and version. Contractors may also include any other information deemed pertinent to evaluation of such resources.

d. The Technical Proposal shall be prepared as a Master Integrated Program Schedule (MIPS) and address all the requirements of the SOW, including explicit and implicit plans and tests. It shall be prepared and separated by tabs to cross-reference the applicable section/paragraph of the SOW. The technical proposal shall be formatted in a manner that will allow (1) its incorporation into the contract and (2) its practical application following contract award. The contractor has the flexibility to structure the technical proposal in a manner that satisfies both proposal and post-award application (e.g., appendices, attachments, annexes).

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e. The contractor shall develop an event driven MIPS that describes the technical program, management process and schedules necessary to implement the SOW. Events, criteria, planned accomplishments, etc. shall be shown such that all aspects of performance (operational and support), design and development, fabrication, assembly, integration, testing, quality, and logistics are addressed and oriented towards program objectives. The MIPS shall provide the Government and the contractor a living management document for execution of the program as well as an assessment of progress toward and completion of each activity and milestone. The MIPS shall provide insight into the total work effort (SOW tasking) and address the contractor's approach to develop, implement, and commit to the necessary program and integrated management structure to achieve all program goals. The MIPS shall be organized to track/map to the SOW, CWBS and the government Accelerated CMD schedule. The MIPS shall establish activities and events that must be successfully completed to provide a logical and orderly development process for the Risk Mitigation and Design efforts. The MIPS shall identify planned accomplishments/criteria for each activity/event to ensure a logical, orderly development process is maintained. In the MIPS, the critical path shall be identified; the sensitivity of this path to significant activities/events and associate development/integration/risk mitigation tasks shall be identified; it shall be keyed to the major program milestones. Both a top level MIPS and a detailed version shall be provided.

e. The MIPS shall provide a comprehensive discussion of the contractor's identification of critical issues, alternatives and methodologies for issue resolution, including candidate technologies and requirements implementation.

f. The discussion shall include implementation of approaches to resolve issues in support of the SOW shall be included. The technical proposal shall include a description of resources, facilities, equipment, and services (to include appropriate references to those in the contractor's requested government furnished list) to be used in accomplishing the requirements of the SOW and the need-by date for each of these items. The contractor shall identify all models and simulations, how they will be used to mitigate program risks and the verification and validation process for each model and simulation proposed on this program.

g. The contractor shall describe the integration of the various program and engineering disciplines for the JLENS program by clearly describing the roles, responsibilities, and tasks of each functional area. The summary will provide an overview of the contractor's organization (includes key personnel, major subcontractors, responsibilities, lines of authority, flow of information, etc.) and general approach to support the solicitation requirements. Pertinent aspects of the proposed approach including teaming approaches, if any, subcontracting, and relevant expertise on similar programs should be identified. Particular proposal advantages or unique approaches should also be highlighted. The contractor shall fully describe the integrated management control system established for: scheduling, budgeting, and accumulating cost; assessing earned value; identifying cost and schedule problems; performing estimates at completion; and providing timely detailed performance status to management and the Government.

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h. The contractor shall include a description with charts of the proposed organization to include key technical and management personnel of the contractor's organization and proposed subcontractor(s) organization(s), and associated resumes. Key personnel are the Project Manager, Deputies, Chief of each functional element or the support staff, and other significant personnel. Access to senior corporate technical specialists, such as Chief Scientist, Quality, Safety, shall also be shown. Authority relationships and duties shall be established for the project organization with an indication of level of control of project and company resources. The degree of participation of key personnel and roles of the subcontractor's key personnel shall also be indicated.

i. The contractor shall extend the Program Work Breakdown Structure (PWBS) contained in this change order to the level of detail necessary to accomplish the contract Scope of Work. The PWBS and guidance for its extension to the Contractor Work Breakdown Structure (CWBS) are contained in the SOW Attachment 3.

j. Proposal containing statements of compliance only are not acceptable (e.g., "will comply"). The technical proposal shall contain a qualification of technical performance parameters and sufficient rationale to allow for evaluation of program approaches.

k. The contractor shall develop a crosswalk between the government performance specification and the proposal. If special conditions are required to meet a requirement(s) (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., [REDACTED]). The contractor shall provide a complete Requirements Verification (b)(3)(A) Matrix as described in Section 4 of the government performance specification.

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

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

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**3. APPENDIX A to Volume II: SUBMISSION OF APPROACHES:** The contractor shall re-submitted all approaches as a requirement of CLIN 0005. The requirements and the respective relationship to the SOW are set forth elsewhere in this Special Instructions. All approaches shall describe how the approach is applicable to CLIN 0005 and will also be traceable from the effort described in the approach for each segment.

**a. Program Management Approach:** The contractor shall submit a Program Management (PM) Approach to describe how PM will be implemented in accordance with the requirements of CLIN 0005. Include as minimum: detailed schedules, milestones and achievement criteria for each requirement; detailed descriptions of procedures that will be used to satisfy the requirements; a program schedule that includes detailed milestones and events; and detailed schedules, milestones and achievement criteria for interrelationship of PM to support other requirements.

**b. CAIV Approach:** The contractor shall submit a Cost as an Independent Variable (CAIV) Approach to describe how CAIV management will be implemented in accordance with the requirements of CLIN 0005. The CAIV approach shall described the strategy for setting and managing aggressive but realistic cost objectives for the JLENS System. Include as minimum: detailed schedules, milestones and achievement criteria for each requirement; detailed descriptions of procedures that will be used to satisfy the requirements; a program schedule that includes detailed milestones and events; and detailed schedules, milestones and achievement criteria for interrelationship of CAIV to support other requirements.

**c. Systems Engineering Approach:** The contractor shall submit a System Engineering (SE) Approach to describe how SE will be implemented in accordance with the requirements of CLIN 0005. Include as a minimum: detailed schedules, milestones and achievement criteria for each requirement; detailed descriptions of procedures that will be used to satisfy the requirements; proposed for of the design notebook, proposed SE analyses including trade studies, proposed function block diagrams for the system; proposed developmental tests; proposed software management indicators; description of the software engineering environment; a list of required interface control documents (ICD); a matrix which cross-correlates each requirement in paragraph 3.0 of the performance specification with the unique requirement verification procedure of paragraph 4.0 (including Table 4.1.1) of the system performance specification; and interrelationships of SE to support other requirements. The WBS should be a product based structure. For software management, the contractor shall provide an estimate of the total System Line of Code (SLOC) and a breakdown of the SLOC allocation for the PTIR; [REDACTED]

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(a)(b)

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

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

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

**e. Simulation, Test, and Evaluation Approach:** The contractor shall submit a Simulation, Test, and Evaluation (STE) Approach to describe how STE will be implemented in accordance with the requirements of CLIN 0005. Include as a minimum: detailed schedules, milestones and achievement criteria for each requirement; detailed descriptions of procedures that will be used to verify and validate APS requirements; test matrix and justification for any proposed changes, entrance and exit criteria for CPDR and CCDR, required GFE and facilities by test and location including target requirements; security control methods for handling classified test data; [REDACTED] method for aerodynamic test and analysis; safety fan; process for qualification test for components, subsystem through system level; how the STE approach will minimize the changes to hardware and software between test phases; for interrelationship of STE to support other requirements. (b)(3)(A)

**f. Integrated Logistics Support Approach:** The contractor shall submit an Integrated Logistic Support (ILS) Approach to describe how ILS will be implemented in accordance with the requirements of CLIN 0005. Include as a minimum: detailed schedules, milestones and achievement criteria for each requirement as detailed in the Integrated Support Plan and associate sub-plans; detailed descriptions of procedures that will be used to satisfy the requirements; a program schedule that includes detailed milestones and events; and detailed schedules, milestones, personnel, hardware/software requirements and achievement criteria for interrelationship of ILS to support other requirements.

**g. Product Assurance Approach:** The contractor shall submit a Product Assurance (PA) Approach to describe how PA will be implemented in accordance with the requirements of CLIN 0005. Include as a minimum: detailed schedules, milestones and achievement criteria for each requirement; detailed descriptions of procedures that will be used to satisfy the requirements; a program schedule that includes detailed milestones and events; and detailed schedules, milestones and achievement criteria for interrelationship of PA to support other requirements

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**h. Configuration Management Approach:** The contractor shall submit a Configuration Management (CM) Approach to describe how CM will be implemented in accordance with the requirements of CLIN 0005. Include as a minimum: detailed schedules, milestones and achievement criteria for each requirement; detailed descriptions of procedures that will be used to satisfy the requirements; a program schedule that includes detailed milestones and events; and detailed schedules, milestones and achievement criteria for interrelationship of CM to support other requirements.

