

[Redacted]

[Redacted]

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

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

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

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

Requirement Objective.

002156

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

002757

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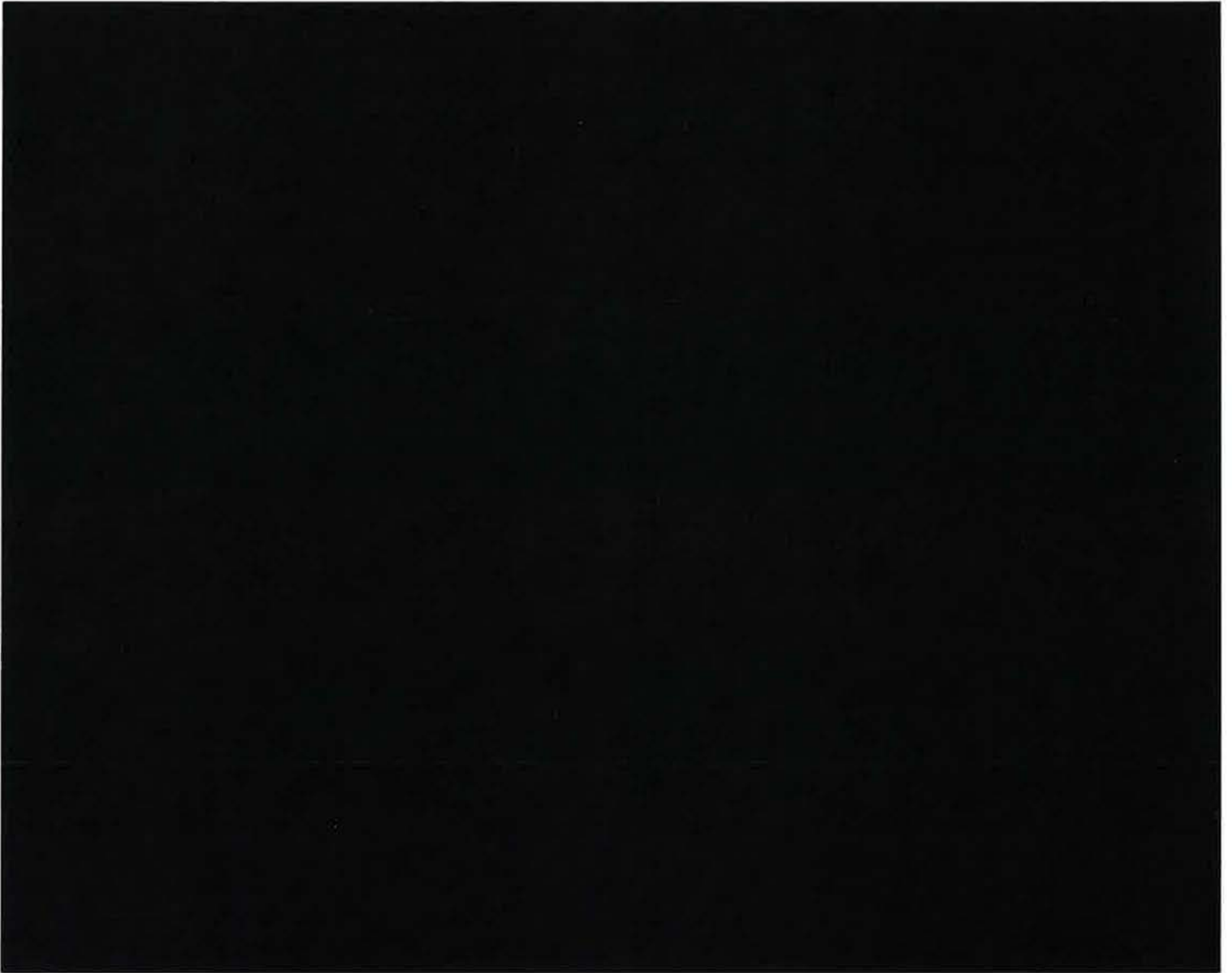
(b)(4)



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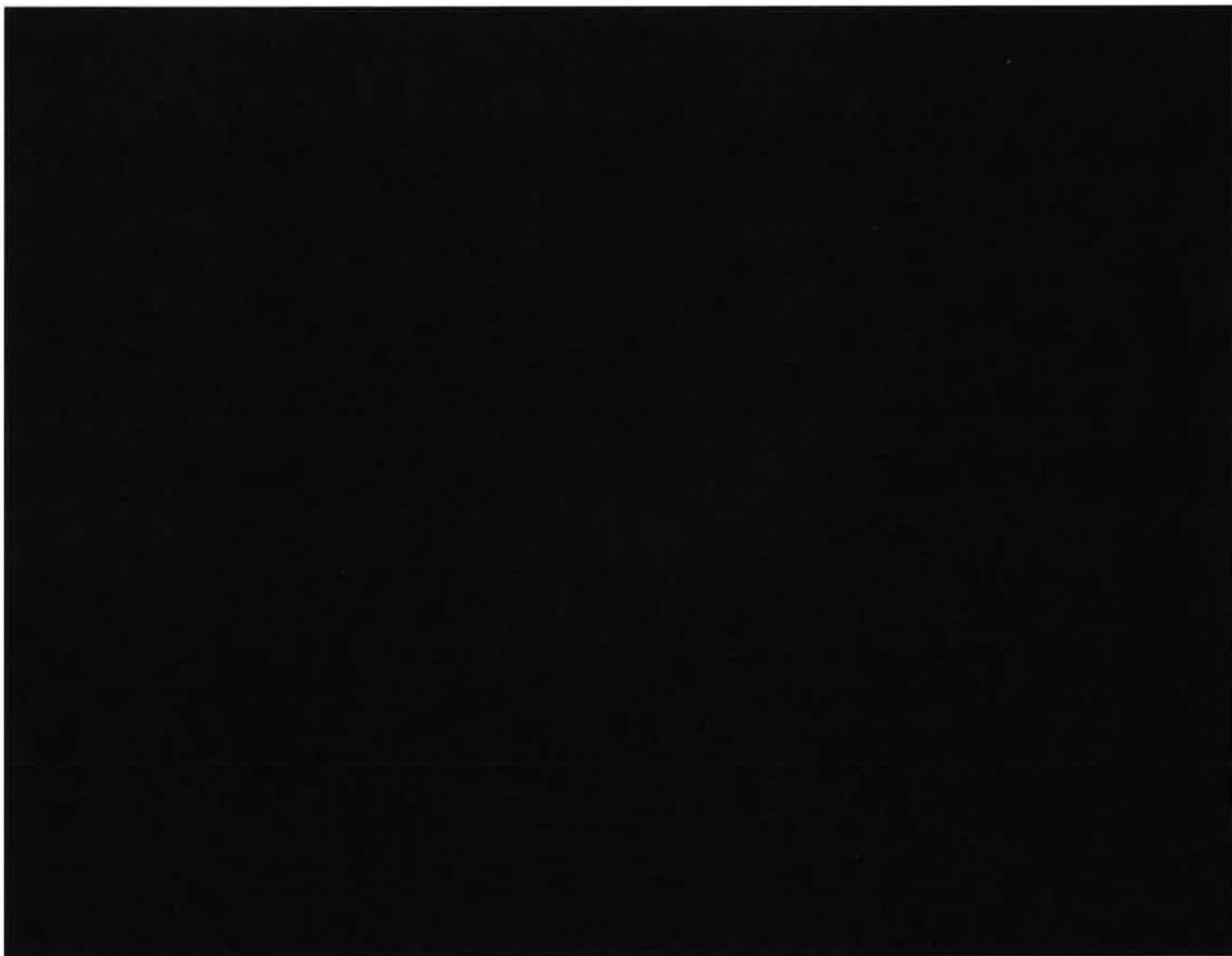


(b)(3)(A)(i)&Title 10 Sec 130 (a)(b)

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

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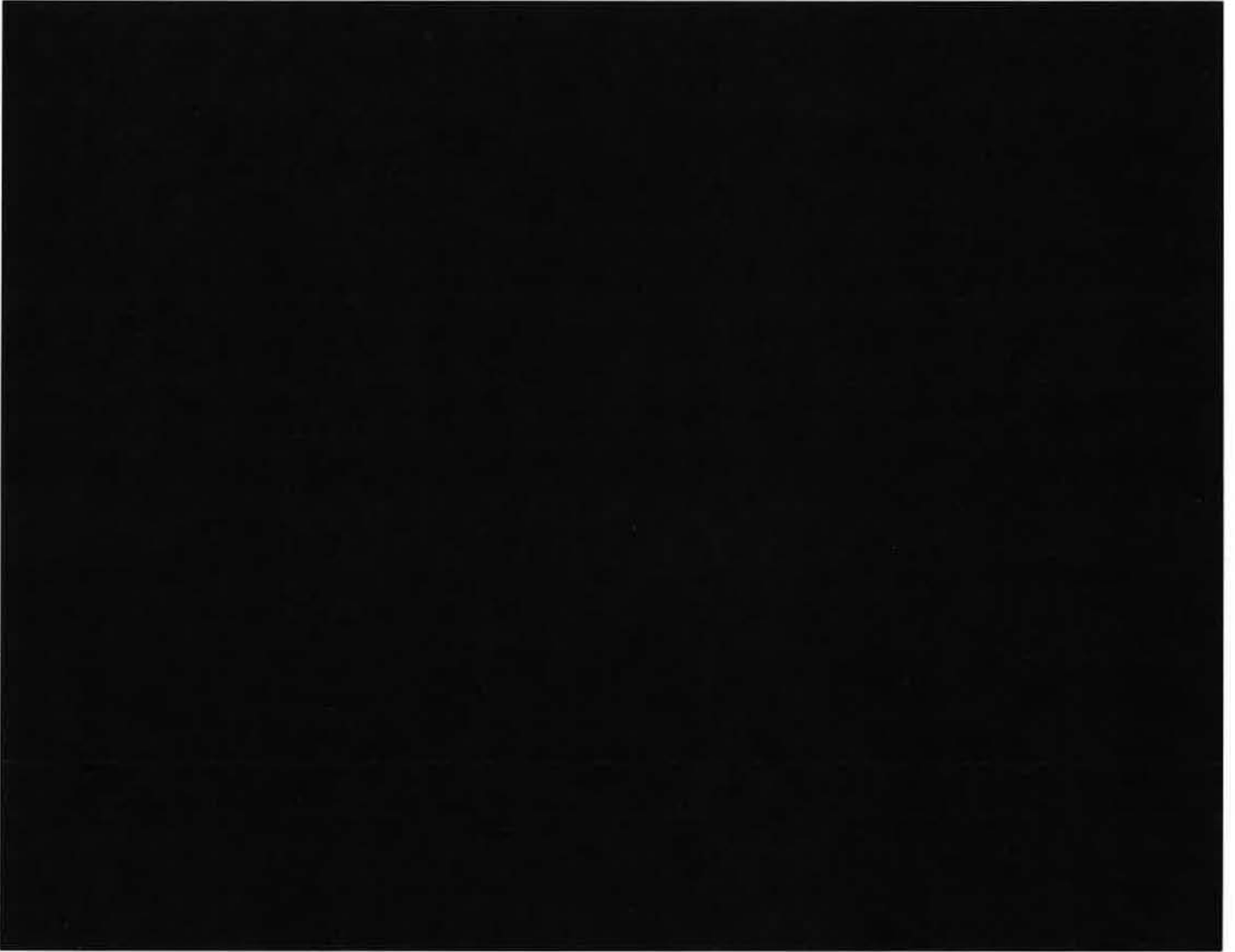
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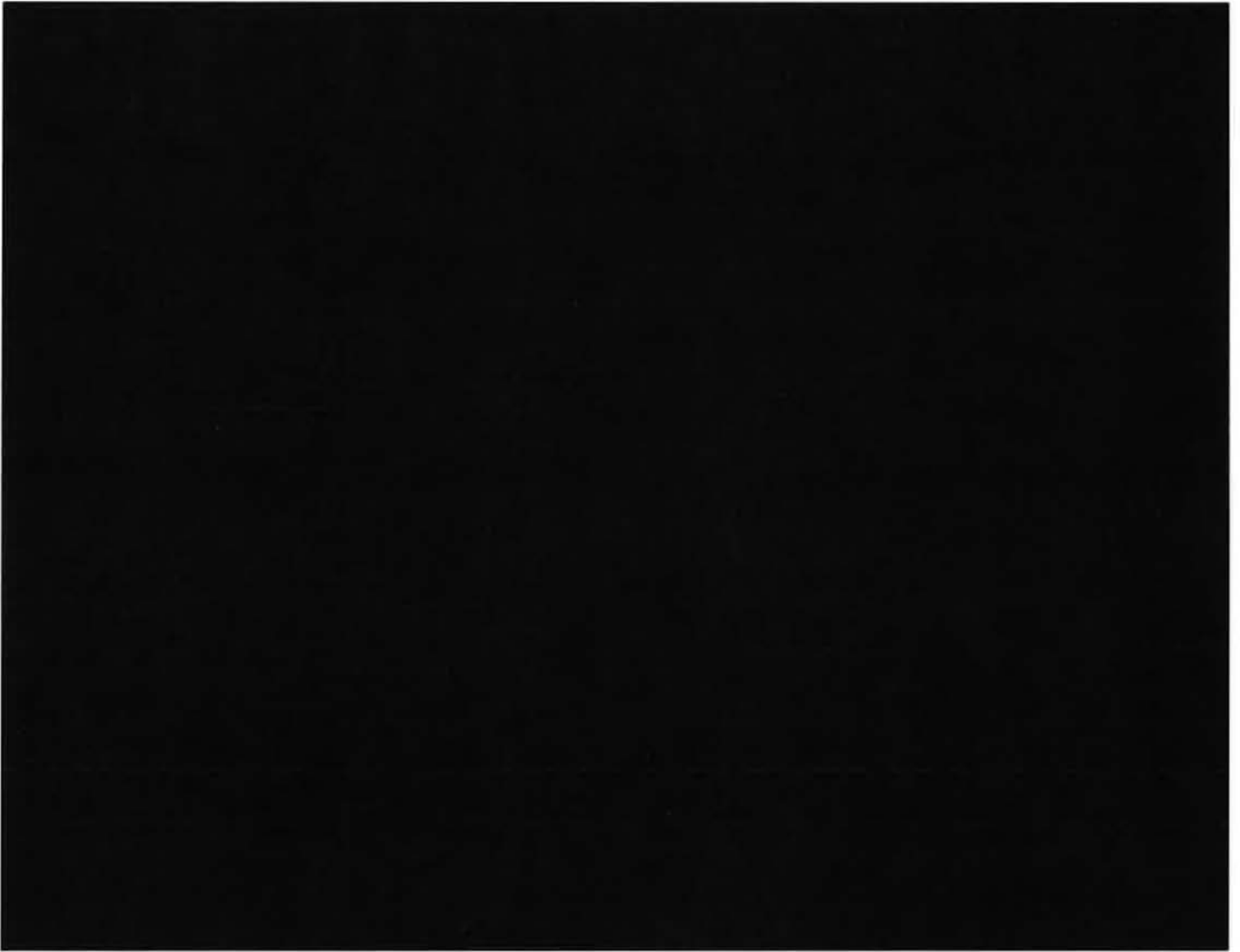


(b)(3)(A)(i)&Title 10 Sec 130 (a)(b)

(b)(4)

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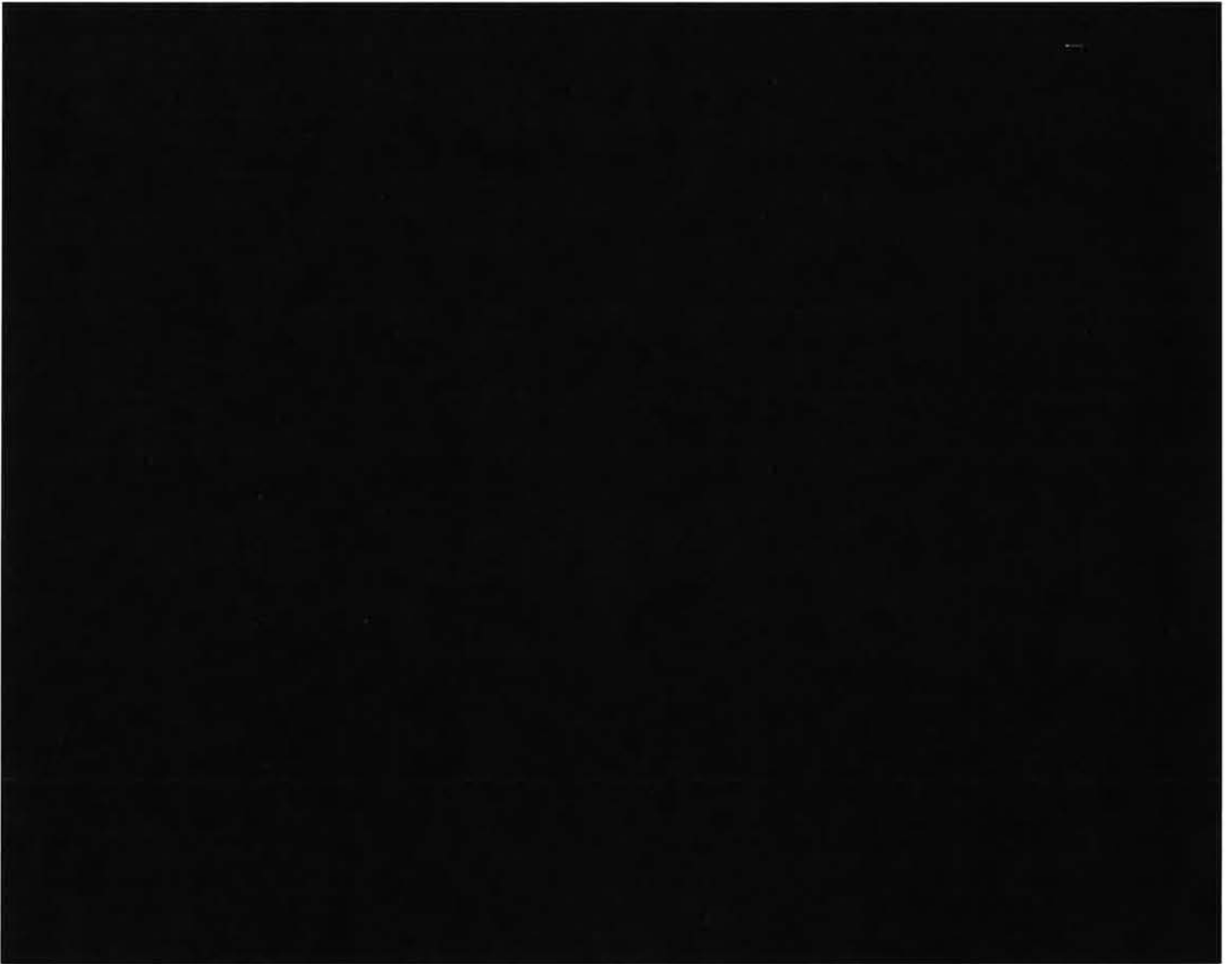
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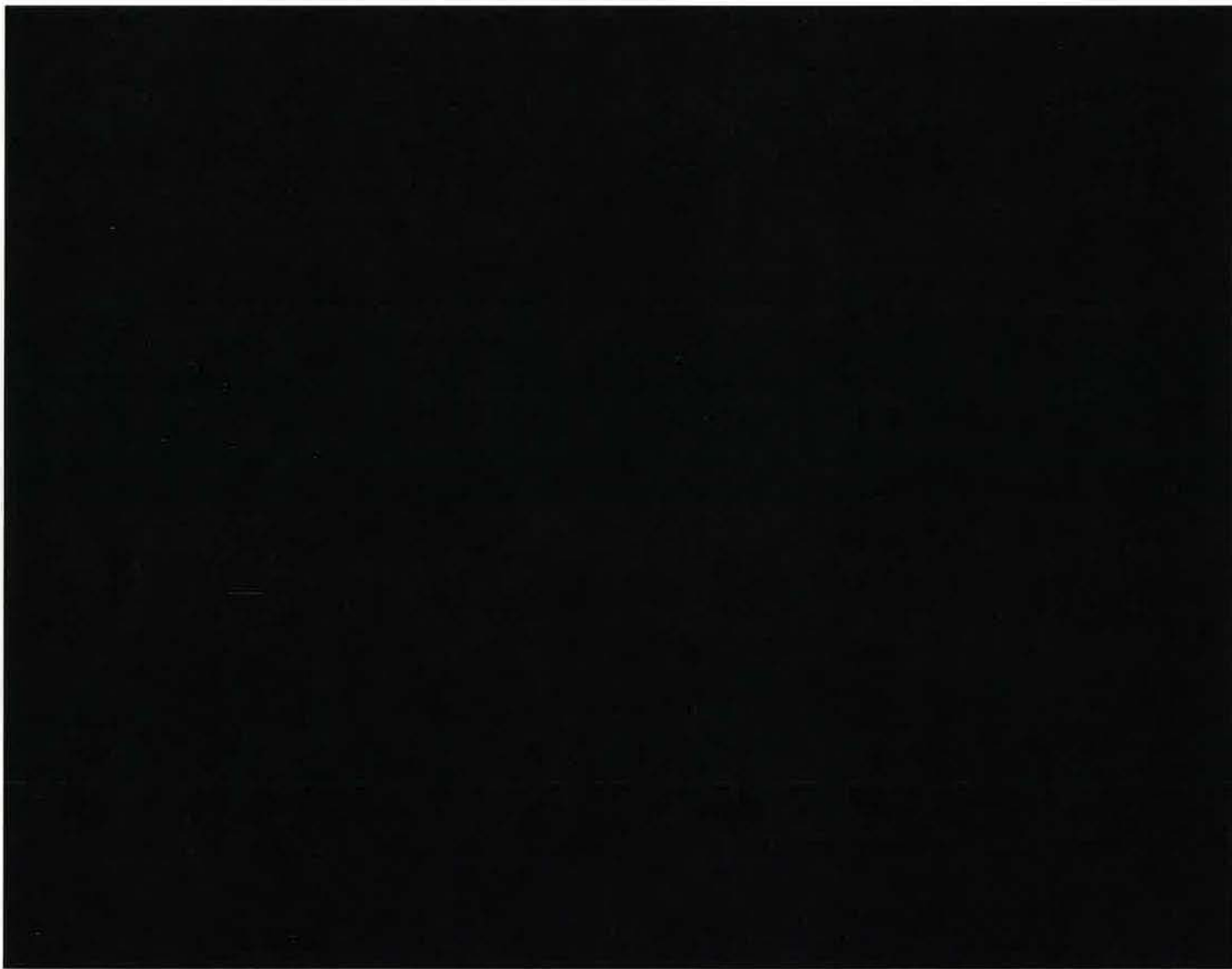


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Joint Land Attack Cruise Missile Defense Elevated Netted Sensor System (JLENS)

SDD DD250 Plan

11 February 2013

Originator:
Cruise Missile Defense Systems (CMDS) Project Office
JLENS Product Office
SFAE-MSLS-CMDS-JLN
Bldg 5308 - Basement
Redstone Arsenal, AL 35898-5000

R12-WD 020113

~~**DISTRIBUTION STATEMENT F:** Further dissemination only as directed by the CMDS Project Office, PEO Missiles and Space (PEO MS). ATTN: SFAE-MSLS-CMDS, Bldg 5308 2nd Floor, Redstone Arsenal, AL 35898-5000.~~

002767

1. Overview and Scope

The purpose of this plan is to document the agreements associated with the acceptance and delivery, via DD250, one each for Orbit 1 and Orbit 2, of JLENS System Development and Demonstration (SDD) Prime Items (tactical equipment) under SLIN 0017AA. The Prime Contracting Officer (PCO) or their delegate has the authority to sign DD250(s) for the government. A list of ancillary equipment including spares will accompany the DD250.

The execution of these DD250s will not relieve Raytheon of its obligation to meet the JLENS System Key Performance Parameters (KPPs) per Table 1. Ongoing testing, verification documentation, configuration management, change control, and Failure Reporting and Corrective Action (FRACA) efforts for tactical hardware, software, and support equipment for both orbits will continue until completion of the SDD contract. If there is a conflict between this plan and any contractual agreement / requirement (performance specification, statement of work, Federal Acquisition Regulation (FAR)), the contractual agreement / requirement will supersede this plan. Mutually agreed to "Non-conformances, waivers, and deviations to be accepted by the JPO shall be included in the supporting documentation attached to the DD250(s). Non-conformances, waivers, and deviations must be dispositioned by Raytheon and approved by the JPO prior to the signing of the DD250(s)."

Raytheon shall present Item Unique Identification (IUID) information from the IUID data base prior to the signing of the DD250(s).

It is understood that the SDD hardware has been in use in the field and is not in factory floor condition. Normal wear and tear for the amount of time the hardware has been in use will be taken into consideration during physical inspections and dispositions to accomplish the signing of the DD250(s). The condition of the hardware will be documented and dispositioned accordingly. A 100% inventory will be performed on a mutually agreed to inventory list of items to be inspected which will be developed by Raytheon and will serve as the depth to which the used system will be inspected. The extent of the inspection will be to the MEI level only to the extent to what can be inspected without disassembly.

2. Readiness for DD250

Readiness for DD250 will be determined based on the following:

Functionality: JLENS Orbits will be functional and capable of meeting JLENS KPPs.

Functional Condition: An FCA will be performed prior to DD250 which will verify requirements that have sufficient supporting data at that time. At the time of presentation of the Orbits by Raytheon to JPO for DD250, all critical non-conformances will be closed and mutually agreed to major non-conformances will have a resolution, be in a corrective cycle, or closed prior to the signing of the DD250.

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Configuration: JLENS Orbit will be compliant to the TDP, incorporating jointly (Raytheon and JPO) agreed non-conformances and waivers.

Physical Condition: A joint (Raytheon and JPO) walkthrough inspection of each Orbit or its Major End Items will be performed prior to DD250. Non-conformances will be documented and jointly dispositioned as either Critical, Major, or minor as defined below.

Nonconformance Type:

Minor Nonconformance - A nonconformance that is not likely to materially reduce the usability of the supplies or services for their intended purpose, or is a departure from established standard having little bearing on the effective use or operation of the supplies or services.

Major Nonconformance - A nonconformance, other than critical, that is likely to result in failure of the supplies or services, or to materially reduce the usability of the supplies or services for their intended purpose.

Critical Nonconformance - A nonconformance that is likely to result in hazardous or unsafe conditions for individuals using, maintaining or depending upon the supplies or services or is likely to prevent performance of a vital agency mission.

At the time of presentation of the tactical equipment to JPO by Raytheon for DD250, documented critical non-conformances will have been corrected by Raytheon. Other non-conformances will be categorized and dispositioned as either Major or Minor non-conformances. Dispositions requiring repair, rework, reconditioning or other such efforts will have been performed by Raytheon only as directed by JPO, and with mutually agreed cost and schedule considerations. For repairs Standard Repair Procedures (SRP) approved for JLENS and approved through an MRB for use at the locations where rework will be performed, by Raytheon approved personnel, will be used to correct non-conformances. Non-conformances which are dispositioned "use as is" will have a deviation or waiver allowing such condition.

Major non-conformances with agreed to paths forward or minor non-conformances will not serve as reason for either Raytheon or the government to not execute the signing of the DD250(s).

3. Orbit Configuration

The DD250 of Orbit #1 and Orbit #2 will consist of a Surveillance System (SuS) and a Fire Control System (FCS) for both Orbits.. The Orbit hardware will ship in place at the location that the hardware resides at the time of DD250.

3.1 Orbit 2 Tactical Equipment

JLENS Orbit 2 tactical equipment is currently distributed in multiple locations to address the needs of the SDD Test Program. To support DD250 acceptance of this tactical equipment, a limited functional baseline check of selected items will take place. Particular emphasis is placed

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002771

**JLENS - structure
Contractor Furnished Equipment List**



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

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

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

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

(b)(4)

JLENS
Structure
Government Furnished Equipment List

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

002 773

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

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE V		PAGE OF PAGES 1 10	
2. AMENDMENT/MODIFICATION NO. P00265		3. EFFECTIVE DATE 28-Mar-2013		4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE		5. PROJECT NO. (If applicable)	
6. ISSUED BY USASMDG/ARSTRAT SMDC-RDC PO BOX 1500 HUNTSVILLE AL 35807-3801		CODE W9113M		7. ADMINISTERED BY (If other than item 6) DCMA RAYTHEON 50 APPLE HILL DRIVE M/S T2FRZ TEWKSBURY MA 01876		CODE S2205A	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) RAYTHEON COMPANY 350 LOWELL ST. ANDOVER MA 01810-4400				9A. AMENDMENT OF SOLICITATION NO.			
				9B. DATED (SEE ITEM 11)			
				X 10A. MOD. OF CONTRACT/ORDER NO. DASG60-98-C-0001			
				X 10B. DATED (SEE ITEM 13) 30-Jan-1998			
CODE 05716		FACILITY CODE					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.							
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).							
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:							
X D. OTHER (Specify type of modification and authority) UNILATERAL, FAR 52.232-22 LIMITATION OF FUNDS							
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: XXXXXXXXXX See Continuation Page							
Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)			
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA		16C. DATE SIGNED	
(Signature of person authorized to sign)				By XXXXXXXXXX		28-Mar-2013	
				(Signature of Contracting Officer)			

EXCEPTION TO SF 30
APPROVED BY OIRM 11-84

30-105-04

002774

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

The following items are applicable to this modification:

SUMMARY OF CHANGES

SECTION A - SOLICITATION/CONTRACT FORM

The following have been added by full text:

PURPOSE

MOD00265 SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

1. SECTION B - SUPPLIES OR SERVICES AND PRICES

CLIN 0030

The total cost of this line item has increased by \$22,034,271.00 from \$159,795,358.00 to \$181,829,629.00.*

* As stated in Modification P00251, CLIN 0030 has been established for the sole purpose of obligating GFEBS funding for performance of SubCLIN 0017AA. The value of CLIN 0030 equates to the amount of GFEBS funding obligated for performance of SubCLIN 0017AA and should not be considered additional contract value. Informational SubCLINs under CLIN 0030 will be established each time additional GFEBS funding is obligated. CLIN 0030 and its SubCLINs will not be segregated from SubCLIN 0017AA, identified, accounted for, invoiced, analyzed, or reported separately from SubCLIN 0017, including EVMS. All scope remains under SubCLIN 0017AA with associated incentive events and flat zones.

SUBCLIN 003010 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
003010	GFEBs Funding for SubCLIN 0017AA CPIF FOB: Destination PURCHASE REQUEST NUMBER: 0010303589-001				
	ACRN MZ CIN: GFEBS001030358900002				\$22,034,271.00

2. SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

002775

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by \$22,034,271.00 from \$1,984,219,224.00 to \$2,006,253,495.00.

SUBCLIN 003010:

Funding on SUBCLIN 003010 is initiated as follows:

ACRN: MZ

CIN: GFEBS001030358900002

Acctng Data: 02120132014204000001171722550030003242A.0009263.1.1 6100.9000021001

Increase: \$22,034,271.00

Total: \$22,034,271.00

Cost Code: A5XFJ

Target Cost, Target Fee, and total for the above increase of \$22,034,271 is distributed as follows and includes an increase in target cost of [REDACTED] (\$ [REDACTED] of cost and \$ [REDACTED] of facilities capital cost of money) and an increase in target fee of [REDACTED]

Target Cost	[REDACTED]
Target Fee	[REDACTED]
Total	[REDACTED]

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

SUBCLIN 0017AA :

	<u>PRIOR</u>	<u>THIS MODIFICATION</u>	<u>CUMULATIVE TOTAL*</u>
(1) Amount Required for Full Funding, Including Fee:	\$1,776,902,132	\$ 0	\$ 1,776,902,132
(2) Amount Allotted Under the LOF Clause for Payment of Costs:	[REDACTED]		\$1,649,117,429.25
(3) Amount Separately Obligated for Payment of Fee:	\$ [REDACTED]		\$ 123,933,375.41
(4) Total Amount Allotted and Obligated:	\$1,751,016,533.66	\$22,034,271	\$1,773,050,804.66
(5) Net Amount Required for Full Funding	\$ 25,885,598.34	(\$22,034,271)	\$ 3,851,327.34

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

3. The following is an update to Modification P00262 showing a summary of funding by ACRN through Modification P00265:

ACRN FUNDING

002776

AA	440,100.00
AB	2,298,235.00
AC	17,832,987.00
AD	0.00
AE	7,500,000.00
AF	3,300,000.00
AG	17,192,400.00
AH	700,000.00
AJ	200,000.00
AK	85,000.00
AL	45,000.00
AM	17,045,000.00
AN	5,800.00
AP	20,779,000.00
AQ	105,000.00
AR	35,000.00
AS	0.00
AT	6,984,678.52
AU	7,970,000.00
AV	0.00
AW	100,000.00
AX	3,396,000.00
AY	550,000.00
AZ	19,412,000.00
BA	24,527,878.00
BB	146,000.00
BC	72,000.00
BD	85,000.00
BE	100,000.00
BF	100,000.00
BG	1,975,321.00
BH	38,018,908.00
BJ	7,896,673.34
BK	260,000.00
BL	0.00
BM	125,000.00
BN	103,000.00
BP	10,199,288.50
BU	350,000.00
BV	9,000.00
BW	84,896,852.00
BX	1,146,000.00
BY	3,880,000.00
BZ	190,000.00
KL	118,250.00
KM	192,793,000.00
KN	0.00
KQ	92,811.00
KR	0.00

002777

KS	0.00
KT	386,377,998.00
KU	2,203,183.00
KV	65,000.00
KW	20,000.00
KX	60,000.00
KY	25,000.00
KZ	25,000.00
LA	13,508.00
LB	12,500.00
LC	200,000.00
LD	7,943,648.00
LE	1,173,850.00
LF	10,000.00
LG	62,000.00
LH	400,000.00
LJ	7,476.00
LK	\$281,575,897.00
LL	\$173,798.00
LM	\$1,410,376.00
LN	\$630,061.00
LP	\$83,200.00
LQ	\$235,566.00
LR	\$125,000.00
LS	\$6,069,616.00
LT	\$530,377.00
LU	\$9,100,000.00
LV	\$1,957,265.00
LW	\$255,567.00
LX	\$68,000.00
LY	\$264,807,424.52
LZ	\$1,751,384.00
MA	\$2,982,442.00
MB	\$375,000.00
MC	\$2,283,481.00
MD	\$8,573.00
ME	\$0.00
MF	\$270,907,822.39
MG	\$6,262,095.00
MH	\$213,390.00
MJ	\$858,495.00
MK	\$56,076.00
ML	\$116,044.00
MM	\$1,618,600.00
MN	\$2,573,000.00
MP	\$250,000.00
MQ	\$691,421.00
MR	\$0.00
MS	\$700,000.00
MT	\$16,289,524.00

002778

MU	\$7,864,499.00
MV	\$39,921,199.75
MW	\$10,000,000.00
MX	\$138,795,358.00
MY	\$18,327.00
MZ	\$43,034,271.00

4. The following is an update to Modification P00262 showing a summary of funding by CLIN by ACRN through Modification P00265:

<u>CLIN</u>	<u>ACRN</u>	<u>FUNDING AMT</u>	<u>CLIN TOTAL</u>
CLIN 0001	AA	440,100.00	
CLIN 0001	AD	0.00	
			<u>440,100.00</u>
CLIN 0003	AB	2,298,235.00	
CLIN 0003	AC	17,832,987.00	
CLIN 0003	AD	0.00	
CLIN 0003	AE	7,500,000.00	
CLIN 0003	AF	3,300,000.00	
CLIN 0003	AG	17,192,400.00	
CLIN 0003	AH	700,000.00	
CLIN 0003	AM	17,045,000.00	
CLIN 0003	AN	5,800.00	
CLIN 0003	AP	20,779,000.00	
CLIN 0003	AS	0.00	
CLIN 0003	AT	6,984,678.52	
CLIN 0003	AW	100,000.00	
CLIN 0003	AY	550,000.00	
			<u>94,288,100.52</u>
CLIN 0005	BA	24,527,878.00	
CLIN 0005	BB	146,000.00	
CLIN 0005	BC	72,000.00	
CLIN 0005	BD	85,000.00	
CLIN 0005	BE	100,000.00	
CLIN 0005	BF	100,000.00	
CLIN 0005	BG	1,975,321.00	
CLIN 0005	BH	38,018,908.00	
CLIN 0005	BL	0.00	
CLIN 0005	BZ	0.00	
			<u>65,025,107.00</u>
CLIN 0007AA	BP	10,199,288.50	
			<u>10,199,288.50</u>

002779

CLIN 0009AA	AQ	45,106.00
CLIN 0009AA	AV	0.00
CLIN 0009AA	BK	256,545.00
CLIN 0009AA	BM	125,000.00
CLIN 0009AA	BN	21,315.00
		<u>447,966.00</u>
CLIN 0009AB	AJ	200,000.00
CLIN 0009AB	AK	85,000.00
CLIN 0009AB	AL	45,000.00
CLIN 0009AB	AQ	59,894.00
CLIN 0009AB	AR	35,000.00
CLIN 0009AB	BK	3,455.00
CLIN 0009AB	BN	81,685.00
CLIN 0009AB	BU	350,000.00
CLIN 0009AB	BV	9,000.00
		<u>869,034.00</u>
CLIN 0013	AU	7,970,000.00
CLIN 0013	AX	3,396,000.00
CLIN 0013	AY	0.00
CLIN 0013	AZ	19,412,000.00
CLIN 0013	BJ	7,896,673.34
		<u>38,674,673.34</u>
CLIN 0017	BW	0.00
CLIN 0017	KM	0.00
		<u>0.00</u>
CLIN 0017AA	BY	3,880,000.00
CLIN 0017AA	BX	1,146,000.00
CLIN 0017AA	BW	84,896,852.00
CLIN 0017AA	BZ	0.00
CLIN 0017AA	KM	192,793,000.00
CLIN 0017AA	KN	0.00
CLIN 0017AA	KQ	66,151.00
CLIN 0017AA	KS	0.00
CLIN 0017AA	KT	386,204,200.00
CLIN 0017AA	KU	2,203,183.00
CLIN 0017AA	KY	0.00
CLIN 0017AA	LC	200,000.00
CLIN 0017AA	LD	7,943,648.00
CLIN 0017AA	LE	0.00
CLIN 0017AA	LH	400,000.00
CLIN 0017AA	LJ	7,476.00
CLIN 0017AA	LK	281,575,897.00
CLIN 0017AA	LQ	235,566.00
CLIN 0017AA	LS	6,069,616.00

002780

CLIN 0017AA	LT	530,377.00	
CLIN 0017AA	LU	\$9,100,000.00	
CLIN 0017AA	LV	\$1,957,265.00	
CLIN 0017AA	LW	\$255,567.00	
CLIN 0017AA	LX	\$68,000.00	
CLIN 0017AA	LY	\$264,807,424.52	
CLIN 0017AA	MB	\$375,000.00	
CLIN 0017AA	MC	\$2,283,481.00	
CLIN 0017AA	MD	\$8,573.00	
CLIN 0017AA	ME	\$0.00	
CLIN 0017AA	MF	\$270,907,822.39	
CLIN 0017AA	MH	\$213,390.00	
CLIN 0017AA	MJ	\$858,495.00	
CLIN 0017AA	MK	\$56,076.00	
CLIN 0017AA	ML	\$116,044.00	
CLIN 0017AA	MM	\$1,618,600.00	
CLIN 0017AA	MN	\$2,573,000.00	
CLIN 0017AA	MP	\$250,000.00	
CLIN 0017AA	MQ	\$691,421.00	
CLIN 0017AA	MR	\$0.00	
CLIN 0017AA	MS	\$700,000.00	
CLIN 0017AA	MT	\$16,289,524.00	
CLIN 0017AA	MV	\$39,921,199.75	
CLIN 0017AA	MW	\$10,000,000.00	
CLIN 0017AA	MX	\$138,795,358.00	
CLIN 0017AA	MY	\$18,327.00	
CLIN 0017AA	MZ	\$43,034,271.00	
			<u>1,773,050,804.66</u>
CLIN 0017AB	KL	118,250.00	
			<u>118,250.00</u>
CLIN 0017AC	BZ	190,000.00	
			<u>190,000.00</u>
CLIN 0017AD	KN	0.00	
CLIN 0017AD	KS	0.00	
			<u>0.00</u>
CLIN 0017AE	LL	173,798.00	
			173,798.00

002781

CLIN 0017AH	KT	173,798.00	<u>173,798.00</u>
CLIN 0020AA	KN	0.00	
CLIN 0020AA	KQ	26,660.00	<u>26,660.00</u>
CLIN 0021AA	KW	0.00	<u>0.00</u>
CLIN 0021AB	KV	0.00	
CLIN 0021AB	LB	0.00	
CLIN 0021AB	KX	0.00	
CLIN 0021AB	KY	0.00	<u>0.00</u>
CLIN 0021AC	KZ	0.00	
CLIN 0021AC	LA	0.00	<u>0.00</u>
CLIN 0022	KW	0.00	<u>0.00</u>
CLIN 0023	KX	60,000.00	
CLIN 0023	KY	25,000.00	
CLIN 0023	KV	65,000.00	
CLIN 0023	LB	12,500.00	
CLIN 0023	LF	10,000.00	
CLIN 0023	LR	\$125,000.00	<u>297,500.00</u>
CLIN 0024	LA	13,508.00	
CLIN 0024	LG	62,000.00	
CLIN 0024	KZ	25,000.00	
CLIN 0024	KW	20,000.00	
CLIN 0024	LP	83,200.00	<u>203,708.00</u>
CLIN 0025	LE	1,173,850.00	
CLIN 0025	LM	1,080,404.00	
CLIN 0025	MA	0.00	<u>2,254,254.00</u>
CLIN 0026	LN	630,061.00	

002782

			<u>630,061.00</u>
CLIN 0027	LZ	1,751,384.00	<u>1,751,384.00</u>
CLIN 0028	LM	329,972.00	
CLIN 0028	MA	2,982,442.00	
CLIN 0028	MG	6,262,095.00	
CLIN 0028	MU	\$7,864,499	<u>17,439,008.00</u>
CLIN 003001*	MX	\$52,974,283.00	
CLIN003002*	MX	\$719,132.00	
CLIN 000303*	MX	\$5,747.00	
CLIN 000304*	MX	\$16,000,000.00	
CLIN 000305*	MX	\$16,000,000.00	
CLIN 003006*	MX	\$38,000,000.00	
CLIN 003007*	MX	\$1,096,196.00	
CLIN 003008*	MX	\$14,000,000.00	
CLIN 003009*	MZ	\$21,000,000.00	
CLIN 003010*	MZ	\$22,034,271.00	<u>181,829,629.00</u>

* CLIN 0030 has been established for the sole purpose of obligating GFEBS funding for performance of SubCLIN 0017AA. Informational SubCLINs under CLIN 0030 will be established each time additional GFEBS funding is obligated. For purposes of this funding update, funding obligated under CLIN 0030 will also be reflected under SubCLIN 0017AA and should not be counted twice with regards to the total contract funding obligated.

(End of Summary of Changes)

002783

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE V		PAGE OF PAGES 1 10	
2. AMENDMENT/MODIFICATION NO P00266		3. EFFECTIVE DATE 14-May-2013		4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE		5. PROJECT NO (If applicable)	
6. ISSUED BY USASMD/ARSTRAT SMD-C-RDC PO BOX 1500 HUNTSVILLE AL 35807-3001		CODE W9113M		7. ADMINISTERED BY (If other than item 6) DCMA RAYTHEON 50 APPLE HILL DRIVE MS T2FR2 TEWKSBURY MA 01878		CODE S2205A	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) RAYTHEON COMPANY 390 LOWELL ST ANDOVER MA 01810-4400				9A. AMENDMENT OF SOLICITATION NO.			
				9B. DATED (SEE ITEM 11)			
				X 10A. MOD. OF CONTRACT/ORDER NO. DASG60-98-C-0001			
				X 10B. DATED (SEE ITEM 13) 30-Jan-1998			
CODE 05716		FACILITY CODE					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted, or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.							
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).							
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:							
X D. OTHER (Specify type of modification and authority) FAR 52.232-22, Limitation of Funds							
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: XXXXXXXXXX See Continuation Page							
Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. NAME AND ADDRESS OF CONTRACTOR (If other than item 8)				15B. NAME AND ADDRESS OF ISSUING OFFICE			
15C. DATE SIGNED 14 May 2013				15D. DATE SIGNED 15 MAY 2013			
(Signature of Contracting Officer)				(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

002784

(b)(6)

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

(b)(6)

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

The following items are applicable to this modification:

SUMMARY OF CHANGES

SECTION A - SOLICITATION/CONTRACT FORM

The following have been added by full text:

PURPOSE

MOD00266 SECTION SF 30 BLOCK 14 CONTINUATION PAGE

NOTE:

- A. This modification deobligates \$1,568,085.00 from CLIN 0028, NIFC-CA. This in no way closes out this CLIN which will be done at contract close-out after final audit of all actuals will then determine whether this CLIN is in an under-run or over-run situation. If an under-run situation is determined by audit of actuals the fee will be adjusted at contract close out.
- B. This modification also provides administrative change of Contracting officer and Administrative Contracting officer as indicated in section G of this modification.

SUMMARY OF CHANGES

1. SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was decreased by \$1,568,085.00 from \$2,006,253,495.02 to \$2,004,685,410.02.

