

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACTED CODE V	PAGE OF PAGES 1   4
2. AMENDMENT/MODIFICATION NO. P00162	3. EFFECTIVE DATE 31 Jul 08	4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (if applicable)
ISSUED BY US ARMY SPACE & MISSILE DEFENSE COMMAND HUNTSVILLE AL (b)(6)	CODE VW0113M	7. ADMINISTERED BY (if other than item 6) DCMA/RAYTHEON 8 APPLE HILL DRIVE MSB T2P22 TEMPERLEY MA 01978		CODE S2205A
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) RAYTHEON COMPANY 880 LOWELL ST. ANDOVER MA 01910-4423			9A. AMENDMENT OF SOLICITATION NO.	
			9B. DATED (SEE ITEM 11)	
			X 10A. MOD. OF CONTRACT/ORDER NO. DASG00-00-C-0001	
			X 10B. DATED (SEE ITEM 13) 30-Jan-1998	
CODE 05716			FACILITY CODE	
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
<input type="checkbox"/> The above numbered solicitation is amended or not both in item 14. The hour and date specified for receipt of offer: <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended.				
<p>Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:</p> <p>(a) By completing items 8 and 15, and returning _____ copies of this amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. In the event of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided such telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.</p>				
12. ACCOUNTING AND APPROPRIATION DATA (if required) See Schedule				
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.				
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.				
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).				
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.232-22, "Limitation of Funds" and Charges Clause				
D. OTHER (Specify type of modification and authority)				
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return 1 copies to the issuing office.				
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: [REDACTED] (b)(6) (b)(3) To declassify Change Order Modification P00163 and to fund CLIN 0023 in the amount of \$10,000 for [REDACTED] (b)(6)				
B3(A)(i) & Title 10 Sec 130 (a)(b)				
(b)(6)				
Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as have to be changed, remain unchanged and in full force and effect.				
15A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)				
[REDACTED]				
				16C. DATE SIGNED 31 Jul 08 (b)

EXCEPTION TO SF 30  
APPROVED BY OIRM 11-44

30-105-04

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

001501

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION A - SOLICITATION/CONTRACT FORM

The total cost of this contract was increased by \$248,083.00 from \$1,651,650,237.00 to \$1,651,898,320.00.

SECTION B - SUPPLIES OR SERVICES AND PRICES

CLIN 0022 (JDEP) is hereby deleted.\*

The estimated/max cost (including COM) has changed from UNDEFINED to \$0.00.

The total cost of this line item has changed from UNDEFINED to \$0.00.

\* Funds previously obligated under SubCLIN 002201 for proposal preparation costs are hereby transferred to SubCLIN 002403.

CLIN 0023

The estimated/max cost (including COM) has increased by [REDACTED]

The fixed fee [REDACTED] has been added.

The total cost of this line item has increased [REDACTED]

(b)(4)

CLIN 0024

The estimated/max cost (including COM) has increased by [REDACTED]

The fixed fee [REDACTED] has been added.

The total cost of this line item has increased by [REDACTED]

(b)(4)

SUBCLIN 002305 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
002305	Funding for CLIN 0023,	[REDACTED]			(b)(3)(A)
	CPFF				(i)&Title 10
	FOB: Destination				Sec 130 (a)(b)
	ACRN LF				\$10,000.00
	CIN: 00000000000000000000000000000000				

SUBCLIN 002403 is added as follows:

001502

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
002403	Funding for Proposal Preparation Costs CPFF FOB: Destination				
	ACRN KW CIN: 00000000000000000000000000000000				\$20,000.00

The following have been added by full text:

LEVEL OF EFFORT (Applicable to CLINs 0023 and 0024):

a. In the performance of CLINs 0023 and 0024 of this contract, the contractor shall provide direct productive person hours (DPPH) level of effort by labor category, as set forth below, within the time period as set forth in Section F hereof:

<u>LABOR CATEGORY</u>	<u>DIRECT PRODUCTIVE PERSON HOURS LEVEL OF EFFORT</u>
Engineering and Support (CLIN 0023)	
Engineering and Support (CLIN 0024)	
	B4

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

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

**SECTION F - DELIVERIES OR PERFORMANCE**

The following have been added by full text:

The period of performance for CLINs 0023 and 0024 is through 31 December 2008.

**SECTION G - CONTRACT ADMINISTRATION DATA**

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by \$10,000.00 from \$889,520,365.52 to \$889,530,365.52.

001503

SUBCLIN 002201:

KW: 21 8 2040 5L 5L68 P172419E555L 255Y 4M8J719900 S01021 (CIN  
000000000000000000000000000000) was decreased by \$20,000.00 from \$20,000.00 to \$0.00

SUBCLIN 002305:

Funding on SUBCLIN 002305 is initiated as follows:

ACRN: LF

CIN: 000000000000000000000000000000

Acctng Data: 9780400 1202 188 JT01 606051 600008 59233 65126J 667100 FSR: 040933 PSR: 979855  
DSR: 028189 F67100

Increase: \$10,000.00

Total: \$10,000.00

SUBCLIN 002403:

Funding on SUBCLIN 002403 is initiated as follows:

ACRN: KW

CIN: 000000000000000000000000000000

Acctng Data: 21 8 2040 5L 5L68 P172419E555L 255Y 4M8J719900 S01021

Increase: \$20,000.00

Total: \$20,000.00

SECTION H - SPECIAL CONTRACT REQUIREMENTS

The following have been added by full text:

EXERCISE OF OPTION (Applicable to CLINs 0023 and 0024):

CLINs 0023 and 0024 of this contract may be incrementally exercised, at the unilateral option of the Government, at any time during the period of performance through 31 December 2008, up to the DPPH amount set forth in Section B of the contract.

(End of Summary of Changes)

001504

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			1. CONTRACT ID CODE <b>V</b>	PAGE OF PAGES <b>1   2</b>
4. AMENDMENT/MODIFICATION NO. <b>0163</b>		3. EFFECTIVE DATE <b>14-Aug-2008</b>		5. PROJECT NO (If applicable)
6. ISSUED BY <b>US ARMY SPACE &amp; MISSILE DEFENSE COMMAND</b> <b>HUNTSVILLE AL 35894</b> <b>(b)(6)</b>		CODE <b>W9113M</b>	7. ADMINISTERED BY (If other than item 6) <b>DCMA RAYTHEON</b> <b>60 APPLE HILL DRIVE</b> <b>M/8 T2FR2</b> <b>TEMPESBURY MA 01876</b>	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) <b>RAYTHEON COMPANY</b> <b>350 LOWELL ST.</b> <b>ANDOVER MA 01810-4400</b>			9A. AMENDMENT OF SOLICITATION NO.	
			9B. DATED (SEE ITEM 11)	
			X 10A. MOD. OF CONTRACT/ORDER NO. <b>DASG60-98-C-0001</b>	
			X 10B. DATED (SEE ITEM 13) <b>30-Jan-1998</b>	
CODE <b>05716</b>		FACILITY CODE		
<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>				
<input type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.				
<b>12. ACCOUNTING AND APPROPRIATION DATA (If required)</b> <b>See Schedule</b>				
<b>13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS</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 office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).				
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:				
X D. OTHER (Specify type of modification and authority) <b>UNILATERAL: FAR 52.232-22, "Limitation of Funds"</b>				
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.				
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: <b>(b)(6)</b> To incrementally fund CLIN 0024 in the amount of \$62,000. <span style="float: right;">(b)(6)</span>				
Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect. <span style="float: right;">(b)(6)</span>				
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) <span style="float: right;">(b)(6)</span>	
15B. CONTRACTOR/OFFEROR			15C. DATE SIGNED <span style="float: right;">(b)(6)</span>	
(Signature of person authorized to sign)			-2008 <span style="float: right;">(b)(6)</span>	

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SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION B - SUPPLIES OR SERVICES AND PRICES

SUBCLIN 002404 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
002404	Funding for Simulation Support Task CPFF FOB: Destination				
	ACRN LG CIN: 00000000000000000000000000000000				\$62,000.00

SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by \$62,000.00 from \$889,530,365.52 to \$889,592,365.52.

SUBCLIN 002404:

Funding on SUBCLIN 002404 is initiated as follows:

ACRN: LG

CIN: 00000000000000000000000000000000

Acctng Data: 9870400 1202 188.JT01 606051 600001 59290 65126J 667100 FSR: 040933 PSR: E56737  
DSR: 594522 F67100

Increase: \$62,000.00

Total: \$62,000.00

(End of Summary of Changes)

001506

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES
			V	1   8
2. AMENDMENT/MODIFICATION NO. <b>POO164</b>	3. EFFECTIVE DATE <b>20 AUG 08</b>	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO (if applicable)	
6. ISSUED BY [REDACTED] (b)(6)	CODE: <b>VB113M</b>	7. ADMINISTERED BY (Mother than Item 6) COMBAT VETERAN ELAPPELLOPWS SIS 1379 TERRITORY NA 0005	CODE: <b>S2205A</b>	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) RAYTHEON COMPANY 380 LOWELL ST. ANDOVER MA 01920-4802			9A. AMENDMENT OF SOLICITATION NO.	
			9B. DATED (SEE ITEM 11)	
			X 9A. MOD. OF CONTRACT ORDER NO. DA3000-96-C-0001	
			X 10B. DATED (SEE ITEM 13) 30-Jan-1998	
CODE: <b>05718</b>			FACILITY CODE	
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of offer <input type="checkbox"/> is amended, <input type="checkbox"/> is not amended.				
Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 6 and 14, and returning _____ copies of the amendment, (b) By acknowledging receipt of this amendment on each copy of the offer submitted, or (c) By separate letter or telegram which includes reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE 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, in view of this amendment you desire to change an offer already submitted, such change may be made by telegram letter, provided such telegram letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.				
12. ACCOUNTING AND APPROPRIATION DATA (if required) See Schedule				
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT ORDERS IT MODIFIES THE CONTRACT ORDER NO. AS DESCRIBED IN ITEM 14.				
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.				
B. THE ABOVE NUMBERED CONTRACT ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).				
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: [for 52.233-22, "Limitation of Funds" and Mutual Agreement]				
D. OTHER (Specify type of modification and authority)				
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office				
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: [REDACTED] To issue an administrative modification to provide an executive summary, through Modification POO164, of contract funding by ACRN and contract funding by CLN by ACRN.				
[REDACTED] (b)(6)				
[REDACTED] (b)(6)				
[REDACTED] (b)(6)				
EXCEPTION TO SF 30 APPROVED BY OIRM 11-84			30-103-04 Procured by GSA FAR (48 CFR) 53.243	

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SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

The following is a summary of funding by ACRN through Modification P00163:

<u>ACRN</u>	<u>FUNDING</u>
AA	440,100.00
AB	2,298,235.00
AC	17,832,987.00
AD	0.00
AE	7,500,000.00
AF	3,300,000.00
AG	17,192,400.00
AH	700,000.00
AJ	200,000.00
AK	85,000.00
AL	45,000.00
AM	17,045,000.00
AN	5,800.00
AP	20,779,000.00
AQ	105,000.00
AR	35,000.00
AS	0.00
AT	6,984,678.52
AU	7,970,000.00
AV	0.00
AW	100,000.00
AX	3,396,000.00
AY	550,000.00
AZ	19,412,000.00
BA	24,527,878.00
BB	146,000.00
BC	72,000.00
BD	85,000.00
BE	100,000.00
BF	100,000.00
BG	1,975,321.00
BH	38,018,908.00
BJ	8,023,110.00
BK	260,000.00
BL	0.00
BM	125,000.00
BN	103,000.00
BP	10,352,348.00
BU	350,000.00
BV	9,000.00
BW	84,896,852.00
BX	1,146,000.00

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BY	3,880,000.00
BZ	190,000.00
KL	118,250.00
KM	192,793,000.00
KN	0.00
KQ	92,811.00
KR	0.00
KS	0.00
KT	384,632,998.00
KU	2,008,183.00
KV	65,000.00
KW	20,000.00
KX	60,000.00
KY	25,000.00
KZ	25,000.00
LA	13,508.00
LB	12,500.00
LC	200,000.00
LD	7,943,648.00
LE	1,173,850.00
LF	10,000.00
LG	62,000.00

The following is a summary of funding by CLIN by ACRN through Modification P00163:

<u>CLIN</u>	<u>ACRN</u>	<u>FUNDING AMT</u>	<u>CLIN TOTAL</u>
CLIN 0001	AA	440,100.00	
CLIN 0001	AD	0.00	
			<u>440,100.00</u>
CLIN 0003	AB	2,298,235.00	
CLIN 0003	AC	17,832,987.00	
CLIN 0003	AD	0.00	
CLIN 0003	AE	7,500,000.00	
CLIN 0003	AF	3,300,000.00	
CLIN 0003	AG	17,192,400.00	
CLIN 0003	AH	700,000.00	
CLIN 0003	AM	17,045,000.00	
CLIN 0003	AN	5,800.00	
CLIN 0003	AP	20,779,000.00	
CLIN 0003	AS	0.00	
CLIN 0003	AT	6,984,678.52	
CLIN 0003	AW	100,000.00	
CLIN 0003	AY	550,000.00	
			<u>94,288,100.52</u>
CLIN 0005	BA	24,527,878.00	
CLIN 0005	BB	146,000.00	

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CLIN 0005	BC	72,000.00
CLIN 0005	BD	85,000.00
CLIN 0005	BE	100,000.00
CLIN 0005	BF	100,000.00
CLIN 0005	BG	1,975,321.00
CLIN 0005	BH	38,018,908.00
CLIN 0005	BL	0.00
CLIN 0005	BZ	0.00
		<u>65,025,107.00</u>
CLIN 0007AA	BP	10,352,348.00
		<u>10,352,348.00</u>
CLIN 0009AA	AQ	45,106.00
CLIN 0009AA	AV	0.00
CLIN 0009AA	BK	256,545.00
CLIN 0009AA	BM	125,000.00
CLIN 0009AA	BN	21,315.00
		<u>447,966.00</u>
CLIN 0009AB	AJ	200,000.00
CLIN 0009AB	AK	85,000.00
CLIN 0009AB	AL	45,000.00
CLIN 0009AB	AQ	59,894.00
CLIN 0009AB	AR	35,000.00
CLIN 0009AB	BK	3,455.00
CLIN 0009AB	BN	81,685.00
CLIN 0009AB	BU	350,000.00
CLIN 0009AB	BV	9,000.00
		<u>869,034.00</u>
CLIN 0013	AU	7,970,000.00
CLIN 0013	AX	3,396,000.00
CLIN 0013	AY	0.00
CLIN 0013	AZ	19,412,000.00
CLIN 0013	BJ	8,023,110.00
		<u>38,801,110.00</u>
CLIN 0017	BW	0.00
CLIN 0017	KM	0.00
		<u>0.00</u>
CLIN 0017AA	BY	3,880,000.00
CLIN 0017AA	BX	1,146,000.00
CLIN 0017AA	BW	84,896,852.00
CLIN 0017AA	BZ	0.00
CLIN 0017AA	KM	192,793,000.00

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CLIN 0017AA	KN	0.00	
CLIN 0017AA	KQ	66,151.00	
CLIN 0017AA	KS	0.00	
CLIN 0017AA	KT	384,459,200.00	
CLIN 0017AA	KU	2,008,183.00	
CLIN 0017AA	KY	0.00	
CLIN 0017AA	LC	200,000.00	
CLIN 0017AA	LD	7,943,648.00	
CLIN 0017AA	LE	1,173,850.00	
			<u>678,566,884.00</u>
CLIN 0017AB	KL	118,250.00	
			<u>118,250.00</u>
CLIN 0017AC	BZ	190,000.00	
			<u>190,000.00</u>
CLIN 0017AD	KN	0.00	
CLIN 0017AD	KS	0.00	
			<u>0.00</u>
CLIN 0017AH	KT	173,798.00	
			<u>173,798.00</u>
CLIN 0020AA	KN	0.00	
CLIN 0020AA	KQ	26,660.00	
			<u>26,660.00</u>
CLIN 0021AA	KW	0.00	
			<u>0.00</u>
CLIN 0021AB	KV	0.00	
CLIN 0021AB	LB	0.00	
CLIN 0021AB	KX	0.00	
CLIN 0021AB	KY	0.00	
			<u>0.00</u>
CLIN 0021AC	KZ	0.00	
CLIN 0021AC	LA	0.00	
			<u>0.00</u>
CLIN 0022	KW	0.00	
			<u>0.00</u>
CLIN 0023	KX	60,000.00	
CLIN 0023	KY	25,000.00	
CLIN 0023	KV	65,000.00	

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CLIN 0023	LB	12,500.00	
CLIN 0023	LF	10,000.00	
			<u>172,500.00</u>
CLIN 0024	LA	13,508.00	
CLIN 0024	LG	62,000.00	
CLIN 0024	KZ	25,000.00	
CLIN 0024	KW	20,000.00	
			<u>120,508.00</u>

The contract total funded amount through Modification P00163 is \$889,592,365.52.

(End of Summary of Changes)

001512

2. AMENDMENT/MODIFICATION NO. <b>POO165</b>	3. EFFECTIVE DATE <b>21 Aug-08</b>	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY [REDACTED]	CODE <b>WG113M</b>	7. ADMINISTERED BY (If other than item 6) DCMA/RAYTHEON 50 APPLE HILL DRIVE MSG T2FP2 TEMPERBURY MA 01879	CODE <b>S2205A</b>
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) RAYTHEON COMPANY 390 LOWELL ST. ANDOVER MA 01810-4400		9A. AMENDMENT OF SOLICITATION NO.	

9B. DATED (SEE ITEM 11)	X 10A. MOD. OF CONTRACT/ORDER NO. DASG80-98-C-0001
CODE <b>05716</b>	X 10B. DATED (SEE ITEM 13) <b>30-Jan-1988</b>

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

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

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)  
**See Schedule**

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

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

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

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
 Modification Control Number: [REDACTED] (b)(6)  
 To incorporate CLIN 0025 to support effort for the JLENS Integrated Fire Control Demonstration Program in accordance with attached Statement of Work, dated 14 January 2008. Funds previously obligated to SubCLIN 0017AA for this effort are hereby transferred to SubCLIN 002501.

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

15A. [REDACTED] (b)(6)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) [REDACTED] (b)(6)
17. DATE SIGNED <b>8-21-08</b>	18. DATE SIGNED <b>21 Aug 08</b>

001513

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION A - SOLICITATION/CONTRACT FORM

The total cost of this contract was increased by \$5,544,529.00 from \$1,651,898,320.00 to \$1,657,442,849.00.

SECTION B - SUPPLIES OR SERVICES AND PRICES

CLIN 0025 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0025	Integrated Fire Control Demonstration CPIF The contractor shall plan, staff, analyze, and implement the JLENS participation in the Integrated Fire Control (IFC) demonstration. A full description of the required task is included in the SOW attached in Section J. FOB: Destination				(b)(4)
				TARGET COST	[REDACTED] (b)(4)
				TARGET FEE	[REDACTED] (b)(4)
				TOTAL TGT COST + FEE	\$6,718,379.00*

\*This includes a target cost of [REDACTED] cost and [REDACTED] facilities capital cost of money) and a target fee of [REDACTED] which is [REDACTED] target cost less facilities capital cost of money. (b)(4)

SUBCLIN 002501 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
002501	Funding for CLIN 0025 CPIF FOB: Destination				(b)(4)
				TARGET COST	[REDACTED] (b)(4)
				TARGET FEE	[REDACTED] (b)(4)
				TOTAL TGT COST + FEE	\$1,173,850.00
	ACRN LE CIN: 00000000000000000000000000000000				\$1,173,850.00*

001514

\*This includes a target cost of [REDACTED] of cost and [REDACTED] of facilities capital cost of money) and a target fee of [REDACTED] which is [REDACTED] of target cost less facilities capital cost of money.

(b)(4)

The following Section B clauses are hereby added:

INCENTIVE FEE FOR SUBCLIN 0025:

In accordance with FAR 52.216-7, entitled "Allowable Cost and Payments", and FAR 52.216-10, entitled "Incentive Fee", the total amount for reimbursement of cost and fee for performance under SubCLIN 0017AA/CLIN 0018 are set forth below:

Target Cost [REDACTED]  
Target Fee [REDACTED]

(b)(4)

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

(Share Ratio: Government/Contractor)

Underrun [REDACTED] for the amount by which the total allowable cost is less than the target cost until maximum fee is attained.

(b)(4)

Overrun [REDACTED] for the amount by which the total allowable cost exceeds the target cost until minimum fee is attained.

FAR 52.216-10, INCENTIVE, paragraph (e)(1), is stated as follows:

(e) Fee Payable.

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

(b)(4)

TARGET COST, TARGET FEE, MINIMUM INCENTIVE FEE, MAXIMUM INCENTIVE FEE, AND INCENTIVE ARRANGEMENT FOR SUBCLIN 0025:

SUBCLIN 0025 - (ILENS Integrated Fire Control Demonstration Program)

- a. Target cost: [REDACTED]
- b. Target fee: [REDACTED]
- c. Minimum incentive fee: [REDACTED]
- d. Maximum incentive fee: [REDACTED]
- e. Total target cost and target fee: \$6,718,379

(b)(4)

SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

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SUBCLIN 0017AA:

LE: 21 8 2040 5L 5L68 P172419E555L 255Y 4M8J731500 S01021 4M8J731500/84MJLE/4M5 was decreased by \$1,173,850.00 from \$1,173,850.00 to \$0.00

SUBCLIN 002501:

Funding on SUBCLIN 002501 is initiated as follows:

ACRN: LE

CIN: 00000000000000000000000000000000

Acctng Data: 21 8 2040 5L 5L68 P172419E555L 255Y 4M8J731500 S01021 4M8J731500/84MJLE/4M5

Increase: \$1,173,850.00

Total: \$1,173,850.00

Target Cost, Target Fee, and Total for the above \$1,173,850 is distributed as follows and includes a target cost of [redacted] cost and [redacted] of facilities capital cost of money) and a target incentive fee of [redacted] which [redacted] target cost less facilities capital cost of money. (b)(4)

Target Cost	[redacted]
Target Fee	[redacted]
Total	\$1,173,850

IMPLEMENTATION OF AND EXPLANATION OF THE RELATIONSHIP OF THE LIMITATION OF FUNDS (LOF) CLAUSE TO FEE OBLIGATIONS, is revised to add the following:

SUBCLIN 0025 :

	<u>PRIOR</u>	<u>THIS MODIFICATION</u>	<u>CUMULATIVE TOTAL*</u>
(1) Amount Required for Full Funding, Including Fee:	\$ 0	\$6,718,379	\$6,718,379
(2) Amount Allotted Under the LOF Clause for Payment of Costs:	[redacted]	[redacted]	[redacted]
(3) Amount Separately Obligated for Payment of Fee:	[redacted]	[redacted]	[redacted]
(4) Total Amount Allotted and Obligated:	\$ 0	\$1,173,850	\$1,173,850
(5) Net Amount Required for Full Funding	\$ 0	\$5,544,529	\$5,544,529

SECTION H – SPECIAL CONTRACT REQUIREMENTS is revised as follows:

INCREMENTAL FUNDING OF THE CONTRACT, is revised to add the following:

Pursuant to the LIMITATION OF FUNDS clause, the sum of \$1,173,850 is presently allotted to CLIN 0025 and available for payment to cover the work to be performed hereunder .

INCENTIVE FEE STRUCTURE AND PAYMENT FOR CLIN 0025, JLENS INTEGRATED FIRE CONTROL DEMONSTRATION PROGRAM, is added as follows:

a. General.

001516



SubCLIN 0025, JLENS Integrated Fire Control Demonstration Program, is a cost-plus-incentive-fee (CPIF) line item with cost incentives as described below. The contract price amount of \$6,718,379 includes a target cost of [redacted] (which includes [redacted] of cost and [redacted] of facilities capital cost of money) and a target incentive fee of [redacted] which is [redacted] of target cost less facilities capital cost of money. (b)(4)

b. Cost Incentive.

(1) The target fee payable under SubCLIN 0025 is [redacted] of the target cost less facilities capital cost of money [redacted] an amount equal to [redacted]

(2) The maximum fee payable under SubCLIN 0025 is [redacted] of the target cost less facilities capital cost of money [redacted] an amount equal to [redacted] (b)(4)

(3) The minimum fee payable under SubCLIN 0025 is [redacted] of the target cost less facilities capital cost of money [redacted] an amount equal to [redacted]

(4) Fee will be adjusted for actual cost that is less than or more than the target cost stated above using a share ratio of [redacted] Government / [redacted] Contractor for actual costs less than the target cost, and a ratio of [redacted] Government / [redacted] Contractor for actual costs greater than the target cost. (b)(4)

(5) Nothing stated in this clause shall take precedence over the clause 52.216-10, Incentive Fee, contained in this contract.

SECTION J - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

The following have been modified (changes are shown in bold):

<u>TITLE</u>	<u>DATE</u>	<u># OF PAGES</u>
Contract Security Classification Specification (DD Form 254) REVISION 10 (P00149) DD 254 Mailed via US Postal Service. NOTE: Last Revision see P00106 Rev. 8 (Rev. 9 deleted)	26 Dec 2007	11
<u>CLIN 0017:</u> JLENS System Development and Demonstration (SDD) Program Statement of Work (Revised by Incorporating CSDR Plans dated 20 Febr 2007 in Appendix C per Modification P00136)	30 Nov 06 - Revised 20 Feb 07	37
DTRA Study on UAS Based CBRN Assessment of Post Intercept Events	March 08	1
Contract Data Requirements List (DD Form 1423) Exhibit A with Distribution List & Data Item Nos. B001 through B062 (Replace Data Item Nos. B026 and B027, only Per Modification P00136) (Replace Data Item Nos. B048 and B049, only Per Modification P00143 & to add statement in Section A of Modification P00143) (Replace Data Item No. B033 only, per Modification P00161)	01 Dec 06  Revised 05 Apr 07 Revised 24 Oct 07 Revised 11 Jul 08 1	63

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

24 October 07

\*Per a mutual agreement between Raytheon and JLENS Product Office all Contract Data Requirements List (CDRL's) (DD Form 1423) are due on the next business day after the required due date if the due date falls on Saturday, Sunday or a Government Holiday. In addition, for any CDRL with a requirement to resubmit within 10 days or less after receipt of comments, where Raytheon receives the comments on a Friday, the timeframe for resubmittal will begin on the next business day. Statement added in Mod P00143 on 24 Oct. 2007.

GFE/GFP/GFS List for SDD  
Replaced with Rev. B List  
\*\*Add items below  
For record-keeping purposes  
(Per Mod P00143)

28 Nov 06                    2  
15 Oct 07                    6  
Revised 22 Oct 07

\*\*Per the [REDACTED] Raytheon is authorized rent free use on a non-interference use of the equipment listed below for utilization on JLENS Fire Control Radar Prime Contract DASG60-98-C-0001 for the period from 19 April 2007 through 30 September 2011.

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

[REDACTED]

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

[REDACTED]

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

[REDACTED]

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

Hereby added in Mod P00148 for tracking purposes:

Originated in Basic Contract:

Government Furnished Equipment - Spiral 1  
(Spiral 1 Equipment Transferred to Government  
Contract DASG60-00-C-0091, DD Form 1149 (attached)

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

(b)(b)

Ship to address:

[REDACTED]

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

\*NOTE: Items 1-1060 transferred to Contract DASG60-00-C-0091 per revised GFE list dated 21 Nov 07. Items 1061 - 1116 GFE items retained on Contract DASG60-98-C-0001 for Spiral 2 per GFE list dated 25 Mar 07.

CLIN 0021  
JLENS Simulation Support  
SOW dated 28 January 2008  
[REDACTED]  
Simulation Support Tasks  
(Added per Mod P00153)

28 January 2008                    2 pages

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

001518

**CLIN 0025**

<b>JLENS Integrated Fire Control Demonstration Program Statement of Work, Revision 3 (Added per Modification P00165)</b>	<b>14 Jan 08</b>	<b>3</b>
<b>JLENS Integrated Fire Control Demonstration Program Program and Technical Clarification Description, incorporated herein by reference (Added per Modification P00165)</b>	<b>25 Jul 08</b>	<b>17</b>
<b>Contract Data Requirements List (DD Form 1423) Exhibit B, Data Items Nos. B001 through B004, with Data Item Descriptions (Added per Modification P00165)</b>	<b>16 Oct 07</b>	<b>19</b>

(End of Summary of Changes)

001519

**JOINT LAND ATTACK CRUISE MISSILE DEFENSE  
ELEVATED NETTED SENSOR SYSTEM (JLENS)**



**JLENS Integrated Fire Control  
Demonstration Program**

**Revision 3  
STATEMENT OF WORK  
14 January 2008**

**Contract DASG60-98-C-0001**

**Contract Line Item Number 0025**

**DISTRIBUTION STATEMENT F** - Further dissemination only as directed by CMDS Project Office, JLENS Product Office.  
ATTN: SFAE-MSLS-CMDS-JLN, Building 5308, 2<sup>nd</sup> Floor, Radson Arsenal, Alabama, 35898.

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

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

ENCLOSURE 1

001520

**1.1 Objectives**

The objective of this effort is to demonstrate that JLENS can be integrated into the [REDACTED]

[REDACTED]  
[REDACTED] All work related to [REDACTED]  
[REDACTED]

(b)(3)(A)

**1.2 Scope**

This Statement of Work (SOW) defines the requirements to meet the objectives.

**1.2.1 Demonstration Program Planning and Execution**

In an effort to develop the [REDACTED] a collaborative Systems Engineering Integration and Test (SEI&T) team has been established between Government and related industry partners. The contractor shall participate as a SEI&T industry partner and work to implement JLENS integration [REDACTED] without cost or schedule impact to the existing JLENS SDD program.

(b)(3)(A)

Through participation in the SEI&T, the contractor shall plan, staff, analyze and implement the JLENS participation in the IFC demonstration. The contractor shall provide manpower and expertise to support planning, system integration, and model and simulation development, and to support an integrated demonstration in the FY 2011/2012 timeframe.

The contractor shall be responsible for communication of the demonstration events and activities across internal contractor corporate boundaries.

The contractor shall develop the demonstration concepts with supporting analysis for approval by the government. The concepts shall be presented to the JLENS Product Office in conjunction with the first scheduled program review no later than (NLT) 180 days after contract award (B004). Status updates will be presented at subsequent scheduled Quarterly Program Reviews (B004). The data package shall contain cost, schedule and performance information for each concept.

The contractor shall develop a demonstration plan (CDRL B001) based on the approved concept.

001521

**1.2.2 Follow-On Test Program Planning**

The contractor shall support planning and risk reduction for follow-on [REDACTED] in the FY 2012 to FY 2014 timeframe. This planning shall include a Test Planning Review to be held NLT FY11.

(b)(3)(A)

**1.3 Technical Interchange Meetings and Reports**

The contractor shall support SEI&T meetings, quarterly Technical Interchange Meetings and [REDACTED] JLENS program reviews to provide technical and program progress towards meeting the objective. The contractor shall provide a program update at the JLENS Orbit CDR.

The contractor shall provide a post-demonstration report (CDRL B001) in contractor format. This report shall include the identification of key interface requirements between JLENS [REDACTED]

(b)(3)(A)

**1.4 Schedule**

Completion of the demonstration program and the contractor's support to Follow-On-Test (FOT) Planning shall occur NLT the end of System Development and Demonstration (SDD) contract.

**1.5 Administrative Requirements**

The contractor shall provide monthly cost reports (segregated from SDD) (CDRL B002 and B003) in the same format as the JLENS SDD contract.

The public reporting burden for this collection of information is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to the Department of Defense, Executive Service Directorate (0704-0188). Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number. Please do not return your form to the above organization. Send completed form to the Government Issuing Contracting Office for the Contract/PR No. listed in Block E.

A. CONTRACT LINE ITEM NO.	B. EXHIBIT A	C. CATEGORY: TDP _____ TM _____ OTHER <input checked="" type="checkbox"/>
---------------------------	-----------------	--

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

1. DATA ITEM NO. B001	2. TITLE OF DATA ITEM Technical Report - Study/Services	3. SUBTITLE Demonstration Plan
--------------------------	--	-----------------------------------

4. AUTHORITY (Data Acquisition Document No.) DI-MISC-80508B	5. CONTRACT REFERENCE SOW para 1.2.I, 1.J	6. REQUIRING OFFICE SFAE-MSLS-CMDS-BMD-AM
--	--	--

7. DD 250 REQ I.I	9. DIST STATEMENT REQUIRED F	10. FREQUENCY ASREQ	12. DATE OF FIRST SUBMISSION Sec Blk 16	14. DISTRIBUTION		
8. APP CODE N/A		11. AS OF DATE N/A	13. DATE OF SUBSEQUENT SUBMISSION N/A	a. ADDRESSEE	b. COPIES	
					Draft	Final
					Req	Repre

16. REMARKS  Block 9: Distribution F; Further dissemination only as directed by JLENS Product Office. ATTN: SFAE-MSLS-CMDS-PE-CM, Bldg 5308, Redstone Arsenal, AL 35898-5000, 24 March 2000.  Block 12: Demonstration plan due 90 days after Government approval of demonstration concept. Post Demonstration report due 30 days after completion of demonstration program.  Reports shall be submitted electronically. Electronic data transmission shall be in XML transfer file format which is compatible with w/insight.  Blk 14: Electronic delivery of this data item IAW the SOW. Notify JLENS Product Office Data Management OPR at [REDACTED] when deliverable is placed in portal or repository. Letter of transmittal must be signed electronically. The data item shall be delivered in pdf format or one or more MS office documents.	SFAE-MSLS-CMDS			
	-PE-CM	0	1	0
15. TOTAL	0	1	0	

G. [REDACTED]	H. DATE 10/16/07	I. APPROVED BY [REDACTED]	J. DATE 10/16/07
---------------	---------------------	------------------------------	---------------------

17. PRICE GROUP
18. ESTIMATED TOTAL PRICE

(b)(6)

(b)(6)

(b)(6)

(b)(6)

001523

## DATA ITEM DESCRIPTION

**Title:** Technical Report-Study/Services

**Number:** DI-MISC-80508B

**Approval Date:** 14 Nov 2006

**AMSC Number:** 7633

**Limitation:** N/A

**DTIC Applicable:** Yes

Defense Technical Information  
Center (DTIC), 8725 John J. Kingman Rd.  
Suite. 0944, Fort Belvoir, VA 22060-6218

**GIDEP Applicable:** No

**Office of Primary Responsibility:** NS/DA02

**Applicable Forms:** N/A

**Use/relationship:** A technical report provides fully documented results of studies or analysis performed.

This Data Item Description (DID) contains format and content preparation instructions for the data product generated by the specific and discrete task requirement as delineated in the contract.

This DID supersedes DI-MISC-80508A

### Requirements:

1. Reference documents. None.
2. Format.
  - (a) The report and all attachments shall be typewritten, or otherwise clearly lettered, and shall be duplicated using non-fading ink.
  - (b) Text shall be prepared on standard letter size paper (8 1/2 x 11").
  - (c) When attachments are included, they shall be fully identified, referenced in the text, and folded to conform to the size paper used in the report.
  - (d) Security classification and distribution markings shall conform to the requirements of the contract, purchase description and security requirements checklist, as applicable.



DI-MISC-80508B

3. Contents.

(a) Title Page – Identifies the report by providing contract number, project name or purchase description title, task number, and reporting period.

(b) Table of Contents.

(c) Section I – Includes the following:

(1) Introduction

(2) Summary – A brief statement of results obtained for the analytic effort.

(3) Conclusions and their condensed technical substantiation's.

(d) Section II – A complete and detailed description of the analytic results which led to the conclusions stated in Section I above.

4. END OF DI-MISC-80508B

**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 the Department of Defense, Executive Service Directorate (0704-0188). Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number. Please do not return your form to the above organization. Send completed form to the Government Printing Contracting Office for the Contract/PR No. listed in Block E.

A. CONTRACT LINE ITEM NO.	B. EXHIBIT A	C. CATEGORY: TOP _____ TM _____ OTHER <input checked="" type="checkbox"/>
---------------------------	-----------------	--

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

1. DATA ITEM NO. B002	2. TITLE OF DATA ITEM Funds Manhour Expenditure Report (FMER)	3. SUBTITLE FMER
--------------------------	--	---------------------

4. AUTHORITY (Data Acquisition Document No.) DI-FNCL-80331A	5. CONTRACT REFERENCE SOW para 1:5	6. REQUIRING OFFICE SFAE-MSLS-CMDS-BMD-AM
--	---------------------------------------	--

7. DD 250 REQ LT	9. DIST STATEMENT REQUIRED F	10. FREQUENCY Monthly	12. DATE OF FIRST SUBMISSION See Blk 16	14. DISTRIBUTION		
8. APP CODE N/A	11. AS OF DATE N/A	13. DATE OF SUBSEQUENT SUBMISSION See Blk 16	a. ADDRESSEE		b. COPIES	
					Draft	Final
					Reg	Pages

**18. REMARKS**

~~Block 9- Distribution F; Further dissemination only as directed by JLENS Product Office, ATTN: SFAE-MSLS-CMDS-PE-CM, Bldg 5308, Redstone Arsenal, AL 35898-5000, 24 March 2000.~~

Blk 12: 20 calendar days after close of accounting month after contract award.

Blk 13: 20 calendar days after close of accounting month.

Tailor DID, preparation instruction, 10.3.2, funds expenditure graph is not required.

Contractor format is acceptable. The contractor shall submit FMER in electronic format compatible with Microsoft Office.

Blk 14: Electronic delivery of this data item IAW the SOW. Notify JLENS Product Office Data Management OPR at \_\_\_\_\_ if when deliverable is placed in portal or repository. Letter of transmittal must be signed electronically. The data item shall be delivered in pdf format or one or more MS office documents.

15. TOTAL →	0	1	0
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17. PRICE GROUP
18. ESTIMATED TOTAL PRICE

<b>G. DATE</b> 10/16/07	<b>I. APPROVED BY</b>	<b>J. DATE</b> 10/16/07
----------------------------	-----------------------	----------------------------

001526

(b)(6)

(b)(6)

(b)(6)

## DATA ITEM DESCRIPTION

**Title:** Funds and Man-Hours Expenditure Report

**Number:** DI-FNCL-80331A

**AMSC Number:** 7618

**DTIC Applicable:** No

**Office of Primary Responsibility:** NS/DA02

**Applicable Forms:** N/A

**Approval Date:** 30 OCT 2006

**Limitation:** N/A

**GIDEP Applicable:** No

### Use/relationship:

This report provides Government visibility into contractor expenditures for labor, materials, travel and other contract charges. It tracks these expenditures against baseline values, and provides to-completion estimates.

This Data Item Description (DID) contains format and content preparation instructions for the data product generated by the specific and discrete task requirement as delineated in the contract.

This DID is applicable to time and material, research and development and other contracts where use of Cost Performance Reporting (CPR) or Cost/Schedule Status Reporting (C/SSR) are not appropriate. It is not applicable on fixed-price contracts. It is acquired on a periodic basis.

It is not intended that all the requirements contained herein should be applied to every contract or program phase. Portions of this DID are subject to deletion tailoring depending on the management requirements of the solicitation/contract in which it is applied.

This DID is related to DI-A-5016, Project Planning/Actual Progress Chart (Other than fixed price contracts), and DI-FNCL-80003, Man-Hour Expenditure Chart.

This DID supersedes DI-FNCL-80331.

### Requirements:

1. Reference documents. None.

2. General. The Funds and Man-Hours Expenditure Report shall contain the following data:

- a. A tabular listing of funding and man-hour expenditures inclusive of the reporting period compared to original baseline values, including to-completion estimates.
- b. A graphical plot of planned versus actual funding expenditures.
- c. A graphical plot of planned and actual percentage of work completed.

3. Scope. Each task, job-order, sub-task, or unit of work will be separately addressed. If schedule or milestone reporting is also a reporting requirement under the contract, the breakdown of work task elements should be consistent with the reporting.

4. Format and Content. The report shall contain the following:

4.1 Funds and man-hour expenditure summary. This chart shall contain the following data elements (See Figure 1).

4.1.1 Original negotiated contract. A summary of all cost elements associated with the original negotiated contracts. This is defined as the contractor's original cost proposal, as negotiated and accepted by the Government. It is that cost as it appears on the original contract document. Its elements shall contain the cost estimate breakdown by category (i.e., direct labor (Sr. Engineer, Jr Engineer, draftsman, engineer shop, etc), burden/overhead, material/parts, travel, subsistence, fringe, General and Administration (G&A) fee, outstanding commitments, etc), as provided in the accepted proposal. Items and amounts specified in this entry shall remain constant on successive reports during the term of the contract.

4.1.2 Latest negotiated contract changes. A summary of the latest negotiated contract changes. It shall be a recapitulation of the 4.1.1 data elements reflecting all subsequent changes resulting for contract modifications. Breakdown by category shall be as provided in 4.1.1 unless altered by a contract modification. Indicated "none" if revised proposal has no effect.

4.1.3 Reporting period expenditures. Expenditure data for the current reporting period for the work task categories used in 4.1.1 or 4.1.2 (as applicable), and covering man hours, funds, and the change (new orders minus fulfilled orders) in outstanding commitments.

4.1.4 Cumulative expenditure to date. Cumulative man hour, funds and outstanding commitments expenditure data through the current reporting period for the work task categories used in 4.1.1 and 4.1.2 (as applicable). Additionally, show the cumulative costs as a percentage of the 4.1.1 of 4.1.2 costs.

4.1.5 Estimated cost-to-complete. The estimated costs required to complete the work task from the reporting date to the date of completion. This estimate shall be defined by categories as they appear in 4.1.1 of 4.1.2. All estimates shall be justified.

4.1.6 Latest cost estimate. An estimate of the final total cost at completion of the work effort. This is derived from 4.1.4 and 4.1.5. Deviations between the original contract and/or latest negotiated contract change shall be justified/explained in footnote remarks.

4.2 Funds expenditure graph. A funds expenditure graph shall be included. The graph shall be reproducible to enable periodic changes reflecting current contract funding status to be entered. The graph shall portray, on a periodic basis, the planned versus actual total dollar expenditures and the percentage of the total contract dollars that the expenditure represent (See Figure 2).

4.3 Work completed graph. A work completed graph shall be included that reflects the percentage of work completed by the contractor through the current reporting period. The graph shall plot actual completion versus planned completion, and shall be maintained current and be fully legible and reproducible (See Figure 3).

5. END OF DI-FNCL-80331A

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DATE PREPARED: _____		FUNDS AND MAN HOUR EXPENDITURE SUMMARY						SUMMARY/WORK PACKAGE TITLE: _____			
CONTRACT NO: _____								REPORTING PERIOD: _____			
CONTRACTOR: _____											
	A		B		C		D			E	F
	ORIGINAL NEGOTIATED CONTRACT		LATEST NEGOTIATED CONTRACT CHANGE		REPORTING PERIOD EXPENDITURES		CUMULATIVE EXPENDITURES TO DATE			ESTIMATED COST TO COMPLETE	LATEST COST ESTIMATE @2 + @*
	A1	A2	B1	B2	C1	C2	D1	D2	D3		
MAN HOURS	DOLLAR VALUE	MAN HOURS	DOLLAR VALUE	MAN HOURS	DOLLAR VALUE	TOTAL MAN HOURS	DOLLAR VALUE	% DOLLAR VALUE**			
1. DIRECT LABOR (EMPLOYEE CLASS)											
TOTAL LABOR BURDEN/OVERHEAD											
2. TOTAL LABOR & BURDEN/OVERHEAD											
3. MATERIALS & PARTS											
4. TRAVEL EXPENSES											
5. OTHER DIRECT COSTS †											
6. SUB-TOTAL COSTS ‡ (SUM OF 2 THROUGH 5)											
7. GENERAL & ADMINISTRATIVE COSTS											
8. TOTAL COST (SUM OF 6 & 7)											
9. FEE FOR PROFIT											
TOTAL CONTRACT AMOUNT § (SUM OF 8 & 9)											
OUTSTANDING COMMITMENTS***											
TOTAL COMMITMENTS AND EXPENDITURES											

\* THIS FIGURE SHALL BE CALCULATED AS PERCENTAGE OF THE LATEST NEGOTIATED CONTRACT CHANGE, ORIGINAL CONTRACT, IF ANY, OTHERWISE AS A PERCENTAGE OF THE ORIGINAL NEGOTIATED CONTRACT.  
 \*\* THE OCCURRENCE OF EXPENDITURES IN EXCESS OF THE CONTRACT AMOUNT REQUIRES APPROPRIATE AUTHORIZATIONS BY THE CONTRACTING OFFICE.  
 \*\*\* UNPAID PURCHASE ORDERS AT END OF REPORTING PERIOD.

NOTE: THIS FIGURE SERVES ONLY AS AN ILLUSTRATION OF THE TYPES OF ENTRIES REQUIRED FOR A FUNDS AND MAN HOURS EXPENDITURE SUMMARY AND PROVIDES A SAMPLE FORMAT.

FIGURE 1. Sample funds and man hour expenditure summary

DI-FNCL-80331A

DI-FNCL-80331A

FUNDS EXPENDITURE AND WORK COMPLETED GRAPHS



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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 the Department of Defense, Executive Service Directorate (0704-0188). Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number. Please do not return your form to the above organization. Send completed forms to the Government Printing Contracting Office for the Contract/PR No. listed in Block E.

A. CONTRACT LINE ITEM NO.		B. EXHIBIT A	C. CATEGORY: TOP _____ FM _____ OTHER <input checked="" type="checkbox"/>		
D. SYSTEM/ITEM JLENS Integrated Fire Control Demo		E. CONTRACT/PR NO. DASG60-98-C-0001		F. CONTRACTOR Raytheon	
1. DATA ITEM NO. B003	2. TITLE OF DATA ITEM Contract Funds Status Report (CFSR)		3. SUBTITLE CFSR		
4. AUTHORITY (Data Acquisition Document No.) DI-MGMT-81468		5. CONTRACT REFERENCE SOW para 1.5		6. REQUIRING OFFICE SFAE-MSLS-CMDS-BMD-AM	
7. DD 250 REQ LT	9. OIBT STATEMENT REQUIRED F	10. FREQUENCY Monthly	12. DATE OF FIRST SUBMISSION See Blk 16	14. DISTRIBUTION	
8. APP CODE N/A		11. AS OF DATE N/A	13. DATE OF SUBSEQUENT SUBMISSION See Blk 16	a. ADDRESSEE	
16. REMARKS Blk 9: Distribution F: Further dissemination only as directed by the Cruise Missile Defense Systems Project Office, SFAE-MSLS-CMDS-PE-CM, Redstone Arsenal, AL 35898-5000, 24 March 2000.  Blk 12: 20 calendar days after close of accounting month after contract award.  Blk 13: 20 calendar days after close of accounting month.  Columns 2-10 of Blocks 12, 13, and 14 shall be headed to show a 6-month "rolling window" followed by remaining projections by FY. "Rolling window" is defined as a projection for each of the next 6 months from the reported date. This shall be followed by a projection for remaining months by FY. Reporting shall be at Level 1.  Reports shall be submitted electronically. Electronic data transmission shall be in XML transfer file format which is compatible with winsight.  Blk 14: Electronic delivery of this data item IAW the SOW. Notify JLENS Product Office Data Management OPR at [REDACTED] when deliverable is placed in portal or repository. Letter of transmittal must be signed electronically. The data item shall be delivered in pdf format or one or more MS office documents.				b. COPIES	
				15. TOTAL	
[REDACTED]		H. DATE 10/16/07	I. APPROVED BY		J. DATE 10/16/07

17. PRICE GROUP
18. ESTIMATED TOTAL PRICE

(b)(6)

(b)(6)

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**3. PURPOSE**  
 3.1 The Contract Funds Status Report (CFSR), DD Form 1586, Sample Format 1, is designed to supply funding data about defense contracts to Program Managers for: (a) updating and forecasting contract funds requirements, (b) planning and decision making on funding changes to contracts, (c) developing funds requirements and budget estimates in support of approved programs, (d) determining funds in excess of contract needs and available for deobligation, and (e) obtaining rough estimates of termination costs.

<b>4. APPROVAL DATE (YR/MO)</b> 951019	<b>5. OFFICE OF PRIMARY RESPONSIBILITY (OFR)</b> OUSD(A&T)API/PM	<b>6. DTC AFFILIATION</b>	<b>7. GPO AFFILIATION</b>
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**7. APPLICATIONS AND RELATIONS**  
 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 requirements as delineated in the contract.

7.2 This DID may be used in conjunction with the Contract Work Breakdown Structure DID, DI-MGMT-81334, the Cost Performance Report DID, DI-MGMT-81466, and the Cost/Schedule Status Report DID, DI-MGMT-81467.

7.3 **Contractual Application.** The CFSR is applicable to contracts over 6 months in duration. No specific application thresholds are established, but application to contracts of less than \$1,000,000 (constant fiscal year (FY) 1990 dollars) should be evaluated carefully to ensure only the minimum information necessary for effective management control is required. The CFSR will not be applied to firm fixed price contracts (as defined in FAR 16.202) unless unusual circumstances require specific funding visibility. CFSRs may be applied to unpriced portions of firm fixed price contracts that are estimated to be in excess of twenty (20) percent of the initial contract value. Only those parts of the CFSR essential to the management of each acquisition will be required. The DoD Program Manager will determine the need for contract funds information and apply only those portions of the CFSR deemed appropriate. To ensure that only minimum data is required over the life of the contract, provisions should be included in the contract to review reporting requirements at least annually and change them, if necessary, at no charge to the Government. (Continued on page 2)

<b>8. APPROVAL LIMITATION</b>	<b>9. APPLICABLE FORMS</b> DD Form 1586	<b>10. AWC NUMBER</b> D7122
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**10. PREPARATION INSTRUCTIONS**  
 10.1 **Format.** Contractor formats should be substituted whenever they contain all the required data elements at the specified reporting levels in a form suitable for DOD management.

10.2 **Content.** The CFSR shall contain the following information:

10.2.1 **Item 1 - Contract Number.** Enter the assigned contract number and the latest modification number on which contractual agreement has been reached.

10.2.2 **Item 2 - Contract Type.** Enter the type of contract as identified in FAR Part 16 (e.g., Cost Plus Fixed Fee (CPFF), Fixed Price Incentive (FPI), etc.).

10.2.3 **Item 3 - Contract Funding For.** Enter the applicable type as follows:  
 Multi-Year Procurement (MYP)  
 Incrementally Funded Contract (INC)  
 Contract for a Single Year (SYC)

10.2.3.1 **For FY.** For contracts which are financed with funds appropriated in more than one fiscal year, a report is required for each fiscal year's funds where the separate year's funds in the contract are associated with specific quantities of hardware or services to be furnished. The fiscal year(s) being reported will be shown in this block and that year's share of the total target prices (initial and adjusted) will be shown in Items 9 and 10. (Continued on page 3)

**11. DISTRIBUTION STATEMENT**  
 Distribution Statement A: Approved for public release; distribution is unlimited.

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Block 7, Application/Interrelationship (Continued)

**7.3.1 Level of Reporting.** If a contract is funded with a single appropriation, a single line entry at the total contract level should be considered for CFSS reporting. Reporting by line item or WBS element will be limited to only those items or elements needed to support funds management requirements. A reduced level of reporting may be implemented on contracts (a) with a dollar value between \$250,000 and \$1,000,000 (constant FY 1990 dollars); (b) that are for time and material; or (c) for which only limited funding requirements information is needed.

**7.3.2 Multiple Appropriations.** Where two or more appropriation sources are used for funding a single contract, contractors will segregate funds data by appropriation accounting reference. The procuring agency will supply the appropriation numbers applicable to individual line items or WBS elements. If a single line item or WBS element is funded by more than one appropriation, methods for segregating and reporting such information will be negotiated and specified in the contract.

**7.3.3 Electronic Data Interchange.** The American National Standards Institute (ANSI) X12 standard (transaction set 839), or the United Nations Electronic Data Interchange For Commerce, Administration and Transport (EDIFACT) equivalent, will be used for EDI transmission.

**7.4 Frequency and Submission.** The CFSS will be a contractual requirement as set forth in the Contract Data Requirements List (CDRL) DD Form 1423. Unless otherwise provided in the contract, the CFSS will be prepared as of the end of each calendar quarter or contractor accounting period nearest the end of each quarter. The required number of copies of the CFSS will be forwarded within 25 calendar days after the "as of" date of the report, or as otherwise specified in the contract. In the event of exceptional circumstances which call for increased frequency in reporting, such frequency will not be more often than monthly and will be negotiated and specified in the contract.

**7.5 Explanations of Terms.**

**7.5.1 Open Commitments.** For this report, a commitment represents the estimated obligation of the contractor (excluding accrued expenditures) to vendors or subcontractors (based on the assumption that the contract will continue to completion).