**4. Appendix B: The contractor shall submit the updated MIPS (excluding resourced) with the proposal package. The resourced MIPS will be provided at the IBR.**

### **5. VOLUME III - COST:**

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

a. For pricing purposes, the start date of the effort is the date the change order is issued. Include the proposed contract type and period of performance. The cost volume shall provide cost data in response to the SOW, Specification, and change order modification. The cost volume shall consist of the proposed costs for the JLENS Cruise Missile Defense (CMD) Accelerated Program. Provide any other General Information that may be beneficial in evaluation of your proposal.

b. Provide the following information on the first page of your pricing proposal:

- (1) Name, address, voice telephone number, fax number, and e-mail address of cognizant Defense Contract Audit Agency;
- (2) Type of contract (that is, FFP, FPI, CPFF, CPFF Level of Effort, etc.);
- (3) Proposed cost; profit or fee dollars, cost of money dollars, and total for overall contract;
- (4) Place(s) and period(s) of performance;

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- (5) Whether your organization is operating under an accounting system that has been approved for cost type contracts. Whether your organization is subject to cost accounting standards; whether your organization has submitted a CASB Disclosure Statement, and if it has been determined adequate; whether you have been notified that you are or may be in noncompliance with your Disclosure Statement or CAS, and, if yes, an explanation; whether any aspect of this proposal is inconsistent with your disclosed practices or applicable CAS, and, if so, an explanation; and whether the proposal is consistent with your established estimating and accounting principles and procedures and FAR Part 31, Cost Principles, and, if not, an explanation;
- (6) A listing by Line Item Number of each line item's applicable cost, fee, COM, and total dollars;
- (7) Date of submission; and
- (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.

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(5) A consolidated priced Bill of Material shall be provided in descending high dollar format in total by WBS to include description, quantity, price, etc.

(6) A matrix of costs by WBS by government fiscal year by Product IPTs / Cross Product IPTs.  
**The contractor shall provide the test cost and the integrated logistics support cost into separate individual sections.**

(7) A matrix of travel costs by WBS by both government fiscal year shall be provided showing locations, number of trips, number of personnel traveling, car rental, etc.

(8) A consolidated priced list of the GFE/GFP/GFS required of the contractor by the government with a description, cost, quantity, lead time, date required by contractor for items to be provided, availability, etc.

(9) FAR 15.806 requires the prime contractor to submit as part of their cost and pricing data the results of subcontract review and evaluations. For this proposal, the contractor shall obtain assist audits from the DCAA on all subcontract proposals that exceed \$1,000,000. These audit reports and the contractor's cost and technical analyses of these subcontractor proposals shall be furnished to the government NLT forty-five days after the proposal is submitted.

(10) Since subcontractor technical evaluations will be conducted by the government, copies of the subcontractor's cost proposals shall be delivered with the submittal of the contractor's proposal (or furnished directly to the government by the subcontractor for those subcontractor's that do not wish to disclose their rates and factors and rate structure to the prime contractor) in the same level of detail as that required for the contractor's proposal.

d. Section IV: Provide a grand total roll-up summary by cost element breakdown by CFY.

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

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

<u>Category</u>	<u>Base* in Proposal to Which Rate is Applied</u>	<u>Proposed Rate</u>	<u>Contractor Fiscal Year</u>
-----------------	---	----------------------	-------------------------------

(Note to contractor: Include full description to enable DCAA to identify category referenced)

\* Examples of Bases: For Direct Labor the base might be hours; for Overhead the base might be Direct Labor Dollars; For Fee the base might be Labor plus Overhead plus Other Direct Cost.

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

000958



<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>				1. CONTRACT ID CODE V	PAGE OF PAGES 1   3
2. INT/MODIFICATION NO. PE D87	3. EFFECTIVE DATE 29-Jan-2004	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO (If applicable)		
6. ISSUED BY [REDACTED] HUNTSVILLE AL 35807-3801	CODE W9113M	7. ADMINISTERED BY (If other than item 6) DCM TYNGSBORO PO BOX 600 TYNGSBORO MA 01879		CODE NONE	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) RAYTECH COMPANY 100 HARTWELL ROAD BEDFORD MA 01730-0000				9A. AMENDMENT OF SOLICITATION NO	
				9B. DATED (SEE ITEM 11)	
				X 10A. MOD OF CONTRACT/ORDER NO DASG80-98-C-0001	
				X 10B. DATED (SEE ITEM 13) 20-Aug-1998	
CODE 04164		FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended. <input type="checkbox"/> is not extended.					
Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
2. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT/ORDER NO. IN ITEM 10A.					
B. ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).					
C. SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Mutual Agreement and FAR 52.232-22, Limitation of Funds					
D. OTHER (Specify type of modification and authority)					
3. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return 1 copies to the issuing office.					
4. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) The purpose of this modification is to provide incremental funding in the amount of \$146,000 for performance of CLIN 0005 and \$4,912,000 for performance of CLIN 0013, and correct B-9, Incentive Fee For CLINs 0003/0004 and B-14, Incentive Fee For CLINs 0013/0014.  All other terms and conditions remain unchanged and in full force and effect.  Due to a Standard Procurement System defect, the date in block 10B of the SF30 may be inaccurate. That date should be 30 Jan 98.					
except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.					
5A. NAME AND TITLE OF SIGNER (Type or print) [REDACTED] (b)(6)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) [REDACTED] (b)(6)		
15B. CONTRACTOR/ORDER NO. [REDACTED] (b)(6)			16B. DATE SIGNED [REDACTED] (b)(6)		
15C. DATE SIGNED 29 Jan 2004			16C. DATE SIGNED 29 Jan 04		

(b)(6)  
(b)(1)

(b)(6)  
(b)(1)

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XCF TO SF 30  
APPROVED BY OIRM 11-84

30-105-04

STANDARD FORM 30 (Rev. 10-83)  
Prescribed by GSA  
FAR (48 CFR) 51.143

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

The following items are applicable to this modification:

SECTION A - SOLICITATION/CONTRACT FORM  
MODIFICATION

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

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

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

1. SECTION B – SUPPLIES OR SERVICES AND PRICES/COSTS, is modified as follows:

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

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

"(e) Fee Payable. (1) The fee payable under this contract shall be the target fee increased by [REDACTED] that the total allowable cost is less than the target cost or decreased by [REDACTED] that the total allowable cost exceeds the target cost. In no event shall the fee be greater than [REDACTED] or less than [REDACTED] of the target cost." (b)(4)

b. Paragraph B-14, Incentive Fee For CLINs 0013/0014, is modified to correct the written language shown in FAR 52.216-10, Incentive Fee to read as follows:

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

"(e) Fee Payable. (1) The fee payable under this contract shall be the target fee increased by [REDACTED] that the total allowable cost is less than the target cost or decreased by [REDACTED] that the total allowable cost exceeds the target cost. In no event shall the fee be greater than [REDACTED] or less than [REDACTED] of the target cost." (b)(4)

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

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

ACRN: BB  
CUMULATIVE AMOUNT: \$146,000  
ACCT CLASS: 974 0400 1202 184 JT01 606051 65126J 600008 59233 25700  
PRON: NMIPR049207063  
ORDER NO: NMIPR049207063 FUNDED AMT: \$146,000 (P00087)

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

ACRN: AZ  
CUMULATIVE AMOUNT: \$18,912,000  
ACCT CLASS: 214 2040 5Q 5Q17 P172419E55 255Y ER4D730100 S01021  
ER4D730100/44KJLE/4K0000  
ORDER NO: ER4D730100-02 FUNDED AMT: \$4,912,000 (P00087)

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

CLINs 0013 and 0014:

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

(b)(4)

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

(a) In performing CLIN 0005/0006 of this contract, the Contractor is not authorized to make expenditures or incur obligations exceeding \$14,146,000 dollars.

(b) The maximum amount for which the Government shall be liable for CLIN 0005/0006 if this contract is terminated is \$14,146,000 dollars.

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

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

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

(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 - ██████████

(b)(4)

(Share Ratio: government/contractor)

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 ██████████ for every dollar that the total allowable cost is less than the target 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 ██████████ or less than ██████████ the target cost."