SUBCLIN 002804:

Funding on SUBCLIN 002804 is initiated as follows:

ACRN: MU

CTN: 00000000000000000000000000000000

Acctng Data: 21 2 2040 5L 5L68 P172419E555L 255Y 4M2J712500 S01021 4M2J712500/24MJLE/4M5

Decrease: \$1,568,085.00

Total: (\$1,568,085.00)

Target Cost, Target Fee, and Total for the above decrease of \$1,568,085 is distributed as follows and includes a decrease in target cost of [REDACTED] of cost and [REDACTED] facilities capital cost of money). (b)(4)

Target Cost [REDACTED] (b)(4)

Target Fee [REDACTED] (b)(4)

002785

Total (\$1,568,085)

CLIN 0028 :

	<u>PRIOR</u>	<u>THIS MODIFICATION</u>	<u>CUMULATIVE TOTAL</u>	
Amount Required for Full Funding, Including				
(1) Fee:	[REDACTED]	[REDACTED]	[REDACTED]	(b)(4)
Amount Allotted Under the LOF Clause for				
(2) Payment of Costs:	[REDACTED]	[REDACTED]	[REDACTED]	(b)(4)
Amount Separately Obligated for Payment of				
(3) Fee:	[REDACTED]	[REDACTED]	[REDACTED]	(b)(4)
(4) Total Amount Allotted and Obligated:	\$17,439,008	(\$1,568,085)	\$15,870,923	
(5) Net Amount Required for Full Funding	\$ 0	\$ 1,568,085	\$ 1,568,085	

2. The following is an update to Modification P00265 showing a summary of funding by ACRN through Modification P00266:

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

002786

BD	85,000.00
BE	100,000.00
BF	100,000.00
BG	1,975,321.00
BH	38,018,908.00
BJ	7,896,673.34
BK	260,000.00
BL	0.00
BM	125,000.00
BN	103,000.00
BP	10,199,288.50
BU	350,000.00
BV	9,000.00
BW	84,896,852.00
BX	1,146,000.00
BY	3,880,000.00
BZ	190,000.00
KL	118,250.00
KM	192,793,000.00
KN	0.00
KQ	92,811.00
KR	0.00
KS	0.00
KT	386,377,998.00
KU	2,203,183.00
KV	65,000.00
KW	20,000.00
KX	60,000.00
KY	25,000.00
KZ	25,000.00
LA	13,508.00
LB	12,500.00
LC	200,000.00
LD	7,943,648.00
LE	1,173,850.00
LF	10,000.00
LG	62,000.00
LH	400,000.00
LJ	7,476.00
LK	\$281,575,897.00
LL	\$173,798.00
LM	\$1,410,376.00
LN	\$630,061.00
LP	\$83,200.00
LQ	\$235,566.00
LR	\$125,000.00
LS	\$6,069,616.00
LT	\$530,377.00
LU	\$9,100,000.00
LV	\$1,957,265.00

002787

LW	\$255,567.00
LX	\$68,000.00
LY	\$264,807,424.52
LZ	\$1,751,384.00
MA	\$2,982,442.00
MB	\$375,000.00
MC	\$2,283,481.00
MD	\$8,573.00
ME	\$0.00
MF	\$270,907,822.39
MG	\$6,262,095.00
MH	\$213,390.00
MJ	\$858,495.00
MK	\$56,076.00
ML	\$116,044.00
MM	\$1,618,600.00
MN	\$2,573,000.00
MP	\$250,000.00
MQ	\$691,421.00
MR	\$0.00
MS	\$700,000.00
MT	\$16,289,524.00
MU	\$6,296,414.00
MV	\$39,921,199.75
MW	\$10,000,000.00
MX	\$138,795,358.00
MY	\$18,327.00
MZ	\$43,034,271.00

3. The following is an update to Modification P00265 showing a summary of funding by CLIN by ACRN through Modification P00266:

<u>CLIN</u>	<u>ACRN</u>	<u>FUNDING AMT</u>	<u>CLIN TOTAL</u>
CLIN 0001	AA	440,100.00	
CLIN 0001	AD	0.00	
			<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	

002788

CLIN 0003	AT	6,984,678.52	
CLIN 0003	AW	100,000.00	
CLIN 0003	AY	550,000.00	
			<u>94,288,100.52</u>
CLIN 0005	BA	24,527,878.00	
CLIN 0005	BB	146,000.00	
CLIN 0005	BC	72,000.00	
CLIN 0005	BD	85,000.00	
CLIN 0005	BE	100,000.00	
CLIN 0005	BF	100,000.00	
CLIN 0005	BG	1,975,321.00	
CLIN 0005	BH	38,018,908.00	
CLIN 0005	BL	0.00	
CLIN 0005	BZ	0.00	
			<u>65,025,107.00</u>
CLIN 0007AA	BP	10,199,288.50	
			<u>10,199,288.50</u>
CLIN 0009AA	AQ	45,106.00	
CLIN 0009AA	AV	0.00	
CLIN 0009AA	BK	256,545.00	
CLIN 0009AA	BM	125,000.00	
CLIN 0009AA	BN	21,315.00	
			<u>447,966.00</u>
CLIN 0009AB	AJ	200,000.00	
CLIN 0009AB	AK	85,000.00	
CLIN 0009AB	AL	45,000.00	
CLIN 0009AB	AQ	59,894.00	
CLIN 0009AB	AR	35,000.00	
CLIN 0009AB	BK	3,455.00	
CLIN 0009AB	BN	81,685.00	
CLIN 0009AB	BU	350,000.00	
CLIN 0009AB	BV	9,000.00	
			<u>869,034.00</u>
CLIN 0013	AU	7,970,000.00	
CLIN 0013	AX	3,396,000.00	
CLIN 0013	AY	0.00	
CLIN 0013	AZ	19,412,000.00	
CLIN 0013	BJ	7,896,673.34	
			<u>38,674,673.34</u>
CLIN 0017	BW	0.00	
CLIN 0017	KM	0.00	

002789

			0.00
CLIN 0017AA	BY	3,880,000.00	
CLIN 0017AA	BX	1,146,000.00	
CLIN 0017AA	BW	84,896,852.00	
CLIN 0017AA	BZ	0.00	
CLIN 0017AA	KM	192,793,000.00	
CLIN 0017AA	KN	0.00	
CLIN 0017AA	KQ	66,151.00	
CLIN 0017AA	KS	0.00	
CLIN 0017AA	KT	386,204,200.00	
CLIN 0017AA	KU	2,203,183.00	
CLIN 0017AA	KY	0.00	
CLIN 0017AA	LC	200,000.00	
CLIN 0017AA	LD	7,943,648.00	
CLIN 0017AA	LE	0.00	
CLIN 0017AA	LH	400,000.00	
CLIN 0017AA	LJ	7,476.00	
CLIN 0017AA	LK	281,575,897.00	
CLIN 0017AA	LQ	235,566.00	
CLIN 0017AA	LS	6,069,616.00	
CLIN 0017AA	LT	530,377.00	
CLIN 0017AA	LU	\$9,100,000.00	
CLIN 0017AA	LV	\$1,957,265.00	
CLIN 0017AA	LW	\$255,567.00	
CLIN 0017AA	LX	\$68,000.00	
CLIN 0017AA	LY	\$264,807,424.52	
CLIN 0017AA	MB	\$375,000.00	
CLIN 0017AA	MC	\$2,283,481.00	
CLIN 0017AA	MD	\$8,573.00	
CLIN 0017AA	ME	\$0.00	
CLIN 0017AA	MF	\$270,907,822.39	
CLIN 0017AA	MH	\$213,390.00	
CLIN 0017AA	MJ	\$858,495.00	
CLIN 0017AA	MK	\$56,076.00	
CLIN 0017AA	ML	\$116,044.00	
CLIN 0017AA	MM	\$1,618,600.00	
CLIN 0017AA	MN	\$2,573,000.00	
CLIN 0017AA	MP	\$250,000.00	
CLIN 0017AA	MQ	\$691,421.00	
CLIN 0017AA	MR	\$0.00	
CLIN 0017AA	MS	\$700,000.00	
CLIN 0017AA	MT	\$16,289,524.00	
CLIN 0017AA	MV	\$39,921,199.75	

002790

CLIN 0017AA	MW	\$10,000,000.00	
CLIN 0017AA	MX	\$138,795,358.00	
CLIN 0017AA	MY	\$18,327.00	
CLIN 0017AA	MZ	\$43,034,271.00	
			<u>1,773,050,804.66</u>
CLIN 0017AB	KL	118,250.00	
			<u>118,250.00</u>
CLIN 0017AC	BZ	190,000.00	
			<u>190,000.00</u>
CLIN 0017AD	KN	0.00	
CLIN 0017AD	KS	0.00	
			<u>0.00</u>
CLIN 0017AE	LL	173,798.00	
			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	

002791

CLIN 0023	KY	25,000.00	
CLIN 0023	KV	65,000.00	
CLIN 0023	LB	12,500.00	
CLIN 0023	LF	10,000.00	
CLIN 0023	LR	\$125,000.00	
			<u>297,500.00</u>
CLIN 0024	LA	13,508.00	
CLIN 0024	LG	62,000.00	
CLIN 0024	KZ	25,000.00	
CLIN 0024	KW	20,000.00	
CLIN 0024	LP	83,200.00	
			<u>203,708.00</u>
CLIN 0025	LE	1,173,850.00	
CLIN 0025	LM	1,080,404.00	
CLIN 0025	MA	0.00	
			<u>2,254,254.00</u>
CLIN 0026	LN	630,061.00	
			<u>630,061.00</u>
CLIN 0027	LZ	1,751,384.00	
			<u>1,751,384.00</u>
CLIN 0028	LM	329,972.00	
CLIN 0028	MA	2,982,442.00	
CLIN 0028	MG	6,262,095.00	
CLIN 0028	MU	\$6,296,414.00	
			<u>15,870,923.00</u>
CLIN 003001*	MX	\$52,974,283.00	
CLIN003002*	MX	\$719,132.00	
CLIN 000303*	MX	\$5,747.00	
CLIN 000304*	MX	\$16,000,000.00	
CLIN 000305*	MX	\$16,000,000.00	
CLIN 003006*	MX	\$38,000,000.00	
CLIN 003007*	MX	\$1,096,196.00	
CLIN 003008*	MX	\$14,000,000.00	
CLIN 003009*	MZ	\$21,000,000.00	
CLIN 003010*	MZ	\$22,034,271.00	
			<u>181,861,544.00</u>

002792

CONTRACTING ACTIVITY REPRESENTATIVES:

NAME:	[REDACTED]	[REDACTED]
ORGANIZATION CODE:	[REDACTED]	[REDACTED]
TELEPHONE NUMBERS:	[REDACTED]	[REDACTED]
COMMERCIAL:	[REDACTED]	[REDACTED]
DEFENSE SWITCHED NETWORK (DSN):	[REDACTED]	[REDACTED]
EMAIL:	[REDACTED]	[REDACTED]

(b)(6)

(b)(6)

(b)(6)

(b)(6)

(b)(6)

* CLIN 0030 has been established for the sole purpose of obligating GFEBs funding for performance of SubCLIN 0017AA. Informational SubCLINs under CLIN 0030 will be established each time additional GFEBs funding is obligated. For purposes of this funding update, funding obligated under CLIN 0030 will also be reflected under SubCLIN 0017AA and should not be counted twice with regards to the total contract funding obligated.

(End of Summary of Changes)

002793

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE V		PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. J0267		3. EFFECTIVE DATE 24-Jun-2013		4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE		5. PROJECT NO. (If applicable)	
6. ISSUED BY USASMD/ARSTRAT ACC-RSA, SMD/CAO CCAM-CAB-8 PO BOX 1500 HUNTSVILLE AL 35807-3801		CODE V9113M		7. ADMINISTERED BY (If other than item 6) DCM RAYTHEON 2 WAYSIDE AVE BURLINGTON MA 01803-0901		CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) RAYTHEON COMPANY 350 LOWELL ST ANDOVER MA 01810-4400				9A. AMENDMENT OF SOLICITATION NO.			
				9B. DATED (SEE ITEM 11)			
				X 10A. MOD. OF CONTRACT/ORDER NO. DASG60-98-C-0001			
				X 10B. DATED (SEE ITEM 13) 30-Jan-1998			
CODE 05716		FACILITY CODE					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended.							
Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required)							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.							
X B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).							
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:							
D. OTHER (Specify type of modification and authority)							
E. IMPORTANT: Contractor <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: XXXXXXXXXX See SF30, Block 14, Continuation page.							
(b)(6)							
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as 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)			
XXXXXXXXXX				XXXXXXXXXX (b)(6)			
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA		16C. DATE SIGNED	
(Signature of person authorized to sign)				XXXXXXXXXX		(b)(6)	
				(Signature of Contracting Officer)		24-Jun-2013	

EXCEPTION TO SF 30
APPROVED BY OIRM 11-84

30-105-04

002794

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

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

The following items are applicable to this modification:

SUMMARY OF CHANGES

The following have been added by full text:

PURPOSE OF MOD P00267

The purpose of this modification is for the government to officially change Raytheon IDS's appointed Program Manager for this contract (DASG60-98-C-0001) from [REDACTED]

(b)(6)

SECTION H - SPECIAL CONTRACT REQUIREMENTS

The following have been modified:

H-14. KEY PERSONNEL:

Key Personnel List:

NAME

POSITION

[REDACTED]
[REDACTED]

[REDACTED]
[REDACTED]

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

(End of Summary of Changes)

002795

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE V	PAGE OF PAGES 1 13
2. AMENDMENT/MODIFICATION NO. P00268	3. EFFECTIVE DATE 31-Jul-2013	4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE	5. PROJECT NO. (if applicable)		
6. ISSUED BY USASIMC/ARSTRAT SMOC-RDC PO BOX 1800 HUNTSVILLE AL 35897-2801	CODE WB113M	7. ADMINISTERED BY (If other than item 6) DCM RAYTHEON 2 WAYBIDE AVE BURLINGTON MA 01803-0801		CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) RAYTHEON COMPANY 380 LOWELL ST ANDOVER MA 01810-4400				9A. AMENDMENT OF SOLICITATION NO.	
				9B. DATED (SEE ITEM 11)	
				<input checked="" type="checkbox"/> 10A. MOD. OF CONTRACT/ORDER NO. DA5680-98-C-0001	
				<input checked="" type="checkbox"/> 10B. DATED (SEE ITEM 13) 30-Jan-1998	
CODE 05716		FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 13, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided 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).					
<input checked="" type="checkbox"/> C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.232-22, "Limitation of Funds"					
D. OTHER (Specify type of modification and authority)					
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: XXXXXXXXXX See Continuation Page					
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.					
15A. NAME AND TITLE OF SIGNER XXXXXXXXXX			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) XXXXXXXXXX (b)(6)		
15B. DATE SIGNED XXXXXXXXXX		15C. DATE SIGNED 31 JUL 13		16C. DATE SIGNED 1 Aug 13 (b)(6)	
		(Signature of Contracting Officer)			

EXCEPTION TO SF 30
APPROVED BY OIRM 11-84

30-105-04

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

002796

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

The following items are applicable to this modification:

SUMMARY OF CHANGES

1. SF 30 - BLOCK 14 CONTINUATION PAGE

The following have been added by full text:

PURPOSE

The purpose of this modification is to:

- Incrementally fund SUBCLIN 0017AA via CLIN 0030 in the amount of \$ 3,851,327.34
- Realign funds in the amount of [REDACTED] under SubCLIN 0017AA from fee to cost to reflect the final estimated cost and fee amounts stated in Modification P00262 and to correct the overfunding of fee (b)(4)
- Acknowledge that Raytheon has completed the requirement for the Developmental Test 2 (DT-2) flat zone and earned a flat zone incentive of [REDACTED] (b)(4) (b)(4)
- Acknowledge that Raytheon has completed the requirement for Functional Configuration Audit (FCA) #1 and earned a flat zone incentive of [REDACTED] (b)(4) (b)(4)
- Acknowledge that Raytheon has completed the requirement for Electromagnetic Environmental Effects (E3) Testing and earned a flat zone incentive [REDACTED] (b)(4) (b)(4)
- Increase the estimated fee and total contract value in the amount of [REDACTED] account for the flat zone incentives earned and additional flat zone incentive opportunities remaining (If necessary, the estimated fee and total contract value will be further adjusted if the remaining two flat spot incentives are not awarded at full value) (b)(4) (b)(4)
- Incrementally fund SUBCLIN 0017AA via CLIN 0030 in the amount of \$9,469,171

2. SECTION A, SOLICITATION/CONTRACT FORM

The total cost of this contract was increased by \$9,669,171.00 from \$2,014,650,579.00 to \$2,024,319,750.

3. SECTION B - SUPPLIES OR SERVICES AND PRICES

SUBCLIN 0017AA

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

The total cost of this line item has increased by [REDACTED] from [REDACTED] (b)(4) (b)(4) (b)(4)

CLIN 0030 :

The total cost of this line item has increased by [REDACTED] from [REDACTED] to [REDACTED] (b)(4)

SUBCLIN 003011 is added as follows:

002797

<u>ITEM NO</u>	<u>SUPPLIES/SERVICES</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
03011	GFEBS Funding for SubCLIN 0017AA CPIF FOB: Destination PURCHASE REQUEST NUMBER: 0010246700-0001				
	ACRN MX CIN: GFEBS001024670000001				\$3,851,327.34

SUBCLIN 003012 is added as follows:

<u>ITEM NO</u>	<u>SUPPLIES/SERVICES</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
03012	GFEBS Funding for SubCLIN 0017AA CPIF FOB: Destination PURCHASE REQUEST NUMBER: 0010369722				
	ACRN MZ CIN: GFEBS001036972200001				\$9,469,171.00

As stated in Modification P00251, CLIN 0030 has been established for the sole purpose of obligating GFEBS funding for performance of SubCLIN 0017AA. The value of CLIN 0030 equates to the amount of GFEBS funding obligated for performance of SubCLIN 0017AA and should not be considered additional contract value. Informational SubCLINs under CLIN 0030 will be established each time additional GFEBS funding is obligated. CLIN 0030 and its SubCLINs will not be segregated from SubCLIN 0017AA, identified, accounted for, analyzed, or reported separately from SubCLIN0017, including EVMS. All scope remains under SubCLIN 0017AA with associated incentive events and flat zones.

4. SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by \$13,320,498.34 from \$2,004,685,410.02 to \$2,018,005,908.36.

SUBCLIN 003011:

Funding on SUBCLIN 003011 is initiated as follows:

002798

ACRN: MX

CIN: GFEBS001024670000001

Acctng Data: 02120122013204000001171722550030003242A.0000013.1.1 6100.9000021001

Increase: \$3,851,327.34

Total: \$3,851,327.34

The above increase of [REDACTED] allotted to cost. In addition, funds in the amount of [REDACTED] are realigned from fee to cost to reflect the final estimated cost and fee amounts stated in Modification P00262 and to correct the overfunding of fee.

(b)(4)

SUBCLIN 003012:

Funding on SUBCLIN 003012 is initiated as follows:

ACRN: MZ

CIN: GFEBS001036972200001

Acctng Data: 02120132014204000001171722550030003242A.0009263.1.1 6100.9000021001

Increase: \$9,469,171.00

Total: \$9,469,171.00

Cost Code: A5XFJ

The above increase of [REDACTED] is allotted to fee to account for the flat spot incentives earned.

(b)(4)

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

SUBCLIN 0017AA :	<u>PRIOR</u>	<u>THIS MODIFICATION</u>	<u>CUMULATIVE TOTAL*</u>
(1) Amount Required for Full Funding,			
Including Fee:	[REDACTED]	[REDACTED]	\$ 1,786,571,303.00
(2) Amount Allotted Under the LOF Clause			
for Payment of Costs:	[REDACTED]	[REDACTED]	\$1,660,857,379.00
(3) Amount Separately Obligated for			
Payment of Fee:	[REDACTED]	[REDACTED]	\$ 125,513,924.00

(b)(4)

(b)(4)

(b)(4)

002799

(4) Total Amount Allotted and Obligated:	\$1,773,050,804.66	\$13,320,498.34	\$1,786,371,303.00
(5) Net Amount Required for Full Funding	\$ 3,851,327.34	(\$3,651,327.34)	\$ 200,000.00

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

5. Section H – SPECIAL CONTRACT REQUIREMENTS

Paragraph H-19, INCENTIVE FEE STRUCTURE AND PAYMENT FOR CLIN 0017, SYSTEM DEVELOPMENT AND DEMONSTRATION (SDD), subparagraph c., is revised as follows:

c. Schedule and Performance Incentive.

(1) A maximum [REDACTED] "flat zone" will be established at the target cost value of [REDACTED] with the conduct of milestones below. The "flat zone" over which the contractor will earn target fee is for eligible costs from [REDACTED] to [REDACTED] once the program milestones set forth below are conducted. (Note: As of the effective date of Modification P00260, only [REDACTED] of the maximum [REDACTED] flat zone" has been acknowledged as earned.)

(b)(4)

(a) [REDACTED] % of the maximum benefit of the "flat zone", earned by the conduct of the SDD System Functional Review NLT 2nd Quarter, Fiscal Year 2007. (It is hereby acknowledged by the government that Raytheon completed the requirement for this flat zone and earned the "Flat Zone" schedule incentive of [REDACTED]. Final determination of incentive fee payment utilizing the "Flat Zone" amount will be made at the conclusion of the contract. Reference letter, dated 5 March 2007 from [REDACTED])

(b)(4)

(b)(4)

(b)(4)

(b)(4)

(b)(6)

(b)(6)

(b) [REDACTED] % of the maximum benefit of the "flat zone", earned by the conduct of SDD Orbit Critical Design review NLT 2nd Quarter, Fiscal Year 2009. (It is hereby acknowledged by the government that Raytheon completed the requirement for this flat zone and earned the "Flat Zone" schedule incentive of [REDACTED]. Final determination of incentive fee payment utilizing the "Flat Zone" amount will be made at the conclusion of the contract. Reference letter, dated 12 January 2009, from [REDACTED])

(b)(4)

(b)(6)

(b)(6)

(c) [REDACTED] of the maximum benefit of the "flat zone", earned by the conduct of the Developmental Test 1 (DT-1) in accordance with the criteria set forth in Section J attachment entitled Flat Zone Performance Criteria for JLENS SDD Contract, Section H-19(c), dated 08/10/12. (It is hereby acknowledged by the government that Raytheon completed the requirement for this flat zone and earned a "Flat Zone" schedule incentive of [REDACTED] or [REDACTED] % of the available [REDACTED]. Final determination of incentive fee payment utilizing the "Flat Zone" amount will be made at the conclusion of the contract.)

(b)(4)

(b)(4)

(d) [REDACTED] of the maximum benefit of the "flat zone", earned by the conduct of the Electromagnetic Environmental Effects (E3) Testing in accordance with the criteria set forth in Section J attachment entitled Flat Zone Performance Criteria for JLENS SDD Contract, Section H-19(c), dated 08/10/12. (It is hereby acknowledged by the government that Raytheon completed the requirement for this flat zone and earned a "Flat Zone" schedule incentive of \$ [REDACTED] or [REDACTED] % of the available [REDACTED]. Final determination of incentive fee payment utilizing the "Flat Zone" amount will be made at the conclusion of the contract.)

(b)(4)

(b)(4)

002800

(e) [REDACTED], [REDACTED] of the maximum benefit of the "flat zone", earned by the conduct of the Integrated Fire Control Event in accordance with the criteria set forth in Section J attachment entitled Flat Zone Performance Criteria for JLENS SDD Contract, Section H-19(c), dated 08/10/12. (It is hereby acknowledged by the government that Raytheon completed the requirement for this flat zone and earned a "Flat Zone" schedule incentive of \$[REDACTED] or [REDACTED] of the available [REDACTED]. * Final determination of incentive fee payment utilizing the "Flat Zone" amount will be made at the conclusion of the contract.) *NOTE: The potential has been decreased from \$[REDACTED] to \$[REDACTED] due to movement of the \$[REDACTED] incentive for [REDACTED].

(b)(4)
(b)(4)
(b)(4)
3)(A)(i)&Title
10 Sec 130 (a)(b)

(f) [REDACTED] * [REDACTED] of the maximum benefit of the "flat zone", earned by the conduct of the Functional Configuration Audit (FCA) #1 in accordance with the criteria set forth in Section J attachment entitled Flat Zone Performance Criteria for JLENS SDD Contract, Section H-19(c), dated 08/10/12. *Note: The potential has been increased from \$[REDACTED] to [REDACTED] due to movement of the \$[REDACTED] incentive for [REDACTED]. (It is hereby acknowledged by the government that Raytheon completed the requirement for this flat zone and earned a "Flat Zone" schedule incentive of [REDACTED] or [REDACTED] of the available [REDACTED]. Final determination of incentive fee payment utilizing the "Flat Zone" amount will be made at the conclusion of the contract.)

(b)(4)
(b)(4)
(b)(4)
(b)(3)(A)
(i)&Title 10 Sec
130 (a)(b)

(g) [REDACTED] [REDACTED] of the maximum benefit of the "flat zone", earned by the conduct of Developmental Test 2 (DT-2) in accordance with the criteria set forth in Section J attachment entitled Flat Zone Performance Criteria for JLENS SDD Contract, Section H-19(c), dated 08/10/12. (It is hereby acknowledged by the government that Raytheon completed the requirement for this flat zone and earned a "Flat Zone" schedule incentive of \$[REDACTED] or [REDACTED] of the available [REDACTED]. Final determination of incentive fee payment utilizing the "Flat Zone" amount will be made at the conclusion of the contract.)

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

(h) [REDACTED] [REDACTED] of the maximum benefit of the "flat zone", earned by the conduct of the Early User Test (previously defined as Limited User Test) in accordance with the criteria set forth in Section J attachment entitled Flat Zone Performance Criteria for JLENS SDD Contract, Section H-19(c), dated 08/10/12.

(b)(4)

(i) [REDACTED] [REDACTED] of the maximum benefit of the "flat zone", earned by the conduct of the Final Functional Configuration Audit (FCA) in accordance with the criteria set forth in Section J attachment entitled Flat Zone Performance Criteria for JLENS SDD Contract, Section H-19(c), dated 08/10/12.

(b)(4)

(2) For Earned Value and cost reporting purposes, the estimated cost value of \$[REDACTED] will be used.

(b)(4)

6. The following is an update to Modification P00266 showing a summary of funding by ACRN through Modification P00268:

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

002801

AG	17,192,400.00
AH	700,000.00
AJ	200,000.00
AK	85,000.00
AL	45,000.00
AM	17,045,000.00
AN	5,800.00
AP	20,779,000.00
AQ	105,000.00
AR	35,000.00
AS	0.00
AT	6,984,678.52
AU	7,970,000.00
AV	0.00
AW	100,000.00
AX	3,396,000.00
AY	550,000.00
AZ	19,412,000.00
BA	24,527,878.00
BB	146,000.00
BC	72,000.00
BD	85,000.00
BE	100,000.00
BF	100,000.00
BG	1,975,321.00
BH	38,018,908.00
BJ	7,896,673.34
BK	260,000.00
BL	0.00
BM	125,000.00
BN	103,000.00
BP	10,199,288.50
BU	350,000.00
BV	9,000.00
BW	84,896,852.00
BX	1,146,000.00
BY	3,880,000.00
BZ	190,000.00
KL	118,250.00
KM	192,793,000.00
KN	0.00
KQ	92,811.00
KR	0.00
KS	0.00
KT	386,377,998.00
KU	2,203,183.00
KV	65,000.00
KW	20,000.00
KX	60,000.00
KY	25,000.00

002802

KZ	25,000.00
LA	13,508.00
LB	12,500.00
LC	200,000.00
LD	7,943,648.00
LE	1,173,850.00
LF	10,000.00
LG	62,000.00
LH	400,000.00
LJ	7,476.00
LK	\$281,575,897.00
LL	\$173,798.00
LM	\$1,410,376.00
LN	\$630,061.00
LP	\$83,200.00
LQ	\$235,566.00
LR	\$125,000.00
LS	\$6,069,616.00
LT	\$530,377.00
LU	\$9,100,000.00
LV	\$1,957,265.00
LW	\$255,567.00
LX	\$68,000.00
LY	\$264,807,424.52
LZ	\$1,751,384.00
MA	\$2,982,442.00
MB	\$375,000.00
MC	\$2,283,481.00
MD	\$8,573.00
ME	\$0.00
MF	\$270,907,822.39
MG	\$6,262,095.00
MH	\$213,390.00
MJ	\$858,495.00
MK	\$56,076.00
ML	\$116,044.00
MM	\$1,618,600.00
MN	\$2,573,000.00
MP	\$250,000.00
MQ	\$691,421.00
MR	\$0.00
MS	\$700,000.00
MT	\$16,289,524.00
MU	\$6,296,414.00
MV	\$39,921,199.75
MW	\$10,000,000.00
MX	\$142,646,685.34
MY	\$18,327.00
MZ	\$52,503,442.00

002803

7. The following is an update to Modification P00266 showing a summary of funding by CLIN by ACRN through Modification P00268:

<u>CLIN</u>	<u>ACRN</u>	<u>FUNDING AMT</u>	<u>CLIN TOTAL</u>
CLIN 0001	AA	440,100.00	
CLIN 0001	AD	0.00	
			<u>440,100.00</u>
CLIN 0003	AB	2,298,235.00	
CLIN 0003	AC	17,832,987.00	
CLIN 0003	AD	0.00	
CLIN 0003	AE	7,500,000.00	
CLIN 0003	AF	3,300,000.00	
CLIN 0003	AG	17,192,400.00	
CLIN 0003	AH	700,000.00	
CLIN 0003	AM	17,045,000.00	
CLIN 0003	AN	5,800.00	
CLIN 0003	AP	20,779,000.00	
CLIN 0003	AS	0.00	
CLIN 0003	AT	6,984,678.52	
CLIN 0003	AW	100,000.00	
CLIN 0003	AY	550,000.00	
			<u>94,288,100.52</u>
CLIN 0005	BA	24,527,878.00	
CLIN 0005	BB	146,000.00	
CLIN 0005	BC	72,000.00	
CLIN 0005	BD	85,000.00	
CLIN 0005	BE	100,000.00	
CLIN 0005	BF	100,000.00	
CLIN 0005	BG	1,975,321.00	
CLIN 0005	BH	38,018,908.00	
CLIN 0005	BL	0.00	
CLIN 0005	BZ	0.00	
			<u>65,025,107.00</u>
CLIN 0007AA	BP	10,199,288.50	
			<u>10,199,288.50</u>
CLIN 0009AA	AQ	45,106.00	
CLIN 0009AA	AV	0.00	
CLIN 0009AA	BK	256,545.00	

002804

CLIN 0009AA	BM	125,000.00	
CLIN 0009AA	BN	21,315.00	
			<u>447,966.00</u>
CLIN 0009AB	AJ	200,000.00	
CLIN 0009AB	AK	85,000.00	
CLIN 0009AB	AL	45,000.00	
CLIN 0009AB	AQ	59,894.00	
CLIN 0009AB	AR	35,000.00	
CLIN 0009AB	BK	3,455.00	
CLIN 0009AB	BN	81,685.00	
CLIN 0009AB	BU	350,000.00	
CLIN 0009AB	BV	9,000.00	
			<u>869,034.00</u>
CLIN 0013	AU	7,970,000.00	
CLIN 0013	AX	3,396,000.00	
CLIN 0013	AY	0.00	
CLIN 0013	AZ	19,412,000.00	
CLIN 0013	BJ	7,896,673.34	
			<u>38,674,673.34</u>
CLIN 0017	BW	0.00	
CLIN 0017	KM	0.00	
			<u>0.00</u>
CLIN 0017AA	BY	3,880,000.00	
CLIN 0017AA	BX	1,146,000.00	
CLIN 0017AA	BW	84,896,852.00	
CLIN 0017AA	BZ	0.00	
CLIN 0017AA	KM	192,793,000.00	
CLIN 0017AA	KN	0.00	
CLIN 0017AA	KQ	66,151.00	
CLIN 0017AA	KS	0.00	
CLIN 0017AA	KT	386,204,200.00	
CLIN 0017AA	KU	2,203,183.00	
CLIN 0017AA	KY	0.00	
CLIN 0017AA	LC	200,000.00	
CLIN 0017AA	LD	7,943,648.00	
CLIN 0017AA	LE	0.00	
CLIN 0017AA	LH	400,000.00	
CLIN 0017AA	LJ	7,476.00	
CLIN 0017AA	LK	281,575,897.00	
CLIN 0017AA	LQ	235,566.00	
CLIN 0017AA	LS	6,069,616.00	
CLIN 0017AA	LT	530,377.00	
CLIN 0017AA	LU	\$9,100,000.00	
CLIN 0017AA	LV	\$1,957,265.00	

002805

CLIN 0017AA	LW	\$255,567.00	
CLIN 0017AA	LX	\$68,000.00	
CLIN 0017AA	LY	\$264,807,424.52	
CLIN 0017AA	MB	\$375,000.00	
CLIN 0017AA	MC	\$2,283,481.00	
CLIN 0017AA	MD	\$8,573.00	
CLIN 0017AA	ME	\$0.00	
CLIN 0017AA	MF	\$270,907,822.39	
CLIN 0017AA	MH	\$213,390.00	
CLIN 0017AA	MJ	\$858,495.00	
CLIN 0017AA	MK	\$56,076.00	
CLIN 0017AA	ML	\$116,044.00	
CLIN 0017AA	MM	\$1,618,600.00	
CLIN 0017AA	MN	\$2,573,000.00	
CLIN 0017AA	MP	\$250,000.00	
CLIN 0017AA	MQ	\$691,421.00	
CLIN 0017AA	MR	\$0.00	
CLIN 0017AA	MS	\$700,000.00	
CLIN 0017AA	MT	\$16,289,524.00	
CLIN 0017AA	MV	\$39,921,199.75	
CLIN 0017AA	MW	\$10,000,000.00	
CLIN 0017AA	MX	\$142,646,685.34	
CLIN 0017AA	MY	\$18,327.00	
CLIN 0017AA	MZ	\$52,503,442.00	
			<u>1,786,371,303.00</u>
CLIN 0017AB	KL	118,250.00	
			<u>118,250.00</u>
CLIN 0017AC	BZ	190,000.00	
			<u>190,000.00</u>
CLIN 0017AD	KN	0.00	
CLIN 0017AD	KS	0.00	
			<u>0.00</u>
CLIN 0017AE	LL	173,798.00	
			173,798.00
CLIN 0017AH	KT	173,798.00	
			<u>173,798.00</u>

002806

CLIN 0020AA	KN	0.00	
CLIN 0020AA	KQ	26,660.00	
			<u>26,660.00</u>
CLIN 0021AA	KW	0.00	
			<u>0.00</u>
CLIN 0021AB	KV	0.00	
CLIN 0021AB	LB	0.00	
CLIN 0021AB	KX	0.00	
CLIN 0021AB	KY	0.00	
			<u>0.00</u>
CLIN 0021AC	KZ	0.00	
CLIN 0021AC	LA	0.00	
			<u>0.00</u>
CLIN 0022	KW	0.00	
			<u>0.00</u>
CLIN 0023	KX	60,000.00	
CLIN 0023	KY	25,000.00	
CLIN 0023	KV	65,000.00	
CLIN 0023	LB	12,500.00	
CLIN 0023	LF	10,000.00	
CLIN 0023	LR	\$125,000.00	
			<u>297,500.00</u>
CLIN 0024	LA	13,508.00	
CLIN 0024	LG	62,000.00	
CLIN 0024	KZ	25,000.00	
CLIN 0024	KW	20,000.00	
CLIN 0024	LP	83,200.00	
			<u>203,708.00</u>
CLIN 0025	LE	1,173,850.00	
CLIN 0025	LM	1,080,404.00	
CLIN 0025	MA	0.00	
			<u>2,254,254.00</u>
CLIN 0026	LN	630,061.00	
			<u>630,061.00</u>
CLIN 0027	LZ	1,751,384.00	

002807

			<u>1,751,384.00</u>
CLIN 0028	LM	329,972.00	
CLIN 0028	MA	2,982,442.00	
CLIN 0028	MG	6,262,095.00	
CLIN 0028	MU	\$6,296,414.00	
			<u>15,870,923.00</u>
CLIN 003001*	MX	\$52,974,283.00	
CLIN003002*	MX	\$719,132.00	
CLIN 000303*	MX	\$5,747.00	
CLIN 000304*	MX	\$16,000,000.00	
CLIN 000305*	MX	\$16,000,000.00	
CLIN 003006*	MX	\$38,000,000.00	
CLIN 003007*	MX	\$1,096,196.00	
CLIN 003008*	MX	\$14,000,000.00	
CLIN 003009*	MZ	\$21,000,000.00	
CLIN 003010*	MZ	\$22,034,271.00	
CLIN 003011*	MX	\$ 3,851,327.34	
CLIN 003012	MZ	\$9,469,171.00	
			<u>195,150,127.34</u>

* CLIN 0030 has been established for the sole purpose of obligating GFEBS funding for performance of SubCLIN 0017AA. Informational SubCLINs under CLIN 0030 will be established each time additional GFEBS funding is obligated. For purposes of this funding update, funding obligated under CLIN 0030 will also be reflected under SubCLIN 0017AA and should not be counted twice with regards to the total contract funding obligated.

(End of Summary of Changes)

002808

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE V		PAGE OF PAGES 1 7	
2. AMENDMENT/MODIFICATION NO. 70269		3. EFFECTIVE DATE 10-Sep-2013		4. REQUISITION/PURCHASE REQ NO. SEE SCHEDULE		5. PROJECT NO (If applicable)	
ISSUED BY USASMD/ARSTRAT SMD/CD-RDC PO BOX 1500 HUNTSVILLE AL 35807-3801		CODE W9113M		7. ADMINISTERED BY (If other than item 6) DCM RAYTHEON 2 WAYSIDE AVE BURLINGTON MA 01803-0901		CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) RAYTHEON COMPANY 350 LOWELL ST ANDOVER MA 01810-4400				9A. AMENDMENT OF SOLICITATION NO.			
				9B. DATED (SEE ITEM 11)			
				X 10A. MOD. OF CONTRACT/ORDER NO. 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 CONTRACT/ORDERS IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.							
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).							
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:							
X D. OTHER (Specify type of modification and authority) UNILATERAL: FAR 52.243-2							
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: [REDACTED] (b)(6) See Page 2.							
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)			
[REDACTED]				[REDACTED] (b)(6)			
3. CONTRACTOR/OFFEROR		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA		16C. DATE SIGNED	
(Signature of person authorized to sign)				[REDACTED]		10-Sep-2013 (b)(6)	
				(Signature of Contracting Officer)			

EXCEPTION TO SF 30
APPROVED BY OIRM 11-84

30-105-04

002809

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

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

The following items are applicable to this modification:

SUMMARY OF CHANGES

1. SF 30 - BLOCK 14 CONTINUATION PAGE

The following have been added by full text:

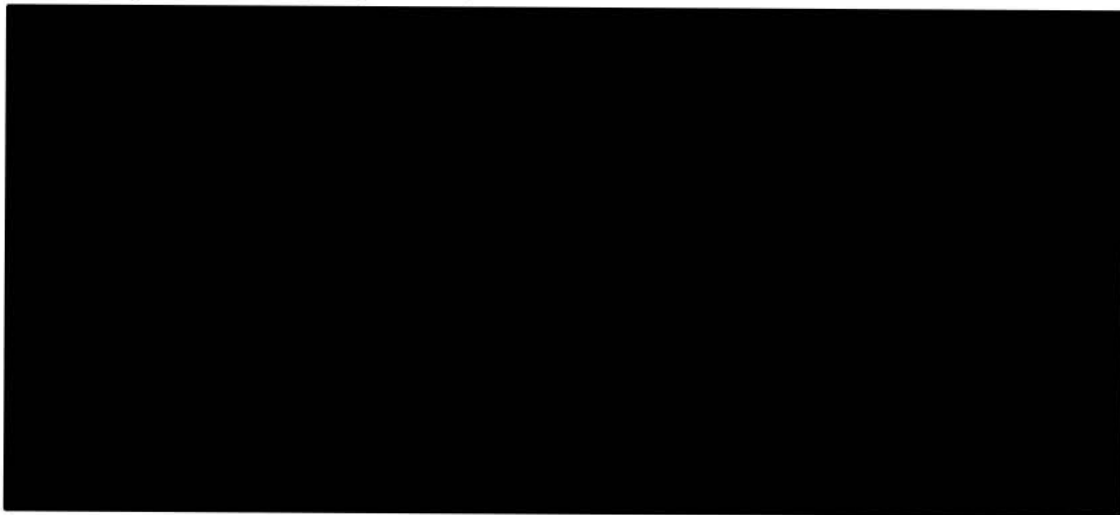
PURPOSE

The purpose of this modification is to:

- Incorporate Request for Deviation/Waiver - [REDACTED] CDRL B059-013a, dated 21 Jun 13 (b)(3)(A)
(i)&Title 10
Sec 130 (a)
- Incorporate Engineering Change Proposals (ECP) MI-P97774, CDRL B039-013, dated 4 Jun 13, and MI-N3898, CDRL 039-011, dated 16 May 12 (b)
- Due to government delays and higher level program directives, extend the period of performance for SubCLIN 0017AA by three (3) months from 30 September 2013 to 31 December 2013
- Due to higher level program directives, issue the following clarifications regarding the effort to be completed during the three (3) month extension:
 - The contractor shall complete the [REDACTED]
[REDACTED] (b)(3)(A)
(i)&Title 10
Sec 130 (a)
(b)
[REDACTED] Data will be gathered as part of the integration testing and the [REDACTED] to allow the Government to request system level certification.
 - The contractor shall demonstrate contract compliance for [REDACTED] (b)(3)(A)
(i)&Title 10
Sec 130 (a)(b)
 - The contractor shall complete delivery of all Verification Status Reports (VSRs) for Government review and approval. For any VSR that is rejected by the Government or cannot be met, the contractor will submit a request for waiver or request an Engineering Change Proposal to the requirement in the VSR.
 - The contractor shall complete the [REDACTED] integration. The completion of the [REDACTED] (b)(3)(A)
(i)&Title 10
Sec 130 (a)
(b)
[REDACTED] The first event will demonstrate the test objectives [REDACTED] The second event, Formal Mission Flight Event 3, will demonstrate system compliance and serve as the final data collection test for system certification.
 - The contractor shall correct the software trouble reports (STRs) and Test Incident Reports (TIRs) identified by the Government prior to delivery of a final software drop at the end of the period of performance.

002810

- The contractor shall complete the Functional Configuration Audit (FCA) and ensure that coordination and tasks have been completed prior to turnover of the JLENS system by DD Form 250. These tasks shall be completed by 01 December 2013.
- The contractor shall continue inventory and packing of Orbit 2, less the items at Elizabeth City, North Carolina, needed for training. Those assets at Elizabeth City, North Carolina shall remain there to support the Training Engineering Services Memorandum. The contractor shall ship Orbit 2 to UTTR (Echo Site) and coordinate and perform the inspection and acceptance of Orbit 2 and the signing of the DD 250 with the Contracting Officer's Representative [REDACTED] (b)(6)
- The contractor shall deliver all spares in accordance with the terms and conditions of the contract with the exception of the ten (10) make buy parts listed in the table below. The contractor shall deliver only the material on the items listed below. It is anticipated that the cost of labor previously proposed to build these items shall be credited to the Government as such builds will no longer occur during the period of performance of this contract.



(b)(3)(A)

- The contractor shall inventory and pack the Surveillance Radar at UTTR (Echo Site) and ship in place as currently stated in the DD 250 Plan. The Fire Control Radar at UTTR (Delta Site) shall remain operational to support training at the Delta Site. It is anticipated that the training to be conducted as well as maintenance of the operational site will be covered under Contract W31P4Q-10-C-0003.
- Descope the following logistics courses/events:
 - Common Course
 - System Administration Course
 - MO/MS Course
 - CPG Shelter Maintenance Course
 - Aerostat Electrical and Mechanical Course
 - Logistics Demonstration


This descope only includes the conducting of the course event, not the final preparation of the training material or Interactive Technical Publication (IETP). The preparation required to conduct the courses still includes, as a minimum, the resolution of all open category 1/2/3 STRs, ITRs, completion and demonstration of [REDACTED] and redlines to existing IETPs and training documentation that have been generated from developmental testing, Early User Testing, government reviews, and other training activities. The final training documentation shall be delivered under CDRL B017 no later than 30 September 2013. (b)(3)(A)

002811

Should the above clarifications result in increased/decreased costs, a cost impact, broken down by the elements outlined in this modification, shall be provided within seven (7) from the date of this modification.

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

The following has been revised:

<u>TITLE</u>	<u>DATE</u>	<u># OF PAGES</u>
Contract Security Classification Specification (DD Form 254), Revision 13 (Added per Modification P00235)	14 Apr 11	13
JLENS Software Source Code Specifically Negotiated License, License Number JLENS-SWLA-01 (Added per Modification P00166)	04 Sep 08	8
<u>CLIN 0017:</u>		
JLENS System Development and Demonstration (SDD) Program Statement of Work (Revised by Incorporating CSDR Plans dated 20 Febr 2007 in Appendix C per Modification P00136)	30 Nov 06 - Revised 20 Feb 07	37
JLENS System Development and Demonstration (SDD) Program Statement of Work (Added per Modification P00187)	Revised 06 Apr 09	38
JLENS System Development and Demonstration (SDD) Program Statement of Work, Revision 2 (Added per Modification P00207)	Revised 09 Mar 10	36
JLENS System Development and Demonstration (SDD) Program Statement of Work, Revision 3 (Added per Modification P00239)	Revised 01 Sep 11	36
JLENS System Development and Demonstration (SDD) Program Statement of Work (Added per Modification P00240)	Revised 26 Sep 11	36
		
Contract Data Requirements List (DD Form 1423) Exhibit A with Distribution List & Data Item Nos. B001 through B062 (Replace Data Item Nos. B026 and B027, only Per Modification P00136)	01 Dec 06	63
(Replace Data Item Nos. B048 and B049, only Per Modification P00143 & to add statement in Section A of Modification P00143)	Revised 05 Apr 07	
(Replace Data Item No. B033 only, per Modification P00161)	Revised 24 Oct 07	
	Revised 11 Jul 08	1

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

002812

Contract Data Requirements List (DD Form 1423) Exhibit A, Data Item Nos. B001 and B014 (Added per Modification P00187)	Revised 07 May 09	2
Contract Data Requirements List (DD Form 1423) Exhibit A, Data Item Nos. B002 through B062 (less B014) (Added per Modification P00187)	Revised 20 Mar 09	60
Contract Data Requirements List (DD Form 1423) Exhibit A, Data Item Nos. B001 and B014 (Added per Modification P00239)	Revised 30 Aug 11	2
Contract Data Requirements List (DD Form 1423) Exhibit A, Data Item Nos. B004 (Added per Modification P00257)	Revised 31 Jul 12	1

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

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

GFE/GFP/GFS List for SDD	28 Nov 06	2
Replaced with Rev. B List	15 Oct 07	6
**Add items below	Revised 22 Oct 07	
For record-keeping purposes (Per Mod P00143)		
Replaced with Revision C List (Per Modification P00183)	09 Mar 09	12
Replaced with Revision D List (Per Modification P00207)	23 Feb 10	11

**Per the DCMA and (b) (4) 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)

(b) (3) (A)

(b) (3) (A)

(b) (3) (A)

002813

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

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

Ship to address:

(b) (4)

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

JLENS Performance Specification, MIS-PRF-55628, Revision A (Added by reference per Modification P00168)	27 Jun 08	136
Annex A to the JLENS Performance Specification, MIS-PRF-55628, Revision A (Added by reference per Modification P00168)	27 Jun 08	10
JLENS SDD DD250 Plan (Added per Modification P00207)	11 Dec 09	5
Engineering Change Proposal (ECP) MI-N3893, Revision 2, CDRL B039-005b	15 Nov 10	15
Engineering Change Proposal (ECP) MI-N3894, CDRL B039-006	18 Aug 10	16
Engineering Change Proposal (ECP) MI-N3895, CDRL B039-007	28 Sep 10	50
Engineering Change Proposal (ECP) JL1359 (Added per Modification P00240)	20 Jun 11	7
Flat Zone Performance Criteria for JLENS SDD Contract, Section H-19(c) (Added per Modification P00242)	01 Nov 11	4
Revised Flat Zone Performance Criteria for JLENS SDD Contract, Section H-19(c) (Added per Modification P00257)	10 Aug 12	7
Test Spares List (Added per Modification P00247)	Undated	8
Engineering Change Proposal (ECP) MI-P97774, CDRL B039-013 (Added per Modification P00269)	04 Jun 13	16
Engineering Change Proposal (ECP) MI-N3898, CDRL B039-011 (Added per Modification P00269)	16 May 12	32
Request for Deviation/Waiver - Electrostatic Discharge	21 Jun 13	16

002814

(b)(1)

CDRL B059-013a
(Added per Modification P00269)

CLINs 0023 and 0024

JLENS Simulation Support SOW dated 28 January 2008 For JDEP, Nimble Fire and Simulation Support Tasks (Added per Mod P00160)	28 January 2008	2
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CLIN 0025

JLENS Integrated Fire Control Demonstration Program Statement of Work, Revision 5 (Added per Modification P00211)	14 Sep 09	3
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JLENS Integrated Fire Control Demonstration Program Program and Technical Clarification Description, incorporated herein by reference (Added per Modification P00211)	30 Mar 10	26
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Contract Data Requirements List (DD Form 1423) Exhibit B, Data Items Nos. B001 through B004, with Data Item Descriptions (Added per Modification P00165)	16 Oct 07	19
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Contract Data Requirements List (DD Form 1423), CLIN 0028, Exhibit B, Data Item Nos. B001 through B006 (Added per Modification P00211)	16 Jun 10	6
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CLIN 0027

JLENS System Integration Lab (SIL) Equipment List (Added per Modification P00196)	Undated	6
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Revision to System Integration Lab (SIL) Equipment List (Added per Modification P00217)	02 Aug 10	6
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3. All other terms and conditions remain unchanged and in full force and effect.