**7.5.2 Accrued Expenditures.** For this report, include recorded or incurred costs as defined within the Allowable Cost, Fee and Payments Clause (FAR 52.216-7) for cost type contracts or the Progress Payments Clause (FAR 52.232-16) for fixed price type contracts, plus the estimated fee or profit earned. Such costs include:

7.5.2.1 Actual payments for services or items purchased directly for the contract.

7.5.2.2 Costs incurred, but not necessarily paid, for storeroom issues, direct labor, direct travel, direct other in-house costs and allocated indirect costs.

7.5.2.3 Progress payments made to subcontractors.

7.5.2.4 Pension costs provided they are paid at least quarterly.

**7.5.3 Termination Costs.** Although this report is prepared on the basis that the contract will continue to completion, it is necessary to report estimated termination cost by government fiscal year and generally by more frequent intervals on incrementally funded contracts. The frequency will be dependent on the funding need dates (i.e., quarterly) and should be compatible with the contract funding clauses, Limitation of Funds clause (cost type contracts) or

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costs include such items as loss of useful life of special tooling, special machinery and equipment; rental cost of unexpired leases; and settlement expenses. The definition of termination costs is included in FAR 31.205-42. In the event the Special Termination Costs clause (DFARS 252.249-7000) is authorized, then costs defined therein will be eliminated from the estimated termination costs.

7.6 The CFSR DID may be "tailored" in Block 16 of CDRL DD Form 1423. Tailoring is defined as deleting requirements from a DID. Requiring more information in the CFSR CDRL DD Form 1423 than specified in this DID is prohibited by DOD regulation. All negotiated reporting provisions will be specified in the contract's CDRL.

7.7 This DID supersedes DI-F-6004B.

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Block 10, Preparation Instructions (Continued)

10.2.4 Item 4 - Appropriation. Enter the appropriation name (i.e., Research, Development, Test and Evaluation, Aircraft Procurement, etc.) and DoD Component (i.e., Air Force, Navy, etc.) in this block.

10.2.5 Item 5 - Previous Report Date. Enter the cut-off date of the previous report. (Year, Month, Day)

10.2.6 Item 6 - Current Report Date. Enter the cut-off date applicable to this report. (Year, Month, Day)

10.2.7 Item 7 - Contractor. Enter the name, division (if applicable), and mailing address of the reporting contractor.

10.2.8 Item 8 - Program. Identify the program by name or enter the type, model and series or other military designation of the prime item or items purchased on the contract. If the contract is for services or a level-of-effort (i.e., research, flight test, etc.), the title of the service should be shown.

10.2.9 Item 9 - Initial Contract Price. Enter the dollar amounts for the initial negotiated contract target price (or estimated price for non-incentivized contracts) and contract ceiling price when appropriate. For contracts which are financed with funds appropriated in more than one fiscal year, only the share of the total initial target and ceiling associated with the fiscal year shown in Item 3 will be entered.

10.2.10 Item 10 - Adjusted Contract Price. Enter the dollar amounts for the adjusted contract target price (initial negotiated contract plus supplemental agreements) and adjusted contract ceiling price or estimated ceiling price where appropriate. For contracts which are financed with funds appropriated in more than one fiscal year, only the share of the total adjusted target and ceiling associated with the fiscal year shown in Item 3 will be entered.

10.2.11 Item 11 - Funding Information.

10.2.11.1 Column a. - Line Item/Work Breakdown Structure (WBS) Element. Enter the line item or WBS elements specified for CFSR coverage in the contract.

10.2.11.2 Column b. - Appropriation Identification. Enter the appropriation number supplied by the DoD Component for the contract or, if applicable, each line item or WBS element.

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10.2.11.3 Column c. - Funding Authorized To Date. Enter dollar amounts of contract funding authorized under the contract from the beginning of the fiscal year(s) shown in Item 3 through the report date shown in Item 6.

10.2.11.4 Column d. - Accrued Expenditures Plus Open Commitments Total. For contract work authorized, enter the total of (a) the cumulative accrued expenditures incurred through the end of the reporting period, and (b) the open commitments on the "as of" date of the report. Enter the total applicable to funds for the fiscal year(s) covered by this report as shown in Item 3.

10.2.11.4.1 Separation of Open Commitments and Accrued Expenditures. On selected contracts, the separation of open commitments and accrued expenditures by line item or WBS element may be a negotiated requirement in the contract. Utilization of this provision should be held to the minimum essential to support information needs of the procuring agency. In the event this separation of data is not available in the contractor's accounting system or cannot be derived without significant effort, provision should be made to permit use of estimates. The procedures used by the contractor in developing estimates shall be explained in the Remarks section of the report.

10.2.11.4.2 Notice of Termination. When a Notice of Termination has been issued, potential termination liability costs will be entered in this column. They will be identified to the extent possible with the source of liability (prime or subcontract).

10.2.11.5 Column e. - Contract Work Authorized - Definitized. For the fiscal year(s) shown in Item 3, enter the estimated price for the authorized work on which contractual agreement has been reached, including profit/fee, incentive and cost sharing associated with projected over/underruns. Amounts for contract changes will not be included in this item unless they have been priced and incorporated in the contract through a supplemental agreement.

10.2.11.6 Column f. - Contract Work Authorized - Not Definitized. Enter the contractor's estimate of the funds requirements for performing required work (e.g., additional agreements or changes) for which firm contract prices have not yet been agreed to in writing by the parties to the contract. Report values only for items for which written orders have been received. For incentive type contracts, show total cost to the Government (recognizing contractor participation). Enter in the Remarks section a brief but complete explanation of the reason for the change in funds.

10.2.11.7 Column g. - Subtotal. Enter the total estimated price for all work authorized on the contract (Column e. plus Column f.).

10.2.11.8 Column h. - Forecast - Not Yet Authorized. Enter an estimate of funds requirements, including the estimated amount for fee or profit, for changes proposed by the Government or by the contractor, but not yet directed by the contracting officer. In the Remarks section state each change document number and estimated value of each change.

10.2.11.9 Column i. - Forecast - All Other Work. Enter an estimate of funds requirements for additional work anticipated to be performed (not included in a firm proposal) which the contractor, based on his knowledge and experience, expects to submit to the Government within a reasonable period of time.

10.2.11.10 Column j. - Subtotal. Enter an estimate of total requirements for forecast funding (the sum of Column h. plus Column i.). Specific guidelines on what the contractor may include in the funding forecast section may be made a part of the contract.

10.2.11.11 Column k. - Total Requirements. Enter an estimate of total funds requirements for contract work authorized and forecast (the sum of Column g. plus Column j.).

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10.2.11.12 Column l. - Funds Carryover. For incrementally funded contracts only, report the amount by which the prior federal fiscal year funding was in excess of the prior year's requirement. If there is no carryover, report zero. Specific instructions for the use of this item may be made a part of the contract.

10.2.11.13 Column m. - Net Funds Required. Enter an estimate of net funds required, subtracting funds carryover in Column l. from total requirements in Column k.

10.2.11.14 Column Totals. Totals should be provided for Columns c. through m. for all line items or WBS elements reported.

10.2.12 Item 12 - Contract Work Authorized (With Fee/Profit) - Actual Or Projected. Data entries will be as follows: In the first column, actuals cumulative to date; in all other columns except the last, projected cumulative amounts from the start of the contract to the end of the period indicated in the column heading; in the last column, the projected cumulative amounts from the start to the end of the contract or fiscal year being reported. When the contractor has developed a range of estimates at completion, the most likely estimate shall be used to develop the projected cumulative data in this item.

10.2.12.1 Column Headings. Columns 2 through 9 will be headed to indicate periods covering the life of the contract or fiscal year being reported and may be headed to show months, quarters, half years and/or fiscal years as prescribed by the procuring agency.

10.2.12.2 Data Composition. Projected data should include all planned obligations, anticipated accruals, anticipated over/under targets (total cost to the Government recognizing contractor participation), G&A, and fee/profit. For award fee contracts, the fee actually awarded will be included in Column 1, Actual to Date. The contractor shall describe in the Remarks section the amount, by period, and rationale for any award fee projections included in Columns 2 through 10.

10.2.12.3 Item 12.a. - Open Commitments. In the first column enter commitments open as of the date of the report. In subsequent columns enter the commitments projected to be open as of the end of each period indicated by the column headings. The amount entered will be the projected cumulative commitments less the planned cumulative expenditures as of the end of time period indicated. At the end of the contract, the amount will be zero.

10.2.12.4 Item 12.b. - Accrued Expenditures. In the first column enter actuals to date. In subsequent columns enter the projected cumulative accrued expenditures as of the end of each period indicated by the column headings.

10.2.12.5 Item 12.c. - Total (12.a. and 12.b.). In the columns provided, enter the total contract work authorized - actuals to date (Column 1) or projected (Columns 2 through 10). This total is the sum of open commitments and accrued expenditures projected through the periods indicated by the column headings. Significant changes in the amount or timing of this item shall be explained in the Remarks section.

10.2.13 Item 13 - Forecast Of Billings To The Government. In the first column enter the cumulative amount received from the Government plus any unpaid billings to the Government through the current report date, including amounts applicable to progress or advance payments. In succeeding columns enter the amount expected to be billed to the Government during each period reported (assuming the contract will continue to completion). Amounts will not be cumulative.

10.2.14 Item 14 - Estimated Termination Costs. In the columns provided, enter the estimated costs that would be necessary to liquidate all government

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obligations if the contract were to be terminated in that period. These entries are the amounts required in addition to the amounts shown in Item 12. Applicable fee/profit should be included. These entries may consist of "rough order of magnitude" estimates and will not be construed as providing formal notification having contractual significance. This estimate will be used to assist the Government in budgeting for the potential incurrence of such cost. On contracts with Limitation of Funds/Obligation clauses, where termination costs are included as part of the funding information in Block 11, enter the amounts required for termination reserve on this line.

### 10.3 Remarks Section.

10.3.1 General. This section shall contain any additional information or remarks which support or explain data submitted in this report. At a minimum, the contractor shall present the following information: (a) explanations of funds changes (refer to paragraphs 10.2.11.6, 10.2.11.8 and 10.3.2); (b) procedures used to develop estimates of open commitments and accrued expenditures (refer to paragraph 10.2.11.4.1); (c) the amount and rationale for any award fee projections included in Item 12 (refer to paragraph 10.2.12.2); (d) explanations of significant changes in the amount or timephasing of actual or projected total contract work authorized (refer to paragraph 10.2.12.5); and (e) any other information deemed significant or noteworthy. The contractor also shall provide a projected contract completion date that supports the funding projections in Item 12.

10.3.2 Changes. The Remarks section shall contain information regarding changes, as indicated below. A change in a line item shall be reported when the dollar amount reported in Item 11, Column k, of this submission differs from that reported in the preceding submission. The movement of dollar amounts from one column to another (Item 11, Columns e. through j.), indicating a change in the firmness of funds requirements, need not be reported in this section. Change reporting shall include the following:

10.3.2.1 The location of the changed entry (page, line, and column);

10.3.2.2 The dollar amount of the change; and

10.3.2.3 A narrative explanation of the cause of each change.

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CONTRACT FUNDS STATUS REPORT (Dollars in \_\_\_\_\_)

1. CONTRACT NUMBER	3. CONTRACT FUNDING FOR FOR FY	5. PREVIOUS REPORT DATE	7. CONTRACTOR (Name, address and zip code)	9. INITIAL CONTRACT PRICE a. TARGET b. CEILING
2. CONTRACT TYPE	4. APPROPRIATION	6. CURRENT REPORT DATE	8. PROGRAM	10. ADJUSTED CONTRACT PRICE a. TARGET b. CEILING

LINE ITEM/WEB ELEMENT	APPROPRIATION IDENTIFICATION	FUNDING AUTHORIZED TO DATE	ACCRUED EXPENDITURES OPEN COMMITMENTS TOTAL	CONTRACT WORK AUTHORIZED			FORECAST			TOTAL REQUIREMENTS	FUNDS CARRY-OVER	NET FUNDS REQUIRED
				DEFINITIZED	NOT DEFINITIZED	SUBTOTAL	NOT YET AUTHORIZED	ALL OTHER WORK	SUBTOTAL			

12. CONTRACT WORK AUTHORIZED (With Fee/Profit) - ACTUAL OR PROJECTED											
	ACTUAL TO DATE										AT COMPLETION
a. OPEN COMMITMENTS											
b. ACCRUED EXPENDITURES											
c. TOTAL (12a + 12b)											
13. FORECAST OF BILLINGS TO THE GOVERNMENT											
14. ESTIMATED TERMINATION COSTS											

15. REMARKS

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SAMPLE FORM # 1 - Contract Funds Status Report Page 7 of 7

The public reporting burden for this collection of information is estimated to average 1 1/2 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to the Department of Defense, Executive Service Directorate (0704-0188). Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number. Please do not return your form to the above organization. Send completed form to the Government Printing Contracting Office for the Contract/P/N No. listed in Block E.

A. CONTRACT LINE ITEM NO. B. EXHIBIT A C. CATEGORY: TOP \_\_\_\_\_ TM \_\_\_\_\_ OTHER X

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

1. DATA ITEM NO. B004 2. TITLE OF DATA ITEM Presentation Material 3. SUBTITLE Demonstration Concepts

17. PRICE GROUP

4. AUTHORITY (Data Acquisition Document No.) DI-ADMN-81373 5. CONTRACT REFERENCE SOW para 1.2.1 6. REQUIRING OFFICE SFAE-MSLS-CMDS-BMD-AM

18. ESTIMATED TOTAL PRICE

7. DD 250 REQ. LT 8. APP CODE A 9. DIST STATEMENT REQUIRED F 10. FREQUENCY ASREQ 11. AS OF DATE N/A 12. DATE OF FIRST SUBMISSION See Blk 16 13. DATE OF SUBSEQUENT SUBMISSION See Blk 16 14. DISTRIBUTION a. ADDRESSEE b. COPIES

15. REMARKS
Blk 8: The Government will provide approval/disapproval five days after receipt. The classified material shall be submitted separately from the unclassified material. The contractor shall resubmit corrected version five days after receipt of Government comments.
Blk 9: Distribution F: Further dissemination only as directed by the Cruise Missile Defense Systems Project Office, SFAE-MSLS-CMDS-PE-CM, Redstone Arsenal, AT: 35898-5006, 24 March 2000.
Blk 12 & 13:
For QPR charts the contractor shall coordinate agenda details with JLENS SDI such that a detailed agenda shall be delivered 14 days prior to meeting. QPR briefing charts to be presented shall be delivered 7 days prior to the review.
Delivery is required only for Quarterly Program Reviews. First delivery NLT 180 days after award.
The classified material shall be submitted separately from the unclassified material.
Contractor Format is acceptable.
Blk 14: Electronic delivery of this data item LARY the SOW. Notify JLENS Product Office Data Management OPR [redacted] when deliverable is placed in portal or repository. Letter of transmittal must be signed electronically.
The data item shall be delivered in one or more of the MS Office documents.

Table with columns for Addressee and Copies (Draft, Final Reg, Final Repro). Row 1: SFAE-MSLS-CMDS, -PE-CM, 0 Draft, 1 Final Reg, 0 Final Repro.

G. PREPARED BY [redacted] H. DATE 10/16/07 I. APPROVED BY [redacted] J. DATE 10/16/07

(b)(6)

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DATA ITEM DESCRIPTION			Form Approved OMB No. 0704-0188	
Public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Washington Headquarters Service, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503.				
1. TITLE		2. IDENTIFICATION NUMBER		
Presentation Material		D1-ADMIN-81373		
3. DESCRIPTION / PURPOSE				
3.1 Presentation materials are audiovisual aids, such as viewgraphs, photographs, slides or electronic equivalent. They are used to present information during reviews, briefings, and similar activities involving more than one person.				
4. APPROVAL DATE (YYMMDD)		5. OFFICE OF PRIMARY RESPONSIBILITY (OPR)		6a. DTIC APPLICABLE
931001		F/ESC/EN-4		
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 may be applied on any acquisition.				
7.3 This DID supersedes DI-A-3024A.				
8. APPROVAL LIMITATION		9a. APPLICABLE FORMS		9b. ANSC NUMBER
				F6970
10. PREPARATION INSTRUCTIONS				
10.1 <u>Format</u> . Contractor format is acceptable, with the exception that the government must approve the use of any contractor insignia, trade names or symbols. Delivery media format shall be defined on the DD Form 1423, Contract Data Requirements List.				
10.2 <u>Content</u> . Presentation material shall include a text of any accompanying verbal material unless the verbal portion is included as part of an electronic presentation. In either case the text or audio shall include the following statement:  "The publication of this material does not constitute approval by the government of the findings or conclusion herein. Wide distribution or announcement of this material shall not be made without specific approval by the sponsoring government activity."				
11. DISTRIBUTION				
DISTRIBUTION STATEMENT A. Approved for public release; distribution is unlimited.				

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1. CONTROL NUMBER (If applicable) <b>300166</b>	2. EFFECTIVE DATE <b>04 SEP 08</b>	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
ISSUED BY US ARMY SPACE & MISSILE DEFENSE COMMAND HUNTSVILLE AL 35894	CODE <b>W9113M</b>	7. ADMINISTERED BY (If other than item 6) DCMA RAYTHEON 50 APPLE HILL DRIVE M/S 12FR2 TEWKSBURY MA 01876	CODE <b>S2205A</b>

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) RAYTHEON COMPANY 350 LOWELL ST. ANDOVER MA 01810-4400	9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED (SEE ITEM 11)
	X 10A. MOD. OF CONTRACT/ORDER NO. DASG60-98-C-0001
	X 10B. DATED (SEE ITEM 13) 30-Jan-1998

CODE 05716 FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

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

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

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

X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:  
FAR 43.103(a)(3), Mutual Agreement

D. OTHER (Specify type of modification and authority)

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

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
Modification Control Number: (b)(6)  
To revise Section J, LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS, to incorporate JLENS Software Source Code Specifically Negotiated License, License Number JLENS-SWLA-01, at no additional cost.

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

15. (b)(6)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) (b)(6)
15C. DATE SIGNED 9/4/08	16B. DATE SIGNED 4 Sep 08

Signature of person authorized to sign: (b)(6)  
Signature of Contracting Officer: (b)(6)

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SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION J - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

The following have been modified (changes are shown in bold):

<u>TITLE</u>	<u>DATE</u>	<u># OF PAGES</u>	
Contract Security Classification Specification (DD Form 254) REVISION 10 (P00149) DD 254 Mailed via US Postal Service. NOTE: Last Revision see P00106 Rev. 8 (Rev. 9 deleted)	26 Dec 2007	11	
<b>JLENS Software Source Code Specifically Negotiated License, License Number JLENS-SWLA-01 (Added per Modification P00166)</b>	<b>04 Sep 08</b>	<b>8</b>	
<u>CLIN 0017:</u> JLENS System Development and Demonstration (SDD) Program Statement of Work (Revised by Incorporating CSDR Plans dated 20 Febr 2007 in Appendix C per Modification P00136)	30 Nov 06 - Revised 20 Feb 07	37	
DTRA [REDACTED]	March 08	1	(b)(3)(A) (i)&Title 10 Sec 130 (a)(b)
Contract Data Requirements List (DD Form 1423) Exhibit A with Distribution List & Data Item Nos. B001 through B062 (Replace Data Item Nos. B026 and B027, only Per Modification P00136) (Replace Data Item Nos. B048 and B049, only Per Modification P00143 & to add statement in Section A of Modification P00143) (Replace Data Item No. B033 only, per Modification P00161)	01 Dec 06  Revised 05 Apr 07  Revised 24 Oct 07  Revised 11 Jul 08	63     1	
*Added statement below to address weekends/Holidays: (In Mod P00143)	24 October 07		
*Per a mutual agreement between Raytheon and JLENS Product Office all Contract Data Requirements List (CDRL's) (DD Form 1423) are due on the next business day after the required due date if the due date falls on Saturday, Sunday or a Government Holiday. In addition, for any CDRL with a requirement to resubmit within 10 days or less after receipt of comments, where Raytheon receives the comments on a Friday, the timeframe for resubmittal will begin on the next business day. Statement added in Mod P00143 on 24 Oct. 2007.			
GFE/GFP/GFS List for SDD Replaced with Rev. B List **Add items below For record-keeping purposes (Per Mod P00143)	28 Nov 06 15 Oct 07 Revised 22 Oct 07	2 6	

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\*\*Per the DCMA and [REDACTED] Raytheon is authorized rent free use on a non-interference use of the equipment listed below for utilization on JLENS Fire Control Radar Prime Contract DASG60-98-C-0001 for the period from 19 April 2007 through 30 September 2011. (b)(4)

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

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

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

Hereby added in Mod P00148 for tracking purposes:

Originated in Basic Contract:

Government Furnished Equipment - Spiral 1	20 Jun 03	1 List
(Spiral 1 Equipment Transferred to Government	25 Mar 07*	34 pages
Contract DASG60-00-C-0091. DD Form 1149 (attached)	(Revised 21 Nov 07)*	34 pages

Ship to address: [REDACTED] (b)(6)

[REDACTED] (b)(4)

\*NOTE: Items 1-1060 transferred to Contract DASG60-00-C-0091 per revised GFE list dated 21 Nov 07. Items 1061 - 1116 GFE items retained on Contract DASG60-98-C-0001 for Spiral 2 per GFE list dated 25 Mar 07.

CLIN 0021

JLENS Simulation Support SOW dated 28 January 2008	28 January 2008	2 pages
[REDACTED] (b)(3)(A) Simulation Support Tasks (Added per Mod P00153)		

CLIN 0025

JLENS Integrated Fire Control Demonstration Program Statement of Work, Revision 3 (Added per Modification P00165)	14 Jan 08	3
JLENS Integrated Fire Control Demonstration Program Program and Technical Clarification Description, incorporated herein by reference (Added per Modification P00165)	25 Jul 08	17
Contract Data Requirements List (DD Form 1423) Exhibit B, Data Items Nos. B001 through B004, with Data Item Descriptions (Added per Modification P00165)	16 Oct 07	19

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)  
(End of Summary of Changes)

)  
)  
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**JLENS**  
**SOFTWARE SOURCE CODE SPECIFICALLY NEGOTIATED LICENSE**  
**Per DFARS Clause 252.227-7014(b)(4)**  
**LICENSE NUMBER JLENS-SWLA-01**

This Specifically Negotiated License Agreement ("License") is entered into as of the 4<sup>th</sup> day of September, 2008 (the "Effective Date"), by and between Raytheon Company (including its subsidiary Raytheon Solipsys), a corporation organized and existing under the laws of the State of Delaware, and having offices at 870 Winter Street, Waltham, Massachusetts 02451 (hereinafter referred to as "Raytheon"), TCOM, a Limited Liability Partnership having offices at 7115 Thomas Edison Drive, Columbia, MD 21046, hereinafter collectively referred to as "Licensors" and the Program Executive Office, Missiles and Space (PEO MS), hereinafter collectively referred to as "Licensee", represented by the Space and Missile Defense (SMDC) Contracting Officer.

1. Definitions.

- (a) "Licensed Field" means the United States Government Joint Land Attack Cruise Missile Defense Elevated Netted Sensor (JLENS) System Design and Demonstration DASG60-98-C-0001 ("JLENS Contract") and any follow-on JLENS contracts, unless otherwise agreed upon.
- (b) "Licensed Source Code" is hereafter defined as source code written in programming languages in a form intelligible to trained programmers and capable of being translated into object code or executable code for operation on computer equipment through compiling or assembly and that is delivered or otherwise provided under CDRL B023 of the JLENS SDD contract (DASG60-98-C-0001) and that are subject to Restricted Rights in the JLENS SDD contract, (Restricted Rights Software). It also includes any Licensed Source Code documentation (to which the Government does not already have license rights) to be supplied with the Licensed Source Code and that are subject to Restricted Rights in the JLENS Contract, (Restricted Rights Software Documentation).
- (c) "Proprietary Information" means information which is confidential or proprietary to or trade secrets of the Licensors and which the Licensors wish to protect from public disclosure. Proprietary Information includes, without limitation, all information disclosed at any time before, after, or at the time of execution of this License by the Licensors relating to the Restricted Rights Software and / or Restricted Rights Software Documentation (including without limitation any specifications, designs, techniques or processes used in creating the Restricted Rights Software); and any other confidential information or trade secrets which have been or shall be disclosed between the parties relating to the Licensors' products, marketing and sales plans, financial status, product development plans, strategies and the like.

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2. License of Software; Scope of Licenses.

- (a) In addition to the Government's Restricted Rights in Licensed Source Code developed exclusively at private expense and required to be delivered or otherwise furnished under the JLENS SDD contract and Unlimited Rights in computer software documentation required to be delivered under the JLENS Contract, the Licensors hereby grant to Licensee (PEO MS) a non-exclusive, non-transferable, worldwide, paid-up non-royalty bearing License in the Licensed Field to use Licensed Source Code for the purposes of Independent Verification and Validation (IV&V) and other systems analysis purposes as defined in this License for the JLENS Contract; only and for no other purpose during the time that this License remains in effect subject to the terms and conditions of this Agreement.
- (b) Raytheon Licensed Source Code will be provided directly to Licensee by Raytheon. Raytheon Solipsys and TCOM Licensed Source Code will be provided directly to Licensee without transmittal through Raytheon.
- (c) The Licensee is entitled, upon entering into this Licensing Agreement, to utilize the Licensor's Licensed Source Code (and associated Restricted Rights Source Code Documentation) provided under this License solely for the following purposes:
  - 1) Examination of Licensed Source Code as required to perform JLENS SDD Software IV&V.
  - 2) Examination of Licensed Source Code as required to perform JLENS SDD system analysis and performance assessment.
  - 3) Examination of Licensed Source Code as required to verify implementation of JLENS SDD system requirements.
  - 4) Examination of Licensed Source Code as required to assess JLENS SDD algorithms.
  - 5) Development of independent models and simulations of JLENS software; the independent models and simulations will support an independent government assessment.
  - 6) Examination of Licensed Source Code as required to verify implementation of JLENS SDD safety critical software.
  - 7) Examination of Licensed Source Code as required to verify compliance with design documentation and coding standards for the JLENS SDD system including, but not limited to, processor throughput and memory consumption/loading under high data bandwidth conditions and computer communications infrastructure limitations under loaded conditions.

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- 8) Instrumentation of the Licensed Source Code for the purpose of collecting data during tests of the JLENS system.
  - 9) Analysis of Licensed Source Code when stressed under conditions predicted when the JLENS SDD configuration is netted into air defense architectures.
- (d) The Licensee, upon entering into this Licensing Agreement and in exchange for the entitlements above, agrees to the following obligations:
- 1) The Licensee may not use or distribute this Licensed Source Code in any form (including reverse engineered design artifacts and/or design documentation) to other government or commercial programs for the purposes of the development of other government or commercial programs.
  - 2) The Licensee may distribute the Licensed Source Code only to personnel assigned to or under obligation of confidentiality to the JLENS Product Office, including contractor personnel (in accordance with the requirements of Para (e) below), with a "need to know" to perform their tasks on the JLENS SDD System. The Licensee may not grant rights to the Licensed Source Code that are broader than those provided by this License. For example, the Licensee may not distribute the Licensed Source Code under terms that would permit other government or commercial use.
  - 3) The Licensee may not remove or obscure any copyright, restricted right, proprietary right, limited right, or other restrictive markings from the Licensed Source Code, except as specified in DFARS clauses 252.227-7013(h) and 252.227-7014(h).
  - 4) The Licensee may not use the Licensed Source Code to derive engineering / design artifacts for the purposes of re-engineering code (reverse engineering).
  - 5) The Licensee must include a verbatim copy of this License with all distributions to JLENS program personnel.
  - 6) The Licensee can only use Licensed Source Code to aid the development of any software programs that are designed to be used by, or in conjunction with JLENS in accordance with requirements of Para 2(c) above.
  - 7) Other than modifications that the Licensee may need to make to the Licensed Source Code to support the Independent Verification and Validation (IV&V) and other systems analysis as contemplated by the License, the Licensee may only modify the Licensed Source Code or

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create derivative works therefrom after requesting and receiving consent in writing from the Licensor. If such consent is granted, the Licensee will cause the modified files to carry prominent notices describing the Licensee changes and the date of such changes and the Licensee modified Licensed Source Code will not be used during any test conducted by the Licensors, or during any field system test activity supported by Raytheon leading to JLENS orbit acceptance.

8) The Licensee shall not make, have made, or permit Government employees or third parties, to make any copies or verbal or media translations of the Licensed Source Code, in whole or in part, for any reason other than as provided in this License. Licensee shall not use, disclose, sell, transfer or copy the Licensed Source Code or any portion thereof, other than as expressly permitted in this License.

(e) During the term of this License, the Licensee shall not release or disclose the Licensed Source Code to any other non-Government Party unless:

1) The third party recipient is a Licensee contractor receiving access to the Licensed Source Code for performance of a Licensee contract that contains the DFARS clause 252.227-7025, Limitations on the Use or Disclosure of Government Furnished Information Marked with Restrictive Legends in effect as of the Effective Date of this Agreement; or

2) Prior to release or disclosure of the Licensed Source Code to a third party recipient pursuant to the terms of this Agreement, the Licensee shall require the intended third party recipient to execute a use and non-disclosure agreement as specified in DFAR 227.7103-7 in effect as of the Effective Date of this Agreement. This non-disclosure agreement shall be directly between the third party and whichever of the Licensor's parties has proprietary rights to the Licensed Source Code in question.

3) The Licensee shall, within five (5) business days, provide written notice to the Licensors of the names of any third parties to whom the Licensed Source Code is released or disclosed pursuant to (i) or (ii) above.

(f) All Licensed Source Code rights under this agreement shall expire after contract completion, at which time the Licensee must either return all copies of the Licensed Source Code to Licensors or certify to Licensors that all copies including modifications made thereto by Licensee of the Licensed Source Code have been destroyed, unless otherwise agreed upon. The Licensee shall not make, have made, or permit its employees or third parties to make any copies or verbal or media translations of the Licensed Source Code, in whole or in part, for any reason other than as provided in this License. The Licensee shall not use,

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disclose, sell, transfer or copy the Licensed Source code or any portion thereof, other than as expressly permitted in this License.

- (g) To the extent that the Licensee does not have greater license rights, the Licensee is granted the right to utilize the Licensed Source Code Documentation in connection with its use of the Licensed Source Code. The Licensee may make additional copies of the Licensed Source Code Documentation for the purpose of supporting Licensee's use of the Licensed Source Code under this License Agreement.
- (h) Nothing in this License abrogates any of the protections afforded to the Government or Licensors under DFARS 252.227-7014.
- (i) All rights not explicitly listed in this agreement are reserved to the Licensors.

3. Fees.

The Licensors hereby waive the normally intended License Fee for use of the Licensed Source Code. This License is granted free of charge to the Licensee for the purposes stated herein.

4. Proprietary Information.

The Parties acknowledge that, in the course of performing their respective obligations hereunder, it will be necessary for the Licensors to disclose to Licensee Proprietary Information including, but not limited to, the Licensed Source Code including appropriate Licensed Source Code Documentation. Licensee shall hold such Proprietary Information in confidence and not make any use of the Proprietary Information nor disclose it or permit it to be disclosed to its employees, representatives, subcontractors or any other third party except as permitted by this License. Nothing in this License shall be interpreted as placing any obligation of confidence and non-use on Licensee with respect to any Proprietary Information that can be demonstrated to have been in the public domain as of the Effective Date or comes into the public domain during the term of this License through no fault of Licensee; or can be demonstrated to have been independently developed or development was funded in whole or in part by Licensee; or is rightfully received by Licensee from a third party not under an obligation of confidence.

5. Default and Termination.

- (a) Upon the occurrence of any of the following events, a Party (the "Defaulting Party") shall be in default under this License:
  - 1) The Defaulting Party commits a material breach in the performance of any obligations or covenants under this Agreement and does not cure such

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breach within sixty (60) days after the date of written notice from the non-Defaulting Party.

- 2) Any representation or warranty made by the Defaulting Party hereunder is breached and remains uncured for sixty (60) days after the date of written notice from the non-Defaulting Party.
- 3) The Licensee is in violation of its obligations regarding the use and/or disclosure of the Licensed Source Code.

(b) If any default occurs and is not cured within any applicable period specified above, the non-Defaulting Party may employ any remedy then available to it under Federal law.

(c) In the event of termination of this Agreement as a result of default by the Licensee or automatic termination on conclusion of the JLENS Contract, all rights and Licenses granted hereunder by the Licensors shall cease and be terminated immediately as of the effective date of the termination and Licensee shall immediately cease all further use of Proprietary Information.

6. Assignment.

Except as specifically allowed in this Agreement, Licensee shall not assign this Agreement, or any of the rights granted to Licensee pursuant to this Agreement, and this Agreement and such rights shall not pass to any other person or entity by operation of law or otherwise. Any purported transfer of this Agreement by Licensee shall be void and have no force and effect, shall be a default under this Agreement, and shall void all rights granted to the Licensee hereunder. The Licensors, with prior approval of Licensee, which will not be unreasonably withheld, may assign this agreement to a successor to all or substantially all of the business of the Licensors to which this Agreement relates.

7. Effectiveness of License.

This License shall be effective (04 Sep 08) on the date the last of the following conditions have been satisfied: this License has been completed and executed by duly authorized representatives of the Licensors and Licensee.

8. Notices.

All notices and other communications pertaining to this Agreement shall be in writing and shall be deemed to have been given if: (i) personally delivered to the other party; or (ii) sent by the United States Postal Service certified mail, return receipt requested, postage prepaid or by Federal Express, United Parcel Service or other nationally recognized overnight carrier, and shall be deemed to have been given and received on the date so received by the Party to which said communication is so directed. A receipt

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evidencing delivery of certified or registered mail shall constitute evidence of receipt. All notices or communications between the parties shall be sent to the addresses as set forth below. Any Party may change its notification address by giving written notice to that effect to the other Party in the manner provided herein. Any notice requiring prompt action shall be contemporaneously sent by facsimile transmission or electronic mail.

9. Severability.

If any portion of this Agreement is held invalid, such invalidity shall not affect the validity of the remaining portions of the Agreement, and the parties will substitute for any such invalid portion hereof a provision which best approximates the effect and intent of the invalid provision.

10. Waiver.

Any waiver by either Party of a breach of any provision of this Agreement shall not operate as or be construed to be a waiver of any other breach of such provision or of any breach of any other provision of this Agreement. The failure of a Party to insist upon strict adherence to any term of this Agreement on one or more occasions shall neither be considered a waiver nor deprive that Party of any right thereafter to insist upon strict adherence to that term or any other term of this Agreement. Any waiver must be in writing and signed by the Party to be charged therewith.

11. Entire Agreement.

This Agreement, together with Contract DASG60-98-C-0001, are intended as the complete and exclusive statement of the agreement between Licensee and the Licensors with respect to the subject matter hereof, and supersede all prior agreements and negotiations related thereto.

12. Construction and Jurisdiction.

This License shall be governed by and construed in accordance with applicable federal laws and regulations of the United States of America.

13. Counterparts.

Provided that all Parties hereto execute a copy of this Agreement, this License may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Executed copies of this License may be delivered by facsimile transmission or other comparable means.

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14. Force Majeure.

The Parties shall not be required to perform any term, condition, or obligation in this License so long as such performance is delayed or prevented by force majeure, which shall include, but not be limited to, acts of God, acts of a foreign government, war, riot, fires, epidemics or other similar causes beyond a Party's reasonable control.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed in duplicate originals by their duly authorized representatives.

**RAYTHEON COMPANY**

**UNITED STATES GOVERNMENT**

By: [REDACTED]  
Name: [REDACTED]  
Title: [REDACTED]

By: [REDACTED] (b)(6)  
Name: [REDACTED] (b)(6)  
Title: [REDACTED] (b)(6)

**TCOM**

[REDACTED]  
By: [REDACTED]

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

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AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT CODE	PAGE OF PAGES
2. AMENDMENT/MODIFICATION NO. <b>PO0167</b>		3. EFFECTIVE DATE <b>18 SEP 08</b>	4. REQUISITION/PURCHASE REQ. NO.		1   2
6. ISSUED BY US ARMY SPACE & MISSILE DEFENSE COMMAND <b>(b)(6)</b>		CODE <b>W9113M</b>	7. ADMINISTERED BY (If other than item 6) DCMA/RAYTHEON 32 APPLE HILL DRIVE MS 127K TENNESSEE 37203		5. PROJECT NO. (If applicable) <b>S2205A</b>
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) RAYTHEON COMPANY 380 LOWELL ST. ANDOVER MA 01810-4402			9A. AMENDMENT OF SOLICITATION NO.		
			9B. DATED (SEE ITEM 11)		
CODE <b>05716</b>			X 10A. MOD. OF CONTRACT/ORDER NO. <b>DA3659-99-C-0001</b>		
FACILITY CODE			X 10B. DATED (SEE ITEM 13) <b>30-Jan-1998</b>		
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA (If required) <b>See Schedule</b>					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).					
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.232-22, "Limitation of Funds"					
D. OTHER (Specify type of modification and authority)					
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: <b>(b)(6)</b> To incrementally fund SubCLN00177AA in the amount of \$1,185,000. <span style="float: right;">(b)(6)</span>					
EXCEPT AS PROVIDED HEREIN, ALL TERMS AND CONDITIONS OF THE DOCUMENT REFERENCED IN ITEM 7A OR 10A, AS HERETOFORE CHANGED, REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.					
15A. <b>(b)(6)</b>		15B. <b>(b)(6)</b>		15C. <b>(b)(6)</b>	
15D. DATE SIGNED <b>9-18-08</b>		15E. <b>(b)(6)</b>		16C. DATE SIGNED <b>18 Sep 08</b>	
EXCEPTION TO SF 30 APPROVED BY OIRM 11-84		30-105-04		STANDARD FORM 30 (Rev. 10-83) Prescribed by GSA FAR (48 CFR) 53.243	

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SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by \$1,195,000.00 from \$889,592,365.52 to \$890,787,365.52.

SUBCLIN 0017AA:

KT: 21 8 2040 5L 5L68 P172419E555L 255Y 4M8J710600 S01021 4M8J710600/84MJLE/4M5 was increased by \$1,000,000.00 from \$384,459,200.00 to \$385,459,200.00

KU: 21 7 2040 5L 5L68 P172419E555L 255Y 4M7J730000 S01021 4M7J730000/74MJLE/4M was increased by \$195,000.00 from \$2,008,183.00 to \$2,203,183.00

Target Cost, Target Fee, and Total for the above [redacted] is distributed as follows:

(b)(4)

Target Cost	[redacted]	of cost and [redacted] facilities capital cost of money)
Target Fee	[redacted]	
Total	\$1,195,000	

Paragraph G-6, IMPLEMENTATION OF AND EXPLANATION OF THE RELATIONSHIP OF THE LIMITATION OF FUNDS (LOF) CLAUSE TO FEE OBLIGATIONS, subparagraph c., is revised to read as follows:

SUBCLIN 0017AA :

	<u>PRIOR</u>	<u>THIS MODIFICATION</u>	<u>CUMULATIVE TOTAL*</u>
(1) Amount Required for Full Funding, Including Fee:	\$ 1,435,356,253	\$ 0	\$ 1,435,356,253
(2) Amount Allotted Under the LOF Clause for Payment of Costs:	[redacted]		
(3) Amount Separately Obligated for Payment of Fee:	[redacted]		
(4) Total Amount Allotted and Obligated:	\$ 677,393,034	\$ 1,195,000	\$ 678,588,034
(5) Net Amount Required for Full Funding	\$ 757,963,219	(\$1,195,000)	\$ 756,768,219

(b)(4)

\* These figures take into consideration the negotiated total value of SubCLIN 0017AA (This does not include SubCLIN 17AH).

The following is an update to Modification P00164 showing a summary of funding by ACRN through Modification P00167:

<u>ACRN</u>	<u>FUNDING</u>
AA	440,100.00
AB	2,298,235.00
AC	17,832,987.00

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AD	0.00
AE	7,500,000.00
AF	3,300,000.00
AG	17,192,400.00
AH	700,000.00
AJ	200,000.00
AK	85,000.00
AL	45,000.00
AM	17,045,000.00
AN	5,800.00
AP	20,779,000.00
AQ	105,000.00
AR	35,000.00
AS	0.00
AT	6,984,678.52
AU	7,970,000.00
AV	0.00
AW	100,000.00
AX	3,396,000.00
AY	550,000.00
AZ	19,412,000.00
BA	24,527,878.00
BB	146,000.00
BC	72,000.00
BD	85,000.00
BE	100,000.00
BF	100,000.00
BG	1,975,321.00
BH	38,018,908.00
BJ	8,023,110.00
BK	260,000.00
BL	0.00
BM	125,000.00
BN	103,000.00
BP	10,352,348.00
BU	350,000.00
BV	9,000.00
BW	84,896,852.00
BX	1,146,000.00
BY	3,880,000.00
BZ	190,000.00
KL	118,250.00
KM	192,793,000.00
KN	0.00
KQ	92,811.00
KR	0.00
KS	0.00
KT	385,632,998.00
KU	2,203,183.00
KV	65,000.00

001556



KW	20,000.00
KX	60,000.00
KY	25,000.00
KZ	25,000.00
LA	13,508.00
LB	12,500.00
LC	200,000.00
LD	7,943,648.00
LE	1,173,850.00
LF	10,000.00
LG	62,000.00

The following is an update to Modification P00164 showing a summary of funding by CLIN by ACRN through Modification P00167:

<u>CLIN</u>	<u>ACRN</u>	<u>FUNDING AMT</u>	<u>CLIN TOTAL</u>
CLIN 0001	AA	440,100.00	
CLIN 0001	AD	0.00	
			<u>440,100.00</u>
CLIN 0003	AB	2,298,235.00	
CLIN 0003	AC	17,832,987.00	
CLIN 0003	AD	0.00	
CLIN 0003	AE	7,500,000.00	
CLIN 0003	AF	3,300,000.00	
CLIN 0003	AG	17,192,400.00	
CLIN 0003	AH	700,000.00	
CLIN 0003	AM	17,045,000.00	
CLIN 0003	AN	5,800.00	
CLIN 0003	AP	20,779,000.00	
CLIN 0003	AS	0.00	
CLIN 0003	AT	6,984,678.52	
CLIN 0003	AW	100,000.00	
CLIN 0003	AY	550,000.00	
			<u>94,288,100.52</u>

001557

CLIN		
0005	BA	24,527,878.00
CLIN		
0005	BB	146,000.00
CLIN		
0005	BC	72,000.00
CLIN		
0005	BD	85,000.00
CLIN		
0005	BE	100,000.00
CLIN		
0005	BF	100,000.00
CLIN		
0005	BG	1,975,321.00
CLIN		
0005	BH	38,018,908.00
CLIN		
0005	BL	0.00
CLIN		
0005	BZ	0.00
		<u>65,025,107.00</u>
CLIN 0007AA	BP	10,352,348.00
		<u>10,352,348.00</u>
CLIN 0009AA	AQ	45,106.00
CLIN 0009AA	AV	0.00
CLIN 0009AA	BK	256,545.00
CLIN 0009AA	BM	125,000.00
CLIN 0009AA	BN	21,315.00
		<u>447,966.00</u>
CLIN 0009AB	AJ	200,000.00
CLIN 0009AB	AK	85,000.00
CLIN 0009AB	AL	45,000.00
CLIN 0009AB	AQ	59,894.00
CLIN 0009AB	AR	35,000.00
CLIN 0009AB	BK	3,455.00
CLIN 0009AB	BN	81,685.00
CLIN 0009AB	BU	350,000.00
CLIN 0009AB	BV	9,000.00
		<u>869,034.00</u>
CLIN		
0013	AU	7,970,000.00
CLIN		
0013	AX	3,396,000.00
CLIN		
0013	AY	0.00
CLIN	AZ	19,412,000.00

001558

CLIN 0021AB	KV	0.00	
CLIN 0021AB	LB	0.00	
CLIN 0021AB	KX	0.00	
CLIN 0021AB	KY	0.00	
			<u>0.00</u>
CLIN 0021AC	KZ	0.00	
CLIN 0021AC	LA	0.00	
			<u>0.00</u>
CLIN 0022	KW	0.00	
			<u>0.00</u>
CLIN 0023	KX	60,000.00	
CLIN 0023	KY	25,000.00	
CLIN 0023	KV	65,000.00	
CLIN 0023	LB	12,500.00	
CLIN 0023	LF	10,000.00	
			<u>172,500.00</u>
CLIN 0024	LA	13,508.00	
CLIN 0024	LG	62,000.00	
CLIN 0024	KZ	25,000.00	
CLIN 0024	KW	20,000.00	
			<u>120,508.00</u>
CLIN 0025	LE	1,173,850.00	
			<u>1,173,850.00</u>

(End of Summary of Changes)

001559

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

1. CONTRACT ID CODE: **V**      PAGE OF PAGES: **1 | 11**

AMENDMENT/MODIFICATION NO. **00168**      3. EFFECTIVE DATE **25 SEP 08**      4. REQUISITION/PURCHASE REQ. NO.      5. PROJECT NO. (if applicable)

6. ISSUED BY CODE **WD113M**      7. ADMINISTERED BY (if other than item 6) CODE **S2205A**  
 US ARMY SPACE & MISSILE DEFENSE COMMAND  
 (b)(6)  
 HUNTSVILLE AL 35897-3801  
 DCMA RAYTHEON  
 50 APPLE HILL DRIVE  
 MSB T2FR2  
 TEWASBURY MA 01876

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)  
 RAYTHEON COMPANY  
 350 LOWELL ST.  
 ANDOVER MA 01810-4400

9A. AMENDMENT OF SOLICITATION NO.  
 9B. DATED (SEE ITEM 11)  
 X 10A. MOD. OF CONTRACT/ORDER NO. **DASG60-96-C-0001**  
 10B. DATED (SEE ITEM 13)  
 X **30-Jan-1998**

CODE **05716**      FACILITY CODE

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)  
**See Schedule**

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

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

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

X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:  
**Changes Clause**

D. OTHER (Specify type of modification and authority)

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

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
 Modification Control Number: (b)(6)  
 To issue a change order in the not-to-exceed (NTE) amount of \$7,059,280, inclusive of cost and fee, for initiation of effort related to the following five (5) elements of Revision A to the JLENS Performance Specification, MIS-FFF-55628, dated June 27, 2008: (1) CID Discrimination, (2) Clerical Clarification Document Update, (3) Drop Shock (6" Flat Drop Analysis), (4) Interface Change Proposal (ICP), and (5) Mechanical Shock Indicators. The remaining two (2) elements, LRU Drop in Shipping Containers and Voice Recording Playback, will be addressed prior to finalization of this change order. The period of performance for this effort is 01 October 2008 through 31 December 2010.

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

(b)(6)

15C. DATE SIGNED: **9-25-08**      16C. DATE SIGNED: **25 Sep 08**

001560

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

1. SECTION A - SOLICITATION/CONTRACT FORM

The total cost of this contract was increased by \$7,059,260.00\* from \$1,657,442,849.00 to \$1,664,502,109.00.

\*NOT-TO-EXCEED (NTE) AMOUNT, INCLUSIVE OF COST AND FEE, PENDING DEFINITIZATION OF THIS MODIFICATION. THIS NTE AMOUNT IS SUBJECT TO DOWNWARD NEGOTIATION ONLY.

2. SECTION B - SUPPLIES OR SERVICES AND PRICES

SUBCLIN 0017AA

The target cost has increased by [REDACTED] from [REDACTED]

The target profit/fee has increased by [REDACTED] from [REDACTED] to [REDACTED]

The total cost of this line item has increased by \$7,059,260.00\* from \$1,435,356,253.00 to \$1,442,415,513.00.

(b)(4)

This includes a target cost of [REDACTED] of cost and [REDACTED] (facilities capital cost of money) and a target fee of [REDACTED] which is [REDACTED] of target cost less facilities capital cost of money.

(b)(4)

\*NOT-TO-EXCEED (NTE) AMOUNT, INCLUSIVE OF COST AND FEE, PENDING DEFINITIZATION OF THIS MODIFICATION. THIS NTE AMOUNT IS SUBJECT TO DOWNWARD NEGOTIATION ONLY.

The following Section B clauses are hereby revised:

B-17. INCENTIVE FEE FOR SUBCLIN 0017AA/CLIN 0018 (SEE H-19):

In accordance with FAR 52.216-7, entitled "Allowable Cost and Payments", and FAR 52.216-10, entitled "Incentive Fee", the total amount for reimbursement of cost and fee for performance under SubCLIN 0017AA/CLIN 0018 are set forth below:

Target Cost [REDACTED]  
Target Fee [REDACTED]

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

(Share Ratio: Government/Contractor)

Underrun: [REDACTED] for the amount by which the total allowable cost is less than the target cost until maximum fee is attained.

Overrun: [REDACTED] for the amount by which the total allowable cost exceeds the target cost until minimum fee is attained.

(b)(4)

(b)(4)

FAR 52.216-10, INCENTIVE, paragraph (e)(1), is stated as follows:

(e) Fee Payable.

001561

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

(b)(4)

**B-18. TARGET COST, TARGET FEE, MINIMUM INCENTIVE FEE, MAXIMUM INCENTIVE FEE, AND INCENTIVE ARRANGEMENT FOR SUBCLIN 0017AA/CLIN 0018:**

SUBCLIN 0017AA - (Two SDD JLENS Systems)

- a. Target cost: [redacted]
- b. Target fee: [redacted]
- c. Minimum incentive fee: [redacted]
- d. Maximum incentive fee: [redacted]
- e. Total target cost and target fee: [redacted]

(b)(4)

\*THIS AMOUNT INCLUDES A NOT-TO-EXCEED (NTE) AMOUNT OF \$7,059,260, INCLUSIVE OF COST AND FEE, PENDING DEFINITIZATION OF THIS MODIFICATION. THIS NTE IS SUBJECT TO DOWNWARD NEGOTIATION ONLY.

**3. SECTION G - CONTRACT ADMINISTRATION DATA**

**Accounting and Appropriation**

**Summary for the Payment Office**

As a result of this modification, the total funded amount for this document was increased by \$400,000.00 from \$850,669,255.52 to \$851,069,255.52.  
890,787,365.52 to 891,187,365.52  
SUBCLIN 0017AA:

LH: 21 8 2040 5L 5L68 P172419E555L 255Y 4M8J733800 S01021 4M8J733800/84MJLE/4M5 was increased by \$400,000.00 from \$0.00 to \$400,000.00  
The contract ACRN LH has been added.

Target Cost, Target Fee, and Total for the above \$400,000 is distributed as follows and includes a target cost of [redacted] of cost and [redacted] of facilities capital cost of money) and a target incentive fee [redacted] which is [redacted] of target cost less facilities capital cost of money.

(b)(4)

Target Cost	[redacted]
Target Fee	[redacted]
Total	\$400,000

Paragraph G-6, IMPLEMENTATION OF AND EXPLANATION OF THE RELATIONSHIP OF THE LIMITATION OF FUNDS (LOF) CLAUSE TO FEE OBLIGATIONS, subparagraph c., is revised to read as follows:

SUBCLIN 0017AA :

<u>PRIOR</u>	<u>THIS MODIFICATION</u>	<u>CUMULATIVE TOTAL*</u>
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001562

(1) Amount Required for Full Funding, Including Fee:	\$ 1,435,356,253	\$ 7,059,260	\$ 1,442,415,513**
(2) Amount Allotted Under the LOF Clause for Payment of Costs:	[REDACTED]	[REDACTED]	[REDACTED] (b)(4)
(3) Amount Separately Obligated for Payment of Fee:	[REDACTED]	[REDACTED]	[REDACTED]
(4) Total Amount Allotted and Obligated:	\$ 678,588,034	\$ 400,000	\$ 678,988,034
(5) Net Amount Required for Full Funding	\$ 756,768,219	\$ 6,659,260	\$ 763,427,479

\* These figures take into consideration the negotiated total value of SubCLIN 0017AA (This does not include SubCLIN 17AH).

\*\* THIS AMOUNT INCLUDES A NOT-TO-EXCEED (NTE) AMOUNT OF \$7,059,260, INCLUSIVE OF COST AND FEE, PENDING DEFINITIZATION OF THIS MODIFICATION. THIS NTE IS SUBJECT TO DOWNWARD NEGOTIATION ONLY.

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

Paragraph H-10, INCREMENTAL FUNDING OF THE CONTRACT, subparagraph c., is revised as follows:

c. Pursuant to the LIMITATION OF FUNDS clause, the sum of \$678,988,034 is presently allotted to CLIN 0017AA and available for payment to cover the work to be performed hereunder .

Paragraph H-19, INCENTIVE FEE STRUCTURE AND PAYMENT FOR CLIN 0017, SYSTEM DEVELOPMENT AND DEMONSTRATION (SDD), subparagraphs a. and b., are revised as follows:

a. General.