(b)(4)

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Overrun: [REDACTED] for the amount by which the total allowable cost exceeds the target cost until minimum fee is attained. (b)(4)

FAR 52.216-10 INCENTIVE FEE

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

(e) Fee payable. (1) The fee payable under this contract shall be the target fee increased by [REDACTED] cents for every dollar that the total allowable cost is less than the target cost or decreased by [REDACTED] cents for every dollar that the total allowable cost exceeds the target cost. In no event shall the fee be greater than [REDACTED] or less than [REDACTED] the target cost. (b)(4)

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

a. SUBCLIN 0015AA:

- (1) The estimated cost, exclusive of fixed fee for SUBCLIN 0015AA, is [REDACTED] (b)(4)
- (2) The fixed fee for SUBCLIN 0015AA is [REDACTED]
- (3) The total amount for SUBCLIN 0015AA is \$8,323,376.

b. SUBCLIN 0015AB:

- (1) The estimated cost, exclusive of fixed fee for SUBCLIN 0015AB, is [REDACTED] (b)(4)
- (2) The fixed fee for SUBCLIN 0015AB [REDACTED]
- (3) The total amount for SUBCLIN 0015AB is \$250,378.

B-16. LEVEL OF EFFORT (Applicable to CLINs 0015/0016):

a. SUBCLIN 0015AA:

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

LABOR CATEGORY

DIRECT PRODUCTIVE  
PERSON HOURS  
LEVEL OF EFFORT

Engineering and Support

[REDACTED] (b)(4)

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

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RAYTHEON COMPANY

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

ACRN: AT  
CUMULATIVE AMOUNT: \$8,960,000  
ACCT CLASS: 213 2040 5Q 5Q17 P172419E55 255Y ER3D730200 S01021  
ER3D730200/34KJLE/4K0000  
ORDER NO: ER3D730200-01 FUNDED AMT: \$1,500,000 (P00070)  
ER3D730200-02 FUNDED AMT: \$1,500,000 (P00071)  
ER3D730200-03 FUNDED AMT: \$1,500,000 (P00074)  
ER3D730200-04 FUNDED AMT: \$1,500,000 (P00077)  
ER3D730200-05 FUNDED AMT: \$2,960,000 (P00079)

ACRN: AW  
CUMULATIVE AMOUNT: \$100,000  
ACCT CLASS: 973 0400 1202 183 JT01 606051 65126J 59241 525700  
NMIPR039207  
ORDER NO: NMIPR039207 FUNDED AMT: \$100,000 (P00079)

ACRN: AY  
CUMULATIVE AMOUNT: \$3,000,000  
ACCT CLASS: 214 2040 5Q 5Q17 P172419E55 255Y ER4D730000 S01021  
ER4D730000/44KJLE/4K0000  
ORDER NO: ER4D730000-01 FUNDED AMT: \$3,000,000 (P00085)

ACRN: BA  
CUMULATIVE AMOUNT: \$14,000,000  
ACCT CLASS: 214 2040 5Q 5Q17 P172419E55 255Y ER4D731500 S01021  
ER4D731500/44KJLE/4K0000  
ORDER NO: ER4D731500-01 FUNDED AMT: \$14,000,000 (P00086)

ACRN: BB  
CUMULATIVE AMOUNT: \$146,000  
ACCT CLASS: 974 0400 1202 184 JT01 606051 65126J 600008 59233 525700  
PRON: NMIPR049207063  
ORDER NO: NMIPR049207063 FUNDED AMT: \$146,000 (P00087)

CLIN 0009

(a) SUBCLIN 0009AA

ACRN: AJ  
CUMULATIVE AMOUNT: \$200,000  
ACCT CLASS: 5703600 290 4750 674478 28060F 503000 F78100  
REF: NACXXX00680104  
ORDER NO/PRON: NACXXX00680104-01 FUNDED AMT: \$200,000 (P00043)

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RAYTHEON COMPANY

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

CLIN 0013

ACRN: AU  
CUMULATIVE AMOUNT: \$7,970,000  
ACCT CLASS: 213 2040 5Q 5Q17 P172419E55 255Y ER3D730000 S01021  
ER3D730000/34KJLE/4K0000  
ORDER NO: ER3D730000-01 FUNDED AMT: \$ 775,000 (P00073)  
ER3D730000-02 FUNDED AMT: \$4,000,000 (P00073)  
ER3D730000-03 FUNDED AMT: \$1,000,000 (P00077)  
ER3D730000-04 FUNDED AMT: \$2,195,000 (P00078)

ACRN: AX  
CUMULATIVE AMOUNT: \$3,396,000  
ACCT CLASS: 213 2040 5Q 5Q17 P172419E55 255Y ER3D740000 S01021  
ER3D740000/34KJLE/4K0000  
ORDER NO: ER3D740000-01 FUNDED AMT: \$3,396,000 (P00080)

ACRN: AZ  
CUMULATIVE AMOUNT: \$18,912,000  
ACCT CLASS: 214 2040 5Q 5Q17 P172419E55 255Y ER4D730100 S01021  
ER4D730100/44KJLE/4K0000  
ORDER NO: ER4D730100-01 FUNDED AMT: \$14,000,000 (P00085)  
ER4D730100-02 FUNDED AMT: \$ 4,912,000 (P00087)



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d. CLINs 0011 and 0012:

(1) Amount Required for Full Funding, Including Fee(s):	\$ <u>41,558,000*</u>
(2) Amount Allotted Under the LOF Clause for Payment of Costs:	\$ _____ -0-
(3) Amount Separately Obligated for Payment of Fee:	\$ _____ -0-
(4) Total Amount Allotted and Obligated:	\$ _____ -0-
(5) Net Amount Required for Full Funding:	\$ <u>41,558,000*</u>
(6) Estimated Period of Performance the Allotted Amount Will Cover:	

\*NOT-TO-EXCEED (NTE)

g. CLINs 0013 and 0014:

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

(b)(4)

h. CLINs 0015 and 0016:

SUBCLIN 00015AA:

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

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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:

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

H-10. INCREMENTAL FUNDING OF THE CONTRACT:

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

b. Pursuant to the Limitation of Funds clause, the sum of [redacted] is presently allotted to CLIN 0001 and available for payment to cover the work to be performed hereunder until 30 Sep 99. The amount of [redacted] is obligated for Potential Fee for a total amount of [redacted] for CLIN 0001. (b)(4)

c. Pursuant to the LIMITATION OF FUNDS clause, the sum of [redacted] is presently allotted to CLIN 0003 and available for payment to cover the work to be performed hereunder until 31 Dec 03. The amount of [redacted] is obligated for Potential Fee (if applicable), for a total amount of [redacted] for CLIN 0003. (b)(4)

Pursuant to the LIMITATION OF FUNDS clause, the sum of [redacted] is presently allotted to CLIN 0013 and available for payment to cover the work to be performed hereunder until 30 Sep 04. The amount of [redacted] is obligated for Potential Fee (if applicable), for a total amount of [redacted] for CLIN 0013. (b)(4)

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

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

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

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

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

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<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			1. CONTRACT ID CODE V	PAGE OF PAGES 1   3
2. AMENDMENT/MODIFICATION NO P00088	3. EFFECTIVE DATE 10-Feb-2004	4. REQUISITION/PURCHASE REQ. NO		5. PROJECT NO. (If applicable)
6. FACILITY CODE W9113M SPACE & MISSILE DEFENSE COMMAND MONTGOMERY AFB AL 36114-3801 (b)(6)	7. ADMINISTERED BY (If other than item 6) DCM TYNGSBORO PO BOX 888 TYNGSBORO MA 01879		CODE NONE	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) RAYTHEON COMPANY 180 HARTWELL ROAD BEDFORD MA 01730 0900			9A. AMENDMENT OF SOLICITATION NO.	
ODE: 04164 FACILITY CODE			9B. DATED (SEE ITEM 11)	
			X 10A. MOD. OF CONTRACT/ORDER NO DASG80-98-C-0001	
			X 10B. DATED (SEE ITEM 13) 20-Aug-1998	
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended.				
Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.				
12. ACCOUNTING AND APPROPRIATION DATA (If required)				
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.				
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.				
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).				
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF _____ Agreement				
D. _____ (Specify type of modification and authority)				
IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.				
DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible) The purpose of this modification is to change the narrative description of CLIN 0005 contained in Modification P00086. Other terms and conditions remain unchanged and in full force and effect. Due to a Standard Procurement System defect, the date in block 10B of the SF30 may be inaccurate. That date should be 30 Jan 98.				
As provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.				
NAME AND TITLE OF SIGNER (Type or print) (b)(6)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) (b)(6)		
DATE SIGNED 2/10/04		DATE SIGNED 2/11/04		

REF: SF 30  
REVISED BY OIRM 11-84

30-105-04

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

000969

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

The following items are applicable to this modification:

SECTION A - SOLICITATION/CONTRACT FORM  
MODIFICATION

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

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

**\*Not-to-Exceed (NTE) subject to downward negotiations only.**  
**\*\*TBD – To Be Determined upon submission of the contractor’s proposal.**  
All amounts, except CLINs 0001, 0002, 0009, and 0010, are subject to an equitable adjustment in accordance with the changes clause.