002815

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE V		PAGE OF PAGES 1 9	
2. AMENDMENT/MODIFICATION NO. P00210		3. EFFECTIVE DATE 16 SEP 13		4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE		5. PROJECT NO. (if applicable)
6. ISSUED BY USAIMDC/AMSTRAT SMOC-RDC PO BOX 1900 HUNTSVILLE AL 35807-9901		CODE W0113M	7. ADMINISTERED BY (If other than Item 6) DCM RAYTHEON 2 WAYBIDE AVE BURLINGTON MA 01803-0901		CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) RAYTHEON COMPANY 280 LOWELL ST ANDOVER MA 01810-4400				9A. AMENDMENT OF SOLICITATION NO.		
				9B. DATED (SEE ITEM 11)		
				X 10A. MOD. OF CONTRACT/ORDER NO. DA S600-98-C-0001		
				X 10B. DATED (SEE ITEM 13) 30-Jan-1998		
CODE 05716		FACILITY CODE				
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS						
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.						
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule						
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.						
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.						
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).						
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.232-22, "Limitation of Funds"						
D. OTHER (Specify type of modification and authority)						
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return 1 copies to the issuing office.						
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCP section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: SEE PAGE 2. (b)(6) (b)(6)						
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remain unchanged and in full force and effect.						
15A. NAME AND TITLE OF SIGNER			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)			
15B. _____			16B. _____			
15C. DATE SIGNED 12 SEP 13			16C. DATE SIGNED 16 Sep 13			
(Signature of person authorized to sign)			(Signature of Contracting Officer)			

EXCEPTION TO SF 30
APPROVED BY OIRM 11.84

30-105-04

002816

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

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

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

The following items are applicable to this modification:

SUMMARY OF CHANGES

The purpose of this modification is to decrease funding in the amount of \$2,268,109.52 under SubCLIN 003010, ACRN MZ, and increase funding in the amount of \$2,268,109.52 under to SubCLIN 003013, ACRN MX. The total funded amount has not changed.

1. SECTION B - SUPPLIES OR SERVICES AND PRICES

SUBCLIN 003013 is added as follows:

<u>ITEM NO</u>	<u>SUPPLIES/SERVICES</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
003013	GFEBs Funding for SubCLIN 0017AA CPIF FOB: Destination PURCHASE REQUEST NUMBER: 0010159133-0005				
	ACRN MX CIN: GFEBs001015913300032				\$2,268,109.52

2. SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

SUBCLIN 003010:

MZ: 02120132014204000001171722550030003242A.0009263.1.1 6100.9000021001 A5XFJ (CIN GFEBs001030358900002) was decreased by \$2,268,109.52 from \$22,034,271.00 to \$19,766,161.48

SUBCLIN 003013:

Funding on SUBCLIN 003013 is initiated as follows:

ACRN: MX

CIN: GFEBs001015913300032

Acctng Data: 02120122013204000001171722550030003242A.0000013.1.1 6100.9000021001

Increase: \$2,268,109.52

Total: \$2,268,109.52

Cost Code: A5XFJ

002817

3. The following is an update to Modification P00268 showing a summary of funding by ACRN through Modification P00269:

<u>ACRN</u>	<u>FUNDING</u>
AA	440,100.00
AB	2,298,235.00
AC	17,832,987.00
AD	0.00
AE	7,500,000.00
AF	3,300,000.00
AG	17,192,400.00
AH	700,000.00
AJ	200,000.00
AK	85,000.00
AL	45,000.00
AM	17,045,000.00
AN	5,800.00
AP	20,779,000.00
AQ	105,000.00
AR	35,000.00
AS	0.00
AT	6,984,678.52
AU	7,970,000.00
AV	0.00
AW	100,000.00
AX	3,396,000.00
AY	550,000.00
AZ	19,412,000.00
BA	24,527,878.00
BB	146,000.00
BC	72,000.00
BD	85,000.00
BE	100,000.00
BF	100,000.00
BG	1,975,321.00
BH	38,018,908.00
BJ	7,896,673.34
BK	260,000.00
BL	0.00
BM	125,000.00
BN	103,000.00
BP	10,199,288.50
BU	350,000.00
BV	9,000.00
BW	84,896,852.00

002818

BX	1,146,000.00
BY	3,880,000.00
BZ	190,000.00
KL	118,250.00
KM	192,793,000.00
KN	0.00
KQ	92,811.00
KR	0.00
KS	0.00
KT	386,377,998.00
KU	2,203,183.00
KV	65,000.00
KW	20,000.00
KX	60,000.00
KY	25,000.00
KZ	25,000.00
LA	13,508.00
LB	12,500.00
LC	200,000.00
LD	7,943,648.00
LE	1,173,850.00
LF	10,000.00
LG	62,000.00
LH	400,000.00
LJ	7,476.00
LK	\$281,575,897.00
LL	\$173,798.00
LM	\$1,410,376.00
LN	\$630,061.00
LP	\$83,200.00
LQ	\$235,566.00
LR	\$125,000.00
LS	\$6,069,616.00
LT	\$530,377.00
LU	\$9,100,000.00
LV	\$1,957,265.00
LW	\$255,567.00
LX	\$68,000.00
LY	\$264,807,424.52
LZ	\$1,751,384.00
MA	\$2,982,442.00
MB	\$375,000.00
MC	\$2,283,481.00
MD	\$8,573.00
ME	\$0.00
MF	\$270,907,822.39
MG	\$6,262,095.00
MH	\$213,390.00
MJ	\$858,495.00
MK	\$56,076.00

002819

ML	\$116,044.00
MM	\$1,618,600.00
MN	\$2,573,000.00
MP	\$250,000.00
MQ	\$691,421.00
MR	\$0.00
MS	\$700,000.00
MT	\$16,289,524.00
MU	\$6,296,414.00
MV	\$39,921,199.75
MW	\$10,000,000.00
MX	\$144,914,794.86
MY	\$18,327.00
MZ	\$50,235,332.48

4. The following is an update to Modification P00268 showing a summary of funding by CLIN by ACRN through Modification P00269:

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

002820

CLIN 0005	BZ	0.00	
			<u>65,025,107.00</u>
CLIN 0007AA	BP	10,199,288.50	
			<u>10,199,288.50</u>
CLIN 0009AA	AQ	45,106.00	
CLIN 0009AA	AV	0.00	
CLIN 0009AA	BK	256,545.00	
CLIN 0009AA	BM	125,000.00	
CLIN 0009AA	BN	21,315.00	
			<u>447,966.00</u>
CLIN 0009AB	AJ	200,000.00	
CLIN 0009AB	AK	85,000.00	
CLIN 0009AB	AL	45,000.00	
CLIN 0009AB	AQ	59,894.00	
CLIN 0009AB	AR	35,000.00	
CLIN 0009AB	BK	3,455.00	
CLIN 0009AB	BN	81,685.00	
CLIN 0009AB	BU	350,000.00	
CLIN 0009AB	BV	9,000.00	
			<u>869,034.00</u>
CLIN 0013	AU	7,970,000.00	
CLIN 0013	AX	3,396,000.00	
CLIN 0013	AY	0.00	
CLIN 0013	AZ	19,412,000.00	
CLIN 0013	BJ	7,896,673.34	
			<u>38,674,673.34</u>
CLIN 0017	BW	0.00	
CLIN 0017	KM	0.00	
			<u>0.00</u>
CLIN 0017AA	BY	3,880,000.00	
CLIN 0017AA	BX	1,146,000.00	
CLIN 0017AA	BW	84,896,852.00	
CLIN 0017AA	BZ	0.00	
CLIN 0017AA	KM	192,793,000.00	
CLIN 0017AA	KN	0.00	
CLIN 0017AA	KQ	66,151.00	
CLIN 0017AA	KS	0.00	
CLIN 0017AA	KT	386,204,200.00	
CLIN 0017AA	KU	2,203,183.00	
CLIN 0017AA	KY	0.00	
CLIN 0017AA	LC	200,000.00	

002821

CLIN 0017AA	LD	7,943,648.00	
CLIN 0017AA	LE	0.00	
CLIN 0017AA	LH	400,000.00	
CLIN 0017AA	LJ	7,476.00	
CLIN 0017AA	LK	281,575,897.00	
CLIN 0017AA	LQ	235,566.00	
CLIN 0017AA	LS	6,069,616.00	
CLIN 0017AA	LT	530,377.00	
CLIN 0017AA	LU	\$9,100,000.00	
CLIN 0017AA	LV	\$1,957,265.00	
CLIN 0017AA	LW	\$255,567.00	
CLIN 0017AA	LX	\$68,000.00	
CLIN 0017AA	LY	\$264,807,424.52	
CLIN 0017AA	MB	\$375,000.00	
CLIN 0017AA	MC	\$2,283,481.00	
CLIN 0017AA	MD	\$8,573.00	
CLIN 0017AA	ME	\$0.00	
CLIN 0017AA	MF	\$270,907,822.39	
CLIN 0017AA	MH	\$213,390.00	
CLIN 0017AA	MJ	\$858,495.00	
CLIN 0017AA	MK	\$56,076.00	
CLIN 0017AA	ML	\$116,044.00	
CLIN 0017AA	MM	\$1,618,600.00	
CLIN 0017AA	MN	\$2,573,000.00	
CLIN 0017AA	MP	\$250,000.00	
CLIN 0017AA	MQ	\$691,421.00	
CLIN 0017AA	MR	\$0.00	
CLIN 0017AA	MS	\$700,000.00	
CLIN 0017AA	MT	\$16,289,524.00	
CLIN 0017AA	MV	\$39,921,199.75	
CLIN 0017AA	MW	\$10,000,000.00	
CLIN 0017AA	MX	\$144,914,794.86	
CLIN 0017AA	MY	\$18,327.00	
CLIN 0017AA	MZ	\$50,235,332.48	
			1,786,371,303.00
CLIN 0017AB	KL	118,250.00	
			118,250.00
CLIN 0017AC	BZ	190,000.00	
			190,000.00

002822

CLIN 0017AD	KN	0.00	
CLIN 0017AD	KS	0.00	
			<u>0.00</u>
CLIN 0017AE	LL	173,798.00	
			173,798.00
CLIN 0017AH	KT	173,798.00	
			<u>173,798.00</u>
CLIN 0020AA	KN	0.00	
CLIN 0020AA	KQ	26,660.00	
			<u>26,660.00</u>
CLIN 0021AA	KW	0.00	
			<u>0.00</u>
CLIN 0021AB	KV	0.00	
CLIN 0021AB	LB	0.00	
CLIN 0021AB	KX	0.00	
CLIN 0021AB	KY	0.00	
			<u>0.00</u>
CLIN 0021AC	KZ	0.00	
CLIN 0021AC	LA	0.00	
			<u>0.00</u>
CLIN 0022	KW	0.00	
			<u>0.00</u>
CLIN 0023	KX	60,000.00	
CLIN 0023	KY	25,000.00	
CLIN 0023	KV	65,000.00	
CLIN 0023	LB	12,500.00	
CLIN 0023	LF	10,000.00	
CLIN 0023	LR	\$125,000.00	
			<u>297,500.00</u>
CLIN 0024	LA	13,508.00	
CLIN 0024	LG	62,000.00	
CLIN 0024	KZ	25,000.00	
CLIN 0024	KW	20,000.00	
CLIN 0024	LP	83,200.00	
			<u>203,708.00</u>

002823

CLIN 0025	LE	1,173,850.00	
CLIN 0025	LM	1,080,404.00	
CLIN 0025	MA	0.00	
			<u>2,254,254.00</u>
CLIN 0026	LN	630,061.00	
			<u>630,061.00</u>
CLIN 0027	LZ	1,751,384.00	
			<u>1,751,384.00</u>
CLIN 0028	LM	329,972.00	
CLIN 0028	MA	2,982,442.00	
CLIN 0028	MG	6,262,095.00	
CLIN 0028	MU	\$6,296,414.00	
			<u>15,870,923.00</u>
CLIN 003001*	MX	\$52,974,283.00	
CLIN003002*	MX	\$719,132.00	
CLIN 000303*	MX	\$5,747.00	
CLIN 000304*	MX	\$16,000,000.00	
CLIN 000305*	MX	\$16,000,000.00	
CLIN 003006*	MX	\$38,000,000.00	
CLIN 003007*	MX	\$1,096,196.00	
CLIN 003008*	MX	\$14,000,000.00	
CLIN 003009*	MZ	\$21,000,000.00	
CLIN 003010*	MZ	\$19,766,161.48	
CLIN 003011*	MX	\$ 3,851,327.34	
CLIN 003012	MZ	\$9,469,171.00	
CLIN 003013*	MX	\$2,268,109.52	
			<u>195,150,127.34</u>

* CLIN 0030 has been established for the sole purpose of obligating GFEBS funding for performance of SubCLIN 0017AA. Informational SubCLINs under CLIN 0030 will be established each time additional GFEBS funding is obligated. For purposes of this funding update, funding obligated under CLIN 0030 will also be reflected under SubCLIN 0017AA and should not be counted twice with regards to the total contract funding obligated.

(End of Summary of Changes)

002824

(b)(6)
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002825

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

The following items are applicable to this modification:

SUMMARY OF CHANGES

1. SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

SUBCLIN 003010:

MZ: 02120132014204000001171722550030003242A.0009263.1.1 6100.9000021001 A5XFJ (CIN GFEB001030358900002) was increased by \$484,701.71 from \$19,766,161.48 to \$20,250,863.19

SUBCLIN 003012:

MZ: 02120132014204000001171722550030003242A.0009263.1.1 6100.9000021001 A5XFJ (CIN GFEB001036972200001) was decreased by \$484,701.71 from \$9,469,171.00 to \$8,984,469.29

2. The following is an update to Modification P00270 showing a summary of funding by ACRN through Modification P00271:

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

002826

AY	550,000.00
AZ	19,412,000.00
BA	24,527,878.00
BB	146,000.00
BC	72,000.00
BD	85,000.00
BE	100,000.00
BF	100,000.00
BG	1,975,321.00
BH	38,018,908.00
BJ	7,896,673.34
BK	260,000.00
BL	0.00
BM	125,000.00
BN	103,000.00
BP	10,199,288.50
BU	350,000.00
BV	9,000.00
BW	84,896,852.00
BX	1,146,000.00
BY	3,880,000.00
BZ	190,000.00
KL	118,250.00
KM	192,793,000.00
KN	0.00
KQ	92,811.00
KR	0.00
KS	0.00
KT	386,377,998.00
KU	2,203,183.00
KV	65,000.00
KW	20,000.00
KX	60,000.00
KY	25,000.00
KZ	25,000.00
LA	13,508.00
LB	12,500.00
LC	200,000.00
LD	7,943,648.00
LE	1,173,850.00
LF	10,000.00
LG	62,000.00
LH	400,000.00
LJ	7,476.00
LK	\$281,575,897.00
LL	\$173,798.00
LM	\$1,410,376.00
LN	\$630,061.00
LP	\$83,200.00
LQ	\$235,566.00

002827

LR	\$125,000.00
LS	\$6,069,616.00
LT	\$530,377.00
LU	\$9,100,000.00
LV	\$1,957,265.00
LW	\$255,567.00
LX	\$68,000.00
LY	\$264,807,424.52
LZ	\$1,751,384.00
MA	\$2,982,442.00
MB	\$375,000.00
MC	\$2,283,481.00
MD	\$8,573.00
ME	\$0.00
MF	\$270,907,822.39
MG	\$6,262,095.00
MH	\$213,390.00
MJ	\$858,495.00
MK	\$56,076.00
ML	\$116,044.00
MM	\$,618,600.00
MN	\$2,573,000.00
MP	\$250,000.00
MQ	\$691,421.00
MR	\$0.00
MS	\$700,000.00
MT	\$16,289,524.00
MU	\$6,296,414.00
MV	\$39,921,199.75
MW	\$10,000,000.00
MX	\$144,914,794.86
MY	\$18,327.00
MZ	\$50,235,332.48

3. The following is an update to Modification P00270 showing a summary of funding by CLIN by ACRN through Modification P00271:

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

002828

CLIN 0003	AH	700,000.00	
CLIN 0003	AM	17,045,000.00	
CLIN 0003	AN	5,800.00	
CLIN 0003	AP	20,779,000.00	
CLIN 0003	AS	0.00	
CLIN 0003	AT	6,984,678.52	
CLIN 0003	AW	100,000.00	
CLIN 0003	AY	550,000.00	
			<u>94,288,100.52</u>
CLIN 0005	BA	24,527,878.00	
CLIN 0005	BB	146,000.00	
CLIN 0005	BC	72,000.00	
CLIN 0005	BD	85,000.00	
CLIN 0005	BE	100,000.00	
CLIN 0005	BF	100,000.00	
CLIN 0005	BG	1,975,321.00	
CLIN 0005	BH	38,018,908.00	
CLIN 0005	BL	0.00	
CLIN 0005	BZ	0.00	
			<u>65,025,107.00</u>
CLIN 0007AA	BP	10,199,288.50	
			<u>10,199,288.50</u>
CLIN 0009AA	AQ	45,106.00	
CLIN 0009AA	AV	0.00	
CLIN 0009AA	BK	256,545.00	
CLIN 0009AA	BM	125,000.00	
CLIN 0009AA	BN	21,315.00	
			<u>447,966.00</u>
CLIN 0009AB	AJ	200,000.00	
CLIN 0009AB	AK	85,000.00	
CLIN 0009AB	AL	45,000.00	
CLIN 0009AB	AQ	59,894.00	
CLIN 0009AB	AR	35,000.00	
CLIN 0009AB	BK	3,455.00	
CLIN 0009AB	BN	81,685.00	
CLIN 0009AB	BU	350,000.00	
CLIN 0009AB	BV	9,000.00	
			<u>869,034.00</u>
CLIN 0013	AU	7,970,000.00	
CLIN 0013	AX	3,396,000.00	
CLIN 0013	AY	0.00	
CLIN 0013	AZ	19,412,000.00	

002829

CLIN 0013	BJ	7,896,673.34	
			<u>38,674,673.34</u>
CLIN 0017	BW	0.00	
CLIN 0017	KM	0.00	
			<u>0.00</u>
CLIN 0017AA	BY	3,880,000.00	
CLIN 0017AA	BX	1,146,000.00	
CLIN 0017AA	BW	84,896,852.00	
CLIN 0017AA	BZ	0.00	
CLIN 0017AA	KM	192,793,000.00	
CLIN 0017AA	KN	0.00	
CLIN 0017AA	KQ	66,151.00	
CLIN 0017AA	KS	0.00	
CLIN 0017AA	KT	386,204,200.00	
CLIN 0017AA	KU	2,203,183.00	
CLIN 0017AA	KY	0.00	
CLIN 0017AA	LC	200,000.00	
CLIN 0017AA	LD	7,943,648.00	
CLIN 0017AA	LE	0.00	
CLIN 0017AA	LH	400,000.00	
CLIN 0017AA	LJ	7,476.00	
CLIN 0017AA	LK	281,575,897.00	
CLIN 0017AA	LQ	235,566.00	
CLIN 0017AA	LS	6,069,616.00	
CLIN 0017AA	LT	530,377.00	
CLIN 0017AA	LU	\$9,100,000.00	
CLIN 0017AA	LV	\$1,957,265.00	
CLIN 0017AA	LW	\$255,567.00	
CLIN 0017AA	LX	\$68,000.00	
CLIN 0017AA	LY	\$264,807,424.52	
CLIN 0017AA	MB	\$375,000.00	
CLIN 0017AA	MC	\$2,283,481.00	
CLIN 0017AA	MD	\$8,573.00	
CLIN 0017AA	ME	\$0.00	
CLIN 0017AA	MF	\$270,907,822.39	
CLIN 0017AA	MH	\$213,390.00	
CLIN 0017AA	MJ	\$858,495.00	
CLIN 0017AA	MK	\$56,076.00	
CLIN 0017AA	ML	\$116,044.00	
CLIN 0017AA	MM	\$1,618,600.00	
CLIN 0017AA	MN	\$2,573,000.00	
CLIN 0017AA	MP	\$250,000.00	
CLIN 0017AA	MQ	\$691,421.00	

002830

CLIN 0017AA	MR	\$0.00	
CLIN 0017AA	MS	\$700,000.00	
CLIN 0017AA	MT	\$16,289,524.00	
CLIN 0017AA	MV	\$39,921,199.75	
CLIN 0017AA	MW	\$10,000,000.00	
CLIN 0017AA	MX	\$144,914,794.86	
CLIN 0017AA	MY	\$18,327.00	
CLIN 0017AA	MZ	\$50,235,332.48	
			<u>1,786,371,303.00</u>
CLIN 0017AB	KL	118,250.00	
			<u>118,250.00</u>
CLIN 0017AC	BZ	190,000.00	
			<u>190,000.00</u>
CLIN 0017AD	KN	0.00	
CLIN 0017AD	KS	0.00	
			<u>0.00</u>
CLIN 0017AE	LL	173,798.00	
			<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>

002831

CLIN 0022	KW	0.00	<u>0.00</u>
CLIN 0023	KX	60,000.00	
CLIN 0023	KY	25,000.00	
CLIN 0023	KV	65,000.00	
CLIN 0023	LB	12,500.00	
CLIN 0023	LF	10,000.00	
CLIN 0023	LR	\$125,000.00	<u>297,500.00</u>
CLIN 0024	LA	13,508.00	
CLIN 0024	LG	62,000.00	
CLIN 0024	KZ	25,000.00	
CLIN 0024	KW	20,000.00	
CLIN 0024	LP	83,200.00	<u>203,708.00</u>
CLIN 0025	LE	1,173,850.00	
CLIN 0025	LM	1,080,404.00	
CLIN 0025	MA	0.00	<u>2,254,254.00</u>
CLIN 0026	LN	630,061.00	<u>630,061.00</u>
CLIN 0027	LZ	1,751,384.00	<u>1,751,384.00</u>
CLIN 0028	LM	329,972.00	
CLIN 0028	MA	2,982,442.00	
CLIN 0028	MG	6,262,095.00	
CLIN 0028	MU	\$6,296,414.00	<u>15,870,923.00</u>
CLIN 003001*	MX	\$52,974,283.00	
CLIN003002*	MX	\$719,132.00	
CLIN 000303*	MX	\$5,747.00	
CLIN 000304*	MX	\$16,000,000.00	
CLIN 000305*	MX	\$16,000,000.00	
CLIN 003006*	MX	\$38,000,000.00	
CLIN 003007*	MX	\$1,096,196.00	
CLIN 003008*	MX	\$14,000,000.00	
CLIN 003009*	MZ	\$21,000,000.00	
CLIN 003010*	MZ	\$20,250,863.19	

002832

CLIN 003011*	MX	\$ 3,851,327.34	_____
CLIN 003012	MZ	\$8,984,469.29	_____
CLIN 003013*	MX	\$2,268,109.52	_____
			<u>195,150,127.34</u>

* CLIN 0030 has been established for the sole purpose of obligating GFEBS funding for performance of SubCLIN 0017AA. Informational SubCLINs under CLIN 0030 will be established each time additional GFEBS funding is obligated. For purposes of this funding update, funding obligated under CLIN 0030 will also be reflected under SubCLIN 0017AA and should not be counted twice with regards to the total contract funding obligated.

(End of Summary of Changes)

002833

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE V	PAGE OF PAGES 1 10
2. AMENDMENT/MODIFICATION NO. PC00012	3. EFFECTIVE DATE 25 SEP 13	4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE	5. PROJECT NO. (If applicable)		
6. ISSUED BY USAMDC/ARSTRAT SMDC-RDC PO BOX 1800 HUNTSVILLE AL 35897-2801	CODE WB113M	7. ADMINISTERED BY (If other than Item 6) DCM RAYTHEON 2 WAYBIDE AVE BURLINGTON MA 01803-0801			
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) RAYTHEON COMPANY 380 LOWELL ST ANDOVER MA 01810-4400				9A. AMENDMENT OF SOLICITATION NO.	
				9B. DATED (SEE ITEM 11)	
				<input checked="" type="checkbox"/> 10A. MOD. OF CONTRACT/ORDER NO. DASG00-88-C-0001	
				<input checked="" type="checkbox"/> 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 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 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).					
<input checked="" type="checkbox"/> C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.232-22, "Limitation of Funds"					
D. OTHER (Specify type of modification and authority)					
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF action headings, including solicitation/contract subject matter where feasible.) Modification Control Number: [REDACTED] SEE PAGE 2.					
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as _____, are incorporated and in full force and effect.					
15A. NAME AND TITLE OF SIGNED [REDACTED]			16A. [REDACTED] CONTRACTING OFFICER (Type or print)		
15B. [REDACTED]			16B. [REDACTED]		
15C. DATE SIGNED 25 SEP 13			16C. DATE SIGNED 25 Sep 13		
			(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

002834

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(b)(6)

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

The following items are applicable to this modification:

SUMMARY OF CHANGES

The purpose of this modification is to:

- Decrease funding in the amount of 1,245,363.77 under SubCLIN 003012, ACRN MZ
- Increase funding in the amount of 1,245,363.77 under SubCLIN 003014, ACRN MX
- Add a delivery date to SubCLIN 0017AA

1. SECTION B – SUPPLIES OR SERVICES AND PRICES

SUBCLIN 003014 is added as follows:

<u>ITEM NO</u>	<u>SUPPLIES/SERVICES</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
003014	GFEBs Funding for CLIN 0017AA CPIF FOB: Destination PURCHASE REQUEST NUMBER: 0010159133-0006				
	ACRN MX CIN: GFEBs001015913300033				\$1,245,363.77

2. SECTION F – DELIVERIES OR PERFORMANCE

The following Delivery Date has been added to SUBCLIN 0017AA:

DELIVERY DATE

31-DEC-2013

3. SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

SUBCLIN 003012:

MZ: 02120132014204000001171722550030003242A.0009263.1.1 6100.9000021001 A5XFJ (CIN GFEBs001036972200001) was decreased by \$1,245,363.77 from \$8,984,469.29 to \$7,739,105.52

SUBCLIN 003014:

002835

Funding on SUBCLIN 003014 is initiated as follows:

ACRN: MX

CIN: GFEB001015913300033

Acctng Data: 02120122013204000001171722550030003242A.0000013.1.1 6100.9000021001

Increase: \$1,245,363.77

Total: \$1,245,363.77

Cost Code: A5XFJ

4. The following is an update to Modification P00271 showing a summary of funding by ACRN through Modification P00272:

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

002836

BH	38,018,908.00
BJ	7,896,673.34
BK	260,000.00
BL	0.00
BM	125,000.00
BN	103,000.00
BP	10,199,288.50
BU	350,000.00
BV	9,000.00
BW	84,896,852.00
BX	1,146,000.00
BY	3,880,000.00
BZ	190,000.00
KL	118,250.00
KM	192,793,000.00
KN	0.00
KQ	92,811.00
KR	0.00
KS	0.00
KT	386,377,998.00
KU	2,203,183.00
KV	65,000.00
KW	20,000.00
KX	60,000.00
KY	25,000.00
KZ	25,000.00
LA	13,508.00
LB	12,500.00
LC	200,000.00
LD	7,943,648.00
LE	1,173,850.00
LF	10,000.00
LG	62,000.00
LH	400,000.00
LJ	7,476.00
LK	\$281,575,897.00
LL	\$173,798.00
LM	\$1,410,376.00
LN	\$630,061.00
LP	\$83,200.00
LQ	\$235,566.00
LR	\$125,000.00
LS	\$6,069,616.00
LT	\$530,377.00
LU	\$9,100,000.00
LV	\$1,957,265.00
LW	\$255,567.00
LX	\$68,000.00
LY	\$264,807,424.52
LZ	\$1,751,384.00

002837

MA	\$2,982,442.00
MB	\$375,000.00
MC	\$2,283,481.00
MD	\$8,573.00
ME	\$0.00
MF	\$270,907,822.39
MG	\$6,262,095.00
MH	\$213,390.00
MJ	\$858,495.00
MK	\$56,076.00
ML	\$116,044.00
MM	\$,618,600.00
MN	\$2,573,000.00
MP	\$250,000.00
MQ	\$691,421.00
MR	\$0.00
MS	\$700,000.00
MT	\$16,289,524.00
MU	\$6,296,414.00
MV	\$39,921,199.75
MW	\$10,000,000.00
MX	\$146,160,158.63
MY	\$18,327.00
MZ	\$48,989,968.71

5. The following is an update to Modification P00271 showing a summary of funding by CLIN by ACRN through Modification P00272:

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

002838

CLIN 0005	BA	24,527,878.00	
CLIN 0005	BB	146,000.00	
CLIN 0005	BC	72,000.00	
CLIN 0005	BD	85,000.00	
CLIN 0005	BE	100,000.00	
CLIN 0005	BF	100,000.00	
CLIN 0005	BG	1,975,321.00	
CLIN 0005	BH	38,018,908.00	
CLIN 0005	BL	0.00	
CLIN 0005	BZ	0.00	
			<u>65,025,107.00</u>
CLIN 0007AA	BP	10,199,288.50	
			<u>10,199,288.50</u>
CLIN 0009AA	AQ	45,106.00	
CLIN 0009AA	AV	0.00	
CLIN 0009AA	BK	256,545.00	
CLIN 0009AA	BM	125,000.00	
CLIN 0009AA	BN	21,315.00	
			<u>447,966.00</u>
CLIN 0009AB	AJ	200,000.00	
CLIN 0009AB	AK	85,000.00	
CLIN 0009AB	AL	45,000.00	
CLIN 0009AB	AQ	59,894.00	
CLIN 0009AB	AR	35,000.00	
CLIN 0009AB	BK	3,455.00	
CLIN 0009AB	BN	81,685.00	
CLIN 0009AB	BU	350,000.00	
CLIN 0009AB	BV	9,000.00	
			<u>869,034.00</u>
CLIN 0013	AU	7,970,000.00	
CLIN 0013	AX	3,396,000.00	
CLIN 0013	AY	0.00	
CLIN 0013	AZ	19,412,000.00	
CLIN 0013	BJ	7,896,673.34	
			<u>38,674,673.34</u>
CLIN 0017	BW	0.00	
CLIN 0017	KM	0.00	
			<u>0.00</u>
CLIN 0017AA	BY	3,880,000.00	
CLIN 0017AA	BX	1,146,000.00	

002839

CLIN 0017AA	BW	84,896,852.00	
CLIN 0017AA	BZ	0.00	
CLIN 0017AA	KM	192,793,000.00	
CLIN 0017AA	KN	0.00	
CLIN 0017AA	KQ	66,151.00	
CLIN 0017AA	KS	0.00	
CLIN 0017AA	KT	386,204,200.00	
CLIN 0017AA	KU	2,203,183.00	
CLIN 0017AA	KY	0.00	
CLIN 0017AA	LC	200,000.00	
CLIN 0017AA	LD	7,943,648.00	
CLIN 0017AA	LE	0.00	
CLIN 0017AA	LH	400,000.00	
CLIN 0017AA	LJ	7,476.00	
CLIN 0017AA	LK	281,575,897.00	
CLIN 0017AA	LQ	235,566.00	
CLIN 0017AA	LS	6,069,616.00	
CLIN 0017AA	LT	530,377.00	
CLIN 0017AA	LU	\$9,100,000.00	
CLIN 0017AA	LV	\$1,957,265.00	=====
CLIN 0017AA	LW	\$255,567.00	=====
CLIN 0017AA	LX	\$68,000.00	=====
CLIN 0017AA	LY	\$264,807,424.52	=====
CLIN 0017AA	MB	\$375,000.00	=====
CLIN 0017AA	MC	\$2,283,481.00	=====
CLIN 0017AA	MD	\$8,573.00	=====
CLIN 0017AA	ME	\$0.00	=====
CLIN 0017AA	MF	\$270,907,822.39	=====
CLIN 0017AA	MH	\$213,390.00	=====
CLIN 0017AA	MJ	\$858,495.00	=====
CLIN 0017AA	MK	\$56,076.00	=====
CLIN 0017AA	ML	\$116,044.00	=====
CLIN 0017AA	MM	\$1,618,600.00	=====
CLIN 0017AA	MN	\$2,573,000.00	=====
CLIN 0017AA	MP	\$250,000.00	=====
CLIN 0017AA	MQ	\$691,421.00	=====
CLIN 0017AA	MR	\$0.00	=====
CLIN 0017AA	MS	\$700,000.00	=====
CLIN 0017AA	MT	\$16,289,524.00	=====
CLIN 0017AA	MV	\$39,921,199.75	=====
CLIN 0017AA	MW	\$10,000,000.00	=====
CLIN 0017AA	MX	\$146,160,158.63	=====
CLIN 0017AA	MY	\$18,327.00	=====

002840

CLIN 0017AA	MZ	\$48,989,968.71	<u>1,786,371,303.00</u>
CLIN 0017AB	KL	118,250.00	<u>118,250.00</u>
CLIN 0017AC	BZ	190,000.00	<u>190,000.00</u>
CLIN 0017AD	KN	0.00	
CLIN 0017AD	KS	0.00	<u>0.00</u>
CLIN 0017AE	LL	173,798.00	173,798.00
CLIN 0017AH	KT	173,798.00	<u>173,798.00</u>
CLIN 0020AA	KN	0.00	
CLIN 0020AA	KQ	26,660.00	<u>26,660.00</u>
CLIN 0021AA	KW	0.00	<u>0.00</u>
CLIN 0021AB	KV	0.00	
CLIN 0021AB	LB	0.00	
CLIN 0021AB	KX	0.00	
CLIN 0021AB	KY	0.00	<u>0.00</u>
CLIN 0021AC	KZ	0.00	
CLIN 0021AC	LA	0.00	<u>0.00</u>
CLIN 0022	KW	0.00	<u>0.00</u>
CLIN 0023	KX	60,000.00	
CLIN 0023	KY	25,000.00	
CLIN 0023	KV	65,000.00	
CLIN 0023	LB	12,500.00	
CLIN 0023	LF	10,000.00	

002841

CLIN 0023	LR	\$125,000.00	
			<u>297,500.00</u>
CLIN 0024	LA	13,508.00	
CLIN 0024	LG	62,000.00	
CLIN 0024	KZ	25,000.00	
CLIN 0024	KW	20,000.00	
CLIN 0024	LP	83,200.00	
			<u>203,708.00</u>
CLIN 0025	LE	1,173,850.00	
CLIN 0025	LM	1,080,404.00	
CLIN 0025	MA	0.00	
			<u>2,254,254.00</u>
CLIN 0026	LN	630,061.00	
			<u>630,061.00</u>
CLIN 0027	LZ	1,751,384.00	
			<u>1,751,384.00</u>
CLIN 0028	LM	329,972.00	
CLIN 0028	MA	2,982,442.00	
CLIN 0028	MG	6,262,095.00	
CLIN 0028	MU	\$6,296,414.00	
			<u>15,870,923.00</u>
CLIN 003001*	MX	\$52,974,283.00	
CLIN003002*	MX	\$719,132.00	
CLIN 000303*	MX	\$5,747.00	
CLIN 000304*	MX	\$16,000,000.00	
CLIN 000305*	MX	\$16,000,000.00	
CLIN 003006*	MX	\$38,000,000.00	
CLIN 003007*	MX	\$1,096,196.00	
CLIN 003008*	MX	\$14,000,000.00	
CLIN 003009*	MZ	\$21,000,000.00	
CLIN 003010*	MZ	\$20,250,863.19	
CLIN 003011*	MX	\$ 3,851,327.34	
CLIN 003012	MZ	\$7,739,105.52	
CLIN 003013*	MX	\$2,268,109.52	
CLIN 003014*	MX	\$1,245,363.77	
			<u>195,150,127.34</u>

* CLIN 0030 has been established for the sole purpose of obligating GFEBS funding for performance of SubCLIN 0017AA. Informational SubCLINs under CLIN 0030

002842

will be established each time additional GFEBS funding is obligated. For purposes of this funding update, funding obligated under CLIN 0030 will also be reflected under SubCLIN 0017AA and should not be counted twice with regards to the total contract funding obligated.

(End of Summary of Changes)

002843

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE V	PAGE OF PAGES 1 18
2. AMENDMENT/MODIFICATION NO. 000213		3. EFFECTIVE DATE 30 SEP 13	
4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE		5. PROJECT NO. (If applicable)	
6. ISSUED BY UBASMOG/ARSTRAT SMDC-RDC PO BOX 1800 HUNTSVILLE AL 35807-3801		7. ADMINISTERED BY (If other than Item 6) DCM RAYTHEON 2 WAYSIDE AVE BURLINGTON MA 01803-0801	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) RAYTHEON COMPANY 380 LOWELL ST ANDOVER MA 01810-4400		9A. AMENDMENT OF SOLICITATION NO.	
		9B. DATED (SEE ITEM 11)	
		X 10A. MOD. OF CONTRACT/ORDER NO. DASG80-98-C-0001	
		X 10B. DATED (SEE ITEM 13) 30-Jan-1998	
CODE 05718		FACILITY CODE	
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS			
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.			
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule			
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.			
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.			
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).			
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.232-22, "Limitation of Funds"			
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: XXXXXXXXXX (b)(6) (b)(7)(C) SEE PAGE 2.			
<small>Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.</small>			
15A. NAME AND TITLE OF SIGNER XXXXXXXXXX		15B. NAME AND TITLE OF SIGNER XXXXXXXXXX (b)(6) (b)(7)(C)	
15C. DATE SIGNED 30 SEP 13		15D. DATE SIGNED 30 SEP 13 (b)(6) (b)(7)(C)	
XXXXXXXXXX		XXXXXXXXXX (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

002844

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

The following items are applicable to this modification:

SUMMARY OF CHANGES

1. SF 30 - BLOCK 14 CONTINUATION PAGE

The following have been added by full text:

PURPOSE

Based on the clarifications addressed in Change Order Modification P00269 and the associated three (3) month period of performance extension to 31 December 2013, the contractor has submitted a \$14.3M cost impact. The cost impact amount is subject to downward negotiation only following the contractor's submission of data to support their figure and agreement between the parties regarding a final settlement. Also, should final settlement necessitate additional terms and conditions and/or changes to contract language to address contractor assumptions, such changes will be made in a subsequent modification to be issued within forty-five (45) days of this modification. The increase below to target cost, estimated cost, and incremental funding reflects funding availability for this effort:

- The total target contract value is increased in the amount of [REDACTED] (b)(4)
- The total estimated contract value is increased in the amount of \$12,100,000
- Incremental funding for SUBCLIN 0017AA is increased in the amount of \$12,100,000

2. SECTION A - SOLICITATION/CONTRACT FORM

The total cost of this contract was increased by \$12,100,000 from \$2,024,319,750.00 to \$2,036,419,750.

3. SECTION B - SUPPLIES OR SERVICES AND PRICES

SUBCLIN 0017AA:

The target cost has increased by [REDACTED] from [REDACTED] to [REDACTED] (b)(4) (b)(4)

The target fee has increased by [REDACTED] from [REDACTED] to \$1 [REDACTED] (b)(4) (b)(4)

The total target cost plus fee of this line item has increased by [REDACTED] from [REDACTED] to (b)(4) (b)(4)
\$1,666,517,965.00.

This includes an increase in target cost of [REDACTED] consisting of a [REDACTED] increase in cost and [REDACTED] (b)(4) (b)(4)
increase in facilities capital cost of money, and an increase in target fee of [REDACTED] (b)(4)

The target cost and target fee set forth above and in the table below reflects the negotiated Section B values prior to any adjustments made resulting from estimated cost overruns and share ratio impacts to the fee. Any differences between the Estimated Cost values provided below and the Target Cost values provided above are as a result of estimated cost overruns. Any differences between the Estimated Fee values provided below and the Target Fee values provided above are a result of reductions based on current share ratio impacts to the Target Fee and do not include any allocation for yet to be earned incentives as set forth in Section H-19. As of the date of this modification, the estimated cost and estimated fee are as follows:

002845

The Estimated Cost is [REDACTED] consisting of [REDACTED] in cost and [REDACTED] in facilities capital cost of money. (b)(4)

The Estimated Fee is [REDACTED] (b)(4)

Total Estimated Cost plus Fee is [REDACTED] (b)(4)

Pursuant to FAR 16.405-1, the target cost and target fee will be finally determined and adjusted after contract performance.

CLIN 0030 :

The total cost of this line item has increased by [REDACTED] from [REDACTED] to [REDACTED] (b)(4) (b)(4)

SUBCLIN 003015 is added as follows:

<u>ITEM NO</u>	<u>SUPPLIES/SERVICES</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
003015	GFEBS Funding for SubCLIN 0017AA				
	CPIF				
	FOB: Destination				
	PURCHASE REQUEST NUMBER: 0010402429-0001				
	ACRN NA				\$12,100,000.00
	CIN: GFEBS001040242900001				

As stated in Modification P00251, CLIN 0030 has been established for the sole purpose of obligating GFEBS funding for performance of SubCLIN 0017AA. The value of CLIN 0030 equates to the amount of GFEBS funding obligated for performance of SubCLIN 0017AA and should not be considered additional contract value. Informational SubCLINs under CLIN 0030 will be established each time additional GFEBS funding is obligated. CLIN 0030 and its SubCLINs will not be segregated from SubCLIN 0017AA, identified, accounted for, analyzed, or reported separately from SubCLIN 0017, including EVMS. All scope remains under SubCLIN 0017AA with associated incentive events and flat zones.

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

In accordance with FAR 52.216-10, entitled "Incentive Fee", the total amount originally negotiated, adjusted in accordance with paragraph d. of this clause, for target cost and target fee for performance under SubCLIN 0017AA/CLIN 0018 are set forth below:

Target Cost [REDACTED] (b)(4)

Target Fee [REDACTED] (b)(4)

Incentive Arrangement: Maximum Fee: [REDACTED] (b)(4)

Minimum Fee: [REDACTED] (b)(4)

(Share Ratio: Government/Contractor)

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

002846

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

(b)(4)

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

(e) Fee Payable.

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

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

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

SUBCLIN 0017AA – (Two SDD JLENS Systems)

a.	Estimated cost:	\$ [REDACTED]
b.	Estimated fee:	\$ [REDACTED]
c.	Minimum incentive fee:	\$ [REDACTED]
d.	Maximum incentive fee:	[REDACTED]
e.	Total estimated cost and estimated fee:	\$1,798,671,303

(b)(4)

(b)(4)

(b)(4)

(b)(4)

4. SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by \$12,100,000 from \$2,018,005,908.36 to \$2,030,105,908.36.

SUBCLIN 003015:

Funding on SUBCLIN 003015 is initiated as follows:

ACRN: NA

CIN: GFEB001040242900001

Acctng Data: 0212013201420400000117172255 A.0009263.1.1 6100.9000021001

Increase: \$12,100,000.00

Total: \$12,100,000.00

Cost Code: A5XFJ

Target Cost, Target Fee, and total for the above increase of \$12,100,000 is distributed as follows and includes an increase in target cost of [REDACTED] (\$ [REDACTED] of cost and [REDACTED] of facilities capital cost of money) and an increase in target fee [REDACTED]

(b)(4)

002847

Target Cost	[REDACTED]
Target Fee	\$ [REDACTED]
Total	\$12,100,000

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

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

SUBCLIN 0017AA :

	PRIOR	MODIFICATION	CUMULATIVE TOTAL*	
(1) Amount Required for Full Funding, Including Fee:	[REDACTED] 03	\$ [REDACTED]	[REDACTED]	(b)(4)
(2) Amount Allotted Under the LOF Clause for Payment of Costs:	\$ [REDACTED]	[REDACTED]	\$ [REDACTED]	(b)(4)
(3) Amount Separately Obligated for Payment of Fee:	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]	(b)(4)
(4) Total Amount Allotted and Obligated:	\$1,786,371,303.00	\$12,100,000.00	\$1,798,471,303.00	
(5) Net Amount Required for Full Funding	\$ 200,000.00	\$ 0.00	\$ 200,000.00	

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

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

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

a. General.

SubCLIN 0017AA, System Development and Demonstration (SDD), is a cost-plus-incentive-fee (CPIF) Line Item with cost and schedule incentives as described below. Paragraph H-19(b) applies only to the Cost Incentive and Paragraph H-19(c) applies only to the Schedule Incentive. The target contract price amount of \$1,666,517,965 includes a target cost of [REDACTED] (which includes \$ [REDACTED] of cost and \$ [REDACTED] of facilities capital cost of money) and a target incentive fee of [REDACTED] which is [REDACTED] target cost less facilities capital cost of money.

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

b. Cost Incentive.

- (1) The target fee payable under SubCLIN 0017AA is [REDACTED] of the target cost less facilities capital cost of money [REDACTED], an amount equal to [REDACTED] (b)(4)
(b)(4)
- (2) The maximum fee payable under SubCLIN 0017AA is [REDACTED] of the target cost less facilities capital cost of money [REDACTED], an amount equal to [REDACTED] (b)(4)
(b)(4)
- (3) The minimum fee payable under SubCLIN 0017AA is [REDACTED] of the target cost less facilities capital cost of money [REDACTED], an amount equal to [REDACTED] (b)(4)
(b)(4)
- (4) Fee will be adjusted for actual cost that is less than or more than the target cost stated above using a share ratio of [REDACTED] Government / [REDACTED] Contractor for actual costs less than the target cost, and a ratio of [REDACTED] Government / [REDACTED] Contractor for actual costs greater than the target cost range applied according to Paragraph H-19(c)(1). (b)(4) (b)(4)
(b)(4)

002848

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

c. Schedule and Performance Incentive.