SubCLIN 0017AA, System Development and Demonstration (SDD), is a cost-plus-incentive-fee (CPIF) Line Item with cost and schedule incentives as described below. Paragraph H-19(b) applies only to the Cost Incentive and Paragraph H-19(c) applies only to the Schedule Incentive. The contract price amount of \$1,442,415,513\* includes a target cost of [REDACTED] (which includes [REDACTED] of cost and [REDACTED] of facilities capital cost of money) and a target incentive fee [REDACTED] which [REDACTED] target cost less facilities capital cost of money. (b)(4)

\* THIS AMOUNT INCLUDES A NOT-TO-EXCEED (NTE) AMOUNT OF \$7,059,260, INCLUSIVE OF COST AND FEE, PENDING DEFINITIZATION OF THIS MODIFICATION. THIS NTE IS SUBJECT TO DOWNWARD NEGOTIATION ONLY.

b. Cost Incentive.

(1) The target fee payable under SubCLIN 0017AA is [REDACTED] of the target cost less facilities capital cost of money [REDACTED] an amount equal to [REDACTED]

(2) The maximum fee payable under SubCLIN 0017AA is [REDACTED] of the target cost less facilities capital cost of money [REDACTED] an amount equal to [REDACTED] (b)(4)

(3) The minimum fee payable under SubCLIN 0017AA is [REDACTED] of the target cost less facilities capital cost of money [REDACTED] an amount equal to [REDACTED]

(4) Fee will be adjusted for actual cost that is less than or more than the target cost stated above using a share ratio of [REDACTED] Government / Contractor for actual costs less than the target cost, and a ratio of [REDACTED] Government / Contractor for actual costs greater than the target cost range applied according to Paragraph H-19(c)(1).

001563

(5) Nothing stated in this clause shall take precedence over the clause 52.216-10 - Incentive Fee contained in this contract.

#### 5. SECTION J - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

The following have been modified:

<u>TITLE</u>	<u>DATE</u>	<u># OF PAGES</u>	
Contract Security Classification Specification (DD Form 254) REVISION 10 (P00149) DD 254 Mailed via US Postal Service. NOTE: Last Revision see P00106 Rev. 8 (Rev. 9 deleted)	26 Dec 2007	11	
JLENS Software Source Code Specifically Negotiated License, 04 Sep 08 License Number JLENS-SWLA-01 (Added per Modification P00166)		8	
<u>CLIN 0017:</u> JLENS System Development and Demonstration (SDD) Program Statement of Work (Revised by Incorporating CSDR Plans dated 20 Febr 2007 in Appendix C per Modification P00136)	30 Nov 06 - Revised 20 Feb 07	37	
DTRA [REDACTED]	March 08	1	(b)(3)(A) (i)&Title 10 Sec 130 (a)(b)
Contract Data Requirements List (DD Form 1423) Exhibit A with Distribution List & Data Item Nos. B001 through B062 (Replace Data Item Nos. B026 and B027, only Per Modification P00136) (Replace Data Item Nos. B048 and B049, only Per Modification P00143 & to add statement in Section A of Modification P00143) (Replace Data Item No. B033 only, per Modification P00161)	01 Dec 06  Revised 05 Apr 07 Revised 24 Oct 07 Revised 11 Jul 08	63  1	
*Added statement below to address weekends/Holidays: (In Mod P00143)	24 October 07		
*Per a mutual agreement between Raytheon and JLENS Product Office all Contract Data Requirements List (CDRL's) (DD Form 1423) are due on the next business day after the required due date if the due date falls on Saturday, Sunday or a Government Holiday. In addition, for any CDRL with a requirement to resubmit within 10 days or less after receipt of comments, where Raytheon receives the comments on a Friday, the timeframe for resubmittal will begin on the next business day. Statement added in Mod P00143 on 24 Oct. 2007.			
GFE/GFP/GFS List for SDD Replaced with Rev. B List **Add items below For record-keeping purposes (Per Mod P00143)	28 Nov 06 15 Oct 07 Revised 22 Oct 07	2 6	

001564



\*\*Per the DCMA and [REDACTED] Raytheon is authorized rent free use on a non-interference use of the equipment listed below for utilization on JLENS Fire Control Radar Prime Contract DASG60-98-C-0001 for the period from 19 April 2007 through 30 September 2011. (b)(4)

[REDACTED]

(b)(3)(A)

[REDACTED]

(b)(3)  
(A)

[REDACTED]

(b)(3)  
(A)

Hereby added in Mod P00148 for tracking purposes:

Originated in Basic Contract:

Government Furnished Equipment - Spiral 1	20 Jun 03	1 List
(Spiral 1 Equipment Transferred to Government	25 Mar 07*	34 pages
Contract DASG60-98-C-0001 DD Form 1149 (attached)	(Revised 21 Nov 07)*	34 pages

(b)(6)

(b)(4)

Ship to address:

[REDACTED]

(b)(4)

\*NOTE: Items 1-1060 transferred to Contract DASG60-00-C-0091 per revised GFE list dated 21 Nov 07. Items 1061 - 1116 GFE items retained on Contract DASG60-98-C-0001 for Spiral 2 per GFE list dated 25 Mar 07.

<b>JLENS Performance Specification, MIS-PRF-55628, Revision A</b>	<b>27 Jun 08</b>	<b>136</b>
<b>(Added by reference per Modification P00168)</b>		

<b>Annex A to the JLENS Performance Specification, MIS-PRF-55628, Revision A</b>	<b>27 Jun 08</b>	<b>10</b>
<b>(Added by reference per Modification P00168)</b>		

CLIN 0021

JLENS Simulation Support SOW dated 28 January 2008	28 January 2008	2 pages
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[REDACTED]

(b)(3)(A)

Simulation Support Tasks (Added per Mod P00153)

CLIN 0025

JLENS Integrated Fire Control Demonstration Program Statement of Work, Revision 3	14 Jan 08	3
(Added per Modification P00165)		

JLENS Integrated Fire Control Demonstration Program	25 Jul 08	17
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Program and Technical Clarification Description,  
incorporated herein by reference  
(Added per Modification P00165)

Contract Data Requirements List (DD Form 1423)  
Exhibit B, Data Items Nos. B001 through B004, with  
Data Item Descriptions  
(Added per Modification P00165)

16 Oct 07

19

6. The following is an update to Modification P00167 showing a summary of funding by ACRN through Modification P00168:

<u>ACRN</u>	<u>FUNDING</u>
AA	440,100.00
AB	2,298,235.00
AC	17,832,987.00
AD	0.00
AE	7,500,000.00
AF	3,300,000.00
AG	17,192,400.00
AH	700,000.00
AJ	200,000.00
AK	85,000.00
AL	45,000.00
AM	17,045,000.00
AN	5,800.00
AP	20,779,000.00
AQ	105,000.00
AR	35,000.00
AS	0.00
AT	6,984,678.52
AU	7,970,000.00
AV	0.00
AW	100,000.00
AX	3,396,000.00
AY	550,000.00
AZ	19,412,000.00
BA	24,527,878.00
BB	146,000.00
BC	72,000.00
BD	85,000.00
BE	100,000.00
BF	100,000.00
BG	1,975,321.00
BH	38,018,908.00
BJ	8,023,110.00
BK	260,000.00
BL	0.00
BM	125,000.00
BN	103,000.00

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BP	10,352,348.00
BU	350,000.00
BV	9,000.00
BW	84,896,852.00
BX	1,146,000.00
BY	3,880,000.00
BZ	190,000.00
KL	118,250.00
KM	192,793,000.00
KN	0.00
KQ	92,811.00
KR	0.00
KS	0.00
KT	385,632,998.00
KU	2,203,183.00
KV	65,000.00
KW	20,000.00
KX	60,000.00
KY	25,000.00
KZ	25,000.00
LA	13,508.00
LB	12,500.00
LC	200,000.00
LD	7,943,648.00
LE	1,173,850.00
LF	10,000.00
LG	62,000.00
LH	400,000.00

7. The following is an update to Modification P00167 showing a summary of funding by CLIN by ACRN through Modification P00168:

<u>CLIN</u>	<u>ACRN</u>	<u>FUNDING AMT</u>	<u>CLIN TOTAL</u>
CLIN 0001	AA	440,100.00	
CLIN 0001	AD	0.00	
			<u>440,100.00</u>
CLIN 0003	AB	2,298,235.00	
CLIN 0003	AC	17,832,987.00	
CLIN 0003	AD	0.00	
CLIN 0003	AE	7,500,000.00	
CLIN 0003	AF	3,300,000.00	
CLIN 0003	AG	17,192,400.00	
CLIN 0003	AH	700,000.00	
CLIN 0003	AM	17,045,000.00	
CLIN 0003	AN	5,800.00	
CLIN 0003	AP	20,779,000.00	
CLIN 0003	AS	0.00	
CLIN 0003	AT	6,984,678.52	

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CLIN 0003	AW	100,000.00	
CLIN 0003	AY	550,000.00	
			<u>94,288,100.52</u>
CLIN 0005	BA	24,527,878.00	
CLIN 0005	BB	146,000.00	
CLIN 0005	BC	72,000.00	
CLIN 0005	BD	85,000.00	
CLIN 0005	BE	100,000.00	
CLIN 0005	BF	100,000.00	
CLIN 0005	BG	1,975,321.00	
CLIN 0005	BH	38,018,908.00	
CLIN 0005	BL	0.00	
CLIN 0005	BZ	0.00	
			<u>65,025,107.00</u>
CLIN 0007AA	BP	10,352,348.00	
			<u>10,352,348.00</u>
CLIN 0009AA	AQ	45,106.00	
CLIN 0009AA	AV	0.00	
CLIN 0009AA	BK	256,545.00	
CLIN 0009AA	BM	125,000.00	
CLIN 0009AA	BN	21,315.00	
			<u>447,966.00</u>
CLIN 0009AB	AJ	200,000.00	
CLIN 0009AB	AK	85,000.00	
CLIN 0009AB	AL	45,000.00	
CLIN 0009AB	AQ	59,894.00	
CLIN 0009AB	AR	35,000.00	
CLIN 0009AB	BK	3,455.00	
CLIN 0009AB	BN	81,685.00	
CLIN 0009AB	BU	350,000.00	
CLIN 0009AB	BV	9,000.00	
			<u>869,034.00</u>
CLIN 0013	AU	7,970,000.00	
CLIN 0013	AX	3,396,000.00	
CLIN 0013	AY	0.00	
CLIN 0013	AZ	19,412,000.00	
CLIN 0013	BJ	8,023,110.00	
			<u>38,801,110.00</u>
CLIN 0017	BW	0.00	
CLIN 0017	KM	0.00	

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			<u>0.00</u>
CLIN 0017AA	BY	3,880,000.00	
CLIN 0017AA	BX	1,146,000.00	
CLIN 0017AA	BW	84,896,852.00	
CLIN 0017AA	BZ	0.00	
CLIN 0017AA	KM	192,793,000.00	
CLIN 0017AA	KN	0.00	
CLIN 0017AA	KQ	66,151.00	
CLIN 0017AA	KS	0.00	
CLIN 0017AA	KT	385,459,200.00	
CLIN 0017AA	KU	2,203,183.00	
CLIN 0017AA	KY	0.00	
CLIN 0017AA	LC	200,000.00	
CLIN 0017AA	LD	7,943,648.00	
CLIN 0017AA	LE	0.00	
CLIN 0017AA	LH	400,000.00	
			<u>678,988,034.00</u>
CLIN 0017AB	KL	118,250.00	
			<u>118,250.00</u>
CLIN 0017AC	BZ	190,000.00	
			<u>190,000.00</u>
CLIN 0017AD	KN	0.00	
CLIN 0017AD	KS	0.00	
			<u>0.00</u>
CLIN 0017AH	KT	173,798.00	
			<u>173,798.00</u>
CLIN 0020AA	KN	0.00	
CLIN 0020AA	KQ	26,660.00	
			<u>26,660.00</u>
CLIN 0021AA	KW	0.00	
			<u>0.00</u>
CLIN 0021AB	KV	0.00	
CLIN 0021AB	LB	0.00	
CLIN 0021AB	KX	0.00	
CLIN 0021AB	KY	0.00	
			<u>0.00</u>
CLIN 0021AC	KZ	0.00	

001569

CLIN 0021AC	LA	0.00	<u>0.00</u>
CLIN 0022	KW	0.00	<u>0.00</u>
CLIN 0023	KX	60,000.00	
CLIN 0023	KY	25,000.00	
CLIN 0023	KV	65,000.00	
CLIN 0023	LB	12,500.00	
CLIN 0023	LF	10,000.00	<u>172,500.00</u>
CLIN 0024	LA	13,508.00	
CLIN 0024	LG	62,000.00	
CLIN 0024	KZ	25,000.00	
CLIN 0024	KW	20,000.00	<u>120,508.00</u>
CLIN 0025	LE	1,173,850.00	<u>1,173,850.00</u>

(End of Summary of Changes)

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AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

V 1 11

AMENDMENT/MODIFICATION NO. <b>P00169</b>	3. EFFECTIVE DATE <b>2 OCT 08</b>	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY US ARMY SPACE & MISSILE DEFENSE COMMAND SMDC-ROC PO BOX 1000 MUNTSVILLE AL <b>(b)(6)</b>	CODE <b>W9113M</b>	7. ADMINISTERED BY (If other than item 6) DCMA RAYTHEON 50 APPLE HILL DR M/S 12FR2 TEMPLE HILL MA 01878	CODE <b>S2205A</b>

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) RAYTHEON COMPANY 380 LOWELL ST. ANDOVER MA 01810-4100	9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED (SEE ITEM 11)
	X 10A. MOD. OF CONTRACT/ORDER NO. DASG60-98-C-0001
	X 10B. DATED (SEE ITEM 13) 30-Jan-1998

CODE 05716 FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)  
See Schedule

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

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

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

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
 Modification Control Number: [REDACTED]

1) To increase SubCLIN 0017AA in the amount of \$7,476 for new certification requirements relative to Contract Data Requirements List (CDRL) B026, Cost Data Summary Report DD Form 1921, and CDRL B027, Functional Cost-Hour and Progress Curve Report DD Form 1921-1, and submission of data to the Defense Cost and Resource Center (DCARC). 2) To provide incremental funding in the amount of \$7,476 for SubCLIN 0017AA. 3) To incorporate DFARS clause 252.225-7014 (Deviation No. 2008-00002) and Alternate 1 (Deviation No. 2008-00002). 4) To revise CDRL B003, Contract Funds Status Report, and B004, Contract Performance Report, to incorporate the addition of DCARC to the distribution list.

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

15A. [REDACTED]	15C. DATE SIGNED <b>10-2-08</b>	16A. NAME AND TITLE OF CONTRACTING OFFICER [REDACTED]	16C. DATE SIGNED <b>2 Oct 08</b>
(Signature of person authorized to sign)		(Signature of Contracting Officer)	

(b)(6)

(b)(6)

(b)(6)

EXCEPTION TO SF 30  
APPROVED BY OIRM 11-84

30-105-04

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

001571

SUMMARY OF CHANGES

1. SECTION A - SOLICITATION/CONTRACT FORM

1,664,509,666.00\*

The total cost of this contract was increased by \$7,476.00 from \$1,664,502,109.00 to \$1,664,509,666.00\*.

\* THIS AMOUNT INCLUDES A NOT-TO-EXCEED (NTE) AMOUNT OF \$7,059,260, INCLUSIVE OF COST AND FEE, PENDING DEFINITIZATION OF MODIFICATION P00168. THIS NTE IS SUBJECT TO DOWNWARD NEGOTIATION ONLY.

2. SECTION B - SUPPLIES OR SERVICES AND PRICES

SUBCLIN 0017AA

The target cost has increased by [redacted] from [redacted] to [redacted]

(b)(4)

The target profit/fee has increased by [redacted] from [redacted] to [redacted]

The total cost of this line item has increased by \$7,476.00 from \$1,442,415,513.00 to \$1,442,422,989.00\*.

This includes a target cost of [redacted] of cost and [redacted] of facilities capital cost of money) and a target fee of [redacted] which is [redacted] % of target cost less facilities capital cost of money.

(b)(4)

\* THIS AMOUNT INCLUDES A NOT-TO-EXCEED (NTE) AMOUNT OF \$7,059,260, INCLUSIVE OF COST AND FEE, PENDING DEFINITIZATION OF MODIFICATION P00168. THIS NTE IS SUBJECT TO DOWNWARD NEGOTIATION ONLY.

The following Section B clauses are hereby revised:

B-17. INCENTIVE FEE FOR SUBCLIN 0017AA/CLIN 0018 (SEE H-19):

In accordance with FAR 52.216-7, entitled "Allowable Cost and Payments", and FAR 52.216-10, entitled "Incentive Fee", the total amount for reimbursement of cost and fee for performance under SubCLIN 0017AA/CLIN 0018 are set forth below:

Target Cost [redacted]  
Target Fee [redacted]

(b)(4)

Incentive Arrangement: Maximum Fee: [redacted]  
Minimum Fee: [redacted]

(Share Ratio: Government/Contractor)

Underrun: [redacted] for the amount by which the total allowable cost is less than the target cost until maximum fee is attained.

(b)(4)

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

FAR 52.216-10, INCENTIVE, paragraph (e)(1), is stated as follows:

(e) Fee Payable.

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

(b)(4)

**B-18. TARGET COST, TARGET FEE, MINIMUM INCENTIVE FEE, MAXIMUM INCENTIVE FEE, AND INCENTIVE ARRANGEMENT FOR SUBCLIN 0017AA/CLIN 0018:**

SUBCLIN 0017AA – (Two SDD JLENS Systems)

- a. Target cost: [redacted]
- b. Target fee: [redacted]
- c. Minimum incentive fee: [redacted]
- d. Maximum incentive fee: [redacted]
- e. Total target cost and target fee: [redacted]

(b)(4)

\* THIS AMOUNT INCLUDES A NOT-TO-EXCEED (NTE) AMOUNT OF \$7,059,260, INCLUSIVE OF COST AND FEE, PENDING DEFINITIZATION OF MODIFICATION P00168. THIS NTE IS SUBJECT TO DOWNWARD NEGOTIATION ONLY.

**3. SECTION G - CONTRACT ADMINISTRATION DATA**

**Accounting and Appropriation**

**Summary for the Payment Office**

As a result of this modification, the total funded amount for this document was increased by \$7,476.00 from \$891,187,365.52 to \$891,194,841.52.

LJ: 21 8 2040 5L 5L68 P172419E555L 255Y 4M8J734000 S01021 4M8J734000/84MJLE/4M5 was increased by \$7,476.00 from \$0.00 to \$7,476.00

The contract ACRN LJ has been added.

Target Cost, Target Fee, and Total for the above \$7,476 is distributed as follows and includes a target cost of [redacted] of cost and [redacted] of facilities capital cost of money) and a target incentive fee of [redacted] which [redacted] target cost less facilities capital cost of money.

(b)(4)

Target Cost	[redacted]
Target Fee	[redacted]
Total	\$7,476

Paragraph G-6, IMPLEMENTATION OF AND EXPLANATION OF THE RELATIONSHIP OF THE LIMITATION OF FUNDS (LOF) CLAUSE TO FEE OBLIGATIONS, subparagraph c., is revised to read as follows:

**SUBCLIN 0017AA :**

	<u>PRIOR</u>	<u>THIS MODIFICATION</u>	<u>CUMULATIVE TOTAL*</u>
(1) Amount Required for Full Funding, Including Fee:	\$ 1,442,415,513	\$ 7,476	\$ 1,442,422,989**
(2) Amount Allotted Under the LOF Clause			

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for Payment of Costs:	[REDACTED]	[REDACTED]	[REDACTED]
(3) Amount Separately Obligated for Payment of Fee:	[REDACTED]	[REDACTED]	[REDACTED] (b)(4)
(4) Total Amount Allotted and Obligated:	\$ 678,988,034	\$ 7,476	\$ 678,995,510
(5) Net Amount Required for Full Funding	\$ 763,427,479	\$ 0	\$ 763,427,479

\* These figures take into consideration the negotiated total value of SubCLIN 0017AA (This does not include SubCLIN 17AH).

\*\* THIS AMOUNT INCLUDES A NOT-TO-EXCEED (NTE) AMOUNT OF \$7,059,260, INCLUSIVE OF COST AND FEE, PENDING DEFINITIZATION OF MODIFICATION P00168. THIS NTE IS SUBJECT TO DOWNWARD NEGOTIATION ONLY.

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

Paragraph H-10, INCREMENTAL FUNDING OF THE CONTRACT, subparagraph c., is revised as follows:

c. Pursuant to the LIMITATION OF FUNDS clause, the sum of \$678,995,510 is presently allotted to CLIN 0017AA and available for payment to cover the work to be performed hereunder .

Paragraph H-19, INCENTIVE FEE STRUCTURE AND PAYMENT FOR CLIN 0017, SYSTEM DEVELOPMENT AND DEMONSTRATION (SDD), subparagraphs a. and b., are revised as follows:

a. General.

SubCLIN 0017AA, System Development and Demonstration (SDD), is a cost-plus-incentive-fee (CPIF) Line Item with cost and schedule incentives as described below. Paragraph H-19(b) applies only to the Cost Incentive and Paragraph H-19(c) applies only to the Schedule Incentive. The contract price amount of \$1,442,422,989\* includes a target cost of [REDACTED] (which includes [REDACTED] of cost and [REDACTED] of facilities capital cost of money) and a target incentive fee of [REDACTED] which [REDACTED] of target cost less facilities capital cost of money. (b)(4)

\* THIS AMOUNT INCLUDES A NOT-TO-EXCEED (NTE) AMOUNT OF \$7,059,260, INCLUSIVE OF COST AND FEE, PENDING DEFINITIZATION OF MODIFICATION P00168. THIS NTE IS SUBJECT TO DOWNWARD NEGOTIATION ONLY.

b. Cost Incentive.

(1) The target fee payable under SubCLIN 0017AA is [REDACTED] the target cost less facilities capital cost of money [REDACTED] an amount equal to [REDACTED]

(2) The maximum fee payable under SubCLIN 0017AA is [REDACTED] of the target cost less facilities capital cost of money [REDACTED] in amount equal to [REDACTED] (b)(4)

(3) The minimum fee payable under SubCLIN 0017AA is [REDACTED] of the target cost less facilities capital cost of money [REDACTED] in amount equal to [REDACTED]

(4) Fee will be adjusted for actual cost that is less than or more than the target cost stated above using a share ratio of [REDACTED] Government [REDACTED] Contractor for actual costs less than the target cost, and a ratio of [REDACTED] Government / [REDACTED] Contractor for actual costs greater than the target cost range applied according to Paragraph H-19(c)(1). (b)(4)

(5) Nothing stated in this clause shall take precedence over the clause 52.216-10 - Incentive Fee contained in this contract.

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5. SECTION I - CONTRACT CLAUSES

The following have been added by reference:

252.225-7014 (Dev) Preference for Domestic Specialty Metals (Deviation 2008-O0002)	JAN 2008
252.225-7014 (Dev) Preference for Domestic Specialty Metals Alternate I Alt I (Deviation 2008-O0002)	JAN 2008

6. SECTION J - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

The following have been modified:

<u>TITLE</u>	<u>DATE</u>	<u># OF PAGES</u>	
Contract Security Classification Specification (DD Form 254) REVISION 10 (P00149) DD 254 Mailed via US Postal Service. NOTE: Last Revision see P00106 Rev. 8 (Rev. 9 deleted)	26 Dec 2007	11	
JLENS Software Source Code Specifically Negotiated License, License Number JLENS-SWLA-01 (Added per Modification P00166)	04 Sep 08	8	
CLIN 0017: JLENS System Development and Demonstration (SDD) Program Statement of Work (Revised by Incorporating CSDR Plans dated 20 Febr 2007 in Appendix C per Modification P00136)	30 Nov 06 - Revised 20 Feb 07	37	
DTRA Study on [REDACTED] [REDACTED]	March 08	1	(b)(3)(A) (i)&Title 10 Sec 130 (a)(b)
Contract Data Requirements List (DD Form 1423) Exhibit A with Distribution List & Data Item Nos. B001 through B062 (Replace Data Item Nos. B026 and B027, only Per Modification P00136)	01 Dec 06	63	
(Replace Data Item Nos. B048 and B049, only Per Modification P00143 & to add statement in Section A of Modification P00143)	Revised 05 Apr 07		
(Replace Data Item No. B033 only, per Modification P00161)	Revised 24 Oct 07		
(Replace Data Item Nos. B003 and B004 only, per Modification P00169)	Revised 11 Jul 08	1	
	Revised 17 Sep 08	3	
*Added statement below to address weekends/Holidays: (In Mod P00143)	24 October 07		

\*Per a mutual agreement between Raytheon and JLENS Product Office all Contract Data Requirements List (CDRL's) (DD Form 1423) are due on the next business day after the required due date if the due date falls on Saturday, Sunday or a Government Holiday. In addition, for any CDRL with a requirement to resubmit within 10 days or less after receipt of comments, where Raytheon receives the comments on a Friday, the timeframe for resubmittal will begin on the next business day. Statement added in Mod P00143 on 24 Oct. 2007.

001575

GFE/GFP/GFS List for SDD  
Replaced with Rev. B List  
\*\*Add items below  
For record-keeping purposes  
(Per Mod P00143)

28 Nov 06 2  
15 Oct 07 6  
Revised 22 Oct 07

\*\*Per the DCMA and [REDACTED] Raytheon is authorized rent free use on a non-interference use of the equipment listed below for utilization on JLENS Fire Control Radar Prime Contract DASG60-98-C-0001 for the period from 19 April 2007 through 30 September 2011. (b)(4)

[REDACTED]

(b)(3)(A)

[REDACTED]

(b)(3)(A)

[REDACTED]

(b)(3)(A)

Hereby added in Mod P00148 for tracking purposes:

Originated in Basic Contract:

Government Furnished Equipment - Spiral 1

20 Jun 03 1 List

(Spiral 1 Equipment Transferred to Government

25 Mar 07\* 34 pages

Contract DASG60-00-C-0091 DD Form 1149 (attached)

(Revised 21 Nov 07)\* 34 pages

Ship to address:

[REDACTED]

(b)(6)

(b)(4)

\*NOTE: Items 1-1060 transferred to Contract DASG60-00-C-0091 per revised GFE list dated 21 Nov 07. Items 1061 - 1116 GFE items retained on Contract DASG60-98-C-0001 for Spiral 2 per GFE list dated 25 Mar 07.

JLENS Performance Specification, MIS-PRF-55628,  
Revision A

27 Jun 08

136

(Added by reference per Modification P00168)

Annex A to the JLENS Performance Specification,  
MIS-PRF-55628, Revision A

27 Jun 08

10

(Added by reference per Modification P00168)

CLIN 0021:

JLENS Simulation Support  
SOW dated 28 January 2008

28 January 2008

2 pages

[REDACTED]  
Simulation Support Tasks  
(Added per Mod P00153)

(b)(3)(A)

CLIN 0025:

JLENS Integrated Fire Control Demonstration Program

14 Jan 08

3

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Statement of Work, Revision 3  
(Added per Modification P00165)

JLENS [REDACTED] Demonstration Program  
Program and Technical Clarification Description,  
incorporated herein by reference  
(Added per Modification P00165)

25 Jul 08

17

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

Contract Data Requirements List (DD Form 1423)  
Exhibit B, Data Items Nos. B001 through B004, with  
Data Item Descriptions  
(Added per Modification P00165)

16 Oct 07

19

7. The following is an update to Modification P00167 showing a summary of funding by ACRN through Modification P00169:

<u>ACRN</u>	<u>FUNDING</u>
AA	440,100.00
AB	2,298,235.00
AC	17,832,987.00
AD	0.00
AE	7,500,000.00
AF	3,300,000.00
AG	17,192,400.00
AH	700,000.00
AJ	200,000.00
AK	85,000.00
AL	45,000.00
AM	17,045,000.00
AN	5,800.00
AP	20,779,000.00
AQ	105,000.00
AR	35,000.00
AS	0.00
AT	6,984,678.52
AU	7,970,000.00
AV	0.00
AW	100,000.00
AX	3,396,000.00
AY	550,000.00
AZ	19,412,000.00
BA	24,527,878.00
BB	146,000.00
BC	72,000.00
BD	85,000.00
BE	100,000.00
BF	100,000.00
BG	1,975,321.00
BH	38,018,908.00
BJ	8,023,110.00

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BK	260,000.00
BL	0.00
BM	125,000.00
BN	103,000.00
BP	10,352,348.00
BU	350,000.00
BV	9,000.00
BW	84,896,852.00
BX	1,146,000.00
BY	3,880,000.00
BZ	190,000.00
KL	118,250.00
KM	192,793,000.00
KN	0.00
KQ	92,811.00
KR	0.00
KS	0.00
KT	385,632,998.00
KU	2,203,183.00
KV	65,000.00
KW	20,000.00
KX	60,000.00
KY	25,000.00
KZ	25,000.00
LA	13,508.00
LB	12,500.00
LC	200,000.00
LD	7,943,648.00
LE	1,173,850.00
LF	10,000.00
LG	62,000.00
LH	400,000.00
LJ	7,476.00

7. The following is an update to Modification P00167 showing a summary of funding by CLIN by ACRN through Modification P00169:

<u>CLIN</u>	<u>ACRN</u>	<u>FUNDING AMT</u>	<u>CLIN TOTAL</u>
CLIN 0001	AA	440,100.00	
CLIN 0001	AD	0.00	
			<u>440,100.00</u>
CLIN 0003	AB	2,298,235.00	
CLIN 0003	AC	17,832,987.00	
CLIN 0003	AD	0.00	
CLIN 0003	AE	7,500,000.00	
CLIN 0003	AF	3,300,000.00	
CLIN 0003	AG	17,192,400.00	
CLIN 0003	AH	700,000.00	

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CLIN 0003	AM	17,045,000.00	
CLIN 0003	AN	5,800.00	
CLIN 0003	AP	20,779,000.00	
CLIN 0003	AS	0.00	
CLIN 0003	AT	6,984,678.52	
CLIN 0003	AW	100,000.00	
CLIN 0003	AY	550,000.00	
			<u>94,288,100.52</u>

CLIN 0005	BA	24,527,878.00	
CLIN 0005	BB	146,000.00	
CLIN 0005	BC	72,000.00	
CLIN 0005	BD	85,000.00	
CLIN 0005	BE	100,000.00	
CLIN 0005	BF	100,000.00	
CLIN 0005	BG	1,975,321.00	
CLIN 0005	BH	38,018,908.00	
CLIN 0005	BL	0.00	
CLIN 0005	BZ	0.00	
			<u>65,025,107.00</u>

CLIN 0007AA	BP	10,352,348.00	
			<u>10,352,348.00</u>

CLIN 0009AA	AQ	45,106.00	
CLIN 0009AA	AV	0.00	
CLIN 0009AA	BK	256,545.00	
CLIN 0009AA	BM	125,000.00	
CLIN 0009AA	BN	21,315.00	
			<u>447,966.00</u>

CLIN 0009AB	AJ	200,000.00	
CLIN 0009AB	AK	85,000.00	
CLIN 0009AB	AL	45,000.00	
CLIN 0009AB	AQ	59,894.00	
CLIN 0009AB	AR	35,000.00	
CLIN 0009AB	BK	3,455.00	
CLIN 0009AB	BN	81,685.00	
CLIN 0009AB	BU	350,000.00	
CLIN 0009AB	BV	9,000.00	
			<u>869,034.00</u>

CLIN 0013	AU	7,970,000.00	
CLIN 0013	AX	3,396,000.00	
CLIN 0013	AY	0.00	
CLIN 0013	AZ	19,412,000.00	
CLIN 0013	BJ	8,023,110.00	

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			<u>38,801,110.00</u>
CLIN 0017	BW	0.00	
CLIN 0017	KM	0.00	
			<u>0.00</u>
CLIN 0017AA	BY	3,880,000.00	
CLIN 0017AA	BX	1,146,000.00	
CLIN 0017AA	BW	84,896,852.00	
CLIN 0017AA	BZ	0.00	
CLIN 0017AA	KM	192,793,000.00	
CLIN 0017AA	KN	0.00	
CLIN 0017AA	KQ	66,151.00	
CLIN 0017AA	KS	0.00	
CLIN 0017AA	KT	385,459,200.00	
CLIN 0017AA	KU	2,203,183.00	
CLIN 0017AA	KY	0.00	
CLIN 0017AA	LC	200,000.00	
CLIN 0017AA	LD	7,943,648.00	
CLIN 0017AA	LE	0.00	
CLIN 0017AA	LH	400,000.00	
CLIN 0017AA	LJ	7,476.00	
			<u>678,995,510.00</u>
CLIN 0017AB	KL	118,250.00	
			<u>118,250.00</u>
CLIN 0017AC	BZ	190,000.00	
			<u>190,000.00</u>
CLIN 0017AD	KN	0.00	
CLIN 0017AD	KS	0.00	
			<u>0.00</u>
CLIN 0017AH	KT	173,798.00	
			<u>173,798.00</u>
CLIN 0020AA	KN	0.00	
CLIN 0020AA	KQ	26,660.00	
			<u>26,660.00</u>
CLIN 0021AA	KW	0.00	
			<u>0.00</u>
CLIN 0021AB	KV	0.00	
CLIN 0021AB	LB	0.00	

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CLIN 0021AB	KX	0.00	
CLIN 0021AB	KY	0.00	
			<u>0.00</u>
CLIN 0021AC	KZ	0.00	
CLIN 0021AC	LA	0.00	
			<u>0.00</u>
CLIN 0022	KW	0.00	
			<u>0.00</u>
CLIN 0023	KX	60,000.00	
CLIN 0023	KY	25,000.00	
CLIN 0023	KV	65,000.00	
CLIN 0023	LB	12,500.00	
CLIN 0023	LF	10,000.00	
			<u>172,500.00</u>
CLIN 0024	LA	13,508.00	
CLIN 0024	LG	62,000.00	
CLIN 0024	KZ	25,000.00	
CLIN 0024	KW	20,000.00	
			<u>120,508.00</u>
CLIN 0025	LE	1,173,850.00	
			<u>1,173,850.00</u>

(End of Summary of Changes)

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The public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to the Department of Defense, Executive Service Directorate (0704-0188). Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number. Please do not return your form to the above organization. Send completed form to the Government Printing/Contracting Office for this document/PR No. listed in Block 8.

<b>A. CONTRACT LINE ITEM NO.</b> 18		<b>B. EXHIBIT</b> A	<b>C. CATEGORY:</b> TOP _____ TIR _____ OTHER <input checked="" type="checkbox"/> X	
<b>D. SYSTEM/ITEM</b> JLENS SDD		<b>E. CONTRACT/PR NO.</b> DASG60-98-C-0001		<b>F. CONTRACTOR</b> Raytheon
<b>1. DATA ITEM NO.</b> B003	<b>2. TITLE OF DATA ITEM</b> Contract Funds Status Report		<b>3. SUBTITLE</b>	
<b>4. AUTHORITY (Data Acquisition Document No.)</b> DI-MGMT-81468		<b>5. CONTRACT REFERENCE</b> SOW Para 2.6.1		<b>6. RECORDING OFFICE</b> SFAB-MSLS-CMDS-BMD-AM
<b>7. DD 288 NO.</b> LT	<b>8. DRY STATEMENT REQUIRED</b> F	<b>9. FREQUENCY</b> Monthly	<b>12. DATE OF FIRST SUBMISSION</b> See Blk 16	<b>14. DISTRIBUTION</b>  <b>a. ADDRESS</b> SFAB-MSLS-CMDS -PE-CM DCARC
<b>8. ACP CODE</b> A	<b>11. AS OF DATE</b> N/A	<b>13. DATE OF SUBSEQUENT SUBMISSION</b> See Blk 16	<b>b. COPIES</b> Draft _____ Final _____ Reg _____ Repts _____	
<b>16. REMARKS</b> Blk 9: Distribution F: Further dissemination only as directed by the Cruise Missile Defense Systems Project Office, SFAB-MSLS-CMDS-PE-CM, Redstone Arsenal, AL 35898-5000, 24 March 2008.  Blk 12,13: Submitt concurrent with CPR.  Columns 2-10 of Blocks 12, 13, and 14 shall be headed to show a 6-month "rolling window" followed by remaining projections by FY. "Rolling window" is defined as a projection for each of the next 6 months from the reported date. This shall be followed by a projection for remaining months by FY. Reporting shall be at Level 1.  Reports shall be submitted electronically. Electronic data transmission shall be in XML transfer file format which is compatible with winsight.  Blk 14: Electronic delivery of this data item IAW the SOW. Notify JLENS Product Office Data Management OPR at [REDACTED]. Deliverable is placed in portal or repository. Letter of transmittal must be signed electronically. Submit electronically to OSD at <a href="https://dr.darc.pac.osd.mil/DCARCPortal">https://dr.darc.pac.osd.mil/DCARCPortal</a> . The data item shall be delivered .xml format.				
<b>18. TOTAL</b> →				0 2 0
<b>G. PREPARED BY</b> [REDACTED]		<b>H. DATE</b> 09/17/08	<b>J. DATE</b> 09/17/08	

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

(b)(6)

(b)(6)

001582



A. CONTRACT LINE ITEM NO. 18	B. EXHIBIT A	C. CATEGORY: TEP _____ TM _____ OTHER <input checked="" type="checkbox"/> X
D. SYSTEM/ITEM JLENS SDD	E. CONTRACT/PR NO. DASG60-98-C-0001	F. CONTRACTOR Raytheon
<p>18. REMARKS (Continued)</p> <p>Blk 14: Electronic delivery of this data item IAW the SOW. Notify JLENS Product Office Data Management OPR at [REDACTED] when deliverable is placed in portal or repository. Letter of transmittal must be signed electronically. Submit electronically to OSD at <a href="https://dex.dcarc.pae.osd.mil/DCARCPortal">https://dex.dcarc.pae.osd.mil/DCARCPortal</a>. The data item shall be delivered in .xml format.</p>		

(b)(6)

001584

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE	PAGE OF PAGES
2. AMENDMENT/MODIFICATION NO. 000170		3. EFFECTIVE DATE 21 OCT 08	4. REQUISITION/PURCHASE REQ. NO.	V	1   8
6. ISSUED BY [REDACTED] AIR & MISSILE DEFENSE COMMAND HUNTSVILLE AL 35894 (b)(6)		CODE W9113M	7. ADMINISTERED BY (If other than item 6) DCMA RAYTHEON 50 APPLE HILL DRIVE W5 T2FR2 TEMPLETON MA 01865		CODE S2205A
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) RAYTHEON COMPANY 389 LOWELL ST. ANDOVER MA 01810-4400			9A. AMENDMENT OF SOLICITATION NO.		
			9B. DATED (SEE ITEM 11)		
			X 10A. MOD. OF CONTRACT/ORDER NO. DASG80-88-C-0001		
			X 10B. DATED (SEE ITEM 13) 30-Jan-1998		
CODE 05716		FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Item 5 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided such telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT ORDERS IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).					
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.232-22, "Limitation of Funds"					
D. OTHER (Specify type of modification and authority)					
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: [REDACTED] To incrementally fund SubCLIN 0017AA in the amount of \$82,000,000; SubCLIN 0017AE in the amount of \$173,798; and CLIN 0025 in the amount of \$1,007,000.					
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.					
15. [REDACTED] (Print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)			
15B. [REDACTED]		15C. DATE SIGNED 10-21-08		16B. [REDACTED]	
(Signature of person authorized to sign)		(Signature of Contracting Officer)		16C. DATE SIGNED 21 Oct 08	

EXCEPTION TO SF 30  
APPROVED BY OIRM 11-84

30-105-04

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

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SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

1. SECTION A - SOLICITATION/CONTRACT FORM

The total cost of this contract was increased by \$173,798.00 from \$1,664,509,585.00 to \$1,664,683,383.00\*.

\* THIS AMOUNT INCLUDES A NOT-TO-EXCEED (NTE) AMOUNT OF \$7,059,260, INCLUSIVE OF COST AND FEE, PENDING DEFINITIZATION OF MODIFICATION P00168. THIS NTE IS SUBJECT TO DOWNWARD NEGOTIATION ONLY.

2. SECTION B - SUPPLIES OR SERVICES AND PRICES

SUBCLIN 0017AE

The option status has changed from Option to Option Exercised.

SUBCLIN 002502 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
002502	Funding for CLIN 0025 CPIF FOB: Destination				(b)(4)
				TARGET COST	(b)(4)
				TARGET FEE	(b)(4)
				TOTAL TGT COST + FEE	\$1,007,000.00
	ACRN LM CIN: 00000000000000000000000000000000				\$1,007,000.00*

\*This includes a target cost of [redacted] and a (b)(4) (b)(4) target fee of [redacted] which [redacted] of target cost less facilities capital cost of money.

3. SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by \$63,180,798.00 from \$891,194,841.52 to \$954,375,639.52.

SUBCLIN 0017AA:

001586

LK: 21 9 2040 5L 5L68 P172419E555L 255Y 4M9J730000 S01021 4M9J730000/94MJLE/4M5 was increased by \$62,000,000.00 from \$0.00 to \$62,000,000.00  
 The contract ACRN LK has been added.

Target Cost, Target Fee, and Total for the above \$62,000,000 is distributed as follows and includes a target cost of [REDACTED] and a target incentive fee of [REDACTED] which [REDACTED] of target cost less facilities capital cost of money.

(b)(4)

Target Cost	[REDACTED]
Target Fee	[REDACTED]
Total	\$62,000,000

(b)(4)

IMPLEMENTATION OF AND EXPLANATION OF THE RELATIONSHIP OF THE LIMITATION OF FUNDS (LOF) CLAUSE TO FEE OBLIGATIONS, subparagraph c., is revised to read as follows:

SUBCLIN 0017AA :

	<u>PRIOR</u>	<u>THIS MODIFICATION</u>	<u>CUMULATIVE TOTAL*</u>
(1) Amount Required for Full Funding, Including Fee:	\$ 1,442,422,989	\$ 0	\$ 1,442,422,989**
(2) Amount Allotted Under the LOF Clause for Payment of Costs:	[REDACTED]	[REDACTED]	[REDACTED]
(3) Amount Separately Obligated for Payment of Fee:	[REDACTED]	[REDACTED]	[REDACTED]
(4) Total Amount Allotted and Obligated:	\$ 678,995,510	\$62,000,000	\$ 740,995,510
(5) Net Amount Required for Full Funding	\$ 763,427,479	(\$62,000,000)	\$ 701,427,479

(b)(4)

(b)(4)

\* These figures take into consideration the negotiated total value of SubCLIN 0017AA (This does not include SubCLIN 0017AH and SubCLIN 0017AE)

\*\* THIS AMOUNT INCLUDES A NOT-TO-EXCEED (NTE) AMOUNT OF \$7,059,260, INCLUSIVE OF COST AND FEE, PENDING DEFINITIZATION OF MODIFICATION P00168. THIS NTE IS SUBJECT TO DOWNWARD NEGOTIATION ONLY.

SUBCLIN 0017AE:

LL: 21 9 2040 5L 5L68 P172419E555L 255Y 4M9J730100 S01021 4M9J730100/94MJLE/4M5 (CIN 00000000000000000000000000000000) was increased by \$173,798.00 from \$0.00 to \$173,798.00  
 The contract ACRN LL has been added.  
 The CIN 00000000000000000000000000000000 has been added.

SUBCLIN 002502:

Funding on SUBCLIN 002502 is initiated as follows:

ACRN: LM

CIN: 00000000000000000000000000000000

Acctng Data: 21 9 2040 5L 5L68 P172419E555L 255Y 4M9J730200 S01021 4M9J730200/94MJLE/4M5

Increase: \$1,007,000.00

Total: \$1,007,000.00

Target Cost, Target Fee, and Total for the above \$1,007,000 is distributed as follows and includes a target cost of

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\$924,511 (\$916,510 of cost and \$8,001 of facilities capital cost of money) and a target incentive fee of \$82,489 which is 9.00% of target cost less facilities capital cost of money.

(b)(4)

Target Cost	[REDACTED]
Target Fee	[REDACTED]
Total	\$1,007,000

IMPLEMENTATION OF AND EXPLANATION OF THE RELATIONSHIP OF THE LIMITATION OF FUNDS (LOF) CLAUSE TO FEE OBLIGATIONS, is revised as follows:

SUBCLIN 0025 :

	<u>PRIOR</u>	<u>THIS MODIFICATION</u>	<u>CUMULATIVE TOTAL</u>
(1) Amount Required for Full Funding, Including Fee:	\$6,718,379	\$ 0	\$6,718,379
(2) Amount Allotted Under the LOF Clause for Payment of Costs:	[REDACTED]	[REDACTED]	[REDACTED]
(3) Amount Separately Obligated for Payment of Fee:	[REDACTED]	[REDACTED]	[REDACTED]
(4) Total Amount Allotted and Obligated:	\$1,173,850	\$1,007,000	\$2,180,850
(5) Net Amount Required for Full Funding	\$5,544,529	(\$1,007,000)	\$4,537,529

(b)(4)

4. The following is an update to Modification P00169 showing a summary of funding by ACRN through Modification P00170:

<u>ACRN</u>	<u>FUNDING</u>
AA	440,100.00
AB	2,298,235.00
AC	17,832,987.00
AD	0.00
AE	7,500,000.00
AF	3,300,000.00
AG	17,192,400.00
AH	700,000.00
AJ	200,000.00
AK	85,000.00
AL	45,000.00
AM	17,045,000.00
AN	5,800.00
AP	20,779,000.00
AQ	105,000.00
AR	35,000.00
AS	0.00
AT	6,984,678.52
AU	7,970,000.00
AV	0.00
AW	100,000.00
AX	3,396,000.00
AY	550,000.00
AZ	19,412,000.00

001588



BA	24,527,878.00
BB	146,000.00
BC	72,000.00
BD	85,000.00
BE	100,000.00
BF	100,000.00
BG	1,975,321.00
BH	38,018,908.00
BJ	8,023,110.00
BK	260,000.00
BL	0.00
BM	125,000.00
BN	103,000.00
BP	10,352,348.00
BU	350,000.00
BV	9,000.00
BW	84,896,852.00
BX	1,146,000.00
BY	3,880,000.00
BZ	190,000.00
KL	118,250.00
KM	192,793,000.00
KN	0.00
KQ	92,811.00
KR	0.00
KS	0.00
KT	385,632,998.00
KU	2,203,183.00
KV	65,000.00
KW	20,000.00
KX	60,000.00
KY	25,000.00
KZ	25,000.00
LA	13,508.00
LB	12,500.00
LC	200,000.00
LD	7,943,648.00
LE	1,173,850.00
LF	10,000.00
LG	62,000.00
LH	400,000.00
LJ	7,476.00
LK	\$62,000,000.00
LL	\$173,798.00
LM	\$1,007,000.00

5. The following is an update to Modification P00169 showing a summary of funding by CLIN by ACRN through Modification P00170:

<u>CLIN</u>	<u>ACRN</u>	<u>FUNDING AMT</u>	<u>CLIN TOTAL</u>
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CLIN 0001	AA	440,100.00	
CLIN 0001	AD	0.00	
			<u>440,100.00</u>
CLIN 0003	AB	2,298,235.00	
CLIN 0003	AC	17,832,987.00	
CLIN 0003	AD	0.00	
CLIN 0003	AE	7,500,000.00	
CLIN 0003	AF	3,300,000.00	
CLIN 0003	AG	17,192,400.00	
CLIN 0003	AH	700,000.00	
CLIN 0003	AM	17,045,000.00	
CLIN 0003	AN	5,800.00	
CLIN 0003	AP	20,779,000.00	
CLIN 0003	AS	0.00	
CLIN 0003	AT	6,984,678.52	
CLIN 0003	AW	100,000.00	
CLIN 0003	AY	550,000.00	
			<u>94,288,100.52</u>
CLIN 0005	BA	24,527,878.00	
CLIN 0005	BB	146,000.00	
CLIN 0005	BC	72,000.00	
CLIN 0005	BD	85,000.00	
CLIN 0005	BE	100,000.00	
CLIN 0005	BF	100,000.00	
CLIN 0005	BG	1,975,321.00	
CLIN 0005	BH	38,018,908.00	
CLIN 0005	BL	0.00	
CLIN 0005	BZ	0.00	
			<u>65,025,107.00</u>
CLIN 0007AA	BP	10,352,348.00	
			<u>10,352,348.00</u>
CLIN 0009AA	AQ	45,106.00	
CLIN 0009AA	AV	0.00	
CLIN 0009AA	BK	256,545.00	
CLIN 0009AA	BM	125,000.00	
CLIN 0009AA	BN	21,315.00	
			<u>447,966.00</u>
CLIN 0009AB	AJ	200,000.00	
CLIN 0009AB	AK	85,000.00	
CLIN 0009AB	AL	45,000.00	
CLIN 0009AB	AQ	59,894.00	

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CLIN 0009AB	AR	35,000.00	
CLIN 0009AB	BK	3,455.00	
CLIN 0009AB	BN	81,685.00	
CLIN 0009AB	BU	350,000.00	
CLIN 0009AB	BV	9,000.00	
			<u>869,034.00</u>
CLIN 0013	AU	7,970,000.00	
CLIN 0013	AX	3,396,000.00	
CLIN 0013	AY	0.00	
CLIN 0013	AZ	19,412,000.00	
CLIN 0013	BJ	8,023,110.00	
			<u>38,801,110.00</u>
CLIN 0017	BW	0.00	
CLIN 0017	KM	0.00	
			<u>0.00</u>
CLIN 0017AA	BY	3,880,000.00	
CLIN 0017AA	BX	1,146,000.00	
CLIN 0017AA	BW	84,896,852.00	
CLIN 0017AA	BZ	0.00	
CLIN 0017AA	KM	192,793,000.00	
CLIN 0017AA	KN	0.00	
CLIN 0017AA	KQ	66,151.00	
CLIN 0017AA	KS	0.00	
CLIN 0017AA	KT	385,459,200.00	
CLIN 0017AA	KU	2,203,183.00	
CLIN 0017AA	KY	0.00	
CLIN 0017AA	LC	200,000.00	
CLIN 0017AA	LD	7,943,648.00	
CLIN 0017AA	LE	0.00	
CLIN 0017AA	LH	400,000.00	
CLIN 0017AA	LJ	7,476.00	
CLIN 0017AA	LK	62,000,000.00	
			<u>740,995,510.00</u>
CLIN 0017AB	KL	118,250.00	
			<u>118,250.00</u>
CLIN 0017AC	BZ	190,000.00	
			<u>190,000.00</u>
CLIN 0017AD	KN	0.00	
CLIN 0017AD	KS	0.00	
			<u>0.00</u>

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CLIN 0017AE	LL	173,798.00	
			173,798.00
CLIN 0017AH	KT	173,798.00	
			<u>173,798.00</u>
CLIN 0020AA	KN	0.00	
CLIN 0020AA	KQ	26,660.00	
			<u>26,660.00</u>
CLIN 0021AA	KW	0.00	
			<u>0.00</u>
CLIN 0021AB	KV	0.00	
CLIN 0021AB	LB	0.00	
CLIN 0021AB	KX	0.00	
CLIN 0021AB	KY	0.00	
			<u>0.00</u>
CLIN 0021AC	KZ	0.00	
CLIN 0021AC	LA	0.00	
			<u>0.00</u>
CLIN 0022	KW	0.00	
			<u>0.00</u>
CLIN 0023	KX	60,000.00	
CLIN 0023	KY	25,000.00	
CLIN 0023	KV	65,000.00	
CLIN 0023	LB	12,500.00	
CLIN 0023	LF	10,000.00	
			<u>172,500.00</u>
CLIN 0024	LA	13,508.00	
CLIN 0024	LG	62,000.00	
CLIN 0024	KZ	25,000.00	
CLIN 0024	KW	20,000.00	
			<u>120,508.00</u>
CLIN 0025	LE	1,173,850.00	
CLIN 0025	LM	1,007,000.00	
			<u>2,180,850.00</u>

(End of Summary of Changes)

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AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE	PAGE OF PAGES
AMENDMENT/MODIFICATION NO. <b>200171</b>		3. EFFECTIVE DATE <b>28 OCT 08</b>	4. REQUISITION/PURCHASE REQ. NO.	<b>V</b>	<b>1   10</b>
6. ISSUED BY US ARMY SPACE & MISSILE DEFENSE COMMAND SMDC-RDC PO BOX 1500 HUNTSVILLE AL 35897-3801		CODE <b>WB113M</b>	7. ADMINISTERED BY (If other than item 6) DCMA RAYTHEON 50 APPLE HILL DRIVE M/S T2FR2 TEWKSBURY MA 01878		5. PROJECT NO. (If applicable) CODE <b>S2205A</b>
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) RAYTHEON COMPANY 380 LOWELL ST. ANDOVER MA 01810-4400			9A. AMENDMENT OF SOLICITATION NO.		
			9B. DATED (SEE ITEM 11)		
			X 10A. MOD. OF CONTRACT/ORDER NO. DASG60-98-C-0001		
			X 10B. DATED (SEE ITEM 13) 30-Jan-1998		
CODE <b>05716</b>		FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA (If required) <b>See Schedule</b>					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).					
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.232-22, "Limitation of Funds" and Changes Clause					
D. OTHER (Specify type of modification and authority)					
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: 					
To incorporate CLIN 0026 to support effort for the Air Fiber Optic Interface (AFOI) and Ground Fiber Optic Interface (GFOI) Stimulator Hardware in accordance with JLENS Statement of Work (SOW), dated 30 November 2006, paragraphs 3.11.2, titled System Integration Laboratory (SIL), 5.3, titled Stimulator Integration, and 5.5, titled Government Test Support. The period of performance for this effort is 01 November 2006 through 31 July 2009.					