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

000970

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE	PAGE OF PAGES	
				V	1	2
2. AMENDMENT/MODIFICATION NO. PO00099	3. EFFECTIVE DATE 25-Feb-2004	4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO (If applicable)		
6. Y CODE SPACE & MISSILE DEFENSE COMMAND [REDACTED] PO BOX 1500 HUNTSVILLE AL 35807-3801	W9113M	7. ADMINISTERED BY (If other than item 6) DCM TYNGSBORO PO BOX 688 TYNGSBORO MA 01879		NONE  (b)(6)		
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) RAYTHEON COMPANY 180 HARTWELL ROAD BEDFORD MA 01730-0000				9A. AMENDMENT OF SOLICITATION NO.		
				9B. DATED (SEE ITEM 11)		
				X 10A. MOD. OF CONTRACT/ORDER NO. DASG80-98-C-0001		
CODE 04164 FACILITY CODE				X 10B. DATED (SEE ITEM 13) 20-Aug-1998		
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS						
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended.						
<p>Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:</p> <p>(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted, or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.</p>						
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule						
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.						
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.						
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying e, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).						
C. SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:						
X D. OTHER (Specify type of modification and authority) IAW 52.232-22, Limitation of Funds						
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.						
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) The purpose of this modification is to provide incremental funding in amount of \$72,000 for performance of CLIN 0005.  All other terms and conditions remain unchanged and in full force and effect.  Due to a Standard Procurement System defect, the date in block 10B of the SF30 may be inaccurate. That date should be 30 Jan 98.						
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.						
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)		
				[REDACTED] (b)(6)		
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)		15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY [REDACTED]		16C. DATE SIGNED (b)(6) 25-Feb-2004	
			(Signature of Contracting Officer)			

EXCEPTION TO SF 30  
APPROVED BY OIRM 11-84

30-105-04

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

000971

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

The following items are applicable to this modification:

SECTION A - SOLICITATION/CONTRACT FORM  
MODIFICATION

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

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

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

a. ACRNs BA and BB were inaccurately listed under CLIN 0003 on replacement page 13Bi of modification P00087. These ACRNs should be listed under CLIN 0005. Replacement page 13Bi of the contract is changed accordingly.

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

ACRN:	BC
CUM AMOUNT:	\$72,000
ACCT CLASS:	974 0400 1202 184 JT01 606051 65126J 600008 59233 525700
	PRON: NMIPR049207127
ORDER NO:	NMIPR049207127-01 FUNDED AMT: \$72,000 (P00089)

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

(a) In performing CLIN 0005/0006 of this contract, the Contractor is not authorized to make expenditures or incur obligations exceeding \$14,218,000 dollars.

(b) The maximum amount for which the Government shall be liable for CLIN 0005/0006 if this contract is terminated is \$14,218,000 dollars.

3. The Contracting Office DODAAC has changed from W31RPD to W9113M. Replacement page 1 of the contract is changed accordingly.

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

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

000972

<b>AWARD/CONTRACT</b>		1. THIS CONTRACT IS A MATR. UNDER UNDER SPAC (18 CFR 250)	NA "002 <b>DO-A2</b>	PAGE OF "123 1   19
CONTACT (Proc. Req. Abst.) No. <b>DASG60-98-C-0001</b>		2. EFFECTIVE DATE <b>98 Jan 30</b>	3. MODIFICATION NUMBER (REQ. BY AGENT NO.) <b>ORDER NO.: ERND700500-01</b>	
JOB BY <b>ARMY SPACE AND MISSILE DEFENSE COMMAND ITN &amp; ACQ MGT OPC, SMDC-CM-CN P.O. BOX 1500, HUNTSVILLE, AL 35807-3801</b>		CODE: <b>W9113M</b>	4. ADMINISTERED BY (If other than item 2) <b>DEFENSE LOGISTICS AGENCY P.O. BOX 928 Hanover, MD 21076</b>	
[REDACTED]		SCD: <b>A</b>	ADP: <b>NA</b>	PAS: <b>NONE</b>

7. NAME AND ADDRESS OF CONTRACTOR (Incl. div., city, state and ZIP Code) <b>RAYTHEON COMPANY dba RAYTHEON SYSTEMS COMPANY 180 HARTWELL ROAD BEDFORD, MA 01730</b>		6. DELIVERY <input type="checkbox"/> FOB OFFICE <input checked="" type="checkbox"/> OTHER (Use item 4)
		9. METHOD FOR PAYMENT <b>NET</b>
		10. DELIVERY ADDRESS (If other than above) [REDACTED]
		11. FROM SECTION G, Para. G-1

CODE <b>04164</b>	FACILITY CODE
11. SHIP FORMER FOR <b>SEE DISTRIBUTION LIST ATTACHED TO DD FORM 1425</b>	12. FORMER WILL BE MADE BY <b>OPAS Columbus Cover rolling procedure provided under separate cover</b>

13. AUTHORITY FOR WORK OTHER THAN FULL AND OPEN COMPETITIVE <input checked="" type="checkbox"/> 48 USC 2306a (c) (1) <input type="checkbox"/> 41 USC 2306a (c) (1)	14. APPROVAL AND APPROXIMATE DATE <b>See Section G-5</b>
---	---

TEL. FROM NO.	TEL. SUPPLEMENTARY	TEL. SECURITY	TEL. UNIT	TEL. UNIT FROM	TEL. UNIT TO
See Section E for items 16A through 16F					

15. TOTAL AMOUNT OF ORDER **187,121,532**

(√) SEQ.	DESCRIPTION	Quantity	(√) SEQ.	DESCRIPTION	Quantity
J A	DELIVERY/RECEIPT FORMS	1	J 1	CONTRACT CLARIFICATION	28-4E
J B	SUPPLIES ON ORDERS AND INVENTORY	2-7	PART II - LIST OF ORDERS, ORDERS AND ORDER ACTIONS		
J C	DEFENSE/OPERATIONAL SUPPORT		J 2	LIST OF ATTACHMENTS	47-4E
J D	PACKAGING AND MARKING	8	PART III - BUDGETARY/ACCOUNTING		
J E	INSPECTION AND ACCEPTANCE	9	K REPRESENTATIONS, REPRESENTATIONS AND OTHER DOCUMENTS OF OFFENSES		
J F	DELIVERIES ON PERFORMANCE	10-11	L REPORTS, ORDERS, AND RETURN TO OFFENSES		
J G	CONTRACT ADMINISTRATION DATA	12-16	M DISCONTINUED PARTS FOR ORDERS		
J H	ORDERS, CONTRACT DOCUMENTS	18-24			

17. <input checked="" type="checkbox"/> CONTRACTOR'S RECEIVED AGREEMENT (Contractor to be printed on this side document and given to contractor only to be used for contract administration purposes. The contractor shall be responsible for the accuracy of the information provided on this form. The contractor shall be responsible for the accuracy of the information provided on this form. The contractor shall be responsible for the accuracy of the information provided on this form.)	18. <input type="checkbox"/> AWARD (Contractor to be printed on this side document.) Your signature is required to be printed on this side document. The contractor shall be responsible for the accuracy of the information provided on this form. The contractor shall be responsible for the accuracy of the information provided on this form. The contractor shall be responsible for the accuracy of the information provided on this form.)
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19. NAME AND TITLE OF OFFICIAL (Type or print) <b>See Page 1A</b>		20. NAME OF CONTRACTING OFFICER <b>See Page 1A</b>	
NAME OF CONTRACTOR	TEL. NAME NUMBER	TEL. UNITED STATES OF AMERICA	SEC. DATE ORDER

000973

(b)(6)

**RAYTHEON COMPANY**

**MODIFICATION P00089 TO  
CONTRACT DASG60-98-C-0001  
PAGE 13B OF 49 PAGES  
PREVIOUS: MOD P00087**

ACRN: AT  
CUMULATIVE AMOUNT: \$8,960,000  
ACCT CLASS: 213 2040 5Q 5Q17 P172419E55 255Y ER3D730200 S01021  
ER3D730200/34KJLE/4K0000  
ORDER NO: ER3D730200-01 FUNDED AMT: \$1,500,000 (P00070)  
ER3D730200-02 FUNDED AMT: \$1,500,000 (P00071)  
ER3D730200-03 FUNDED AMT: \$1,500,000 (P00074)  
ER3D730200-04 FUNDED AMT: \$1,500,000 (P00077)  
ER3D730200-05 FUNDED AMT: \$2,960,000 (P00079)

ACRN: AW  
CUMULATIVE AMOUNT: \$100,000  
ACCT CLASS: 973 0400 1202 183 JT01 606051 65126J 59241 525700  
NMIPR039207  
ORDER NO: NMIPR039207 FUNDED AMT: \$100,000 (P00079)