(1) A maximum [REDACTED] "flat zone" will be established at the target cost value of [REDACTED] with the conduct of milestones below. The "flat zone" over which the contractor will earn target fee is for eligible costs from [REDACTED] to [REDACTED] once the program milestones set forth below are conducted. (Note: As of the effective date of Modification P00272, only [REDACTED] of the maximum \$ [REDACTED] "flat zone" has been acknowledged as earned. The two flat spot incentive opportunities remaining have been projected to be earned at full value; however, if necessary, the estimated fee and total contract value will be adjusted should the remaining two flat spot incentives not be awarded at full value.)

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

(a) \$ [REDACTED] of the maximum benefit of the "flat zone", earned by the conduct of the SDD System Functional Review NLT 2nd Quarter, Fiscal Year 2007. (It is hereby acknowledged by the government that Raytheon completed the requirement for this flat zone and earned the "Flat Zone" schedule incentive of [REDACTED]. Final determination of incentive fee payment utilizing the "Flat Zone" amount will be made at the conclusion of the contract. Reference letter, dated 5 March 2007 from [REDACTED].

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

(b) [REDACTED] of the maximum benefit of the "flat zone", earned by the conduct of SDD Orbit Critical Design review NLT 2nd Quarter, Fiscal Year 2009. (It is hereby acknowledged by the government that Raytheon completed the requirement for this flat zone and earned the "Flat Zone" schedule incentive of [REDACTED]. Final determination of incentive fee payment utilizing the "Flat Zone" amount will be made at the conclusion of the contract. Reference letter, dated 12 January 2009, [REDACTED].

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

(c) [REDACTED] % of the maximum benefit of the "flat zone", earned by the conduct of the Developmental Test 1 (DT-1) in accordance with the criteria set forth in Section J attachment entitled Flat Zone Performance Criteria for JLENS SDD Contract, Section H-19(c), dated 08/10/12. (It is hereby acknowledged by the government that Raytheon completed the requirement for this flat zone and earned a "Flat Zone" schedule incentive of [REDACTED] or [REDACTED] of the available [REDACTED]. Final determination of incentive fee payment utilizing the "Flat Zone" amount will be made at the conclusion of the contract.)

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

(d) [REDACTED] % of the maximum benefit of the "flat zone", earned by the conduct of the Electromagnetic Environmental Effects (E3) Testing in accordance with the criteria set forth in Section J attachment entitled Flat Zone Performance Criteria for JLENS SDD Contract, Section H-19(c), dated 08/10/12. (It is hereby acknowledged by the government that Raytheon completed the requirement for this flat zone and earned a "Flat Zone" schedule incentive of [REDACTED] or [REDACTED] of the available [REDACTED]. Final determination of incentive fee payment utilizing the "Flat Zone" amount will be made at the conclusion of the contract.)

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

(e) [REDACTED] % of the maximum benefit of the "flat zone", earned by the conduct of the Integrated Fire Control Event in accordance with the criteria set forth in Section J attachment entitled Flat Zone Performance Criteria for JLENS SDD Contract, Section H-19(c), dated 08/10/12. (It is hereby acknowledged by the government that Raytheon completed the requirement for this flat zone and earned a "Flat Zone" schedule incentive of [REDACTED] or [REDACTED] of the available [REDACTED]. * Final determination of incentive fee payment utilizing the "Flat Zone" amount will be made at the conclusion of the contract.) *NOTE: The potential has been decreased from [REDACTED] to [REDACTED] due to movement of the [REDACTED] incentive for [REDACTED].

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

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

(f) [REDACTED], [REDACTED] the maximum benefit of the "flat zone", earned by the conduct of the Functional Configuration Audit (FCA) #1 in accordance with the criteria set forth in Section J attachment entitled Flat Zone Performance Criteria for JLENS SDD Contract, Section H-19(c), dated 08/10/12. *Note: The potential has been increased from [REDACTED] to [REDACTED] due to movement of the [REDACTED] incentive for [REDACTED].

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

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

002849

acknowledged by the government that Raytheon completed the requirement for this flat zone and earned a "Flat Zone" schedule incentive of [REDACTED] or [REDACTED] % of the available \$ [REDACTED]. Final determination of incentive fee payment utilizing the "Flat Zone" amount will be made at the conclusion of the contract.)

(b)(4)

(g) \$ [REDACTED] % of the maximum benefit of the "flat zone", earned by the conduct of Developmental Test 2 (DT-2) in accordance with the criteria set forth in Section J attachment entitled Flat Zone Performance Criteria for JLENS SDD Contract, Section H-19(c), dated 08/10/12. (It is hereby acknowledged by the government that Raytheon completed the requirement for this flat zone and earned a "Flat Zone" schedule incentive of \$ [REDACTED] or [REDACTED] % of the available \$ [REDACTED]. Final determination of incentive fee payment utilizing the "Flat Zone" amount will be made at the conclusion of the contract.)

(b)(4)

(h) [REDACTED] % of the maximum benefit of the "flat zone", earned by the conduct of the Early User Test (previously defined as Limited User Test) in accordance with the criteria set forth in Section J attachment entitled Flat Zone Performance Criteria for JLENS SDD Contract, Section H-19(c), dated 09/26/13.

(b)(4)

(b)(4)

(i) [REDACTED] % of the maximum benefit of the "flat zone", earned by the conduct of the Final Functional Configuration Audit (FCA) in accordance with the criteria set forth in Section J attachment entitled Flat Zone Performance Criteria for JLENS SDD Contract, Section H-19(c), dated 09/26/13.

(b)(4)

(2) For Earned Value and cost reporting purposes, the target cost value of \$ [REDACTED] will be used.

(b)(4)

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

The following has been revised:

TITLE	DATE	# OF PAGES
Contract Security Classification Specification (DD Form 254), Revision 13 (Added per Modification P00235)	14 Apr 11	13
JLENS Software Source Code Specifically Negotiated License, License Number JLENS-SWLA-01 (Added per Modification P00166)	04 Sep 08	8
<u>CLIN 0017:</u>		
JLENS System Development and Demonstration (SDD) Program Statement of Work (Revised by Incorporating CSDR Plans dated 20 Febr 2007 in Appendix C per Modification P00136)	30 Nov 06 - Revised 20 Feb 07	37
JLENS System Development and Demonstration (SDD) Program Statement of Work (Added per Modification P00187)	Revised 06 Apr 09	38
JLENS System Development and Demonstration (SDD) Program Statement of Work, Revision 2 (Added per Modification P00207)	Revised 09 Mar 10	36
JLENS System Development and Demonstration (SDD) Program Statement of Work, Revision 3 (Added per Modification P00239)	Revised 01 Sep 11	36
JLENS System Development and Demonstration	Revised 26 Sep 11	36

002850

(SDD) Program Statement of Work
(Added per Modification P00240)

(b) (3) (A)

	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	63 1
Contract Data Requirements List (DD Form 1423) Exhibit A, Data Item Nos. B001 and B014 (Added per Modification P00187)	Revised 07 May 09	2
Contract Data Requirements List (DD Form 1423) Exhibit A, Data Item Nos. B002 through B062 (less B014) (Added per Modification P00187)	Revised 20 Mar 09	60
Contract Data Requirements List (DD Form 1423) Exhibit A, Data Item Nos. B001 and B014 (Added per Modification P00239)	Revised 30 Aug 11	2
Contract Data Requirements List (DD Form 1423) Exhibit A, Data Item Nos. B004 (Added per Modification P00257)	Revised 31 Jul 12	1

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

24 October 07

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

GFE/GFP/GFS List for SDD	28 Nov 06	2
Replaced with Rev. B List	15 Oct 07	6
**Add items below	Revised 22 Oct 07	
For record-keeping purposes (Per Mod P00143)		
Replaced with Revision C List (Per Modification P00183)	09 Mar 09	12
Replaced with Revision D List (Per Modification P00207)	23 Feb 10	11

002851

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

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



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

Hereby added in Mod P00148 for tracking purposes:

Originated in Basic Contract:

Government Furnished Equipment - Spiral 1

20 Jun 03 1 List

(Spiral 1 Equipment Transferred to Government

25 Mar 07* 34 pages

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

(Revised 21 Nov 07)* 34 pages

[REDACTED]

Ship to address:



(b)(6)

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

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

JLENS Performance Specification, MIS-PRF-55628, Revision A (Added by reference per Modification P00168)	27 Jun 08	136
Annex A to the JLENS Performance Specification, MIS-PRF-55628, Revision A (Added by reference per Modification P00168)	27 Jun 08	10
JLENS SDD DD250 Plan (Added per Modification P00207)	11 Dec 09	5
Engineering Change Proposal (ECP) MI-N3893, Revision 2, CDRL B039-005b	15 Nov 10	15
Engineering Change Proposal (ECP) MI-N3894, CDRL B039-006	18 Aug 10	16
Engineering Change Proposal (ECP) MI-N3895, CDRL B039-007	28 Sep 10	50
Engineering Change Proposal (ECP) JL1359 (Added per Modification P00240)	20 Jun 11	7
Flat Zone Performance Criteria for JLENS SDD Contract, Section H-19(c)	01 Nov 11	4

002 852

(Added per Modification P00242)

Revised Flat Zone Performance Criteria for JLENS SDD Contract, Section H-19(c) (Added per Modification P00257)	10 Aug 12	7
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Revised Flat Zone Performance Criteria for JLENS SDD Contract, Section H-19(c) (Added per Modification P00273)	26 Sep 13	2
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Engineering Change Proposal (ECP) MI-P97774, CDRL B039-013 (Added per Modification P00269)	04 Jun 13	16
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Engineering Change Proposal (ECP) MI-N3898, CDRL B039-011 (Added per Modification P00269)	16 May 12	32
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Request for Deviation/Waiver – Electrostatic Discharge CDRL B059-013a (Added per Modification P00269)	21 Jun 13	16
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CLINs 0023 and 0024

JLENS Simulation Support SOW dated 28 January 2008 For JDEP, Nimble Fire and Simulation Support Tasks (Added per Mod P00160)	28 January 2008	2
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CLIN 0025

JLENS Integrated Fire Control Demonstration Program Statement of Work, Revision 5 (Added per Modification P00211)	14 Sep 09	3
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JLENS Integrated Fire Control Demonstration Program Program and Technical Clarification Description, incorporated herein by reference (Added per Modification P00211)	30 Mar 10	26
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Contract Data Requirements List (DD Form 1423) Exhibit B, Data Items Nos. B001 through B004, with Data Item Descriptions (Added per Modification P00165)	16 Oct 07	19
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Contract Data Requirements List (DD Form 1423), CLIN 0028, Exhibit B, Data Item Nos. B001 through B006 (Added per Modification P00211)	16 Jun 10	6
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CLIN 0027

JLENS System Integration Lab (SIL) Equipment List	Undated	6
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002853

(Added per Modification P00196)

Revision to System Integration Lab (SIL)
Equipment List
(Added per Modification P00217)

02 Aug 10

6

7. The following is an update to Modification P00272 showing a summary of funding by ACRN through Modification P00273:

<u>ACRN</u>	<u>FUNDING</u>
AA	\$440,100.00
AB	\$2,298,235.00
AC	\$17,832,987.00
AD	\$0.00
AE	\$7,500,000.00
AF	\$3,300,000.00
AG	\$17,192,400.00
AH	\$700,000.00
AJ	\$200,000.00
AK	\$85,000.00
AL	\$45,000.00
AM	\$17,045,000.00
AN	\$5,800.00
AP	\$20,779,000.00
AQ	\$105,000.00
AR	\$35,000.00
AS	\$0.00
AT	\$6,984,678.52
AU	\$7,970,000.00
AV	\$0.00
AW	\$100,000.00
AX	\$3,396,000.00
AY	\$550,000.00
AZ	\$19,412,000.00
BA	\$24,527,878.00
BB	\$146,000.00
BC	\$72,000.00
BD	\$85,000.00
BE	\$100,000.00
BF	\$100,000.00
BG	\$1,975,321.00
BH	\$38,018,908.00
BJ	\$7,896,673.34
BK	\$260,000.00
BL	\$0.00
BM	\$125,000.00
BN	\$103,000.00
BP	\$10,199,288.50
BU	\$350,000.00

002854

BV	\$9,000.00
BW	\$84,896,852.00
BX	\$1,146,000.00
BY	\$3,880,000.00
BZ	\$190,000.00
KL	\$118,250.00
KM	\$192,793,000.00
KN	\$0.00
KQ	\$92,811.00
KR	\$0.00
KS	\$0.00
KT	\$386,377,998.00
KU	\$2,203,183.00
KV	\$65,000.00
KW	\$20,000.00
KX	\$60,000.00
KY	\$25,000.00
KZ	\$25,000.00
LA	\$13,508.00
LB	\$12,500.00
LC	\$200,000.00
LD	\$7,943,648.00
LE	\$1,173,850.00
LF	\$10,000.00
LG	\$62,000.00
LH	\$400,000.00
LJ	\$7,476.00
LK	\$281,575,897.00
LL	\$173,798.00
LM	\$1,410,376.00
LN	\$630,061.00
LP	\$83,200.00
LQ	\$235,566.00
LR	\$125,000.00
LS	\$6,069,616.00
LT	\$530,377.00
LU	\$9,100,000.00
LV	\$1,957,265.00
LW	\$255,567.00
LX	\$68,000.00
LY	\$264,807,424.52
LZ	\$1,751,384.00
MA	\$2,982,442.00
MB	\$375,000.00
MC	\$2,283,481.00
MD	\$8,573.00
ME	\$0.00
MF	\$270,907,822.39
MG	\$6,262,095.00
MH	\$213,390.00

002855

MJ	\$858,495.00
MK	\$56,076.00
ML	\$116,044.00
MM	\$1,618,600.00
MN	\$2,573,000.00
MP	\$250,000.00
MQ	\$691,421.00
MR	\$0.00
MS	\$700,000.00
MT	\$16,289,524.00
MU	\$6,296,414.00
MV	\$39,921,199.75
MW	\$10,000,000.00
MX	\$146,160,158.63
MY	\$18,327.00
MZ	\$48,989,968.71
NA	\$12,100,000.00

8. The following is an update to Modification P00272 showing a summary of funding by CLIN by ACRN through Modification P00273:

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

002856

CLIN 0005	BG	1,975,321.00	
CLIN 0005	BH	38,018,908.00	
CLIN 0005	BL	0.00	
CLIN 0005	BZ	0.00	
			<u>65,025,107.00</u>
CLIN 0007AA	BP	10,199,288.50	
			<u>10,199,288.50</u>
CLIN 0009AA	AQ	45,106.00	
CLIN 0009AA	AV	0.00	
CLIN 0009AA	BK	256,545.00	
CLIN 0009AA	BM	125,000.00	
CLIN 0009AA	BN	21,315.00	
			<u>447,966.00</u>
CLIN 0009AB	AJ	200,000.00	
CLIN 0009AB	AK	85,000.00	
CLIN 0009AB	AL	45,000.00	
CLIN 0009AB	AQ	59,894.00	
CLIN 0009AB	AR	35,000.00	
CLIN 0009AB	BK	3,455.00	
CLIN 0009AB	BN	81,685.00	
CLIN 0009AB	BU	350,000.00	
CLIN 0009AB	BV	9,000.00	
			<u>869,034.00</u>
CLIN 0013	AU	7,970,000.00	
CLIN 0013	AX	3,396,000.00	
CLIN 0013	AY	0.00	
CLIN 0013	AZ	19,412,000.00	
CLIN 0013	BJ	7,896,673.34	
			<u>38,674,673.34</u>
CLIN 0017	BW	0.00	
CLIN 0017	KM	0.00	
			<u>0.00</u>
CLIN 0017AA	BY	3,880,000.00	
CLIN 0017AA	BX	1,146,000.00	
CLIN 0017AA	BW	84,896,852.00	
CLIN 0017AA	BZ	0.00	
CLIN 0017AA	KM	192,793,000.00	
CLIN 0017AA	KN	0.00	
CLIN 0017AA	KQ	66,151.00	
CLIN 0017AA	KS	0.00	
CLIN 0017AA	KT	386,204,200.00	

002857

CLIN 0017AA	KU	2,203,183.00	
CLIN 0017AA	KY	0.00	
CLIN 0017AA	LC	200,000.00	
CLIN 0017AA	LD	7,943,648.00	
CLIN 0017AA	LE	0.00	
CLIN 0017AA	LH	400,000.00	
CLIN 0017AA	LJ	7,476.00	
CLIN 0017AA	LK	281,575,897.00	
CLIN 0017AA	LQ	235,566.00	
CLIN 0017AA	LS	6,069,616.00	
CLIN 0017AA	LT	530,377.00	
CLIN 0017AA	LU	\$9,100,000.00	
CLIN 0017AA	LV	\$1,957,265.00	=====
CLIN 0017AA	LW	\$255,567.00	=====
CLIN 0017AA	LX	\$68,000.00	=====
CLIN 0017AA	LY	\$264,807,424.52	=====
CLIN 0017AA	MB	\$375,000.00	=====
CLIN 0017AA	MC	\$2,283,481.00	=====
CLIN 0017AA	MD	\$8,573.00	=====
CLIN 0017AA	ME	\$0.00	=====
CLIN 0017AA	MF	\$270,907,822.39	=====
CLIN 0017AA	MH	\$213,390.00	=====
CLIN 0017AA	MJ	\$858,495.00	=====
CLIN 0017AA	MK	\$56,076.00	=====
CLIN 0017AA	ML	\$116,044.00	=====
CLIN 0017AA	MM	\$1,618,600.00	=====
CLIN 0017AA	MN	\$2,573,000.00	=====
CLIN 0017AA	MP	\$250,000.00	=====
CLIN 0017AA	MQ	\$691,421.00	=====
CLIN 0017AA	MR	\$0.00	=====
CLIN 0017AA	MS	\$700,000.00	=====
CLIN 0017AA	MT	\$16,289,524.00	=====
CLIN 0017AA	MV	\$39,921,199.75	=====
CLIN 0017AA	MW	\$10,000,000.00	=====
CLIN 0017AA	MX	\$146,160,158.63	=====
CLIN 0017AA	MY	\$18,327.00	=====
CLIN 0017AA	MZ	\$48,989,968.71	=====
CLIN 0017AA	NA	\$12,100,000.00	=====
			<u>1,798,471,303.00</u>
			=====

CLIN 0017AB	KL	118,250.00
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002858

			<u>118,250.00</u>
CLIN 0017AC	BZ	190,000.00	
			<u>190,000.00</u>
CLIN 0017AD	KN	0.00	
CLIN 0017AD	KS	0.00	
			<u>0.00</u>
CLIN 0017AE	LL	173,798.00	
			173,798.00
CLIN 0017AH	KT	173,798.00	
			<u>173,798.00</u>
CLIN 0020AA	KN	0.00	
CLIN 0020AA	KQ	26,660.00	
			<u>26,660.00</u>
CLIN 0021AA	KW	0.00	
			<u>0.00</u>
CLIN 0021AB	KV	0.00	
CLIN 0021AB	LB	0.00	
CLIN 0021AB	KX	0.00	
CLIN 0021AB	KY	0.00	
			<u>0.00</u>
CLIN 0021AC	KZ	0.00	
CLIN 0021AC	LA	0.00	
			<u>0.00</u>
CLIN 0022	KW	0.00	
			<u>0.00</u>
CLIN 0023	KX	60,000.00	
CLIN 0023	KY	25,000.00	
CLIN 0023	KV	65,000.00	
CLIN 0023	LB	12,500.00	
CLIN 0023	LF	10,000.00	
CLIN 0023	LR	\$125,000.00	
			<u>297,500.00</u>
CLIN 0024	LA	13,508.00	
CLIN 0024	LG	62,000.00	
CLIN 0024	KZ	25,000.00	

002859

CLIN 0024	KW	20,000.00	
CLIN 0024	LP	83,200.00	
			<u>203,708.00</u>
CLIN 0025	LE	1,173,850.00	
CLIN 0025	LM	1,080,404.00	
CLIN 0025	MA	0.00	
			<u>2,254,254.00</u>
CLIN 0026	LN	630,061.00	
			<u>630,061.00</u>
CLIN 0027	LZ	1,751,384.00	
			<u>1,751,384.00</u>
CLIN 0028	LM	329,972.00	
CLIN 0028	MA	2,982,442.00	
CLIN 0028	MG	6,262,095.00	
CLIN 0028	MU	\$6,296,414.00	
			<u>15,870,923.00</u>
CLIN 003001*	MX	52,974,283.00	
CLIN003002*	MX	719,132.00	
CLIN 000303*	MX	5,747.00	
CLIN 000304*	MX	16,000,000.00	
CLIN 000305*	MX	16,000,000.00	
CLIN 003006*	MX	38,000,000.00	
CLIN 003007*	MX	1,096,196.00	
CLIN 003008*	MX	14,000,000.00	
CLIN 003009*	MZ	21,000,000.00	
CLIN 003010*	MZ	20,250,863.19	
CLIN 003011*	MX	3,851,327.34	
CLIN 003012*	MZ	7,739,105.52	
CLIN 003013*	MX	2,268,109.52	
CLIN 003014*	MX	1,245,363.77	
CLIN 003015*	NA	12,100,000.00	
			<u>207,250,127.34</u>

* CLIN 0030 has been established for the sole purpose of obligating GFEBS funding for performance of SubCLIN 0017AA. Informational SubCLINs under CLIN 0030 will be established each time additional GFEBS funding is obligated. For purposes of this funding update, funding obligated under CLIN 0030 will also be reflected under SubCLIN 0017AA and should not be counted twice with regards to the total contract funding obligated.

(End of Summary of Changes)

002860

002861

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE V		PAGE OF PAGES 1 10	
2. AMENDMENT/MODIFICATION NO P00274		3. EFFECTIVE DATE 17 DEC 13		4. REQUISITION/PURCHASE REQ NO SEE SCHEDULE		5. PROJECT NO. (If applicable)	
6. ISSUED BY USASMDG/ARSTRAT SMDC-RDC PO BOX 1500 HUNTSVILLE AL 35807-3801		CODE W9113M		7. ADMINISTERED BY (If other than item 6) DCM RAYTHEON 2 WAYSIDE AVE BURLINGTON MA 01803-0501		CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) RAYTHEON COMPANY 350 LOWELL ST ANDOVER MA 01810-4400				9A. AMENDMENT OF SOLICITATION NO.			
				9B. DATED (SEE ITEM 11)			
				X 10A. MOD. OF CONTRACT/ORDER NO. DASG60-98-C-0001			
				X 10B. DATED (SEE ITEM 13) 30-Jan-1998			
CODE 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).							
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.232-22, Limitation of Funds, and Section H, Incentive Fee							
D. OTHER (Specify type of modification and authority)							
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: [REDACTED] (b)(6) SEE PAGE 2.							
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print) [REDACTED]				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) (b)(6) [REDACTED]			
15B. [REDACTED] (Signature of person authorized to sign)				16B. [REDACTED] (Signature of Contracting Officer)			
15C. DATE SIGNED 12/17/13				16C. DATE SIGNED (b)(6) 17 Dec 13			

EXCEPTION TO SF 30
APPROVED BY OIRM 11-84

30-105-04

002862

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

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

The following items are applicable to this modification:

SUMMARY OF CHANGES

1. SF 30 - BLOCK 14 CONTINUATION PAGE

The following have been added by full text:

PURPOSE

1) To acknowledge that Raytheon has completed the requirement for the Early User Test (EUT) #2 flat zone and earned a flat zone incentive of [REDACTED] (The estimated fee and total contract value were increased in Modification P00273 based on the assumption that [REDACTED] or [REDACTED] of this flat zone incentive opportunity would be awarded; however, since only [REDACTED] or [REDACTED] % was actually awarded, the estimated fee and total contract value will be decreased to account for the difference.)

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

2) To correct Modification P00273 to reflect an earned flat zone incentive of [REDACTED] for the Electromagnetic Environmental Effects (E3) Testing

(b)(4)

3) To revise CLIN 0028 to realign funds in the amount of \$455,757.02 from cost to fee to account for an under run of the CLIN. No additional funds have been obligated.

2. SECTION A - SOLICITATION/CONTRACT FORM

The total cost of this contract was decreased by [REDACTED] from [REDACTED] to \$2,036,228,000.00.

(b)(4)

3. SECTION B - SUPPLIES OR SERVICES AND PRICES

SUBCLIN 0017AA:

The estimated fee has decreased by \$ [REDACTED] from \$ [REDACTED] to \$ [REDACTED]

(b)(4)

The total estimated cost plus fee of this line item has decreased by \$ [REDACTED] from \$ [REDACTED] to \$ [REDACTED]

(b)(4)

The target cost and target fee set forth below reflects the negotiated Section B values prior to any adjustments made resulting from estimated cost overruns and share ratio impacts to the fee. Any differences between the Estimated Cost values provided above and below and the Target Cost values provided below are as a result of estimated cost overruns. Any differences between the Estimated Fee values provided above and below and the Target Fee values provided below are a result of reductions based on current share ratio impacts to the estimated fee and do not include any allocation for yet to be earned incentives as set forth in Section H-19. As of the date of this modification, the estimated cost and estimated fee are as follows:

The Estimated Cost is [REDACTED] consisting of [REDACTED] in cost and [REDACTED] in facilities capital cost of money.

(b)(4)

The Estimated Fee is [REDACTED]

(b)(4)

Total Estimated Cost plus Fee is [REDACTED]

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

002863

Pursuant to FAR 16.405-1, the target cost and target fee will be finally determined and adjusted after contract performance.

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

In accordance with FAR 52.216-10, entitled "Incentive Fee", the total amount originally negotiated, adjusted in accordance with paragraph d. of this clause, for target cost and target fee for performance under SubCLIN 0017AA/CLIN 0018 are set forth below:

Target Cost

[REDACTED]

(b)(4)

Target Fee

\$ [REDACTED]

(b)(4)

Incentive Arrangement: Maximum Fee:

[REDACTED]

Minimum Fee:

[REDACTED]

(b)(4)

(b)(4)

(Share Ratio: Government/Contractor)

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

(b)(4)

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

(b)(4)

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

(e) Fee Payable.

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

(b)(4)

(b)(4)

(b)(4)

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>MODIFICATION</u>	<u>CUMULATIVE TOTAL*</u>	
(1) Amount Required for Full Funding,				
Including Fee:	\$ [REDACTED]	[REDACTED]	[REDACTED]	(b)(4)
(2) Amount Allotted Under the LOF Clause for Payment of Costs:	\$ [REDACTED]	\$ 0.00	\$ [REDACTED]	(b)(4)
(3) Amount Separately Obligated for Payment of Fee:	\$ [REDACTED]	\$ 0.00	\$ [REDACTED]	(b)(4)
(4) Total Amount Allotted and Obligated:	\$1,798,471,303.00	\$ 0.00	\$1,798,471,303.00	
(5) Net Amount Required for Full Funding	\$ 200,000.00	(\$ 191,750.00)	\$ 8,250.00	

002864

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

CLIN 0028 :

	<u>PRIOR</u>	<u>THIS MODIFICATION</u>	<u>CUMULATIVE TOTAL</u>	
Amount Required for Full Funding, Including				
(1) Fee:	[REDACTED]	\$ 0	[REDACTED]	(b)(4)
Amount Allotted Under the LOF Clause for				
(2) Payment of Costs:	[REDACTED]	[REDACTED]	\$ [REDACTED]	(b)(4)
Amount Separately Obligated for Payment of				
(3) Fee:	[REDACTED]	[REDACTED]	[REDACTED]	(b)(4)
(4) Total Amount Allotted and Obligated:	\$15,870,923	\$ 0	\$15,870,923	
(5) Net Amount Required for Full Funding	\$ 1,568,085	\$ 0	\$ 1,568,085	

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

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

a. General.

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

b. Cost Incentive.

- (1) The target fee payable under SubCLIN 0017AA is [REDACTED] of the target cost less facilities capital cost of money [REDACTED], an amount equal to [REDACTED] (b)(4) (b)(4)
- (2) The maximum fee payable under SubCLIN 0017AA is [REDACTED] of the target cost less facilities capital cost of money [REDACTED], an amount equal to [REDACTED] (b)(4) (b)(4) (b)(4)
- (3) The minimum fee payable under SubCLIN 0017AA is [REDACTED] of the target cost less facilities capital cost of money [REDACTED], an amount equal to [REDACTED] (b)(4) (b)(4) (b)(4)
- (4) Fee will be adjusted for actual cost that is less than or more than the target cost stated above using a share ratio of [REDACTED] Government / [REDACTED] Contractor for actual costs less than the target cost, and a ratio of [REDACTED] Government / [REDACTED] Contractor for actual costs greater than the target cost range applied according to Paragraph H-19(c)(1). (b)(4) (b)(4) (b)(4)
- (5) Nothing stated in this clause shall take precedence over the clause 52.216-10 - Incentive Fee contained in this contract.

002865

c. Schedule and Performance Incentive.

(1) A maximum [REDACTED] "flat zone" will be established at the target cost value of [REDACTED] with the conduct of milestones below. The "flat zone" over which the contractor will earn target fee is for eligible costs from [REDACTED] to [REDACTED] once the program milestones set forth below are conducted. (Note: As of the effective date of Modification P00272, only [REDACTED] of the maximum [REDACTED] "flat zone" has been acknowledged as earned. The two flat spot incentive opportunities remaining have been projected to be earned at full value; however, if necessary, the estimated fee and total contract value will be adjusted should the remaining two flat spot incentives not be awarded at full value.)

(b)(4)

(b)(4)

(b)(4)

(a) [REDACTED] of the maximum benefit of the "flat zone", earned by the conduct of the SDD System Functional Review NLT 2nd Quarter, Fiscal Year 2007. (It is hereby acknowledged by the government that Raytheon completed the requirement for this flat zone and earned the "Flat Zone" schedule incentive of [REDACTED]. Final determination of incentive fee payment utilizing the "Flat Zone" amount will be made at the conclusion of the contract. Reference letter, dated 5 March 2007 from [REDACTED].

(b)(4)

(b)(4)

(b)(4)

(b) [REDACTED] of the maximum benefit of the "flat zone", earned by the conduct of SDD Orbit Critical Design review NLT 2nd Quarter, Fiscal Year 2009. (It is hereby acknowledged by the government that Raytheon completed the requirement for this flat zone and earned the "Flat Zone" schedule incentive of [REDACTED]. Final determination of incentive fee payment utilizing the "Flat Zone" amount will be made at the conclusion of the contract. Reference letter, dated 12 January 2009, [REDACTED].

(b)(4)

(b)(4)

(b)(4)

(c) [REDACTED] of the maximum benefit of the "flat zone", earned by the conduct of the Developmental Test 1 (DT-1) in accordance with the criteria set forth in Section J attachment entitled Flat Zone Performance Criteria for JLENS SDD Contract, Section H-19(c), dated 08/10/12. (It is hereby acknowledged by the government that Raytheon completed the requirement for this flat zone and earned a "Flat Zone" schedule incentive of [REDACTED] or [REDACTED] of the available [REDACTED]. Final determination of incentive fee payment utilizing the "Flat Zone" amount will be made at the conclusion of the contract.)

(b)(4)

(b)(4)

(d) [REDACTED] of the maximum benefit of the "flat zone", earned by the conduct of the Electromagnetic Environmental Effects (E3) Testing in accordance with the criteria set forth in Section J attachment entitled Flat Zone Performance Criteria for JLENS SDD Contract, Section H-19(c), dated 08/10/12. (It is hereby acknowledged by the government that Raytheon completed the requirement for this flat zone and earned a "Flat Zone" schedule incentive of [REDACTED] or [REDACTED] of the available [REDACTED]. Final determination of incentive fee payment utilizing the "Flat Zone" amount will be made at the conclusion of the contract.)

(b)(4)

(b)(4)

(e) [REDACTED] of the maximum benefit of the "flat zone", earned by the conduct of the Integrated Fire Control Event in accordance with the criteria set forth in Section J attachment entitled Flat Zone Performance Criteria for JLENS SDD Contract, Section H-19(c), dated 08/10/12. (It is hereby acknowledged by the government that Raytheon completed the requirement for this flat zone and earned a "Flat Zone" schedule incentive of [REDACTED] or [REDACTED] of the available [REDACTED]. Final determination of incentive fee payment utilizing the "Flat Zone" amount will be made at the conclusion of the contract.) *NOTE: The potential has been decreased from [REDACTED] to \$[REDACTED] due to movement of the [REDACTED] incentive for [REDACTED].

(b)(4)

(b)(4)

(b)(4)

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

(f) [REDACTED] * [REDACTED] of the maximum benefit of the "flat zone", earned by the conduct of the Functional Configuration Audit (FCA) #1 in accordance with the criteria set forth in Section J attachment entitled Flat Zone Performance Criteria for JLENS SDD Contract, Section H-19(c), dated 08/10/12. *Note: The potential has been increased from \$[REDACTED] to [REDACTED] due to movement of the [REDACTED] incentive for [REDACTED].

(b)(4)

(b)(4)

(It is hereby acknowledged by the government that Raytheon completed the requirement for this flat zone and earned a "Flat Zone" schedule incentive of [REDACTED] or [REDACTED] of the available [REDACTED]. Final determination of incentive fee payment utilizing the "Flat Zone" amount will be made at the conclusion of the contract.)

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

(b)(4)

002866

(g) \$ [REDACTED] % of the maximum benefit of the "flat zone", earned by the conduct of Developmental Test 2 (DT-2) in accordance with the criteria set forth in Section J attachment entitled Flat Zone Performance Criteria for JLENS SDD Contract, Section H-19(c), dated 08/10/12. (It is hereby acknowledged by the government that Raytheon completed the requirement for this flat zone and earned a "Flat Zone" schedule incentive of [REDACTED] or [REDACTED] % of the available [REDACTED]. Final determination of incentive fee payment utilizing the "Flat Zone" amount will be made at the conclusion of the contract.)

(h) [REDACTED] % of the maximum benefit of the "flat zone", earned by the conduct of the Early User Test (previously defined as Limited User Test) in accordance with the criteria set forth in Section J attachment entitled Flat Zone Performance Criteria for JLENS SDD Contract, Section H-19(c), dated 12/11/13. **(It is hereby acknowledged by the government that Raytheon completed the requirement for this flat zone and earned a "Flat Zone" schedule incentive of [REDACTED] or [REDACTED] % of the available [REDACTED]. Final determination of incentive fee payment utilizing the "Flat Zone" amount will be made at the conclusion of the contract.)**

(i) \$ [REDACTED] % of the maximum benefit of the "flat zone", earned by the conduct of the Final Functional Configuration Audit (FCA) in accordance with the criteria set forth in Section J attachment entitled Flat Zone Performance Criteria for JLENS SDD Contract, Section H-19(c), dated 12/11/13.

(2) For Earned Value and cost reporting purposes, the target cost value of \$ [REDACTED] will be used.

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

The following has been revised:

<u>TITLE</u>	<u>DATE</u>	<u># OF PAGES</u>
Contract Security Classification Specification (DD Form 254), Revision 13 (Added per Modification P00235)	14 Apr 11	13
JLENS Software Source Code Specifically Negotiated License, License Number JLENS-SWLA-01 (Added per Modification P00166)	04 Sep 08	8
<u>CLIN 0017:</u>		
JLENS System Development and Demonstration (SDD) Program Statement of Work (Revised by Incorporating CSDR Plans dated 20 Febr 2007 in Appendix C per Modification P00136)	30 Nov 06 - Revised 20 Feb 07	37
JLENS System Development and Demonstration (SDD) Program Statement of Work (Added per Modification P00187)	Revised 06 Apr 09	38
JLENS System Development and Demonstration (SDD) Program Statement of Work, Revision 2 (Added per Modification P00207)	Revised 09 Mar 10	36
JLENS System Development and Demonstration (SDD) Program Statement of Work, Revision 3 (Added per Modification P00239)	Revised 01 Sep 11	36

002867

JLENS System Development and Demonstration
(SDD) Program Statement of Work
(Added per Modification P00240)

Revised 26 Sep 11 36

(b) (3) (A)

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 63

Revised 05 Apr 07

Revised 24 Oct 07

Revised 11 Jul 08 1

Contract Data Requirements List (DD Form 1423)
Exhibit A, Data Item Nos. B001 and B014
(Added per Modification P00187)

Revised 07 May 09 2

Contract Data Requirements List (DD Form 1423)
Exhibit A, Data Item Nos. B002 through B062 (less B014)
(Added per Modification P00187)

Revised 20 Mar 09 60

Contract Data Requirements List (DD Form 1423)
Exhibit A, Data Item Nos. B001 and B014
(Added per Modification P00239)

Revised 30 Aug 11 2

Contract Data Requirements List (DD Form 1423)
Exhibit A, Data Item Nos. B004
(Added per Modification P00257)

Revised 31 Jul 12 1

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

24 October 07

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

GFE/GFP/GFS List for SDD
Replaced with Rev. B List

28 Nov 06 2
15 Oct 07 6

**Add items below

Revised 22 Oct 07

For record-keeping purposes
(Per Mod P00143)

Replaced with Revision C List
(Per Modification P00183)

09 Mar 09 12

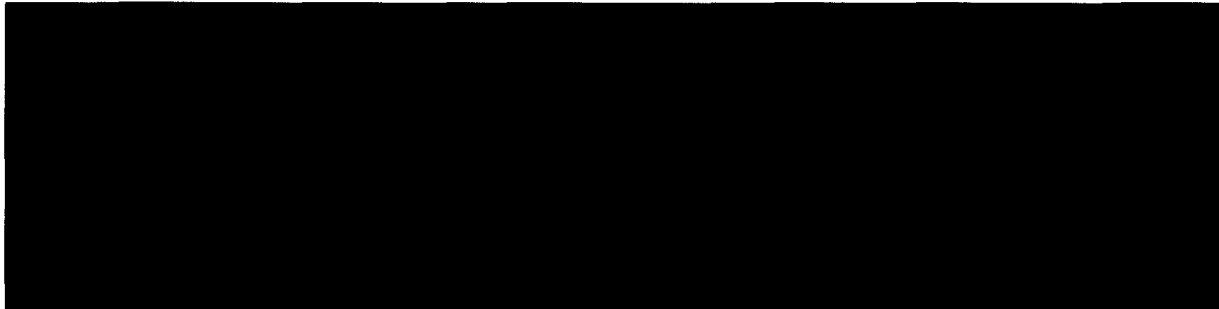
Replaced with Revision D List
(Per Modification P00207)

23 Feb 10 11

002868

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

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



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

Hereby added in Mod P00148 for tracking purposes:

Originated in Basic Contract:

Government Furnished Equipment - Spiral 1

20 Jun 03 1 List

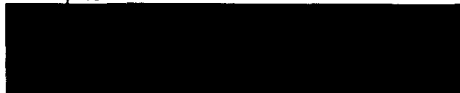
(Spiral 1 Equipment Transferred to Government

25 Mar 07* 34 pages

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

(Revised 21 Nov 07)* 34 pages

Ship to address:



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

(b)(3)(A)

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

JLENS Performance Specification, MIS-PRF-55628, Revision A (Added by reference per Modification P00168)	27 Jun 08	136
Annex A to the JLENS Performance Specification, MIS-PRF-55628, Revision A (Added by reference per Modification P00168)	27 Jun 08	10
JLENS SDD DD250 Plan (Added per Modification P00207)	11 Dec 09	5
Engineering Change Proposal (ECP) MI-N3893, Revision 2, CDRL B039-005b	15 Nov 10	15
Engineering Change Proposal (ECP) MI-N3894, CDRL B039-006	18 Aug 10	16
Engineering Change Proposal (ECP) MI-N3895, CDRL B039-007	28 Sep 10	50
Engineering Change Proposal (ECP) JL1359 (Added per Modification P00240)	20 Jun 11	7
Flat Zone Performance Criteria for JLENS SDD Contract, Section H-19(c)	01 Nov 11	4

002869

(Added per Modification P00242)

Revised Flat Zone Performance Criteria for JLENS SDD Contract, Section H-19(c) (Added per Modification P00257)	10 Aug 12	7
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Revised Flat Zone Performance Criteria for JLENS SDD Contract, Section H-19(c) (Added per Modification P00274)	11 Dec 13	2
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Engineering Change Proposal (ECP) MI-P97774, CDRL B039-013 (Added per Modification P00269)	04 Jun 13	16
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Engineering Change Proposal (ECP) MI-N3898, CDRL B039-011 (Added per Modification P00269)	16 May 12	32
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Request for Deviation/Waiver – Electrostatic Discharge CDRL B059-013a (Added per Modification P00269)	21 Jun 13	16
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CLINs 0023 and 0024

JLENS Simulation Support SOW dated 28 January 2008 [REDACTED] Simulation Support Tasks (Added per Mod P00160)	28 January 2008	2
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(b)(3)(A)(i)&Title
10 Sec 130 (a)(b)

CLIN 0025

JLENS Integrated Fire Control Demonstration Program Statement of Work, Revision 5 (Added per Modification P00211)	14 Sep 09	3
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JLENS Integrated Fire Control Demonstration Program Program and Technical Clarification Description, incorporated herein by reference (Added per Modification P00211)	30 Mar 10	26
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Contract Data Requirements List (DD Form 1423) Exhibit B, Data Items Nos. B001 through B004, with Data Item Descriptions (Added per Modification P00165)	16 Oct 07	19
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Contract Data Requirements List (DD Form 1423), CLIN 0028, Exhibit B, Data Item Nos. B001 through B006 (Added per Modification P00211)	16 Jun 10	6
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CLIN 0027

JLENS System Integration Lab (SIL) Equipment List	Undated	6
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002870

(Added per Modification P00196)

Revision to System Integration Lab (SIL)
Equipment List
(Added per Modification P00217)

02 Aug 10

6

(End of Summary of Changes)

002871

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1 CONTRACT ID CODE V	PAGE OF PAGES 1 / 6
2 AMENDMENT/MODIFICATION NO P00275	1 EFFECTIVE DATE 31 DEC 13	4 REQUISITION/PURCHASE REQ NO SEE SCHEDULE	5 PROJECT NO (If applicable)		
6 ISSUED BY USASMO/ARSTRAT SMDC-RDC PO BOX 1500 HUNTSVILLE AL 35897-3801	CODE W9113M	7 ADMINISTERED BY (If other than item 6) DCM RAYTHEON 2 WAYSIDE AVE BURLINGTON MA 01803-0801	CODE		
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) RAYTHEON COMPANY 350 LOWELL ST ANDOVER MA 01810-4400			9A. AMENDMENT OF SOLICITATION NO.		
			9B. DATED (SEE ITEM 11)		
			<input checked="" type="checkbox"/> 10A. MOD. OF CONTRACT/ORDER NO. DA S80-98-C-0001		
			<input checked="" type="checkbox"/> 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).					
<input checked="" type="checkbox"/> C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.243-2, Changes-Cost Reimbursement					
D. OTHER (Specify type of modification and authority)					
E. IMPORTANT: Contractor <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: XXXXXXXXXX SEE PAGE 2.					
(b)(6)					
(b)(6)					
(b)(6)					
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as herein before changed, remains unchanged and in full force and effect.					
15A. NAME AND TITLE OF SIGNER			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)		
XXXXXXXXXX			XXXXXXXXXX		
15C. DATE SIGNED 13 JAN 13			16C. DATE SIGNED 15 Jan 14		
(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

002872

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

The following items are applicable to this modification:

SUMMARY OF CHANGES

1. SF 30 - BLOCK 14 CONTINUATION PAGE

The following have been added by full text:

PURPOSE

The purpose of this modification is:

To annotate final settlement of \$12,100,000 for Change Order Modification P00269, the associated three (3) month period of performance extension to 31 December 2013, with scope as provided in the contractor's letter, dated 3 December 2013, which confirmed (1) descope of [REDACTED] as well as packing of Orbit 1 SuS and 2) support for revised [REDACTED] System Test, and [REDACTED] support to cover SuS flyable storage through 31 December 2013. Target and estimated cost and fee values previously increased in Modification P00273 are hereby increased/decreased to reflect the final settlement.

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

To acknowledge that major equipment items comprising the two (2) orbits to be delivered under this contract will be accepted via DD250 on 19 December 2013 and subsequently provided as Government Furnished Property (GFP) and maintained under Contract W31P4Q-10-C-0003, JLENS Engineering Services. Accordingly, the contractor is hereby authorized rent-free, non-interference use of the JLENS orbits from the date of the DD250 through contract completion on 31 December 2013.

2. SECTION B - SUPPLIES OR SERVICES AND PRICES

SUBCLIN 0017AA:

The target cost has decreased by [REDACTED] from [REDACTED] to \$1,529,959,574.00 (which includes [REDACTED] of cost and [REDACTED] of facilities capital cost of money).

(b)(4)

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

(b)(4)

The total target cost plus fee of this line item \$1,666,517,965.00.

The target cost and target fee set forth above reflects the negotiated Section B values prior to any adjustments made resulting from estimated cost overruns and share ratio impacts to the fee. Any differences between the Estimated Cost values provided below and the Target Cost values provided above are as a result of estimated cost overruns. Any differences between the Estimated Fee values provided below and the Target Fee values provided above are a result of reductions based on current share ratio impacts to the Target Fee and do not include any allocation for yet to be earned incentives as set forth in Section H-19. As of the date of this modification, the estimated cost and estimated fee are as follows:

The Estimated Cost is [REDACTED] consisting of \$ [REDACTED] in cost and [REDACTED] in facilities capital cost of money.

(b)(4)

The Estimated Fee is [REDACTED]

Total Estimated Cost plus Fee is [REDACTED]

(b)(4)

(b)(4)

002873

Pursuant to FAR 16.405-1, the target cost and target fee will be finally determined and adjusted after contract performance.

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

In accordance with FAR 52.216-10, entitled "Incentive Fee", the total amount originally negotiated, adjusted in accordance with paragraph d. of this clause, for target cost and target fee for performance under SubCLIN 0017AA/CLIN 0018 are set forth below:

Target Cost \$ [REDACTED]

(b)(4)

Target Fee \$ [REDACTED]

(b)(4)

Incentive Arrangement: Maximum Fee: [REDACTED]

Minimum Fee: [REDACTED]

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

(Share Ratio: Government/Contractor)

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

(b)(4)

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

(b)(4)

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

(e) Fee Payable.

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

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

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

SUBCLIN 0017AA – (Two SDD JLENS Systems)

- a. Estimated cost: [REDACTED]
- b. Estimated fee: [REDACTED]
- c. Minimum incentive fee: [REDACTED]
- d. Maximum incentive fee: [REDACTED]
- e. Total estimated cost and estimated fee: \$1,798,479,553

(b)(4)

(b)(4)

(b)(4)

(b)(4)

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

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

002874

a. General.