(b)(6)



(b)(6)

001593

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

**SUMMARY OF CHANGES**

1. SECTION A - SOLICITATION/CONTRACT FORM

The total cost of this contract was increased by \$1,095,845.00 from \$1,664,683,383.00 to \$1,665,779,228.00\*.

\*THIS AMOUNT INCLUDES A NOT-TO-EXCEED (NTE) AMOUNT OF \$7,059,260, INCLUSIVE OF COST AND FEE, PENDING DEFINITIZATION OF MODIFICATION P00168. THIS NTE IS SUBJECT TO DOWNWARD NEGOTIATION ONLY.

2. SECTION B - SUPPLIES OR SERVICES AND PRICES

CLIN 0026 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0026	AFOI and GFOI CPIF				\$1,095,845.00
	The contractor shall provide stimulator hardware for the Air Fiber Optic Interface (AFOI) and Ground Fiber Optic Interface (GFOI) in accordance with JLENS Statement of Work (SOW), dated 30 November 2006, paragraphs 3.11.2, titled System Integration Laboratory (SIL), 5.3, titled Stimulator Integration, and 5.5, titled Government Test Support. Required will be four (4) sets each (FCR and Sur) of the AFOI and GFOI.				
	FOB: Destination				
				TARGET COST	[REDACTED] (b)(4)
				TARGET FEE	[REDACTED]
				TOTAL TGT COST + FEE	\$1,095,845.00*

\*This includes a target cost of [REDACTED] (facilities capital cost of money) and a target fee [REDACTED] which is [REDACTED] of target cost less facilities capital cost of money. (b)(4)

SUBCLIN 002601 is added as follows:

001594

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
02601	Funding for CLIN 0026 CPIF FOB: Destination				
				TARGET COST	[REDACTED]
				TARGET FEE	[REDACTED]
				TOTAL TGT COST + FEE	\$1,095,845.00
	ACRN LN				\$1,095,845.00*
	CIN: 00000000000000000000000000000000				

\*This includes a target cost of [REDACTED] (ilities capital cost of money) and a target fee of [REDACTED] which [REDACTED] of target cost less facilities capital cost of money. (b)(4)

The following Section B clauses are hereby added:

INCENTIVE FEE FOR CLIN 0026:

In accordance with FAR 52.216-7, entitled "Allowable Cost and Payments", and FAR 52.216-10, entitled "Incentive Fee", the total amount for reimbursement of cost and fee for performance under CLIN 0026 is set forth below:

Target Cost [REDACTED]  
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, paragraph (e)(1), is stated as follows:

(e) Fee Payable.

(1) The fee payable under this contract shall be the target fee increased by 30 cents for every dollar that the total allowable cost is less than the target cost or decreased by 20 cents for every dollar that the total allowable cost exceeds the target cost. In no event shall the fee be greater than 12 percent or less than 2 percent of the target cost.

TARGET COST, TARGET FEE, MINIMUM INCENTIVE FEE, MAXIMUM INCENTIVE FEE, AND INCENTIVE ARRANGEMENT FOR CLIN 0026:

CLIN 0026 – (JLENS AFOI and GFOI Stimulator Hardware)

a. Target cost: [REDACTED] (b)(4)

001595

- b. Target fee: [REDACTED]
- c. Minimum incentive fee: [REDACTED]
- d. Maximum incentive fee: [REDACTED]
- e. Total target cost and target fee: [REDACTED]

(b)(4)

3. SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by \$1,095,845.00 from \$954,375,639.52 to \$955,471,484.52.

SUBCLIN 002601:  
Funding on SUBCLIN 002601 is initiated as follows:

ACRN: LN

CIN: 00000000000000000000000000000000

Acctng Data: 21 8 2040 5L 5L68 P172419E555L 255Y 4M8J719800 S01021 4M8J719800/84MJLE/4M5

Increase: \$1,095,845.00

Total: \$1,095,845.00

Target Cost, Target Fee, and Total for the above \$1,095,845 is distributed as follows and includes a target cost of [REDACTED] (of facilities capital cost of money) and a target incentive fee [REDACTED] which [REDACTED] target cost less facilities capital cost of money.

(b)(4)

Target Cost	[REDACTED]
Target Fee	[REDACTED]
Total	\$1,095,845

(b)(4)

IMPLEMENTATION OF AND EXPLANATION OF THE RELATIONSHIP OF THE LIMITATION OF FUNDS (LOF) CLAUSE TO FEE OBLIGATIONS, is revised to add the following:

CLIN 0026 :

	<u>PRIOR</u>	<u>THIS</u>	<u>CUMULATIVE</u>
		<u>MODIFICATION</u>	<u>TOTAL</u>
(1) Amount Required for Full Funding, Including Fee:	\$ 0	\$1,095,845	\$1,095,845
(2) Amount Allotted Under the LOF Clause for Payment of Costs:	[REDACTED]		
(3) Amount Separately Obligated for Payment of Fee:	[REDACTED]		
(4) Total Amount Allotted and Obligated:	\$ 0	\$1,095,845	\$1,095,845
(5) Net Amount Required for Full Funding	\$ 0	\$ 0	\$ 0

(b)(4)

001596



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

INCREMENTAL FUNDING OF THE CONTRACT, is revised to add the following:

Pursuant to the LIMITATION OF FUNDS clause, the sum of \$1,095,845 is presently allotted to CLIN 0026 and available for payment to cover the work to be performed hereunder .

INCENTIVE FEE STRUCTURE AND PAYMENT FOR CLIN 0026, JLENS AFOI and GFOI STIMULATOR HARDWARE, is added as follows:

a. General.

CLIN 0026, JLENS AFOI and GFOI Stimulator Hardware, is a cost-plus-incentive-fee (CPIF) line item with cost incentives as described below. The contract price amount of \$1,095,845 includes a target cost of [REDACTED] (which include [REDACTED] of cost and [REDACTED] of facilities capital cost of money) and a target incentive fee of [REDACTED] which is [REDACTED] target cost less facilities capital cost of money. (b)(4)

b. Cost Incentive.

- (1) The target fee payable under CLIN 0026 is [REDACTED] of the target cost less facilities capital cost of money [REDACTED] an amount equal to [REDACTED]
- (2) The maximum fee payable under CLIN 0026 is [REDACTED] of the target cost less facilities capital cost of money [REDACTED], an amount equal to [REDACTED] (b)(4)
- (3) The minimum fee payable under CLIN 0026 is [REDACTED] of the target cost less facilities capital cost of money [REDACTED] an amount equal to [REDACTED]
- (4) Fee will be adjusted for actual cost that is less than or more than the target cost stated above using a share ratio of [REDACTED] Government / [REDACTED] Contractor for actual costs less than the target cost, and a ratio of [REDACTED] Government / [REDACTED] Contractor for actual costs greater than the target cost. (b)(4)
- (5) Nothing stated in this clause shall take precedence over the clause 52.216-10, Incentive Fee, contained in this contract.

5. The following is an update to Modification P00170 showing a summary of funding by ACRN through Modification P00171:

<u>ACRN</u>	<u>FUNDING</u>
AA	440,100.00
AB	2,298,235.00
AC	17,832,987.00
AD	0.00
AE	7,500,000.00
AF	3,300,000.00
AG	17,192,400.00
AH	700,000.00
AJ	200,000.00
AK	85,000.00
AL	45,000.00

001597

AM	17,045,000.00
AN	5,800.00
AP	20,779,000.00
AQ	105,000.00
AR	35,000.00
AS	0.00
AT	6,984,678.52
AU	7,970,000.00
AV	0.00
AW	100,000.00
AX	3,396,000.00
AY	550,000.00
AZ	19,412,000.00
BA	24,527,878.00
BB	146,000.00
BC	72,000.00
BD	85,000.00
BE	100,000.00
BF	100,000.00
BG	1,975,321.00
BH	38,018,908.00
BJ	8,023,110.00
BK	260,000.00
BL	0.00
BM	125,000.00
BN	103,000.00
BP	10,352,348.00
BU	350,000.00
BV	9,000.00
BW	84,896,852.00
BX	1,146,000.00
BY	3,880,000.00
BZ	190,000.00
KL	118,250.00
KM	192,793,000.00
KN	0.00
KQ	92,811.00
KR	0.00
KS	0.00
KT	385,632,998.00
KU	2,203,183.00
KV	65,000.00
KW	20,000.00
KX	60,000.00
KY	25,000.00
KZ	25,000.00
LA	13,508.00
LB	12,500.00
LC	200,000.00
LD	7,943,648.00

001598

LE	1,173,850.00
LF	10,000.00
LG	62,000.00
LH	400,000.00
LJ	7,476.00
LK	\$62,000,000.00
LL	\$173,798.00
LM	\$1,007,000.00
LN	\$1,095,845.00

6. The following is an update to Modification P00170 showing a summary of funding by CLIN by ACRN through Modification P00171:

<u>CLIN</u>	<u>ACRN</u>	<u>FUNDING AMT</u>	<u>CLIN TOTAL</u>
CLIN 0001	AA	440,100.00	
CLIN 0001	AD	0.00	
			<u>440,100.00</u>
CLIN 0003	AB	2,298,235.00	
CLIN 0003	AC	17,832,987.00	
CLIN 0003	AD	0.00	
CLIN 0003	AE	7,500,000.00	
CLIN 0003	AF	3,300,000.00	
CLIN 0003	AG	17,192,400.00	
CLIN 0003	AH	700,000.00	
CLIN 0003	AM	17,045,000.00	
CLIN 0003	AN	5,800.00	
CLIN 0003	AP	20,779,000.00	
CLIN 0003	AS	0.00	
CLIN 0003	AT	6,984,678.52	
CLIN 0003	AW	100,000.00	
CLIN 0003	AY	550,000.00	
			<u>94,288,100.52</u>
CLIN 0005	BA	24,527,878.00	
CLIN 0005	BB	146,000.00	
CLIN 0005	BC	72,000.00	
CLIN 0005	BD	85,000.00	
CLIN 0005	BE	100,000.00	
CLIN 0005	BF	100,000.00	
CLIN 0005	BG	1,975,321.00	
CLIN 0005	BH	38,018,908.00	
CLIN 0005	BL	0.00	
CLIN 0005	BZ	0.00	
			<u>65,025,107.00</u>
CLIN 0007AA	BP	10,352,348.00	

001599

		<u>10,352,348.00</u>
CLIN 0009AA	AQ	45,106.00
CLIN 0009AA	AV	0.00
CLIN 0009AA	BK	256,545.00
CLIN 0009AA	BM	125,000.00
CLIN 0009AA	BN	21,315.00
		<u>447,966.00</u>
CLIN 0009AB	AJ	200,000.00
CLIN 0009AB	AK	85,000.00
CLIN 0009AB	AL	45,000.00
CLIN 0009AB	AQ	59,894.00
CLIN 0009AB	AR	35,000.00
CLIN 0009AB	BK	3,455.00
CLIN 0009AB	BN	81,685.00
CLIN 0009AB	BU	350,000.00
CLIN 0009AB	BV	9,000.00
		<u>869,034.00</u>
CLIN 0013	AU	7,970,000.00
CLIN 0013	AX	3,396,000.00
CLIN 0013	AY	0.00
CLIN 0013	AZ	19,412,000.00
CLIN 0013	BJ	8,023,110.00
		<u>38,801,110.00</u>
CLIN 0017	BW	0.00
CLIN 0017	KM	0.00
		<u>0.00</u>
CLIN 0017AA	BY	3,880,000.00
CLIN 0017AA	BX	1,146,000.00
CLIN 0017AA	BW	84,896,852.00
CLIN 0017AA	BZ	0.00
CLIN 0017AA	KM	192,793,000.00
CLIN 0017AA	KN	0.00
CLIN 0017AA	KQ	66,151.00
CLIN 0017AA	KS	0.00
CLIN 0017AA	KT	385,459,200.00
CLIN 0017AA	KU	2,203,183.00
CLIN 0017AA	KY	0.00
CLIN 0017AA	LC	200,000.00
CLIN 0017AA	LD	7,943,648.00
CLIN 0017AA	LE	0.00
CLIN 0017AA	LH	400,000.00
CLIN 0017AA	LJ	7,476.00
CLIN 0017AA	LK	62,000,000.00

001600

			<u>740,995,510.00</u>
CLIN 0017AB	KL	118,250.00	
			<u>118,250.00</u>
CLIN 0017AC	BZ	190,000.00	
			<u>190,000.00</u>
CLIN 0017AD	KN	0.00	
CLIN 0017AD	KS	0.00	
			<u>0.00</u>
CLIN 0017AE	LL	173,798.00	
			<u>173,798.00</u>
CLIN 0017AH	KT	173,798.00	
			<u>173,798.00</u>
CLIN 0020AA	KN	0.00	
CLIN 0020AA	KQ	26,660.00	
			<u>26,660.00</u>
CLIN 0021AA	KW	0.00	
			<u>0.00</u>
CLIN 0021AB	KV	0.00	
CLIN 0021AB	LB	0.00	
CLIN 0021AB	KX	0.00	
CLIN 0021AB	KY	0.00	
			<u>0.00</u>
CLIN 0021AC	KZ	0.00	
CLIN 0021AC	LA	0.00	
			<u>0.00</u>
CLIN 0022	KW	0.00	
			<u>0.00</u>
CLIN 0023	KX	60,000.00	
CLIN 0023	KY	25,000.00	
CLIN 0023	KV	65,000.00	
CLIN 0023	LB	12,500.00	
CLIN 0023	LF	10,000.00	
			<u>172,500.00</u>

001601

CLIN 0024	LA	13,508.00	
CLIN 0024	LG	62,000.00	
CLIN 0024	KZ	25,000.00	
CLIN 0024	KW	20,000.00	
			<u>120,508.00</u>
CLIN 0025	LE	1,173,850.00	
CLIN 0025	LM	1,007,000.00	
			<u>2,180,850.00</u>
CLIN 0026	LN	1,095,845.00	
			<u>1,095,845.00</u>

(End of Summary of Changes)

001602

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

V 1 7

2. AMENDMENT/MODIFICATION NO. 0172	3. EFFECTIVE DATE 21-Nov-2008	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
ISSUED BY US ARMY SPACE & MISSILE DEFENSE COMMAND HUNTSVILLE AL 35915-5000 (b)(6)	CODE W9113M	7. ADMINISTERED BY (If other than item 6) DCMA RAYTHEON 50 APPLE HILL DRIVE M/S T2FR2 TEWKSBURY MA 01876	CODE S2205A

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) RAYTHEON COMPANY 350 LOWELL ST. ANDOVER MA 01810-4400	9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED (SEE ITEM 11)
	X 10A. MOD. OF CONTRACT/ORDER NO. DASG60-98-C-0001
	X 10B. DATED (SEE ITEM 13) 30-Jan-1998

CODE 05716 FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)  
See Schedule

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

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

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

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

X D. OTHER (Specify type of modification and authority)  
FAR 52.232-22, "Limitation of Funds"

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

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
Modification Control Number: (b)(6)  
To incrementally fund SubCLIN 0017AA in the amount of \$2,885,000.

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

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) (b)(6)
15B. CONTRACTOR/OFFEROR	16B. UNITED STATES OF AMERICA (b)(6)
15C. DATE SIGNED	16C. DATE SIGNED 21-Nov-2008 (b)(6)
(Signature of person authorized to sign)	(Signature of Contracting Officer)

001603

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by \$2,885,000.00 from \$955,471,484.52 to \$958,356,484.52.

SUBCLIN 0017AA:

KT: 21 8 2040 5L 5L68 P172419E555L 255Y 4M8J710600 S01021 4M8J710600/84MJLE/4M5 was increased by \$385,000.00 from \$385,459,200.00 to \$385,844,200.00

LK: 21 9 2040 5L 5L68 P172419E555L 255Y 4M9J730000 S01021 4M9J730000/94MJLE/4M5 was increased by \$2,500,000.00 from \$62,000,000.00 to \$64,500,000.00

Target Cost, Target Fee, and Total for the above \$2,885,000 is distributed as follows and includes a target cost of [redacted] and [redacted] (b)(4) which [redacted] of target cost less facilities capital cost of money.

Target Cost	[redacted]	
Target Fee	[redacted]	(b)(4)
Total	\$2,885,000	

IMPLEMENTATION OF AND EXPLANATION OF THE RELATIONSHIP OF THE LIMITATION OF FUNDS (LOF) CLAUSE TO FEE OBLIGATIONS, subparagraph c., is revised to read as follows:

SUBCLIN 0017AA :	PRIOR	THIS MODIFICATION	CUMULATIVE TOTAL*
(1) Amount Required for Full Funding Including Fee:	\$ 1,442,422,989	\$ 0	\$ 1,442,422,989**
(2) Amount Allotted Under the LOF Clause for Payment of Costs:	[redacted]	[redacted]	[redacted]
(3) Amount Separately Obligated for Payment of Fee:	[redacted]	[redacted]	[redacted]
(4) Total Amount Allotted and Obligated:	\$ 740,995,510	\$2,885,000	\$ 743,880,510
(5) Net Amount Required for Full Funding	\$ 701,427,479	(\$2,885,000)	\$ 698,542,479

\* These figures take into consideration the negotiated total value of SubCLIN 0017AA (This does not include SubCLIN 0017AH and SubCLIN 0017AE)

\*\* THIS AMOUNT INCLUDES A NOT-TO-EXCEED (NTE) AMOUNT OF \$7,059,260, INCLUSIVE OF COST AND FEE, PENDING DEFINITIZATION OF MODIFICATION P00168. THIS NTE IS SUBJECT TO DOWNWARD NEGOTIATION ONLY.

The following is an update to Modification P00171 showing a summary of funding by ACRN through Modification

001604



P00172:

<u>ACRN</u>	<u>FUNDING</u>
AA	440,100.00
AB	2,298,235.00
AC	17,832,987.00
AD	0.00
AE	7,500,000.00
AF	3,300,000.00
AG	17,192,400.00
AH	700,000.00
AJ	200,000.00
AK	85,000.00
AL	45,000.00
AM	17,045,000.00
AN	5,800.00
AP	20,779,000.00
AQ	105,000.00
AR	35,000.00
AS	0.00
AT	6,984,878.52
AU	7,970,000.00
AV	0.00
AW	100,000.00
AX	3,396,000.00
AY	550,000.00
AZ	19,412,000.00
BA	24,527,878.00
BB	146,000.00
BC	72,000.00
BD	85,000.00
BE	100,000.00
BF	100,000.00
BG	1,975,321.00
BH	38,018,908.00
BJ	8,023,110.00
BK	260,000.00
BL	0.00
BM	125,000.00
BN	103,000.00
BP	10,352,348.00
BU	350,000.00
BV	9,000.00
BW	84,896,852.00
BX	1,146,000.00
BY	3,880,000.00
BZ	190,000.00
KL	118,250.00
KM	192,793,000.00

001605

KN	0.00
KQ	92,811.00
KR	0.00
KS	0.00
KT	<b>386,017,998.00</b>
KU	2,203,183.00
KV	65,000.00
KW	20,000.00
KX	60,000.00
KY	25,000.00
KZ	25,000.00
LA	13,508.00
LB	12,500.00
LC	200,000.00
LD	7,943,648.00
LE	1,173,850.00
LF	10,000.00
LG	62,000.00
LH	400,000.00
LJ	7,476.00
LK	<b>\$64,500,000.00</b>
LL	\$173,798.00
LM	\$1,007,000.00
LN	\$1,095,845.00

The following is an update to Modification P00171 showing a summary of funding by CLIN by ACRN through Modification P00172:

<u>CLIN</u>	<u>ACRN</u>	<u>FUNDING AMT</u>	<u>CLIN TOTAL</u>
CLIN 0001	AA	440,100.00	
CLIN 0001	AD	0.00	
			<u>440,100.00</u>
CLIN 0003	AB	2,298,235.00	
CLIN 0003	AC	17,832,987.00	
CLIN 0003	AD	0.00	
CLIN 0003	AE	7,500,000.00	
CLIN 0003	AF	3,300,000.00	
CLIN 0003	AG	17,192,400.00	
CLIN 0003	AH	700,000.00	
CLIN 0003	AM	17,045,000.00	
CLIN 0003	AN	5,800.00	
CLIN 0003	AP	20,779,000.00	
CLIN 0003	AS	0.00	
CLIN 0003	AT	6,984,678.52	
CLIN 0003	AW	100,000.00	
CLIN 0003	AY	550,000.00	

001606

			<u>94,288,100.52</u>
CLIN 0005	BA	24,527,878.00	
CLIN 0005	BB	146,000.00	
CLIN 0005	BC	72,000.00	
CLIN 0005	BD	85,000.00	
CLIN 0005	BE	100,000.00	
CLIN 0005	BF	100,000.00	
CLIN 0005	BG	1,975,321.00	
CLIN 0005	BH	38,018,908.00	
CLIN 0005	BL	0.00	
CLIN 0005	BZ	0.00	
			<u>65,025,107.00</u>
CLIN 0007AA	BP	10,352,348.00	
			<u>10,352,348.00</u>
CLIN 0009AA	AQ	45,106.00	
CLIN 0009AA	AV	0.00	
CLIN 0009AA	BK	256,545.00	
CLIN 0009AA	BM	125,000.00	
CLIN 0009AA	BN	21,315.00	
			<u>447,966.00</u>
CLIN 0009AB	AJ	200,000.00	
CLIN 0009AB	AK	85,000.00	
CLIN 0009AB	AL	45,000.00	
CLIN 0009AB	AQ	59,894.00	
CLIN 0009AB	AR	35,000.00	
CLIN 0009AB	BK	3,455.00	
CLIN 0009AB	BN	81,685.00	
CLIN 0009AB	BU	350,000.00	
CLIN 0009AB	BV	9,000.00	
			<u>869,034.00</u>
CLIN 0013	AU	7,970,000.00	
CLIN 0013	AX	3,396,000.00	
CLIN 0013	AY	0.00	
CLIN 0013	AZ	19,412,000.00	
CLIN 0013	BJ	8,023,110.00	
			<u>38,801,110.00</u>
CLIN 0017	BW	0.00	
CLIN 0017	KM	0.00	
			<u>0.00</u>

001607

CLIN 0017AA	BY	3,880,000.00	
CLIN 0017AA	BX	1,146,000.00	
CLIN 0017AA	BW	84,896,852.00	
CLIN 0017AA	BZ	0.00	
CLIN 0017AA	KM	192,793,000.00	
CLIN 0017AA	KN	0.00	
CLIN 0017AA	KQ	66,151.00	
CLIN 0017AA	KS	0.00	
<b>CLIN 0017AA</b>	<b>KT</b>	<b>385,844,200.00</b>	
CLIN 0017AA	KU	2,203,183.00	
CLIN 0017AA	KY	0.00	
CLIN 0017AA	LC	200,000.00	
CLIN 0017AA	LD	7,943,648.00	
CLIN 0017AA	LE	0.00	
CLIN 0017AA	LH	400,000.00	
CLIN 0017AA	LJ	7,476.00	
<b>CLIN 0017AA</b>	<b>LK</b>	<b>64,500,000.00</b>	

**743,495,510.00**

CLIN 0017AB	KL	118,250.00	
			<u>118,250.00</u>

CLIN 0017AC	BZ	190,000.00	
			<u>190,000.00</u>

CLIN 0017AD	KN	0.00	
CLIN 0017AD	KS	0.00	
			<u>0.00</u>

CLIN 0017AE	LL	173,798.00	
			173,798.00

CLIN 0017AH	KT	173,798.00	
			<u>173,798.00</u>

CLIN 0020AA	KN	0.00	
CLIN 0020AA	KQ	26,660.00	
			<u>26,660.00</u>

CLIN 0021AA	KW	0.00	
			<u>0.00</u>

CLIN 0021AB	KV	0.00	
CLIN 0021AB	LB	0.00	
CLIN 0021AB	KX	0.00	

001608

CLIN 0021AB	KY	0.00	<u>0.00</u>
CLIN 0021AC	KZ	0.00	
CLIN 0021AC	LA	0.00	<u>0.00</u>
CLIN 0022	KW	0.00	<u>0.00</u>
CLIN 0023	KX	60,000.00	
CLIN 0023	KY	25,000.00	
CLIN 0023	KV	65,000.00	
CLIN 0023	LB	12,500.00	
CLIN 0023	LF	10,000.00	<u>172,500.00</u>
CLIN 0024	LA	13,508.00	
CLIN 0024	LG	62,000.00	
CLIN 0024	KZ	25,000.00	
CLIN 0024	KW	20,000.00	<u>120,508.00</u>
CLIN 0025	LE	1,173,850.00	
CLIN 0025	LM	1,007,000.00	<u>2,180,850.00</u>
CLIN 0026	LN	1,095,845.00	<u>1,095,845.00</u>

(End of Summary of Changes)

(End of Summary of Changes)

001609

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

2. AMENDMENT/MODIFICATION NO. <b>P00173</b>		3. EFFECTIVE DATE <b>03 DEC 08</b>	4. INQUIRY/PURCHASE REQ. NO.	5. PROJECT NO. (if applicable)
6. ISSUED BY US ARMY SPACE & MISSILE DEFENSE COMMAND [Redacted] <b>(b)(6)</b>		CODE <b>WD11388</b>	7. ADMINISTERED BY (Other than Item 6) DCMA/AFSTROM 88 AFPLS HLL ORDE 88B T2PR2 TRM08LRY15A Q188	

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) RHYTHICON COMPANY 581 GUNNELL ST. ANDOVER MA 01820-4028		9A. AMENDMENT OF SOLICITATION NO.
CODE <b>05718</b> FACILITY CODE		9B. DATED (SEE ITEM 11)
		X 10A. NO. OF CONTRACT/ORDER NO. <b>DASG00-C-0001</b>
		X 10B. DATED (SEE ITEM 13) <b>30-Jan-1988</b>

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

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

Offeror's acknowledgment of this amendment prior to the hour and date specified in the solicitation are as amended by one of the following methods:  
 (a) By completing Items 8 and 13, and returning \_\_\_\_\_ copies of this amendment;  
 (b) By acknowledging receipt of this amendment on each copy of the offer submitted;  
 or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If you advise of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided such telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

**12. ACCOUNTING AND APPROPRIATION DATA (if required)**

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

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 43.103(a)(3), Mutual Agreement
D. OTHER (Specify type of modification and authority)

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

**14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/treatment subject matter where feasible.)**  
 Modification Control Number: [Redacted]  
 To extend the delivery date established in Modification P00157 [Redacted] to 15 December 2008. The parties agree that this extension will not result in any additional costs to the government.

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

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

15A. NAME AND TITLE OF CONTRACTING OFFICER (Contracting Officer)	15B. DATE SIGNED	15C. NAME AND TITLE OF CONTRACTING OFFICER (Contracting Officer)	15D. DATE SIGNED
[Redacted]	<b>12-3-08</b>	[Redacted]	<b>3 Dec 08</b>

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

001610

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

**SUMMARY OF CHANGES**

(End of Summary of Changes)

001611

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT CODE	PAGE OF PAGES
2. AMENDMENT/MODIFICATION NO. 000174			V	1   7
3. EFFECTIVE DATE 9 DEC 08		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (if applicable)
6. ISSUED BY DEFENSE & MARINE OFFENSE COMMAND NORTHVILLE (b)(6)		7. ADMINISTERED BY (Other than Item 6) COMBATWYTHON SHAPPELL DRIVE MID TOWN WINDSORVIA MA 01890		CODE 82208A
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) RAYTHEON COMPANY SHAWHILL ST ANDOVER MA 01910-4100			9A. AMENDMENT OF SOLICITATION NO.	
			9B. DATED (SEE ITEM 11)	
			X 10A. MOD. OF CONTRACT/ORDER NO. 19-0000-0000	
			X 10B. DATED (SEE ITEM 17) 20-Jan-1998	
CODE 05710		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. Offeror must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) by completing Items 8 and 15, and returning _____ copies of this amendment; (b) by acknowledging receipt of this amendment on each copy of the offer submitted; or (c) by separate letter or telegram which includes a reference to the solicitation and amendment number. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. Any change of this amendment you desire change as offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.				
12. ACCOUNTING AND APPROPRIATION DATA (if required) See Schedule				
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.				
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.				
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).				
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 27.222-22, "Limitation of Funds"				
D. OTHER (Specify type of modification and authority)				
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return 1 copies to the issuing office.				
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: [REDACTED] To incrementally fund SubCLIN 0017AA in the amount of \$216,081,447 and to extend the period of performance for CLIN 0023 and CLIN 0024 to 31 December 2009 at no additional cost to the government.				
Except as provided herein, all terms and conditions of the documents referenced in Item 9A or 10A, as hereinafter changed, remain unchanged and in full force and effect.				
15A. [REDACTED]		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)		
15B. [REDACTED]		16B. [REDACTED]		
15C. DATE SIGNED 12/09/08		15D. BY [REDACTED]		16C. DATE SIGNED 9 Dec 08
(Signature of person authorized to sign)		(Signature of Contracting Officer)		
EXCEPTION TO SF 30 APPROVED BY OIRM 11-84		10-105-04		STANDARD FORM 30 (Rev. 10-83) Prescribed by GSA FAR (48 CFR) 53.243

(b)(6)

(b)(6)

(b)(6)

(b)(6)

001612



**SUMMARY OF CHANGES**

**SECTION F - DELIVERIES OR PERFORMANCE**

The following have been modified:

The period of performance for CLINs 0023 and 0024 is through 31 December 2009.

**SECTION G - CONTRACT ADMINISTRATION DATA**

**Accounting and Appropriation**

**Summary for the Payment Office**

As a result of this modification, the total funded amount for this document was increased by \$215,081,447.00 from \$958,356,484.52 to \$1,173,437,931.52.

**SUBCLIN 0017AA:**

LK: 21 9 2040 5L 5L68 P172419E555L 255Y 4M9J730000 S01021 4M9J730000/94MJLE/4M5 was increased by \$215,081,447.00 from \$64,500,000.00 to \$279,581,447.00

Target Cost, Target Fee, and Total for the above \$215,081,447 is distributed as follows and includes a target cost of [REDACTED] facilities capital cost of money) and a target incentive fee of [REDACTED] target cost less facilities capital cost of money.

(b)(4)

Target Cost	[REDACTED]
Target Fee	[REDACTED]
Total	\$215,081,447

**IMPLEMENTATION OF AND EXPLANATION OF THE RELATIONSHIP OF THE LIMITATION OF FUNDS (LOF) CLAUSE TO FEE OBLIGATIONS, subparagraph c., is revised to read as follows:**

**SUBCLIN 0017AA :**

	<u>PRIOR</u>	<u>THIS MODIFICATION</u>	<u>CUMULATIVE TOTAL*</u>
(1) Amount Required for Full Funding, Including Fee:	\$ 1,442,422,989	\$ 0	\$ 1,442,422,989**
(2) Amount Allotted Under the LOF Clause for Payment of Costs:	[REDACTED]	[REDACTED]	[REDACTED]
(3) Amount Separately Obligated for Payment of Fee:	[REDACTED]	[REDACTED]	[REDACTED]
(4) Total Amount Allotted and Obligated:	\$ 743,880,510	\$215,081,447	\$ 958,961,957
(5) Net Amount Required for Full Funding	\$ 698,542,479	(\$215,081,447)	\$ 483,461,032

(b)(4)

\* These figures take into consideration the negotiated total value of SubCLIN 0017AA (This does not include SubCLIN 0017AH and SubCLIN 0017AE)

\*\* THIS AMOUNT INCLUDES A NOT-TO-EXCEED (NTE) AMOUNT OF \$7,059,260, INCLUSIVE OF COST AND FEE, PENDING DEFINITIZATION OF MODIFICATION P00168. THIS NTE IS SUBJECT TO

001613

DOWNWARD NEGOTIATION ONLY.

SECTION H - SPECIAL CONTRACT REQUIREMENTS

The following have been modified:

EXERCISE OF OPTION (Applicable to CLINs 0023 and 0024):

CLINs 0023 and 0024 of this contract may be incrementally exercised, at the unilateral option of the Government, at any time during the period of performance through 31 December 2009, up to the DPPH amount set forth in Section B of the contract.

The following is an update to Modification P00172 showing a summary of funding by ACRN through Modification P00174:

<u>ACRN</u>	<u>FUNDING</u>
AA	440,100.00
AB	2,298,235.00
AC	17,832,987.00
AD	0.00
AE	7,500,000.00
AF	3,300,000.00
AG	17,192,400.00
AH	700,000.00
AJ	200,000.00
AK	85,000.00
AL	45,000.00
AM	17,045,000.00
AN	5,800.00
AP	20,779,000.00
AQ	105,000.00
AR	35,000.00
AS	0.00
AT	6,984,678.52
AU	7,970,000.00
AV	0.00
AW	100,000.00
AX	3,396,000.00
AY	550,000.00
AZ	19,412,000.00
BA	24,527,878.00
BB	146,000.00
BC	72,000.00
BD	85,000.00
BE	100,000.00
BF	100,000.00
BG	1,975,321.00
BH	38,018,908.00

001614

BJ	8,023,110.00
BK	260,000.00
BL	0.00
BM	125,000.00
BN	103,000.00
BP	10,352,348.00
BU	350,000.00
BV	9,000.00
BW	84,896,852.00
BX	1,146,000.00
BY	3,880,000.00
BZ	190,000.00
KL	118,250.00
KM	192,793,000.00
KN	0.00
KQ	92,811.00
KR	0.00
KS	0.00
KT	386,017,998.00
KU	2,203,183.00
KV	65,000.00
KW	20,000.00
KX	60,000.00
KY	25,000.00
KZ	25,000.00
LA	13,508.00
LB	12,500.00
LC	200,000.00
LD	7,943,648.00
LE	1,173,850.00
LF	10,000.00
LG	62,000.00
LH	400,000.00
LJ	7,476.00
LK	<b>\$279,581,447.00</b>
LL	\$173,798.00
LM	\$1,007,000.00
LN	\$1,095,845.00

The following is an update to Modification P00172 showing a summary of funding by CLIN by ACRN through Modification P00174:

<u>CLIN</u>	<u>ACRN</u>	<u>FUNDING AMT</u>	<u>CLIN TOTAL</u>
CLIN 0001	AA	440,100.00	
CLIN 0001	AD	0.00	
			<u>440,100.00</u>
CLIN 0003	AB	2,298,235.00	

001615

CLIN 0003	AC	17,832,987.00
CLIN 0003	AD	0.00
CLIN 0003	AE	7,500,000.00
CLIN 0003	AF	3,300,000.00
CLIN 0003	AG	17,192,400.00
CLIN 0003	AH	700,000.00
CLIN 0003	AM	17,045,000.00
CLIN 0003	AN	5,800.00
CLIN 0003	AP	20,779,000.00
CLIN 0003	AS	0.00
CLIN 0003	AT	6,984,678.52
CLIN 0003	AW	100,000.00
CLIN 0003	AY	550,000.00
		<u>94,288,100.52</u>

CLIN 0005	BA	24,527,878.00
CLIN 0005	BB	146,000.00
CLIN 0005	BC	72,000.00
CLIN 0005	BD	85,000.00
CLIN 0005	BE	100,000.00
CLIN 0005	BF	100,000.00
CLIN 0005	BG	1,975,321.00
CLIN 0005	BH	38,018,908.00
CLIN 0005	BL	0.00
CLIN 0005	BZ	0.00
		<u>65,025,107.00</u>

CLIN 0007AA	BP	10,352,348.00
		<u>10,352,348.00</u>

CLIN 0009AA	AQ	45,106.00
CLIN 0009AA	AV	0.00
CLIN 0009AA	BK	256,545.00
CLIN 0009AA	BM	125,000.00
CLIN 0009AA	BN	21,315.00
		<u>447,966.00</u>

CLIN 0009AB	AJ	200,000.00
CLIN 0009AB	AK	85,000.00
CLIN 0009AB	AL	45,000.00
CLIN 0009AB	AQ	59,894.00
CLIN 0009AB	AR	35,000.00
CLIN 0009AB	BK	3,455.00
CLIN 0009AB	BN	81,685.00
CLIN 0009AB	BU	350,000.00
CLIN 0009AB	BV	9,000.00
		<u>869,034.00</u>

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CLIN 0013	AU	7,970,000.00	
CLIN 0013	AX	3,396,000.00	
CLIN 0013	AY	0.00	
CLIN 0013	AZ	19,412,000.00	
CLIN 0013	BJ	8,023,110.00	
			<u>38,801,110.00</u>
CLIN 0017	BW	0.00	
CLIN 0017	KM	0.00	
			<u>0.00</u>
CLIN 0017AA	BY	3,880,000.00	
CLIN 0017AA	BX	1,146,000.00	
CLIN 0017AA	BW	84,896,852.00	
CLIN 0017AA	BZ	0.00	
CLIN 0017AA	KM	192,793,000.00	
CLIN 0017AA	KN	0.00	
CLIN 0017AA	KQ	66,151.00	
CLIN 0017AA	KS	0.00	
CLIN 0017AA	KT	385,844,200.00	
CLIN 0017AA	KU	2,203,183.00	
CLIN 0017AA	KY	0.00	
CLIN 0017AA	LC	200,000.00	
CLIN 0017AA	LD	7,943,648.00	
CLIN 0017AA	LE	0.00	
CLIN 0017AA	LH	400,000.00	
CLIN 0017AA	LJ	7,476.00	
CLIN 0017AA	LK	279,581,447.00	
			<u>958,961,957.00</u>
CLIN 0017AB	KL	118,250.00	
			<u>118,250.00</u>
CLIN 0017AC	BZ	190,000.00	
			<u>190,000.00</u>
CLIN 0017AD	KN	0.00	
CLIN 0017AD	KS	0.00	
			<u>0.00</u>
CLIN 0017AE	LL	173,798.00	
			<u>173,798.00</u>
CLIN 0017AH	KT	173,798.00	
			<u>173,798.00</u>

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CLIN 0020AA	KN	0.00	
CLIN 0020AA	KQ	26,660.00	
			<u>26,660.00</u>
CLIN 0021AA	KW	0.00	
			<u>0.00</u>
CLIN 0021AB	KV	0.00	
CLIN 0021AB	LB	0.00	
CLIN 0021AB	KX	0.00	
CLIN 0021AB	KY	0.00	
			<u>0.00</u>
CLIN 0021AC	KZ	0.00	
CLIN 0021AC	LA	0.00	
			<u>0.00</u>
CLIN 0022	KW	0.00	
			<u>0.00</u>
CLIN 0023	KX	60,000.00	
CLIN 0023	KY	25,000.00	
CLIN 0023	KV	65,000.00	
CLIN 0023	LB	12,500.00	
CLIN 0023	LF	10,000.00	
			<u>172,500.00</u>
CLIN 0024	LA	13,508.00	
CLIN 0024	LG	62,000.00	
CLIN 0024	KZ	25,000.00	
CLIN 0024	KW	20,000.00	
			<u>120,508.00</u>
CLIN 0025	LE	1,173,850.00	
CLIN 0025	LM	1,007,000.00	
			<u>2,180,850.00</u>
CLIN 0026	LN	1,095,845.00	
			<u>1,095,845.00</u>

(End of Summary of Changes)

001618

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

V | 1 | 7

AMENDMENT/MODIFICATION NO. D175	3. EFFECTIVE DATE 28-Jan-2009	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO.(if applicable)
6. ISSUED BY US ARMY SPACE & MISSILE DEFENSE COMMAND HUNTSVILLE AL 35890	CODE W9113M	7. ADMINISTERED BY (If other than item 6) DCMA RAYTHEON 50 APPLE HILL DRIVE M/S T2FR2 TEWKSBURY MA 01876	CODE S2205A

(b)(6)

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) RAYTHEON COMPANY 350 LOWELL ST. ANDOVER MA 01810-4400	9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED (SEE ITEM 11)
	X 10A. MOD. OF CONTRACT/ORDER NO. DASG60-98-C-0001
	X 10B. DATED (SEE ITEM 13) 30-Jan-1998

CODE 05716 | FACILITY CODE

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

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

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)  
**See Schedule**

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

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

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

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

X D. OTHER (Specify type of modification and authority)  
UNLATERAL: FAR 52.232-22, "Limitation of Funds"

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

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
 Modification Control Number: (b)(6)  
 To incrementally fund CLIN 0024 in the amount of \$83,200.

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

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) (b)(6)
15B. CONTRACTOR/OFFEROR	16B. UNITED STATES OF AMERICA (b)(6)
15C. DATE SIGNED	16C. DATE SIGNED 28-Jan-2009

(Signature of person authorized to sign)

(Signature of Contracting Officer)

001619

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION B - SUPPLIES OR SERVICES AND PRICES

SUBCLIN 002405 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
002405	Funding for Simulation Support Task CPFF FOB: Destination				
				ESTIMATED COST	(b)(4)
				FIXED FEE	(b)(4)
				TOTAL EST COST + FEE	\$83,200.00
	ACRN LP				\$83,200.00
	CIN: 00000000000000000000000000000000				

SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by \$83,200.00 from \$1,173,437,931.52 to \$1,173,521,131.52.

SUBCLIN 002405:

Funding on SUBCLIN 002405 is initiated as follows:

ACRN: LP

CIN: 00000000000000000000000000000000

Acctng Data: 21 9 2040 5L 5L68 P172419E555L 255Y 4M9J730900 S01021 4M9J730900/94MJLE/4M5

Increase: \$83,200.00

Total: \$83,200.00

The following is an update to Modification P00174 showing a summary of funding by ACRN through Modification P00175:

<u>ACRN</u>	<u>FUNDING</u>
AA	440,100.00
AB	2,298,235.00

00/620



AC	17,832,987.00
AD	0.00
AE	7,500,000.00
AF	3,300,000.00
AG	17,192,400.00
AH	700,000.00
AJ	200,000.00
AK	85,000.00
AL	45,000.00
AM	17,045,000.00
AN	5,800.00
AP	20,779,000.00
AQ	105,000.00
AR	35,000.00
AS	0.00
AT	6,984,678.52
AU	7,970,000.00
AV	0.00
AW	100,000.00
AX	3,396,000.00
AY	550,000.00
AZ	19,412,000.00
BA	24,527,878.00
BB	146,000.00
BC	72,000.00
BD	85,000.00
BE	100,000.00
BF	100,000.00
BG	1,975,321.00
BH	38,018,908.00
BJ	8,023,110.00
BK	260,000.00
BL	0.00
BM	125,000.00
BN	103,000.00
BP	10,352,348.00
BU	350,000.00
BV	9,000.00
BW	84,896,852.00
BX	1,146,000.00
BY	3,880,000.00
BZ	190,000.00
KL	118,250.00
KM	192,793,000.00
KN	0.00
KQ	92,811.00
KR	0.00
KS	0.00
KT	386,017,998.00
KU	2,203,183.00

001621

KV	65,000.00
KW	20,000.00
KX	60,000.00
KY	25,000.00
KZ	25,000.00
LA	13,508.00
LB	12,500.00
LC	200,000.00
LD	7,943,648.00
LE	1,173,850.00
LF	10,000.00
LG	62,000.00
LH	400,000.00
LJ	7,476.00
LK	\$279,581,447.00
LL	\$173,798.00
LM	\$1,007,000.00
LN	\$1,095,845.00
LP	\$83,200.00

The following is an update to Modification P00174 showing a summary of funding by CLIN by ACRN through Modification P00175:

<u>CLIN</u>	<u>ACRN</u>	<u>FUNDING AMT</u>	<u>CLIN TOTAL</u>
CLIN 0001	AA	440,100.00	
CLIN 0001	AD	0.00	
			<u>440,100.00</u>
CLIN 0003	AB	2,298,235.00	
CLIN 0003	AC	17,832,987.00	
CLIN 0003	AD	0.00	
CLIN 0003	AE	7,500,000.00	
CLIN 0003	AF	3,300,000.00	
CLIN 0003	AG	17,192,400.00	
CLIN 0003	AH	700,000.00	
CLIN 0003	AM	17,045,000.00	
CLIN 0003	AN	5,800.00	
CLIN 0003	AP	20,779,000.00	
CLIN 0003	AS	0.00	
CLIN 0003	AT	6,984,678.52	
CLIN 0003	AW	100,000.00	
CLIN 0003	AY	550,000.00	
			<u>94,288,100.52</u>
CLIN 0005	BA	24,527,878.00	
CLIN 0005	BB	146,000.00	
CLIN 0005	BC	72,000.00	

001622

CLIN 0005	BD	85,000.00	
CLIN 0005	BE	100,000.00	
CLIN 0005	BF	100,000.00	
CLIN 0005	BG	1,975,321.00	
CLIN 0005	BH	38,018,908.00	
CLIN 0005	BL	0.00	
CLIN 0005	BZ	0.00	
			<u>65,025,107.00</u>
CLIN 0007AA	BP	10,352,348.00	
			<u>10,352,348.00</u>
CLIN 0009AA	AQ	45,106.00	
CLIN 0009AA	AV	0.00	
CLIN 0009AA	BK	256,545.00	
CLIN 0009AA	BM	125,000.00	
CLIN 0009AA	BN	21,315.00	
			<u>447,966.00</u>
CLIN 0009AB	AJ	200,000.00	
CLIN 0009AB	AK	85,000.00	
CLIN 0009AB	AL	45,000.00	
CLIN 0009AB	AQ	59,894.00	
CLIN 0009AB	AR	35,000.00	
CLIN 0009AB	BK	3,455.00	
CLIN 0009AB	BN	81,685.00	
CLIN 0009AB	BU	350,000.00	
CLIN 0009AB	BV	9,000.00	
			<u>869,034.00</u>
CLIN 0013	AU	7,970,000.00	
CLIN 0013	AX	3,396,000.00	
CLIN 0013	AY	0.00	
CLIN 0013	AZ	19,412,000.00	
CLIN 0013	BJ	8,023,110.00	
			<u>38,801,110.00</u>
CLIN 0017	BW	0.00	
CLIN 0017	KM	0.00	
			<u>0.00</u>
CLIN 0017AA	BY	3,880,000.00	
CLIN 0017AA	BX	1,146,000.00	
CLIN 0017AA	BW	84,896,852.00	
CLIN 0017AA	BZ	0.00	
CLIN 0017AA	KM	192,793,000.00	
CLIN 0017AA	KN	0.00	

001623

CLIN 0017AA	KQ	66,151.00	
CLIN 0017AA	KS	0.00	
CLIN 0017AA	KT	385,844,200.00	
CLIN 0017AA	KU	2,203,183.00	
CLIN 0017AA	KY	0.00	
CLIN 0017AA	LC	200,000.00	
CLIN 0017AA	LD	7,943,648.00	
CLIN 0017AA	LE	0.00	
CLIN 0017AA	LH	400,000.00	
CLIN 0017AA	LJ	7,476.00	
CLIN 0017AA	LK	279,581,447.00	
			<u>958,961,957.00</u>
CLIN 0017AB	KL	118,250.00	
			<u>118,250.00</u>
CLIN 0017AC	BZ	190,000.00	
			<u>190,000.00</u>
CLIN 0017AD	KN	0.00	
CLIN 0017AD	KS	0.00	
			<u>0.00</u>
CLIN 0017AE	LL	173,798.00	
			173,798.00
CLIN 0017AH	KT	173,798.00	
			<u>173,798.00</u>
CLIN 0020AA	KN	0.00	
CLIN 0020AA	KQ	26,660.00	
			<u>26,660.00</u>
CLIN 0021AA	KW	0.00	
			<u>0.00</u>
CLIN 0021AB	KV	0.00	
CLIN 0021AB	LB	0.00	
CLIN 0021AB	KX	0.00	
CLIN 0021AB	KY	0.00	
			<u>0.00</u>
CLIN 0021AC	KZ	0.00	
CLIN 0021AC	LA	0.00	

001624

			<u>0.00</u>
CLIN 0022	KW	0.00	<u>0.00</u>
CLIN 0023	KX	60,000.00	
CLIN 0023	KY	25,000.00	
CLIN 0023	KV	65,000.00	
CLIN 0023	LB	12,500.00	
CLIN 0023	LF	10,000.00	
			<u>172,500.00</u>
CLIN 0024	LA	13,508.00	
CLIN 0024	LG	62,000.00	
CLIN 0024	KZ	25,000.00	
CLIN 0024	KW	20,000.00	
CLIN 0024	LP	83,200.00	
			<u>203,708.00</u>
CLIN 0025	LE	1,173,850.00	
CLIN 0025	LM	1,007,000.00	
			<u>2,180,850.00</u>
CLIN 0026	LN	1,095,845.00	
			<u>1,095,845.00</u>

(End of Summary of Changes)

001625

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT CODE V	FAGE OF PAGE 1   9
2. AMENDMENT/MODIFICATION NO. P00176		3. EFFECTIVE DATE 24 FEB 09	4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (if applicable)
6. ISSUED BY [REDACTED] (b)(6)		CODE V8715M	7. ADMINISTERED BY (Indicate item 6) DCMA/WHTECH 24 APPLE HILL DRIVE MSB 2272 TRABESURY MARINE		CODE S2205A
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) RAYTHEON COMPANY 590 LOWELL ST. ANDOVER MA 01910-0800			9A. AMENDMENT OF SOLICITATION NO.		9B. DATED (SEE ITEM 11)
CODE 05716			FACILITY CODE		X 10A. MOD. OF CONTRACT/ORDER NO. DA3880-88-C-0001
					X 10B. DATED (SEE ITEM 13) 30-Jan-1999
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) by completing items 8 and 15, and returning _____ copies of this amendment; (b) by acknowledging receipt of this amendment on each copy of the offer submitted; or (c) by separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. By virtue of this amendment you desire to change an offer already submitted, such change may be made by telegraphic letter, provided such telegraphic letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA (if required) See Schedule					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as change in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).					
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Change Clause; FAR 52.232-22, "Limitation of Funds"					
D. OTHER (Specify type of modification and authority)					
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return 1 copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: [REDACTED] To increase and fund SubCLIN 0017AA in the amount of \$235,508 for the conversion of the following two (2) items from Government Furnished Equipment (GFE) to Contractor Furnished Equipment (CFE): AN/FRD-150C Base Station Adapter, RF-5802H-8002, NSN 6895-01-519-3838 and DPLEMER, DFR-1629K, NSN 5995-01-482-4411.					
Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as hereinafter changed, remain unchanged and in full force and effect.					
15A. NAME AND TITLE OF SOURCE (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)		
[REDACTED]			[REDACTED]		
15B. [REDACTED]		15C. DATE SIGNED 2-23-09	16B. [REDACTED]		16C. DATE SIGNED 24 Feb 09
(Signature of person authorized to sign)			(Signature of Contracting Officer)		

EXCEPTION TO SF 30  
APPROVED BY OIRM 11-84

30-105-04

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

001626

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

1. SECTION A - SOLICITATION/CONTRACT FORM

The total cost of this contract was increased by \$235,566.00 from \$1,665,779,228.00 to \$1,666,014,794.00\*.

\*THIS AMOUNT INCLUDES A NOT-TO-EXCEED (NTE) AMOUNT OF \$7,059,260, INCLUSIVE OF COST AND FEE, PENDING DEFINITIZATION OF MODIFICATION P00168. THIS NTE IS SUBJECT TO DOWNWARD NEGOTIATION ONLY.

2. SECTION B - SUPPLIES OR SERVICES AND PRICES

SUBCLIN 0017AA

The target cost has increased by [REDACTED]

The target profit/fee has increased by [REDACTED]

The total cost of this line item has increased by \$235,566.00 from \$1,442,422,989.00 to \$1,442,658,555.00\*.

(b)(4)

This includes a target cost of [REDACTED] capital cost of money) and a target fee of [REDACTED] which is [REDACTED] of target cost less facilities capital cost of money.

(b)(4)

\*THIS AMOUNT INCLUDES A NOT-TO-EXCEED (NTE) AMOUNT OF \$7,059,260, INCLUSIVE OF COST AND FEE, PENDING DEFINITIZATION OF MODIFICATION P00168. THIS NTE IS SUBJECT TO DOWNWARD NEGOTIATION ONLY.