ACRN: AY  
CUMULATIVE AMOUNT: \$3,000,000  
ACCT CLASS: 214 2040 5Q 5Q17 P172419E55 255Y ER4D730000 S01021  
ER4D730000/44KJLE/4K0000  
ORDER NO: ER4D730000-01 FUNDED AMT: \$3,000,000 (P00085)

CLIN 0005

ACRN: BA  
CUMULATIVE AMOUNT: \$14,000,000  
ACCT CLASS: 214 2040 5Q 5Q17 P172419E55 255Y ER4D731500 S01021  
ER4D731500/44KJLE/4K0000  
ORDER NO: ER4D731500-01 FUNDED AMT: \$14,000,000 (P00086)

ACRN: BB  
CUMULATIVE AMOUNT: \$146,000  
ACCT CLASS: 974 0400 1202 184 JT01 606051 65126J 600008 59233 525700  
PRON: NMIPR049207063  
ORDER NO: NMIPR049207063 FUNDED AMT: \$146,000 (P00087)

ACRN: BC  
CUMULATIVE AMOUNT: \$72,000  
ACCT CLASS: 974 0400 1202 184 JT01 606051 65126J 600008 59233 525700  
PRON: NMIPR049207127  
ORDER NO: NMIPR049207127-01 FUNDED AMT: \$72,000 (P00089)

000974



RAYTHEON COMPANY

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

CLIN 0009

(a) SUBCLIN 0009AA

ACRN: AJ  
CUMULATIVE AMOUNT: \$200,000  
ACCT CLASS: 5703600 290 4750 674478 28060F 503000 F78100  
REF: NACXXX00680104  
ORDER NO/PRON: NACXXX00680104-01 FUNDED AMT: \$200,000 (P00043)

000975

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1 CONTRACT ID CODE	PAGE OF PAGES	
				V	1	2
2. AMENDMENT/MODIFICATION NO P00090		3. EFFECTIVE DATE 11-Mar-2004	4. REQUISITION/PURCHASE REQ NO		5. PROJECT NO (If applicable)	
6. BY SPACE & MISSILE DEFENSE COMMAND PO BOX 1500 HUNTSVILLE AL 35807-3801		CODE WV9113M	7. ADMINISTERED BY (If other than item 6) DCM TYNGSBORO PO BOX 688 TYNGSBORO MA 01879		CODE NONE (b)(6)	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) RAYTHEON COMPANY 180 HARTWELL ROAD BEDFORD MA 01730-0000				9A. AMENDMENT OF SOLICITATION NO.		
				9B. DATED (SEE ITEM 11)		
				X	10A. MOD. OF CONTRACT/ORDER NO. DASG60-98-C-0001	
				X	10B. DATED (SEE ITEM 13) 20-Aug-1998	
CODE 04164		FACILITY CODE				
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS						
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended.						
<p>Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:</p> <p>(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.</p>						
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule						
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.						
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.						
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying (i.e., appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B). ; SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:						
X D. OTHER (Specify type of modification and authority) IAW 52.232-22, Limitation of Funds						
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.						
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) The purpose of this modification is to provide incremental funding in the amount of \$6,500,000 for performance of CLIN 0005. All other terms and conditions remain unchanged and in full force and effect. Due to a Standard Procurement System defect, the date in block 10B of the SF30 may be inaccurate. That date should be 30 Jan 98.						
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.						
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)		
				(b)(6)		
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)		15C. DATE SIGNED	16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)		16C. DATE SIGNED 11-Mar-2004	

EXCEPTION TO SF 30  
APPROVED BY OIRM 11-84

30-105-04

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

000976

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

**The following items are applicable to this modification:**

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

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

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

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

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

ACRN:	BA
CUMULATIVE AMOUNT:	\$20,500,000
ACCT CLASS:	214 2040 5Q 5Q17 P172419E55 255Y ER4D731500 S01021 ER4D731500/44KJLE/4K0000
ORDER NO:	ER4D731500-02 FUNDED AMT: \$6,500,000 (P00090)

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

(a) In performing CLIN 0005/0006 of this contract, the Contractor is not authorized to make expenditures or incur obligations exceeding \$20,718,000 dollars.

(b) The maximum amount for which the Government shall be liable for CLIN 0005/0006 if this contract is terminated is \$20,718,000 dollars.

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

DELETE	ADD
Page 13Bi, Modification P00089	Page 13Bi, Modification P00090

000977

ACRN: AT  
CUMULATIVE AMOUNT: \$8,960,000  
ACCT CLASS: 213 2040 5Q 5Q17 P172419E55 255Y ER3D730200 S01021  
ER3D730200/34KJLE/4K0000  
ORDER NO: ER3D730200-01 FUNDED AMT: \$1,500,000 (P00070)  
ER3D730200-02 FUNDED AMT: \$1,500,000 (P00071)  
ER3D730200-03 FUNDED AMT: \$1,500,000 (P00074)  
ER3D730200-04 FUNDED AMT: \$1,500,000 (P00077)  
ER3D730200-05 FUNDED AMT: \$2,960,000 (P00079)

ACRN: AW  
CUMULATIVE AMOUNT: \$100,000  
ACCT CLASS: 973 0400 1202 183 JT01 606051 65126J 59241 525700  
NMIPR039207  
ORDER NO: NMIPR039207 FUNDED AMT: \$100,000 (P00079)

ACRN: AY  
CUMULATIVE AMOUNT: \$3,000,000  
ACCT CLASS: 214 2040 5Q 5Q17 P172419E55 255Y ER4D730000 S01021  
ER4D730000/44KJLE/4K0000  
ORDER NO: ER4D730000-01 FUNDED AMT: \$3,000,000 (P00085)

CLIN 0005

ACRN: BA  
CUMULATIVE AMOUNT: \$20,500,000  
ACCT CLASS: 214 2040 5Q 5Q17 P172419E55 255Y ER4D731500 S01021  
ER4D731500/44KJLE/4K0000  
ORDER NO: ER4D731500-01 FUNDED AMT: \$14,000,000 (P00086)  
ER4D731500-02 FUNDED AMT: \$ 6,500,000 (P00090)

ACRN: BB  
CUMULATIVE AMOUNT: \$146,000  
ACCT CLASS: 974 0400 1202 184 JT01 606051 65126J 600008 59233 525700  
PRON: NMIPR049207063  
ORDER NO: NMIPR049207063 FUNDED AMT: \$146,000 (P00087)

ACRN: BC  
CUMULATIVE AMOUNT: \$72,000  
ACCT CLASS: 974 0400 1202 184 JT01 606051 65126J 600008 59233 525700  
PRON: NMIPR049207127  
ORDER NO: NMIPR049207127-01 FUNDED AMT: \$72,000 (P00089)

000978

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

1 CONTRACT ID CODE: **V** PAGE OF PAGES: **1** | **2**

2 AMENDMENT/MODIFICATION NO. <b>P00091</b>	3 EFFECTIVE DATE <b>07-May-2004</b>	4 REQUISITION/PURCHASE REQ NO.	5 PROJECT NO. (If applicable)
6 A. Y CODE <b>W9113M</b>	7 ADMINISTERED BY (If other than item 6) <b>DCM TYNGSBORO PO BOX 888 TYNGSBORO MA 01879</b>		CODE: <b>NONE</b>

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) <b>RAYTHEON COMPANY 180 HARTWELL ROAD BEDFORD MA 01730-0000</b>	9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED (SEE ITEM 11)
	X 10A. MOD. OF CONTRACT/ORDER NO. <b>DASG60-98-C-0001</b>
	X 10B. DATED (SEE ITEM 13) <b>20-Aug-1998</b>

CODE **04164** FACILITY CODE

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

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

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

ACCOUNTING AND APPROPRIATION DATA (If required)  
**See Schedule**

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

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

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

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

Specify type of modification and authority)  
 AVW 2-22, Limitation of Funds and Mutual Agreement

IMPORTANT: Contractor  is not,  is required to sign this document and return **1** copies to the issuing office.

DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
 e purpose of this modification is to effect the following changes:  
 Provide incremental funding in the amount of \$85,000 for performance of CLIN 0005, and  
 Replace Contract Data Requirements List Data Item No. A011, Software Development Plan.  
 other terms and conditions remain unchanged and in full force and effect.  
 to a Standard Procurement System defect, the date in block 10B of the SF30 may be inaccurate. That date should be 30 Jan 98.