SubCLIN 0017AA, System Development and Demonstration (SDD), is a cost-plus-incentive-fee (CPIF) Line Item with cost and schedule incentives as described below. Paragraph H-19(b) applies only to the Cost Incentive and Paragraph H-19(c) applies only to the Schedule Incentive. The target contract price amount of \$1,666,517,965 includes a target cost [REDACTED] (which includes [REDACTED] of cost and \$ [REDACTED] of facilities capital cost of money) and a target incentive fee of [REDACTED] which is [REDACTED] of target cost less facilities capital cost of money.

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

b. Cost Incentive.

- (1) The target fee payable under SubCLIN 0017AA is [REDACTED] of the target cost less facilities capital cost of money [REDACTED], an amount equal to [REDACTED]
- (2) The maximum fee payable under SubCLIN 0017AA is [REDACTED] of the target cost less facilities capital cost of money [REDACTED], an amount equal to [REDACTED]
- (3) The minimum fee payable under SubCLIN 0017AA is [REDACTED] of the target cost less facilities capital cost of money [REDACTED], an amount equal to [REDACTED]
- (4) Fee will be adjusted for actual cost that is less than or more than the target cost stated above using a share ratio of [REDACTED] Government / [REDACTED] Contractor for actual costs less than the target cost, and a ratio of [REDACTED] Government / [REDACTED] Contractor for actual costs greater than the target cost range applied according to Paragraph H-19(c)(1).
- (5) Nothing stated in this clause shall take precedence over the clause 52.216-10 - Incentive Fee contained in this contract.

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

(b)(4)

(b)(4)

(b)(4)

c. Schedule and Performance Incentive.

- (1) A [REDACTED] "flat zone" will be established at the target cost value [REDACTED] with the conduct of milestones below. The "flat zone" over which the contractor will earn target fee is for eligible costs from [REDACTED] to [REDACTED] once the program milestones set forth below are conducted. (Note: As of the effective date of Modification P00274, only [REDACTED] of the maximum [REDACTED] "flat zone" has been acknowledged as earned. The two flat spot incentive opportunities remaining have been projected to be earned at full value; however, if necessary, the estimated fee and total contract value will be adjusted should the remaining two flat spot incentives not be awarded at full value.)

(b)(4)

(b)(4)

(b)(4)

(b)(4)

(b)(4)

- (a) [REDACTED] % of the maximum benefit of the "flat zone", earned by the conduct of the SDD System Functional Review NLT 2nd Quarter, Fiscal Year 2007. (It is hereby acknowledged by the government that Raytheon completed the requirement for this flat zone and earned the "Flat Zone" schedule incentive of \$ [REDACTED]. Final determination of incentive fee payment utilizing the "Flat Zone" amount will be made at the conclusion of the contract. Reference letter, dated 5 March 2007 from [REDACTED])

(b)(4)

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

- (b) [REDACTED] % of the maximum benefit of the "flat zone", earned by the conduct of SDD Orbit Critical Design review NLT 2nd Quarter, Fiscal Year 2009. (It is hereby acknowledged by the government that Raytheon completed the requirement for this flat zone and earned the "Flat Zone" schedule incentive of [REDACTED]. Final determination of incentive fee payment utilizing the "Flat Zone" amount will be made at the conclusion of the contract. Reference letter, dated 12 January 2009, from [REDACTED])

(b)(4)

(b)(4)

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

- (c) [REDACTED] % of the maximum benefit of the "flat zone", earned by the conduct of the Developmental Test I (DT-1) in accordance with the criteria set forth in Section J attachment entitled Flat Zone Performance Criteria for JLENS SDD Contract, Section H-19(c), dated 08/10/12. (It is hereby acknowledged by the government that Raytheon completed the requirement for this flat zone and earned a "Flat Zone" schedule incentive

(b)(4)

002875

of [REDACTED] or 8 [REDACTED] % of the available \$ [REDACTED] Final determination of incentive fee payment utilizing the "Flat Zone" amount will be made at the conclusion of the contract.)

(b)(4)

(d) [REDACTED] of the maximum benefit of the "flat zone", earned by the conduct of the [REDACTED] Testing in accordance with the criteria set forth in Section J attachment entitled Flat Zone Performance Criteria for JLENS SDD Contract, Section H-19(c), dated 08/10/12. (It is hereby acknowledged by the government that Raytheon completed the requirement for this flat zone and earned a "Flat Zone" schedule incentive of [REDACTED] or [REDACTED] % of the available [REDACTED] Final determination of incentive fee payment utilizing the "Flat Zone" amount will be made at the conclusion of the contract.)

(b)(4)

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

(b)(4)

(e) [REDACTED] of the maximum benefit of the "flat zone", earned by the conduct of the Integrated Fire Control Event in accordance with the criteria set forth in Section J attachment entitled Flat Zone Performance Criteria for JLENS SDD Contract, Section H-19(c), dated 08/10/12. (It is hereby acknowledged by the government that Raytheon completed the requirement for this flat zone and earned a "Flat Zone" schedule incentive of [REDACTED] or [REDACTED] % of the available [REDACTED] Final determination of incentive fee payment utilizing the "Flat Zone" amount will be made at the conclusion of the contract.) *NOTE: The potential has been decreased from [REDACTED] to [REDACTED] due to movement of the [REDACTED] incentive for [REDACTED]

(b)

(b)(4)

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

(f) [REDACTED] % of the maximum benefit of the "flat zone", earned by the conduct of the Functional Configuration Audit (FCA) #1 in accordance with the criteria set forth in Section J attachment entitled Flat Zone Performance Criteria for JLENS SDD Contract, Section H-19(c), dated 08/10/12. *Note: The potential has been increased from \$ [REDACTED] to [REDACTED] due to movement of the [REDACTED] incentive for [REDACTED]

(b)(4)

It is hereby acknowledged by the government that Raytheon completed the requirement for this flat zone and earned a "Flat Zone" schedule incentive of [REDACTED] or [REDACTED] % of the available \$ [REDACTED] Final determination of incentive fee payment utilizing the "Flat Zone" amount will be made at the conclusion of the contract.)

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

(b)(4)

(g) \$ [REDACTED] [REDACTED] % of the maximum benefit of the "flat zone", earned by the conduct of Developmental Test 2 (DT-2) in accordance with the criteria set forth in Section J attachment entitled Flat Zone Performance Criteria for JLENS SDD Contract, Section H-19(c), dated 08/10/12. (It is hereby acknowledged by the government that Raytheon completed the requirement for this flat zone and earned a "Flat Zone" schedule incentive of \$ [REDACTED] or [REDACTED] % of the available \$ [REDACTED] Final determination of incentive fee payment utilizing the "Flat Zone" amount will be made at the conclusion of the contract.)

130 (a)

(b)(4)

(h) [REDACTED] of the maximum benefit of the "flat zone", earned by the conduct of the Early User Test (previously defined as Limited User Test) in accordance with the criteria set forth in Section J attachment entitled Flat Zone Performance Criteria for JLENS SDD Contract, Section H-19(c), dated 12/11/13. (It is hereby acknowledged by the government that Raytheon completed the requirement for this flat zone and earned a "Flat Zone" schedule incentive of [REDACTED] or [REDACTED] % of the available [REDACTED] Final determination of incentive fee payment utilizing the "Flat Zone" amount will be made at the conclusion of the contract.)

(b)(4)

(b)(4)

(i) [REDACTED] % of the maximum benefit of the "flat zone", earned by the conduct of the Final Functional Configuration Audit (FCA) in accordance with the criteria set forth in Section J attachment entitled Flat Zone Performance Criteria for JLENS SDD Contract, Section H-19(c), dated 12/11/13.

(b)(4)

(2) For Earned Value and cost reporting purposes, the target cost value of [REDACTED] will be used.

(b)(4)

4. In consideration of the modification agreed to herein as complete equitable adjustment for Change Order Modification P00269, the associated three (3) month period of performance extension to 31 December 2013, and further de-scopes of [REDACTED] and displacement and packing of Orbit 1 SuS, as submitted via Raytheon letters JLENS SDD13-043, dated 18 September 2013, JLENS SDD13-045, dated 24 September 2013, JLENS SDD13-046, dated 30 September 2013, and JLENS SDD13-049, dated 03 December 2013, the contractor hereby

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

002876

releases the Government from any and all liability under this contract for further equitable adjustments attributable to such facts or circumstances giving rise to the request for adjustment.

(End of Summary of Changes)

002877

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE V	PAGE OF PAGES 1 7
2. AMENDMENT/MODIFICATION NO. P00276	3. EFFECTIVE DATE 24 FEB 14	4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE	5. PROJECT NO. (If applicable)		
6. ISSUED BY USASDOC/ARSTRAT SMDC-RDC PO BOX 1500 HUNTSVILLE AL 35807-3801	CODE W9113M	7. ADMINISTERED BY (If other than item 6) DCM RAYTHEON 2 WAYSIDE AVE BURLINGTON MA 01803-0901			
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) RAYTHEON COMPANY 350 LOWELL ST ANDOVER MA 01810-4400			9A. AMENDMENT OF SOLICITATION NO.		
			9B. DATED (SEE ITEM 11)		
			<input checked="" type="checkbox"/> 10A. MOD. OF CONTRACT/ORDER NO. DASG60-98-C-0001		
			<input checked="" type="checkbox"/> 10B. DATED (SEE ITEM 13) 30-Jan-1998		
CODE 05716			FACILITY CODE		
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).					
<input checked="" type="checkbox"/> C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Section H Incentive Fee Clause and FAR 52.232-22, Limitation of Funds					
D. OTHER (Specify type of modification and authority)					
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: [REDACTED] (b)(6) See Page 2.					
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.					
15A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN			16A. NAME AND TITLE OF CONTRACTING OFFICER		
[REDACTED]			[REDACTED]		
15B. DATE SIGNED			16B. DATE SIGNED		
2/24/14			24 Feb 14		
(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

002878

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

The following items are applicable to this modification:

SUMMARY OF CHANGES

1. SF 30 - BLOCK 14 CONTINUATION PAGE

The following have been added by full text:

PURPOSE

- 1) To acknowledge that Raytheon has completed the requirement for the Final Functional Configuration Audit (FCA) flat zone and earned a flat zone incentive of \$15,000,000.
- 2) To deobligate expiring funds in the amount of \$200.97 from SubCLIN 0017AH, ACRN KT.

2. SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was decreased by \$200.97 from \$2,030,105,908.36 to \$2,030,105,707.39.

SUBCLIN 0017AH:

KT: 21 8 2040 5L 5L68 P172419E555L 255Y 4M8J710600 S01021 4M8J710600/84MJLE/4M5 (CIN 00000000000000000000000000000000) was decreased by \$200.97 from \$173,798.00 to \$173,597.03

3. SECTION H - SPECIAL CONTRACT REQUIREMENTS is revised as follows:

Paragraph H-19, INCENTIVE FEE STRUCTURE AND PAYMENT FOR CLIN 0017, SYSTEM DEVELOPMENT AND DEMONSTRATION (SDD), subparagraph c., is revised as follows:

c. Schedule and Performance Incentive.

(1) A maximum [REDACTED] "flat zone" will be established at the target cost value of [REDACTED] with the conduct of milestones below. The "flat zone" over which the contractor will earn target fee is for eligible costs from [REDACTED] to [REDACTED] once the program milestones set forth below are conducted. (Note: As of the effective date of Modification P00276, [REDACTED] if the maximum \$102,500,000 "flat zone" has been acknowledged as earned.

(a) [REDACTED] of the maximum benefit of the "flat zone", earned by the conduct of the SDD System Functional Review NLT 2nd Quarter, Fiscal Year 2007. (It is hereby acknowledged by the government that Raytheon completed the requirement for this flat zone and earned the "Flat Zone" schedule incentive of [REDACTED] Final determination of incentive fee payment utilizing the "Flat Zone" amount will be made at the conclusion of the contract. Reference letter, dated 5 March 2007 from [REDACTED] (b) (6)

(b) (6)

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

(b)(4)

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

002879

(b) [REDACTED] of the maximum benefit of the "flat zone", earned by the conduct of SDD Orbit Critical Design review NLT 2nd Quarter, Fiscal Year 2009. (It is hereby acknowledged by the government that Raytheon completed the requirement for this flat zone and earned the "Flat Zone" schedule incentive of [REDACTED]. Final determination of incentive fee payment utilizing the "Flat Zone" amount will be made at the conclusion of the contract. Reference letter, dated 12 January 2009, from [REDACTED].

(c) [REDACTED] % of the maximum benefit of the "flat zone", earned by the conduct of the Developmental Test 1 (DT-1) in accordance with the criteria set forth in Section J attachment entitled Flat Zone Performance Criteria for JLENS SDD Contract, Section H-19(c), dated 08/10/12. (It is hereby acknowledged by the government that Raytheon completed the requirement for this flat zone and earned a "Flat Zone" schedule incentive of [REDACTED] or [REDACTED] % of the available [REDACTED]. Final determination of incentive fee payment utilizing the "Flat Zone" amount will be made at the conclusion of the contract.)

(d) [REDACTED] % of the maximum benefit of the "flat zone", earned by the conduct of the (b) (3) (A) [REDACTED] Testing in accordance with the criteria set forth in Section J attachment entitled Flat Zone Performance Criteria for JLENS SDD Contract, Section H-19(c), dated 08/10/12. (It is hereby acknowledged by the government that Raytheon completed the requirement for this flat zone and earned a "Flat Zone" schedule incentive of [REDACTED] or [REDACTED] % of the available [REDACTED]. Final determination of incentive fee payment utilizing the "Flat Zone" amount will be made at the conclusion of the contract.)

(e) [REDACTED] % of the maximum benefit of the "flat zone", earned by the conduct of the Integrated Fire Control Event in accordance with the criteria set forth in Section J attachment entitled Flat Zone Performance Criteria for JLENS SDD Contract, Section H-19(c), dated 08/10/12. (It is hereby acknowledged by the government that Raytheon completed the requirement for this flat zone and earned a "Flat Zone" schedule incentive of [REDACTED] or [REDACTED] % of the available [REDACTED]. * Final determination of incentive fee payment utilizing the "Flat Zone" amount will be made at the conclusion of the contract.) *NOTE: The potential has been decreased from [REDACTED] to [REDACTED] due to movement of the [REDACTED] incentive for (b) (3) (A) [REDACTED].

(f) [REDACTED] * [REDACTED] % of the maximum benefit of the "flat zone", earned by the conduct of the Functional Configuration Audit (FCA) #1 in accordance with the criteria set forth in Section J attachment entitled Flat Zone Performance Criteria for JLENS SDD Contract, Section H-19(c), dated 08/10/12. *Note: The potential has been increased from [REDACTED] to [REDACTED] due to movement of the [REDACTED] incentive for (b) (3) (A) [REDACTED].

(b) (3) (A) [REDACTED] it is hereby acknowledged by the government that Raytheon completed the requirement for this flat zone and earned a "Flat Zone" schedule incentive of [REDACTED] or [REDACTED] % of the available [REDACTED]. Final determination of incentive fee payment utilizing the "Flat Zone" amount will be made at the conclusion of the contract.)

(g) [REDACTED] % of the maximum benefit of the "flat zone", earned by the conduct of Developmental Test 2 (DT-2) in accordance with the criteria set forth in Section J attachment entitled Flat Zone Performance Criteria for JLENS SDD Contract, Section H-19(c), dated 08/10/12. (It is hereby acknowledged by the government that Raytheon completed the requirement for this flat zone and earned a "Flat Zone" schedule incentive of [REDACTED] or [REDACTED] % of the available [REDACTED]. Final determination of incentive fee payment utilizing the "Flat Zone" amount will be made at the conclusion of the contract.)

(h) [REDACTED] % of the maximum benefit of the "flat zone", earned by the conduct of the Early User Test (previously defined as Limited User Test) in accordance with the criteria set forth in Section J attachment entitled Flat Zone Performance Criteria for JLENS SDD Contract, Section H-19(c), dated 12/11/13. (It is hereby acknowledged by the government that Raytheon completed the requirement for this flat zone and earned a "Flat Zone" schedule incentive of [REDACTED] or [REDACTED] % of the available [REDACTED]. Final determination of incentive fee payment utilizing the "Flat Zone" amount will be made at the conclusion of the contract.)

(i) [REDACTED] % of the maximum benefit of the "flat zone", earned by the conduct of the Final Functional Configuration Audit (FCA) in accordance with the criteria set forth in Section J attachment entitled Flat

002880

Zone Performance Criteria for JLENS SDD Contract, Section H-19(c), dated 12/11/13. (It is hereby acknowledged by the government that Raytheon completed the requirement for this flat zone and earned a "Flat Zone" schedule incentive of [REDACTED] or [REDACTED] % of the available [REDACTED]. Final determination of incentive fee payment utilizing the "Flat Zone" amount will be made at the conclusion of the contract.) (b)(4)

(2) For Earned Value and cost reporting purposes, the target cost value of \$1,529,959,574 will be used.

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

The following has been revised:

<u>TITLE</u>	<u>DATE</u>	<u># OF PAGES</u>
Contract Security Classification Specification (DD Form 254), Revision 13 (Added per Modification P00235)	14 Apr 11	13
JLENS Software Source Code Specifically Negotiated License, License Number JLENS-SWLA-01 (Added per Modification P00166)	04 Sep 08	8
<u>CLIN 0017:</u>		
JLENS System Development and Demonstration (SDD) Program Statement of Work (Revised by Incorporating CSDR Plans dated 20 Febr 2007 in Appendix C per Modification P00136)	30 Nov 06 - Revised 20 Feb 07	37
JLENS System Development and Demonstration (SDD) Program Statement of Work (Added per Modification P00187)	Revised 06 Apr 09	38
JLENS System Development and Demonstration (SDD) Program Statement of Work, Revision 2 (Added per Modification P00207)	Revised 09 Mar 10	36
JLENS System Development and Demonstration (SDD) Program Statement of Work, Revision 3 (Added per Modification P00239)	Revised 01 Sep 11	36
JLENS System Development and Demonstration (SDD) Program Statement of Work (Added per Modification P00240)	Revised 26 Sep 11	36
[REDACTED]		
Contract Data Requirements List (DD Form 1423) Exhibit A with Distribution List & Data Item Nos. B001 through B062 (Replace Data Item Nos. B026 and B027, only Per Modification P00136)	01 Dec 06	63
(Replace Data Item Nos. B048 and B049, only)	Revised 05 Apr 07	
	Revised 24 Oct 07	

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

002881

Per Modification P00143 & to add statement in
Section A of Modification P00143)
(Replace Data Item No. B033 only, per
Modification P00161)

Revised 11 Jul 08 1

Contract Data Requirements List (DD Form 1423)
Exhibit A, Data Item Nos. B001 and B014
(Added per Modification P00187)

Revised 07 May 09 2

Contract Data Requirements List (DD Form 1423)
Exhibit A, Data Item Nos. B002 through B062 (less B014)
(Added per Modification P00187)

Revised 20 Mar 09 60

Contract Data Requirements List (DD Form 1423)
Exhibit A, Data Item Nos. B001 and B014
(Added per Modification P00239)

Revised 30 Aug 11 2

Contract Data Requirements List (DD Form 1423)
Exhibit A, Data Item Nos. B004
(Added per Modification P00257)

Revised 31 Jul 12 1

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

24 October 07

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

GFE/GFP/GFS List for SDD

28 Nov 06 2

Replaced with Rev. B List

15 Oct 07 6

**Add items below

Revised 22 Oct 07

For record-keeping purposes
(Per Mod P00143)

Replaced with Revision C List
(Per Modification P00183)

09 Mar 09 12

Replaced with Revision D List
(Per Modification P00207)

23 Feb 10 11

**Per the DCMA and (b) (4) 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)

(b) (3) (A)

(b) (3) (A)

002882

(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

Ship to address:

(b) (4)

(b)(6)

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

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

27 Jun 08

136

(Added by reference per Modification P00168)

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

27 Jun 08

10

(Added by reference per Modification P00168)

JLENS SDD DD250 Plan

11 Dec 09

5

(Added per Modification P00207)

Engineering Change Proposal (ECP) MI-N3893,
Revision 2, CDRL B039-005b

15 Nov 10

15

Engineering Change Proposal (ECP) MI-N3894,
CDRL B039-006

18 Aug 10

16

Engineering Change Proposal (ECP) MI-N3895,
CDRL B039-007

28 Sep 10

50

Engineering Change Proposal (ECP) JL1359
(Added per Modification P00240)

20 Jun 11

7

Flat Zone Performance Criteria for JLENS SDD
Contract, Section H-19(c)
(Added per Modification P00242)

01 Nov 11

4

Revised Flat Zone Performance Criteria for JLENS SDD
Contract, Section H-19(c)
(Added per Modification P00257)

10 Aug 12

7

**Revised Flat Zone Performance Criteria for JLENS SDD
Contract, Section H-19(c)
(Added per Modification P00276)**

05 Feb 14

2

Engineering Change Proposal (ECP) MI-P97774,
CDRL B039-013

04 Jun 13

16

002883

(Added per Modification P00269)

Engineering Change Proposal (ECP) MI-N3898, CDRL B039-011 (Added per Modification P00269)	16 May 12	32
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Request for Deviation/Waiver – Electrostatic Discharge CDRL B059-013a (Added per Modification P00269)	21 Jun 13	16
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CLINs 0023 and 0024

JLENS Simulation Support SOW dated 28 January 2008 [REDACTED] Simulation Support Tasks (Added per Mod P00160)	28 January 2008	2	(b)(3)(A)(i)&Title 10 Sec 130 (a)(b)
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CLIN 0025

JLENS Integrated Fire Control Demonstration Program Statement of Work, Revision 5 (Added per Modification P00211)	14 Sep 09	3
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JLENS Integrated Fire Control Demonstration Program Program and Technical Clarification Description, incorporated herein by reference (Added per Modification P00211)	30 Mar 10	26
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Contract Data Requirements List (DD Form 1423) Exhibit B, Data Items Nos. B001 through B004, with Data Item Descriptions (Added per Modification P00165)	16 Oct 07	19
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Contract Data Requirements List (DD Form 1423), CLIN 0028, Exhibit B, Data Item Nos. B001 through B006 (Added per Modification P00211)	16 Jun 10	6
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CLIN 0027

JLENS System Integration Lab (SIL) Equipment List (Added per Modification P00196)	Undated	6
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Revision to System Integration Lab (SIL) Equipment List (Added per Modification P00217)	02 Aug 10	6
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(End of Summary of Changes)

002884

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

The following items are applicable to this modification:

SUMMARY OF CHANGES

1. SF 30 - BLOCK 14 CONTINUATION PAGE

The following have been added by full text:

PURPOSE

The purpose of this modification is to increase the estimated contract value of SubCLIN 0017AA by \$5,384,750.00 due to a cost overrun and to provide incremental funding in the amount of \$5,384,750.00.

- The total estimated contract value is increased in the amount of \$5,384,750.00
- Incremental funding for SUBCLIN 0017AA is increased in the amount of \$5,384,750.00

2. SECTION A - SOLICITATION/CONTRACT FORM

The total cost of this contract was increased by \$5,384,750.00 from \$2,036,228,000.00 to \$2,041,612,750.00.

3. SECTION B - SUPPLIES OR SERVICES AND PRICES

SUBCLIN 0017AA:

The estimated cost has increased by [REDACTED] from [REDACTED] to [REDACTED]

The estimated fee has decreased by [REDACTED] from [REDACTED] to \$[REDACTED]

The total estimated cost plus fee of this line item has increased by \$5,384,750.00 from \$1,798,479,553.00 to \$1,803,864,303.00.

This includes an increase in estimated cost of [REDACTED] consisting of a [REDACTED] increase in cost and a [REDACTED] increase in facilities capital cost of money, and a decrease in estimated fee of [REDACTED]

The target cost and target fee set forth below reflects the negotiated Section B values prior to any adjustments made resulting from estimated cost overruns and share ratio impacts to the fee. Any differences between the Estimated Cost values provided above and the Target Cost values provided below are as a result of estimated cost overruns. Any differences between the Estimated Fee values provided above and the Target Fee values provided below are a result of reductions based on current share ratio impacts to the Target Fee and only reflect to date earned incentives as set forth in Section H-19. As of the date of this modification, the target cost and target fee are as follows:

The target cost is [REDACTED]

The target fee is [REDACTED]

Total target cost plus fee is \$1,666,517,965.00.

002886

(b)(4)

(b)(4)

(b)(4)

(b)(4)

(b)(4)

(b)(4)

Pursuant to FAR 16.405-1, the target cost and target fee will be finally determined and adjusted after contract performance.

CLIN 0030 :

The total cost of this line item has increased by [REDACTED] from [REDACTED] to \$212,634,877.34. (b)(4)

SUBCLIN 003016 is added as follows:

<u>ITEM NO</u>	<u>SUPPLIES/SERVICES</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
003016	GFEBS Funding for SubCLIN 0017AA CPIF FOB: Destination PURCHASE REQUEST NUMBER: 0010480915				
	ACRN NB CIN: GFEBS001048091500001				\$5,384,750

As stated in Modification P00251, CLIN 0030 has been established for the sole purpose of obligating GFEBS funding for performance of SubCLIN 0017AA. The value of CLIN 0030 equates to the amount of GFEBS funding obligated for performance of SubCLIN 0017AA and should not be considered additional contract value. Informational SubCLINs under CLIN 0030 will be established each time additional GFEBS funding is obligated. CLIN 0030 and its SubCLINs will not be segregated from SubCLIN 0017AA, identified, accounted for, analyzed, or reported separately from SubCLIN0017, including EVMS. All scope remains under SubCLIN 0017AA with associated incentive events and flat zones.

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

In accordance with FAR 52.216-10, entitled "Incentive Fee", the total amount originally negotiated, adjusted in accordance with paragraph d. of this clause, for target cost and target fee for performance under SubCLIN 0017AA/CLIN 0018 are set forth below:

Target Cost	[REDACTED]	(b)(4)	(b)(4)
Target Fee	[REDACTED]	(b)(4)	(b)(4)
Incentive Arrangement: Maximum Fee:	[REDACTED]		(b)(4)
Minimum Fee:	[REDACTED]		(b)(4)

(Share Ratio: Government/Contractor)

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

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

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

(e) Fee Payable.

(b)(4)

(1) The fee payable under this contract shall be the target fee increased by [REDACTED] that the total allowable cost is less than the target cost or decreased by [REDACTED] that the total allowable cost exceeds [REDACTED] (b)(4) (b)(4)

002887

the target cost. In no event shall the fee be greater than [REDACTED] or less than [REDACTED] of the estimated cost.

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

SUBCLIN 0017AA - (Two SDD JLENS Systems)

a.	Estimated cost:	[REDACTED]	(b)(4)
b.	Estimated fee:	[REDACTED]	(b)(4)
c.	Minimum incentive fee:	[REDACTED]	(b)(4)
d.	Maximum incentive fee:	[REDACTED]	(b)(4)
e.	Total estimated cost and estimated fee:	\$1,803,864,303	

4. SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by **\$5,384,750.00** from **\$2,030,105,908.36** to **\$2,035,490,658.36**.

SUBCLIN 003016:

Funding on SUBCLIN 003015 is initiated as follows:

ACRN: NB

CIN: GFEB001048091500001

Acctng Data: 02120142015204000001171722550030003242A.0016122.1.1 6100.9000021001

Increase: \$5,384,750.00

Total: \$5,384,750.00

Cost Code: ASXFJ

Estimated Cost, Estimated Fee, and total for the above increase of \$5,384,750.00 is distributed as follows and includes an increase in estimated cost of [REDACTED] of cost and [REDACTED] of facilities (b)(4) capital cost of money) and a decrease in estimated fee of [REDACTED] (b)(4)

Estimated Cost	[REDACTED]
Estimated Fee	[REDACTED]
Total	\$5,384,750.00

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

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

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

002888

SUBCLIN 0017AA :

	<u>PRIOR</u>	<u>MODIFICATION</u>	<u>CUMULATIVE TOTAL*</u>	
(1) Amount Required for Full Funding,				
Including Fee:	[REDACTED]	[REDACTED]	\$ 1,803,864,303.00	(b)(4)
(2) Amount Allotted Under the LOF Clause for Payment of Costs:	[REDACTED]	[REDACTED]	[REDACTED]	(b)(4)
(3) Amount Separately Obligated for Payment of Fee:	[REDACTED]	[REDACTED]	[REDACTED]	(b)(4)
(4) Total Amount Allotted and Obligated:	\$1,798,471,303.00	\$ 5,384,750.00	\$1,803,856,053.00	
(5) Net Amount Required for Full Funding	\$ 8,250.00	\$ 0.00	\$ 8,250.00	

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

5. The following is an update to Modification P00273 showing a summary of funding by ACRN through Modification P00277:

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

002889

BE	\$100,000.00
BF	\$100,000.00
BG	\$1,975,321.00
BH	\$38,018,908.00
BJ	\$7,896,673.34
BK	\$260,000.00
BL	\$0.00
BM	\$125,000.00
BN	\$103,000.00
BP	\$10,199,288.50
BU	\$350,000.00
BV	\$9,000.00
BW	\$84,896,852.00
BX	\$1,146,000.00
BY	\$3,880,000.00
BZ	\$190,000.00
KL	\$118,250.00
KM	\$192,793,000.00
KN	\$0.00
KQ	\$92,811.00
KR	\$0.00
KS	\$0.00
KT	\$386,377,998.00
KU	\$2,203,183.00
KV	\$65,000.00
KW	\$20,000.00
KX	\$60,000.00
KY	\$25,000.00
KZ	\$25,000.00
LA	\$13,508.00
LB	\$12,500.00
LC	\$200,000.00
LD	\$7,943,648.00
LE	\$1,173,850.00
LF	\$10,000.00
LG	\$62,000.00
LH	\$400,000.00
LJ	\$7,476.00
LK	\$281,575,897.00
LL	\$173,798.00
LM	\$1,410,376.00
LN	\$630,061.00
LP	\$83,200.00
LQ	\$235,566.00
LR	\$125,000.00
LS	\$6,069,616.00
LT	\$530,377.00
LU	\$9,100,000.00
LV	\$1,957,265.00
LW	\$255,567.00

002890

LX	\$68,000.00
LY	\$264,807,424.52
LZ	\$1,751,384.00
MA	\$2,982,442.00
MB	\$375,000.00
MC	\$2,283,481.00
MD	\$8,573.00
ME	\$0.00
MF	\$270,907,822.39
MG	\$6,262,095.00
MH	\$213,390.00
MJ	\$858,495.00
MK	\$56,076.00
ML	\$116,044.00
MM	\$1,618,600.00
MN	\$2,573,000.00
MP	\$250,000.00
MQ	\$691,421.00
MR	\$0.00
MS	\$700,000.00
MT	\$16,289,524.00
MU	\$6,296,414.00
MV	\$39,921,199.75
MW	\$10,000,000.00
MX	\$146,160,158.63
MY	\$18,327.00
MZ	\$48,989,968.71
NA	\$12,100,000.00
NB	\$5,384,750.00

6. The following is an update to Modification P00273 showing a summary of funding by CLIN by ACRN through Modification P00277:

<u>CLIN</u>	<u>ACRN</u>	<u>FUNDING AMT</u>	<u>CLIN TOTAL</u>
CLIN 0001	AA	440,100.00	
CLIN 0001	AD	0.00	
			<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	

002891

CLIN 0003	AS	0.00	
CLIN 0003	AT	6,984,678.52	
CLIN 0003	AW	100,000.00	
CLIN 0003	AY	550,000.00	
			<u>94,288,100.52</u>
CLIN 0005	BA	24,527,878.00	
CLIN 0005	BB	146,000.00	
CLIN 0005	BC	72,000.00	
CLIN 0005	BD	85,000.00	
CLIN 0005	BE	100,000.00	
CLIN 0005	BF	100,000.00	
CLIN 0005	BG	1,975,321.00	
CLIN 0005	BH	38,018,908.00	
CLIN 0005	BL	0.00	
CLIN 0005	BZ	0.00	
			<u>65,025,107.00</u>
CLIN 0007AA	BP	10,199,288.50	
			<u>10,199,288.50</u>
CLIN 0009AA	AQ	45,106.00	
CLIN 0009AA	AV	0.00	
CLIN 0009AA	BK	256,545.00	
CLIN 0009AA	BM	125,000.00	
CLIN 0009AA	BN	21,315.00	
			<u>447,966.00</u>
CLIN 0009AB	AJ	200,000.00	
CLIN 0009AB	AK	85,000.00	
CLIN 0009AB	AL	45,000.00	
CLIN 0009AB	AQ	59,894.00	
CLIN 0009AB	AR	35,000.00	
CLIN 0009AB	BK	3,455.00	
CLIN 0009AB	BN	81,685.00	
CLIN 0009AB	BU	350,000.00	
CLIN 0009AB	BV	9,000.00	
			<u>869,034.00</u>
CLIN 0013	AU	7,970,000.00	
CLIN 0013	AX	3,396,000.00	
CLIN 0013	AY	0.00	
CLIN 0013	AZ	19,412,000.00	
CLIN 0013	BJ	7,896,673.34	
			<u>38,674,673.34</u>
CLIN 0017	BW	0.00	

002892

CLIN 0017	KM	0.00	<u>0.00</u>
CLIN 0017AA	BY	3,880,000.00	
CLIN 0017AA	BX	1,146,000.00	
CLIN 0017AA	BW	84,896,852.00	
CLIN 0017AA	BZ	0.00	
CLIN 0017AA	KM	192,793,000.00	
CLIN 0017AA	KN	0.00	
CLIN 0017AA	KQ	66,151.00	
CLIN 0017AA	KS	0.00	
CLIN 0017AA	KT	386,204,200.00	
CLIN 0017AA	KU	2,203,183.00	
CLIN 0017AA	KY	0.00	
CLIN 0017AA	LC	200,000.00	
CLIN 0017AA	LD	7,943,648.00	
CLIN 0017AA	LE	0.00	
CLIN 0017AA	LH	400,000.00	
CLIN 0017AA	IJ	7,476.00	
CLIN 0017AA	LK	281,575,897.00	
CLIN 0017AA	LQ	235,566.00	
CLIN 0017AA	LS	6,069,616.00	
CLIN 0017AA	LT	530,377.00	
CLIN 0017AA	LU	\$9,100,000.00	
CLIN 0017AA	LV	\$1,957,265.00	
CLIN 0017AA	LW	\$255,567.00	
CLIN 0017AA	LX	\$68,000.00	
CLIN 0017AA	LY	\$264,807,424.52	
CLIN 0017AA	MB	\$375,000.00	
CLIN 0017AA	MC	\$2,283,481.00	
CLIN 0017AA	MD	\$8,573.00	
CLIN 0017AA	ME	\$0.00	
CLIN 0017AA	MF	\$270,907,822.39	
CLIN 0017AA	MH	\$213,390.00	
CLIN 0017AA	MJ	\$858,495.00	
CLIN 0017AA	MK	\$56,076.00	
CLIN 0017AA	ML	\$116,044.00	
CLIN 0017AA	MM	\$1,618,600.00	
CLIN 0017AA	MN	\$2,573,000.00	
CLIN 0017AA	MP	\$250,000.00	
CLIN 0017AA	MQ	\$691,421.00	
CLIN 0017AA	MR	\$0.00	
CLIN 0017AA	MS	\$700,000.00	
CLIN 0017AA	MT	\$16,289,524.00	

002893

CLIN 0017AA	MV	\$39,921,199.75	
CLIN 0017AA	MW	\$10,000,000.00	
CLIN 0017AA	MX	\$146,160,158.63	
CLIN 0017AA	MY	\$18,327.00	
CLIN 0017AA	MZ	\$48,989,968.71	
CLIN 0017AA	NA	\$12,100,000.00	
CLIN 0017AA	NB	\$5,384,750.00	
			1,803,856,053.00
CLIN 0017AB	KL	118,250.00	
			118,250.00
CLIN 0017AC	BZ	190,000.00	
			190,000.00
CLIN 0017AD	KN	0.00	
CLIN 0017AD	KS	0.00	
			0.00
CLIN 0017AE	LL	173,798.00	
			173,798.00
CLIN 0017AH	KT	173,798.00	
			173,798.00
CLIN 0020AA	KN	0.00	
CLIN 0020AA	KQ	26,660.00	
			26,660.00
CLIN 0021AA	KW	0.00	
			0.00
CLIN 0021AB	KV	0.00	
CLIN 0021AB	LB	0.00	
CLIN 0021AB	KX	0.00	
CLIN 0021AB	KY	0.00	
			0.00
CLIN 0021AC	KZ	0.00	
CLIN 0021AC	LA	0.00	
			0.00
CLIN 0022	KW	0.00	

002894

			<u>0.00</u>
CLIN 0023	KX	60,000.00	
CLIN 0023	KY	25,000.00	
CLIN 0023	KV	65,000.00	
CLIN 0023	LB	12,500.00	
CLIN 0023	LF	10,000.00	
CLIN 0023	LR	\$125,000.00	
			<u>297,500.00</u>
CLIN 0024	LA	13,508.00	
CLIN 0024	LG	62,000.00	
CLIN 0024	KZ	25,000.00	
CLIN 0024	KW	20,000.00	
CLIN 0024	LP	83,200.00	
			<u>203,708.00</u>
CLIN 0025	LE	1,173,850.00	
CLIN 0025	LM	1,080,404.00	
CLIN 0025	MA	0.00	
			<u>2,254,254.00</u>
CLIN 0026	LN	630,061.00	
			<u>630,061.00</u>
CLIN 0027	LZ	1,751,384.00	
			<u>1,751,384.00</u>
CLIN 0028	LM	329,972.00	
CLIN 0028	MA	2,982,442.00	
CLIN 0028	MG	6,262,095.00	
CLIN 0028	MU	\$6,296,414.00	
			<u>15,870,923.00</u>
CLIN 003001*	MX	52,974,283.00	
CLIN003002*	MX	719,132.00	
CLIN 000303*	MX	5,747.00	
CLIN 000304*	MX	16,000,000.00	
CLIN 000305*	MX	16,000,000.00	
CLIN 003006*	MX	38,000,000.00	
CLIN 003007*	MX	1,096,196.00	
CLIN 003008*	MX	14,000,000.00	
CLIN 003009*	MZ	21,000,000.00	
CLIN 003010*	MZ	20,250,863.19	
CLIN 003011*	MX	3,851,327.34	

002895

CLIN 003012*	MZ	7,739,105.52	_____
CLIN 003013*	MX	2,268,109.52	_____
CLIN 003014*	MX	1,245,363.77	_____
CLIN 003015*	NA	12,100,000.00	_____
CLIN 003016*	NB	5,384,750.00	_____
			<u>212,634,877.34</u>

* CLIN 0030 has been established for the sole purpose of obligating GFEBS funding for performance of SubCLIN 0017AA. Informational SubCLINs under CLIN 0030 will be established each time additional GFEBS funding is obligated. For purposes of this funding update, funding obligated under CLIN 0030 will also be reflected under SubCLIN 0017AA and should not be counted twice with regards to the total contract funding obligated.

7. In consideration of the modification agreed to herein as complete equitable adjustment for the contract overrun identified by the contractor on 13 February 2014 in the document titled JLENS Funding Supporting Documentation, the contractor hereby releases the government from any and all liability under this contract for further equitable adjustments attributable to such facts or circumstances giving rise to the request for adjustment.

(End of Summary of Changes)

002896

AWARD/CONTRACT		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)		RATING		PAGE OF PAGES 1 17	
2. CONTRACT (Proc. Inv. Adm.) NO. VM0113M-09-C-0202		3. EFFECTIVE DATE 14 Jul 09		4. REQUISITION/PURCHASE REQUEST/PROJECT NO.			
5. ISSUED BY USAGMDC/ARSTRAT HMDIC-HOC PO BOX 1800 HUNTSVILLE AL 35807-3801		CODE W99113M	5. ADMINISTERED BY (If other than item 5) DCMA RAYTHEON 30 APPLE HILL DRIVE M/S 12F-12 TENNISBURY MA 01576		CODE B205A		
7. NAME AND ADDRESS OF CONTRACTOR (No. street, city, county, state and zip code) RAYTHEON COMPANY 380 LOWELL ST ANDOVER MA 01810-4403				8. DELIVERY [] FOB ORIGIN [X] OTHER (See below)			
				9. DISCOUNT FOR PROMPT PAYMENT			
				10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN:		ITEM	
CODE 05716		FACILITY CODE					
11. SHIP TO/MARK FOR See Schedule		CODE	12. PAYMENT WILL BE MADE BY DPAS-COLUMBUS CENTER NORTH ENTITLEMENT OPERATIONS PO BOX 180200 COLUMBUS OH 43218-2000		CODE HQ0897		
13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: [X] 10 U.S.C. 2304(c)(1) [] 41 U.S.C. 253(c)()				14. ACCOUNTING AND APPROPRIATION DATA See Schedule			
15A. ITEM NO.	15B. SUPPLIES/ SERVICES		15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT	
SEE SCHEDULE							
15G. TOTAL AMOUNT OF CONTRACT						\$0.00	
16. TABLE OF CONTENTS							
(X) SEC.	DESCRIPTION		PAGE(S)	(X) SEC.	DESCRIPTION		PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
X	A	SOLICITATION/ CONTRACT FORM	1 - 2	X	I	CONTRACT CLAUSES	13 - 16
X	B	SUPPLIES OR SERVICES AND PRICES/ COSTS	3 - 4	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS			
	C	DESCRIPTION/ SPECS/ WORK STATEMENT		X	J	LIST OF ATTACHMENTS	17
	D	PACKAGING AND MARKING		PART IV - REPRESENTATIONS AND INSTRUCTIONS			
X	E	INSPECTION AND ACCEPTANCE	5	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS		
X	F	DELIVERIES OR PERFORMANCE	6	L	INSTRS, CONDS, AND NOTICES TO OFFERORS		
X	G	CONTRACT ADMINISTRATION DATA	7 - 8	M	EVALUATION FACTORS FOR AWARD		
X	H	SPECIAL CONTRACT REQUIREMENTS	9 - 12				
CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE							
17. [] CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return it to the Government.)				18. [X] AWARD (Contractor is not required to sign this document.)			
19A. NAME AND TITLE OF SIGNER (Type or print)				20A. NAME OF CONTRACTING OFFICER			
19B. NAME OF CONTRACTOR				20B. UNITED STATES OF AMERICA			
19C. DATE SIGNED 9/13/09				20C. DATE SIGNED 14 Jul 09			
BY: [Signature]				BY: [Signature]			

FORM 7340-01-152-8099

Previous edition is obsolete

28-107

CPO 1985 O-489-794

STANDARD FORM 26 (REV. 12/2003)

Prescribed by GSA
FAR (48 CFR) 33.214(a)

000001

Section A - Solicitation/Contract Form

CLAUSES INCORPORATED BY FULL TEXT

LETTER CONTRACT

- a. This document constitutes a contract on the terms and conditions set forth herein and signifies the intention of the U.S. Army Space and Missile Defense Command (USASMDC) to execute a formal cost-plus-fixed-fee type contract for the performance of the effort as set forth herein.
- b. In accordance with Federal Acquisition Regulation (FAR) Clause 52.216-23 entitled "Execution and Commencement of Work," you are directed to proceed immediately to commence performance of the work, and to pursue such work with all diligence to the end that the effort may be performed within the time specified in Section F hereof. You are reminded that, pending definitization, the maximum liability of the Government is as stated in FAR Clause 52.216-24, "Limitation of Government Liability," incorporated in full text in Section I herein.
- c. In accordance with Defense FAR Supplement (DFARS) 252.217-7027 entitled "Contract Definitization," you shall submit a cost-plus-fixed-fee proposal for the effort covered by this document. Your proposal should be supported by a cost breakdown reflecting the factors outlined in FAR 15.408, Table 15-2, "Instructions for Submitting Cost/Price Proposals when Cost or Pricing Data are Required," and such other information as may be specified herein. A Certificate of Current Cost or Pricing Data shall be submitted upon agreement on contract price.
- d. The definitive contract resulting from this undefinitized action shall not exceed \$1,009,668, inclusive of cost and fee.
- e. Please indicate your acceptance of the foregoing by signing the attached Standard Form 26 and returning it with all supporting documentation to the issuing office.
- f. This contract is entered into pursuant to 10 U.S.C. 2304(c)(1) and any required justification and approval has been executed.

000002

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Scope of Work entitled "Joint Land Attack Cruise Missile Defense Elevated Netted Sensor System (JLENS) Support of Integrated Air Missile Defense (IAMD) CPFF FOB: Destination				TBD
				ESTIMATED COST	TBD
				FIXED FEE	TBD
				TOTAL EST COST + FEE	TBD
	ACRN AA				\$504,834.00
	CIN: 00000000000000000000000000000000				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	Contract Data Requirements List (CDRL), DD Form 1423, consisting of Data Item No. A001 through A003, with Data Item Descriptions, incorporated herein and attached as set forth in Section J, hereof. FOB: Destination				NSP

CLAUSES INCORPORATED BY FULL TEXT

COMPLETION TYPE COST REIMBURSEMENT CONTRACT:

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

000003

b. CLIN 0001 will be considered complete based upon successful performance of the effort described in the Statement of Work attached in Section J hereof.

c. CLIN 0002 will be considered complete based upon a determination that all data and reports have been submitted and accepted, as set forth in Block 8 of each exhibit line item number of the DD Form 1423.

000004

Section E - Inspection and Acceptance

CLAUSES INCORPORATED BY REFERENCE

52.246-5 Inspection Of Services Cost-Reimbursement

APR 1984

000005

Section F - Deliveries or Performance

CLAUSES INCORPORATED BY FULL TEXT

PERIOD OF PERFORMANCE:

The contractor shall provide all level of effort, material/equipment, data/software, and reports required by CLINs 0001 and 0002 within ten (10) months after the effective date of the contract.

000006

Section G - Contract Administration Data

ACCOUNTING AND APPROPRIATION DATA

AA: 21 9 2040 0000 5L 5L57 643327S345L 255Y S01021 94NS34/4N91AM354N/4N0000
AMOUNT: \$504,834.00
CIN 00000000000000000000000000000000: \$504,834.00

CLAUSES INCORPORATED BY FULL TEXT

INVOICING AND VOUCHERING:

a. When authorized by the Defense Contract Audit Agency (DCAA) in accordance with DFARS 242.803(b)(i)(C), the contractor may submit interim vouchers directly to paying offices. Such authorization does not extend to the first and final vouchers. Submit first vouchers to the cognizant DCAA office. Final vouchers will be submitted to the ACO with a copy to DCAA.

b. Upon written notification to the contractor, DCAA may rescind the direct submission authority.

c. Should the contractor decline to submit interim vouchers directly to paying offices or if the contractor receives written notification that DCAA has rescinded the direct submission authority, public vouchers, together with any necessary supporting documentation, shall be submitted to the cognizant Defense Contract Audit Agency (DCAA) Office, prior to payment by the Finance and Accounting Office specified in Block 12, Page 1, Section A, of Standard Form 26.