The following Section B clauses are hereby revised:

B-17. INCENTIVE FEE FOR SUBCLIN 0017AA/CLIN 0018 (SEE H-19):

In accordance with FAR 52.216-7, entitled "Allowable Cost and Payments", and FAR 52.216-10, entitled "Incentive Fee", the total amount for reimbursement of cost and fee for performance under SubCLIN 0017AA/CLIN 0018 are set forth below:

Target Cost [REDACTED]  
Target Fee [REDACTED]

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

(b)(4)

(Share Ratio: Government/Contractor)

Underrun: [REDACTED] for the amount by which the total allowable cost is less than the target cost until maximum fee is attained.

Overrun: [REDACTED] for the amount by which the total allowable cost exceeds the target cost until minimum fee is attained.

(b)(4)

FAR 52.216-10, INCENTIVE, paragraph (e)(1), is stated as follows:

(e) Fee Payable.

001627

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

**B-18. TARGET COST, TARGET FEE, MINIMUM INCENTIVE FEE, MAXIMUM INCENTIVE FEE, AND INCENTIVE ARRANGEMENT FOR SUBCLIN 0017AA/CLIN 0018:**

**SUBCLIN 0017AA – (Two SDD JLENS Systems)**

- a. Target cost: [REDACTED]
- b. Target fee: [REDACTED]
- c. Minimum incentive fee: [REDACTED]
- d. Maximum incentive fee: [REDACTED]
- e. Total target cost and target fee: **\$1,442,658,555\***

(b)(4)

\* THIS AMOUNT INCLUDES A NOT-TO-EXCEED (NTE) AMOUNT OF \$7,059,260, INCLUSIVE OF COST AND FEE, PENDING DEFINITIZATION OF MODIFICATION P00168. THIS NTE IS SUBJECT TO DOWNWARD NEGOTIATION ONLY.

**3. SECTION G - CONTRACT ADMINISTRATION DATA**

**Accounting and Appropriation**

**Summary for the Payment Office**

As a result of this modification, the total funded amount for this document was increased by \$235,566.00 from \$1,173,521,131.52 to \$1,173,756,697.52.

**SUBCLIN 0017AA:**

LQ: 21 9 2040 5L 5L68 P172419E555L 255Y 4M9J731000 S01021 4M9J731000/94MJLE/4M5 was increased by \$235,566.00 from \$0.00 to \$235,566.00

The contract ACRN LQ has been added.

Target Cost, Target Fee, and Total for the above \$235,566 is distributed as follows and includes a target cost of [REDACTED] (capital cost of money) and a target incentive fee of [REDACTED] which is [REDACTED] of target cost less facilities capital cost of money. (b)(4)

Target Cost	[REDACTED]
Target Fee	[REDACTED]
Total	\$235,566

Paragraph G-6, IMPLEMENTATION OF AND EXPLANATION OF THE RELATIONSHIP OF THE LIMITATION OF FUNDS (LOF) CLAUSE TO FEE OBLIGATIONS, subparagraph c., is revised to read as follows:

**SUBCLIN 0017AA :**

	<u>PRIOR</u>	<u>THIS MODIFICATION</u>	<u>CUMULATIVE TOTAL*</u>
(1) Amount Required for Full Funding,			

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Including Fee:	\$ 1,442,422,989	\$ 235,566	\$ 1,442,658,555**
(2) Amount Allotted Under the LOF Clause for Payment of Costs:	[REDACTED]		
(3) Amount Separately Obligated for Payment of Fee:	[REDACTED]		
(4) Total Amount Allotted and Obligated:	\$ 958,961,957	\$ 235,566	\$ 959,197,523
(5) Net Amount Required for Full Funding	\$ 483,461,032	\$ 0	\$ 483,461,032

(b)(4)

\* These figures take into consideration the negotiated total value of SubCLIN 0017AA (This does not include SubCLIN 17AH).

\*\* THIS AMOUNT INCLUDES A NOT-TO-EXCEED (NTE) AMOUNT OF \$7,059,260, INCLUSIVE OF COST AND FEE, PENDING DEFINITIZATION OF MODIFICATION P00168. THIS NTE IS SUBJECT TO DOWNWARD NEGOTIATION ONLY.

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

Paragraph H-10, INCREMENTAL FUNDING OF THE CONTRACT, subparagraph c., is revised as follows:

c. Pursuant to the LIMITATION OF FUNDS clause, the sum of \$959,197,523 is presently allotted to CLIN 0017AA and available for payment to cover the work to be performed hereunder .

Paragraph H-19, INCENTIVE FEE STRUCTURE AND PAYMENT FOR CLIN 0017. SYSTEM DEVELOPMENT AND DEMONSTRATION (SDD), subparagraphs a. and b., are revised as follows:

a. General.

SubCLIN 0017AA, System Development and Demonstration (SDD), is a cost-plus-incentive-fee (CPIF) Line Item with cost and schedule incentives as described below. Paragraph H-19(b) applies only to the Cost Incentive and Paragraph H-19(c) applies only to the Schedule Incentive. The contract price amount of \$1,442,658,555\* includes a target cost of [REDACTED] which includes [REDACTED] cost and [REDACTED] facilities capital cost of money) and a target incentive fee [REDACTED] which is [REDACTED] of target cost less facilities capital cost of money.

(b)(4)

\* THIS AMOUNT INCLUDES A NOT-TO-EXCEED (NTE) AMOUNT OF \$7,059,260, INCLUSIVE OF COST AND FEE, PENDING DEFINITIZATION OF MODIFICATION P00168. THIS NTE IS SUBJECT TO DOWNWARD NEGOTIATION ONLY.

b. Cost Incentive.

(1) The target fee payable under SubCLIN 0017AA is [REDACTED] of the target cost less facilities capital cost of money [REDACTED] an amount equal to [REDACTED]

(b)(4)

(2) The maximum fee payable under SubCLIN 0017AA is [REDACTED] of the target cost less facilities capital cost of money [REDACTED] an amount equal to [REDACTED]

(3) The minimum fee payable under SubCLIN 0017AA is [REDACTED] of the target cost less facilities capital cost of money [REDACTED] an amount equal to [REDACTED]

(b)(4)

(4) Fee will be adjusted for actual cost that is less than or more than the target cost stated above using a share ratio of [REDACTED] Government / [REDACTED] Contractor for actual costs less than the target cost, and a ratio of [REDACTED] Government / [REDACTED] Contractor for actual costs greater than the target cost range applied according to Paragraph H-19(c)(1).

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(5) Nothing stated in this clause shall take precedence over the clause 52.216-10 - Incentive Fee contained in this contract.

5. The following is an update to Modification P00175 showing a summary of funding by ACRN through Modification P00176:

<u>ACRN</u>	<u>FUNDING</u>
AA	440,100.00
AB	2,298,235.00
AC	17,832,987.00
AD	0.00
AE	7,500,000.00
AF	3,300,000.00
AG	17,192,400.00
AH	700,000.00
AJ	200,000.00
AK	85,000.00
AL	45,000.00
AM	17,045,000.00
AN	5,800.00
AP	20,779,000.00
AQ	105,000.00
AR	35,000.00
AS	0.00
AT	6,984,678.52
AU	7,970,000.00
AV	0.00
AW	100,000.00
AX	3,396,000.00
AY	550,000.00
AZ	19,412,000.00
BA	24,527,878.00
BB	146,000.00
BC	72,000.00
BD	85,000.00
BE	100,000.00
BF	100,000.00
BG	1,975,321.00
BH	38,018,908.00
BJ	8,023,110.00
BK	260,000.00
BL	0.00
BM	125,000.00
BN	103,000.00
BP	10,352,348.00
BU	350,000.00
BV	9,000.00
BW	84,896,852.00
BX	1,146,000.00

001630

BY	3,880,000.00
BZ	190,000.00
KL	118,250.00
KM	192,793,000.00
KN	0.00
KQ	92,811.00
KR	0.00
KS	0.00
KT	386,017,998.00
KU	2,203,183.00
KV	65,000.00
KW	20,000.00
KX	60,000.00
KY	25,000.00
KZ	25,000.00
LA	13,508.00
LB	12,500.00
LC	200,000.00
LD	7,943,648.00
LE	1,173,850.00
LF	10,000.00
LG	62,000.00
LH	400,000.00
LJ	7,476.00
LK	\$279,581,447.00
LL	\$173,798.00
LM	\$1,007,000.00
LN	\$1,095,845.00
LP	\$83,200.00
LQ	\$235,566.00

The following is an update to Modification P00175 showing a summary of funding by CLIN by ACRN through Modification P00176:

<u>CLIN</u>	<u>ACRN</u>	<u>FUNDING AMT</u>	<u>CLIN TOTAL</u>
CLIN 0001	AA	440,100.00	
CLIN 0001	AD	0.00	
			<u>440,100.00</u>
CLIN 0003	AB	2,298,235.00	
CLIN 0003	AC	17,832,987.00	
CLIN 0003	AD	0.00	
CLIN 0003	AE	7,500,000.00	
CLIN 0003	AF	3,300,000.00	
CLIN 0003	AG	17,192,400.00	
CLIN 0003	AH	700,000.00	
CLIN 0003	AM	17,045,000.00	
CLIN 0003	AN	5,800.00	

001631

CLIN 0003	AP	20,779,000.00	
CLIN 0003	AS	0.00	
CLIN 0003	AT	6,984,678.52	
CLIN 0003	AW	100,000.00	
CLIN 0003	AY	550,000.00	
			<u>94,288,100.52</u>
CLIN 0005	BA	24,527,878.00	
CLIN 0005	BB	146,000.00	
CLIN 0005	BC	72,000.00	
CLIN 0005	BD	85,000.00	
CLIN 0005	BE	100,000.00	
CLIN 0005	BF	100,000.00	
CLIN 0005	BG	1,975,321.00	
CLIN 0005	BH	38,018,908.00	
CLIN 0005	BL	0.00	
CLIN 0005	BZ	0.00	
			<u>65,025,107.00</u>
CLIN 0007AA	BP	10,352,348.00	
			<u>10,352,348.00</u>
CLIN 0009AA	AQ	45,106.00	
CLIN 0009AA	AV	0.00	
CLIN 0009AA	BK	256,545.00	
CLIN 0009AA	BM	125,000.00	
CLIN 0009AA	BN	21,315.00	
			<u>447,966.00</u>
CLIN 0009AB	AJ	200,000.00	
CLIN 0009AB	AK	85,000.00	
CLIN 0009AB	AL	45,000.00	
CLIN 0009AB	AQ	59,894.00	
CLIN 0009AB	AR	35,000.00	
CLIN 0009AB	BK	3,455.00	
CLIN 0009AB	BN	81,685.00	
CLIN 0009AB	BU	350,000.00	
CLIN 0009AB	BV	9,000.00	
			<u>869,034.00</u>
CLIN 0013	AU	7,970,000.00	
CLIN 0013	AX	3,396,000.00	
CLIN 0013	AY	0.00	
CLIN 0013	AZ	19,412,000.00	
CLIN 0013	BJ	8,023,110.00	
			<u>38,801,110.00</u>

001632

CLIN 0017	BW	0.00	
CLIN 0017	KM	0.00	
			<u>0.00</u>
CLIN 0017AA	BY	3,880,000.00	
CLIN 0017AA	BX	1,146,000.00	
CLIN 0017AA	BW	84,896,852.00	
CLIN 0017AA	BZ	0.00	
CLIN 0017AA	KM	192,793,000.00	
CLIN 0017AA	KN	0.00	
CLIN 0017AA	KQ	66,151.00	
CLIN 0017AA	KS	0.00	
CLIN 0017AA	KT	385,844,200.00	
CLIN 0017AA	KU	2,203,183.00	
CLIN 0017AA	KY	0.00	
CLIN 0017AA	LC	200,000.00	
CLIN 0017AA	LD	7,943,648.00	
CLIN 0017AA	LE	0.00	
CLIN 0017AA	LH	400,000.00	
CLIN 0017AA	LJ	7,476.00	
CLIN 0017AA	LK	279,581,447.00	
CLIN 0017AA	LQ	235,566.00	
			<u>959,197,523.00</u>
CLIN 0017AB	KL	118,250.00	
			<u>118,250.00</u>
CLIN 0017AC	BZ	190,000.00	
			<u>190,000.00</u>
CLIN 0017AD	KN	0.00	
CLIN 0017AD	KS	0.00	
			<u>0.00</u>
CLIN 0017AE	LL	173,798.00	
			173,798.00
CLIN 0017AH	KT	173,798.00	
			<u>173,798.00</u>
CLIN 0020AA	KN	0.00	
CLIN 0020AA	KQ	26,660.00	
			<u>26,660.00</u>
CLIN 0021AA	KW	0.00	

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			<u>0.00</u>
CLIN 0021AB	KV	0.00	
CLIN 0021AB	LB	0.00	
CLIN 0021AB	KX	0.00	
CLIN 0021AB	KY	0.00	
			<u>0.00</u>
CLIN 0021AC	KZ	0.00	
CLIN 0021AC	LA	0.00	
			<u>0.00</u>
CLIN 0022	KW	0.00	
			<u>0.00</u>
CLIN 0023	KX	60,000.00	
CLIN 0023	KY	25,000.00	
CLIN 0023	KV	65,000.00	
CLIN 0023	LB	12,500.00	
CLIN 0023	LF	10,000.00	
			<u>172,500.00</u>
CLIN 0024	LA	13,508.00	
CLIN 0024	LG	62,000.00	
CLIN 0024	KZ	25,000.00	
CLIN 0024	KW	20,000.00	
CLIN 0024	LP	83,200.00	
			<u>203,708.00</u>
CLIN 0025	LE	1,173,850.00	
CLIN 0025	LM	1,007,000.00	
			<u>2,180,850.00</u>
CLIN 0026	LN	1,095,845.00	
			<u>1,095,845.00</u>

(End of Summary of Changes)

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AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE	PAGE OF PAGES
				V	1   8
2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (Applicable)	
PO0177	24 FEB 09				
6. ISSUED BY	CODE	7. ADMINISTERED BY (Other than item 6)		CODE	
NAVY BRANCH & MISSILE DEFENSE COMMAND HUNTSVILLE AL 35894	NSM13SM	COMBAT/AVIATION BRATTLENECK DEFENSE S&S OFFICE TENTH MILITARY MAIL GROUP		S2206A	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)				9A. AMENDMENT OF SOLICITATION NO.	
RAYTHEON COMPANY 380 DOWELL ST. ANDOVER MA 01910-4200					
				9B. DATED (SEE ITEM 11)	
				X 10A. MOD. OF CONTRACT/ORDER NO. DASG00-98-C-0001	
				X 10B. DATED (SEE ITEM 13) 30-Jan-1999	
CODE 05716		FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must 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 number. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided such telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA (If required)					
See Schedule					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).					
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.232-22, "Limitation of Funds" and FAR 6.302-1					
D. OTHER (Specify type of modification and authority)					
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return 1 copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: [REDACTED] To increase CLN 0023 in the amount of \$131,725 and provide incremental funding in the amount of \$125,000 for construction of [REDACTED]					
(b)(6) (b)(3)(A) (i) & Title 10 Sec 130 (a)(b)					
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remain unchanged and in full force and effect.					
15A. [REDACTED]	15B. NAME AND TITLE OF CONTRACTING OFFICER		[REDACTED]		
15C. DATE SIGNED		15D. [REDACTED]		15E. DATE SIGNED	
[REDACTED]		203-09		24 Feb-09	
(Signature of person authorized to sign)		(Signature of Contracting Officer)			

EXCEPTION TO SF 30  
APPROVED BY OIRM 11-84

30-105-04

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

001635

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

1. SECTION A - SOLICITATION/CONTRACT FORM

The total cost of this contract was increased by \$131,725.00 from \$1,666,014,794.00 to \$1,666,146,519.00\*.

\*THIS AMOUNT INCLUDES A NOT-TO-EXCEED (NTE) AMOUNT OF \$7,059,260, INCLUSIVE OF COST AND FEE, PENDING DEFINITIZATION OF MODIFICATION P00168. THIS NTE IS SUBJECT TO DOWNWARD NEGOTIATION ONLY.

2. SECTION B - SUPPLIES OR SERVICES AND PRICES

CLIN 0023

The estimated/max cost has increased by [REDACTED]  
The fixed fee has increased by [REDACTED]  
The total cost of this line item has increased by \$131,725.00 from \$165,775.00 to \$297,500.00.

(b)(4)

SUBCLIN 002306 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
002306	Funding for CLIN 0023, CPFF FOB: Destination	[REDACTED]			(b)(3)(A)(i)&Title 10 Sec 130 (a)(b)
	ACRN LQ CIN: 00000000000000000000000000000000				\$125,000.00

3. SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by \$125,000.00 from \$1,173,756,697.52 to \$1,173,881,697.52.

SUBCLIN 002306:

Funding on SUBCLIN 002306 is initiated as follows:

ACRN: LR

CIN: 00000000000000000000000000000000

Acctng Data: 9790400 1202 189 JT01 606051 600008 59233 65126J 667100 FSR: 037441 PSR: E07381 DSR 165386 F67100

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Increase: \$125,000.00

Total: \$125,000.00

4. The following is an update to Modification P00176 showing a summary of funding by ACRN through Modification P00177:

<u>ACRN</u>	<u>FUNDING</u>
AA	440,100.00
AB	2,298,235.00
AC	17,832,987.00
AD	0.00
AE	7,500,000.00
AF	3,300,000.00
AG	17,192,400.00
AH	700,000.00
AJ	200,000.00
AK	85,000.00
AL	45,000.00
AM	17,045,000.00
AN	5,800.00
AP	20,779,000.00
AQ	105,000.00
AR	35,000.00
AS	0.00
AT	6,984,678.52
AU	7,970,000.00
AV	0.00
AW	100,000.00
AX	3,396,000.00
AY	550,000.00
AZ	19,412,000.00
BA	24,527,878.00
BB	146,000.00
BC	72,000.00
BD	85,000.00
BE	100,000.00
BF	100,000.00
BG	1,975,321.00
BH	38,018,908.00
BJ	8,023,110.00
BK	260,000.00
BL	0.00
BM	125,000.00
BN	103,000.00
BP	10,352,348.00
BU	350,000.00

001637

BV	9,000.00
BW	84,896,852.00
BX	1,146,000.00
BY	3,880,000.00
BZ	190,000.00
KL	118,250.00
KM	192,793,000.00
KN	0.00
KQ	92,811.00
KR	0.00
KS	0.00
KT	386,017,998.00
KU	2,203,183.00
KV	65,000.00
KW	20,000.00
KX	60,000.00
KY	25,000.00
KZ	25,000.00
LA	13,508.00
LB	12,500.00
LC	200,000.00
LD	7,943,648.00
LE	1,173,850.00
LF	10,000.00
LG	62,000.00
LH	400,000.00
LJ	7,476.00
LK	\$279,581,447.00
LL	\$173,798.00
LM	\$1,007,000.00
LN	\$1,095,845.00
LP	\$83,200.00
LQ	\$235,566.00
LR	\$125,000.00

The following is an update to Modification P00176 showing a summary of funding by CLIN by ACRN through Modification P00177:

<u>CLIN</u>	<u>ACRN</u>	<u>FUNDING AMT</u>	<u>CLIN TOTAL</u>
CLIN 0001	AA	440,100.00	
CLIN 0001	AD	0.00	
			<u>440,100.00</u>
CLIN 0003	AB	2,298,235.00	
CLIN 0003	AC	17,832,987.00	
CLIN 0003	AD	0.00	
CLIN 0003	AE	7,500,000.00	
CLIN 0003	AF	3,300,000.00	

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CLIN 0003	AG	17,192,400.00
CLIN 0003	AH	700,000.00
CLIN 0003	AM	17,045,000.00
CLIN 0003	AN	5,800.00
CLIN 0003	AP	20,779,000.00
CLIN 0003	AS	0.00
CLIN 0003	AT	6,984,678.52
CLIN 0003	AW	100,000.00
CLIN 0003	AY	550,000.00
		<u>94,288,100.52</u>

CLIN 0005	BA	24,527,878.00
CLIN 0005	BB	146,000.00
CLIN 0005	BC	72,000.00
CLIN 0005	BD	85,000.00
CLIN 0005	BE	100,000.00
CLIN 0005	BF	100,000.00
CLIN 0005	BG	1,975,321.00
CLIN 0005	BH	38,018,908.00
CLIN 0005	BL	0.00
CLIN 0005	BZ	0.00
		<u>65,025,107.00</u>

CLIN 0007AA	BP	10,352,348.00
		<u>10,352,348.00</u>

CLIN 0009AA	AQ	45,106.00
CLIN 0009AA	AV	0.00
CLIN 0009AA	BK	256,545.00
CLIN 0009AA	BM	125,000.00
CLIN 0009AA	BN	21,315.00
		<u>447,966.00</u>

CLIN 0009AB	AJ	200,000.00
CLIN 0009AB	AK	85,000.00
CLIN 0009AB	AL	45,000.00
CLIN 0009AB	AQ	59,894.00
CLIN 0009AB	AR	35,000.00
CLIN 0009AB	BK	3,455.00
CLIN 0009AB	BN	81,685.00
CLIN 0009AB	BU	350,000.00
CLIN 0009AB	BV	9,000.00
		<u>869,034.00</u>

CLIN 0013	AU	7,970,000.00
CLIN 0013	AX	3,396,000.00
CLIN 0013	AY	0.00

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CLIN 0013	AZ	19,412,000.00	
CLIN 0013	BJ	8,023,110.00	
			<u>38,801,110.00</u>
CLIN 0017	BW	0.00	
CLIN 0017	KM	0.00	
			<u>0.00</u>
CLIN 0017AA	BY	3,880,000.00	
CLIN 0017AA	BX	1,146,000.00	
CLIN 0017AA	BW	84,896,852.00	
CLIN 0017AA	BZ	0.00	
CLIN 0017AA	KM	192,793,000.00	
CLIN 0017AA	KN	0.00	
CLIN 0017AA	KQ	66,151.00	
CLIN 0017AA	KS	0.00	
CLIN 0017AA	KT	385,844,200.00	
CLIN 0017AA	KU	2,203,183.00	
CLIN 0017AA	KY	0.00	
CLIN 0017AA	LC	200,000.00	
CLIN 0017AA	LD	7,943,648.00	
CLIN 0017AA	LE	0.00	
CLIN 0017AA	LH	400,000.00	
CLIN 0017AA	LJ	7,476.00	
CLIN 0017AA	LK	279,581,447.00	
CLIN 0017AA	LQ	235,566.00	
			<u>959,197,523.00</u>
CLIN 0017AB	KL	118,250.00	
			<u>118,250.00</u>
CLIN 0017AC	BZ	190,000.00	
			<u>190,000.00</u>
CLIN 0017AD	KN	0.00	
CLIN 0017AD	KS	0.00	
			<u>0.00</u>
CLIN 0017AE	LL	173,798.00	
			173,798.00
CLIN 0017AH	KT	173,798.00	
			<u>173,798.00</u>
CLIN 0020AA	KN	0.00	

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CLIN 0020AA	KQ	26,660.00	<u>26,660.00</u>
CLIN 0021AA	KW	0.00	<u>0.00</u>
CLIN 0021AB	KV	0.00	
CLIN 0021AB	LB	0.00	
CLIN 0021AB	KX	0.00	
CLIN 0021AB	KY	0.00	<u>0.00</u>
CLIN 0021AC	KZ	0.00	
CLIN 0021AC	LA	0.00	<u>0.00</u>
CLIN 0022	KW	0.00	<u>0.00</u>
CLIN 0023	KX	60,000.00	
CLIN 0023	KY	25,000.00	
CLIN 0023	KV	65,000.00	
CLIN 0023	LB	12,500.00	
CLIN 0023	LF	10,000.00	
CLIN 0023	LR	\$125,000.00	<u>297,500.00</u>
CLIN 0024	LA	13,508.00	
CLIN 0024	LG	62,000.00	
CLIN 0024	KZ	25,000.00	
CLIN 0024	KW	20,000.00	
CLIN 0024	LP	83,200.00	<u>203,708.00</u>
CLIN 0025	LE	1,173,850.00	
CLIN 0025	LM	1,007,000.00	<u>2,180,850.00</u>
CLIN 0026	LN	1,095,845.00	<u>1,095,845.00</u>

(End of Summary of Changes)

001641

001642

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

V | 1 | 7

AMENDMENT/MODIFICATION NO. 0178	3. EFFECTIVE DATE 24-Feb-2009	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (if applicable)
6. ISSUED BY U.S. ARMY SPACE & MISSILE DEFENSE COMMAND HUNTSVILLE AL (b)(6)	CODE W9113M	7. ADMINISTERED BY (If other than item 6) DCMA RAYTHEON 50 APPLE HILL DRIVE M/S T2FR2 TEWKSBURY MA 01876	CODE S2205A

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) RAYTHEON COMPANY 350 LOWELL ST. ANDOVER MA 01810-4400	9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED (SEE ITEM 11)
	X 10A. MOD. OF CONTRACT/ORDER NO. DASG60-98-C-0001
	X 10B. DATED (SEE ITEM 13) 30-Jan-1998

CODE 05716 FACILITY CODE

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

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

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

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

See Schedule

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

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

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

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

X D. OTHER (Specify type of modification and authority)  
UNILATERAL: FAR 52.232-22, "Limitation of Funds"

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

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

Modification Control Number: (b)(6)  
To incrementally fund CLIN 0025 in the amount of \$220,200.

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

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) (b)(6)
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	16B. UNITED STATES OF AMERICA BY (Signature of Contracting Officer)
15C. DATE SIGNED	16C. DATE SIGNED 24-Feb-2009

EXCEPTION TO SF 30

30 105 04

STANDARD FORM 30 (Rev. 10-83)

001643

**SUMMARY OF CHANGES**

**1. SECTION G - CONTRACT ADMINISTRATION DATA**

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by \$220,200.00 from \$1,173,881,697.52 to \$1,174,101,89752.

SUBCLIN 002502:

LM: 21 9 2040 5L 5L68 P172419E555L 255Y 4M9J730200 S01021 4M9J730200/94MJLE/4M5 (CIN 00000000000000000000000000000000) was increased by \$220,200.00 from \$1,007,000.00 to \$1,227,200.00

Target Cost, Target Fee, and Total for the above \$220,200 increase is distributed as follows and includes a target cost of [REDACTED] (facilities capital cost of money) and a target incentive fee of [REDACTED] (b)(4) of target cost less facilities capital cost of money.

Target Cost	[REDACTED]
Target Fee	[REDACTED]
Total	\$220,200

(b)(4)

**IMPLEMENTATION OF AND EXPLANATION OF THE RELATIONSHIP OF THE LIMITATION OF FUNDS (LOF) CLAUSE TO FEE OBLIGATIONS, is revised as follows:**

SUBCLIN 0025 :

	<u>PRIOR</u>	<u>THIS MODIFICATION</u>	<u>CUMULATIVE TOTAL</u>
(1) Amount Required for Full Funding, Including Fee:	\$6,718,379	\$ 0	\$6,718,379
(2) Amount Allotted Under the LOF Clause for Payment of Costs:	[REDACTED]	[REDACTED]	[REDACTED]
(3) Amount Separately Obligated for Payment of Fee:	[REDACTED]	[REDACTED]	[REDACTED]
(4) Total Amount Allotted and Obligated:	\$2,180,850	\$220,200	\$2,401,050
(5) Net Amount Required for Full Funding	\$4,537,529	(\$220,200)	\$4,317,329

(b)(4)

**2. SECTION H – SPECIAL CONTRACT REQUIREMENTS**

INCREMENTAL FUNDING OF THE CONTRACT, is revised as follows:

Pursuant to the LIMITATION OF FUNDS clause, the sum of \$2,401,050 is presently allotted to CLIN 0025 and available for payment to cover the work to be performed hereunder.

3. The following is an update to Modification P00177 showing a summary of funding by ACRN through Modification P00178:

001644



ACRNFUNDING

AA	440,100.00
AB	2,298,235.00
AC	17,832,987.00
AD	0.00
AE	7,500,000.00
AF	3,300,000.00
AG	17,192,400.00
AH	700,000.00
AJ	200,000.00
AK	85,000.00
AL	45,000.00
AM	17,045,000.00
AN	5,800.00
AP	20,779,000.00
AQ	105,000.00
AR	35,000.00
AS	0.00
AT	6,984,678.52
AU	7,970,000.00
AV	0.00
AW	100,000.00
AX	3,396,000.00
AY	550,000.00
AZ	19,412,000.00
BA	24,527,878.00
BB	146,000.00
BC	72,000.00
BD	85,000.00
BE	100,000.00
BF	100,000.00
BG	1,975,321.00
BH	38,018,908.00
BJ	8,023,110.00
BK	260,000.00
BL	0.00
BM	125,000.00
BN	103,000.00
BP	10,352,348.00
BU	350,000.00
BV	9,000.00
BW	84,896,852.00
BX	1,146,000.00
BY	3,880,000.00
BZ	190,000.00
KL	118,250.00
KM	192,793,000.00
KN	0.00
KQ	92,811.00

001645

KR	0.00
KS	0.00
KT	386,017,998.00
KU	2,203,183.00
KV	65,000.00
KW	20,000.00
KX	60,000.00
KY	25,000.00
KZ	25,000.00
LA	13,508.00
LB	12,500.00
LC	200,000.00
LD	7,943,648.00
LE	1,173,850.00
LF	10,000.00
LG	62,000.00
LH	400,000.00
LJ	7,476.00
LK	\$279,581,447.00
LL	\$173,798.00
LM	\$1,227,200.00
LN	\$1,095,845.00
LP	\$83,200.00
LQ	\$235,566.00
LR	\$125,000.00

4. The following is an update to Modification P00177 showing a summary of funding by CLIN by ACRN through Modification P00178:

<u>CLIN</u>	<u>ACRN</u>	<u>FUNDING AMT</u>	<u>CLIN TOTAL</u>
CLIN 0001	AA	440,100.00	
CLIN 0001	AD	0.00	
			<u>440,100.00</u>
CLIN 0003	AB	2,298,235.00	
CLIN 0003	AC	17,832,987.00	
CLIN 0003	AD	0.00	
CLIN 0003	AE	7,500,000.00	
CLIN 0003	AF	3,300,000.00	
CLIN 0003	AG	17,192,400.00	
CLIN 0003	AH	700,000.00	
CLIN 0003	AM	17,045,000.00	
CLIN 0003	AN	5,800.00	
CLIN 0003	AP	20,779,000.00	
CLIN 0003	AS	0.00	
CLIN 0003	AT	6,984,678.52	
CLIN 0003	AW	100,000.00	
CLIN 0003	AY	550,000.00	

001646

		<u>94,288,100.52</u>
CLIN 0005	BA	24,527,878.00
CLIN 0005	BB	146,000.00
CLIN 0005	BC	72,000.00
CLIN 0005	BD	85,000.00
CLIN 0005	BE	100,000.00
CLIN 0005	BF	100,000.00
CLIN 0005	BG	1,975,321.00
CLIN 0005	BH	38,018,908.00
CLIN 0005	BL	0.00
CLIN 0005	BZ	0.00
		<u>65,025,107.00</u>
CLIN 0007AA	BP	10,352,348.00
		<u>10,352,348.00</u>
CLIN 0009AA	AQ	45,106.00
CLIN 0009AA	AV	0.00
CLIN 0009AA	BK	256,545.00
CLIN 0009AA	BM	125,000.00
CLIN 0009AA	BN	21,315.00
		<u>447,966.00</u>
CLIN 0009AB	AJ	200,000.00
CLIN 0009AB	AK	85,000.00
CLIN 0009AB	AL	45,000.00
CLIN 0009AB	AQ	59,894.00
CLIN 0009AB	AR	35,000.00
CLIN 0009AB	BK	3,455.00
CLIN 0009AB	BN	81,685.00
CLIN 0009AB	BU	350,000.00
CLIN 0009AB	BV	9,000.00
		<u>869,034.00</u>
CLIN 0013	AU	7,970,000.00
CLIN 0013	AX	3,396,000.00
CLIN 0013	AY	0.00
CLIN 0013	AZ	19,412,000.00
CLIN 0013	BJ	8,023,110.00
		<u>38,801,110.00</u>
CLIN 0017	BW	0.00
CLIN 0017	KM	0.00
		<u>0.00</u>

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CLIN 0017AA	BY	3,880,000.00	
CLIN 0017AA	BX	1,146,000.00	
CLIN 0017AA	BW	84,896,852.00	
CLIN 0017AA	BZ	0.00	
CLIN 0017AA	KM	192,793,000.00	
CLIN 0017AA	KN	0.00	
CLIN 0017AA	KQ	66,151.00	
CLIN 0017AA	KS	0.00	
CLIN 0017AA	KT	385,844,200.00	
CLIN 0017AA	KU	2,203,183.00	
CLIN 0017AA	KY	0.00	
CLIN 0017AA	LC	200,000.00	
CLIN 0017AA	LD	7,943,648.00	
CLIN 0017AA	LE	0.00	
CLIN 0017AA	LH	400,000.00	
CLIN 0017AA	LJ	7,476.00	
CLIN 0017AA	LK	279,581,447.00	
CLIN 0017AA	LQ	235,566.00	
			<u>959,197,523.00</u>
CLIN 0017AB	KL	118,250.00	
			<u>118,250.00</u>
CLIN 0017AC	BZ	190,000.00	
			<u>190,000.00</u>
CLIN 0017AD	KN	0.00	
CLIN 0017AD	KS	0.00	
			<u>0.00</u>
CLIN 0017AE	LL	173,798.00	
			173,798.00
CLIN 0017AH	KT	173,798.00	
			<u>173,798.00</u>
CLIN 0020AA	KN	0.00	
CLIN 0020AA	KQ	26,660.00	
			<u>26,660.00</u>
CLIN 0021AA	KW	0.00	
			<u>0.00</u>
CLIN 0021AB	KV	0.00	
CLIN 0021AB	LB	0.00	

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CLIN 0021AB	KX	0.00	
CLIN 0021AB	KY	0.00	
			<u>0.00</u>
CLIN 0021AC	KZ	0.00	
CLIN 0021AC	LA	0.00	
			<u>0.00</u>
CLIN 0022	KW	0.00	
			<u>0.00</u>
CLIN 0023	KX	60,000.00	
CLIN 0023	KY	25,000.00	
CLIN 0023	KV	65,000.00	
CLIN 0023	LB	12,500.00	
CLIN 0023	LF	10,000.00	
CLIN 0023	LR	\$125,000.00	
			<u>297,500.00</u>
CLIN 0024	LA	13,508.00	
CLIN 0024	LG	62,000.00	
CLIN 0024	KZ	25,000.00	
CLIN 0024	KW	20,000.00	
CLIN 0024	LP	83,200.00	
			<u>203,708.00</u>
CLIN 0025	LE	1,173,850.00	
CLIN 0025	LM	1,227,200.00	
			<u>2,401,050.00</u>
CLIN 0026	LN	1,095,845.00	
			<u>1,095,845.00</u>

(End of Summary of Changes)

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4. ISSUED BY ARMY SPACE & MISSILE DEFENSE COMMAND HUNTSVILLE AL 35897	CODE W9113M	7. ADMINISTERED BY (If other than item 6) DCMA RAYTHEON 50 APPLE HILL DRIVE M/S 12FR2 TEMPLESBURY MA 01878	CODE S2205A
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8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) RAYTHEON COMPANY 350 LOWELL ST. ANDOVER MA 01810-4400	9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED (SEE ITEM 11)
	X 10A. MOD. OF CONTRACT/ORDER NO. DASG60-98-C-0001
	X 10B. DATED (SEE ITEM 13) 30-Jan-1998

CODE 05716 FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)  
See Schedule

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

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

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

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

D. OTHER (Specify type of modification and authority)

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

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
Modification Control Number: \_\_\_\_\_ (b)(6)  
To definitize change order modification F00168.

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

15A. _____	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) _____
15B. _____	16B. _____
15C. DATE SIGNED 2-25-09	16C. DATE SIGNED 26 Feb 09
(Signature of person authorized to sign)	(Signature of Contracting Officer)

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SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

1. SECTION A - SOLICITATION/CONTRACT FORM

The total cost of this contract was decreased by \$629,644.00 from \$1,666,146,519.00 to \$1,665,516,875.00.

2. SECTION B - SUPPLIES OR SERVICES AND PRICES

SUBCLIN 0017AA

The target cost has decreased by [REDACTED] (b)(4)

The target profit/fee has decreased by [REDACTED]

The total cost of this line item has decreased by \$629,644.00 from \$1,442,658,555.00 to \$1,442,028,911.00.

This includes a decrease in target cost of [REDACTED] (facilities capital cost of money) and a decrease in target fee of [REDACTED] which is [REDACTED] of target cost less facilities capital cost of money. (b)(4)

The following Section B clauses are hereby revised:

B-17. INCENTIVE FEE FOR SUBCLIN 0017AA/CLIN 0018 (SEE H-19):

In accordance with FAR 52.216-7, entitled "Allowable Cost and Payments", and FAR 52.216-10, entitled "Incentive Fee", the total amount for reimbursement of cost and fee for performance under SubCLIN 0017AA/CLIN 0018 are set forth below:

Target Cost [REDACTED]  
Target Fee [REDACTED] (b)(4)

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

(Share Ratio: Government/Contractor)

Underrun: [REDACTED] for the amount by which the total allowable cost is less than the target cost until maximum fee is attained. (b)(4)

Overrun: [REDACTED] for the amount by which the total allowable cost exceeds the target cost until minimum fee is attained.

FAR 52.216-10, INCENTIVE, paragraph (e)(1), is stated as follows:

(e) Fee Payable.

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

B-18. TARGET COST, TARGET FEE, MINIMUM INCENTIVE FEE, MAXIMUM INCENTIVE FEE, AND INCENTIVE ARRANGEMENT FOR SUBCLIN 0017AA/CLIN 0018:

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SUBCLIN 0017AA – (Two SDD JLENS Systems)

- a. Target cost: [REDACTED]
- b. Target fee: [REDACTED]
- c. Minimum incentive fee: [REDACTED]
- d. Maximum incentive fee: [REDACTED]
- e. Total target cost and target fee: **\$1,442,028,911**

(b)(4)

**3. SECTION G - CONTRACT ADMINISTRATION DATA**

**Accounting and Appropriation**

**Summary for the Payment Office**

As a result of this modification, the total funded amount for this document was increased by \$6,429,616.00 from \$1,174,101,897.52 to \$1,180,531,513.52.

**SUBCLIN 0017AA:**

KT: 21 8 2040 5L 5L68 P172419E555L 255Y 4M8J710600 S01021 4M8J710600/84MJLE/4M5 was increased by \$360,000.00 from \$385,844,200.00 to \$386,204,200.00

LS: 21 9 2040 5L 5L68 P172419E555L 255Y 4M9J731110 S01021 4M9J731110/94MJLE/4M5 was increased by \$6,069,616.00 from \$0.00 to \$6,069,616.00

The contract ACRN LS has been added.

Target Cost, Target Fee, and Total for the above \$6,429,616 is distributed as follows and includes a target cost of [REDACTED] facilities capital cost of money) and a target incentive fee of [REDACTED] which [REDACTED] of target cost less facilities capital cost of money.

(b)(4)

Target Cost	[REDACTED]
Target Fee	[REDACTED]
Total	\$6,429,616

Paragraph G-6, IMPLEMENTATION OF AND EXPLANATION OF THE RELATIONSHIP OF THE LIMITATION OF FUNDS (LOF) CLAUSE TO FEE OBLIGATIONS, subparagraph c., is revised to read as follows:

**SUBCLIN 0017AA :**

	<u>PRIOR</u>	<u>THIS MODIFICATION</u>	<u>CUMULATIVE TOTAL*</u>
(1) Amount Required for Full Funding, Including Fee:	\$ 1,442,658,555	(\$ 629,644)	\$ 1,442,028,911
(2) Amount Allotted Under the LOF Clause for Payment of Costs:	[REDACTED]	[REDACTED]	[REDACTED]
(3) Amount Separately Obligated for Payment of Fee:	[REDACTED]	[REDACTED]	[REDACTED]
(4) Total Amount Allotted and Obligated:	\$ 959,197,523	\$6,429,616	\$ 965,627,139
(5) Net Amount Required for Full Funding	\$ 483,461,032	(\$7,059,260)	\$ 476,401,772

(b)(4)

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\* These figures take into consideration the negotiated total value of SubCLIN 0017AA (This does not include SubCLIN 17AH).

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

Paragraph H-10, INCREMENTAL FUNDING OF THE CONTRACT, subparagraph c., is revised as follows:

c. Pursuant to the LIMITATION OF FUNDS clause, the sum of \$965,627,139 is presently allotted to CLIN 0017AA and available for payment to cover the work to be performed hereunder .

Paragraph H-19, INCENTIVE FEE STRUCTURE AND PAYMENT FOR CLIN 0017, SYSTEM DEVELOPMENT AND DEMONSTRATION (SDD), subparagraphs a. and b., are revised as follows:

a. General.

SubCLIN 0017AA, System Development and Demonstration (SDD), is a cost-plus-incentive-fee (CPIF) Line Item with cost and schedule incentives as described below. Paragraph H-19(b) applies only to the Cost Incentive and Paragraph H-19(c) applies only to the Schedule Incentive. The contract price amount of \$1,442,028,911 includes a target cost of [REDACTED] which includes [REDACTED] of cost and [REDACTED] facilities capital cost of money) and a target incentive fee of [REDACTED] which is [REDACTED] target cost less facilities capital cost of money. (b)(4)

b. Cost Incentive.

(1) The target fee payable under SubCLIN 0017AA is [REDACTED] of the target cost less facilities capital cost of money [REDACTED] an amount equal to [REDACTED] (b)(4)

(2) The maximum fee payable under SubCLIN 0017AA is [REDACTED] of the target cost less facilities capital cost of money [REDACTED] an amount equal to [REDACTED]

(3) The minimum fee payable under SubCLIN 0017AA is [REDACTED] of the target cost less facilities capital cost of money [REDACTED] an amount equal to [REDACTED] (b)(4)

(4) Fee will be adjusted for actual cost that is less than or more than the target cost stated above using a share ratio of [REDACTED] Government / [REDACTED] Contractor for actual costs less than the target cost, and a ratio of [REDACTED] Government / [REDACTED] Contractor for actual costs greater than the target cost range applied according to Paragraph H-19(c)(1). (b)(4)

(5) Nothing stated in this clause shall take precedence over the clause 52.216-10 - Incentive Fee contained in this contract.

5. The following is an update to Modification P00178 showing a summary of funding by ACRN through Modification P00179:

<u>ACRN</u>	<u>FUNDING</u>
AA	440,100.00
AB	2,298,235.00
AC	17,832,987.00
AD	0.00
AE	7,500,000.00
AF	3,300,000.00
AG	17,192,400.00
AH	700,000.00

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AJ	200,000.00
AK	85,000.00
AL	45,000.00
AM	17,045,000.00
AN	5,800.00
AP	20,779,000.00
AQ	105,000.00
AR	35,000.00
AS	0.00
AT	6,984,678.52
AU	7,970,000.00
AV	0.00
AW	100,000.00
AX	3,396,000.00
AY	550,000.00
AZ	19,412,000.00
BA	24,527,878.00
BB	146,000.00
BC	72,000.00
BD	85,000.00
BE	100,000.00
BF	100,000.00
BG	1,975,321.00
BH	38,018,908.00
BJ	8,023,110.00
BK	260,000.00
BL	0.00
BM	125,000.00
BN	103,000.00
BP	10,352,348.00
BU	350,000.00
BV	9,000.00
BW	84,896,852.00
BX	1,146,000.00
BY	3,880,000.00
BZ	190,000.00
KL	118,250.00
KM	192,793,000.00
KN	0.00
KQ	92,811.00
KR	0.00
KS	0.00
KT	386,377,998.00
KU	2,203,183.00
KV	65,000.00
KW	20,000.00
KX	60,000.00
KY	25,000.00
KZ	25,000.00
LA	13,508.00

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LB	12,500.00
LC	200,000.00
LD	7,943,648.00
LE	1,173,850.00
LF	10,000.00
LG	62,000.00
LH	400,000.00
LJ	7,476.00
LK	\$279,581,447.00
LL	\$173,798.00
LM	\$1,227,200.00
LN	\$1,095,845.00
LP	\$83,200.00
LQ	\$235,566.00
LR	\$125,000.00
LS	\$6,069,616.00

6. The following is an update to Modification P00178 showing a summary of funding by CLIN by ACRN through Modification P00179:

<u>CLIN</u>	<u>ACRN</u>	<u>FUNDING AMT</u>	<u>CLIN TOTAL</u>
CLIN 0001	AA	440,100.00	
CLIN 0001	AD	0.00	
			<u>440,100.00</u>
CLIN 0003	AB	2,298,235.00	
CLIN 0003	AC	17,832,987.00	
CLIN 0003	AD	0.00	
CLIN 0003	AE	7,500,000.00	
CLIN 0003	AF	3,300,000.00	
CLIN 0003	AG	17,192,400.00	
CLIN 0003	AH	700,000.00	
CLIN 0003	AM	17,045,000.00	
CLIN 0003	AN	5,800.00	
CLIN 0003	AP	20,779,000.00	
CLIN 0003	AS	0.00	
CLIN 0003	AT	6,984,678.52	
CLIN 0003	AW	100,000.00	
CLIN 0003	AY	550,000.00	
			<u>94,288,100.52</u>
CLIN 0005	BA	24,527,878.00	
CLIN 0005	BB	146,000.00	
CLIN 0005	BC	72,000.00	
CLIN 0005	BD	85,000.00	
CLIN 0005	BE	100,000.00	
CLIN 0005	BF	100,000.00	

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CLIN 0005	BG	1,975,321.00	
CLIN 0005	BH	38,018,908.00	
CLIN 0005	BL	0.00	
CLIN 0005	BZ	0.00	
			<u>65,025,107.00</u>
CLIN 0007AA	BP	10,352,348.00	
			<u>10,352,348.00</u>
CLIN 0009AA	AQ	45,106.00	
CLIN 0009AA	AV	0.00	
CLIN 0009AA	BK	256,545.00	
CLIN 0009AA	BM	125,000.00	
CLIN 0009AA	BN	21,315.00	
			<u>447,966.00</u>
CLIN 0009AB	AJ	200,000.00	
CLIN 0009AB	AK	85,000.00	
CLIN 0009AB	AL	45,000.00	
CLIN 0009AB	AQ	59,894.00	
CLIN 0009AB	AR	35,000.00	
CLIN 0009AB	BK	3,455.00	
CLIN 0009AB	BN	81,685.00	
CLIN 0009AB	BU	350,000.00	
CLIN 0009AB	BV	9,000.00	
			<u>869,034.00</u>
CLIN 0013	AU	7,970,000.00	
CLIN 0013	AX	3,398,000.00	
CLIN 0013	AY	0.00	
CLIN 0013	AZ	19,412,000.00	
CLIN 0013	BJ	8,023,110.00	
			<u>38,801,110.00</u>
CLIN 0017	BW	0.00	
CLIN 0017	KM	0.00	
			<u>0.00</u>
CLIN 0017AA	BY	3,880,000.00	
CLIN 0017AA	BX	1,146,000.00	
CLIN 0017AA	BW	84,896,852.00	
CLIN 0017AA	BZ	0.00	
CLIN 0017AA	KM	192,793,000.00	
CLIN 0017AA	KN	0.00	
CLIN 0017AA	KQ	66,151.00	
CLIN 0017AA	KS	0.00	
CLIN 0017AA	KT	386,204,200.00	

001656

CLIN 0017AA	KU	2,203,183.00	
CLIN 0017AA	KY	0.00	
CLIN 0017AA	LC	200,000.00	
CLIN 0017AA	LD	7,943,648.00	
CLIN 0017AA	LE	0.00	
CLIN 0017AA	LH	400,000.00	
CLIN 0017AA	LJ	7,476.00	
CLIN 0017AA	LK	279,581,447.00	
CLIN 0017AA	LQ	235,566.00	
CLIN 0017AA	LS	6,069,616.00	
			<u>965,627,139.00</u>
CLIN 0017AB	KL	118,250.00	
			<u>118,250.00</u>
CLIN 0017AC	BZ	190,000.00	
			<u>190,000.00</u>
CLIN 0017AD	KN	0.00	
CLIN 0017AD	KS	0.00	
			<u>0.00</u>
CLIN 0017AE	LL	173,798.00	
			173,798.00
CLIN 0017AH	KT	173,798.00	
			<u>173,798.00</u>
CLIN 0020AA	KN	0.00	
CLIN 0020AA	KQ	26,660.00	
			<u>26,660.00</u>
CLIN 0021AA	KW	0.00	
			<u>0.00</u>
CLIN 0021AB	KV	0.00	
CLIN 0021AB	LB	0.00	
CLIN 0021AB	KX	0.00	
CLIN 0021AB	KY	0.00	
			<u>0.00</u>
CLIN 0021AC	KZ	0.00	
CLIN 0021AC	LA	0.00	
			<u>0.00</u>

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CLIN 0022	KW	0.00	<u>0.00</u>
CLIN 0023	KX	60,000.00	
CLIN 0023	KY	25,000.00	
CLIN 0023	KV	65,000.00	
CLIN 0023	LB	12,500.00	
CLIN 0023	LF	10,000.00	
CLIN 0023	LR	\$125,000.00	<u>297,500.00</u>
CLIN 0024	LA	13,508.00	
CLIN 0024	LG	62,000.00	
CLIN 0024	KZ	25,000.00	
CLIN 0024	KW	20,000.00	
CLIN 0024	LP	83,200.00	<u>203,708.00</u>
CLIN 0025	LE	1,173,850.00	
CLIN 0025	LM	1,227,200.00	<u>2,401,050.00</u>
CLIN 0026	LN	1,095,845.00	<u>1,095,845.00</u>

(End of Summary of Changes)

001658

2. AMENDMENT/MODIFICATION NO. <b>P00180</b>	3. EFFECTIVE DATE <b>04 MAR 09</b>	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
ISSUED BY US ARMY SPACE & MISSILE DEFENSE COMMAND HUNTSVILLE AL 35892 <b>(b)(6)</b>	CODE <b>WB113M</b>	7. ADMINISTERED BY (Other than item 6) DCMA RAYTHEON 50 APPLE HILL DRIVE MS6 T2FR2 TEMPERLEY MA 01876	CODE <b>S2205A</b>

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) RAYTHEON COMPANY 380 LOWELL ST. ANDOVER MA 01810-4400	9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED (SEE ITEM 11)
	X 10A. MOD. OF CONTRACT/ORDER NO. DASG60-98-C-0001
	X 10B. DATED (SEE ITEM 13) 30-Jan-1998

CODE 05716 FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

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

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CONTRACT ORDER NO. IN ITEM 10A.	CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE
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: Changes Clause	
D. OTHER (Specify type of modification and authority)	

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

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
 Modification Control Number: **(b)(6)**  
 To modify CLIN 0017 to de-scope the Electro Optical Infrared (EOIR) material. (b)

**(b)(6)**

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

15. <b>(b)(6)</b>	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) <b>(b)(6)</b>
15C. DATE SIGNED <b>3-4-09</b>	16C. DATE SIGNED <b>4 Mar 09</b> <span style="float: right;">(b)</span>
(Signature of person authorized to sign)	(Signature of Contracting Officer)

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SECTION SF 30 BLOCK 14 CONTINUATION PAGE

**SUMMARY OF CHANGES**

1. SECTION A - SOLICITATION/CONTRACT FORM

The total cost of this contract was decreased by \$6,310,846.00 from \$1,665,516,875.00 to \$1,659,206,029.00.

2. SECTION B - SUPPLIES OR SERVICES AND PRICES

SUBCLIN 0017AA

The target cost has decreased by [REDACTED] (b)(4)  
The target profit/fee has decreased by [REDACTED] (b)(4)

The total cost of this line item has decreased by \$6,310,846.00 from \$1,442,028,911.00 to \$1,435,718,065.00.

This includes a decrease in target cost of [REDACTED] of cost and [REDACTED] facilities capital cost of money) and a decrease in target fee of [REDACTED] which [REDACTED] of target cost less facilities capital cost of money. (b)(4)

The following Section B clauses are hereby revised:

B-17. INCENTIVE FEE FOR SUBCLIN 0017AA/CLIN 0018 (SEE H-19):

In accordance with FAR 52.216-7, entitled "Allowable Cost and Payments", and FAR 52.216-10, entitled "Incentive Fee", the total amount for reimbursement of cost and fee for performance under SubCLIN 0017AA/CLIN 0018 are set forth below:

Target Cost [REDACTED] (b)(4)  
Target Fee [REDACTED]

Incentive Arrangement: Maximum Fee: [REDACTED] (b)(4)  
Minimum Fee: [REDACTED]

(Share Ratio: Government/Contractor)

Underrun: [REDACTED] for the amount by which the total allowable cost is less than the target cost until maximum fee is attained.