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

NAME AND TITLE OF SIGNER (Type or print) <b>(b)(6)</b>	16A. NAME AND TITLE OF SIGNER (Type or print) <b>(b)(6)</b>
DATE SIGNED <b>7 May 2004</b>	16B. DATE SIGNED <b>MAY - 7 2004</b>

000979

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

The following items are applicable to this modification:

SECTION A - SOLICITATION/CONTRACT FORM  
MODIFICATION

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

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

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

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

ACRN:	BD
CUMULATIVE AMOUNT:	\$85,000
ACCT CLASS:	21 4 2040 0000 5Q-5Q07 P643327S3200 S01021 44N005/4N41JS254N/4N0000
ORDER NO:	4N41JS254N FUNDED AMT: \$85,000 (P00091)

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

(a) In performing CLIN 0005/0006 of this contract, the Contractor is not authorized to make expenditures or incur obligations exceeding \$20,803,000 dollars.

(b) The maximum amount for which the Government shall be liable for CLIN 0005/0006 if this contract is terminated is \$20,803,000 dollars.

3. Modification P00086, Contract Data Requirements List (DD Form 1423), Data Item No. A011 Software Development Plan, dated 17 Oct 03, is hereby deleted and replaced with the attached Data Item No. A011, Software Development Plan, dated 5 May 2004.

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

DELETE

ADD

Page 13Bii, Modification P00089

Page 13Bii, Modification P00091

000980

RAYTHEON COMPANY

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

ACRN: BD  
CUMULATIVE AMOUNT: \$85,000  
ACCT CLASS: 21 4 2040 0000 5Q-5Q07 P643327S3200 S01021  
44N005/4N41JS254N/4N0000  
ORDER NO: 4N41JS254N FUNDED AMT: \$85,000 (P00091)

CLIN 0009

(a) SUBCLIN 0009AA

ACRN: AJ  
CUMULATIVE AMOUNT: \$200,000  
ACCT CLASS: 5703600 290 4750 674478 28060F 503000 F78100  
REF: NACXXX00680104  
ORDER NO/PRON: NACXXX00680104-01 FUNDED AMT: \$200,000 (P00043)

000981

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

Form Approved  
OMB No. 0704-0188

The public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports (0701-0188), 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302. Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number. Please DO NOT RETURN your form to this address. Send completed form to the Government Issuing Contracting Officer for the Contract/PR No. listed in Block E.

**A. CONTRACT LINE ITEM NO.** 6, 8, 14      **B. EXHIBIT** A      **C. CATEGORY:**  
TDP \_\_\_\_\_ TM \_\_\_\_\_ OTHER \_\_\_\_\_

**D. SYSTEM/ITEM** JI.ENS      **E. CONTRACT/PR NO.** DASG60-98-C-0001      **F. CONTRACTOR** Raytheon

**1. DATA ITEM NO.** A011      **2. TITLE OF DATA ITEM** Software Development Plan      **3. SUBTITLE**

**4. AUTHORITY (Data Acquisition Document No.)** DI-IPSC-81427A      **5. CONTRACT REFERENCE** SOW Para 3.5.3      **6. REQUIRING OFFICE** SFAE-ASMD-JLN

<b>7. DD 250 REQ</b> LT	<b>9. DIST STATEMENT REQUIRED</b> Statement Required	<b>10. FREQUENCY</b>	<b>12. DATE OF FIRST SUBMISSION</b> 15 July 2004	<b>14. DISTRIBUTION</b>		
<b>8. APP CODE</b> A		<b>11. AS OF DATE</b>	<b>13. DATE OF SUBSEQUENT SUBMISSION</b> As Required	a. APPROVED	b. COPIES	
					Draft	Final
					Reg	Repro

**16. REMARKS**  
Submission 15 July 2004 and 60 days prior to each DR(s). Subsequent submissions as required. Contents of software development plan shall be IAW DID.  
  
Approval: G30/C30.  
  
Contractor format acceptable.  
  
\* Notify addressee at e-mail address in block 14 when deliverable is placed in electronic server. Letter of transmittal must be signed electronically

**17. PRICE GROUP**  
  
**18. ESTIMATED TOTAL PRICE**

(b)(6)

000982

**15. TOTAL** →

**H. DATE** 5 May 2004      **J. DATE** 5 May 2004

(b)(6)



AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1 CONTRACT ID CODE V	PAGE OF PAGES 1   2
2. AMENDMENT/MODIFICATION NO. P00092	3. EFFECTIVE DATE 24-May-2004	4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If applicable)
6. ISSUED BY [REDACTED] DEFENSE COMMAND PO BOX 1500 HUNTSVILLE AL 35007-3001	CODE W9113M	7. ADMINISTERED BY (If other than item 6) DCM TYNGSBORO PO BOX 688 TYNGSBORO MA 01879		CODE NONE
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) RAYTHEON COMPANY 180 HARTWELL ROAD BEDFORD MA 01730-0000			9A. AMENDMENT OF SOLICITATION NO.	
			9B. DATED (SEE ITEM 11)	
			X 10A. MOD. OF CONTRACT/ORDER NO. DASG60-98-C-0001	
			X 10B. DATED (SEE ITEM 13) 20-Aug-1998	
CODE 04164		FACILITY CODE		
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted, or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.				
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule				
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.				
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.				
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying funds, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B). A SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:				
X D. OTHER (Specify type of modification and authority) IAW 52.232-22, Limitation of Funds				
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.				
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) The purpose of this modification is to provide incremental funding in the amount of \$100,000 for performance of CLIN 0005.  All other terms and conditions remain unchanged and in full force and effect.  Sue to a Standard Procurement System defect, the date in block 10B of the SF30 may be inaccurate. That date should be 30 Jan 98.				
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.				
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
			[REDACTED] (b)(6)	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY [REDACTED] (Signature of Contracting Officer)		16C. DATE SIGNED 24-May-2004 (b)(6)

EXCEPTION TO SF 30  
APPROVED BY OIRM 11-84

30-105-04

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

000983

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

The following items are applicable to this modification:

SECTION A - SOLICITATION/CONTRACT FORM  
MODIFICATION

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

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

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

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

ACRN:	BE
CUMULATIVE AMOUNT:	\$100,000
ACCT CLASS:	214 2040 5Q 5Q17 P172419E55 255Y ER4D732100 S01021 ER4D732100/44KJLE/4K0000
ORDER NO:	ER4D732100-01 FUNDED AMT: \$100,000 (P00092)

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

(a) In performing CLIN 0005/0006 of this contract, the Contractor is not authorized to make expenditures or incur obligations exceeding \$20,903,000 dollars.

(b) The maximum amount for which the Government shall be liable for CLIN 0005/0006 if this contract is terminated is \$20,903,000 dollars.

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

DELETE

ADD

Page 13Bii, Modification P00091

Page 13Bii, Modification P00092

000984

RAYTHEON COMPANY

MODIFICATION P00092 TO  
CONTRACT DASG60-98-C-0001  
PAGE 13Bi 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 5Q 5Q17 P172419E55 255Y ER4D732100 S01021  
ER4D732100/44KJLE/4K0000  
ORDER NO: ER4D732100-01 FUNDED AMT: \$100,000 (P00092)

CLIN 0009

(a) SUBCLIN 0009AA

ACRN: AJ  
CUMULATIVE AMOUNT: \$200,000  
ACCT CLASS: 5703600 290 4750 674478 28060F 503000 F78100  
REF: NACXXX00680104  
ORDER NO/PRON: NACXXX00680104-01 FUNDED AMT: \$200,000 (P00043)

000985

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1 CONTRACT ID CODE V	PAGE OF PAGES 1   2
2 AMENDMENT/MODIFICATION NO P00093	3 EFFECTIVE DATE 21-Jun-2004	4 REQUESTOR/PURCHASER REQ NO		5 PROJECT NO (if applicable)
6 FISCAL YEAR FY	CODE W9113M	7 ADMINISTERED BY (If other than item 6) DCM TYNGSBORO PO BOX 688 TYNGSBORO MA 01879		CODE NONE
8 NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) RAYTHEON COMPANY 180 HARTWELL ROAD BEDFORD MA 01730-0000		9A. AMENDMENT OF SOLICITATION NO.		
		9B. DATED (SEE ITEM 11)		
		X 10A. MOD. OF CONTRACT/ORDER NO. DASG60-98-C-0001		
		X 10B. DATED (SEE ITEM 13) 20-Aug-1998		
CODE 04164		FACILITY CODE		
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
<input type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended.				
<p>Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods</p> <p>(a) By completing items 8 and 15, and returning _____ copies of the amendment, (b) by acknowledging receipt of this amendment on each copy of the offer submitted, or (c) by separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.</p>				
12. ACCOUNTING AND APPROPRIATION DATA (If required) <b>See Schedule</b>				
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.				
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.				
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying loc, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B). ; SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:				
X D. OTHER (Specify type of modification and authority) IAW 52.232-22, Limitation of Funds				
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.				
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) The purpose of this modification is to provide incremental funding in the amount of \$100,000 for performance of CLIN 0005.  All other terms and conditions remain unchanged and in full force and effect.  Due to a Standard Procurement System defect, the date shown in block 10B of the SF30 may be inaccurate. That date should be 30 Jan 98.				
Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.				
15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)		
		(b)(6)		
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA  (b)(6)		16C. DATE SIGNED (b)(6) 21-Jun-2004

EXCEPTION TO SF 30  
APPROVED BY OIRM 11-84

30-105-04

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

000986

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

**The following items are applicable to this modification:**

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

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

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

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

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

ACRN:	BF
CUMULATIVE AMOUNT:	\$100,000
ACCT CLASS:	21 4 2040 0000 5Q 5Q07 643327S2700 255Y S01021 44N006/4N41JD224N/4N0000
ORDER NO:	4N41JD224N-Basic FUNDED AMT: \$100,000 (P00093)

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

(a) In performing CLIN 0005/0006 of this contract, the Contractor is not authorized to make expenditures or incur obligations exceeding \$21,003,000 dollars.