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

e. Department of Defense requires that the Taxpayer Identification Number (TIN) be placed on all certified payment vouchers, including non-profit organizations, when submitting payment to the disbursing office. The only exception is foreign vendors, which will have the word "foreign" in the TIN field. Invoices will be returned to the vendor without payment if a TIN is not provided.

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

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

000007

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

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

CONTRACTING ACTIVITY REPRESENTATIVES:

	Contractual Matters
NAME:	[REDACTED]
ORGANIZATION CODE:	SMDC-RDC-EN
TELEPHONE NUMBERS:	[REDACTED]
COMMERCIAL:	[REDACTED]
DEFENSE SWITCHED NETWORK (DSN):	[REDACTED]
EMAIL:	[REDACTED]

(b)(6)

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

CLINs 0001 and 0002:

- | | |
|---|-----------|
| (1) Amount Required for Full Funding,
Including Fee(s): | TBD |
| (2) Amount Allotted Under the LOF Clause
for Payment of Costs: | TBD |
| (3) Amount Separately Obligated for
Payment of Fee: | TBD |
| (4) Total Amount Allotted and Obligated: | \$504,834 |
| (5) Net Amount Required for Full Funding: | TBD |

000008

Section H - Special Contract Requirements

CLAUSES INCORPORATED BY FULL TEXT

PUBLIC RELEASE OF INFORMATION:

a. In accordance with DFARS 252.204-7000, Disclosure of Information, the contractor shall not release to anyone outside the contractor's organization any unclassified information, regardless of medium (e.g., film, tape, document), pertaining to any part of this contract or any program related to this contract, unless the Contractor has written approval or the information is otherwise in the public domain before the date of release.

b. Requests for approval shall identify the specific information to be released, the medium to be used, and the purpose for the release. The contractor shall submit its request to the Technical Monitor noted in the contract, Section H, at least 45 days before the proposed date for release. All material to be cleared shall be sent by certified mail/return receipt requested to:

U.S. Army Space and Missile Defense Command
ATTN: Insert Technical Office POC
P. O. Box 1500
Huntsville, AL 35807-3801

c. The Technical Monitor shall process the request in accordance with SMDC form 614-R.

d. If there is no response within 30 days, the Contractor shall resubmit the request to:

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

e. The contractor agrees to include a similar requirement in each subcontract under this contract. Subcontractors shall submit requests for authorization to release through the prime contractor.

DISTRIBUTION CONTROL OF TECHNICAL INFORMATION:

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

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

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

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

000009

lists, specifications, standards, process sheets, manuals, technical reports, catalog-item identifications, and related information and computer software documentation.

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

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

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

(3) DESTRUCTION NOTICE - For classified documents, follow the procedures in DOD 5220.22-M, National Industrial Security Program Operating Manual (NISPOM), Chapter 5, Section 7, or DOD 5200.1-R, Information Security Program Regulation, Chapter IX. For unclassified, limited documents, destroy by any method that will prevent disclosure of contents or reconstruction of the document.

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

d. Peer-reviewed publications and student theses generated as a result of work performed under this contract requires a 90-day publication delay period. Peer-reviewed publications and student theses must be submitted to the Government technical representative for review and comment at least 90 days prior to the date of any proposed presentation.

TECHNICAL COGNIZANCE AND TECHNICAL DIRECTION:

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

<u>Name</u>	<u>Office symbol</u>	<u>Phone Number</u>
-------------	----------------------	---------------------

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

000010

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

H-. KEY PERSONNEL:

a. The key personnel listed in paragraph b. below are considered to be critical to the successful performance of this contract. Prior to replacing these key personnel, the contractor shall obtain written consent of the contracting officer. In order to obtain such consent, the contractor must provide advance notice of the proposed changes and must demonstrate that the qualifications of the proposed substitute personnel are generally equivalent to or better than the qualifications of the personnel being replaced.

b. Key Personnel List:

<u>NAME</u>	<u>POSITION</u>
TBD	

(This list shall be negotiated by the parties. Personnel identified as key individuals in the offeror's proposal shall be candidates for this list, however, it is not intended that all such proposed key individuals must be listed in this clause.)

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

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

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

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

000011

Patents - Reporting of Subject Inventions:

- a. The interim and final invention reports shall be submitted on DD Form 882, Report of Inventions and Subcontracts, see <http://www.smdc.army.mil/2008/CAMO-Announcements.asp>. In accordance with DFARS 252.227-7038 and 252.227-7039, interim reports shall be furnished every twelve (12) months and final reports shall be furnished within three (3) months after completion of the contracted work. In accordance with FAR 27.305-2(c), when a contractor fails to disclose a subject invention the applicable withholding of payments provision may be invoked.
- b. The contractor shall include the clause at DFARS 252.227-7039 in all subcontracts with small businesses and non profit organizations, regardless of tier, for experimental, developmental, or research work.
- c. The prime contractor shall account for the interim and final invention reports submitted by the subcontractor(s). The prime contractor's invention reports shall contain a copy of each of the subcontractor's invention reports.

YEAR 2000 COMPLIANCE:

The Contractor shall ensure products provided under this contract, to include hardware, software, firmware, and middleware, whether acting alone or combined as a system, are Year 2000 compliant as defined in FAR Part 39.

000012

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JUL 2004
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	SEP 2006
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	SEP 2007
52.204-2	Security Requirements	AUG 1996
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	SEP 2006
52.215-2	Audit and Records--Negotiation	MAR 2009
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-10	Price Reduction for Defective Cost or Pricing Data	OCT 1997
52.215-12	Subcontractor Cost or Pricing Data	OCT 1997
52.215-14	Integrity of Unit Prices	OCT 1997
52.215-15	Pension Adjustments and Asset Reversions	OCT 2004
52.215-17	Waiver of Facilities Capital Cost of Money	OCT 1997
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions	JUL 2005
52.215-19	Notification of Ownership Changes	OCT 1997
52.215-21	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data--Modifications	OCT 1997
52.216-7	Allowable Cost And Payment	DEC 2002
52.216-8	Fixed Fee	MAR 1997
52.216-23	Execution And Commencement Of Work	APR 1984
52.216-26	Payments Of Allowable Costs Before Definitization	DEC 2002
52.222-1	Notice To The Government Of Labor Disputes	FEB 1997
52.222-2	Payment For Overtime Premiums	JUL 1990
52.222-3	Convict Labor	JUN 2003
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	MAR 2007
52.222-35	Equal Opportunity For Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	SEP 2006
52.222-37	Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era, and Other Eligible Veterans	SEP 2006
52.222-39	Notification of Employee Rights Concerning Payment of Union Dues or Fees	DEC 2004
52.223-6	Drug-Free Workplace	MAY 2001
52.227-1 Alt I	Authorization And Consent (Dec 2007) - Alternate I	APR 1984
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	DEC 2007
52.227-10	Filing Of Patent Applications--Classified Subject Matter	DEC 2007
52.227-11	Patent Rights--Ownership By The Contractor	DEC 2007

000013

52.228-7	Insurance--Liability To Third Persons	MAR 1996
52.230-2	Cost Accounting Standards	OCT 2008
52.230-6	Administration of Cost Accounting Standards	MAR 2008
52.232-9	Limitation On Withholding Of Payments	APR 1984
52.232-17	Interest	OCT 2008
52.232-22	Limitation Of Funds	APR 1984
52.232-23	Assignment Of Claims	JAN 1986
52.232-25	Prompt Payment	OCT 2008
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	OCT 2003
52.233-1	Disputes	JUL 2002
52.233-3 Alt I	Protest After Award (Aug 1996) - Alternate I	JUN 1985
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.242-1	Notice of Intent to Disallow Costs	APR 1984
52.242-3	Penalties for Unallowable Costs	MAY 2001
52.242-4	Certification of Final Indirect Costs	JAN 1997
52.242-13	Bankruptcy	JUL 1995
52.243-2 Alt V	Changes--Cost-Reimbursement (Aug 1987) - Alternate V	APR 1984
52.244-2 Alt I	Subcontracts (Jun 2007) - Alternate I	JUN 2007
52.244-5	Competition In Subcontracting	DEC 1996
52.244-6	Subcontracts for Commercial Items	MAR 2009
52.249-6	Termination (Cost Reimbursement)	MAY 2004
52.249-14	Excusable Delays	APR 1984
52.251-1	Government Supply Sources	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	JAN 2009
252.204-7000	Disclosure Of Information	DEC 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004 Alt A	Central Contractor Registration (52.204-7) Alternate A	SEP 2007
252.204-7005	Oral Attestation of Security Responsibilities	NOV 2001
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	DEC 2006
252.215-7000	Pricing Adjustments	DEC 1991
252.215-7002	Cost Estimating System Requirements	DEC 2006
252.223-7004	Drug Free Work Force	SEP 1988
252.225-7012	Preference For Certain Domestic Commodities	DEC 2008
252.227-7013	Rights in Technical Data--Noncommercial Items	NOV 1995
252.227-7014	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation	JUN 1995
252.227-7015	Technical Data--Commercial Items	NOV 1995
252.227-7016	Rights in Bid or Proposal Information	JUN 1995
252.227-7019	Validation of Asserted Restrictions--Computer Software	JUN 1995
252.227-7025	Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends	JUN 1995
252.227-7030	Technical Data--Withholding Of Payment	MAR 2000
252.227-7037	Validation of Restrictive Markings on Technical Data	SEP 1999
252.227-7039	Patents--Reporting Of Subject Inventions	APR 1990
252.231-7000	Supplemental Cost Principles	DEC 1991
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	MAR 2008
252.235-7010	Acknowledgment of Support and Disclaimer	MAY 1995
252.235-7011	Final Scientific or Technical Report	NOV 2004

000014

252.242-7004	Material Management And Accounting System	NOV 2005
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.247-7023	Transportation of Supplies by Sea	MAY 2002
252.247-7024	Notification Of Transportation Of Supplies By Sea	MAR 2000

CLAUSES INCORPORATED BY FULL TEXT

52.216-24 LIMITATION OF GOVERNMENT LIABILITY (APR 1984)

(a) In performing this contract, the Contractor is not authorized to make expenditures or incur obligations exceeding \$504,834 dollars.

(b) The maximum amount for which the Government shall be liable if this contract is terminated is \$504,834 dollars.

(End of clause)

52.216-25 CONTRACT DEFINITIZATION (OCT 1987) - ALTERNATE I (APR 1984)

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

(b) The schedule for definitizing this contract is:

Submission of Proposal	60 days after award of letter contract
Begin Negotiations	120 days after award of letter contract
Contract Definitization	180 days after award of letter contract

(c) If agreement on a definitive contract to supersede this letter contract is not reached by the target date in paragraph (b) above, or within any extension of it granted by the Contracting Officer, the Contracting Officer may, with the approval of the head of the contracting activity, determine a reasonable price or fee in accordance with Subpart 15.8 and Part 31 of the FAR, subject to Contractor appeal as provided with completion of the contract, subject only to the Limitation of Government Liability clause.

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

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

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

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

(2) To the extent consistent with subparagraph (c)(1) above, all clauses, terms, and conditions included in this

0000 15

letter contract shall continue in effect, except those that by their nature apply only to a letter contract.

(d) The definitive contract resulting from this letter contract will include a negotiated cost/price ceiling in no event to exceed \$1,009,668.

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

www.arnet.gov

(End of clause)

000016

Section J - List of Documents, Exhibits and Other Attachments

CLAUSES INCORPORATED BY FULL TEXT

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

<u>TITLE</u>	<u>DATE</u>	<u># OF PAGES</u>
Statement of Work entitled "Joint Land Attack Cruise Missile Defense Elevated Netted Sensor System (JLENS) Support of Integrated Air Missile Defense (IAMD)"		4
Contract Data Requirements List (DD Form 1423), Data Item No. A001 through A003	28 May 09	3
Contract Security Classification Specification (DD Form 254)		11

000017

Statement of Work (SOW)
Joint Land Attack Cruise Missile Defense Elevated Netted Sensor System (JLENS)
Support of Integrated Air Missile Defense (IAMD)
Revision 1
10 November 2009

1.0 Scope: The purpose of this SOW is to define the requirements for JLENS support of the Army Integrated Air Missile Defense (AIAMD) Mission and is planned as a two-phased, continuous effort. The first phase will generate interface documentation and identify the necessary information to develop a budgetary input for the cost of designing and developing [REDACTED] for the JLENS side of the [REDACTED]. The second phase will continue the [REDACTED] effort and its interfaces with the [REDACTED]. Phase I will transition to Phase II with the award of the [REDACTED] (based upon the Milestone B decision) and Phase II will end at the [REDACTED] scheduled 5 months after the [REDACTED] (b)(3)

2.0 Applicable Documents: Applicable top level documents are contained in Enclosure (2) to the contract, Document Summary List (DSL), by number, title and date. The document versions specified on the DSL take precedence over the generic references (without revision letters) cited in the SOW.

3.0 Requirements:

3.1 Release of any Government Furnished Information (GFI) developed under this task will be approved by the [REDACTED]. The contractor shall not provide any data generated under this task to [REDACTED]. This does not preclude the contractor from exchange of information with other contractor programs outside the scope of the task. (b)(3)

3.2 The contractor shall mark all deliverables with the appropriate data rights legends and shall be handled accordingly. The contractor shall ensure that all data items are prepared, updated, delivered and tracked In Accordance With (IAW) contract requirements. According to paragraph (b) (1) (iv) of the Rights in Technical Data-Noncommercial Items Clauses at Department of Defense Federal Acquisition Regulation Supplement (DFARS) 252.227-7013 and DFARS 252.227-7014 form, fit and function technical data is to be delivered with Unlimited Rights. Any and all costing data associated with this tasking shall be for Government use only and shall not be shared with [REDACTED] (b)(3)

3.3 GFI: The Government will provide the following as GFI:

1. Draft Government developed Interface Control Document (ICD)

2. [REDACTED]

3. [REDACTED] (b)(3)

4.

(b)(3)

3.4

(b)(3)

3.4.1 Task Set 1 - Develop [REDACTED] The contractor shall determine if data elements identified in the JLENS to [REDACTED] and applicable [REDACTED] Specification sections are compatible with the JLENS design and support the completion of the JLENS to [REDACTED]

(b)(3)

(b)(3)

- a. Identify any impacts to the JLENS design with respect to the [REDACTED] [REDACTED] (b)(3)
- b. Identify any impacts on JLENS logistics. Elements are specifically listed in AR 700-127.
- c. Identify future data and Government Furnished Equipment (GFE) needs associated with [REDACTED]
- d. Schematically identify where it would be most feasible to obtain the desired JLENS mission data as defined by the ICD. (b)(3)
- e. The contractor shall prepare the following deliverables as a requirements of Task Set 1:
 - i. Document the JLENS concept for implementing the applicable [REDACTED] ICD and changes identified in Task 1. This information shall be provided in a report in accordance with DI-MISC-80508 that identifies and describes necessary changes and additions to the host component baseline designs. (b)(3)
 - ii. Provide technical support to a Government Round Order of Magnitude (ROM) cost estimate for interface design, fabrication, integration and test of the JLENS to [REDACTED] (b)(3)
 - iii. Provide technical support for the technical interchange and status meetings.
 - iv. Document the recommended JLENS [REDACTED] a report in accordance with DI-MISC-80508. (b)(3)
 - v. Document all assumptions in the task execution and cost activities in a report in accordance with DI-MISC-80508.
 - vi. Report status and expenditure rate monthly in accordance with DI-FNCL-80331.

3.4.2 In parallel with Specific Task Set 1, the contractor shall execute the following Task Set 2 [REDACTED] to JLENS):

(b)(3)

- a. Perform analysis on potential/real impacts of the [REDACTED] on JLENS. (b)(3)
 - i. Identify [REDACTED] functions that will no longer be used in an [REDACTED] (b)(3)
 - ii. Determine potential operational impacts of [REDACTED] requirements (ex. deployment, top level CONOPS). (b)(3)

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3.5 Phase 2. [REDACTED] Activities

(b)(3)

3.5.1 The contractor shall begin to work with the JLENS Product Office personnel to determine options for maximizing commonality.

- a. Specific [REDACTED] development with focus on design and implementation of the [REDACTED] (b)(3)
- b. Perform trade studies and analysis [REDACTED] JLENS. (b)(3)
- c. Support [REDACTED] Reviews and Preparations. (b)(3)
- d. Identify required [REDACTED], software, and testing needed to support the [REDACTED] program. (b)(3)
- e. Identify required documentation needed to support [REDACTED] (b)(3)
- f. Determine cost, schedule, and level of effort required for implementation (integration into JLENS systems).
- g. Deliverables:
 - i. Inputs to the [REDACTED] in a report in accordance with DI-MISC-80508. (b)(3)
 - ii. Review and provide first-order assessment of JLENS integration and test impacts to the [REDACTED] in a report in accordance with DI-MISC-80508. (b)(3)
 - iii. Cost and Schedule Estimate for JLENS and [REDACTED] testing with [REDACTED] required through [REDACTED] in a report in accordance with DI-MISC-80508. (b)(3)
 - iv. Required GFE and Delivery Schedule in a report in accordance with DI-MISC-80508. (b)(3)

3.5.2 The contractor shall, at the [REDACTED]

(b)(3)

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CONTRACT DATA REQUIREMENTS LIST (1 Data Item)						Form Approved OMB No. 0704-0188		
Public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA, 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DO NOT RETURN your form to either of these addresses. Send completed form to the Government Printing Office Contracting Officer for Contract/PR No. listed in Block E.								
A. CONTRACT LINE ITEM NO. 0002		B. EXHIBIT A		C. CATEGORY: FDP TM OTHER X				
D. SYSTEM/ITEM JLENS IAMD Support		E. CONTRACT/PR NO. W9113M-09-C-0202		F. CONTRACTOR Raytheon Company				
1. DATA ITEM NO. A001		2. TITLE OF DATA ITEM Technical Report - Study/Services		3. SUBTITLE [REDACTED]				
4. AUTHORITY (Data Acquisition Document No.) DI-MISC-80508B		5. CONTRACT REFERENCE SOW paragraphs 3.4.1.e.i., 3.4.1.e.iv., 3.4.1.e.v., 3.4.2.b.iii., 3.4.2.b.iv., 3.4.2.b.v., 3.5.1.g.i., 3.5.1.g.ii., 3.5.1.g.iii. and 3.5.1.g.iv.		6. REQUIRING OFFICE SFAE-MSLS-CMDS-TM-SE				
7. DD 250 REQ LT	9. DIST STATEMENT REQUIRED	10. FREQUENCY ASREQ	12. DATE OF FIRST SUBMISSION ASREQ	14. DISTRIBUTION				
8. APP CODE A	F	11. AS OF DATE N/A	13. DATE OF SUBSEQUENT SUBMISSION ASREQ	a. ADDRESSEE		b. COPIES		
						Draft	Final	
						Reg	Repro	
16. REMARKS: Blk 8: The Government will provide approval/disapproval thirty days after receipt. The contractor shall resubmit corrected version thirty days after receipt of Government comments. Blk 9: Distribution F: Further dissemination only as directed by the Cruise Missile Defense Systems Project Office, SFAE-MSLS-CMDS-PE-CM, Redstone Arsenal, AL 35898-5000, 24 March 2000. Export Control 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. Contractor format acceptable. Blk 14: Electronic delivery of this data item IAW the SOW. Notify JLENS Product Office Data Management OPR a [REDACTED] and [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.				SFAE-MSLS-CMDS-PE-CM		1	1	1
				15. TOTAL →		1	1	1
G. PREPARED BY [REDACTED]		H. DATE 5-28-09		I. DATE 28 May 2009				

DD Form 1423-1, 1 Jun 90

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NO. LINE ITEM 3 DATE 28 May 09

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CONTRACT DATA REQUIREMENTS LIST (1 Data Item)						Form Approved OMB No. 0704-0188													
Public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA, 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DO NOT RETURN your form to either of these addresses. Send completed form to the Government Issuing Contracting Officer for Contract/PR No. listed in Block E.																			
A. CONTRACT LINE ITEM NO <div style="text-align: center; font-weight: bold;">0002</div>		B. EXHIBIT <div style="text-align: center; font-weight: bold;">A</div>		C. CATEGORY: <div style="text-align: center;">TDP TM OTHER X</div>															
D. SYSTEM/ITEM <div style="text-align: center; font-weight: bold;">JLENS IAMD Support</div>			E. CONTRACT/PR NO. <div style="text-align: center;">W9113M-09-C-0202</div>		F. CONTRACTOR <div style="text-align: center;">Raytheon Company</div>														
1. DATA ITEM NO. <div style="text-align: center; font-weight: bold;">A002</div>		2. TITLE OF DATA ITEM <div style="text-align: center; font-weight: bold;">Funds and Man Hours Expenditure Report</div>			3. SUBTITLE <div style="text-align: center; font-weight: bold;">FMER</div>														
4. AUTHORITY (Data Acquisition Document No.) <div style="text-align: center; font-weight: bold;">DI-FNCL-80331A</div>			5. CONTRACT REFERENCE <div style="text-align: center; font-weight: bold;">SOW paragraph 3.4.1.e.vi.</div>		8. REQUIRING OFFICE <div style="text-align: center; font-weight: bold;">SFAE-MSLS-CMDS-TM-SE</div>														
7. DD 250 REQ <div style="text-align: center; font-weight: bold;">LT</div>		9. DIST STATEMENT REQUIRED <div style="text-align: center; font-weight: bold;">F</div>		10. FREQUENCY <div style="text-align: center; font-weight: bold;">MNTHLY</div>		12. DATE OF FIRST SUBMISSION <div style="text-align: center; font-weight: bold;">SEE BLK 16</div>													
8. APP CODE <div style="text-align: center; font-weight: bold;">NA</div>		11. AS OF DATE <div style="text-align: center; font-weight: bold;">N/A</div>		13. DATE OF SUBSEQUENT SUBMISSION <div style="text-align: center; font-weight: bold;">SEE BLK 16</div>		14. DISTRIBUTION													
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. Export Control 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 <u>et seq.</u> Violation of these export laws are subject to severe criminal penalties. Disseminate in accordance with provisions of DOD Directive 5230.25. Blk 12: 20 calendar days after close of accounting month after contract award. Blk 13: 20 calendar days after close of accounting month. Contractor format is acceptable. The contractor shall submit FMER in electronic format compatible with Microsoft Office. Blk 14: Electronic delivery of this data item IAW the SOW. Notify JLENS Product Office Data Management OPR a [REDACTED] and [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.				a. ADDRESSEE <div style="text-align: center; font-weight: bold;">SFAE-MSLS-CMDS-PE-CM</div>		b. COPIES <table border="1" style="width: 100%; border-collapse: collapse; font-size: x-small;"> <thead> <tr> <th colspan="2" style="text-align: center;">Draft</th> <th colspan="2" style="text-align: center;">Final</th> </tr> <tr> <th style="text-align: center;">Reg</th> <th style="text-align: center;">Repro</th> <th style="text-align: center;">Reg</th> <th style="text-align: center;">Repro</th> </tr> </thead> <tbody> <tr> <td style="text-align: center; font-weight: bold;">1</td> <td style="text-align: center; font-weight: bold;">1</td> <td style="text-align: center; font-weight: bold;">1</td> <td style="text-align: center; font-weight: bold;">1</td> </tr> </tbody> </table>		Draft		Final		Reg	Repro	Reg	Repro	1	1	1	1
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H. DATE <div style="text-align: center; font-weight: bold;">5-28-07</div>				J. DATE <div style="text-align: center; font-weight: bold;">28 May 2007</div>															

17. PRICE GROUP
18. ESTIMATED TOTAL PRICE <div style="text-align: center; font-weight: bold;">INSERT</div>
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CONTRACT DATA REQUIREMENTS LIST (1 Data Item)						Form Approved OMB No. 0704-0188		
<small>Public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DO NOT RETURN your form to either of these addresses. Send completed form to the Government Issuing Contracting Officer for Contract/PR No. listed in Block E.</small>								
A. CONTRACT LINE ITEM NO. 0002		B. EXHIBIT A		C. CATEGORY: TDP TM OTHER X				
D. SYSTEM/ITEM JLENS IAMD Support		E. CONTRACT/PR NO. W9113M-09-C-0202		F. CONTRACTOR Raytheon Company				
1. DATA ITEM NO. A003		2. TITLE OF DATA ITEM Presentation Material		3. SUBTITLE Briefing Charts				
4. AUTHORITY (Data Acquisition Document No.) DI-ADMN-81373		5. CONTRACT REFERENCE SOW paragraph 3.4.2.b.vi.		6. REQUIRING OFFICE SFAE-MSLS-CMDS-TM-SE				
7. DD 250 REQ LT	9. DIST STATEMENT REQUIRED F	10. FREQUENCY ASREQ	12. DATE OF FIRST SUBMISSION ASREQ	14. DISTRIBUTION				
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				15. TOTAL		1	1	1
DATE 5-28-09				J. DATE 28 May 2009				

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**DEPARTMENT OF DEFENSE
CONTRACT SECURITY CLASSIFICATION SPECIFICATION**

(The requirements of the DoD Industrial Security Manual apply to all security aspects of this effort.)

1. CLEAR/UNCE AND SAFEGUARDING

CLASSIFICATION REQUIRED

UNCLASSIFIED INFORMATION REQUIRED

(b)(7) (E)

2. THIS SPECIFICATION IS FOR: *(x and complete as applicable)*

☐ a. PRIME CONTRACT NUMBER
W9113M-09-C-0202

☐ b. SUBCONTRACT NUMBER

☐ c. SOLICITATION OR OTHER NUMBER
JA2008-17

DUE DATE (YYMMDD)

3. THIS SPECIFICATION IS: *(x and complete as applicable)*

☒ a. ORIGINAL (Complete date in all cases)

DATE (YYMMDD)

☐ b. REVISED (Supersede all previous copies)

Revision No.

DATE (YYMMDD)

☐ 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 Confidential and Government Only (CAGE) Code)*

a. NAME, ADDRESS, AND ZIP CODE
Raytheon Company
Integrated Defense Systems
350 Lowell Street
Andover, MA 01810

b. CAGE CODE
05716

c. COORDINATING SECURITY OFFICE (Name, Address, and Zip Code)
Defense Security Service
Wilmington Field Office (S11WL)
187 Ballardvale Street, Suite B-205
Wilmington, MA 01887-1082

7. SUBCONTRACTOR

a. NAME, ADDRESS, AND ZIP CODE

b. CAGE CODE

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

8. ACTUAL PERFORMANCE

a. LOCATION
Raytheon Company
Integrated Defense Systems
350 Lowell Street
Andover, MA 01810

b. CAGE CODE

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

9. GENERAL IDENTIFICATION OF THIS PROCUREMENT

The purpose of this effort is to generate interface documentation and identify the necessary information to develop a budgetary input for the cost of designing and developing an _____ for the JLENS side of the _____.

(b)(3)

10. THIS CONTRACT WILL REQUIRE ACCESS TO:	YES	NO	11. IN PERFORMING THIS CONTRACT, THE CONTRACTOR WILL:	YES	NO
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, REPAIR, 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., EXCEPT TO FRODO, U.S. DEPENDENCIES AND TRUST TERRITORIES		
(2) Non-SCI			g. BE AUTHORIZED TO USE THE SERVICES OF DEPENDENT TECHNOLOGY 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 OFFSIDE CARRIER SERVICE		
j. FOR OFFICIAL USE ONLY INFORMATION			l. OTHER (Specify)		
k. OTHER (Specify)			ANS Classified Confidential Secret Processing		

(b)(7) (E)

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(b)(7) (E)

(b)(7) (E)

(b)(7) (E)

(b)(7) (E)

DD FORM 254 Front

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

☐ Direct ☒ Through (Specify):

Commander, US Army Aviation and Missile Command, ATTN: AMSAM-PA, Redstone Arsenal AL 35898-5000. Public release of classified information is not authorized and prohibited for public release.

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

Technical POC is [REDACTED]

See continuation pages for additional security guidance.

Contract End Date is May 13th 2010

14. **ADDITIONAL SECURITY REQUIREMENTS.** Requirements, in addition to NSPOM requirements, are established for this contract. (If Yes, identify the pertinent contractual clauses in the contract document itself, or provide any appropriate abstracts which identify the additional requirements. Provide a copy of the requirements to the cognizant security office. Use Item 13 if additional space is needed.)

☐ Yes ☒ No

15. **INSPECTIONS.** Elements of this contract are outside the inspection responsibility of the cognizant security office. (If Yes, explain and identify specific areas or elements covered and the entity responsible for inspection. Also 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.

1. NAME (Last, First, Middle Initial) OFFICIAL

2. TITLE

JLENG Program Security Manager

3. ADDRESS (Include Zip Code)

d. ADDRESS (Include Zip Code)

Cuba Missile Defense Systems Project Office/JLENG
SFAE-AMSL-CMOS-JUN-50
Bldg 5308
Redstone Arsenal, AL 35898-5000

17. **REQUIRED DISTRIBUTION**

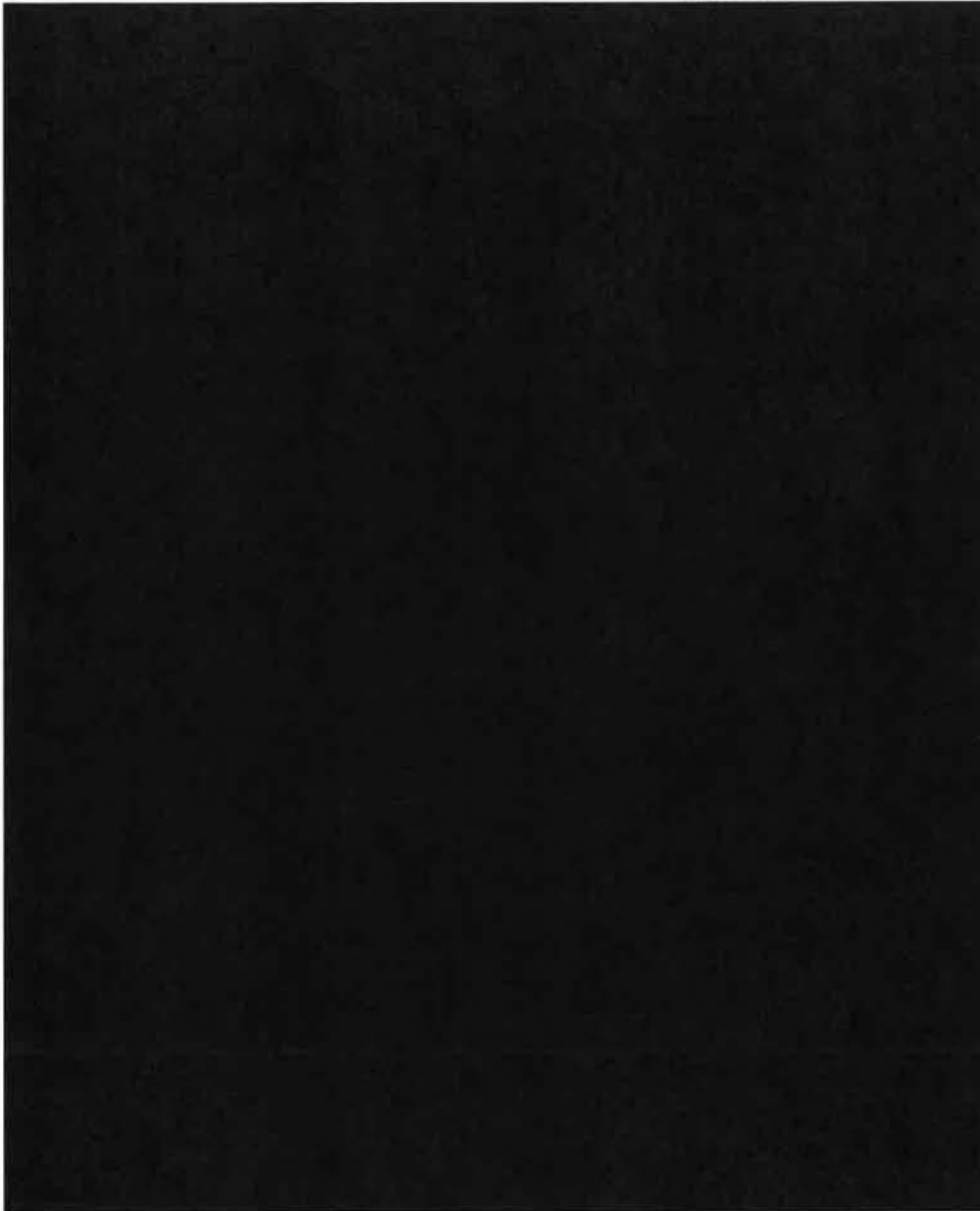
- ☒ a. CONTRACTOR
☐ b. SUBCONTRACTOR
☒ c. COORDINATE SECURITY OFFICE FOR PRIME AND SUB CONTRACTOR
☒ d. U.S. ACTIVITY RESPONSIBLE FOR COMBOSAS SECURITY ADMINISTRATION
☒ e. ADMINISTRATIVE CONTROLLING OFFICER
☐ f. OTHERS AS NECESSARY

DD FORM 254 REVENUE

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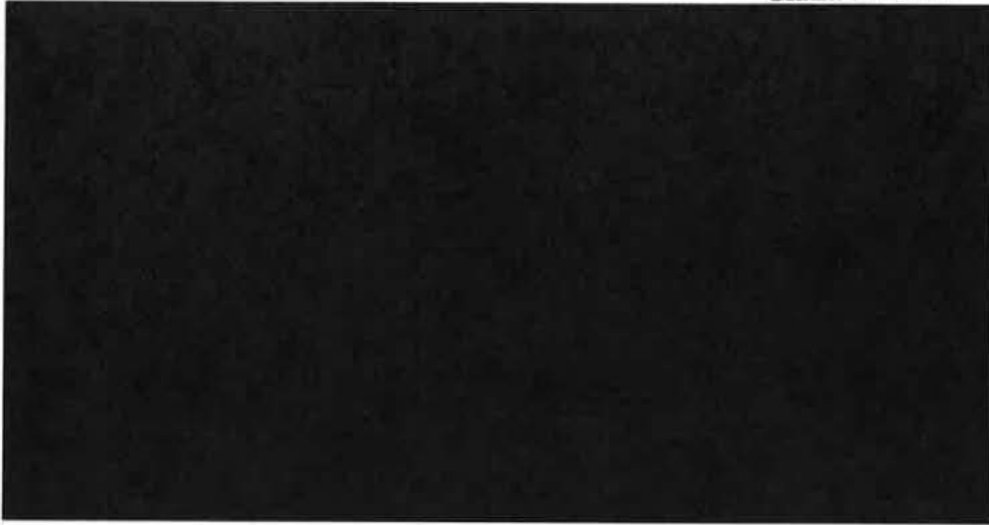
Contract #W9113M-09-C-0202
DD254
Continuation Sheet

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Contract #W9113M-09-C-0202
DD254
Continuation Sheet



(b)(7) (E)



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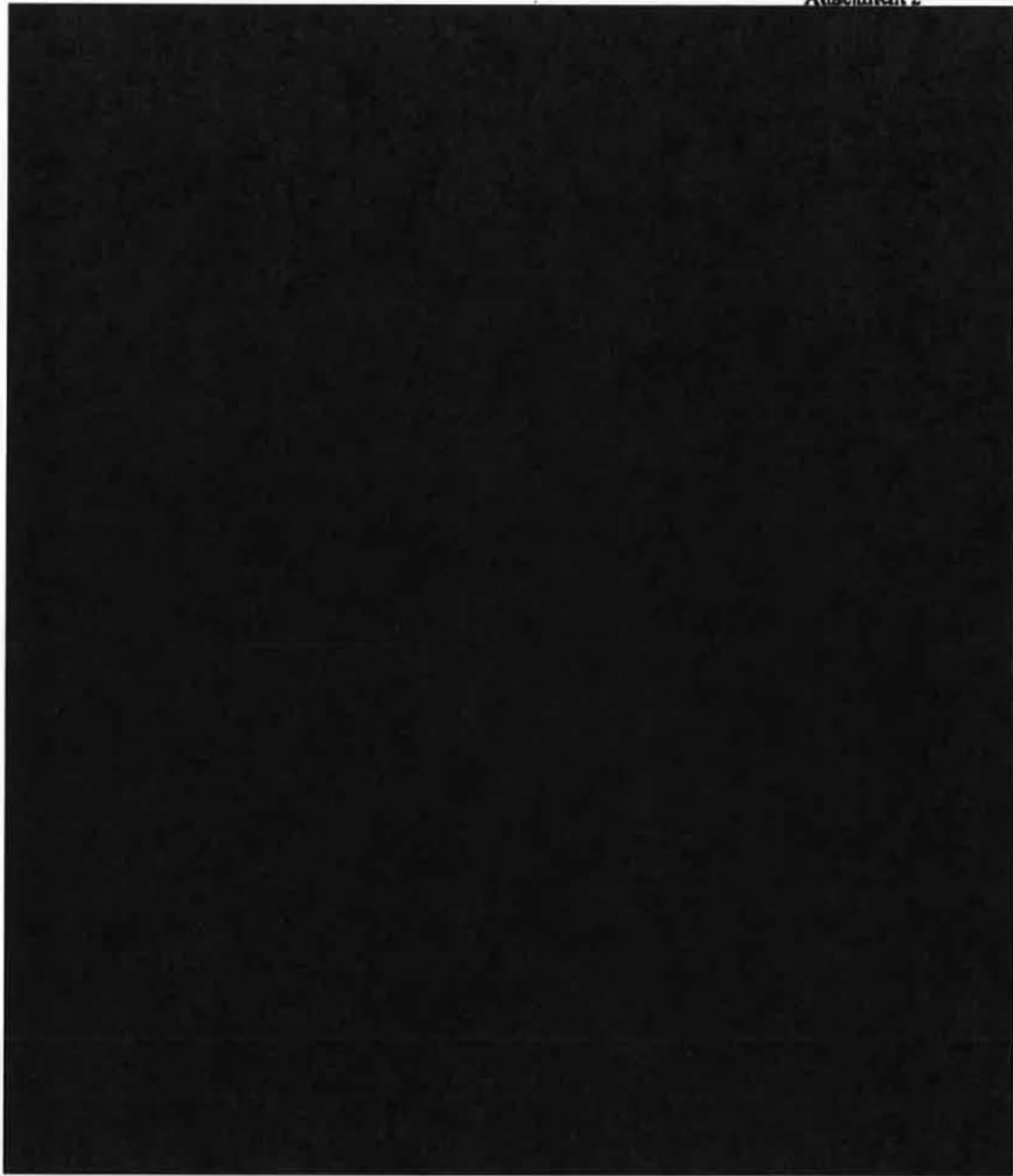
Contract #W9113M-09-C-0202
DD Form 254
Attachment 1

(b)(7)(E)



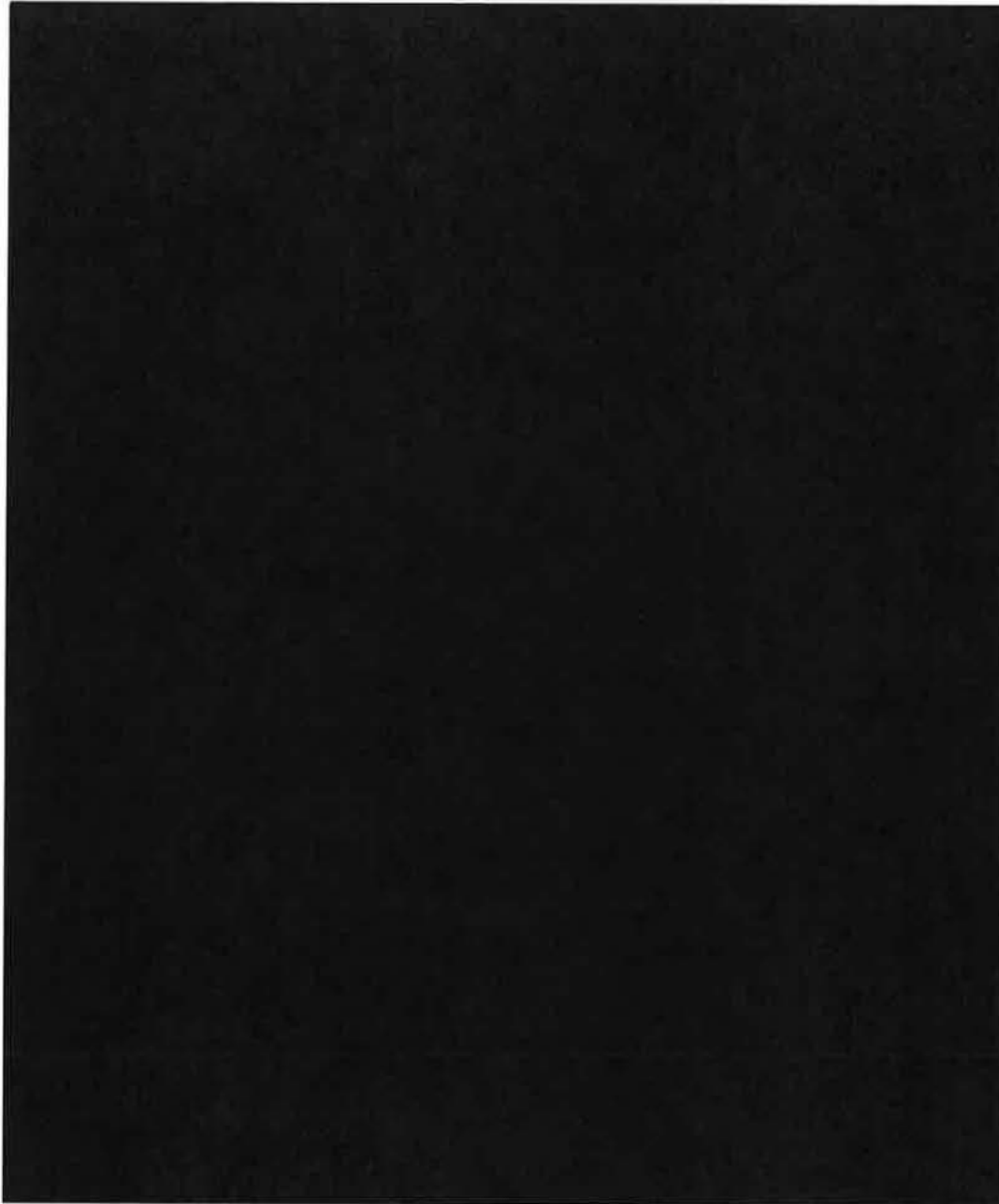
000028

(b)(7) (E)

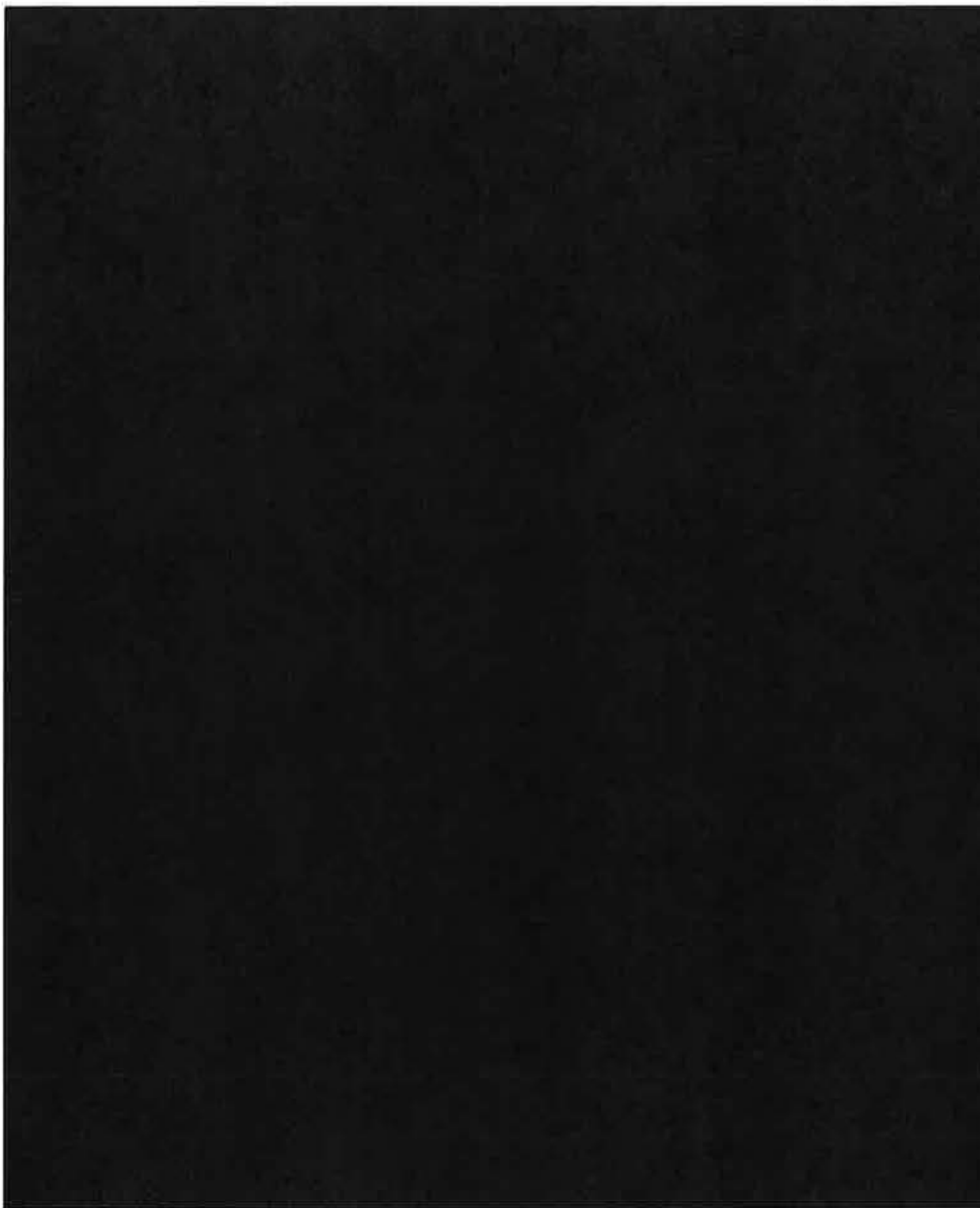


000029

(b)(7) (E)



000030



(b)(7) (E)



000031



(b)(7)(E)