Overrun: [REDACTED] for the amount by which the total allowable cost exceeds the target cost until minimum fee is attained.

FAR 52.216-10, INCENTIVE, paragraph (e)(1), is stated as follows:

(e) Fee Payable.

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

B-18. TARGET COST, TARGET FEE, MINIMUM INCENTIVE FEE, MAXIMUM INCENTIVE FEE, AND INCENTIVE ARRANGEMENT FOR SUBCLIN 0017AA/CLIN 0018:

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SUBCLIN 0017AA – (Two SDD JLENS Systems)

- a. Target cost: [REDACTED]
- b. Target fee: [REDACTED]
- c. Minimum incentive fee: [REDACTED]
- d. Maximum incentive fee: [REDACTED]
- e. Total target cost and target fee: **\$1,435,718,065**

(b)(4)

3. SECTION G - CONTRACT ADMINISTRATION DATA

Paragraph G-6, IMPLEMENTATION OF AND EXPLANATION OF THE RELATIONSHIP OF THE LIMITATION OF FUNDS (LOF) CLAUSE TO FEE OBLIGATIONS, subparagraph c., is revised to read as follows:

SUBCLIN 0017AA :

	<u>PRIOR</u>	<u>THIS MODIFICATION</u>	<u>CUMULATIVE TOTAL*</u>
(1) Amount Required for Full Funding, Including Fee:	\$ 1,442,028,911	(\$6,310,846)	\$ 1,435,718,065
(2) Amount Allotted Under the LOF Clause for Payment of Costs:	[REDACTED]	[REDACTED]	[REDACTED]
(3) Amount Separately Obligated for Payment of Fee:	[REDACTED]	[REDACTED]	[REDACTED]
(4) Total Amount Allotted and Obligated:	\$ 965,627,139	\$ 0	\$ 965,627,139
(5) Net Amount Required for Full Funding	\$ 476,401,772	(\$6,310,846)	\$ 470,090,926

(b)(4)

\* These figures take into consideration the negotiated total value of SubCLIN 0017AA (This does not include SubCLIN 17AH).

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

Paragraph H-19, INCENTIVE FEE STRUCTURE AND PAYMENT FOR CLIN 0017. SYSTEM DEVELOPMENT AND DEMONSTRATION (SDD), subparagraphs a. and b., are revised as follows:

a. General.

SubCLIN 0017AA, System Development and Demonstration (SDD), is a cost-plus-incentive-fee (CPIF) Line Item with cost and schedule incentives as described below. Paragraph H-19(b) applies only to the Cost Incentive and Paragraph H-19(c) applies only to the Schedule Incentive. The contract price amount of **\$1,435,718,065** includes a target cost of [REDACTED] which includes [REDACTED] of cost and [REDACTED] of facilities capital cost of money) and a target incentive fee of [REDACTED] which is [REDACTED] of target cost less facilities capital cost of money.

(b)(4)

b. Cost Incentive.

- (1) The target fee payable under SubCLIN 0017AA is [REDACTED] of the target cost less facilities capital cost of money [REDACTED] an amount equal to [REDACTED]
- (2) The maximum fee payable under SubCLIN 0017AA is [REDACTED] of the target cost less facilities capital cost of money [REDACTED] an amount equal to [REDACTED]

(b)(4)

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(3) The minimum fee payable under SubCLIN 0017AA is [REDACTED] of the target cost less facilities capital cost of money [REDACTED], an amount equal to [REDACTED]

(b)(4)

(4) Fee will be adjusted for actual cost that is less than or more than the target cost stated above using a share ratio of [REDACTED] Government [REDACTED] Contractor for actual costs less than the target cost, and a ratio of [REDACTED] Government / [REDACTED] Contractor for actual costs greater than the target cost, range applied according to Paragraph H-19(c)(1).

(b)(4)

(5) Nothing stated in this clause shall take precedence over the clause 52.216-10 - Incentive Fee contained in this contract.

(End of Summary of Changes)

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AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACTED CODE: V, PAGE OF PAGES: 1 | 7

2. AMENDMENT/MODIFICATION NO.: P00181, 3. EFFECTIVE DATE: 25 MAR 09, 4. REQUISITION/PURCHASE ORDER NO., 5. PROJECT NO. (Suppl. 1-14), 6. ISSUED BY: [redacted], 7. ADMINISTERED BY: [redacted]

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code): RAYTHEON COMPANY, 390 LOWELL ST., ANDOVER MA 01915-4185, 9A. AMENDMENT OF SOLICITATION NO., 9B. DATED (SEE ITEM 11), 10A. META OF CONTRACT/ORDER NO. D-0000-00-C-0001, 10B. DATED (SEE ITEM 13): 20-Jan-1988

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS. The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of offers: [ ] is extended, [ ] is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 12, and returning copies of this amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or teletype which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. Any change of this amendment you desire to change an offer already submitted, and any change to be made by teletype or letter, provided each teletype or letter includes reference to the solicitation and this amendment, and is received prior to the hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required): See Schedule

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

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A. B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B). C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF FAR 52.229-22, "Limitation of Funds". D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor [ ] is not, [X] is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: [redacted] To decrease incremental funding for SubCLIN 0017AA in the amount of \$8,310,000. (b)(6)

15A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print): [redacted]

15C. DATE SIGNED: 3-25-09, 15C. DATE SIGNED: 25 Mar 09 (b)(6)

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SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

1. SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was decreased by \$6,310,846.00 from \$1,180,531,513.52 to \$1,174,220,667.52.

SUBCLIN 0017AA:

LK: 21 9 2040 5L 5L68 P172419E555L 255Y 4M9J730000 S01021 4M9J730000/94MJLE/4M5 was decreased by \$6,310,846.00 from \$279,581,447.00 to \$273,270,601.00

Target Cost, Target Fee, and Total for the above decrease of \$6,310,846 is distributed as follows and includes a decrease in target cost of [redacted] of cost and [redacted] of facilities capital cost of money) and a decrease in target incentive fee of [redacted] which is [redacted] of target cost less facilities capital cost of money.

(b)(4)

Target Cost	[redacted]
Target Fee	[redacted]
Total	\$6,310,846

IMPLEMENTATION OF AND EXPLANATION OF THE RELATIONSHIP OF THE LIMITATION OF FUNDS (LOF) CLAUSE TO FEE OBLIGATIONS, subparagraph c., is revised to read as follows:

SUBCLIN 0017AA :

	<u>PRIOR</u>	<u>THIS MODIFICATION</u>	<u>CUMULATIVE TOTAL*</u>
(1) Amount Required for Full Funding, Including Fee:	\$ 1,435,718,065	\$ 0	\$ 1,435,718,065
(2) Amount Allotted Under the LOF Clause for Payment of Costs:	[redacted]	[redacted]	[redacted]
(3) Amount Separately Obligated for Payment of Fee:	[redacted]	[redacted]	[redacted]
(4) Total Amount Allotted and Obligated:	\$ 965,627,139	(\$6,310,846)	\$ 959,316,293
(5) Net Amount Required for Full Funding	\$ 470,090,926	\$6,310,846	\$ 476,401,772

(b)(4)

\* These figures take into consideration the negotiated total value of SubCLIN 0017AA (This does not include SubCLIN 17AH)

2. The following is an update to Modification P00179 showing a summary of funding by ACRN through Modification P00181:

<u>ACRN</u>	<u>FUNDING</u>
AA	440,100.00
AB	2,298,235.00

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AC	17,832,987.00
AD	0.00
AE	7,500,000.00
AF	3,300,000.00
AG	17,192,400.00
AH	700,000.00
AJ	200,000.00
AK	85,000.00
AL	45,000.00
AM	17,045,000.00
AN	5,800.00
AP	20,779,000.00
AQ	105,000.00
AR	35,000.00
AS	0.00
AT	6,984,678.52
AU	7,970,000.00
AV	0.00
AW	100,000.00
AX	3,396,000.00
AY	550,000.00
AZ	19,412,000.00
BA	24,527,878.00
BB	146,000.00
BC	72,000.00
BD	85,000.00
BE	100,000.00
BF	100,000.00
BG	1,975,321.00
BH	38,018,908.00
BJ	8,023,110.00
BK	260,000.00
BL	0.00
BM	125,000.00
BN	103,000.00
BP	10,352,348.00
BU	350,000.00
BV	9,000.00
BW	84,896,852.00
BX	1,146,000.00
BY	3,880,000.00
BZ	190,000.00
KL	118,250.00
KM	192,793,000.00
KN	0.00
KQ	92,811.00
KR	0.00
KS	0.00
KT	386,377,998.00
KU	2,203,183.00

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KV	65,000.00
KW	20,000.00
KX	60,000.00
KY	25,000.00
KZ	25,000.00
LA	13,508.00
LB	12,500.00
LC	200,000.00
LD	7,943,648.00
LE	1,173,850.00
LF	10,000.00
LG	62,000.00
LH	400,000.00
LJ	7,476.00
LK	<b>\$273,270,601.00</b>
LL	\$173,798.00
LM	\$1,227,200.00
LN	\$1,095,845.00
LP	\$83,200.00
LQ	\$235,566.00
LR	\$125,000.00
LS	\$6,069,616.00

3. The following is an update to Modification P00179 showing a summary of funding by CLIN by ACRN through Modification P00181:

<u>CLIN</u>	<u>ACRN</u>	<u>FUNDING AMT</u>	<u>CLIN TOTAL</u>
CLIN 0001	AA	440,100.00	
CLIN 0001	AD	0.00	
			<u>440,100.00</u>
CLIN 0003	AB	2,298,235.00	
CLIN 0003	AC	17,832,987.00	
CLIN 0003	AD	0.00	
CLIN 0003	AE	7,500,000.00	
CLIN 0003	AF	3,300,000.00	
CLIN 0003	AG	17,192,400.00	
CLIN 0003	AH	700,000.00	
CLIN 0003	AM	17,045,000.00	
CLIN 0003	AN	5,800.00	
CLIN 0003	AP	20,779,000.00	
CLIN 0003	AS	0.00	
CLIN 0003	AT	6,984,678.52	
CLIN 0003	AW	100,000.00	
CLIN 0003	AY	550,000.00	
			<u>94,288,100.52</u>

001666

CLIN 0005	BA	24,527,878.00
CLIN 0005	BB	146,000.00
CLIN 0005	BC	72,000.00
CLIN 0005	BD	85,000.00
CLIN 0005	BE	100,000.00
CLIN 0005	BF	100,000.00
CLIN 0005	BG	1,975,321.00
CLIN 0005	BH	38,018,908.00
CLIN 0005	BL	0.00
CLIN 0005	BZ	0.00
		<u>65,025,107.00</u>
CLIN 0007AA	BP	10,352,348.00
		<u>10,352,348.00</u>
CLIN 0009AA	AQ	45,108.00
CLIN 0009AA	AV	0.00
CLIN 0009AA	BK	256,545.00
CLIN 0009AA	BM	125,000.00
CLIN 0009AA	BN	21,315.00
		<u>447,966.00</u>
CLIN 0009AB	AJ	200,000.00
CLIN 0009AB	AK	85,000.00
CLIN 0009AB	AL	45,000.00
CLIN 0009AB	AQ	59,894.00
CLIN 0009AB	AR	35,000.00
CLIN 0009AB	BK	3,455.00
CLIN 0009AB	BN	81,685.00
CLIN 0009AB	BU	350,000.00
CLIN 0009AB	BV	9,000.00
		<u>869,034.00</u>
CLIN 0013	AU	7,970,000.00
CLIN 0013	AX	3,396,000.00
CLIN 0013	AY	0.00
CLIN 0013	AZ	19,412,000.00
CLIN 0013	BJ	8,023,110.00
		<u>38,801,110.00</u>
CLIN 0017	BW	0.00
CLIN 0017	KM	0.00
		<u>0.00</u>
CLIN 0017AA	BY	3,880,000.00
CLIN 0017AA	BX	1,146,000.00
CLIN 0017AA	BW	84,896,852.00

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CLIN 0017AA	BZ	0.00	
CLIN 0017AA	KM	192,793,000.00	
CLIN 0017AA	KN	0.00	
CLIN 0017AA	KQ	66,151.00	
CLIN 0017AA	KS	0.00	
CLIN 0017AA	KT	386,204,200.00	
CLIN 0017AA	KU	2,203,183.00	
CLIN 0017AA	KY	0.00	
CLIN 0017AA	LC	200,000.00	
CLIN 0017AA	LD	7,943,648.00	
CLIN 0017AA	LE	0.00	
CLIN 0017AA	LH	400,000.00	
CLIN 0017AA	LJ	7,476.00	
<b>CLIN 0017AA</b>	<b>LK</b>	<b>273,270,601.00</b>	<u>                    </u>
CLIN 0017AA	LQ	235,566.00	<u>                    </u>
CLIN 0017AA	LS	6,069,616.00	<u>                    </u>
			<u><b>959,316,293.00</b></u>
			<u>                    </u>
CLIN 0017AB	KL	118,250.00	<u>                    </u>
			<u>118,250.00</u>
CLIN 0017AC	BZ	190,000.00	<u>                    </u>
			<u>190,000.00</u>
CLIN 0017AD	KN	0.00	
CLIN 0017AD	KS	0.00	
			<u>0.00</u>
CLIN 0017AE	LL	173,798.00	
			173,798.00
CLIN 0017AH	KT	173,798.00	
			<u>173,798.00</u>
CLIN 0020AA	KN	0.00	
CLIN 0020AA	KQ	26,660.00	
			<u>26,660.00</u>
CLIN 0021AA	KW	0.00	
			<u>0.00</u>
CLIN 0021AB	KV	0.00	
CLIN 0021AB	LB	0.00	
CLIN 0021AB	KX	0.00	
CLIN 0021AB	KY	0.00	

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			<u>0.00</u>
CLIN 0021AC	KZ	0.00	
CLIN 0021AC	LA	0.00	
			<u>0.00</u>
CLIN 0022	KW	0.00	
			<u>0.00</u>
CLIN 0023	KX	60,000.00	
CLIN 0023	KY	25,000.00	
CLIN 0023	KV	65,000.00	
CLIN 0023	LB	12,500.00	
CLIN 0023	LF	10,000.00	
CLIN 0023	LR	\$125,000.00	
			<u>297,500.00</u>
CLIN 0024	LA	13,508.00	
CLIN 0024	LG	62,000.00	
CLIN 0024	KZ	25,000.00	
CLIN 0024	KW	20,000.00	
CLIN 0024	LP	83,200.00	
			<u>203,708.00</u>
CLIN 0025	LE	1,173,850.00	
CLIN 0025	LM	1,227,200.00	
			<u>2,401,050.00</u>
CLIN 0026	LN	1,095,845.00	
			<u>1,095,845.00</u>

(End of Summary of Changes)

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**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

1. CONTRACT ID CODE: **V** PAGE OF PAGES: **1 | 9**

AMENDMENT/MODIFICATION NO. **200182** 3. EFFECTIVE DATE **08 APR 09** 4. REQUISITION/PURCHASE REQ. NO. 5. PROJECT NO. (if applicable)

6. ISSUED BY: **USAMDC/AS/STRAT** CODE: **WS113M** 7. ADMINISTERED BY (if other than item 6): **DCMA RAYTHEON 50 APPLE HILL DRIVE MSB T2FR2 TENNESSEE MADRID** CODR: **S2205A**

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code): **RAYTHEON COMPANY 380 LOWELL ST. ANDOVER MA 01910-4400**

9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11) 10A. MOD. OF CONTRACT/ORDER NO. **X DASG60-98-C-0001** 10B. DATED (SEE ITEM 13) **X 30-Jan-1998**

CODE **05716** FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)  
**See Schedule**

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

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

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

**X** C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: **Changes Clause and FAR 52.232-22, "Limitation of Funds"**

D. OTHER (Specify type of modification and authority)

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

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
 Modification Control Number: **[REDACTED]**

To increase and fund SubCLIN 0017AA in the amount of \$530,377 for the addition of OEM (3rd party) parts and installation services for the JLENS JPO Accommodation Sale which was incorporated in the contract via Modification P00157. The total for the JLENS JPO Accommodation Sale is increased by \$530,377 from \$7,943,648 to \$8,474,025.

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

**[REDACTED]** (print) 16A. NAME AND TITLE OF CONTRACTING OFFICER/CER (Type or print) **[REDACTED]**

**[REDACTED]** 15C. DATE SIGNED **4-6-09** **[REDACTED]** 16B. SIGNATURE OF CONTRACTING OFFICER/CER **[REDACTED]** 16C. DATE SIGNED **8 Apr 09**

(Signature of person authorized to sign) (Signature of Contracting Officer)

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SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

1. SECTION A - SOLICITATION/CONTRACT FORM

The total cost of this contract was increased by \$530,377.00 from \$1,659,206,029.00 to \$1,659,736,406.00.

2. SECTION B - SUPPLIES OR SERVICES AND PRICES

SUBCLIN 0017AA

The target cost has increased by [redacted] from [redacted] to \$1,318,600,058.00.

The target profit/fee has increased by [redacted] from [redacted] to \$117,648,384.00.

The total cost of this line item has increased by \$530,377.00 from \$1,435,718,065.00 to \$1,436,248,442.00.

(b)(4)

This includes an increase in target cost of [redacted] of cost and [redacted] facilities capital cost of money) and an increase in target fee of [redacted] which is [redacted] target cost less facilities capital cost of money.

The following Section B clauses are hereby revised:

B-17. INCENTIVE FEE FOR SUBCLIN 0017AA/CLIN 0018 (SEE H-19):

In accordance with FAR 52.216-7, entitled "Allowable Cost and Payments", and FAR 52.216-10, entitled "Incentive Fee", the total amount for reimbursement of cost and fee for performance under SubCLIN 0017AA/CLIN 0018 are set forth below:

Target Cost [redacted]  
Target Fee [redacted]

Incentive Arrangement: Maximum Fee: [redacted]  
Minimum Fee: [redacted]

(Share Ratio: Government/Contractor)

Underrun: [redacted] for the amount by which the total allowable cost is less than the target cost until maximum fee is attained.

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

FAR 52.216-10, INCENTIVE, paragraph (e)(1), is stated as follows:

(e) Fee Payable.

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

(b)(4)

(b)(4)

B-18. TARGET COST, TARGET FEE, MINIMUM INCENTIVE FEE, MAXIMUM INCENTIVE FEE, AND INCENTIVE ARRANGEMENT FOR SUBCLIN 0017AA/CLIN 0018:

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SUBCLIN 0017AA – (Two SDD JLENS Systems)

- a. Target cost: [REDACTED]
- b. Target fee: [REDACTED]
- c. Minimum incentive fee: [REDACTED]
- d. Maximum incentive fee: [REDACTED]
- e. Total target cost and target fee: **\$1,436,248,442**

(b)(4)

3. SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by \$530,377.00 from \$1,174,220,667.52 to \$1,174,751,044.52.

SUBCLIN 0017AA:

LT: 21 9 2040 5L 5L68 P172419E555L 255Y 4M9J731300 S01021 4M9J731300/94MJLE/4M5 was increased by \$530,377.00 from \$0.00 to \$530,377.00

The contract ACRN LT has been added.

Target Cost, Target Fee, and Total for the above increase of \$530,377 is distributed as follows and includes a increase in target cost of [REDACTED] of cost and [REDACTED] facilities capital cost of money) and a increase in target incentive fee of [REDACTED] which is [REDACTED] of target cost less facilities capital cost of money.

(b)(4)

Target Cost	[REDACTED]
Target Fee	[REDACTED]
Total	\$530,377

IMPLEMENTATION OF AND EXPLANATION OF THE RELATIONSHIP OF THE LIMITATION OF FUNDS (LOF) CLAUSE TO FEE OBLIGATIONS, subparagraph c., is revised to read as follows:

SUBCLIN 0017AA :

	<u>PRIOR</u>	<u>THIS MODIFICATION</u>	<u>CUMULATIVE TOTAL*</u>
(1) Amount Required for Full Funding, Including Fee:	\$ 1,435,718,065	\$530,377	\$ 1,436,248,442
(2) Amount Allotted Under the LOF Clause for Payment of Costs:	[REDACTED]	[REDACTED]	[REDACTED]
(3) Amount Separately Obligated for Payment of Fee:	[REDACTED]	[REDACTED]	[REDACTED]
(4) Total Amount Allotted and Obligated:	\$ 959,316,293	\$530,377	\$ 959,846,670
(5) Net Amount Required for Full Funding	\$ 476,401,772	\$ 0	\$ 476,401,772

(b)(4)

\* These figures take into consideration the negotiated total value of SubCLIN 0017AA (This does not include SubCLIN 17AH)

001672

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

Paragraph H-19, INCENTIVE FEE STRUCTURE AND PAYMENT FOR CLIN 0017, SYSTEM DEVELOPMENT AND DEMONSTRATION (SDD), subparagraphs a. and b., are revised as follows:

a. General.

SubCLIN 0017AA, System Development and Demonstration (SDD), is a cost-plus-incentive-fee (CPIF) Line Item with cost and schedule incentives as described below. Paragraph H-19(b) applies only to the Cost Incentive and Paragraph H-19(c) applies only to the Schedule Incentive. The contract price amount of \$1,436,248,442 includes a target cost of [REDACTED] (which includes [REDACTED] of cost and [REDACTED] of facilities capital cost of money) and a target incentive fee of [REDACTED] which is [REDACTED] of target cost less facilities capital cost of money. (b)(4)

b. Cost Incentive.

(1) The target fee payable under SubCLIN 0017AA is [REDACTED] of the target cost less facilities capital cost of money [REDACTED] an amount equal to [REDACTED]

(2) The maximum fee payable under SubCLIN 0017AA is [REDACTED] of the target cost less facilities capital cost of money [REDACTED] an amount equal to [REDACTED] (b)(4)

(3) The minimum fee payable under SubCLIN 0017AA is [REDACTED] of the target cost less facilities capital cost of money [REDACTED] an amount equal to [REDACTED]

(4) Fee will be adjusted for actual cost that is less than or more than the target cost stated above using a share ratio of [REDACTED] Government / [REDACTED] Contractor for actual costs less than the target cost, and a ratio of [REDACTED] Government / [REDACTED] Contractor for actual costs greater than the target cost range applied according to Paragraph H-19(c)(1). (b)(4)

(5) Nothing stated in this clause shall take precedence over the clause 52.216-10 - Incentive Fee contained in this contract.

5. The following is an update to Modification P00181 showing a summary of funding by ACRN through Modification P00182:

<u>ACRN</u>	<u>FUNDING</u>
AA	440,100.00
AB	2,298,235.00
AC	17,832,987.00
AD	0.00
AE	7,500,000.00
AF	3,300,000.00
AG	17,192,400.00
AH	700,000.00
AJ	200,000.00
AK	85,000.00
AL	45,000.00
AM	17,045,000.00
AN	5,800.00
AP	20,779,000.00
AQ	105,000.00
AR	35,000.00

001673

AS	0.00
AT	6,984,678.52
AU	7,970,000.00
AV	0.00
AW	100,000.00
AX	3,396,000.00
AY	550,000.00
AZ	19,412,000.00
BA	24,527,878.00
BB	146,000.00
BC	72,000.00
BD	85,000.00
BE	100,000.00
BF	100,000.00
BG	1,975,321.00
BH	38,018,908.00
BJ	8,023,110.00
BK	260,000.00
BL	0.00
BM	125,000.00
BN	103,000.00
BP	10,352,348.00
BU	350,000.00
BV	9,000.00
BW	84,896,852.00
BX	1,146,000.00
BY	3,880,000.00
BZ	190,000.00
KL	118,250.00
KM	192,793,000.00
KN	0.00
KQ	92,811.00
KR	0.00
KS	0.00
KT	386,377,998.00
KU	2,203,183.00
KV	65,000.00
KW	20,000.00
KX	60,000.00
KY	25,000.00
KZ	25,000.00
LA	13,508.00
LB	12,500.00
LC	200,000.00
LD	7,943,648.00
LE	1,173,850.00
LF	10,000.00
LG	62,000.00
LH	400,000.00
LJ	7,476.00

001674

LK	\$273,270,601.00
LL	\$173,798.00
LM	\$1,227,200.00
LN	\$1,095,845.00
LP	\$83,200.00
LQ	\$235,566.00
LR	\$125,000.00
LS	\$6,069,616.00
LT	\$530,377.00

6. The following is an update to Modification P00181 showing a summary of funding by CLIN by ACRN through Modification P00182:

<u>CLIN</u>	<u>ACRN</u>	<u>FUNDING AMT</u>	<u>CLIN TOTAL</u>
CLIN 0001	AA	440,100.00	
CLIN 0001	AD	0.00	
			<u>440,100.00</u>
CLIN 0003	AB	2,298,235.00	
CLIN 0003	AC	17,832,987.00	
CLIN 0003	AD	0.00	
CLIN 0003	AE	7,500,000.00	
CLIN 0003	AF	3,300,000.00	
CLIN 0003	AG	17,192,400.00	
CLIN 0003	AH	700,000.00	
CLIN 0003	AM	17,045,000.00	
CLIN 0003	AN	5,800.00	
CLIN 0003	AP	20,779,000.00	
CLIN 0003	AS	0.00	
CLIN 0003	AT	6,984,678.52	
CLIN 0003	AW	100,000.00	
CLIN 0003	AY	550,000.00	
			<u>94,288,100.52</u>
CLIN 0005	BA	24,527,878.00	
CLIN 0005	BB	146,000.00	
CLIN 0005	BC	72,000.00	
CLIN 0005	BD	85,000.00	
CLIN 0005	BE	100,000.00	
CLIN 0005	BF	100,000.00	
CLIN 0005	BG	1,975,321.00	
CLIN 0005	BH	38,018,908.00	
CLIN 0005	BL	0.00	
CLIN 0005	BZ	0.00	
			<u>65,025,107.00</u>
CLIN 0007AA	BP	10,352,348.00	

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		<u>10,352,348.00</u>
CLIN 0009AA	AQ	45,106.00
CLIN 0009AA	AV	0.00
CLIN 0009AA	BK	256,545.00
CLIN 0009AA	BM	125,000.00
CLIN 0009AA	BN	21,315.00
		<u>447,966.00</u>
CLIN 0009AB	AJ	200,000.00
CLIN 0009AB	AK	85,000.00
CLIN 0009AB	AL	45,000.00
CLIN 0009AB	AQ	59,894.00
CLIN 0009AB	AR	35,000.00
CLIN 0009AB	BK	3,455.00
CLIN 0009AB	BN	81,685.00
CLIN 0009AB	BU	350,000.00
CLIN 0009AB	BV	9,000.00
		<u>869,034.00</u>
CLIN 0013	AU	7,970,000.00
CLIN 0013	AX	3,396,000.00
CLIN 0013	AY	0.00
CLIN 0013	AZ	19,412,000.00
CLIN 0013	BJ	8,023,110.00
		<u>38,801,110.00</u>
CLIN 0017	BW	0.00
CLIN 0017	KM	0.00
		<u>0.00</u>
CLIN 0017AA	BY	3,880,000.00
CLIN 0017AA	BX	1,146,000.00
CLIN 0017AA	BW	84,896,852.00
CLIN 0017AA	BZ	0.00
CLIN 0017AA	KM	192,793,000.00
CLIN 0017AA	KN	0.00
CLIN 0017AA	KQ	66,151.00
CLIN 0017AA	KS	0.00
CLIN 0017AA	KT	386,204,200.00
CLIN 0017AA	KU	2,203,183.00
CLIN 0017AA	KY	0.00
CLIN 0017AA	LC	200,000.00
CLIN 0017AA	LD	7,943,648.00
CLIN 0017AA	LE	0.00
CLIN 0017AA	LH	400,000.00
CLIN 0017AA	LJ	7,476.00

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CLIN 0017AA	LK	273,270,601.00	
CLIN 0017AA	LQ	235,566.00	
CLIN 0017AA	LS	6,069,616.00	
CLIN 0017AA	LT	530,377.00	
			<b>959,846,670.00</b>
CLIN 0017AB	KL	118,250.00	
			<b>118,250.00</b>
CLIN 0017AC	BZ	190,000.00	
			<b>190,000.00</b>
CLIN 0017AD	KN	0.00	
CLIN 0017AD	KS	0.00	
			<b>0.00</b>
CLIN 0017AE	LL	173,798.00	
			<b>173,798.00</b>
CLIN 0017AH	KT	173,798.00	
			<b>173,798.00</b>
CLIN 0020AA	KN	0.00	
CLIN 0020AA	KQ	26,660.00	
			<b>26,660.00</b>
CLIN 0021AA	KW	0.00	
			<b>0.00</b>
CLIN 0021AB	KV	0.00	
CLIN 0021AB	LB	0.00	
CLIN 0021AB	KX	0.00	
CLIN 0021AB	KY	0.00	
			<b>0.00</b>
CLIN 0021AC	KZ	0.00	
CLIN 0021AC	LA	0.00	
			<b>0.00</b>
CLIN 0022	KW	0.00	
			<b>0.00</b>

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CLIN 0023	KX	60,000.00	
CLIN 0023	KY	25,000.00	
CLIN 0023	KV	65,000.00	
CLIN 0023	LB	12,500.00	
CLIN 0023	LF	10,000.00	
CLIN 0023	LR	\$125,000.00	
			<u>297,500.00</u>
CLIN 0024	LA	13,508.00	
CLIN 0024	LG	62,000.00	
CLIN 0024	KZ	25,000.00	
CLIN 0024	KW	20,000.00	
CLIN 0024	LP	83,200.00	
			<u>203,708.00</u>
CLIN 0025	LE	1,173,850.00	
CLIN 0025	LM	1,227,200.00	
			<u>2,401,050.00</u>
CLIN 0026	LN	1,095,845.00	
			<u>1,095,845.00</u>

(End of Summary of Changes)

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**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

I. CONTRACTED CODE **V** PAGE OF PAGES **1 | 4**

2. AMENDMENT/MODIFICATION NO. **P00183**  
 3. EFFECTIVE DATE **08 APR 09**  
 4. REQUISITION/PURCHASE REQ. NO.  
 5. PROJECT NO. (if applicable)  
 6. ISSUED BY CODE **WP113M**  
 7. ADMINISTERED BY (if other than item 6) CODE **S2205A**  
 USASMC/CRS/ST/AT  
 HUNTSVILLE AL 35894  
**(b)(6)**  
 DCMA RAYTHEON  
 50 APPLE HILL DRIVE  
 RM 6 12 FTG  
 TOWNSBURY MA 01860

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)  
 RAYTHEON COMPANY  
 390 LOWELL ST.  
 ANDOVER MA 01910-4400  
 9A. AMENDMENT OF SOLICITATION NO.  
 9B. DATED (SEE ITEM 11)  
 X 10A. MOD. OF CONTRACT/ORDER NO. **DASG90-98-C-0001**  
 10B. DATED (SEE ITEM 13)  
 X **30-Jun-1998**  
 CODE **05716** FACILITY CODE

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

12. ACCOUNTING AND APPROPRIATION DATA (if required)

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

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.  
 B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).  
 X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: **FAR 43.103(1)(3), Mutual Agreement**  
 D. OTHER (Specify type of modification and authority)

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

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
 Modification Control Number: **(b)(6)**  
 To incorporate Revision C, dated 09 March 2008, to the GFE/GFF/GFS list for SDD, CLIN 0017

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

15A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) **(b)(6)**  
 15B. SIGNATURE OF PERSON AUTHORIZED TO SIGN **(b)(6)**  
 15C. DATE SIGNED **4-6-09**  
 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) **(b)(6)**  
 16B. SIGNATURE OF CONTRACTING OFFICER **(b)(6)**  
 16C. DATE SIGNED **8 Apr 09 (b)(6)**


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SECTION SF 30 BLOCK 14 CONTINUATION PAGE

**SUMMARY OF CHANGES**

SECTION J - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

The following have been modified:

<u>TITLE</u>	<u>DATE</u>	<u># OF PAGES</u>	
Contract Security Classification Specification (DD Form 254) REVISION 10 (P00149) DD 254 Mailed via US Postal Service. NOTE: Last Revision see P00106 Rev. 8 (Rev. 9 deleted)	26 Dec 2007	11	
JLENS Software Source Code Specifically Negotiated License, 04 Sep 08 License Number JLENS-SWLA-01 (Added per Modification P00166)		8	
<u>CLIN 0017:</u> JLENS System Development and Demonstration (SDD) Program Statement of Work (Revised by Incorporating CSDR Plans dated 20 Febr 2007 in Appendix C per Modification P00136)	30 Nov 06 - Revised 20 Feb 07	37	
	March 08	1	(b)(3)(A) (i)&Title 10 Sec 130 (a)(b)
Contract Data Requirements List (DD Form 1423) Exhibit A with Distribution List & Data Item Nos. B001 through B062 (Replace Data Item Nos. B026 and B027, only Per Modification P00136)	01 Dec 06	63	
(Replace Data Item Nos. B048 and B049, only Per Modification P00143 & to add statement in Section A of Modification P00143)	Revised 05 Apr 07		
(Replace Data Item No. B033 only, per Modification P00161)	Revised 24 Oct 07		
	Revised 11 Jul 08	1	
*Added statement below to address weekends/Holidays: (In Mod P00143)	24 October 07		
*Per a mutual agreement between Raytheon and JLENS Product Office all Contract Data Requirements List (CDRL's) (DD Form 1423) are due on the next business day after the required due date if the due date falls on Saturday, Sunday or a Government Holiday. In addition, for any CDRL with a requirement to resubmit within 10 days or less after receipt of comments, where Raytheon receives the comments on a Friday, the timeframe for resubmittal will begin on the next business day. Statement added in Mod P00143 on 24 Oct. 2007.			
GFE/GFP/GFS List for SDD	28 Nov 06	2	
Replaced with Rev. B List	15 Oct 07	6	
**Add items below	Revised 22 Oct 07		
For record-keeping purposes (Per Mod P00143)			
Replaced with Revision C List (Per P00183)	09 Mar 09	12	

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\*\*Per the DCMA and [REDACTED] Raytheon is authorized rent free use on a non-interference use of (b)(4) the equipment listed below for utilization on JLENS Fire Control Radar Prime Contract DASG60-98-C-0001 for the period from 19 April 2007 through 30 September 2011.

[REDACTED]

(b)(3)(A)

[REDACTED]

(b)(3)(A)

[REDACTED]

(b)(3)(A)

Hereby added in Mod P00148 for tracking purposes:

Originated in Basic Contract:

Government Furnished Equipment - Spiral 1  
(Spiral 1 Equipment Transferred to Government  
Contract DASG60-00-C-0091, DD Form 1149 (attached)

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

Gov't Technical POC: [REDACTED] (b)(6)  
Ship to address:

[REDACTED]

(b)(4)

\*NOTE: Items 1-1060 transferred to Contract DASG60-00-C-0091 per revised GFE list dated 21 Nov 07. Items 1061 -- 1116 GFE items retained on Contract DASG60-98-C-0001 for Spiral 2 per GFE list dated 25 Mar 07.

JLENS Performance Specification, MIS-PRF-55628,  
Revision A  
(Added by reference per Modification P00168)

27 Jun 08 136

Annex A to the JLENS Performance Specification,  
MIS-PRF-55628, Revision A  
(Added by reference per Modification P00168)

27 Jun 08 10

CLIN 0021  
JLENS Simulation Support  
SOW dated 28 January 2008

28 January 2008 2 pages

[REDACTED]  
Simulation Support Tasks  
(Added per Mod P00153)

(b)(3)(A)

CLIN 0025

JLENS Integrated Fire Control Demonstration Program  
Statement of Work, Revision 3

14 Jan 08 3

001681

(Added per Modification P00165)

JLENS Integrated Fire Control Demonstration Program Program and Technical Clarification Description, incorporated herein by reference (Added per Modification P00165)	25 Jul 08	17
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Contract Data Requirements List (DD Form 1423) Exhibit B, Data Items Nos. B001 through B004, with Data Item Descriptions (Added per Modification P00165)	16 Oct 07	19
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(End of Summary of Changes)

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SDD CONTRACT DASSG60-98-C-0001 03/09/2009

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

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

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

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SDD CONTRACT DASG60-98-C-0001 03/09/2009

2 of 12

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

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

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

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SDD CONTRACT DASG60-98-C-0001 03/09/2009

3 of 12

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

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

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

001685

SDD CONTRACT DASG60-98-C-0001 03/09/2009

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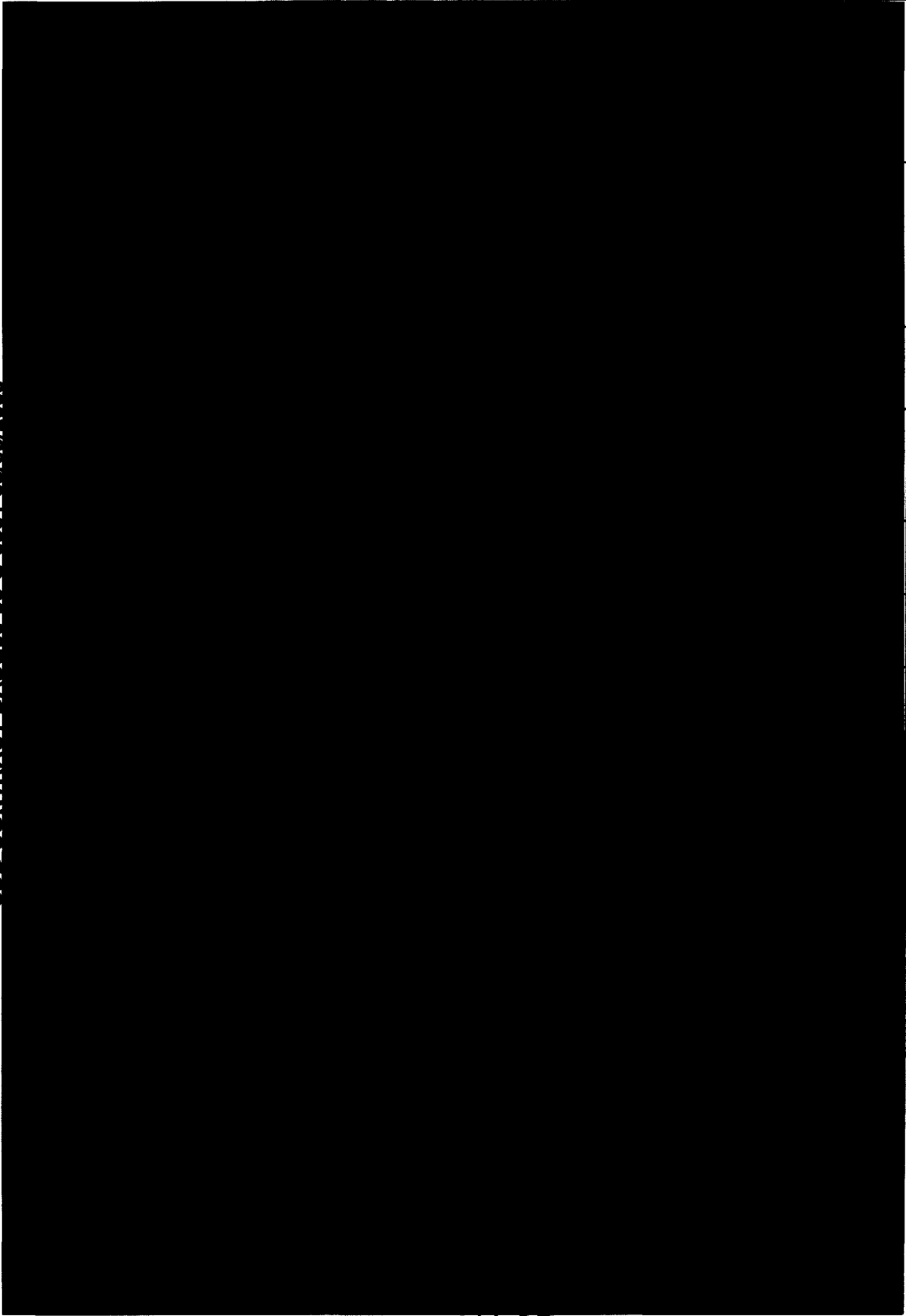
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(i)&Title 10  
Sec 130 (a)(b)

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

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

001686

SDD CONTRACT DASG60-98-C-0001 03/09/2009



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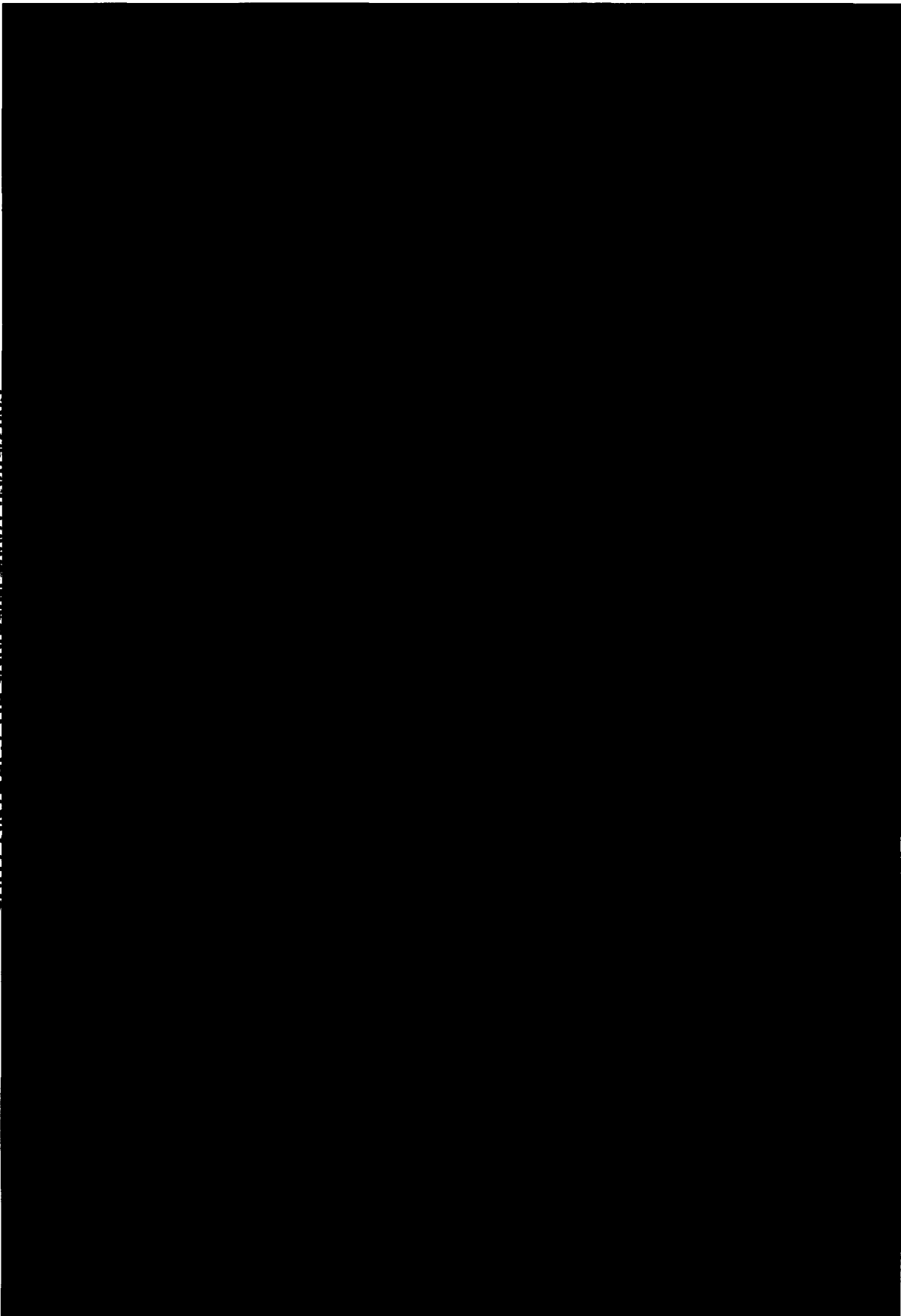
(b)(3)(A)  
(i)&Title  
10 Sec  
130 (a)(b)

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

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

001687

SDD CONTRACT DASC60-98-C-0001 03/09/2009



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

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

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

001688

SDD CONTRACT DAS G60-98-C-0001 03/09/2009

7 of 12  
(b)(3)(A)  
(i)&Title  
10 Sec 130  
(a)(b)

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

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

001689

SDD CONTRACT DASTG60-98-C-0001 03/09/2009

8 of 12

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

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

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

001690

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

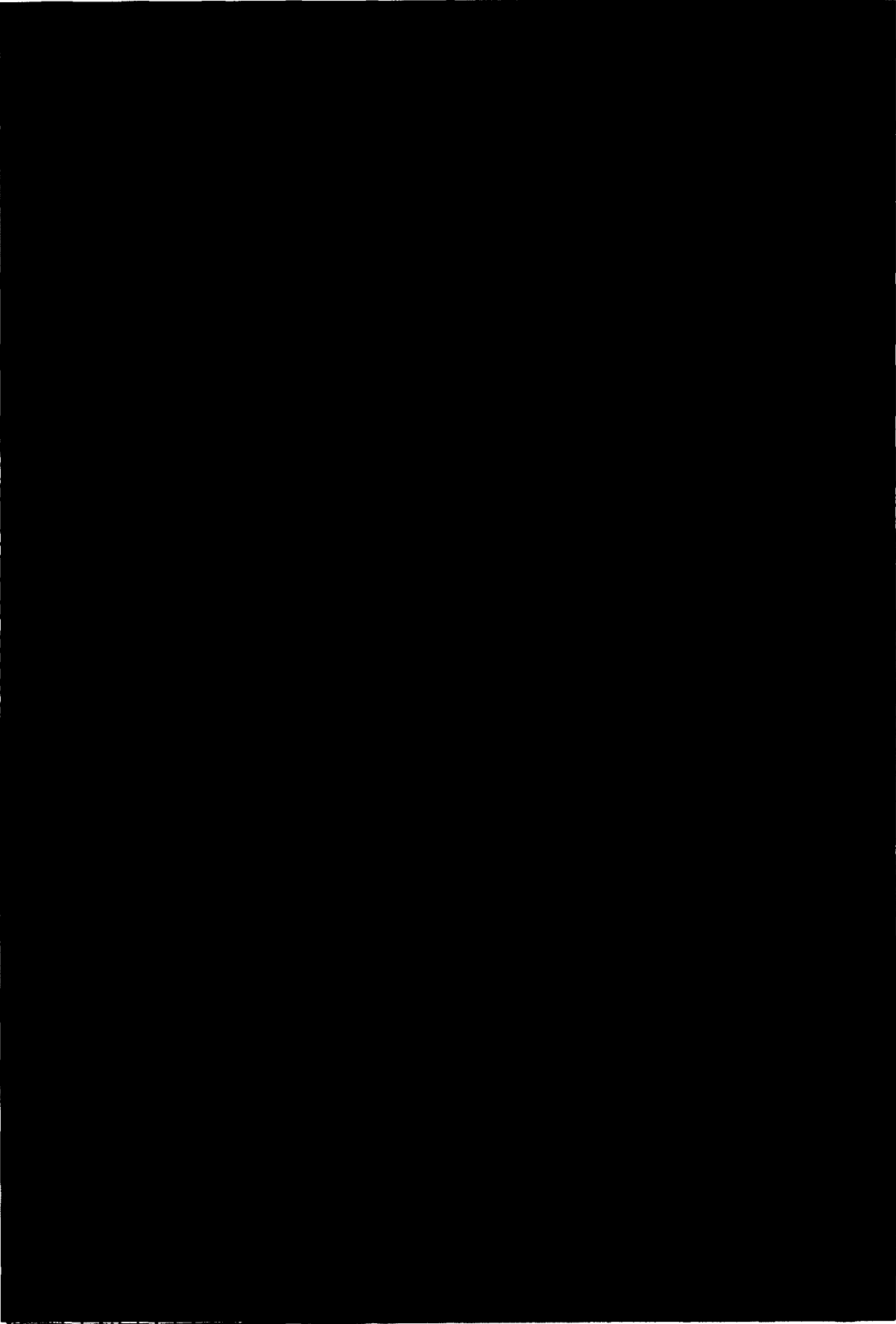
(b)(3)(A)  
(i)&Title  
10 Sec 130  
(a)(b)

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

SDD CONTRACT DASG60-08-C-0001 02/09/2009

001691

SDD CONTRACT DASG60-98-C-0001 03/09/2009



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

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

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

001692



(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)

SDD CONTRACT DASC60-08-C-0001-02/09/2009

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

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

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

SDD CONTRACT DASG50-98-C-0001 03/09/2009

001694

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

1. CONTRACT ID CODE: **V** PAGE OF PAGES: **1 | 7**

AMENDMENT/MODIFICATION NO. **0184** 3. EFFECTIVE DATE **29-Apr-2009** 4. REQUISITION/PURCHASE REQ. NO. 5. PROJECT NO. (If applicable)

6. ISSUED BY CODE **WS9113M** 7. ADMINISTERED BY (If other than item 6) CODE **S2205A**  
 USASDC/ARSTRAT (b)(6)  
 35807-3801  
 DCMA RAYTHEON  
 50 APPLE HILL DRIVE  
 M/S T2FR2  
 TEWKSBURY MA 01876

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)  
 RAYTHEON COMPANY  
 350 LOWELL ST.  
 ANDOVER MA 01810-4400

9A. AMENDMENT OF SOLICITATION NO.  
 9B. DATED (SEE ITEM 11)  
 X 10A. MOD. OF CONTRACT/ORDER NO. **DASG60-98-C-0001**  
 10B. DATED (SEE ITEM 13)  
 X **30-Jan-1998**

CODE **05716** FACILITY CODE

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)  
**See Schedule**

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

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

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

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

X D. OTHER (Specify type of modification and authority)  
**UNILATERAL: FAR 52.232-22, "Limitation of Funds"**

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

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
 Modification Control Number: (b)(6)  
 To incrementally fund SubCLIN 0017AA in the amount of \$9,100,000. (b)(6)

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

15A. NAME AND TITLE OF SIGNER (Type or print) 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)  
 (b)(6)

15B. CONTRACTOR/OFFEROR 15C. DATE SIGNED 16B. UNITED STATES OF AMERICA 16C. DATE SIGNED  
 (Signature of person authorized to sign) 29-Apr-2009 (b)(6)  
 (Signature of Contracting Officer)

001695

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

**SUMMARY OF CHANGES**

1. SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by \$9,100,000.00 from \$1,174,751,044.52 to \$1,183,851,044.52.

SUBCLIN 0017AA:

LU: 21 9 2040 0000 5L 5L57 643327S345L 255Y S01021 94NS34/4N91AM194N/4N0000 was increased by \$9,100,000.00 from \$0.00 to \$9,100,000.00

The contract ACRN LU has been added.