(b) The maximum amount for which the Government shall be liable for CLIN 0005/0006 if this contract is terminated is \$21,003,000 dollars.

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

DELETE

ADD

Page 13Bii, Modification P00092

Page 13Bii, Modification P00093

000987

RAYTHEON COMPANY

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

ACRN: BD  
CUMULATIVE AMOUNT: \$85,000  
ACCT CLASS: 21 4 2040 0000 5Q-5Q07 P643327S3200 S01021  
44N005/4N41JS254N/4N0000  
ORDER NO: 4N41JS254N FUNDED AMT: \$85,000 (P00091)

ACRN: BE  
CUMULATIVE AMOUNT: \$100,000  
ACCT CLASS: 214 2040 5Q 5Q17 P172419E55 255Y ER4D732100 S01021  
ER4D732100/44KJLE/4K0000  
ORDER NO: ER4D732100-01 FUNDED AMT: \$100,000 (P00092)

ACRN: BF  
CUMULATIVE AMOUNT: \$100,000  
ACCT CLASS: 21 4 2040 0000 5Q 5Q07 643327S2700 255Y S01021  
44N006/4N41JD224N/4N0000  
ORDER NO: 4N41JD224N-Basic FUNDED AMT: \$100,000 (P00093)

CLIN 0009

(a) SUBCLIN 0009AA

ACRN: AJ  
CUMULATIVE AMOUNT: \$200,000  
ACCT CLASS: 5703600 290 4750 674478 28060F 503000 F78100  
REF: NACXXX00680104  
ORDER NO/PRON: NACXXX00680104-01 FUNDED AMT: \$200,000 (P00043)

000988

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE	PAGE OF PAGES
				V	1   5
2. AMENDMENT/MODIFICATION NO. P00094	3. EFFECTIVE DATE 26-Jul-2004	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)		
6. IC CODE W9113M	7. ADMINISTERED BY (If other than item 6) DCM TYNGSBORO PO BOX 688 TYNGSBORO MA 01879		CODE NONE		
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) RAYTHEON COMPANY 180 HARTWELL ROAD BEDFORD MA 01730-0000				9A. AMENDMENT OF SOLICITATION NO.	
				9B. DATED (SEE ITEM 11)	
				X 10A. MOD. OF CONTRACT/ORDER NO. DASG60-98-C-0001	
				X 10B. DATED (SEE ITEM 13) 20-Aug-1998	
CODE 04164		FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended.					
Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying %, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).					
X. SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Mutual Agreement					
D. OTHER (Specify type of modification and authority)					
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) The purpose of this modification is to effect the following changes: 1. Decrease incremental funding in the amount of \$1,975,321 for performance of CLIN 0003. 2. Provide incremental funding in the amount of \$1,975,321 for performance of CLIN 0005 and \$500,000 for performance of CLIN 0013. 3. Revise the Key Personnel clause of the contract. 4. All other terms and conditions remain unchanged and in full force and effect.					
Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.					
15A. NAME AND TITLE OF SIGNER (Type or print) (b)(6)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) (b)(6)		
15C. DATE SIGNED (b)(6) 7/28/04			16C. DATE SIGNED (b)(6) JUL 29 2004		
Signature of person authorized to sign			BY (Signature of Contracting Officer)		

EXCEPTION TO SF 30  
APPROVED BY OIRM 11-84

30-105-04

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

000989

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

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





(1) Amount Required for Full Funding, Including Fee(s):	\$ 145,166,476	-0-	\$ 145,166,476
(2) Amount Allotted under the LOF Clause for Payment of Target Costs:	[REDACTED]		
(3) Amount Separately Obligated for Payment for Target Fee:	[REDACTED]		
(4) Total Amount Allotted and Obligated:	\$ 98,713,422	(\$ 1,975,321)	\$ 96,738,101
(5) Net Amount Required for Full Funding:	\$ 46,453,054	\$ 1,975,321	\$ 48,428,375
(6) Estimated Period of Performance the Allotted Amount will cover:	31 Dec 03		31 Dec 03

(b)(4)

CLINs 0013 and 0014:

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

(b)(4)

2. SECTION H – SPECIAL CONTRACT REQUIREMENTS: H-14, KEY PERSONNEL is changed to read as follows:

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

b. Key Personnel List:

NAME

POSITION

[REDACTED]

(b)(6)

(b)(6)

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

000991

(a) In performing CLIN 0005/0006 of this contract, the Contractor is not authorized to make expenditures or incur obligations exceeding \$22,978,321 dollars.

(b) The maximum amount for which the Government shall be liable for CLIN 0005/0006 if this contract is terminated is \$22,978,321 dollars.

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

DELETE

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

ADD

Page 13Bi, Modification P00094  
Page 13Bii, Modification P00094  
Page 13D, Modification P00094  
Page 14, Modification P00094  
Page 15, Modification P00094  
Page 21, Modification P00094  
Page 24, Modification P00094

000 992

ACRN: AT  
 CUMULATIVE AMOUNT: \$6,984,679  
 ACCT CLASS: 213 2040 5Q 5Q17 P172419E55 255Y ER3D730200 S01021  
 ER3D730200/34KJLE/4K0000  
 ORDER NO: ER3D730200-01 FUNDED AMT: \$1,500,000 (P00070)  
 ER3D730200-02 FUNDED AMT: \$1,500,000 (P00071)  
 ER3D730200-03 FUNDED AMT: \$1,500,000 (P00074)  
 ER3D730200-04 FUNDED AMT: \$1,500,000 (P00077)  
 ER3D730200-05 FUNDED AMT: \$2,960,000 (P00079)  
 ER3D730200-06 FUNDED AMT: (\$1,975,321) (P00094)

ACRN: AW  
 CUMULATIVE AMOUNT: \$100,000  
 ACCT CLASS: 973 0400 1202 183 JT01 606051 65126J 59241 525700  
 NMIPR039207  
 ORDER NO: NMIPR039207 FUNDED AMT: \$100,000 (P00079)

ACRN: AY  
 CUMULATIVE AMOUNT: \$3,000,000  
 ACCT CLASS: 214 2040 5Q 5Q17 P172419E55 255Y ER4D730000 S01021  
 ER4D730000/44KJLE/4K0000  
 ORDER NO: ER4D730000-01 FUNDED AMT: \$3,000,000 (P00085)

CLIN 0005

ACRN: BA  
 CUMULATIVE AMOUNT: \$20,500,000  
 ACCT CLASS: 214 2040 5Q 5Q17 P172419E55 255Y ER4D731500 S01021  
 ER4D731500/44KJLE/4K0000  
 ORDER NO: ER4D731500-01 FUNDED AMT: \$14,000,000 (P00086)  
 ER4D731500-02 FUNDED AMT: \$ 6,500,000 (P00090)

ACRN: BB  
 CUMULATIVE AMOUNT: \$146,000  
 ACCT CLASS: 974 0400 1202 184 JT01 606051 65126J 600008 59233 525700  
 PRON: NMIPR049207063  
 ORDER NO: NMIPR049207063 FUNDED AMT: \$146,000 (P00087)

ACRN: BC  
 CUMULATIVE AMOUNT: \$72,000  
 ACCT CLASS: 974 0400 1202 184 JT01 606051 65126J 600008 59233 525700  
 PRON: NMIPR049207127  
 ORDER NO: NMIPR049207127-01 FUNDED AMT: \$72,000 (P00089)

000993

ACRN: BD  
CUMULATIVE AMOUNT: \$85,000  
ACCT CLASS: 21 4 2040 0000 5Q-5Q07 P643327S3200 S01021  
44N005/4N41JS254N/4N0000  
ORDER NO: 4N41JS254N FUNDED AMT: \$85,000 (P00091)