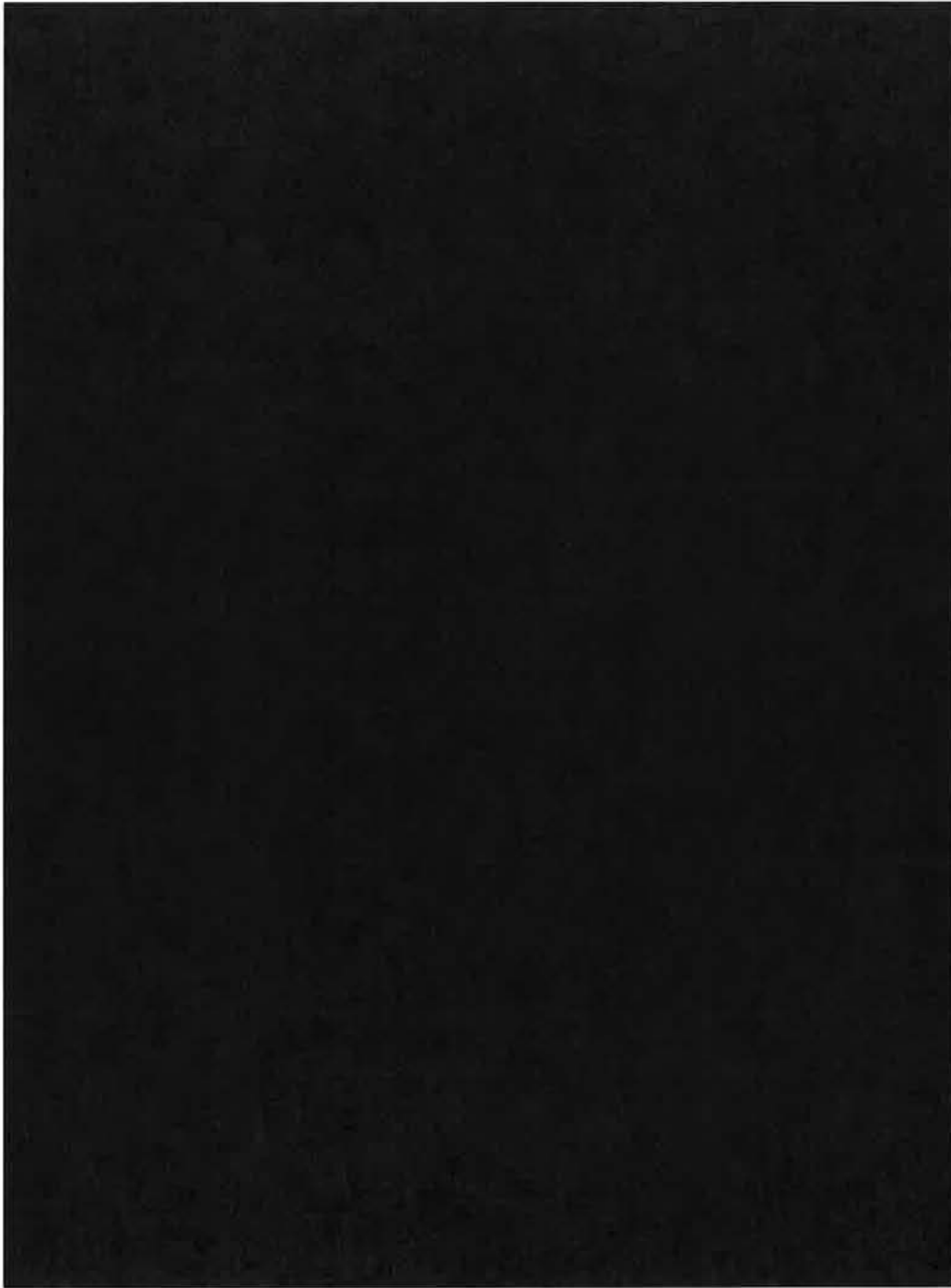
JLENS Program Security Manager
Cruise Missile Defense System
Project Office

(b)(6)



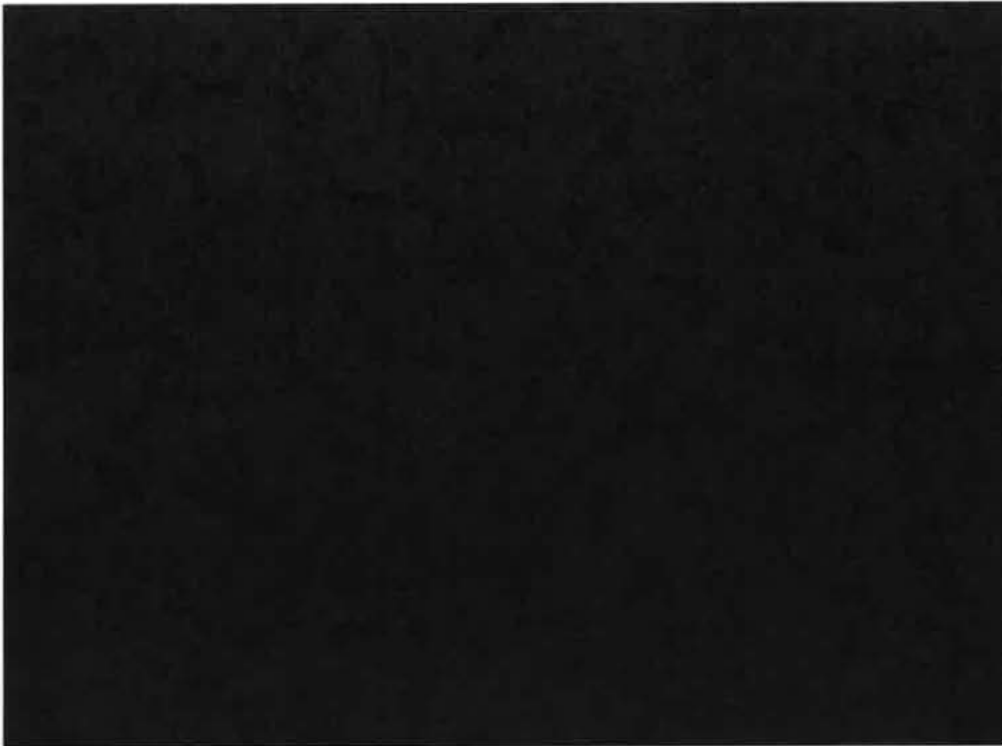
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Contract #W9113M-09-C-0202
DD Form 254 Rev 11
Attachment 3



(b)(7) (E)

000033



(b)(7) (E)



000034

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE U	PAGE OF PAGES 1 5
2. AMENDMENT/MODIFICATION NO. P20001		3. EFFECTIVE DATE 10-Nov-2009	4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If applicable)
6. ISSUED BY USASMD/ARSTRAT SMD/RCDC PO BOX 1500 HUNTSVILLE AL 35807-3801		CODE W9113M	7. ADMINISTERED BY (If other than item 6) DCMA RAYTHEON 50 APPLE HILL DRIVE M/S T2FR2 TEWKSBURY MA 01876		CODE S2205A
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) RAYTHEON COMPANY 350 LOWELL ST ANDOVER MA 01810-4400				9A. AMENDMENT OF SOLICITATION NO.	
				9B. DATED (SEE ITEM 11)	
				X 10A. MOD. OF CONTRACT/ORDER NO. W9113M-09-C-0202	
				X 10B. DATED (SEE ITEM 13) 14-Jul-2009	
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).					
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: 10 U.S.C. 2304 (c)(1) 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 <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: XXXXXXXXXX To definitize Letter Contract W9113M-09-C-0202. (Reference assumptions made in Raytheon letter JLENS:23414-09-107, dated 10 November 2009, subject: Contract No. W9113M-09-C-0202: Joint Land Attack Cruise Missile Defense Elevated Netted Sensor System (JLENS) Integrated Air Missile Defense (IAMD) Support - Confirmation of Negotiations. (b)(6)					
(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.					

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

000035

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION A - SOLICITATION/CONTRACT FORM

The following have been deleted:

A01

LETTER CONTRACT

OCT 2001

SECTION B - SUPPLIES OR SERVICES AND PRICES

CLIN 0001

The estimated/max cost [REDACTED] has been added.

The fixed fee [REDACTED] has been added.

The total cost of this line item has increased by \$943,531.00 from UNDEFINED to \$943,531.00.

(b)(4)

The following have been modified:

COMPLETION TYPE COST REIMBURSEMENT CONTRACT:

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

b. CLIN 0001 will be considered complete based upon successful performance of the effort described in the Statement of Work attached in Section J hereof, **upon submission of a Certification of Completion by the contractor; and upon acceptance of such certification by the government.**

c. CLIN 0002 will be considered complete based upon a determination that all data and reports have been submitted and accepted, as set forth in Block 8 of each exhibit line item number of the DD Form 1423.

SECTION G - CONTRACT ADMINISTRATION DATA

The following have been modified:

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

CLINs 0001 and 0002:

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

\$943,531

000036

(2) Amount Allotted Under the LOF Clause for Payment of Costs:	[REDACTED]	(b)(4)
(3) Amount Separately Obligated for Payment of Fee:	[REDACTED]	
(4) Total Amount Allotted and Obligated:	\$504,834	
(5) Net Amount Required for Full Funding:	\$438,697	

SECTION H - SPECIAL CONTRACT REQUIREMENTS

The following have been modified:

PUBLIC RELEASE OF INFORMATION:

a. In accordance with DFARS 252.204-7000, Disclosure of Information, the contractor shall not release to anyone outside the contractor's organization any unclassified information, regardless of medium (e.g., film, tape, document), pertaining to any part of this contract or any program related to this contract, unless the Contractor has written approval or the information is otherwise in the public domain before the date of release.

b. Requests for approval shall identify the specific information to be released, the medium to be used, and the purpose for the release. The contractor shall submit its request to the Technical Monitor noted in the contract, Section H, at least 45 days before the proposed date for release. All material to be cleared shall be sent by certified mail/return receipt requested to:

U.S. Army Space and Missile Defense Command
ATTN: SFAE-MSLS-CMDS-JLN [REDACTED]
Program Executive Office, Missiles and Space
5250 Martin Road
Redstone Arsenal, AL 35898-8000

(b)(6)

c. The Technical Monitor shall process the request in accordance with SMDC Form 614-R.

d. If there is no response within 30 days, the Contractor shall resubmit the request to:

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

e. The contractor agrees to include a similar requirement in each subcontract under this contract. Subcontractors shall submit requests for authorization to release through the prime contractor.

TECHNICAL COGNIZANCE AND TECHNICAL DIRECTION:

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

<u>Name</u>	<u>Office symbol</u>	<u>Phone Number</u>
[REDACTED]	SFAE-MSLS-CMDS-JLN	[REDACTED]

(b)(6)

000037

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

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

KEY PERSONNEL:

a. The key personnel listed in paragraph b. below are considered to be critical to the successful performance of this contract. Prior to replacing these key personnel, the contractor shall obtain written consent of the contracting officer. In order to obtain such consent, the contractor must provide advance notice of the proposed changes and must demonstrate that the qualifications of the proposed substitute personnel are generally equivalent to or better than the qualifications of the personnel being replaced.

b. Key Personnel List:

NAME

POSITION

[REDACTED]

Program Manager

(b)(6)

SECTION I - CONTRACT CLAUSES

The following have been added by reference:

52.204-7	Central Contractor Registration	APR 2008
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The following have been deleted:

52.215-17	Waiver of Facilities Capital Cost of Money	OCT 1997
52.216-24	Limitation Of Government Liability	APR 1984
52.216-25 Alt I	Contract Definitization (Oct 1997) - Alternate I	APR 1984

SECTION J - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

The following have been modified:

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

000038

SECTION J - LIST OF ATTACHMENTS

<u>TITLE</u>	<u>DATE</u>	<u># OF PAGES</u>
Revision 1, Statement of Work entitled "Joint Land Attack Cruise Missile Defense Elevated Netted Sensor System (JLENS) Support of Integrated Air Missile Defense (IAMD)" (Added per Modification P00001)	10 Nov 09	4
Contract Data Requirements List (DD Form 1423), Data Item No. A001 through A003, with Data Item Descriptions	28 May 09	9
Contract Security Classification Specification (DD Form 254)		11

(End of Summary of Changes)

000039

Statement of Work (SOW)
Joint Land Attack Cruise Missile Defense Elevated Netted Sensor System (JLENS)
Support of Integrated Air Missile Defense (IAMD)
Revision 1
10 November 2009

1.0 Scope: The purpose of this SOW is to define the requirements for JLENS support of the Army Integrated Air Missile Defense (AIAMD) Mission and is planned as a two-phased, continuous effort. The first phase will generate interface documentation and identify the necessary information to develop a budgetary input for the cost of designing and developing an [REDACTED] for the JLENS side of the [REDACTED]. The second phase will continue the [REDACTED] effort and its interfaces with the [REDACTED] (b)(3)
Phase I will transition to Phase II with the award of the [REDACTED] (based upon the Milestone B decision) and Phase II will end at the [REDACTED] scheduled 5 months after the [REDACTED]

2.0 Applicable Documents: Applicable top level documents are contained in Enclosure (2) to the contract, Document Summary List (DSL), by number, title and date. The document versions specified on the DSL take precedence over the generic references (without revision letters) cited in the SOW.

3.0 Requirements:

3.1 Release of any Government Furnished Information (GFI) developed under this task will be approved by the [REDACTED]. The contractor shall not provide any data generated under this task to [REDACTED] (b)(3)
[REDACTED]. This does not preclude the contractor from exchange of information with other contractor programs outside the scope of the task.

3.2 The contractor shall mark all deliverables with the appropriate data rights legends and shall be handled accordingly. The contractor shall ensure that all data items are prepared, updated, delivered and tracked In Accordance With (IAW) contract requirements. According to paragraph (b) (1) (iv) of the Rights in Technical Data-Noncommercial Items Clauses at Department of Defense Federal Acquisition Regulation Supplement (DFARS) 252.227-7013 and DFARS 252.227-7014 form, fit and function technical data is to be delivered with Unlimited Rights. Any and all costing data associated with this tasking shall be for Government use only and shall not be shared with [REDACTED]. (b)(3)

3.3 GFI: The Government will provide the following as GFI:

1. Draft Government developed Interface Control Document (ICD)

2. [REDACTED] (b)(3)

3. [REDACTED]

000040

4. [REDACTED]

(b)(3)

3.4 Phase 1 [REDACTED]

(b)(3)

3.4.1 Task Set 1 - Develop [REDACTED]: The contractor shall determine if data elements identified in the JLENS to [REDACTED] and applicable [REDACTED] Specification sections are compatible with the JLENS design and support the completion of the JLENS to [REDACTED]

(b)(3)

(b)(3)

- a. Identify any impacts to the JLENS design with respect to the [REDACTED]
- b. Identify any impacts on JLENS logistics. Elements are specifically listed in AR 700-127.
- c. Identify future data and Government Furnished Equipment (GFE) needs associated with [REDACTED]
- d. Schematically identify where it would be most feasible to obtain the desired JLENS mission data as defined by the ICD.
- e. The contractor shall prepare the following deliverables as a requirements of Task Set 1:

(b)(3)

- i. Document the JLENS concept for implementing the applicable [REDACTED] and changes identified in Task 1. This information shall be provided in a report in accordance with DI-MISC-80508 that identifies and describes necessary changes and additions to the host component baseline designs.
- ii. Provide technical support to a Government Round Order of Magnitude (ROM) cost estimate for interface design, fabrication, integration and test of the JLENS to [REDACTED]
- iii. Provide technical support for the technical interchange and status meetings.
- iv. Document the recommended JLENS [REDACTED] in a report in accordance with DI-MISC-80508.
- v. Document all assumptions in the task execution and cost activities in a report in accordance with DI-MISC-80508.
- vi. Report status and expenditure rate monthly in accordance with DI-FNCL-80331.

(b)(3)

(b)(3)

(b)(3)

(b)(3)

3.4.2 In parallel with Specific Task Set 1, the contractor shall execute the following Task Set 2 [REDACTED] to JLENS):

(b)(3)

- a. Perform analysis on potential/real impacts of the [REDACTED] on JLENS.
 - i. Identify [REDACTED] functions that will no longer be used in an [REDACTED]
 - ii. Determine potential operational impacts of [REDACTED] requirements (ex. deployment, top level CONOPS).

(b)(3)

(b)(3)

(b)(3)

000041

- iii. Identify host functions that will be modified but not completely replaced under the [REDACTED].
- iv. Identify new function that will be introduced under the [REDACTED]. (b)(3)

b. The contractor shall prepare and deliver the following deliverables:

- i. Derive and evaluate options to mitigate any JLENS changes caused by the proposed [REDACTED].
- ii. Identify all impacts on logistics elements listed in AR 700-127 caused by the proposed [REDACTED]. (b)(3)
- iii. Recommend proposed JLENS concept for high level IMP/IMS for development, production and deployment in a report in accordance with DI-MISC-80508.
- iv. Document results and recommendations in a report laying out impacts, options considered, Cost as an Independent Variable (CAIV) opportunities and recommendations on [REDACTED] and specifications for JLENS in a report in accordance with DI-MISC-80508. (b)(3)
- v. Document all assumptions and caveats in the task execution and cost activities that affect the costing data in a report in accordance with DI-MISC-80508.
- vi. Provide the results of Task 2 at the Technical Review in accordance with DI-ADMN-81373.

3.4.3 Phase I Milestones: The contractor shall comply with the following Phase I Milestones:

- a. Within one week of contract award, support a Government kick-off meeting with:
 - i. A plan and schedule of activities/milestones whose execution results in documentation of an Interface Data Package that complies with the Government ICD, applicable [REDACTED] Concept of Operations, and draft [REDACTED]. (b)(3)
 - ii. A list of requirements for GFI.
- b. Within 45 days of contract award, provide an end of task report/briefing from both Task Sets 1 and 2 on the compliant host component implementation.
- c. Within 45 days of contract award, complete JLENS contractor cost inputs for [REDACTED] (developed under Task Sets 1 and 2), delivered in contractor format. (b)(3)
- d. Support JLENS final technical review events.

000042

3.5 Phase 2. [REDACTED]

(b)(3)

3.5.1 The contractor shall begin to work with the JLENS Product Office personnel to determine options for maximizing commonality.

- a. Specific [REDACTED] development with focus on design and implementation of the [REDACTED] (b)(3)
- b. Perform trade studies and analysis of [REDACTED] impacts to JLENS. (b)(3)
- c. Support [REDACTED] Reviews and Preparations. (b)(3)
- d. Identify required [REDACTED], software, and testing needed to support the [REDACTED] program. (b)(3)
- e. Identify required documentation needed to support [REDACTED] with [REDACTED] (b)(3)
- f. Determine cost, schedule, and level of effort required for implementation (integration into JLENS systems).
- g. Deliverables:
 - i. Inputs to the [REDACTED] in a report in accordance with DI-MISC-80508. (b)(3)
 - ii. Review and provide first-order assessment of JLENS integration and test impacts to the [REDACTED] in a report in accordance with DI-MISC-80508. (b)(3)
 - iii. Cost and Schedule Estimate for JLENS and its [REDACTED] and testing with [REDACTED] required through [REDACTED] program in a report in accordance with DI-MISC-80508. (b)(3)
 - iv. Required GFE and Delivery Schedule in a report in accordance with DI-MISC-80508. (b)(3)

3.5.2 The contractor shall, at the [REDACTED] provide an [REDACTED]

(b)(3)

000043

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE U	PAGE OF PAGES 1 3
2. AMENDMENT/MODIFICATION NO. P00001		3. EFFECTIVE DATE 04-Feb-2010	4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If applicable)
6. ISSUED BY USASM/DC/ARSTRAT SMDC-RDC PO BOX 1500 HUNTSVILLE AL 35807-3801		CODE W9113M	7. ADMINISTERED BY (If other than item 6) DCMA RAYTHEON 50 APPLE HILL DRIVE M/S T2FR2 TEWKSBURY MA 01876		CODE S2205A
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) RAYTHEON COMPANY 350 LOWELL ST ANDOVER MA 01810-4400				9A. AMENDMENT OF SOLICITATION NO.	
				9B. DATED (SEE ITEM 11)	
				X 10A. MOD. OF CONTRACT/ORDER NO. W9113M-09-C-0202	
				X 10B. DATED (SEE ITEM 13) 14-Jul-2009	
CODE 05716		FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).					
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:					
X D. OTHER (Specify type of modification and authority) UNILATERAL: FAR 52.232-22, "Limitation of Funds"					
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: [REDACTED] To provide incremental funding in the amount of \$438,697 to fully fund CLINs 0001 and 0002.					
(b)(6)(b)(7)(C)					
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.					
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)		
			TEL: [REDACTED] EMAIL: [REDACTED] (b)(6) (b)(7)(C)		
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED	16B. UNITED STATES OF AMERICA		16C. DATE SIGNED
(Signature of person authorized to sign)			BY: [REDACTED] (Signature of Contracting Officer)		04-Feb-2010

EXCEPTION TO SF 30

30-105-04

STANDARD FORM 30 (Rev. 10-83)

000044

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION B - SUPPLIES OR SERVICES AND PRICES

SUBCLIN 000101 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000101	Funding for CLIN 0001 CPFF FOB: Destination				
	ACRN AB				\$438,697.00
	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 \$438,697.00 from \$504,834.00 to \$943,531.00.

SUBCLIN 000101:

Funding on SUBCLIN 000101 is initiated as follows:

ACRN: AB

CIN: 00000000000000000000000000000000

Acctng Data: 21 0 2040 0000 5L 5L57 643327S345L 255Y S01021 04NS34/4N0AM0124N/4N0000

Increase: \$438,697.00



Total: \$438,697.00

The following have been modified:

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

000045

CLINs 0001 and 0002:

(1) Amount Required for Full Funding, Including Fee(s):	\$943,531
(2) Amount Allotted Under the LOF Clause for Payment of Costs:	 (b)(4)
(3) Amount Separately Obligated for Payment of Fee:	
(4) Total Amount Allotted and Obligated:	\$943,531
(5) Net Amount Required for Full Funding:	\$ 0

(End of Summary of Changes)

000046

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT RECORD U	2. FISCAL YEAR 1 2 3
2. AMENDMENT/MODIFICATION NUMBER P00002		3. EFFECTIVE DATE 18 JUN 10		4. REQUEST FOR PROPOSAL NO. (If any)	
5. ISSUED BY USAMC/INSTRAY WALD/RSC PO BOX 150 HUNTSVILLE AL 35891-3501		6. CODE W9113M		7. ADMINISTERED BY (If other than item 5) DARR RAYTHEON SHARREN CLERKE MUS TIFR1 NEWARK MA 02829	
8. NAME AND ADDRESS OF CONTRACTOR (Firm, 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 W9113M-09-C-0202	
				X 10B. DATED (SEE ITEM 13) 14-Jul-2009	
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 offers: <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).					
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF FAR 52.232-22, "Limitation of Funds" and Mutual Agreement					
D. OTHER (Specify type of modification and authority)					
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible) Modification Control Number: [REDACTED] To revise the Statement of Work and to decrease funding and contract value in the amount of \$469,578 for effort no longer required. (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 SIGNED (Type or print) [REDACTED]		15B. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) [REDACTED]		(b)(6)	
15C. DATE SIGNED 18 JUN 2010		15D. UNITED STATES OF AMERICA [REDACTED] (Signature of Contracting Officer)		15E. DATE SIGNED 18 Jun 10	

EXCEPTION TO SF 30
APPROVED BY OIRM 11-84

10-103-01

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

000047

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION A - SOLICITATION/CONTRACT FORM

The total cost of this contract was decreased by \$469,576.00 from \$943,531.00 to \$473,955.00.

SECTION B - SUPPLIES OR SERVICES AND PRICES

CLIN 0001

The estimated/max cost has decreased by [REDACTED] from [REDACTED]
The fixed fee has decreased by [REDACTED] from [REDACTED]
The total cost of this line item has decreased by \$469,576.00 from \$943,531.00 to \$473,955.00.

(b)(4)

SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was decreased by \$469,576.00 from \$943,531.00 to \$473,955.00.

CLIN 0001:

AA: 21 9 2040 0000 5L 5L57 643327S345L 255Y S01021 94NS34/4N91AM354N/4N0000 (CIN 00000000000000000000000000000000) was decreased by \$30,879.00 from \$504,834.00 to \$473,955.00

SUBCLIN 000101:

AB: 21 0 2040 0000 5L 5L57 643327S345L 255Y S01021 04NS34/4N0AM0124N/4N0000 (CIN 00000000000000000000000000000000) was decreased by \$438,697.00 from \$438,697.00 to \$0.00

The following have been modified:

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

CLINs 0001 and 0002:

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

\$473,955

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

[REDACTED] (b)(4)

000048

(3) Amount Separately Obligated for Payment of Fee:	[REDACTED] (b)(4)
(4) Total Amount Allotted and Obligated:	\$473,955
(5) Net Amount Required for Full Funding:	\$ 0

SECTION J - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

The following have been modified:

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

<u>TITLE</u>	<u>DATE</u>	<u># OF PAGES</u>
Revision 1, Statement of Work entitled "Joint Land Attack Cruise Missile Defense Elevated Netted Sensor System (JLENS) Support of Integrated Air Missile Defense (IAMD)" (Added per Modification P00001)	10 Nov 09	4
Revision 2, Statement of Work entitled "Joint Land Attack Cruise Missile Defense Elevated Netted Sensor System (JLENS) Support of Integrated Air Missile Defense (IAMD)" (Added per Modification P00002)	16 Jun 10	4
Contract Data Requirements List (DD Form 1423), Data Item No. A001 through A003, with Data Item Descriptions	28 May 09	9
Contract Security Classification Specification (DD Form 254)		11

(End of Summary of Changes)

000049

Revision 2, Statement of Work (SOW)
Joint Land Attack Cruise Missile Defense Elevated Netted Sensor System (JLENS)
Support of Integrated Air Missile Defense (IAMD)
16 June 2010

1.0 Scope: The purpose of this SOW is to define the requirements for JLENS support of the Army Integrated Air Missile Defense (AIAMD) Mission and is planned as a two-phased, continuous effort. The first phase will generate interface documentation and identify the necessary information to develop a budgetary input for the cost of designing and developing an [REDACTED] for the JLENS side of the [REDACTED]. The second phase will continue the [REDACTED] effort and its interfaces with the [REDACTED]. (b)(3)
Phase I will transition to Phase II with the award of the [REDACTED] contract (based upon the Milestone B decision) and Phase II will end at the [REDACTED] scheduled 5 months after the [REDACTED].

2.0 Applicable Documents: Applicable top level documents are contained in Enclosure (2) to the contract, Document Summary List (DSL), by number, title and date. The document versions specified on the DSL take precedence over the generic references (without revision letters) cited in the SOW.

3.0 Requirements:

3.1 Release of any Government Furnished Information (GFI) developed under this task will be approved by the [REDACTED]. The contractor shall not provide any data generated under this task to either [REDACTED]. This does not preclude the contractor from exchange of information with other contractor programs outside the scope of the task. (b)(3)

3.2 The contractor shall mark all deliverables with the appropriate data rights legends and shall be handled accordingly. The contractor shall ensure that all data items are prepared, updated, delivered and tracked In Accordance With (IAW) contract requirements. According to paragraph (b) (1) (iv) of the Rights in Technical Data-Noncommercial Items Clauses at Department of Defense Federal Acquisition Regulation Supplement (DFARS) 252.227-7013 and DFARS 252.227-7014 form, fit and function technical data is to be delivered with Unlimited Rights. Any and all costing data associated with this tasking shall be for Government use only and shall not be shared (b)(3) with [REDACTED].

3.3 GFI: The Government will provide the following as GFI:

1. Draft Government developed Interface Control Document (ICD)
2. [REDACTED]
3. [REDACTED] (b)(3)
4. [REDACTED]

000050

3.4 Phase 1 [REDACTED]

(b)(3)

3.4.1 Task Set 1 - Develop [REDACTED] The contractor shall determine if data elements identified in the JLENS to [REDACTED] sections are compatible with the JLENS design and support the completion of the JLENS to [REDACTED]

(b)(3)

- a. Identify any impacts to the JLENS design with respect to the [REDACTED]
- b. Identify any impacts on JLENS logistics. Elements are specifically listed in AR 700-127.
- c. Identify future data and Government Furnished Equipment (GFE) needs associated with [REDACTED]
- d. Schematically identify where it would be most feasible to obtain the desired JLENS mission data as defined by the ICD.
- e. The contractor shall prepare the following deliverables as a requirements of Task Set 1:

(b)(3)

- i. Document the JLENS concept for implementing the applicable [REDACTED] ICD and changes identified in Task 1. This information shall be provided in a report in accordance with DI-MISC-80508 that identifies and describes necessary changes and additions to the host component baseline designs.
- ii. Provide technical support to a Government Round Order of Magnitude (ROM) cost estimate for interface design, fabrication, integration and test of the JLENS to [REDACTED]
- iii. Provide technical support for the technical interchange and status meetings.
- iv. Document the recommended [REDACTED] in a report in accordance with DI-MISC-80508.
- v. Document all assumptions in the task execution and cost activities in a report in accordance with DI-MISC-80508.
- vi. Report status and expenditure rate monthly in accordance with DI-FNCL-80331.

(b)(3)

(b)(3)

(b)(3)

3.4.2 In parallel with Specific Task Set 1, the contractor shall execute the following Task Set 2 [REDACTED] Impact to JLENS):

- a. Perform analysis on potential/real impacts of the [REDACTED] on JLENS.
 - i. Identify [REDACTED] system functions that will no longer be used in an [REDACTED]
 - ii. Determine potential operational impacts of [REDACTED] requirements (ex. deployment, top level CONOPS).

(b)(3)

(b)(3)

000051

- iii. Identify host functions that will be modified but not completely replaced under the [REDACTED].
- iv. Identify new function that will be introduced under the [REDACTED] (b)(3)

b. The contractor shall prepare and deliver the following deliverables:

- i. Derive and evaluate options to mitigate any JLENS changes caused by the proposed [REDACTED].
- ii. Identify all impacts on logistics elements listed in AR 700-127 caused by the proposed [REDACTED] [REDACTED] (b)(3)
- iii. Recommend proposed JLENS concept for high level IMP/TMS for development, production and deployment in a report in accordance with DI-MISC-80508.
- iv. Document results and recommendations in a report laying out impacts, options considered, Cost as an Independent Variable (CAIV) opportunities and recommendations on [REDACTED] and specifications for JLENS in a report in accordance with DI-MISC-80508. (b)(3)
- v. Document all assumptions and caveats in the task execution and cost activities that affect the costing data in a report in accordance with DI-MISC-80508.
- vi. Provide the results of Task 2 at the Technical Review in accordance with DI-ADMN-81373.

3.4.3 Phase I Milestones: The contractor shall comply with the following Phase I Milestones:

- a. Within one week of contract award, support a Government kick-off meeting with:
 - i. A plan and schedule of activities/milestones whose execution results in documentation of an Interface Data Package that complies with the Government ICD, applicable [REDACTED] Concept of Operations, and draft [REDACTED]. (b)(3)
 - ii. A list of requirements for GFI.
- b. Within 45 days of contract award, provide an end of task report/briefing from both Task Sets 1 and 2 on the compliant host component implementation.
- c. Within 45 days of contract award, complete JLENS contractor cost inputs for [REDACTED] (developed under Task Sets 1 and 2), delivered in contractor format. (b)(3)
- d. Support JLENS final technical review events.

000052

3.5 Phase 2. [REDACTED]

(b)(3)

3.5.1 The contractor shall begin to work with the JLENS Product Office personnel to determine options for maximizing commonality.

(b)(3)

- a. Initiate [REDACTED] development with focus on design and implementation of the [REDACTED]
- b. Initiate trade studies and analysis of [REDACTED] and [REDACTED] to JLENS.
- c. Support [REDACTED] and Preparations.
- d. Initiate efforts to identify required [REDACTED] software, and testing needed to support the [REDACTED]
- e. Initiate efforts to identify required documentation needed to support [REDACTED]

(b)(3)

(b)(3)

(b)(3)

(b)(3)

(b)(3)

(b)(3)

000053

AWARD/CONTRACT		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING	PAGE OF PAGES 1 28
2. CONTRACT (Proc. Inv. Ident.) NO. W9113M-12-C-0005		3. EFFECTIVE DATE 09 NOV 11		4. REQUISITION/PURCHASE REQUEST/PROJECT NO.	
5. ISSUED BY USASMD/ARSTRAT SMDG-RDC PO BOX 1500 HUNTSVILLE AL 35807-3801		CODE WB113M	6. ADMINISTERED BY (If other than Item 5) DCMA RAYTHEON 50 APPLEHILL DRIVE M/S T2FR2 TEWKSBURY MA 01876		CODE S2206A

7. NAME AND ADDRESS OF CONTRACTOR (Name, street, city, county, state and zip code) RAYTHEON COMPANY 380 LOWELL ST ANDOVER MA 01810-4400		8. DELIVERY [] FOB ORIGIN [X] OTHER (See below)	
		9. DISCOUNT FOR PROMPT PAYMENT	
		10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN:	

CODE 05716	FACILITY CODE
11. SHIP TO/MARK FOR LEVER PROJECT OFFICE EDGEBURY SPARKMAN CENTER REDSTONE ARSENAL AL 35898-9000	CODE WB15UN
12. PAYMENT WILL BE MADE BY OFAS-COLUMBUS CENTER NORTH ENTITLEMENT OPERATIONS PO BOX 182265 COLUMBUS OH 43218-2265	

13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: [] 10 U.S.C. 2304(c)() [] 41 U.S.C. 253(c)()	14. ACCOUNTING AND APPROPRIATION DATA See Schedule
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15A. ITEM NO.	15B. SUPPLIES/ SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
SEE SCHEDULE					

15G. TOTAL AMOUNT OF CONTRACT **\$9,495,200.00**

16. TABLE OF CONTENTS							
(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
X	A	SOLICITATION/ CONTRACT FORM	1 - 2	X	I	CONTRACT CLAUSES	15 - 27
X	B	SUPPLIES OR SERVICES AND PRICES/ COSTS	3 - 4	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS			
	C	DESCRIPTION/ SPECS/ WORK STATEMENT		X	J	LIST OF ATTACHMENTS	28
	D	PACKAGING AND MARKING		PART IV - REPRESENTATIONS AND INSTRUCTIONS			
X	E	INSPECTION AND ACCEPTANCE	5		K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	
X	F	DELIVERIES OR PERFORMANCE	6		L	INSTRS. CONDS. AND NOTICES TO OFFERORS	
X	G	CONTRACT ADMINISTRATION DATA	7 - 10		M	EVALUATION FACTORS FOR AWARD	
X	H	SPECIAL CONTRACT REQUIREMENTS	11 - 14				

CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE

17. [] CONTRACTOR'S NEGOTIATED AGREEMENT Contractor is required to sign this document and return (copies to issuing office). Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications as are attached or incorporated by reference herein. (Attachments are listed herein.)	18. [] AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number: _____ including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award constitutes the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award contract. No further contractual document is necessary.
--	---

19A. NAME AND TITLE OF SIGNER (Type or print) [REDACTED]		20A. NAME OF CONTRACTING OFFICER [REDACTED]	
19B. NAME OF CONTRACTOR [REDACTED]		20B. UNITED STATES OF AMERICA [REDACTED]	
19C. DATE SIGNED 11/4/2011		20C. DATE SIGNED 9 NOV 11	

Section A - Solicitation/Contract Form

CLAUSES INCORPORATED BY FULL TEXT

LETTER CONTRACT

- a. This document constitutes a contract on the terms and conditions set forth herein and signifies the intention of the U.S. Army Space and Missile Defense Command/Army Forces Strategic Command (USASMDC/ARSTRAT) to execute a formal cost-plus-fixed-fee type contract for the performance of the effort as set forth herein.
- b. In accordance with Federal Acquisition Regulation (FAR) Clause 52.216-23 entitled "Execution and Commencement of Work," you are directed to proceed immediately to commence performance of the work, and to pursue such work with all diligence to the end that the effort may be performed within the time specified in Section F hereof. You are reminded that, pending definitization, the maximum liability of the Government is as stated in FAR Clause 52.216-24, "Limitation of Government Liability," incorporated in full text in Section I herein.
- c. In accordance with Defense FAR Supplement (DFARS) 252.217-7027 entitled "Contract Definitization," you shall submit a cost-plus-fixed-fee proposal for the effort covered by this document within forty-five (45) days from the effective date of this letter contract. Your proposal should be supported by a cost breakdown reflecting the factors outlined in FAR 15.408, Table 15-2, "Instructions for Submitting Cost/Price Proposals when Cost or Pricing Data are Required," and such other information as may be specified herein. A Certificate of Current Cost or Pricing Data shall be submitted upon agreement on contract price.
- d. The definitive contract resulting from this undefinitized action shall not exceed \$9,495,200, inclusive of cost and fee. Based on the spend plan provided by the contractor, funds currently obligated to the contract equate to \$1,643,400 which is seventeen percent (17%) of the CLIN 0001 NTE value. If necessary, the obligated amount may be increased to \$4,652,648, which is forty-nine percent (49%) of the CLIN 0001 NTE, prior to receipt of a proposal and to \$7,121,400 which is seventy-five percent (75%) of the CLIN 0001 NTE value, once a qualifying proposal is received.
- e. Please indicate your acceptance of the foregoing by signing the attached Standard Form 26 and returning it with all supporting documentation to the issuing office.
- f. This contract is entered into pursuant to 10 U.S.C. 2304(c)(1) and any required justification and approval has been executed.

000002

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	JLENS Risk Reduction Program (RRP) Study CPFF FOB: Destination				
				ESTIMATED COST	TBD
				FIXED FEE	TBD
				TOTAL EST COST + FEE	<u>\$9,495,200.00</u>

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000101	Funding for CLIN 0001 CPFF FOB: Destination				
				ESTIMATED COST	TBD
				FIXED FEE	TBD
				TOTAL EST COST + FEE	<u>\$1,643,400.00</u>
	ACRN AA				\$1,643,400.00
	CIN: 00000000000000000000000000000000				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	Contract Data Requirements List				NSP
	A001 through A018				
	FOB: Destination				

000003

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	Manpower Reporting				NSP
	Manpower reporting as specified in Section H clause entitled, "Manpower Reporting"				
	FOB: Destination				

CLAUSES INCORPORATED BY FULL TEXT

LEVEL OF EFFORT:

a. In the performance of CLINs 0001/0002 of this contract, the contractor shall provide direct productive person hours (DPPH) level of effort, as set forth below, within the time period as set forth in Section F-1 hereof:

LABOR CATEGORY

DIRECT PRODUCTIVE PERSON HOURS LEVEL OF EFFORT

Engineering and Support, CLINs 0001/0002

TBD

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 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.

000004

Section E - Inspection and Acceptance

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
000101	N/A	N/A	N/A	N/A
0002	Destination	Government	Destination	Government
0003	Destination	Government	Destination	Government

CLAUSES INCORPORATED BY FULL TEXTINSPECTION AND ACCEPTANCE

The contractor shall forward, from Wide Area Work Flow (WAWF), an e-mail to the Contracting Officer Representative/Contracting Officer Technical Representative (COR/COTR) each invoice/voucher submitted for inspection/acceptance. Contact information for the COR/COTR is as follows:

Name: [REDACTED]

E-mail Address: [REDACTED]

Telephone Number: [REDACTED]

(b)(6)

000005

Section F - Deliveries or Performance

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 09-NOV-2011 TO 08-NOV-2012	N/A	JLENS PROJECT OFFICE [REDACTED] BLDG 5308 SPARKMAN CENTER REDSTONE ARSENAL AL 35898-5000 [REDACTED] FOB: Destination	W91EUN (b)(6)
000101	N/A	N/A	N/A	N/A
0002	POP 09-NOV-2011 TO 08-NOV-2012	N/A	JLENS PROJECT OFFICE [REDACTED] BLDG 5308 SPARKMAN CENTER REDSTONE ARSENAL AL 35898-5000 [REDACTED] FOB: Destination	W91EUN (b)(6)
0003	POP 09-NOV-2011 TO 08-NOV-2012	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W91EUN

CLAUSES INCORPORATED BY REFERENCE

52.242-15 Alt I Stop-Work Order (Aug 1989) - Alternate I APR 1984

CLAUSES INCORPORATED BY FULL TEXT

The contractor shall provide all level of effort, material/equipment, data/software, and reports required by CLINs 0001/0002 within twelve (12) months after the effective date of the contract.

000006

Section G - Contract Administration Data

ACCOUNTING AND APPROPRIATION DATA

AA: 21 2 2040 5L 5L68 P172419E555L 255Y 4M2J710200 S01021 4M2J710200/24MJLE/4M5
 AMOUNT: \$1,643,400.00
 CIN 000000000000000000000000000000: \$1,643,400.00

CLAUSES INCORPORATED BY FULL TEXT

INVOICING INSTRUCTIONS

a. The contractor shall submit payment request electronically in accordance with DFARS 252.232-7003 utilizing Wide Area Work Flow (WAWF). The WAWF application allows DOD vendors to submit and track invoices and receipt/acceptance documents electronically. The contractor shall register with WAWF at <https://wawf.eb.mil> and ensure an electronic business point of contract (POC) is designated in the Central Contractor Registration site at <http://www.ccr.gov> within ten (10) days after award of this contract. Payments made under this contract shall be via Electronic Funds Transfer (EFT) and shall be based on the EFT information contained in the Central Contractor Registration (CCR) database. The contractor shall ensure that its EFT information in the CCR database remains current and correct.

b. Multiple pricing structures may be utilized for this contract or, if a task ordering contract, for individual task orders issued thereunder. In order to ensure the successful flow of WAWF documents, the type of payment request submitted shall be based on the following as applicable:

 Invoice and Receiving Report (COMBO): applicable to Firm-Fixed-Price (FFP) contracts/task orders that include the delivery of supplies/hardware.

 Invoice as 2-in-1: applicable to Labor Hour and FFP contracts/task orders for services only.

 X **Cost Voucher:** applicable to Time and Material (T&M) and Cost-Reimbursement type contracts/task orders.

 Construction Invoice: applicable to contracts/task orders for construction.

c. WAWF requires the following data for each payment request: *(To be provided by the Government. If a task ordering contract, each awarded task order shall identify this information)*

Contract/Task Order Data

Contractor CAGE Code: 05716
 Issue by DODAAC: W9113M
 Admin by DODAAC: S2205A
 Inspect by DODAAC: W91EUN
 Accept by DODAAC: W91EUN
 Ship to DODAAC: W91EUN
 Payment by DODAAC: HQ0337

000007

Email Points of Contact Listing

Inspector: [REDACTED]
 Acceptor: [REDACTED]
 Contracting Specialist: [REDACTED]
 Contracting Officer: [REDACTED]
 Contracting Officer's Technical Representative: [REDACTED]

(b)(6)

d. Questions concerning payments shall be directed to the Defense Finance and Accounting Service (DFAS). The appropriate DFAS office is identified in the "PAYMENT WILL BE MADE BY" block on the contract award coversheet. Please have your contract and, if applicable, task order number ready when calling about payments. Payment and receipt information may be accessed using the DFAS web site MyInvoice. MyInvoice is a web-based application developed specifically for contractors/vendors and Government/ Military employees to obtain invoice status. It is an interactive web-based system, accessible 24/7. Users must allow pop-up messages within this system. Your contract and, if applicable, task order number or invoice number will be required to inquire about the status of your payment. For additional information, see the MyInvoice website at <https://myinvoice.csd.disa.mil/> or visit <http://www.dfas.mil/contractorpay/electroniccommerce/myinvoice.html>.

e. The contractor may submit requests for payment through WAWF not more often than once every 2 weeks

f. For Labor Hour and T&M contracts/task orders, payment requests for labor shall be based on the total labor hours/DPPH expended thereunder for the applicable billing period. These labor charges shall be derived by applying the total hours expended for each labor category multiplied by the applicable fixed-labor rates specified in the contract/task order. Labor charges for cost-reimbursement contracts/task orders shall be based on the total hours expended for each labor category multiplied by actual direct labor rates plus applicable indirect burdens and fee. Travel and ODC/material under T&M and Cost-Reimbursement type contracts/task orders shall be billed at actual costs. For each payment request, the contractor shall attach/upload into WAWF sufficient documentation as to how the billed amounts were derived/calculated.

g. For Firm-Fixed-Price contracts/task orders, payments on the total contract price (excluding any unexercised options) may be requested in equal monthly (or bi-weekly if a small business) amounts calculated over the life of the contract/task order unless alternative payment schedules (e.g., performance-based payments) are specified elsewhere in the contract, or if applicable, in individual task orders.

h. For each payment request, the contractor shall maintain sufficient documentation to substantiate the submitted charges. Such documentation shall include evidence of actual expenditures/payment such as individual daily job timecards, subcontractor/vendor invoices and payment receipts, or other substantiation specified by the Contracting Officer. Such data shall be maintained and readily available for audit purposes, but shall not be included with the WAWF submission. The contractor shall provide such documentation within 7 days of request by the Procuring Contracting Officer, Administrative Contracting Officer, or DCAA auditor.

i. The contractor shall ensure that each payment request submitted in WAWF denotes that the Contracting Officer and Contract Specialist will receive a copy of the payment request notice.

j. Except for FFP contracts/task orders, the contractor and each assignee under an assignment entered into under this contract or, if applicable, an individual task order and in effect at the time of final payment on this contract or, if applicable, an individual task order issued under this contract, shall execute and deliver, at the time of and as a condition precedent to, any final payment thereunder, a release discharging the Government, its officers, agents, and employees, of and from all liabilities, obligations, and claims arising out of, or under, the specific contract/task order. These closing documents shall be submitted with the final payment request.

000008

k. The contractor shall submit final payment requests for Labor Hour and FFP contracts/task orders within 120 days (or longer if approved in writing by the Contracting Officer) after contract/order completion. For T&M or Cost-Reimbursement type contracts/task orders, the contractor shall prepare a final payment request within 120 days (or longer if approved in writing by the Contracting Officer) after settlement of the final annual indirect cost rates to reflect the settled amounts and rates for the performance period covered. The cognizant DCAA shall perform a final audit on the contractor's final payment request to determine allowable costs. The Administrative Contracting Officer may utilize the cumulative allowable worksheets included with the DCAA incurred cost audit reports in lieu of requesting DCAA to perform the final closeout audit to determine the final costs on the cost reimbursable portions of the contract/task order.