Target Cost, Target Fee, and Total for the above increase of \$9,100,000 is distributed as follows and includes a increase in target cost of [redacted] of cost and [redacted] of facilities capital cost of money) and a increase in target incentive fee of [redacted] which is [redacted] target cost less facilities capital cost of money. (b)(4)

Target Cost	[redacted]
Target Fee	[redacted]
Total	\$9,100,000

IMPLEMENTATION OF AND EXPLANATION OF THE RELATIONSHIP OF THE LIMITATION OF FUNDS (LOF) CLAUSE TO FEE OBLIGATIONS, subparagraph c., is revised to read as follows:

SUBCLIN 0017AA :

	PRIOR	THIS MODIFICATION	CUMULATIVE TOTAL*
(1) Amount Required for Full Funding, Including Fee:	\$ 1,436,248,442	\$ 0	\$ 1,436,248,442
(2) Amount Allotted Under the LOF Clause for Payment of Costs:	[redacted]	[redacted]	[redacted] (b)(4)
(3) Amount Separately Obligated for Payment of Fee:	[redacted]	[redacted]	[redacted]
(4) Total Amount Allotted and Obligated:	\$ 959,846,670	\$9,100,000	\$ 968,946,670
(5) Net Amount Required for Full Funding	\$ 476,401,772	(\$9,100,000)	\$ 467,301,772

\* These figures take into consideration the negotiated total value of SubCLIN 0017AA (This does not include SubCLIN 17AH)

2. The following is an update to Modification P00182 showing a summary of funding by ACRN through Modification P00184:

ACRN	FUNDING
AA	440,100.00

001696

AB	2,298,235.00
AC	17,832,987.00
AD	0.00
AE	7,500,000.00
AF	3,300,000.00
AG	17,192,400.00
AH	700,000.00
AJ	200,000.00
AK	85,000.00
AL	45,000.00
AM	17,045,000.00
AN	5,800.00
AP	20,779,000.00
AQ	105,000.00
AR	35,000.00
AS	0.00
AT	6,984,678.52
AU	7,970,000.00
AV	0.00
AW	100,000.00
AX	3,396,000.00
AY	550,000.00
AZ	19,412,000.00
BA	24,527,878.00
BB	146,000.00
BC	72,000.00
BD	85,000.00
BE	100,000.00
BF	100,000.00
BG	1,975,321.00
BH	38,018,908.00
BJ	8,023,110.00
BK	260,000.00
BL	0.00
BM	125,000.00
BN	103,000.00
BP	10,352,348.00
BU	350,000.00
BV	9,000.00
BW	84,896,852.00
BX	1,146,000.00
BY	3,880,000.00
BZ	190,000.00
KL	118,250.00
KM	192,793,000.00
KN	0.00
KQ	92,811.00
KR	0.00
KS	0.00
KT	386,377,998.00

001697

KU	2,203,183.00
KV	65,000.00
KW	20,000.00
KX	60,000.00
KY	25,000.00
KZ	25,000.00
LA	13,508.00
LB	12,500.00
LC	200,000.00
LD	7,943,648.00
LE	1,173,850.00
LF	10,000.00
LG	62,000.00
LH	400,000.00
LJ	7,476.00
LK	\$273,270,601.00
LL	\$173,798.00
LM	\$1,227,200.00
LN	\$1,095,845.00
LP	\$83,200.00
LQ	\$235,566.00
LR	\$125,000.00
LS	\$6,069,616.00
LT	\$530,377.00
LU	\$9,100,000.00

3. The following is an update to Modification P00182 showing a summary of funding by CLIN by ACRN through Modification P00184:

<u>CLIN</u>	<u>ACRN</u>	<u>FUNDING AMT</u>	<u>CLIN TOTAL</u>
CLIN 0001	AA	440,100.00	
CLIN 0001	AD	0.00	
			<u>440,100.00</u>
CLIN 0003	AB	2,298,235.00	
CLIN 0003	AC	17,832,987.00	
CLIN 0003	AD	0.00	
CLIN 0003	AE	7,500,000.00	
CLIN 0003	AF	3,300,000.00	
CLIN 0003	AG	17,192,400.00	
CLIN 0003	AH	700,000.00	
CLIN 0003	AM	17,045,000.00	
CLIN 0003	AN	5,800.00	
CLIN 0003	AP	20,779,000.00	
CLIN 0003	AS	0.00	
CLIN 0003	AT	6,984,678.52	
CLIN 0003	AW	100,000.00	
CLIN 0003	AY	550,000.00	

001698

		<u>94,288,100.52</u>
CLIN 0005	BA	24,527,878.00
CLIN 0005	BB	146,000.00
CLIN 0005	BC	72,000.00
CLIN 0005	BD	85,000.00
CLIN 0005	BE	100,000.00
CLIN 0005	BF	100,000.00
CLIN 0005	BG	1,975,321.00
CLIN 0005	BH	38,018,908.00
CLIN 0005	BL	0.00
CLIN 0005	BZ	0.00
		<u>65,025,107.00</u>
CLIN 0007AA	BP	10,352,348.00
		<u>10,352,348.00</u>
CLIN 0009AA	AQ	45,106.00
CLIN 0009AA	AV	0.00
CLIN 0009AA	BK	256,545.00
CLIN 0009AA	BM	125,000.00
CLIN 0009AA	BN	21,315.00
		<u>447,966.00</u>
CLIN 0009AB	AJ	200,000.00
CLIN 0009AB	AK	85,000.00
CLIN 0009AB	AL	45,000.00
CLIN 0009AB	AQ	59,894.00
CLIN 0009AB	AR	35,000.00
CLIN 0009AB	BK	3,455.00
CLIN 0009AB	BN	81,685.00
CLIN 0009AB	BU	350,000.00
CLIN 0009AB	BV	9,000.00
		<u>869,034.00</u>
CLIN 0013	AU	7,970,000.00
CLIN 0013	AX	3,396,000.00
CLIN 0013	AY	0.00
CLIN 0013	AZ	19,412,000.00
CLIN 0013	BJ	8,023,110.00
		<u>38,801,110.00</u>
CLIN 0017	BW	0.00
CLIN 0017	KM	0.00
		<u>0.00</u>

001699

CLIN 0017AA	BY	3,880,000.00	
CLIN 0017AA	BX	1,146,000.00	
CLIN 0017AA	BW	84,896,852.00	
CLIN 0017AA	BZ	0.00	
CLIN 0017AA	KM	192,793,000.00	
CLIN 0017AA	KN	0.00	
CLIN 0017AA	KQ	66,151.00	
CLIN 0017AA	KS	0.00	
CLIN 0017AA	KT	386,204,200.00	
CLIN 0017AA	KU	2,203,183.00	
CLIN 0017AA	KY	0.00	
CLIN 0017AA	LC	200,000.00	
CLIN 0017AA	LD	7,943,648.00	
CLIN 0017AA	LE	0.00	
CLIN 0017AA	LH	400,000.00	
CLIN 0017AA	LJ	7,476.00	
CLIN 0017AA	LK	273,270,601.00	
CLIN 0017AA	LQ	235,566.00	
CLIN 0017AA	LS	6,069,616.00	
CLIN 0017AA	LT	530,377.00	
CLIN 0017AA	LU	9,100,000.00	
			<u>968,946,670.00</u>
CLIN 0017AB	KL	118,250.00	
			<u>118,250.00</u>
CLIN 0017AC	BZ	190,000.00	
			<u>190,000.00</u>
CLIN 0017AD	KN	0.00	
CLIN 0017AD	KS	0.00	
			<u>0.00</u>
CLIN 0017AE	LL	173,798.00	
			173,798.00
CLIN 0017AH	KT	173,798.00	
			<u>173,798.00</u>
CLIN 0020AA	KN	0.00	
CLIN 0020AA	KQ	26,660.00	
			<u>26,660.00</u>
CLIN 0021AA	KW	0.00	

001700



			<u>0.00</u>
CLIN 0021AB	KV	0.00	
CLIN 0021AB	LB	0.00	
CLIN 0021AB	KX	0.00	
CLIN 0021AB	KY	0.00	
			<u>0.00</u>
CLIN 0021AC	KZ	0.00	
CLIN 0021AC	LA	0.00	
			<u>0.00</u>
CLIN 0022	KW	0.00	
			<u>0.00</u>
CLIN 0023	KX	60,000.00	
CLIN 0023	KY	25,000.00	
CLIN 0023	KV	65,000.00	
CLIN 0023	LB	12,500.00	
CLIN 0023	LF	10,000.00	
CLIN 0023	LR	\$125,000.00	
			<u>297,500.00</u>
CLIN 0024	LA	13,508.00	
CLIN 0024	LG	62,000.00	
CLIN 0024	KZ	25,000.00	
CLIN 0024	KW	20,000.00	
CLIN 0024	LP	83,200.00	
			<u>203,708.00</u>
CLIN 0025	LE	1,173,850.00	
CLIN 0025	LM	1,227,200.00	
			<u>2,401,050.00</u>
CLIN 0026	LN	1,095,845.00	
			<u>1,095,845.00</u>

(End of Summary of Changes)

001701

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE: V PAGE OF PAGES: 1 | 9

2. AMENDMENT/MODIFICATION NO. P00185
3. EFFECTIVE DATE 14 MAY 09
4. REQUESTION/PURCHASE REQ. NO.
5. PROJECT NO. (if applicable)
ISSUED BY CODE W9113M
7. ADMINISTERED BY (if other than item 6) CODE S2205A
USMC CONTRACT
HUNTSVILLE 3867-3801
(b)(6)
DCM/RAYTHEON
SEATTLE HILL DRIVE
MSB TFFSC
TVAASBURY MA 01860

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)
RAYTHEON COMPANY
380 LOWELL ST.
ANDOVER MA 01860-4400
9A. AMENDMENT OF SOLICITATION NO.
9B. DATED (SEE ITEM 11)
X 10A. MOD. OF CONTRACT/ORDER NO.
DA3600-99-C-0001
10B. DATED (SEE ITEM 13)
X 30-Jan-1999
CODE 05716 FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 4. The hour and date specified for receipt of offer is extended. is not extended.
Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:
(a) By completing Items 8 and 15, and returning copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted;
or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided such telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (if required)
See Schedule

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

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

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

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
Modification Control Number: (b)(6)
To increase and fund SubCLIN 0017AA in the amount of \$1,967,285 for the inclusion of an as the (b)(3)(A) primary relayng method for the Multifunctional Information Distribution System (MIDS) terminal.

[Redacted signature area]

15C. DATE SIGNED 5-14-09

16C. DATE SIGNED 14 May 09 (b)(6)

APPROVED BY OIRM 11-44

36-105-04

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

001702

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

1. SECTION A - SOLICITATION/CONTRACT FORM

The total cost of this contract was increased by \$1,957,265.00 from \$1,659,736,406.00 to \$1,661,693,671.00.

2. SECTION B - SUPPLIES OR SERVICES AND PRICES

SUBCLIN 0017AA

The target cost has increased by \$1,796,430.00 from \$1,318,600,058.00 to \$1,320,396,488.00.

The target profit/fee has increased by [REDACTED] from [REDACTED] to \$117,809,219.00.

The total cost of this line item has increased by [REDACTED] from [REDACTED] to \$1,438,205,707.00.

(b)(4)

This includes an increase in target cost of [REDACTED] of cost and [REDACTED] facilities capital cost of money) and an increase in target fee of [REDACTED] which is [REDACTED] of target cost less facilities capital cost of money.

The following Section B clauses are hereby revised:

B-17. INCENTIVE FEE FOR SUBCLIN 0017AA/CLIN 0018 (SEE H-19):

In accordance with FAR 52.216-7, entitled "Allowable Cost and Payments", and FAR 52.216-10, entitled "Incentive Fee", the total amount for reimbursement of cost and fee for performance under SubCLIN 0017AA/CLIN 0018 are set forth below:

Target Cost [REDACTED]  
Target Fee [REDACTED]

(b)(4)

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

(Share Ratio: Government/Contractor)

Underrun: [REDACTED] for the amount by which the total allowable cost is less than the target cost until maximum fee is attained.

(b)(4)

Overrun: [REDACTED] for the amount by which the total allowable cost exceeds the target cost until minimum fee is attained.

FAR 52.216-10, INCENTIVE, paragraph (e)(1), is stated as follows:

(e) Fee Payable.

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

(b)(4)

B-18. TARGET COST, TARGET FEE, MINIMUM INCENTIVE FEE, MAXIMUM INCENTIVE FEE, AND INCENTIVE ARRANGEMENT FOR SUBCLIN 0017AA/CLIN 0018:

001703

SUBCLIN 0017AA - (Two SDD JLENS Systems)

- a. Target cost: [REDACTED]
- b. Target fee: [REDACTED]
- c. Minimum incentive fee: [REDACTED]
- d. Maximum incentive fee: [REDACTED]
- e. Total target cost and target fee: **\$1,438,205,707**

(b)(4)

3. SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by \$1,957,265.00 from \$1,183,851,044.52 to \$1,185,808,309.52.

SUBCLIN 0017AA:

LV: 21 9 2040 5L 5L68 P172419E555L 255Y 4M9J732000 S01021 4M9J732000/94MJLE/4M5 was increased by \$1,957,265.00 from \$0.00 to \$1,957,265.00

The contract ACRN LV has been added.

Target Cost, Target Fee, and Total for the above increase of \$1,957,265 is distributed as follows and includes a increase in target cost of [REDACTED] of cost and [REDACTED] facilities capital cost of money) and a increase in target incentive fee of [REDACTED] which is [REDACTED] of target cost less facilities capital cost of money.

(b)(4)

Target Cost	[REDACTED]
Target Fee	[REDACTED]
Total	\$1,957,265

IMPLEMENTATION OF AND EXPLANATION OF THE RELATIONSHIP OF THE LIMITATION OF FUNDS (LOF) CLAUSE TO FEE OBLIGATIONS, subparagraph c., is revised to read as follows:

SUBCLIN 0017AA :

	<u>PRIOR</u>	<u>THIS MODIFICATION</u>	<u>CUMULATIVE TOTAL*</u>
(1) Amount Required for Full Funding, Including Fee:	\$ 1,436,248,442	\$ 1,957,265	\$ 1,438,205,707
(2) Amount Allotted Under the LOF Clause for Payment of Costs:	[REDACTED]	[REDACTED]	[REDACTED]
(3) Amount Separately Obligated for Payment of Fee:	[REDACTED]	[REDACTED]	[REDACTED]
(4) Total Amount Allotted and Obligated:	\$ 968,946,670	\$ 1,957,265	\$ 970,903,935
(5) Net Amount Required for Full Funding	\$ 467,301,772	\$ 0	\$ 467,301,772

(b)(4)

\* These figures take into consideration the negotiated total value of SubCLIN 0017AA (This does not include SubCLIN 17AH)

001704

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

Paragraph H-19, INCENTIVE FEE STRUCTURE AND PAYMENT FOR CLIN 0017, SYSTEM DEVELOPMENT AND DEMONSTRATION (SDD), subparagraphs a. and b., are revised as follows:

a. General.

SubCLIN 0017AA, System Development and Demonstration (SDD), is a cost-plus-incentive-fee (CPIF) Line Item with cost and schedule incentives as described below. Paragraph H-19(b) applies only to the Cost Incentive and Paragraph H-19(c) applies only to the Schedule Incentive. The contract price amount of \$1,438,205,707 includes a target cost of [REDACTED] (which includes [REDACTED] of cost and [REDACTED] of facilities capital cost of money) and a target incentive fee of [REDACTED] which is [REDACTED] of target cost less facilities capital cost of money. (b)(4)

b. Cost Incentive.

- (1) The target fee payable under SubCLIN 0017AA is [REDACTED] of the target cost less facilities capital cost of money [REDACTED] an amount equal to [REDACTED]
- (2) The maximum fee payable under SubCLIN 0017AA is [REDACTED] of the target cost less facilities capital cost of money [REDACTED] an amount equal to [REDACTED] (b)(4)
- (3) The minimum fee payable under SubCLIN 0017AA [REDACTED] of the target cost less facilities capital cost of money [REDACTED] an amount equal to [REDACTED]
- (4) Fee will be adjusted for actual cost that is less than or more than the target cost stated above using a share ratio of [REDACTED] Government / [REDACTED] Contractor for actual costs less than the target cost, and a ratio of [REDACTED] Government / [REDACTED] Contractor for actual costs greater than the target cost range applied according to Paragraph H-19(c)(1).
- (5) Nothing stated in this clause shall take precedence over the clause 52.216-10 - Incentive Fee contained in this contract.

5. The following is an update to Modification P00184 showing a summary of funding by ACRN through Modification P00185:

<u>ACRN</u>	<u>FUNDING</u>
AA	440,100.00
AB	2,298,235.00
AC	17,832,987.00
AD	0.00
AE	7,500,000.00
AF	3,300,000.00
AG	17,192,400.00
AH	700,000.00
AJ	200,000.00
AK	85,000.00
AL	45,000.00
AM	17,045,000.00
AN	5,800.00
AP	20,779,000.00
AQ	105,000.00

001705

AR	35,000.00
AS	0.00
AT	6,984,678.52
AU	7,970,000.00
AV	0.00
AW	100,000.00
AX	3,396,000.00
AY	550,000.00
AZ	19,412,000.00
BA	24,527,878.00
BB	146,000.00
BC	72,000.00
BD	85,000.00
BE	100,000.00
BF	100,000.00
BG	1,975,321.00
BH	38,018,908.00
BJ	8,023,110.00
BK	260,000.00
BL	0.00
BM	125,000.00
BN	103,000.00
BP	10,352,348.00
BU	350,000.00
BV	9,000.00
BW	84,896,852.00
BX	1,146,000.00
BY	3,880,000.00
BZ	190,000.00
KL	118,250.00
KM	192,793,000.00
KN	0.00
KQ	92,811.00
KR	0.00
KS	0.00
KT	386,377,998.00
KU	2,203,183.00
KV	65,000.00
KW	20,000.00
KX	60,000.00
KY	25,000.00
KZ	25,000.00
LA	13,508.00
LB	12,500.00
LC	200,000.00
LD	7,943,648.00
LE	1,173,850.00
LF	10,000.00
LG	62,000.00
LH	400,000.00

001706

LJ	7,476.00
LK	\$273,270,601.00
LL	\$173,798.00
LM	\$1,227,200.00
LN	\$1,095,845.00
LP	\$83,200.00
LQ	\$235,566.00
LR	\$125,000.00
LS	\$6,069,616.00
LT	\$530,377.00
LU	\$9,100,000.00
LV	\$1,957,265.00

6. The following is an update to Modification P00184 showing a summary of funding by CLIN by ACRN through Modification P00185:

<u>CLIN</u>	<u>ACRN</u>	<u>FUNDING AMT</u>	<u>CLIN TOTAL</u>
CLIN 0001	AA	440,100.00	
CLIN 0001	AD	0.00	
			<u>440,100.00</u>
CLIN 0003	AB	2,298,235.00	
CLIN 0003	AC	17,832,987.00	
CLIN 0003	AD	0.00	
CLIN 0003	AE	7,500,000.00	
CLIN 0003	AF	3,300,000.00	
CLIN 0003	AG	17,192,400.00	
CLIN 0003	AH	700,000.00	
CLIN 0003	AM	17,045,000.00	
CLIN 0003	AN	5,800.00	
CLIN 0003	AP	20,779,000.00	
CLIN 0003	AS	0.00	
CLIN 0003	AT	6,984,678.52	
CLIN 0003	AW	100,000.00	
CLIN 0003	AY	550,000.00	
			<u>94,288,100.52</u>
CLIN 0005	BA	24,527,878.00	
CLIN 0005	BB	146,000.00	
CLIN 0005	BC	72,000.00	
CLIN 0005	BD	85,000.00	
CLIN 0005	BE	100,000.00	
CLIN 0005	BF	100,000.00	
CLIN 0005	BG	1,975,321.00	
CLIN 0005	BH	38,018,908.00	
CLIN 0005	BL	0.00	
CLIN 0005	BZ	0.00	

001707

			<u>65,025,107.00</u>
CLIN 0007AA	BP	10,352,348.00	
			<u>10,352,348.00</u>
CLIN 0009AA	AQ	45,106.00	
CLIN 0009AA	AV	0.00	
CLIN 0009AA	BK	256,545.00	
CLIN 0009AA	BM	125,000.00	
CLIN 0009AA	BN	21,315.00	
			<u>447,966.00</u>
CLIN 0009AB	AJ	200,000.00	
CLIN 0009AB	AK	85,000.00	
CLIN 0009AB	AL	45,000.00	
CLIN 0009AB	AQ	59,894.00	
CLIN 0009AB	AR	35,000.00	
CLIN 0009AB	BK	3,455.00	
CLIN 0009AB	BN	81,685.00	
CLIN 0009AB	BU	350,000.00	
CLIN 0009AB	BV	9,000.00	
			<u>869,034.00</u>
CLIN 0013	AU	7,970,000.00	
CLIN 0013	AX	3,396,000.00	
CLIN 0013	AY	0.00	
CLIN 0013	AZ	19,412,000.00	
CLIN 0013	BJ	8,023,110.00	
			<u>38,801,110.00</u>
CLIN 0017	BW	0.00	
CLIN 0017	KM	0.00	
			<u>0.00</u>
CLIN 0017AA	BY	3,880,000.00	
CLIN 0017AA	BX	1,146,000.00	
CLIN 0017AA	BW	84,896,852.00	
CLIN 0017AA	BZ	0.00	
CLIN 0017AA	KM	192,793,000.00	
CLIN 0017AA	KN	0.00	
CLIN 0017AA	KQ	66,151.00	
CLIN 0017AA	KS	0.00	
CLIN 0017AA	KT	386,204,200.00	
CLIN 0017AA	KU	2,203,183.00	
CLIN 0017AA	KY	0.00	
CLIN 0017AA	LC	200,000.00	
CLIN 0017AA	LD	7,943,648.00	

001708





CLIN 0022	KW	0.00	<u>0.00</u>
CLIN 0023	KX	60,000.00	
CLIN 0023	KY	25,000.00	
CLIN 0023	KV	65,000.00	
CLIN 0023	LB	12,500.00	
CLIN 0023	LF	10,000.00	
CLIN 0023	LR	\$125,000.00	
			<u>297,500.00</u>
CLIN 0024	LA	13,508.00	
CLIN 0024	LG	62,000.00	
CLIN 0024	KZ	25,000.00	
CLIN 0024	KW	20,000.00	
CLIN 0024	LP	83,200.00	
			<u>203,708.00</u>
CLIN 0025	LE	1,173,850.00	
CLIN 0025	LM	1,227,200.00	
			<u>2,401,050.00</u>
CLIN 0026	LN	1,095,845.00	
			<u>1,095,845.00</u>

(End of Summary of Changes)

001710

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

1. CONTRACT ID CODE: **V** PAGE OF PAGES: **1 | 11**

AMENDMENT/MODIFICATION NO. **P00186** 3. EFFECTIVE DATE **15 MAY 09** 4. REQUISITION/PURCHASE REQ. NO. 5. PROJECT NO. (If applicable)

6. ISSUED BY CODE **WB113M** 7. ADMINISTERED BY (If other than item 6) CODE **S2205A**  
 USAID/DC/STRAT (b)(6)  
 DOMA RAYTHEON  
 80 APPLE HILL DRIVE  
 MS 12912  
 TENNESSEE MA 01808

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)  
 RAYTHEON COMPANY  
 300 LOWELL ST.  
 ANDOVER MA 01810-4400

9A. AMENDMENT OF SOLICITATION NO.  
 9B. DATED (SEE ITEM 11)  
 X 10A. MOD. OF CONTRACT/ORDER NO. **DASG80-98-C-0001**  
 10B. DATED (SEE ITEM 13)  
 X **30-Jan-1998**

CODE **05716** FACILITY CODE

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)  
 See Schedule

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

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

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

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
 Modification Control Number: [Redacted]  
 The purpose of this modification is to incrementally fund SubCLIN0017AA in the not-to-exceed (NTE) amount of \$323,657 to continue the [Redacted]

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

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

15. NAME AND TITLE OF SIGNER (Type or print) 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) (b)(6)  
 [Redacted] 16B. [Redacted]  
 [Redacted] 16C. DATE SIGNED  
 [Redacted] 15 May 09  
 (Signature of person authorized to sign) (Signature of Contracting Officer)

001711

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

**SUMMARY OF CHANGES**

1. SECTION A - SOLICITATION/CONTRACT FORM

The total cost of this contract was increased by \$323,567.00 from \$1,661,693,671.00 to \$1,662,017,238.00.

The following have been added by full text:

PURPOSE

SUBCLIN 0017AA is hereby modified to provide funding in the not-to-exceed (NTE) amount of \$323,567 to continue with the [REDACTED]. The results of the trade study are due December 31, 2009. Total cost of the study shall not exceed a total amount of \$323,567.

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

The trade study shall address the following areas:

**Statement of Objectives:**

In FY08, the [REDACTED]

[REDACTED] The effort assessed both technical feasibility and provided suggested operational concepts that would be consistent and complementary (minimally disruptive) with already planned JLENS operational constructs. The Army JLENS study assessed:

- 1) For the [REDACTED]
  - a. [REDACTED]
  - b. [REDACTED]
  - c. [REDACTED]

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

- 2) For the Force Protection Mission Area, the study addressed
  - a. [REDACTED]

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

- 3) The study recommended key next steps for additional data collect and demonstrations.

**Taskings:**

1. Execute a tech development and demonstration project to demonstrate the [REDACTED] identified in referenced studies. The effort will initially focus on recording stimulant release and other applicable field data, and then re-process the data to [REDACTED]. Up to 3 data collection events will be planned during the 12 month period at [REDACTED] or other locations as may provide sufficient data to compare to analytic work previously conducted.

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

2. Create a demonstration plan to cover the sequence of planned activities from FY09 through FY11 that could be overlaid on already planned JLENS development activities with minimal or no disruption, yet would yield some initial data collections and demonstrated capability in support of the [REDACTED]

3. If applicable and results warrant, support a demonstration approach to the JLENS sensor to allow processing of real time sensor data to in support of [REDACTED]

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

001712

Fire Control Radar Study (9 Man Month Study)

- Continue study from 2008. Study performance of the sensor given different agent volumes (height extent of the cloud) (do not assume agent volume fills the radar beam)
- Continue waveform design to improve detection performance
- Continue signal processing filter design and detection algorithms
  - o Better antenna model
  - o Model oscillator noise and impact on clutter
- Study should include performance in current JLENS missions and performance in a [redacted] only (continuously searching a region and monitoring changes over time)

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

Surveillance Radar Study (3 Man Month Study)

- Perform initial study to determine if the Surveillance Radar provides additional capability [redacted]

(a)(b)

Test/Demonstration Planning (5 Man Month Study)

- Planning for a demonstration with JLENS (possible [redacted] or other location where JLENS will be available) to include the following:
  - o Coordinate activities with current JLENS activities
  - o Design possible scenarios
  - o Study impact to current software (special SW builds?)
  - o Data collection
  - o Post mission analysis
  - o Estimate costs for such an event

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

CY09 Deliverables:

Support working group meetings with DTRA and Documentation (2 Man Months)

- Support working group technical meetings
- JLENS [redacted] in July 2009
- JLENS [redacted] in December 2009
- JLENS Final Report in December 2009

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

1) Short monthly project financial and performance status reports via e-mail

(b)(3)(A)

2) Quarterly project status reviews (telcon or hosted meetings, no more than one half day each)

(i)&Title 10

3) Demonstration Plan. Top level document (PPT package is acceptable) describing project plan of action. As part of this, includes a short, 5 minute Operational Concept Mockup/visualizations for demonstration capability in support of 1) [redacted] 2) long duration on-station counter [redacted] support. And also a Security Plan if required, which describes methods to ensure appropriate protection of JLENS information

Sec 130 (a)(b)

4) Initial capability demonstration. Non real time, in-the-lab demonstration of performance using measured/recorded data re-processed for the two counter [redacted]

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

2. SECTION B - SUPPLIES OR SERVICES AND PRICES

SUBCLIN 0017AA

The target cost has increased by [redacted] from [redacted] to [redacted]

(b)(4)

The target profit/fee has increased by [redacted] from [redacted] to \$117,835,724.00.

The total cost of this line item has increased by [redacted] from [redacted] to \$1,438,529,274.00.

(b)(4)

This includes an increase in target cost of [redacted] cost and [redacted] of facilities capital cost of money) and an increase in target fee of [redacted] which is [redacted] % of target cost less facilities capital cost of money.

The following Section B clauses are hereby revised:

001713

**B-17. INCENTIVE FEE FOR SUBCLIN 0017AA/CLIN 0018 (SEE H-19):**

In accordance with FAR 52.216-7, entitled "Allowable Cost and Payments", and FAR 52.216-10, entitled "Incentive Fee", the total amount for reimbursement of cost and fee for performance under SubCLIN 0017AA/CLIN 0018 are set forth below:

Target Cost  
Target Fee

[REDACTED]

(b)(4)

Incentive Arrangement: Maximum Fee:  
Minimum Fee:

[REDACTED]

(Share Ratio: Government/Contractor)

Underrun: [REDACTED] for the amount by which the total allowable cost is less than the target cost until maximum fee is attained.

Overrun: [REDACTED] for the amount by which the total allowable cost exceeds the target cost until minimum fee is attained.

(b)(4)

FAR 52.216-10, INCENTIVE, paragraph (e)(1), is stated as follows:

(e) Fee Payable.

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

(b)(4)

**B-18. TARGET COST, TARGET FEE, MINIMUM INCENTIVE FEE, MAXIMUM INCENTIVE FEE, AND INCENTIVE ARRANGEMENT FOR SUBCLIN 0017AA/CLIN 0018:**

SUBCLIN 0017AA - (Two SDD JLENS Systems)

a. Target cost:

[REDACTED]

b. Target fee:

[REDACTED]

c. Minimum incentive fee:

[REDACTED]

d. Maximum incentive fee:

[REDACTED]

e. Total target cost and target fee:

\$1,438,529,274

(b)(4)

**3. SECTION G - CONTRACT ADMINISTRATION DATA**

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by \$323,567.00 from \$1,185,808,309.52 to \$1,186,131,876.52.

001714

SUBCLIN 0017AA:

LW: 21 9 2040 5L 5L68 P172419E555L 255Y 4M9J7CUST01 S01021 4M9J7CUST01/94MCB1/4M5 was increased by \$255,567.00 from \$0.00 to \$255,567.00  
The contract ACRN LW has been added.

LX: 21 9 2040 5L 5L68 P172419E555L 255Y 4M9J7CUST02 S01021 4M9J7CUST02/94MCB2/4M5 was increased by \$68,000.00 from \$0.00 to \$68,000.00  
The contract ACRN LX has been added.

Target Cost, Target Fee, and Total for the above increase of \$323,567 is distributed as follows and includes a increase in target cost of [redacted] of cost and [redacted] facilities capital cost of money) and a increase in target incentive fee of [redacted] which is [redacted] of target cost less facilities capital cost of money.

(b)(4)

Target Cost	[redacted]
Target Fee	[redacted]
Total	\$323,567

IMPLEMENTATION OF AND EXPLANATION OF THE RELATIONSHIP OF THE LIMITATION OF FUNDS (LOF) CLAUSE TO FEE OBLIGATIONS, subparagraph c., is revised to read as follows:

SUBCLIN 0017AA :

	PRIOR	THIS MODIFICATION	CUMULATIVE TOTAL*
(1) Amount Required for Full Funding, Including Fee:	\$ 1,438,205,707	\$323,567	\$ 1,438,529,274
(2) Amount Allotted Under the LOF Clause for Payment of Costs:	[redacted]	[redacted]	[redacted]
(3) Amount Separately Obligated for Payment of Fee:	[redacted]	[redacted]	[redacted]
(4) Total Amount Allotted and Obligated:	\$ 970,903,935	\$323,567	\$ 971,227,502
(5) Net Amount Required for Full Funding	\$ 467,301,772	\$ 0	\$ 467,301,772

(b)(4)

\* These figures take into consideration the negotiated total value of SubCLIN 0017AA (This does not include SubCLIN 17AH)

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

Paragraph H-19, INCENTIVE FEE STRUCTURE AND PAYMENT FOR CLIN 0017, SYSTEM DEVELOPMENT AND DEMONSTRATION (SDD), subparagraphs a. and b., are revised as follows:

a. General.

SubCLIN 0017AA, System Development and Demonstration (SDD), is a cost-plus-incentive-fee (CPIF) Line Item with cost and schedule incentives as described below. Paragraph H-19(b) applies only to the Cost Incentive and Paragraph H-19(c) applies only to the Schedule Incentive. The contract price amount of \$1,438,529,274 includes a target cost of [redacted] which includes [redacted] of cost and [redacted] facilities capital cost of money) and a target incentive fee of [redacted] which is [redacted] of target cost less facilities capital cost of money.

(b)(4)

b. Cost Incentive.

- (1) The target fee payable under SubCLIN 0017AA is [redacted] of the target cost less facilities capital cost of money [redacted] an amount equal to [redacted]

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- (2) The maximum fee payable under SubCLIN 0017AA is [REDACTED] of the target cost less facilities capital cost of money [REDACTED] an amount equal to [REDACTED]
- (3) The minimum fee payable under SubCLIN 0017AA is [REDACTED] of the target cost less facilities capital cost of money [REDACTED] an amount equal to [REDACTED]
- (4) Fee will be adjusted for actual cost that is less than or more than the target cost stated above using a share ratio of [REDACTED] Government / [REDACTED] Contractor for actual costs less than the target cost, and a ratio of [REDACTED] Government / [REDACTED] Contractor for actual costs greater than the target cost range applied according to Paragraph H-19(c)(1). (b)(4)
- (5) Nothing stated in this clause shall take precedence over the clause 52.216-10 - Incentive Fee contained in this contract.

5. The following is an update to Modification P00185 showing a summary of funding by ACRN through Modification P00186:

<u>ACRN</u>	<u>FUNDING</u>
AA	440,100.00
AB	2,298,235.00
AC	17,832,987.00
AD	0.00
AE	7,500,000.00
AF	3,300,000.00
AG	17,192,400.00
AH	700,000.00
AJ	200,000.00
AK	85,000.00
AL	45,000.00
AM	17,045,000.00
AN	5,800.00
AP	20,779,000.00
AQ	105,000.00
AR	35,000.00
AS	0.00
AT	6,984,678.52
AU	7,970,000.00
AV	0.00
AW	100,000.00
AX	3,396,000.00
AY	550,000.00
AZ	19,412,000.00
BA	24,527,878.00
BB	146,000.00
BC	72,000.00
BD	85,000.00
BE	100,000.00
BF	100,000.00
BG	1,975,321.00
BH	38,018,908.00

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BJ	8,023,110.00
BK	260,000.00
BL	0.00
BM	125,000.00
BN	103,000.00
BP	10,352,348.00
BU	350,000.00
BV	9,000.00
BW	84,896,852.00
BX	1,146,000.00
BY	3,880,000.00
BZ	190,000.00
KL	118,250.00
KM	192,793,000.00
KN	0.00
KQ	92,811.00
KR	0.00
KS	0.00
KT	386,377,998.00
KU	2,203,183.00
KV	65,000.00
KW	20,000.00
KX	60,000.00
KY	25,000.00
KZ	25,000.00
LA	13,508.00
LB	12,500.00
LC	200,000.00
LD	7,943,648.00
LE	1,173,850.00
LF	10,000.00
LG	62,000.00
LH	400,000.00
LJ	7,476.00
LK	\$273,270,601.00
LL	\$173,798.00
LM	\$1,227,200.00
LN	\$1,095,845.00
LP	\$83,200.00
LQ	\$235,566.00
LR	\$125,000.00
LS	\$6,069,616.00
LT	\$530,377.00
LU	\$9,100,000.00
LV	\$1,957,265.00
LW	\$255,567.00
LX	\$68,000.00

6. The following is an update to Modification P00185 showing a summary of funding by CLIN by ACRN through

001717

Modification P00186:

<u>CLIN</u>	<u>ACRN</u>	<u>FUNDING AMT</u>	<u>CLIN TOTAL</u>
CLIN 0001	AA	440,100.00	
CLIN 0001	AD	0.00	
			<u>440,100.00</u>
CLIN 0003	AB	2,298,235.00	
CLIN 0003	AC	17,832,987.00	
CLIN 0003	AD	0.00	
CLIN 0003	AE	7,500,000.00	
CLIN 0003	AF	3,300,000.00	
CLIN 0003	AG	17,192,400.00	
CLIN 0003	AH	700,000.00	
CLIN 0003	AM	17,045,000.00	
CLIN 0003	AN	5,800.00	
CLIN 0003	AP	20,779,000.00	
CLIN 0003	AS	0.00	
CLIN 0003	AT	6,984,678.52	
CLIN 0003	AW	100,000.00	
CLIN 0003	AY	550,000.00	
			<u>94,288,100.52</u>
CLIN 0005	BA	24,527,878.00	
CLIN 0005	BB	146,000.00	
CLIN 0005	BC	72,000.00	
CLIN 0005	BD	85,000.00	
CLIN 0005	BE	100,000.00	
CLIN 0005	BF	100,000.00	
CLIN 0005	BG	1,975,321.00	
CLIN 0005	BH	38,018,908.00	
CLIN 0005	BL	0.00	
CLIN 0005	BZ	0.00	
			<u>65,025,107.00</u>
CLIN 0007AA	BP	10,352,348.00	
			<u>10,352,348.00</u>
CLIN 0009AA	AQ	45,106.00	
CLIN 0009AA	AV	0.00	
CLIN 0009AA	BK	258,545.00	
CLIN 0009AA	BM	125,000.00	
CLIN 0009AA	BN	21,315.00	
			<u>447,966.00</u>
CLIN 0009AB	AJ	200,000.00	

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CLIN 0009AB	AK	85,000.00	
CLIN 0009AB	AL	45,000.00	
CLIN 0009AB	AQ	59,894.00	
CLIN 0009AB	AR	35,000.00	
CLIN 0009AB	BK	3,455.00	
CLIN 0009AB	BN	81,685.00	
CLIN 0009AB	BU	350,000.00	
CLIN 0009AB	BV	9,000.00	
			<u>869,034.00</u>
CLIN 0013	AU	7,970,000.00	
CLIN 0013	AX	3,396,000.00	
CLIN 0013	AY	0.00	
CLIN 0013	AZ	19,412,000.00	
CLIN 0013	BJ	8,023,110.00	
			<u>38,801,110.00</u>
CLIN 0017	BW	0.00	
CLIN 0017	KM	0.00	
			<u>0.00</u>
CLIN 0017AA	BY	3,880,000.00	
CLIN 0017AA	BX	1,146,000.00	
CLIN 0017AA	BW	84,896,852.00	
CLIN 0017AA	BZ	0.00	
CLIN 0017AA	KM	192,793,000.00	
CLIN 0017AA	KN	0.00	
CLIN 0017AA	KQ	66,151.00	
CLIN 0017AA	KS	0.00	
CLIN 0017AA	KT	386,204,200.00	
CLIN 0017AA	KU	2,203,183.00	
CLIN 0017AA	KY	0.00	
CLIN 0017AA	LC	200,000.00	
CLIN 0017AA	LD	7,943,648.00	
CLIN 0017AA	LE	0.00	
CLIN 0017AA	LH	400,000.00	
CLIN 0017AA	LJ	7,476.00	
CLIN 0017AA	LK	273,270,601.00	
CLIN 0017AA	LQ	235,566.00	
CLIN 0017AA	LS	6,069,616.00	
CLIN 0017AA	LT	530,377.00	
CLIN 0017AA	LU	\$9,100,000.00	
CLIN 0017AA	LV	\$1,957,265.00	
CLIN 0017AA	LW	\$255,567.00	
CLIN 0017AA	LX	\$68,000.00	
			<u>971,227,502.00</u>

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CLIN 0017AB	KL	118,250.00	
			<u>118,250.00</u>
CLIN 0017AC	BZ	190,000.00	
			<u>190,000.00</u>
CLIN 0017AD	KN	0.00	
CLIN 0017AD	KS	0.00	
			<u>0.00</u>
CLIN 0017AE	LL	173,798.00	
			173,798.00
CLIN 0017AH	KT	173,798.00	
			<u>173,798.00</u>
CLIN 0020AA	KN	0.00	
CLIN 0020AA	KQ	26,660.00	
			<u>26,660.00</u>
CLIN 0021AA	KW	0.00	
			<u>0.00</u>
CLIN 0021AB	KV	0.00	
CLIN 0021AB	LB	0.00	
CLIN 0021AB	KX	0.00	
CLIN 0021AB	KY	0.00	
			<u>0.00</u>
CLIN 0021AC	KZ	0.00	
CLIN 0021AC	LA	0.00	
			<u>0.00</u>
CLIN 0022	KW	0.00	
			<u>0.00</u>
CLIN 0023	KX	60,000.00	
CLIN 0023	KY	25,000.00	
CLIN 0023	KV	65,000.00	
CLIN 0023	LB	12,500.00	
CLIN 0023	LF	10,000.00	
CLIN 0023	LR	\$125,000.00	
			<u>297,500.00</u>

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CLIN 0024	LA	13,508.00	
CLIN 0024	LG	62,000.00	
CLIN 0024	KZ	25,000.00	
CLIN 0024	KW	20,000.00	
CLIN 0024	LP	83,200.00	
			<u>203,708.00</u>
CLIN 0025	LE	1,173,850.00	
CLIN 0025	LM	1,227,200.00	
			<u>2,401,050.00</u>
CLIN 0026	LN	1,095,845.00	
			<u>1,095,845.00</u>

(End of Summary of Changes)

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AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE V	PAGE OF PAGES 1   10
AMENDMENT/MODIFICATION NO. J187	3. EFFECTIVE DATE 01-Jun-2009	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)	
6. ISSUED BY USASMDG/ABSTRAT [REDACTED] (b)(6) HUNTSVILLE AL 35897-0007	CODE W9113M	7. ADMINISTERED BY (If other than item 6) DCMA RAYTHEON 50 APPLE HILL DRIVE M/S T2FR2 TEWKSBURY MA 01878	CODE S2205A	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) RAYTHEON COMPANY 350 LOWELL ST. ANDOVER MA 01810-4400			9A. AMENDMENT OF SOLICITATION NO.	
			9B. DATED (SEE ITEM 11)	
			X 10A. MOD. OF CONTRACT/ORDER NO. DASG60-98-C-0001	
			X 10B. DATED (SEE ITEM 13) 30-Jan-1998	
CODE 05716	FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.				
12. ACCOUNTING AND APPROPRIATION DATA (If required)				
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.				
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.				
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).				
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:				
X D. OTHER (Specify type of modification and authority) UNLATERAL: FAR 52.243-2, Changes				
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.				
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: [REDACTED] (b)(6) To revise the DD Form 254, Contract Security Classification Specification; to revise the Statement of Work (SOW) and Contract Data Requirements List (CDRL) associated with CLIN 0017AA, JLENS System Development and Demonstration (SDD) Program; to extend the period of performance for CLIN 0017AA to 30 Sep 2013. No additional funding is provided.				
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.				
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
[REDACTED]			[REDACTED] (b)(6)	
15B. CONTRACTOR/OFFEROR			16B. UNITED STATES OF AMERICA	
(Signature of person authorized to sign)			[REDACTED] (b)(6) (Signature of Contracting Officer)	
15C. DATE SIGNED		16C. DATE SIGNED		
		01-Jun-2009 (b)(6)		

EXCEPTION TO SF 30

20 105 04

STANDARD FORM 30 (Rev 10-87)

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SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

1. SECTION A - SOLICITATION/CONTRACT FORM

The total cost of this contract was increased by \$149,926,212.00 from \$1,662,017,238.00 to \$1,811,943,450.00.

2. SECTION B - SUPPLIES OR SERVICES AND PRICES

SUBCLIN 0017AA

The target cost has increased by [redacted] from [redacted] to [redacted]

The target profit/fee has increased by [redacted] from [redacted] to [redacted]

The total cost of this line item has increased by \$149,926,212.00 from \$1,438,529,274.00 to \$1,588,455,486.00.

(b)(4)

This includes an increase in target cost of [redacted] of cost and [redacted] of facilities capital cost of money) and an increase in target fee of [redacted] which is [redacted] of target cost less facilities capital cost of money.

(b)(4)

The following Section B clauses are hereby revised:

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

<u>CLIN</u>	<u>SUPPLIES OR SERVICES</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>AMOUNT</u>
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BASIC (SEGMENT 1)

0017	JLENS SDD Program Effort in accordance with Statement of Work entitled "Joint Land Attack Cruise Missile Defense Elevated Netted Sensor System (JLENS) System Development and Demonstration (SDD) Program", SW-JLENS-SDD-2006, 30 November 2006, revised 06 April 2009, incorporated herein and attached as set forth in Section J hereof.			
0017AA	SDD JLENS System Design, development, procurement, fabrication, integration, testing, and delivery of two (2) SDD JLENS Systems			\$1,588,455,486

0017AB	JLENS SDD Systems Studies/Exercises To provide funding for [redacted]			\$118,250 (b)(3)(A) (i)&Title 10 Sec 130 (a)(b)
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001723

<u>CLIN</u>	<u>SUPPLIES OR SERVICES</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>AMOUNT</u>
	[REDACTED]			(b)(3)(A)(i)&Title 10 Sec 130 (a)(b)
	JLENS SDD Systems Studies/Exercises To provide funding for JLENS Support to [REDACTED]			\$190,000
0017AC	[REDACTED]			(b)(3)(A)(i)&Title 10 Sec 130 (a)(b)
0018	Contract Data Requirements List (CDRLs), DD Form 1423, Exhibit A, consisting of Exhibit Line Item Nos. B001 and B014, dated 07 May 09, and B002 through B062 (less B014), dated 20 Mar 09, incorporated herein and attached by reference as set forth in Section J hereof.	1	Lot	Not Separately Priced
	OPTION 6			
0019	5 <sup>TH</sup> Aerostat Platform Effort in accordance with Statement of Work entitled "Joint Land Attack Cruise Missile Defense Elevated Netted Sensor System (JLENS) System Development and Demonstration (SDD) Program" incorporated herein and attached as set forth in Section J hereof.			
0019AA	5 <sup>th</sup> Aerostat Platform	See B-20		\$22,195,610

**B-17. INCENTIVE FEE FOR SUBCLIN 0017AA/CLIN 0018 (SEE H-19):**

In accordance with FAR 52.216-7, entitled "Allowable Cost and Payments", and FAR 52.216-10, entitled "Incentive Fee", the total amount for reimbursement of cost and fee for performance under SubCLIN 0017AA/CLIN 0018 are set forth below:

Target Cost [REDACTED]  
Target Fee [REDACTED]

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

(Share Ratio: Government/Contractor)

Underrun: [REDACTED] or the amount by which the total allowable cost is less than the target cost until maximum fee is attained.

Overrun: [REDACTED] or the amount by which the total allowable cost exceeds the target cost until minimum fee is attained.

(b)(4)

(b)(4)

FAR 52.216-10, INCENTIVE, paragraph (e)(1), is stated as follows:

(e) Fee Payable.

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

(b)(4)

B-18. TARGET COST, TARGET FEE, MINIMUM INCENTIVE FEE, MAXIMUM INCENTIVE FEE, AND INCENTIVE ARRANGEMENT FOR SUBCLIN 0017AA/CLIN 0018:

SUBCLIN 0017AA – (Two SDD JLENS Systems)

- a. Target cost: [redacted]
- b. Target fee: [redacted]
- c. Minimum incentive fee: [redacted]
- d. Maximum incentive fee: [redacted]
- e. Total target cost and target fee: \$1,588,455,486

(b)(4)

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

a. Paragraph F-1, COMPLETION OF REQUIREMENT, is revised as follows:

2. The contractor shall complete the task required by SubCLIN 0017AA and complete delivery of all data and reports required by CLIN 0018 by 30 SEP 2013.

b. Paragraph F-5, MILESTONE EVENTS AND PERFORMANCE PERIOD:

MILESTONE EVENT	TIME PERIOD
<u>CLIN 0017</u>	
Orbit SRR	First Quarter FY07
Orbit SFRR	First Quarter FY07
Orbit SFR	Second Quarter FY07
Platform PDRR	Second Quarter FY07
FCR PDRR/CDRR	Third Quarter FY07
SuR PDRR	First Quarter FY08
Processing Station & CP PDRR	First Quarter FY08
Platform CDRR	Second Quarter FY08
Orbit PDR	Second Quarter FY08
SuR CDRR	Fourth Quarter FY08

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Processing Station & CP CDRR	Fourth Quarter FY08
Orbit CDR	Second Quarter FY09
Fire Control System Ground TRR	Fourth Quarter FY10
SuR System Ground TRR	Fourth Quarter FY10
<b>System Capability Review #1</b>	<b>First Quarter FY11</b>
Orbit #1 Elevated Test Complete	First Quarter FY11
Production Readiness Review	First Quarter FY11
<b>System Capability Review #2</b>	<b>Third Quarter FY11</b>
Orbit #2 Elevated Test Complete	<b>Third Quarter FY11</b>
Elevated Test Report	<b>Third Quarter FY11</b>
Limited User Test (LUT) TRR	<b>Third Quarter FY11</b>
<b>CPG SW (CID, TBM, SMTI, LCR) Build 4 Demo</b>	<b>Third Quarter FY11</b>
<b>LUT</b>	<b>Fourth Quarter FY11</b>
<b>System Capability Review #3</b>	<b>First Quarter FY12</b>
<b>Logistics Demo #1</b>	<b>First Quarter FY12</b>
<b>Milestone C (Information Only)</b>	<b>Second Quarter FY12</b>
<b>Product Qualification Test (PQT)</b>	<b>Second Quarter FY12</b>
<b>Logistics Demo #2</b>	<b>Third Quarter FY12</b>
<b>First Unit Equipped (FUE) (Information Only)</b>	<b>Fourth Quarter FY12</b>
<b>Orbit #1 DD250</b>	<b>First Quarter FY12</b>
<b>Orbit #2 DD250</b>	<b>First Quarter FY13</b>
<b>End of Contract (Information Only)</b>	<b>Fourth Quarter FY13</b>

4. SECTION G - CONTRACT ADMINISTRATION DATA

IMPLEMENTATION OF AND EXPLANATION OF THE RELATIONSHIP OF THE LIMITATION OF FUNDS (LOF) CLAUSE TO FEE OBLIGATIONS, subparagraph c., is revised to read as follows:

SUBCLIN 0017AA :			
	<u>PRIOR</u>	<u>THIS MODIFICATION</u>	<u>CUMULATIVE TOTAL*</u>
(1) Amount Required for Full Funding, Including Fee:	\$ 1,438,529,274	\$ 149,926,212	\$ 1,588,455,486

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(2) Amount Allotted Under the LOF Clause for Payment of Costs:	[REDACTED]	[REDACTED]	[REDACTED]
(3) Amount Separately Obligated for Payment of Fee:	[REDACTED]	[REDACTED]	[REDACTED]
(4) Total Amount Allotted and Obligated:	\$ 971,227,502	\$ 0	\$ 971,227,502
(5) Net Amount Required for Full Funding	\$ 467,301,772	\$149,926,212	\$ 617,227,984

(b)(4)

\* These figures take into consideration the negotiated total value of SubCLIN 0017AA (This does not include SubCLIN 17AH)

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

Paragraph H-19, INCENTIVE FEE STRUCTURE AND PAYMENT FOR CLIN 0017, SYSTEM DEVELOPMENT AND DEMONSTRATION (SDD), subparagraphs a. and b., are revised as follows:

a. General.

SubCLIN 0017AA, System Development and Demonstration (SDD), is a cost-plus-incentive-fee (CPIF) Line Item with cost and schedule incentives as described below. Paragraph H-19(b) applies only to the Cost Incentive and Paragraph H-19(c) applies only to the Schedule Incentive. The contract price amount of \$1,588,453,486 includes a target cost of [REDACTED] which includes [REDACTED] of cost and [REDACTED] of facilities capital cost of money) and a target incentive fee of [REDACTED] which is [REDACTED] of target cost less facilities capital cost of money.

(b)(4)

b. Cost Incentive.

(1) The target fee payable under SubCLIN 0017AA is [REDACTED] of the target cost less facilities capital cost of money [REDACTED] an amount equal to [REDACTED]

(2) The maximum fee payable under SubCLIN 0017AA is [REDACTED] of the target cost less facilities capital cost of money [REDACTED] an amount equal to [REDACTED]

(3) The minimum fee payable under SubCLIN 0017AA is [REDACTED] of the target cost less facilities capital cost of money [REDACTED] an amount equal to [REDACTED]

(b)(4)

(4) Fee will be adjusted for actual cost that is less than or more than the target cost stated above using a share ratio of [REDACTED] Government / [REDACTED] contractor for actual costs less than the target cost, and a ratio of [REDACTED] Government / [REDACTED] contractor for actual costs greater than the target cost range applied according to Paragraph H-19(c)(1).

(5) Nothing stated in this clause shall take precedence over the clause 52.216-10 - Incentive Fee contained in this contract.

c. Schedule Incentive.

(1) A maximum [REDACTED] "flat zone" will be established at the target cost value of [REDACTED] with the conduct of milestones below. The "flat zone" over which the contractor will earn target fee is for eligible costs from [REDACTED] [REDACTED] since the program milestones set forth below are conducted.

(b)(4)

(a) [REDACTED] of the maximum benefit of the "flat zone", earned by the conduct of the SDD System Functional Review NLT 2nd Quarter, Fiscal Year 2007. (It is hereby acknowledged by the government that Raytheon completed the requirement for this flat zone and earned the "Flat Zone" schedule incentive of [REDACTED] Final determination of incentive fee payment utilizing the "Flat Zone" amount will be made at the conclusion of the contract. Reference letter, dated 5 March 2007 from [REDACTED]

(b)(4)

(b)(6)

001727

(b) [redacted] of the maximum benefit of the "flat zone", earned by the conduct of SDD Orbit Critical Design review NLT 2nd Quarter, Fiscal Year 2009. (It is hereby acknowledged by the government that Raytheon completed the requirement for this flat zone and earned the "Flat Zone" schedule incentive of \$ [redacted] Final determination of incentive fee payment utilizing the "Flat Zone" amount will be made at the conclusion of the contract. Reference letter, dated 12 January 2009, from [redacted]

(b)(4)  
(b)(4)  
(b)(6)

(2) An additional schedule incentive fee pool of [redacted] (maximum) is established and will be awarded to the contractor for conducting Test Readiness Review to allow for the Limited User Test Effort according to the schedule below:

(b)(4)

(a) [redacted] of the schedule fee pool, an amount of [redacted] will be awarded to the contractor if the contractor conducts the Test Readiness Review for the Limited User Test NLT 31 March 2011.

(b)(4)

(b) [redacted] of the schedule fee pool, an amount of [redacted] will be awarded to the contractor if the contractor conducts the Test Readiness Review for the Limited User Test NLT 28 February 2011.