ACRN: BE  
CUMULATIVE AMOUNT: \$100,000  
ACCT CLASS: 214 2040 5Q 5Q17 P172419E55 255Y ER4D732100 S01021  
ER4D732100/44KJLE/4K0000  
ORDER NO: ER4D732100-01 FUNDED AMT: \$100,000 (P00092)

ACRN: BF  
CUMULATIVE AMOUNT: \$100,000  
ACCT CLASS: 21 4 2040 0000 5Q 5Q07 643327S2700 255Y S01021  
44N006/4N41JD224N/4N0000  
ORDER NO: 4N41JD224N-Basic FUNDED AMT: \$100,000 (P00093)

ACRN: BG  
CUMULATIVE AMOUNT: \$1,975,321  
ACCT CLASS: 213 2040 5Q 5Q17 P172419E55 255Y ER3D732100 S01021  
ER3D732100/34KJLE/4K0000  
ORDER NO: ER3D732100-01 FUNDED AMT: \$1,975,321 (P00094)

CLIN 0009

(a) SUBCLIN 0009AA

ACRN: AJ  
CUMULATIVE AMOUNT: \$200,000  
ACCT CLASS: 5703600 290 4750 674478 28060F 503000 F78100  
REF: NACXXX00680104  
ORDER NO/PRON: NACXXX00680104-01 FUNDED AMT: \$200,000 (P00043)

000994

CLIN 0013


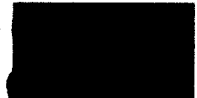

ACRN: AU  
CUMULATIVE AMOUNT: \$7,970,000  
ACCT CLASS: 213 2040 5Q 5Q17 P172419E55 255Y ER3D730000 S01021  
ER3D730000/34KJLE/4K0000  
ORDER NO: ER3D730000-01 FUNDED AMT: \$ 775,000 (P00073)  
ER3D730000-02 FUNDED AMT: \$4,000,000 (P00073)  
ER3D730000-03 FUNDED AMT: \$1,000,000 (P00077)  
ER3D730000-04 FUNDED AMT: \$2,195,000 (P00078)

ACRN: AX  
CUMULATIVE AMOUNT: \$3,396,000  
ACCT CLASS: 213 2040 5Q 5Q17 P172419E55 255Y ER3D740000 S01021  
ER3D740000/34KJLF/4K0000  
ORDER NO: ER3D740000-01 FUNDED AMT: \$3,396,000 (P00080)

ACRN: AZ  
CUMULATIVE AMOUNT: \$19,412,000  
ACCT CLASS: 214 2040 5Q 5Q17 P172419E55 255Y ER4D730100 S01021  
ER4D730100/44KJLE/4K0000  
ORDER NO: ER4D730100-01 FUNDED AMT: \$14,000,000 (P00085)  
ER4D730100-02 FUNDED AMT: \$ 4,912,000 (P00087)  
ER4D730100-03 FUNDED AMT: \$ 500,000 (P00094)

000995

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

- a. CLINs 0001 and 0002:
  - (1) Amount Required for Full Funding: \$ 437,946
  - (2) Amount Allotted Under the LOF Clause for Payment of Costs:  (b)(4)
  - (3) Total Amount Allotted and Obligated: \$ 440,100
  - (4) Net Amount Required for Full Funding: \$ (2,154)
  - (5) Estimated Period of Performance the Allotted Amount Will Cover: 30 Sep 99
  
- b. CLINs 0003 and 0004:
  - (1) Amount Required for Full Funding, Including Fee(s): \$145,166,476
  - (2) Amount Allotted Under the LOF Clause for Payment of Target Costs:  (b)(4)
  - (3) Amount Separately Obligated for Payment of Target Fee: 
  - (4) Total Amount Allotted and Obligated: \$ 96,738,101\*
  - (5) Net Amount Required for Full Funding: \$ 48,428,375\*
  - (6) Estimated Period of Performance the Allotted Amount Will Cover: 31 Dec 03
  
- c. CLINs 0005 and 0006:
  - SUBCLIN 0005AA
  - (1) Amount Required for Full Funding, Including Fee(s): \$164,011,800\*
  - (2) Amount Allotted Under the LOF Clause for Payment of Costs: \$ -0-
  - (3) Amount Separately Obligated for Payment of Target Fee: \$ -0-
  - (4) Total Amount Allotted and Obligated: \$ -0-
  - (5) Net Amount Required for Full Funding: \$164,011,800\*
  - (6) Estimated Period of Performance the Allotted Amount Will Cover:

\*NOT-TO-EXCEED (NTE)


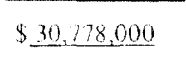
000996

d. CLINs 0011 and 0012:

(1) Amount Required for Full Funding, Including Fee(s):	\$ <u>41,558,000*</u>
(2) Amount Allotted Under the LOF Clause for Payment of Costs:	\$ <u>-0-</u>
(3) Amount Separately Obligated for Payment of Fee:	\$ <u>-0-</u>
(4) Total Amount Allotted and Obligated:	\$ <u>-0-</u>
(5) Net Amount Required for Full Funding:	\$ <u>41,558,000*</u>
(6) Estimated Period of Performance the Allotted Amount Will Cover:	

**\*NOT-TO-EXCEED (NTE)**

g. CLINs 0013 and 0014:

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

(b)(4)

h. CLINs 0015 and 0016:

SUBCLIN 00015AA:

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

000997

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-AIC, 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:

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

H-10. INCREMENTAL FUNDING OF THE CONTRACT:

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

b. Pursuant to the Limitation of Funds clause, the sum of [redacted] is presently allotted to CLIN 0001 and available for payment to cover the work to be performed hereunder until 30 Sep 99. The amount of [redacted] is obligated for Potential Fee for a total amount of [redacted] for CLIN 0001. (b)(4)

c. Pursuant to the LIMITATION OF FUNDS clause, the sum of [redacted] is presently allotted to CLIN 0003 and available for payment to cover the work to be performed hereunder until 31 Dec 03. The amount of [redacted] is obligated for Potential Fee (if applicable), for a total amount of [redacted] for CLIN 0003. (b)(4)

Pursuant to the LIMITATION OF FUNDS clause, the sum of [redacted] is presently allotted to CLIN 0013 and available for payment to cover the work to be performed hereunder until 22 Oct 04. The amount of [redacted] is obligated for Potential Fee (if applicable), for a total amount of [redacted] for CLIN 0013. (b)(4)

000998



b. Key Personnel List:

<u>NAME</u>	<u>POSITION</u>
	(b)(6)

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

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

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

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE	PAGE OF PAGES
2. AMENDMENT/MODIFICATION NO. P00095		3. EFFECTIVE DATE 23-Aug-2004	4. REQUISITION/APP. RELEASE REQ. NO.		V   1   2
6. BUY CODE SPACE & MISSILE DEFENSE COMMAND [REDACTED] (b)(6) PO BOX 1500 HUNTSVILLE AL 35807-3801		W9113M	7. ADMINISTERED BY (If other than item 6) DCM TYNGSBORO PO BOX 888 TYNGSBORO MA 01879		NONE
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) RAYTHEON COMPANY 180 HARTWELL ROAD BEDFORD MA 01730-0000			9A. AMENDMENT OF SOLICITATION NO.		
			9B. DATED (SEE ITEM 11)		
			X 10A. MOD. OF CONTRACT/ORDER NO. DASG60-98-C-0001		
CODE 04164			X 10B. DATED (SEE ITEM 13) 20-Aug-1998		
FACILITY CODE					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended.					
<p>Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:</p> <p>(a) By completing Items 8 and 15, and returning _____ copies of the amendment, (b) By acknowledging receipt of this amendment on each copy of the offer submitted, or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.</p>					
12. ACCOUNTING AND APPROPRIATION DATA (If required)					
See Schedule					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying [unclear], [unclear], appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).					
C. SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:					
X D. OTHER (Specify type of modification and authority) IAW FAR 52.232-22, Limitation of Funds					
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)					
The purpose of this modification is to provide incremental funding in the amount of \$710,000 for performance of CLIN 0005.					
All other terms and conditions remain unchanged and in full force and effect.					
Due to a Standard Procurement System defect, the date shown in block 10B of the SF30 may be inaccurate. That date should be 30 Jan 98.					
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.					
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)		
			[REDACTED] (b)(6)		
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED	16B. UNITED STATES OF AMERICA		16C. DATE SIGNED
(Signature of person authorized to sign)			[REDACTED] (b)(6)		23-Aug-2004

EXCEPTION TO SF 30  
APPROVED BY OIRM 11-84

30-105-04

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

001000