(b)(4)

(c) [redacted] of the schedule fee pool, an amount of [redacted] will be awarded to the contractor if the contractor conducts the Test Readiness Review for the Limited User Test NLT 31 January 2011.

(b)(4)

(d) [redacted] of the schedule fee pool, an amount of [redacted] will be awarded to the contractor if the contractor conducts the Test Readiness Review for the Limited User Test NLT 31 December 2010.

(b)(4)

(e) If the contractor conducts the Test Readiness Review for the Limited User Test on or after 01 April 2011, the contractor is not entitled to any of the schedule fee incentive pool.

(f) If the contractor achieves an early milestone as listed in (a) through (d), the contractor shall submit a letter to the government Contracting Officer notifying him/her of the completion of the milestone and the claim for the incentive fee.

(3) For Earned Value and cost reporting purposes, the target cost value of [redacted] will be used.

(b)(4)

(4) If schedule incentive fee listed above is earned, the additional contract value will be added to the total value of this contract at the time the incentive is earned.

d. Changes issued under FAR 52.243-2, Changes - Cost Reimbursement

In the event of a change issued under FAR 52.243-2, Changes - Cost Reimbursement, it is agreed that changes to the performance and schedule incentive may be considered a part of the equitable adjustment. In the event that any Options to CLIN 0017 are added and exercised, the incentive fee for cost and schedule/performance applicable to the Option will be incorporated in accordance with the incentive fee structure of this provision.

6. SECTION J - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

The following have been modified:

<u>TITLE</u>	<u>DATE</u>	<u># OF PAGES</u>
Contract Security Classification Specification (DD Form 254), Revision 11 (Added per Modification P00187) (DD Form 254 mailed via US Postal Service)	14 May 2009	11
JLENS Software Source Code Specifically Negotiated License, 04 Sep 08		8

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License Number JLENS-SWLA-01  
(Added per Modification P00166)

CLIN 0017:

JLENS System Development and Demonstration  
(SDD) Program Statement of Work (Revised by  
Incorporating CSDR Plans dated 20 Febr 2007 in  
Appendix C per Modification P00136)

30 Nov 06 - 37  
Revised 20 Feb 07

**JLENS System Development and Demonstration  
(SDD) Program Statement of Work  
(Added per Modification P00187)**

**Revised 06 Apr 09 38**



March 08 1 (b)(3)(A)(i)&Title  
10 Sec 130 (a)(b)

Contract Data Requirements List (DD Form 1423)  
Exhibit A with Distribution List & Data Item  
Nos. B001 through B062  
(Replace Data Item Nos. B026 and B027, only  
Per Modification P00136)  
(Replace Data Item Nos. B048 and B049, only  
Per Modification P00143 & to add statement in  
Section A of Modification P00143)  
(Replace Data Item No. B033 only, per  
Modification P00161)

01 Dec 06 63  
Revised 05 Apr 07  
Revised 24 Oct 07  
Revised 11 Jul 08 1

**Contract Data Requirements List (DD Form 1423)  
Exhibit A, Data Item Nos. B001 and B014  
(Added per Modification P00187)**

**Revised 07 May 09 2**

**Contract Data Requirements List (DD Form 1423)  
Exhibit A, Data Item Nos. B002 through B062 (less B014 )  
(Added per Modification P00187)**

**Revised 20 Mar 09 60**

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

24 October 07

\*Per a mutual agreement between Raytheon and JLENS Product Office all Contract Data Requirements List (CDRL's) (DD Form 1423) are due on the next business day after the required due date if the due date falls on Saturday, Sunday or a Government Holiday. In addition, for any CDRL with a requirement to resubmit within 10 days or less after receipt of comments, where Raytheon receives the comments on a Friday, the timeframe for resubmittal will begin on the next business day. Statement added in Mod P00143 on 24 Oct. 2007.

GFE/GFP/GFS List for SDD  
Replaced with Rev. B List  
\*\*Add items below  
For record-keeping purposes  
(Per Mod P00143)  
Replaced with Revision C List  
(Per Modification P00183)

28 Nov 06 2  
15 Oct 07 6  
Revised 22 Oct 07  
09 Mar 09 12

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\*\*Per the DCMA and [redacted] Raytheon is authorized rent free use on a non-interference use of the equipment listed below for utilization on JLENS Fire Control Radar Prime Contract DASG60-98-C-0001 for the period from 19 April 2007 through 30 September 2011. (b)(4)

[redacted]

(b)(3)(A)

[redacted]

(b)(3)(A)

[redacted]

(b)(3)(A)

Hereby added in Mod P00148 for tracking purposes:

Originated in Basic Contract:

Government Furnished Equipment - Spiral 1

20 Jun 03 1 List

(Spiral 1 Equipment Transferred to Government

25 Mar 07\* 34 pages

Contract DASG60-00-C-0091 DD Form 1149 (attached)

(Revised 21 Nov 07)\* 34 pages

Gov't Technical POC: [redacted] (b)(6)

Ship to address:

[redacted]

(b)(4)

\*NOTE: Items 1-1060 transferred to Contract DASG60-00-C-0091 per revised GFE list dated 21 Nov 07. Items 1061 - 1116 GFE items retained on Contract DASG60-98-C-0001 for Spiral 2 per GFE list dated 25 Mar 07.

JLENS Performance Specification, MIS-PRF-55628,  
Revision A  
(Added by reference per Modification P00168)

27 Jun 08

136

Annex A to the JLENS Performance Specification,  
MIS-PRF-55628, Revision A  
(Added by reference per Modification P00168)

27 Jun 08

10

CLIN 0021  
JLENS Simulation Support  
SOW dated 28 January 2008  
[redacted]

28 January 2008

2 pages

(b)(3)(A)

Simulation Support Tasks  
(Added per Mod P00153)

CLIN 0025

JLENS Integrated Fire Control Demonstration Program  
Statement of Work, Revision 3  
(Added per Modification P00165)

14 Jan 08

3

001730

JLENS Integrated Fire Control Demonstration Program  
Program and Technical Clarification Description,  
incorporated herein by reference  
(Added per Modification P00165)

25 Jul 08

17

Contract Data Requirements List (DD Form 1423)  
Exhibit B, Data Items Nos. B001 through B004, with  
Data Item Descriptions  
(Added per Modification P00165)

16 Oct 07

19

(End of Summary of Changes)

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**CONTRACT SECURITY CLASSIFICATION SPECIFICATION**

*(The requirements of the DoD Industrial Security Manual apply to all security aspects of this effort.)*

a. FACILITY CLEARANCE REQUIRED	(b)(7)(E)
b. LEVEL OF SAFEGUARDING REQUIRED	(b)(7)(E)

<b>THIS SPECIFICATION IS FOR:</b> <i>(x and complete as applicable)</i>		<b>3. THIS SPECIFICATION IS:</b> <i>(x and complete as applicable)</i>	
<input checked="" type="checkbox"/> a. PRIME CONTRACT NUMBER <b>DASG60-98-C-0001</b>	<input type="checkbox"/> a. ORIGINAL (Complete date in all cases)	DATE (YYMMDD) <b>19980113</b>	
<input type="checkbox"/> b. SUBCONTRACT NUMBER	<input checked="" type="checkbox"/> b. REVISED (Supersedes all previous specs)	Revision No. <b>11</b>	DATE (YYMMDD) <b>20090514</b>
<input type="checkbox"/> c. SOLICITATION OR OTHER NUMBER	<input type="checkbox"/> c. FINAL (Complete Item 5 in all cases)	DATE (YYMMDD)	

**4. THIS IS A FOLLOW-ON CONTRACT?**  YES  NO. If Yes, complete the following:  
Classified material received or generated under \_\_\_\_\_ (Preceding Contract Number) is transferred to this follow-on contract.

**5. IS THIS A FINAL DD FORM 254?**  YES  NO. If Yes, complete the following:  
In response to the contractor's request dated \_\_\_\_\_, retention of the identified classified material is authorized for the period of \_\_\_\_\_.

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

a. NAME, ADDRESS, AND ZIP CODE Raytheon Company Integrated Defense Systems 350 Lowell Street Andover, MA 01810-4400	b. CAGE CODE 05716	c. COGNIZANT SECURITY OFFICE <i>(Name, Address, and Zip Code)</i> Defense Security Service 187 Ballardvale Street Suite B-205 Wilmington MA 01887-1062
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**7. SUBCONTRACTOR**

a. NAME, ADDRESS, AND ZIP CODE	b. CAGE CODE	c. COGNIZANT SECURITY OFFICE <i>(Name, Address, and Zip code)</i>

**8. ACTUAL PERFORMANCE**

a. LOCATION as Block 6a and secondary Test Sites as directed by the JLENS Product Office	b. CAGE CODE	c. COGNIZANT SECURITY OFFICE <i>(Name, Address, and Zip Code)</i>

**9. GENERAL IDENTIFICATION OF THIS PROCUREMENT**  
System Development and Demonstration (SDD) for the Joint Land Attack Cruise Missile Defense Elevated Netted Sensor (JLENS) Systems Product Office.

<b>10. THIS CONTRACT WILL REQUIRE ACCESS TO:</b>	<b>11. IN PERFORMING THIS CONTRACT, THE CONTRACTOR WILL:</b>
a. COMMUNICATIONS SECURITY (COMSEC) INFORMATION	a. HAVE ACCESS TO CLASSIFIED INFORMATION ONLY AT ANOTHER CONTRACTOR'S FACILITY OR A GOVERNMENT ACTIVITY
b. RESTRICTED DATA	b. RECEIVE CLASSIFIED DOCUMENTS ONLY
c. CRITICAL NUCLEAR WEAPON DESIGN INFORMATION	c. RECEIVE AND GENERATE CLASSIFIED MATERIAL
d. FORMERLY RESTRICTED DATA	d. FABRICATE, MODIFY, OR STORE CLASSIFIED HARDWARE
e. INTELLIGENCE INFORMATION:	e. PERFORM SERVICES ONLY
(1) Sensitive Compartmented information (SCI)	f. HAVE ACCESS TO U.S. CLASSIFIED INFORMATION OUTSIDE THE U.S., PUERTO RICO, U.S. POSSESSIONS AND TRUST TERRITORIES
(2) Non-SCI	g. BE AUTHORIZED TO USE THE SERVICES OF DEFENSE TECHNICAL INFORMATION CENTER (DTIC) OR OTHER SECONDARY DISTRIBUTION CENTER
f. SPECIAL ACCESS INFORMATION	h. REQUIRE A COMSEC ACCOUNT
g. NATO INFORMATION	i. HAVE TEMPEST REQUIREMENTS
h. FOREIGN GOVERNMENT INFORMATION	j. HAVE OPERATIONS SECURITY (OPSEC) REQUIREMENTS
i. LIMITED DISSEMINATION INFORMATION	k. BE AUTHORIZED TO USE THE DEFENSE COURIER SERVICE
j. FOR OFFICIAL USE ONLY INFORMATION	l. OTHER <i>(Specify)</i>
k. OTHER <i>(Specify)</i>	Require classified computer processing

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or unless it has been approved for public release by appropriate U.S. Government authority. Proposed public releases shall be submitted for approval prior to release

Direct  Through (Specify):

Commander, US Army Aviation and Missile Command, ATTN: AMSAM-PA, Redstone Arsenal AL 35898-5000. [REDACTED]

(b)  
(7)  
(E)

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

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

Technical POC is [REDACTED]

(b)(6)

Estimated date of completion of the contract is 30 September 2013.

See continuation pages for additional security guidance.

**14. ADDITIONAL SECURITY REQUIREMENTS.** Requirements, in addition to NISPOM requirements, are established for this contract. (If Yes, identify the pertinent contractual clauses in the contract document itself, or provide any appropriate statement which identifies the additional requirements. Provide a copy of the requirements to the cognizant security office. Use Item 13 if additional space is needed.)

Yes  No

(b)  
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(E)

**15. INSPECTIONS.** Elements of this contract are outside the inspection responsibility of the cognizant security office. (If Yes, explain and identify specific areas or elements carved out and the activity responsible for inspections. Use Item 13 if additional space is needed.)

Yes  No

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

a. TYPED NAME OF CERTIFYING OFFICIAL

b. TITLE

TELEPHONE (Include Area Code)

d. ADDRESS (Include Zip Code)

Cruise Missile Defense Systems Project Office  
SFAE-MSLS-CMDS-JLN-SO  
Bldg 5308, Room 8050  
Redstone Arsenal, AL 35898-5000

**17. REQUIRED DISTRIBUTION**

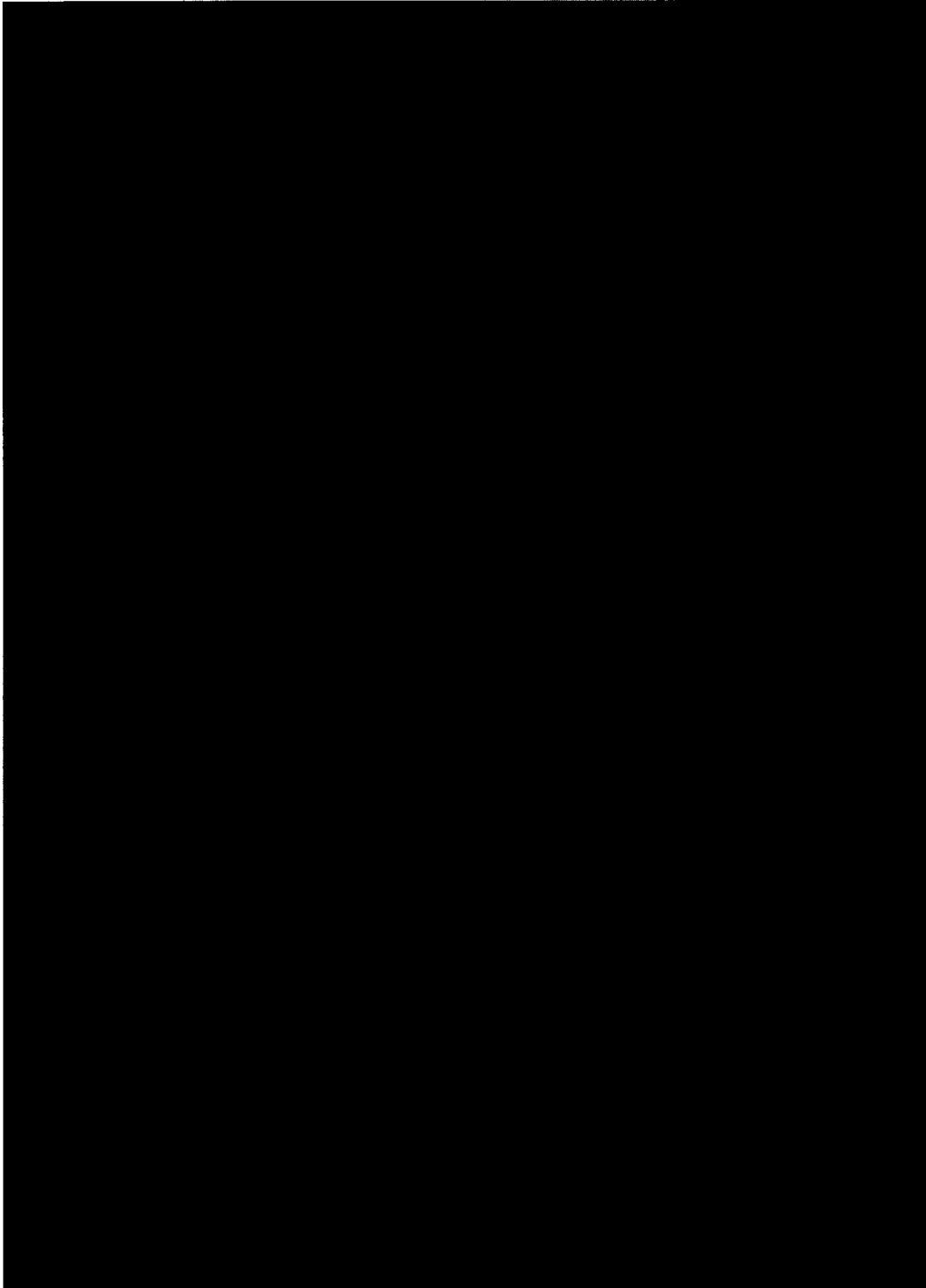
- a. CONTRACTOR
- b. SUBCONTRACTOR
- c. COGNIZANT SECURITY OFFICE FOR PRIME AND SUBCONTRACTOR
- d. U.S. ACTIVITY RESPONSIBLE FOR OVERSEAS SECURITY ADMINISTRATION
- e. ADMINISTRATIVE CONTRACTING OFFICER
- f. OTHERS AS NECESSARY

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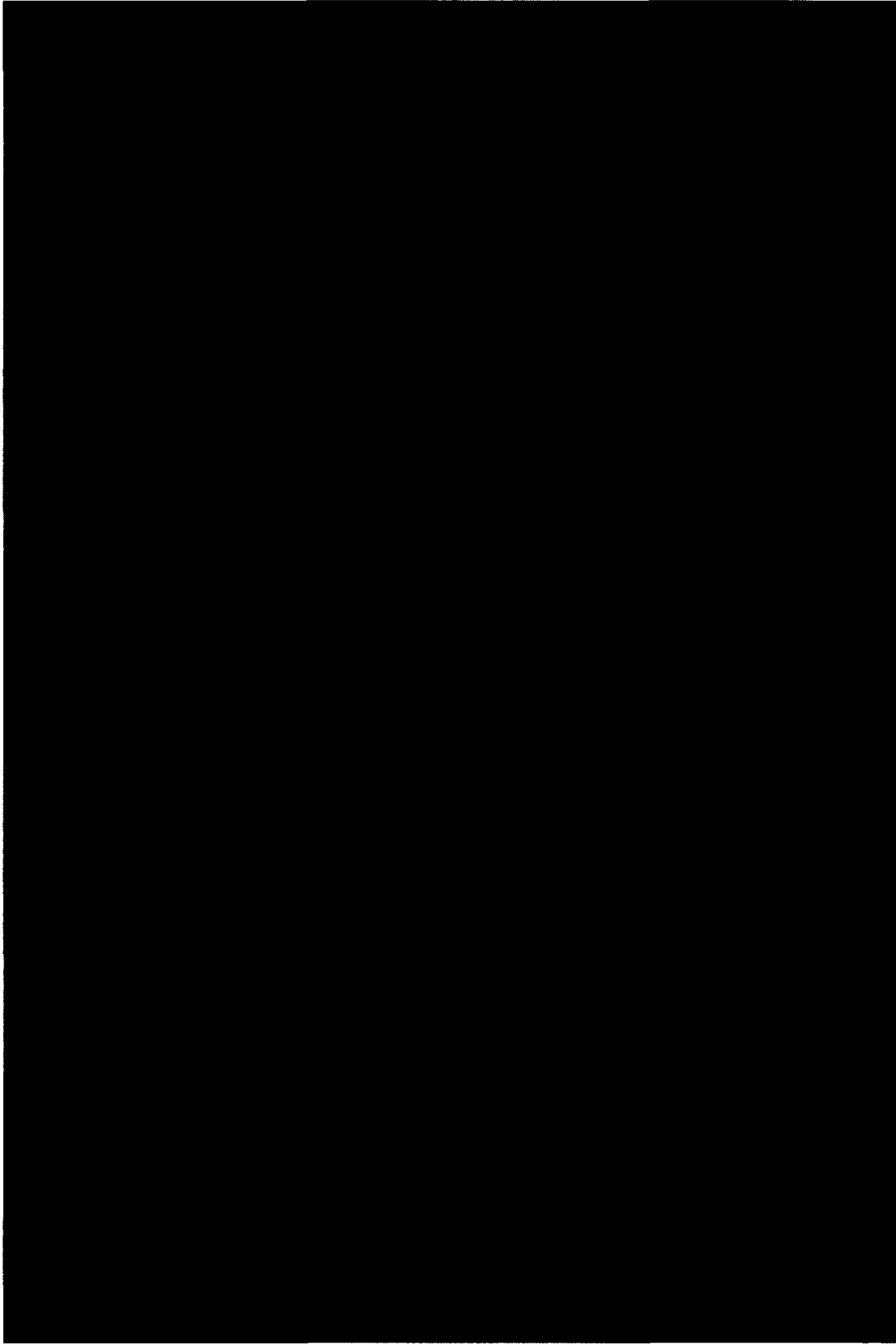
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**FOR OFFICIAL USE ONLY**

001734

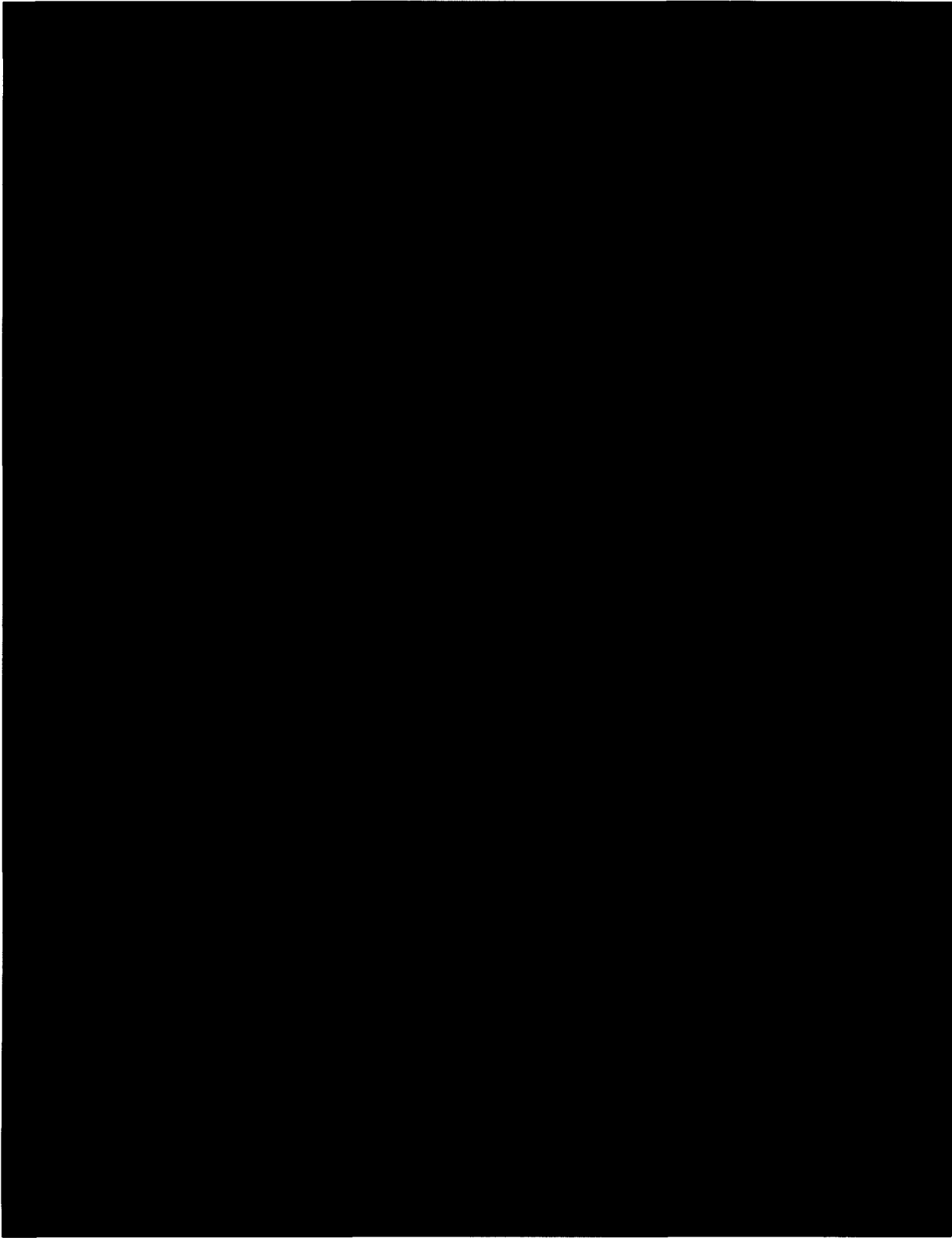


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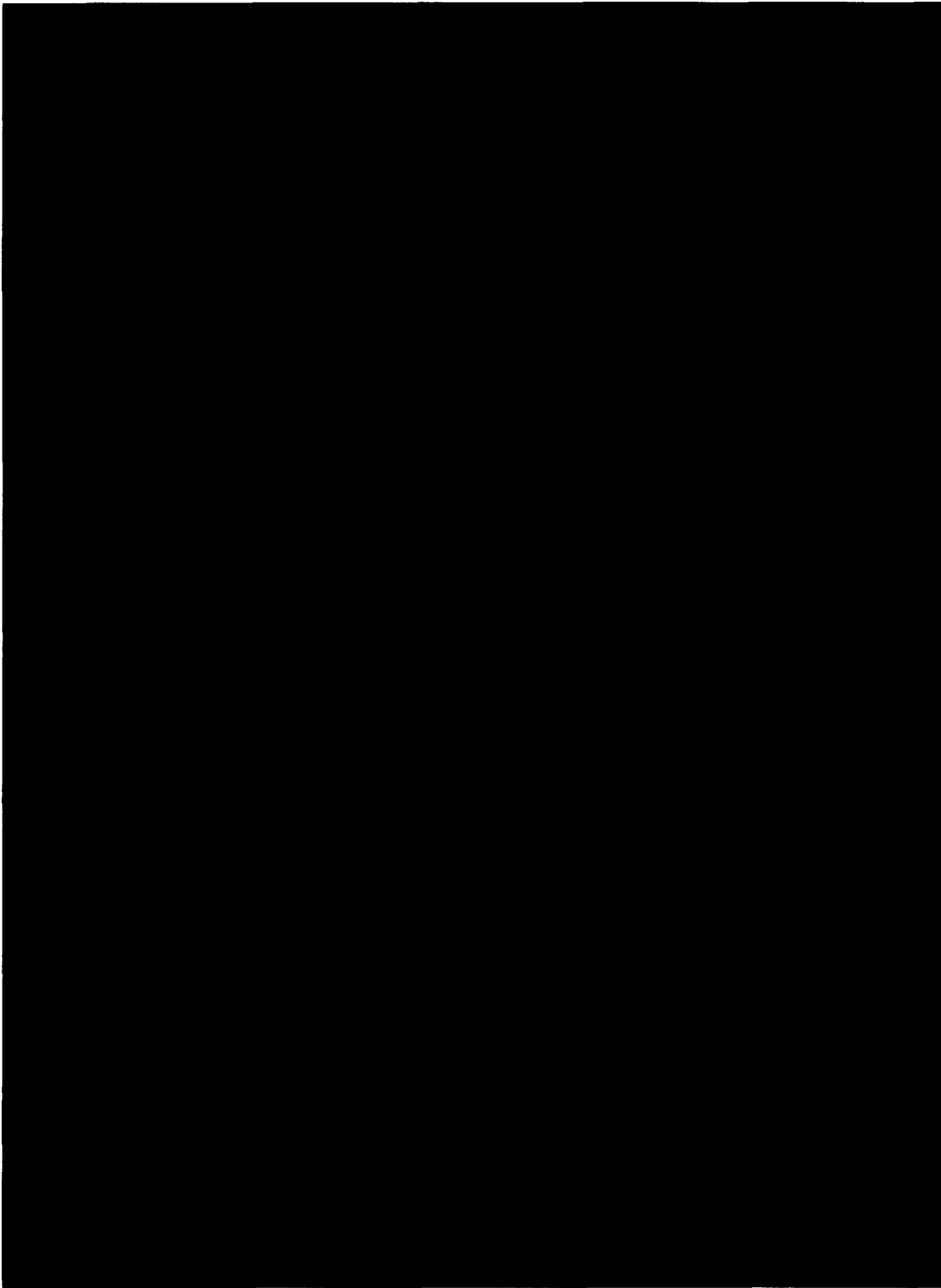


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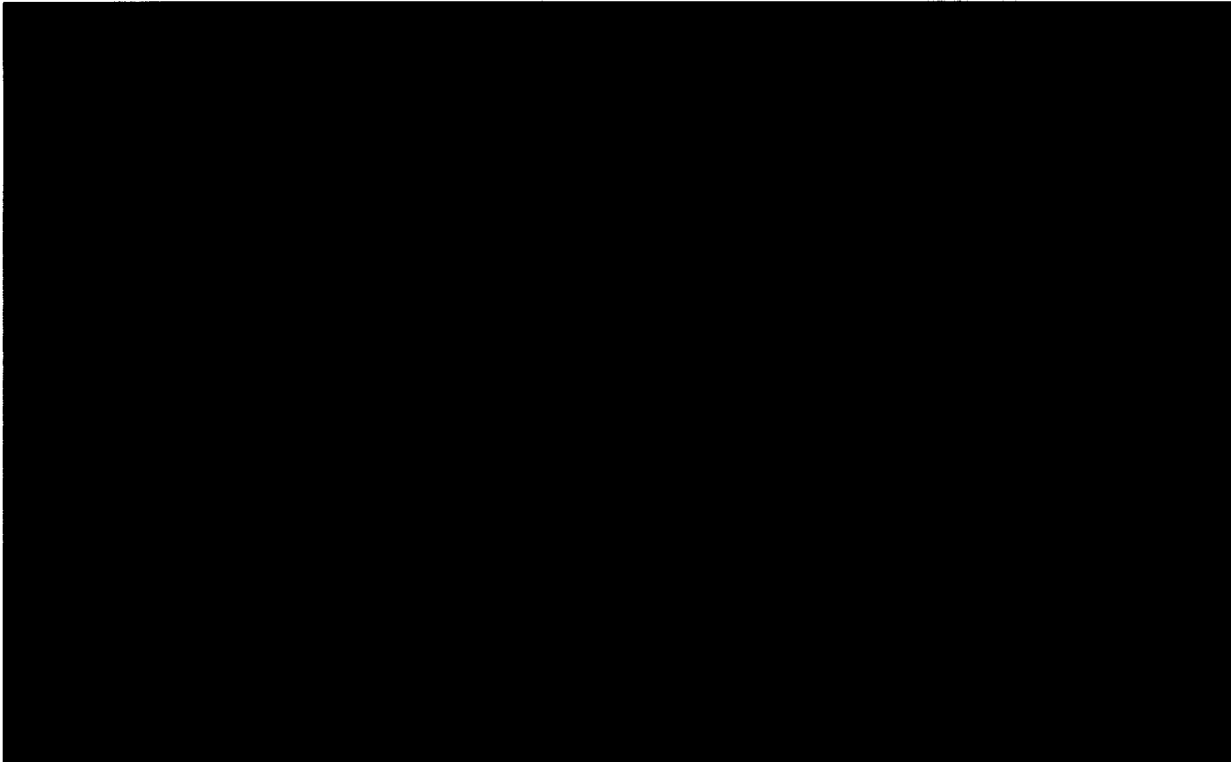
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(b)(7)(E)

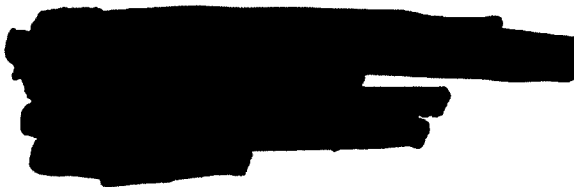
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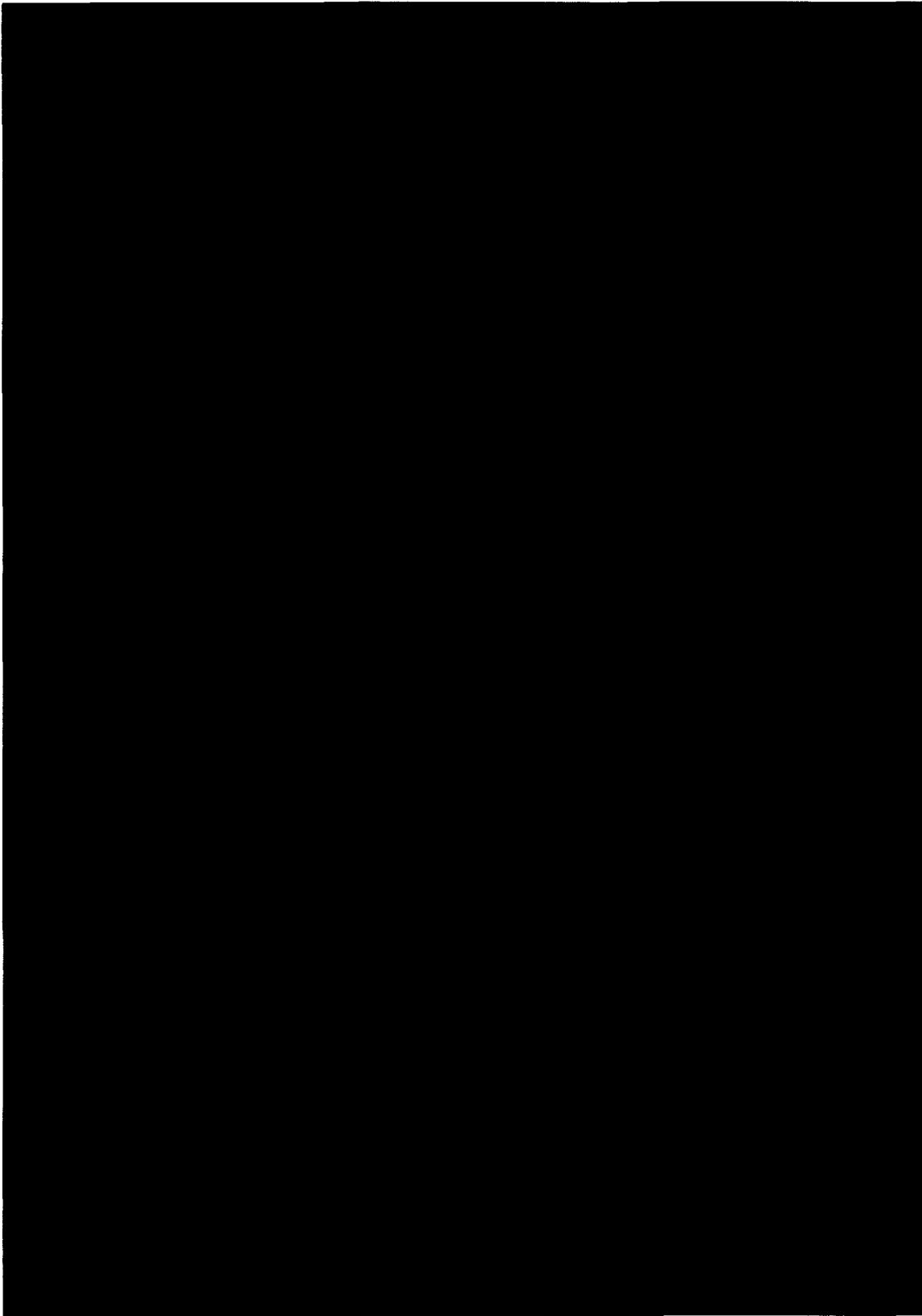


(b)(6)

**FOR OFFICIAL USE ONLY**

001740



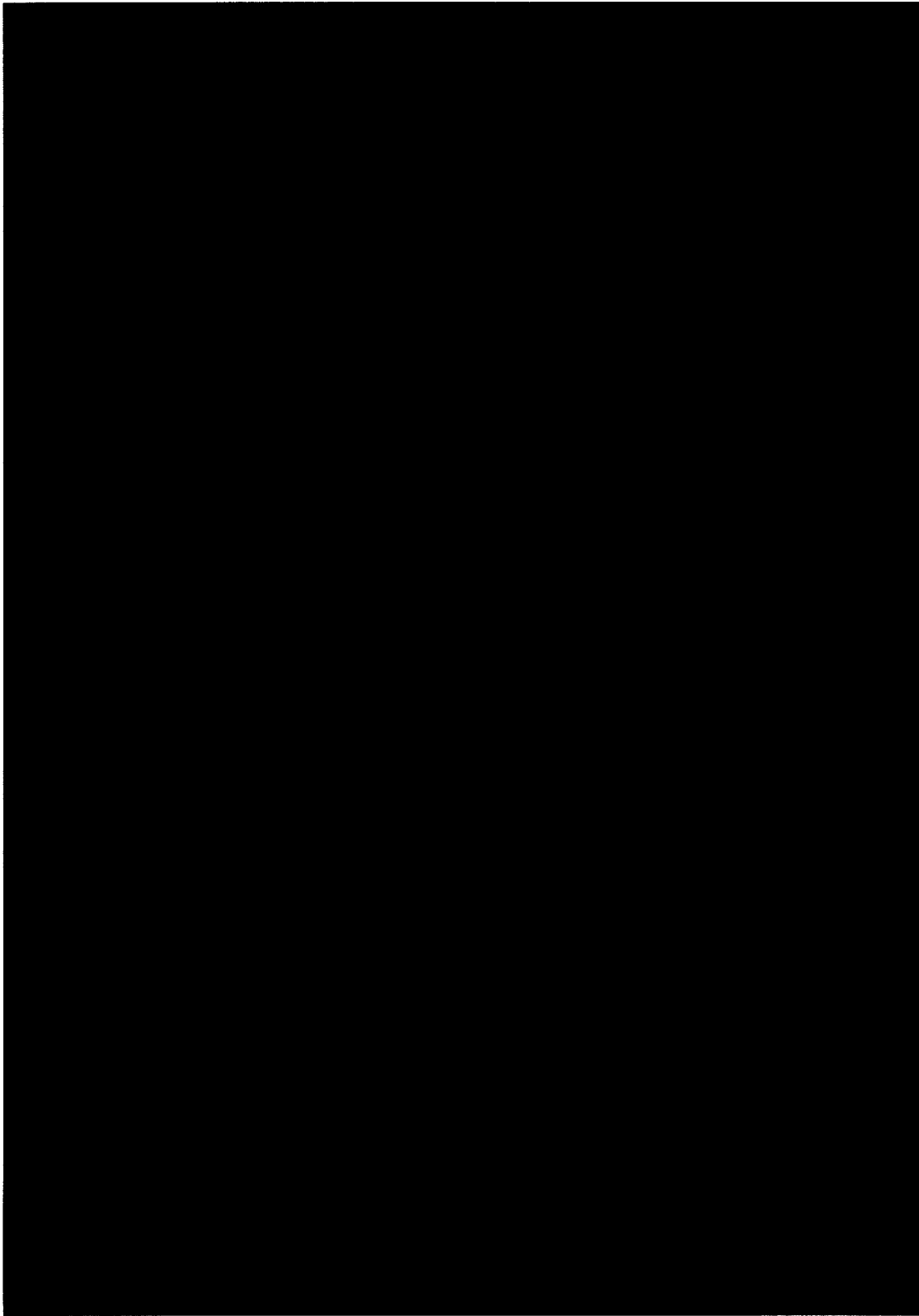


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(b)(7)(E)

001741



(b)(7)(E)

(b)(7)(E)

001742

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACTED CODE	PAGE OF PAGES
2. AMENDMENT/MODIFICATION NO. D00188			V	1   3
3. EFFECTIVE DATE 25 JUN 09		4. REQUEST FOR PURCHASE NO.		5. PROJECT NO. (if applicable)
6. ISSUED BY [REDACTED] (b)(6)		7. AMENDMENT BY (What is your name?) DORIS WYNN SAPPHIRE DRIVE SUNNYVALE TECHNOLOGY INC		CODE S200A
8. NAME AND ADDRESS OF CONTRACTOR. (No., Street, County, State and Zip Code) WYNN COMPANY SHELTON ST. ANDOVER MA 01920-0208			9A. AMENDMENT OF SOLICITATION NO.	
CODE 05716			9B. DATED (SEE ITEM 11)	
FACILITY CODE			X 10A. MOD. OF CONTRACT/ORDER NO. DASIG-00-C-001	
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS			X 10B. DATED (SEE ITEM 13) 30-Jan-1989	
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of offers is extended. <input type="checkbox"/> is extended. <input type="checkbox"/> is not extended.				
<p>Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:</p> <p>(a) By completing Items 8 and 15, and returning copies of this amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment number. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. No verbal offers or amendments you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.</p>				
12. ACCOUNTING AND APPROPRIATION DATA (if required)				
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 1A.				
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.				
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as change in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.105(b).				
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.202-22, "Limitation of Funds" and Mutual Agreement				
D. OTHER (Specify type of modification and authority)				
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return 1 copies to the issuing office.				
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings including solicitation/contract subject matter where feasible.) Modification Control Number: [REDACTED] To correct the distribution of target cost and target fee funding decreased from SubCLIN 0017AA in Modification F00101; to revise Section H, KEY PERSONNEL, to change the Program Manager; and to Section H, INCENTIVE FEE STRUCTURE AND PAYMENT FOR CLIN 0017, SYSTEM DEVELOPMENT AND DEMONSTRATION (SD), to correct the "flat zone" amounts.				
Except as provided herein, all terms and conditions of the document referenced in Item 8A or 8B, as hereinafter changed, remain unchanged and in full force and effect.				
15A. [REDACTED]			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
15B. [REDACTED]			16B. [REDACTED]	
15C. DATE SIGNED 6-25-09			16C. DATE SIGNED 25 JUN 09	
(Signature of person authorized to sign)			(Signature of Contracting Officer)	

(b)(6)

(b)(6)

(b)(6)

001743

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

**SUMMARY OF CHANGES**

**1. SECTION G – CONTRACT ADMINISTRATION DATA**

The distribution of target cost and target fee funding decreased from SubCLIN 0017AA in Modification P00181 is hereby revised as follows:

**FROM:**

Target Cost, Target Fee, and Total for the above decrease of \$6,310,846 is distributed as follows and includes a decrease in target cost of [REDACTED] of cost and [REDACTED] facilities capital cost of money) and a decrease in target incentive fee of [REDACTED] which is [REDACTED] target cost less facilities capital cost of money.

(b)(4)

Target Cost	[REDACTED]
Target Fee	[REDACTED]
Total	\$6,310,846

**TO:**

Target Cost, Target Fee, and Total for the above decrease of \$6,310,846 is distributed as follows and includes a decrease in target cost of [REDACTED] of cost and [REDACTED] facilities capital cost of money) and a decrease in target incentive fee of [REDACTED] which is [REDACTED] of target cost less facilities capital cost of money.

(b)(4)

Target Cost	[REDACTED]
Target Fee	[REDACTED]
Total	\$6,310,846

IMPLEMENTATION OF AND EXPLANATION OF THE RELATIONSHIP OF THE LIMITATION OF FUNDS (LOF) CLAUSE TO FEE OBLIGATIONS, subparagraph c., is revised as follows to adjust the amounts allotted for payment of costs and fee based on the redistribution of the decreases shown above:

SUBCLIN 0017AA :

	PRIOR	THIS MODIFICATION	CUMULATIVE TOTAL*
(1) Amount Required for Full Funding, Including Fee:	\$ 1,588,455,486	\$ 0	\$ 1,588,455,486
(2) Amount Allotted Under the LOF Clause for Payment of Costs:	[REDACTED]	[REDACTED]	[REDACTED]
(3) Amount Separately Obligated for Payment of Fee:	[REDACTED]	[REDACTED]	[REDACTED]
(4) Total Amount Allotted and Obligated:	\$ 971,227,502	\$ 0	\$ 971,227,502
(5) Net Amount Required for Full Funding	\$ 617,227,984	\$ 0	\$ 617,227,984

(b)(4)

\* These figures take into consideration the negotiated total value of SubCLIN 0017AA (This does not include SubCLIN 17AH)

**2. SECTION H - SPECIAL CONTRACT REQUIREMENTS**

Paragraph H-14, KEY PERSONNEL, paragraph b., is revised as follows to change the Program Manager from

001744

[REDACTED]

Key Personnel List:

(b)(6)

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

(b)(6)

Paragraph H-19, INCENTIVE FEE STRUCTURE AND PAYMENT FOR CLIN 0017, SYSTEM DEVELOPMENT AND DEMONSTRATION (SDD), subparagraph c., is revised as follows to reflect increases/decreases in target cost value in Modifications P00156, P00157, P00168, P00169, P00176, P00179, P00180, P00182, P00185, P00186, and P00187.

c. Schedule Incentive.

(1) A maximum [REDACTED] "flat zone" will be established at the target cost value of [REDACTED] with the conduct of milestones below. The "flat zone" over which the contractor will earn target fee is for eligible costs from [REDACTED] to [REDACTED] since the program milestones set forth below are conducted.

(b)(4)

(End of Summary of Changes)

001745

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>				1. CONTRACT ID CODE <b>V</b>	PAGE OF PAGES <b>1   8</b>
AMENDMENT/MODIFICATION NO. <b>0189</b>		3. EFFECTIVE DATE <b>29-Jun-2009</b>	4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (if applicable)
6. ISSUED BY [REDACTED] (b)(6) [REDACTED] (b)(6)		CODE <b>W9113M</b>	7. ADMINISTERED BY (if other than item 6) DCMA RAYTHEON 50 APPLE HILL DRIVE M/S T2FR2 TEWKSBURY MA 01876		CODE <b>S2205A</b>
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) RAYTHEON COMPANY 350 LOWELL ST. ANDOVER MA 01810-4400				9A. AMENDMENT OF SOLICITATION NO.	
				9B. DATED (SEE ITEM 11)	
				X 10A. MOD. OF CONTRACT/ORDER NO. <b>DASG60-98-C-0001</b>	
				X 10B. DATED (SEE ITEM 13) <b>30-Jan-1998</b>	
CODE <b>05716</b>		FACILITY CODE			
<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
<b>12. ACCOUNTING AND APPROPRIATION DATA (If required)</b> <b>See Schedule</b>					
<b>13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.</b>					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).					
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:					
X D. OTHER (Specify type of modification and authority) <b>UNILATERAL: FAR 52.232-22, "Limitation of Funds"</b>					
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.					
<b>14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)</b> Modification Control Number: [REDACTED] (b)(6) To incrementally fund SubCLIN 0017AA in the amount of \$6,000,000.					
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.					
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)		
[REDACTED]			[REDACTED] (b)(6)		
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED	16B. UNITED STATES OF AMERICA		16C. DATE SIGNED
[REDACTED] (Signature of person authorized to sign)			[REDACTED] (Signature of Contracting Officer)		<b>29-Jun-2009</b> (b)(6)

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

**SUMMARY OF CHANGES**

1. SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by \$6,000,000.00 from \$1,186,131,876.52 to \$1,192,131,876.52.

SUBCLIN 0017AA:

LK: 21 9 2040 5L 5L68 P172419E555L 255Y 4M9J730000 S01021 4M9J730000/94MJLE/4M5 was increased by \$6,000,000.00 from \$273,270,601.00 to \$279,270,601.00

Target Cost, Target Fee, and Total for the above increase of \$6,000,000 is distributed as follows and includes a increase in target cost of [redacted] of cost and [redacted] facilities capital cost of money) and a increase in target incentive fee of [redacted] which is [redacted] target cost less facilities capital cost of money.

(b)(4)

Target Cost	[redacted]
Target Fee	[redacted]
Total	\$6,000,000

IMPLEMENTATION OF AND EXPLANATION OF THE RELATIONSHIP OF THE LIMITATION OF FUNDS (LOF) CLAUSE TO FEE OBLIGATIONS, subparagraph c., is revised to read as follows:

SUBCLIN 0017AA :

	<u>PRIOR</u>	<u>THIS MODIFICATION</u>	<u>CUMULATIVE TOTAL*</u>
(1) Amount Required for Full Funding, Including Fee:	\$ 1,588,455,486	\$ 0	\$ 1,588,455,486
(2) Amount Allotted Under the LOF Clause for Payment of Costs:	[redacted]	[redacted]	[redacted]
(3) Amount Separately Obligated for Payment of Fee:	[redacted]	[redacted]	[redacted]
(4) Total Amount Allotted and Obligated:	\$ 971,227,502	\$6,000,000	\$ 977,227,502
(5) Net Amount Required for Full Funding	\$ 617,227,984	(\$6,000,000)	\$ 611,227,984

(b)(4)

\* These figures take into consideration the negotiated total value of SubCLIN 0017AA (This does not include SubCLIN 17AH)

2. The following is an update to Modification P00186 showing a summary of funding by ACRN through Modification P00189:

<u>ACRN</u>	<u>FUNDING</u>
AA	440,100.00
AB	2,298,235.00

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AC	17,832,987.00
AD	0.00
AE	7,500,000.00
AF	3,300,000.00
AG	17,192,400.00
AH	700,000.00
AJ	200,000.00
AK	85,000.00
AL	45,000.00
AM	17,045,000.00
AN	5,800.00
AP	20,779,000.00
AQ	105,000.00
AR	35,000.00
AS	0.00
AT	6,984,678.52
AU	7,970,000.00
AV	0.00
AW	100,000.00
AX	3,396,000.00
AY	550,000.00
AZ	19,412,000.00
BA	24,527,878.00
BB	146,000.00
BC	72,000.00
BD	85,000.00
BE	100,000.00
BF	100,000.00
BG	1,975,321.00
BH	38,018,908.00
BJ	8,023,110.00
BK	260,000.00
BL	0.00
BM	125,000.00
BN	103,000.00
BP	10,352,348.00
BU	350,000.00
BV	9,000.00
BW	84,896,852.00
BX	1,146,000.00
BY	3,880,000.00
BZ	190,000.00
KL	118,250.00
KM	192,793,000.00
KN	0.00
KQ	92,811.00
KR	0.00
KS	0.00
KT	386,377,998.00
KU	2,203,183.00

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KV	65,000.00
KW	20,000.00
KX	60,000.00
KY	25,000.00
KZ	25,000.00
LA	13,508.00
LB	12,500.00
LC	200,000.00
LD	7,943,648.00
LE	1,173,850.00
LF	10,000.00
LG	62,000.00
LH	400,000.00
LJ	7,476.00
<b>LK</b>	<b>\$279,270,601.00</b>
LL	\$173,798.00
LM	\$1,227,200.00
LN	\$1,095,845.00
LP	\$83,200.00
LQ	\$235,566.00
LR	\$125,000.00
LS	\$6,069,616.00
LT	\$530,377.00
LU	\$9,100,000.00
LV	\$1,957,265.00
LW	\$255,567.00
LX	\$68,000.00

3. The following is an update to Modification P00186 showing a summary of funding by CLIN by ACRN through Modification P00189:

<u>CLIN</u>	<u>ACRN</u>	<u>FUNDING AMT</u>	<u>CLIN TOTAL</u>
CLIN 0001	AA	440,100.00	
CLIN 0001	AD	0.00	
			<u>440,100.00</u>
CLIN 0003	AB	2,298,235.00	
CLIN 0003	AC	17,832,987.00	
CLIN 0003	AD	0.00	
CLIN 0003	AE	7,500,000.00	
CLIN 0003	AF	3,300,000.00	
CLIN 0003	AG	17,192,400.00	
CLIN 0003	AH	700,000.00	
CLIN 0003	AM	17,045,000.00	
CLIN 0003	AN	5,800.00	
CLIN 0003	AP	20,779,000.00	
CLIN 0003	AS	0.00	
CLIN 0003	AT	6,984,678.52	

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CLIN 0003	AW	100,000.00	
CLIN 0003	AY	550,000.00	
			<u>94,288,100.52</u>
CLIN 0005	BA	24,527,878.00	
CLIN 0005	BB	146,000.00	
CLIN 0005	BC	72,000.00	
CLIN 0005	BD	85,000.00	
CLIN 0005	BE	100,000.00	
CLIN 0005	BF	100,000.00	
CLIN 0005	BG	1,975,321.00	
CLIN 0005	BH	38,018,908.00	
CLIN 0005	BL	0.00	
CLIN 0005	BZ	0.00	
			<u>65,025,107.00</u>
CLIN 0007AA	BP	10,352,348.00	
			<u>10,352,348.00</u>
CLIN 0009AA	AQ	45,106.00	
CLIN 0009AA	AV	0.00	
CLIN 0009AA	BK	256,545.00	
CLIN 0009AA	BM	125,000.00	
CLIN 0009AA	BN	21,315.00	
			<u>447,966.00</u>
CLIN 0009AB	AJ	200,000.00	
CLIN 0009AB	AK	85,000.00	
CLIN 0009AB	AL	45,000.00	
CLIN 0009AB	AQ	59,894.00	
CLIN 0009AB	AR	35,000.00	
CLIN 0009AB	BK	3,455.00	
CLIN 0009AB	BN	81,685.00	
CLIN 0009AB	BU	350,000.00	
CLIN 0009AB	BV	9,000.00	
			<u>869,034.00</u>
CLIN 0013	AU	7,970,000.00	
CLIN 0013	AX	3,396,000.00	
CLIN 0013	AY	0.00	
CLIN 0013	AZ	19,412,000.00	
CLIN 0013	BJ	8,023,110.00	
			<u>38,801,110.00</u>
CLIN 0017	BW	0.00	
CLIN 0017	KM	0.00	

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