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

CONTRACTING ACTIVITY REPRESENTATIVES:

	Contractual Matters	Technical Matters
NAME:	[REDACTED]	[REDACTED]
ORGANIZATION CODE:	SMDC-RDC-BB	SFAE-MSLS-CMDS-JLN
TELEPHONE NUMBERS:	[REDACTED]	[REDACTED]
COMMERCIAL:	[REDACTED]	[REDACTED]
DEFENSE SWITCHED NETWORK (DSN):	[REDACTED]	[REDACTED]
EMAIL:	[REDACTED]	[REDACTED]

(b)(6)

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

CLINs 0001/0002:

- | | |
|---|-------------|
| (1) Amount Required for Full Funding,
Including Fee(s): | TBD |
| (2) Amount Allotted Under the LOF Clause
for Payment of Costs: | TBD |
| (3) Amount Separately Obligated for
Payment of Fee: | TBD |
| (4) Total Amount Allotted and Obligated: | \$1,643,400 |

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(5) Net Amount Required for Full Funding:

TBD

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Section H - Special Contract Requirements

CLAUSES INCORPORATED BY FULL TEXT

PUBLIC RELEASE OF INFORMATION:

a. In accordance with DFARS 252.204-7000, Disclosure of Information, The Contractor shall not release to anyone outside the Contractor's organization any unclassified information, regardless of medium (e.g., film, tape, document), pertaining to any part of this contract or any program related to this contract, unless the Contractor has written approval or the information is otherwise in the public domain before the date of release.

b. Requests for approval shall identify the specific information to be released, the medium to be used, and the purpose for the release. The Contractor shall submit its request to the Contracting Officer Technical Representative (COTR) noted in the contract, Section H, at least 45 days before the proposed date for release. All material to be cleared shall be sent by certified mail/return receipt requested to:

Department of the Army, Program Executive Office, Missiles and Space
ATTN: JLENS Product Office [REDACTED]
Building 5308, Sparkman Center
Redstone Arsenal, AL 35898-5000

(b)(6)

c. The COTR shall process the request in accordance with SMDC form 614-R.

d. If there is no response within 30 days, the Contractor shall resubmit the request to:

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

e. The Contractor agrees to include a similar requirement in each subcontract under this contract. Subcontractors shall submit requests for authorization to release through the prime contractor.

DISTRIBUTION CONTROL OF TECHNICAL INFORMATION:

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

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

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

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

000011

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

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

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

(3) DESTRUCTION NOTICE - For classified documents, follow the procedures in DOD 5220.22-M, National Industrial Security Program Operating Manual (NISPOM), Chapter 5, Section 7, or DOD 5200.1-R, Information Security Program Regulation, Chapter IX. For unclassified, limited documents, destroy by any method that will prevent disclosure of contents or reconstruction of the document.

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

d. Peer-reviewed publications and student theses generated as a result of work performed under this contract requires a 90-day publication delay period. Peer-reviewed publications and student theses must be submitted to the Government technical representative for review and comment at least 90 days prior to the date of any proposed presentation.

TECHNICAL COGNIZANCE AND TECHNICAL DIRECTION:

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

Name

Office symbol

Phone Number

██████████

██████████

██████████

(b)(6)

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

000012

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

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

- a. Workman's Compensation and Employers' Liability Insurance: Compliance with applicable workmen's compensation and occupational disease statutes is required. Employers' liability coverage in the minimum amount of \$100,000 is required.
- b. General Liability Insurance: Bodily injury liability insurance, in the minimum limits of \$500,000 per occurrence, is required on the comprehensive form of policy; however, property damage liability insurance is not required.
- c. Automobile Liability Insurance: This insurance is required on the comprehensive form of policy and shall provide bodily injury liability and property damage liability covering the operation of all automobiles used in connection with the performance of the contract. At least the minimum limits of \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage is required.

MANPOWER REPORTING: The Office of the Assistant Secretary of the Army (Manpower & Reserve Affairs) operates and maintains a secure Army data collection site where the contractor will report ALL contractor manpower (including subcontractor manpower) required for performance of this contract. The contractor is required to completely fill in all the information in the format using the following web address: <https://cmra.army.mil/>. The required information includes: (1) Contracting Office, Contracting Officer, Contracting Officer's Technical Representative; (2) Contract number, including task and delivery order number; (3) Beginning and ending dates covered by reporting period; (4) Contractor name, address, phone number, e-mail address, identity of contractor employee entering data; (5) Estimated direct labor hours (including sub-contractors); (6) Estimated direct labor dollars paid this reporting period (including sub-contractors); (7) Total payments (including sub-contractors); (8) Predominant Federal Service Code (FSC) reflecting services provided by contractor (and separate predominant FSC for each sub-contractor if different); (9) Estimated data collection cost; (10) Organizational title associated with the Unit Identification Code (UIC) for the Army Requiring Activity (the Army Requiring Activity is responsible for providing the contractor with its UIC for the purposes of reporting this information); (11) Locations where contractor and sub-contractors perform the work (specified by zip code in the United States and nearest city, country, when in an overseas location, using standardized nomenclature provided on website); (12) Presence of deployment of contingency contract language; and (13) Number of contractor and sub-contractor employees deployed in theater this reporting period (by country). As part of its submission, the contractor will also provide the estimated total cost (if any) incurred to comply with this reporting requirement. Reporting period will be the period of performance not to exceed 12 months ending 30 September of each government fiscal year and must be reported by 31 October of each calendar year. Contractors may use a direct XML data transfer to the database server or fill in the fields on the website. The XML direct transfer is a format for transferring files from a contractor's systems to the secure web site

without the need for separate data entries for each required data element at the web site. The specific formats for the XML direct transfer may be downloaded from the web site."

000014

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JUL 2004
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	SEP 2006
52.203-7	Anti-Kickback Procedures	OCT 2010
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	OCT 2010
52.203-13	Contractor Code of Business Ethics and Conduct	APR 2010
52.204-2	Security Requirements	AUG 1996
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	MAY 2011
52.204-6	Data Universal Numbering System (DUNS) Number	APR 2008
52.204-7	Central Contractor Registration	APR 2008
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	JUL 2010
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	DEC 2010
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters	JAN 2011
52.211-15	Defense Priority And Allocation Requirements	APR 2008
52.215-2	Audit and Records--Negotiation	OCT 2010
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-10	Price Reduction for Defective Certified Cost or Pricing Data	AUG 2011
52.215-12	Subcontractor Certified Cost or Pricing Data	OCT 2010
52.215-14 Alt I	Integrity of Unit Prices (Oct 2010) - Alternate I	OCT 1997
52.215-15	Pension Adjustments and Asset Reversions	OCT 2010
52.215-17	Waiver of Facilities Capital Cost of Money	OCT 1997
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions	JUL 2005
52.215-19	Notification of Ownership Changes	OCT 1997
52.215-21	Requirements for Certified Cost or Pricing Data or Information Other Than Certified Cost or Pricing Data--Modifications	OCT 2010
52.215-23	Limitations on Pass-Through Charges	OCT 2009
52.216-7	Allowable Cost And Payment	JUN 2011
52.216-8	Fixed Fee	JUN 2011
52.216-26	Payments Of Allowable Costs Before Definitization	DEC 2002
52.219-8	Utilization of Small Business Concerns	JAN 2011
52.219-28	Post-Award Small Business Program Rerepresentation	APR 2009
52.222-3	Convict Labor	JUN 2003
52.222-19	Child Labor -- Cooperation with Authorities and Remedies	JUL 2010
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	MAR 2007
52.222-35	Equal Opportunity for Veterans	SEP 2010
52.222-36	Affirmative Action For Workers With Disabilities	OCT 2010

000015

52.222-37	Employment Reports on Veterans	SEP 2010
52.222-40	Notification of Employee Rights Under the National Labor Relations Act	DEC 2010
52.222-50	Combating Trafficking in Persons	FEB 2009
52.222-54	Employment Eligibility Verification	JAN 2009
52.223-6	Drug-Free Workplace	MAY 2001
52.223-18	Encouraging Contractor Policies To Ban Text Messaging While Driving	AUG 2011
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.225-25	Prohibition on Engaging in Sanctioned Activities Relating to Iran--Certification.	SEP 2010
52.227-1	Authorization and Consent	DEC 2007
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	DEC 2007
52.227-3	Patent Indemnity	APR 1984
52.227-10	Filing Of Patent Applications--Classified Subject Matter	DEC 2007
52.227-11	Patent Rights--Ownership By The Contractor	DEC 2007
52.228-7	Insurance--Liability To Third Persons	MAR 1996
52.230-2	Cost Accounting Standards	OCT 2010
52.230-3	Disclosure And Consistency Of Cost Accounting Practices	OCT 2008
52.230-6	Administration of Cost Accounting Standards	JUN 2010
52.232-9	Limitation On Withholding Of Payments	APR 1984
52.232-17	Interest	OCT 2010
52.232-22	Limitation Of Funds	APR 1984
52.232-23 Alt I	Assignment of Claims (Jan 1986) - Alternate I	APR 1984
52.232-25 Alt I	Prompt Payment (Oct 2008) Alternate I	FEB 2002
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	OCT 2003
52.233-1	Disputes	JUL 2002
52.233-3 Alt I	Protest After Award (Aug 1996) - Alternate I	JUN 1985
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.242-1	Notice of Intent to Disallow Costs	APR 1984
52.242-3	Penalties for Unallowable Costs	MAY 2001
52.242-4	Certification of Final Indirect Costs	JAN 1997
52.242-13	Bankruptcy	JUL 1995
52.243-2 Alt V	Changes--Cost-Reimbursement (Aug 1987) - Alternate V	APR 1984
52.244-5	Competition In Subcontracting	DEC 1996
52.244-6	Subcontracts for Commercial Items	DEC 2010
52.245-1	Government Property	AUG 2010
52.245-9	Use And Charges	AUG 2010
52.249-6	Termination (Cost Reimbursement)	MAY 2004
52.249-14	Excusable Delays	APR 1984
52.251-1	Government Supply Sources	AUG 2010
52.253-1	Computer Generated Forms	JAN 1991
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	DEC 2008
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	JAN 2009
252.203-7003	Agency Office of the Inspector General	SEP 2010
252.204-7000	Disclosure Of Information	DEC 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004 Alt A	Central Contractor Registration Alternate A	SEP 2007

000016

252.204-7005	Oral Attestation of Security Responsibilities	NOV 2001
252.204-7008	Export-Controlled Items	APR 2010
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	DEC 2006
252.211-7007	Reporting of Government-Furnished Equipment in the DoD Item Unique Identification (IUID) Registry	NOV 2008
252.211-7008	Use of Government-Assigned Serial Numbers	SEP 2010
252.215-7000	Pricing Adjustments	DEC 1991
252.215-7002	Cost Estimating System Requirements	MAY 2011
252.219-7004	Small Business Subcontracting Plan (Test Program)	JAN 2011
252.223-7004	Drug Free Work Force	SEP 1988
252.225-7005	Identification Of Expenditures In The United States	JUN 2005
252.225-7012	Preference For Certain Domestic Commodities	JUN 2010
252.225-7013	Duty-Free Entry	DEC 2009
252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	SEP 2004
252.227-7013	Rights in Technical Data--Noncommercial Items	SEP 2011
252.227-7014	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation	MAR 2011
252.227-7015	Technical Data--Commercial Items	SEP 2011
252.227-7016	Rights in Bid or Proposal Information	JAN 2011
252.227-7019	Validation of Asserted Restrictions--Computer Software	SEP 2011
252.227-7025	Limitations on the Use or Disclosure of Government- Furnished Information Marked with Restrictive Legends	MAR 2011
252.227-7027	Deferred Ordering Of Technical Data Or Computer Software	APR 1988
252.227-7030	Technical Data--Withholding Of Payment	MAR 2000
252.227-7037	Validation of Restrictive Markings on Technical Data	SEP 2011
252.227-7039	Patents--Reporting Of Subject Inventions	APR 1990
252.231-7000	Supplemental Cost Principles	DEC 1991
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	MAR 2008
252.232-7010	Levies on Contract Payments	DEC 2006
252.235-7010	Acknowledgment of Support and Disclaimer	MAY 1995
252.235-7011	Final Scientific or Technical Report	NOV 2004
252.242-7005	Contractor Business Systems	MAY 2011
252.242-7006	Accounting System Administration	MAY 2011
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.244-7000	Subcontracts for Commercial Items and Commercial Components (DoD Contracts)	SEP 2011
252.244-7001	Contractor Purchasing System Administration	MAY 2011
252.245-7001	Tagging, Labeling, and Marking of Government-Furnished Property	FEB 2011
252.245-7002	Reporting Loss of Government Property	FEB 2011
252.245-7003	Contractor Property Management System Administration	MAY 2011
252.245-7004	Reporting, Reutilization, and Disposal	AUG 2011
252.247-7023	Transportation of Supplies by Sea	MAY 2002
252.247-7024	Notification Of Transportation Of Supplies By Sea	MAR 2000

CLAUSES INCORPORATED BY FULL TEXT

000017

52.203-14 DISPLAY OF HOTLINE POSTER(S) (DEC 2007)

(a) Definition.

United States, as used in this clause, means the 50 States, the District of Columbia, and outlying areas.

(b) Display of fraud hotline poster(s). Except as provided in paragraph (c)--

(1) During contract performance in the United States, the Contractor shall prominently display in common work areas within business segments performing work under this contract and at contract work sites--

(i) Any agency fraud hotline poster or Department of Homeland Security (DHS) fraud hotline poster identified in paragraph (b)(3) of this clause; and

(ii) Any DHS fraud hotline poster subsequently identified by the Contracting Officer.

(2) Additionally, if the Contractor maintains a company website as a method of providing information to employees, the Contractor shall display an electronic version of the poster(s) at the website.

(3) Any required posters may be obtained as follows:

Poster(s) Obtain from

http://www.dodig.mil/hotline/hotline_posters.htm

(c) If the Contractor has implemented a business ethics and conduct awareness program, including a reporting mechanism, such as a hotline poster, then the Contractor need not display any agency fraud hotline posters as required in paragraph (b) of this clause, other than any required DHS posters.

(d) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (d), in all subcontracts that exceed \$5,000,000, except when the subcontract--

(1) Is for the acquisition of a commercial item; or

(2) Is performed entirely outside the United States.

(End of clause)

52.216-23 EXECUTION AND COMMENCEMENT OF WORK (APR 1984)

The Contractor shall indicate acceptance of this letter contract by signing three copies of the contract and returning them to the Contracting Officer not later than two (2) days after award of this letter contract. Upon acceptance by both parties, the Contractor shall proceed with performance of the work, including purchase of necessary materials.

(End of clause)

52.216-24 LIMITATION OF GOVERNMENT LIABILITY (APR 1984)

(a) In performing this contract, the Contractor is not authorized to make expenditures or incur obligations exceeding

000018

\$1,643,400 dollars.

(b) The maximum amount for which the Government shall be liable if this contract is terminated is \$1,643,400 dollars.

(End of clause)

52.222-2 PAYMENT FOR OVERTIME PREMIUMS (JUL 1990)

(a) The use of overtime is authorized under this contract if the overtime premium cost does not exceed or the overtime premium is paid for work --

(1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;

(2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;

(3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or

(4) That will result in lower overall costs to the Government.

(b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall--

(1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;

(2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;

(3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and

(4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

* Insert either "zero" or the dollar amount agreed to during negotiations. The inserted figure does not apply to the exceptions in paragraph (a)(1) through (a)(4) of the clause.

(End of clause)

52.244-2 SUBCONTRACTS (OCT 2010)

(a) Definitions. As used in this clause--

Approved purchasing system means a Contractor's purchasing system that has been reviewed and approved in accordance with Part 44 of the Federal Acquisition Regulation (FAR).

000019

Consent to subcontract means the Contracting Officer's written consent for the Contractor to enter into a particular subcontract.

Subcontract means any contract, as defined in FAR Subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(b) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (c) or (d) of this clause.

(c) If the Contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that—

(1) Is of the cost-reimbursement, time-and-materials, or labor-hour type; or

(2) Is fixed-price and exceeds—

(i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of the contract; or

(ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold or 5 percent of the total estimated cost of the contract.

(d) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts:

(e)(1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (b), (c), or (d) of this clause, including the following information:

(i) A description of the supplies or services to be subcontracted.

(ii) Identification of the type of subcontract to be used.

(iii) Identification of the proposed subcontractor.

(iv) The proposed subcontract price.

(v) The subcontractor's current, complete, and accurate certified cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.

(vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.

(vii) A negotiation memorandum reflecting—

(A) The principal elements of the subcontract price negotiations;

(B) The most significant considerations controlling establishment of initial or revised prices;

- (C) The reason certified cost or pricing data were or were not required;
- (D) The extent, if any, to which the Contractor did not rely on the subcontractor's certified cost or pricing data in determining the price objective and in negotiating the final price;
- (E) The extent to which it was recognized in the negotiation that the subcontractor's certified cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;
- (F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and
- (G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.
- (2) The Contractor is not required to notify the Contracting Officer in advance of entering into any subcontract for which consent is not required under paragraph (c), (d), or (e) of this clause.
- (f) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination—
- (1) Of the acceptability of any subcontract terms or conditions;
- (2) Of the allowability of any cost under this contract; or
- (3) To relieve the Contractor of any responsibility for performing this contract.
- (g) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).
- (h) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.
- (i) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.
- (j) Paragraphs (c) and (e) of this clause do not apply to the following subcontracts, which were evaluated during negotiations:
- _____
- _____

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

000021

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

www.arnet.gov

(End of clause)

252.211-7003 ITEM IDENTIFICATION AND VALUATION (JUN 2011)

(a) Definitions. As used in this clause:

Automatic identification device means a device, such as a reader or interrogator, used to retrieve data encoded on machine-readable media.

Concatenated unique item identifier means--

(1) For items that are serialized within the enterprise identifier, the linking together of the unique identifier data elements in order of the issuing agency code, enterprise identifier, and unique serial number within the enterprise identifier; or

(2) For items that are serialized within the original part, lot, or batch number, the linking together of the unique identifier data elements in order of the issuing agency code; enterprise identifier; original part, lot, or batch number; and serial number within the original part, lot, or batch number.

Data qualifier means a specified character (or string of characters) that immediately precedes a data field that defines the general category or intended use of the data that follows.

DoD recognized unique identification equivalent" means a unique identification method that is in commercial use and has been recognized by DoD. All DoD recognized unique identification equivalents are listed at http://www.acq.osd.mil/dpap/pdi/uid/iuid_equivalents.html.

DoD unique item identification means a system of marking items delivered to DoD with unique item identifiers that have machine-readable data elements to distinguish an item from all other like and unlike items. For items that are serialized within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier and a unique serial number. For items that are serialized within the part, lot, or batch number within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier; the original part, lot, or batch number; and the serial number.

Enterprise means the entity (e.g., a manufacturer or vendor) responsible for assigning unique item identifiers to items.

Enterprise identifier means a code that is uniquely assigned to an enterprise by an issuing agency.

Government's unit acquisition cost means--

(1) For fixed-price type line, subline, or exhibit line items, the unit price identified in the contract at the time of delivery;

(2) For cost-type or undefinitized line, subline, or exhibit line items, the Contractor's estimated fully burdened unit cost to the Government at the time of delivery; and

000022

(3) For items produced under a time-and-materials contract, the Contractor's estimated fully burdened unit cost to the Government at the time of delivery.

Issuing agency means an organization responsible for assigning a non-repeatable identifier to an enterprise (i.e., Dun & Bradstreet's Data Universal Numbering System (DUNS) Number, GS1 Company Prefix, or Defense Logistics Information System (DLIS) Commercial and Government Entity (CAGE) Code).

Issuing agency means an organization responsible for assigning a globally unique identifier to an enterprise (e.g., Dun & Bradstreet's Data Universal Numbering System (DUNS) Number, GS1 Company Prefix, Allied Committee 135 NATO Commercial and Government Entity (NCAGE)/Commercial and Government Entity (CAGE) Code, or the Coded Representation of the North American Telecommunications Industry Manufacturers, Suppliers, and Related Service Companies (ATIS-0322000) Number), European Health Industry Business Communication Council (EHIBCC) and Health Industry Business Communication Council (HIBCC)), as indicated in the Register of Issuing Agency Codes for ISO/IEC 15459, located at <http://www.nen.nl/web/Normen-ontwikkelen/ISOIEC-15459-Issuing-Agency-Codes.htm>.

Item means a single hardware article or a single unit formed by a grouping of subassemblies, components, or constituent parts.

Lot or batch number means an identifying number assigned by the enterprise to a designated group of items, usually referred to as either a lot or a batch, all of which were manufactured under identical conditions.

Machine-readable means an automatic identification technology media, such as bar codes, contact memory buttons, radio frequency identification, or optical memory cards.

Original part number means a combination of numbers or letters assigned by the enterprise at item creation to a class of items with the same form, fit, function, and interface.

Parent item means the item assembly, intermediate component, or subassembly that has an embedded item with a unique item identifier or DoD recognized unique identification equivalent.

Serial number within the enterprise identifier means a combination of numbers, letters, or symbols assigned by the enterprise to an item that provides for the differentiation of that item from any other like and unlike item and is never used again within the enterprise.

Serial number within the part, lot, or batch number means a combination of numbers or letters assigned by the enterprise to an item that provides for the differentiation of that item from any other like item within a part, lot, or batch number assignment.

Serialization within the enterprise identifier means each item produced is assigned a serial number that is unique among all the tangible items produced by the enterprise and is never used again. The enterprise is responsible for ensuring unique serialization within the enterprise identifier.

Serialization within the part, lot, or batch number means each item of a particular part, lot, or batch number is assigned a unique serial number within that part, lot, or batch number assignment. The enterprise is responsible for ensuring unique serialization within the part, lot, or batch number within the enterprise identifier.

Unique item identifier means a set of data elements marked on items that is globally unique and unambiguous. The term includes a concatenated unique item identifier or a DoD recognized unique identification equivalent.

Unique item identifier type means a designator to indicate which method of uniquely identifying a part has been used. The current list of accepted unique item identifier types is maintained at http://www.acq.osd.mil/dpap/pdi/uid/uii_types.html.

000023

(b) The Contractor shall deliver all items under a contract line, subline, or exhibit line item.

(c) Unique item identifier.

(1) The Contractor shall provide a unique item identifier for the following:

(i) All delivered items for which the Government's unit acquisition cost is \$5,000 or more.

(ii) The following items for which the Government's unit acquisition cost is less than \$5,000:

Contract line, subline, or exhibit line item No.	Item description
---	------------------

(iii) Subassemblies, components, and parts embedded within delivered items as specified in Attachment Number ----.

(2) The unique item identifier and the component data elements of the DoD unique item identification shall not change over the life of the item.

(3) Data syntax and semantics of unique item identifiers. The Contractor shall ensure that--

(i) The encoded data elements (except issuing agency code) of the unique item identifier are marked on the item using one of the following three types of data qualifiers, as determined by the Contractor:

(A) Application Identifiers (AIs) (Format Indicator 05 of ISO/IEC International Standard 15434), in accordance with ISO/IEC International Standard 15418, Information Technology--EAN/UCC Application Identifiers and Fact Data Identifiers and Maintenance and ANSI MH 10.8.2 Data Identifier and Application Identifier Standard.

(B) Data Identifiers (DIs) (Format Indicator 06 of ISO/IEC International Standard 15434), in accordance with ISO/IEC International Standard 15418, Information Technology--EAN/UCC Application Identifiers and Fact Data Identifiers and Maintenance and ANSI MH 10.8.2 Data Identifier and Application Identifier Standard.

(C) Text Element Identifiers (TEIs) (Format Indicator 12 of ISO/IEC International Standard 15434), in accordance with the Air Transport Association Common Support Data Dictionary; and

(ii) The encoded data elements of the unique item identifier conform to the transfer structure, syntax, and coding of messages and data formats specified for Format Indicators 05, 06, and 12 in ISO/IEC International Standard 15434, Information Technology--Transfer Syntax for High Capacity Automatic Data Capture Media.

(4) Unique item identifier.

(i) The Contractor shall--

(A) Determine whether to--

(1) Serialize within the enterprise identifier;

(2) Serialize within the part, lot, or batch number; or

(3) Use a DoD recognized unique identification equivalent; and

000024

(B) Place the data elements of the unique item identifier (enterprise identifier; serial number; DoD recognized unique identification equivalent; and for serialization within the part, lot, or batch number only: original part, lot, or batch number) on items requiring marking by paragraph (c)(1) of this clause, based on the criteria provided in the version of MIL-STD-130, Identification Marking of U.S. Military Property, cited in the contract Schedule.

(ii) The issuing agency code--

(A) Shall not be placed on the item; and

(B) Shall be derived from the data qualifier for the enterprise identifier.

(d) For each item that requires unique item identification under paragraph (c)(1)(i) or (ii) of this clause, in addition to the information provided as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the Contractor shall report at the time of delivery, either as part of, or associated with, the Material Inspection and Receiving Report, the following information:

(1) Unique item identifier.

(2) Unique item identifier type.

(3) Issuing agency code (if concatenated unique item identifier is used).

(4) Enterprise identifier (if concatenated unique item identifier is used).

(5) Original part number (if there is serialization within the original part number).

(6) Lot or batch number (if there is serialization within the lot or batch number).

(7) Current part number (optional and only if not the same as the original part number).

(8) Current part number effective date (optional and only if current part number is used).

(9) Serial number (if concatenated unique item identifier is used).

(10) Government's unit acquisition cost.

(11) Unit of measure.

(e) For embedded subassemblies, components, and parts that require DoD unique item identification under paragraph (c)(1)(iii) of this clause, the Contractor shall report as part of, or associated with, the Material Inspection and Receiving Report specified elsewhere in this contract, the following information:

(1) Unique item identifier of the parent item under paragraph (c)(1) of this clause that contains the embedded subassembly, component, or part.

(2) Unique item identifier of the embedded subassembly, component, or part.

(3) Unique item identifier type.**

(4) Issuing agency code (if concatenated unique item identifier is used).**

(5) Enterprise identifier (if concatenated unique item identifier is used).**

(6) Original part number (if there is serialization within the original part number).**

000025

- (7) Lot or batch number (if there is serialization within the lot or batch number). **
- (8) Current part number (optional and only if not the same as the original part number). **
- (9) Current part number effective date (optional and only if current part number is used). **
- (10) Serial number (if concatenated unique item identifier is used). **
- (11) Description.

** Once per item.

(f) The Contractor shall submit the information required by paragraphs (d) and (e) of this clause in accordance with the data submission procedures at http://www.acq.osd.mil/dpap/pdi/uid/data_submission_information.html.

(g) Subcontracts. If the Contractor acquires by subcontract, any item(s) for which unique item identification is required in accordance with paragraph (c)(1) of this clause, the Contractor shall include this clause, including this paragraph (g), in the applicable subcontract(s).

(End of clause)

252.217-7027 CONTRACT DEFINITIZATION (OCT 1998)

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

(b) The schedule for definitizing this contract is as follows (insert target date for definitization of the contract action and dates for submission of proposal, beginning of negotiations, and, if appropriate, submission of the make-or-buy and subcontracting plans and cost or pricing data).

Submission of Proposal	45 days after award of letter contract
Begin Negotiations	120 days after award of letter contract
Contract Definitization	180 days after award of letter contract

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

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

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

000026

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

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

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

(d) The definitive contract resulting from this undefinitized contract action will include a negotiated cost/price ceiling in no event to exceed \$9,495,200, inclusive of cost and fee.

(End of clause)

000027

Section J - List of Documents, Exhibits and Other Attachments

CLAUSES INCORPORATED BY FULL TEXT

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

<u>TITLE</u>	<u>DATE</u>	<u># OF PAGES</u>
Scope of Work, Revision 00, entitled "Joint Land Cruise Missile Defense Elevated Netted Sensor (JELSN) Risk Reduction Program (RRP) Study Phase"	06 Sep 11	9 Attack
Contract Data Requirements List (DD Form 1423) Exhibit A, A001 – A018, with Document Summary List	20 Jul 11	20
Contract Security Classification Specification Form 254)	26 Oct 11	26 (DD
Joint Land Attack Cruise Missile Defense Elevated Netted Sensor System (JLENS) Product Office, System Development and Demonstration (SDD), Security Classification Guide (SCG), hereby incorporated by reference	01 May 09	
Joint Land Attack Cruise Missile Defense Elevated Netted Sensor System (JLENS) SDD Security Classification Guide Classified Appendix, hereby incorporated by reference	01 May 09	
Identification and Assertion of use, Release, or Disclosure Restrictions (DFARS 252.227-7017)	RESERVED	
Technical Data or Computer Software Previously Delivered to the Government (DFARS 252-227-7028)	RESERVED	
Raytheon Comprehensive Small Business Subcontracting Plan, hereby incorporated by reference	29 Sep 11	24
Contractor's Representations and Certifications, hereby incorporated by reference		

000028

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



JLENS Risk Reduction Program Study Phase Statement Of Work

6 September 2011

DISTRIBUTION STATEMENT F— Further dissemination only as directed by the Cruise Missile Defense Office (CMDO) Project Office, JLENS Product Office, ATTN: SFAE-CMDO-JLN, Bldg 5308, 2nd Floor, Redstone Arsenal, AL 35898.

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000029

1.0 INTRODUCTION

1.1 Objectives

The primary objectives of the Joint Land Attack Cruise Missile Elevated Netted Sensor System (JLENS) Risk Reduction Program (RRP) is to build upon the System Development and Demonstration (SDD) Technical Data Package (TDP) and Manufacturing Data Package (MDP) to provide a more affordable product, with reduced manufacturing cycle times, a mature supplier and subcontractor base, and a minimum number of obsolete components. These provisions are intended to minimize the risks the SDD product currently presents to the planned JLENS Exercise, Low Rate Initial Production (LRIP), and Full Rate Production programs and maximize the opportunities available to them.

1.2 Scope

This Statement of Work (SOW) defines the tasks to be performed during the Study Phase of the RRP. The objective of the RRP is to perform engineering tasks which are not part of the current SDD contract, but can be conducted prior to the planned JLENS Exercise as noted in Section 5.1.2 and LRIP #1 contract award. These tasks will ensure the planned JLENS Exercise and LRIP #1 material procurement and manufacturing can meet critical planned JLENS Exercise and LRIP schedule milestones with minimum technical, cost and schedule risk. The RRP tasks described were recommended during the JLENS Production Readiness Review (PRR) conducted in November 2010. It is also an objective of the RRP to improve product affordability. The two Orbits produced during SDD are the first units manufactured and tested on the JLENS program. There were lessons learned during the manufacture of the SDD system that can be addressed during the RRP to retain performance and make the product more affordable. Changes due to lessons learned will be applied to the Major End Items (MEIs) to improve manufacturing and test cycle times. Process improvements will be implemented and test equipment will be upgraded which will reduce cycle times experienced during SDD. Obsolete supply items will also be replaced with more available items going forward into the planned JLENS Exercise and LRIP. Subcontractors and suppliers will also be qualified by the contractor to minimize risks and improve product affordability for LRIP. Outstanding changes will be incorporated into the SDD TDP and MDP to provide an updated documentation baseline at LRIP inception.

2.0 APPLICABLE DOCUMENTS

All top-level documents are listed in the Document Summary List (DSL) by number, title, and date. The document versions specified on the DSL take precedence over the generic references (without revision letters) cited in the SOW.

3.0 REQUIREMENTS

3.1 Study Phase

During the Study Phase of the RRP, as defined in this SOW, the contractor shall conduct trade-offs to explore prospective improvements which will provide the best opportunities for LRIP in terms of producibility, affordability, cycle time reduction and minimum risks. During this phase, the contractor shall make a recommendation as to which improvements discussed during the PRR should be incorporated into the SDD product/process design and potentially modify the LRIP baseline. The contractor shall conduct

each study in the RRP in an integrated, cross-discipline approach to assure that any synergies that may exist across each study area are captured and reflected in the resulting implementation plans. The findings of each study will be evaluated for opportunities to consolidate mitigation actions across study areas to form a set of cohesive, coordinated, cost-effective implementation proposals. The contractor shall provide a detailed cost estimate for all work to be conducted during the planned RRP Implementation Phase associated with the conclusions proposed during the RRP Study in accordance with (IAW) DI-FNCL-81116 (Contract Data Requirements List (CDRL) A001).

The specific studies to be pursued are:

- Lessons Learned under the JLENS SDD Contract DASG60-98-C-0001.
- Design for Manufacture and Assembly (DFMA) studies to determine which recommended improvements that make the system more affordable should be incorporated into the TDP and MDP.
- SDD MEI Special Tooling and Special Test Equipment (ST/STE), including the [REDACTED] Test Station, to determine which ST/STE should be modified or redesigned. Tooling and test equipment shall be preserved and maintained during the manufacturing suspension prior to LRIP. Proposed ST/STE changes shall be developed during the planned RRP Implementation Phase.
- Supply Item Obsolescence, including the processor/servers and Software (SW) re-hosting, to determine impact on the SDD TDP and MDP and develop a recommended plan forward. Obsolescence studies shall include current obsolescence and monitoring until LRIP.
- Evaluate Change Notices (CNs) generated during SDD to determine those requiring design modifications or redesigns in order to implement prior to LRIP start.
- Concepts for Environmental Control System improvements and prepare an Implementation Plan for each concept identified.
- Concept for system acceptance via Material Inspection and Receiving Report, DD Form 250, sell-off at MEI levels.
- Concept for modification of the contractor System Integration Laboratory (SIL) to provide Orbit level simulation capability.

(b)(3)

The contractor shall:

- Identify cost reductions for the program through redesign and manufacturing improvements by establishing Design to Unit Cost objectives in all hardware areas.
- Perform process preservation which includes Work Instructions and MDP.
- Identify risks to LRIP production start and mitigation strategies.
- Develop cost estimates for the implementation of the study conclusions.

4.0 INTEGRATED PROGRAM MANAGEMENT

4.1 Integrated Cost, Schedule and Technical Performance Management

The contractor shall utilize their internal performance management system to plan, schedule, budget, monitor, manage and report cost, schedule and technical status applicable to the contract. The contractor's internal performance management system shall serve as the single, formal, integrated system that meets both

the contractor's internal management requirements and the requirements of the Government for timely, reliable and auditable performance information. The contractor shall flow down reporting requirements to major subcontractors and Intra-Organizational Transfers (IOTs) based on risk, schedule criticality and dollar value that have the potential to impact the successful completion of the program. The contractor shall relate technical, cost and schedule accomplishments in reports IAW DI-FNCL-80912 (CDRL A002).

4.1.1 Meetings and Reviews - Contractor/Government

The contractor shall conduct program reviews addressing technical performance, risk, cost, technical and schedule progress, program status and issues that could affect program execution. Reviews shall also include Design Reviews for MEIs and Line Replaceable Units (LRUs) modified on the RRP. The contractor shall relate technical accomplishment to cost and schedule using earned value and the Integrated Master Schedule during program reviews. Two meetings shall take place, one at the mid-point of the period of performance (POP) of this contract and one at contract completion. These meetings shall last one day and be held at the contractor's facility. The contractor shall prepare and deliver meeting minutes, attendees and action items IAW DI-ADMN-81505 (CDRL A003). The contractor shall prepare and deliver any presentation charts IAW DI-ADMN-81373 (CDRL A018).

4.2 Contract Work Breakdown Structure

The contractor shall develop, implement and maintain a Contract Work Breakdown Structure (CWBS) and CWBS Dictionary IAW DI-MGMT-81334 (CDRL A004) to the lowest level at which work is performed. The contractor shall use the CWBS as the primary framework for planning, monitoring, budgeting, controlling and reporting the status of program cost, schedules and technical performance. The contractor shall update the CWBS during the execution of the contract. The contractor shall submit justifications for proposed changes to CWBS IAW DI-MISC-80508 (CDRL A005).

4.3 Cost Reporting

4.3.1 Integrated Program Management Reporting

The contractor shall report cost data to the CWBS elements. The contractor shall prepare a Contract Funds Status Report (CFSR) IAW DI-MGMT-81468 (CDRL A006).

4.4 Data Management

The contractor shall implement the data management process from the JLENS SDD Contract DASG60-98-C-0001 that shall reproduce, catalog, store and deliver data items. The contractor shall make available all technical and programmatic data as requested by the Government. The contractor shall maintain a data repository for classified storage and an efficient means to accomplish fast and accurate classified data retrieval. The contractor shall use the Government unclassified Management Information System (MIS) Portal for delivery of unclassified data. The contractor shall notify the Government Point of Contact (POC) designated on the corresponding CDRL via email when data is posted to the classified repository and the unclassified MIS Portal. The contractor shall include the filename and path to the posted data in the email. The Government POC designated on the corresponding CDRL will provide notification of CDRL receipt to the contractor via email. The contractor shall deliver data that is usable on personal computers using Microsoft Windows Operating System, Microsoft Office Application Programs and other common application programs and formats such as Adobe Portable Document Format (PDF) and Extensible Markup

Language (XML) files. Data not appropriate for access via Microsoft Windows applications, such as software, shall be delivered in its native format via compact disc (CD) or digital versatile disk (DVD). The contractor shall ensure all electronic deliveries are free from viruses. The contractor shall prepare a Data Accession List IAW DI-MGMT-81453 (CDRL A007) to the Government development of acquisition documentation. The contractor shall provide a copy of any data generated under this contract IAW DI-MISC-80508 (CDRL A017) at the cost of reproduction only.

4.5 Risk Management

The contractor shall update and maintain a Government-approved Risk Management Plan IAW DI-MGMT-81808 (CDRL A008), and utilize processes to identify and prioritize risk areas and identify mitigation strategies to reduce or eliminate risks to the LRIP program. The intent of risk management as it pertains to the RRP is to maximize the value of RRP tasks such that LRIP startup readiness is maximized. The Risk and Opportunity Management Plan (ROMP) developed under the JLENS SDD Contract DASG60-98-C-0001 shall be applied to the RRP; the tables in the SDD ROMP shall be tailored as applicable to RRP risks. The Risk Management Plan shall address: requirements, design and engineering, manufacturing, support, cost and schedule.

4.6 Contractor Manpower Reporting

The Office of the Assistant Secretary of the Army (Manpower & Reserve Affairs) operates and maintains a secure Army data collection site where the contractor will report ALL contractor manpower (including subcontractor manpower) required for performance of this contract. The contractor is required to completely fill in all the information in the format using the following web address <https://contractormanpower.army.pentagon.mil>. The required information includes: (1) Contracting Office, Contracting Officer, Contracting Officer's Technical Representative; (2) Contract number, including task and delivery order number; (3) Beginning and ending dates covered by reporting period; (4) Contractor name, address, phone number, e-mail address, identity of contractor employee entering data; (5) Estimated direct labor hours (including sub-contractor); (6) Estimated direct labor dollars paid this reporting period (including sub-contractor); (7) Predominant Federal Service Code (FSC) reflecting services provided by contractor (and separate predominant FSC for each sub-contractor if different); (8) Organizational title associated with the Unit Identification Code (UIC) for the Army Requiring Activity (the Army Requiring Activity is responsible for providing the contractor with its UIC for the purposes of reporting this information); (9) Locations where contractor and sub-contractors perform the work (specified by zip code in the United States and nearest City, Country, when in an overseas location, using standardized nomenclature provided on website); (10) Presence of deployment or contingency contract language, and (11) Number of contractor and sub-contractor employees deployed in theater this reporting period (by country). As part of its submission, the contractor will also provide the estimated total cost (if any) incurred to comply with this reporting requirement. Reporting period will be the period of performance not to exceed 12 months ending September 30 of each government fiscal year and must be reported by 31 October of each calendar year.

5.0 ENGINEERING

5.1 Study Phase

The contractor shall develop an Implementation Plan that shall be prepared for each of the bullets in Section 3.1 of this SOW LAW DI-MGMT-81737 (CDRL A009). The RRP Study Phase shall conclude with a single integrated Implementation Plan which defines the manner in which the outcome of each study is to be executed. Each study will perform a cost benefit analysis early in the study, as part of the concept tradeoff. The cost estimate will determine improvements in Production Unit Cost (PUC) and Life Cycle Cost (LCC) if applicable to the study. The Implementation Plan shall contain descriptions of the tasks required, a schedule of the tasks in Microsoft Project IMS format, an estimate of the cost to implement the plan and a defined milestone event (if applicable) for transition to LRIP non-recurring expense. The equipment defined in the implementation plan shall be LAW the parts, materials and processes control plan.

5.1.1 Affordability Improvements Study

The contractor shall analyze and prioritize the entries into the SDD Lessons Learned database for the Fire Control Radar (FCR), Surveillance Radar (SuR), Communication and Processing Group (CPG) and Platform Prime Items and the Power and Environmental Control Systems to determine which of the recommendations should be incorporated into the TDP and MDP for LRIP #1 to make the system more affordable and simplify the manufacturing process. Other recommended improvements documented separately in the Production Readiness Review package and in the Lessons Learned database shall be included in this study. All of the recommended improvements shall be separated into four categories: 1) those that are presently being incorporated into SDD; 2) those that are to be performed during the RRP; 3) those that are to be initiated during RRP and completed in LRIP; and 4) those that are to be done during the LRIP program. Categories 2 and 3 shall be incorporated into the RRP Plan. Manufactured items or assemblies with producibility risks which are not entered into the Lessons Learned database, such as quantity items with low production yields, shall be included in this list of improvement candidates. Affordability shall be determined as an integrated effort, utilizing the DFMA tool and considering LCC, Mean Time Between Failures (MTBF) and Mean Time To Repair (MTTR) for the MEIs and LRUs. The Implementation Plan shall contain a list of affordability improvement candidates and shall develop recommended design or process changes for achieving the affordability improvements. The plan shall also determine the projected cost reduction of the affordability improvements or process changes to be implemented for the modified MEIs LAW DI-MISC-80508 (CDRL A010).

5.1.2 Exercise Obsolescence

The contractor shall prepare an obsolescence study LAW DI-MISC-80508 (CDRL A011) that shall address all areas affecting the planned JLENS Exercise. Obsolete components and other supply items shall be evaluated to determine impact on the SDD TDP and MDP in terms of design modification complexity of the spare to be provided for the planned JLENS Exercise. Designs can be revised in one of the following categories for obsolete components in Circuit Card Assemblies (CCAs):

1. Drop-in replacement part which can use the existing component footprint without changing the Printed Wiring Board (PWB) artwork (Parts List change only).

2. Component replacement with a different footprint due to pin-out differences, with a re-spin of the PWB artwork to accept an equivalent replacement part.
3. CCA redesign requiring new PWB artwork due to the elimination of the obsolete part by designing it out.

5.1.3 Obsolescence Management Study

The contractor shall prepare an obsolescence study IAW DI-MISC-80508 (CDRL A011) that shall address all areas affecting the LRIP program, including replacements for the obsolete IBM 3455, P595 computers and Blade Cell QS21 servers. The opportunity to eliminate either the Surveillance Radar System (SuS) Digital Processing Station Shelter or the SuS Signal Processing Station Shelter shall be considered. Obsolete components and other supply items for the FCR, SuR, CPG, and Platform and Power System MEIs shall be evaluated to determine the impact on the SDD TDP and MDP in terms of design modification complexity of the component being replaced. Designs can be revised in one of the following categories for obsolete components in CCAs:

1. Drop-in replacement part which can use the existing component footprint without changing the PWB artwork (Parts List change only).
2. Component replacement with a different footprint due to pin-out differences, with a re-spin of the PWB artwork to accept an equivalent replacement part.
3. CCA redesign requiring new PWB artwork due to the elimination of the obsolete part by designing it out.

5.1.4 ST/STE Study

The contractor shall prepare a ST/STE list IAW DI-ILSS-80868 (CDRL A012) to be used for testing the LRIP MEIs and LRUs. The list shall be studied to determine candidates for modification or redesign IAW DI-ILSS-80868. The study will address: 1) STEs with tests best suited for automation; 2) STEs that have the greatest potential to reduce cycle time; 3) STEs with tests which can be performed with higher measurement repeatability (thereby reducing errors); 4) Improving SDD STE manual test methods to benefit LRIP; and 5) STEs that may have obsolescence or single point of failure issues. The Implementation Plan IAW DI-MGMT-81737 (CDRL A009) for this study shall recommend STEs to be modified or redesigned based on the evaluation criteria, including block diagram and description of features being retained and those which are new.

5.1.5 CN Incorporation Study

A limited number of SDD hardware items such as CCAs, Module Rack Assemblies (MRAs) and wiring harnesses were modified during the integration and test phase and documented via CNs. These modifications consisted of CCA "cuts and jumpers" and other changes necessary for SDD producibility. The contractor shall prepare Change Notices (and Unincorporated Changes) List IAW DI-MISC-80048 (CDRL A013) to estimate the design changes and define engineering material, fabrication and test requirements, if needed, as the Proof-Of-Design. CNs which do not require engineering shall be incorporated into the TDP as part of this study effort.

5.1.6 Environmental Improvements Study

Non-tactical Environmental Control Units (ECUs) were developed during SDD for cold weather and hot weather applications to protect temperature sensitive components during transportation and storage. [REDACTED]

(b)(3)

[REDACTED]
they are commercial (COTS/MOTS) quality, [REDACTED]

(b)(3)

The contractor shall evaluate the possibility of eliminating the need for tactical ECUs [REDACTED]

(b)(3)

(b)(3)

[REDACTED] The contractor shall determine the possibility of minimizing the application of ECUs. If the study determines that ECUs are necessary, the contractor shall prepare an Implementation Plan IAW DI-MGMT-81737 (CDRL A009) to design a single tactical unit in place of the non-tactical cold weather and hot weather ECUs. The study shall also minimize the number of storage ECUs required by consolidating temperature sensitive items into the same storage ISO containers as practical. Two versions of the tactical ECU will be considered: 1) Shelter ECU to be used for operational environmental control and 2) Storage ECU to be used for environmental control of non-operational tactical equipment. The contractor shall document the study IAW DI-MISC-80508 (CDRL A014) and shall include technical design information and life-cycle cost impacts (including a production cost estimate).

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5.1.7 System Acceptance Study

The Government plans to accept the LRIP System via Material Inspection and Receiving Report, DD Form 250 at the contractor's manufacturing facilities at the MEI and LRU levels, which differs from the System acceptance now being done during SDD. Therefore, it was recommended during the PRR that acceptance of LRIP MEIs and subsequent LRU spares and R&R LRUs, will be accomplished via Material Inspection and Receiving Report, DD Form 250 acceptance at lower hardware levels with minimal effort. The System Acceptance study shall develop a concept for the process flow from MEI development to acceptance, culminating in a plan to phase-in the system acceptance via Material Inspection and Receiving Report, DD Form 250, in the span between LRIP1 and LRIP2. The process flow should consider all MEIs and candidate LRUs for the JLENS system and develop concepts for testing and Material Inspection and Receiving Report, DD Form 250 acceptance via Test Requirements/Specifications (TRs) and Acceptance Test Procedures (ATPs). The study shall generate concept diagrams for the Special Inspection Equipment (SIE) required to achieve MEI acceptance. The Implementation Plan IAW DI-MGMT-81737 (CDRL A009) for this study shall outline the process flow and timeline for MEI acceptance; it shall also define the required SIE and outline the tests and test procedures required. The contractor shall document the study IAW DI-MISC-80508 (CDRL A015).

5.1.8 System-Level SIL Study

Three contractor SILs are being utilized for SDD: [REDACTED] The contractor shall evaluate changes to the original concept and proposal to [REDACTED] JLENS SDD Contract DASG60-98-C-0001. The contractor shall also study [REDACTED]

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[REDACTED] The study shall develop specifications for hardware and software requirements, generate block diagrams for [REDACTED]

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[REDACTED] The Implementation Plan IAW DI-MGMT-81737 (CDRL A009) shall generate cost and schedule estimates to implement this concept in

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support of LRIP schedule objectives, in order to provide the greatest benefit to the LRIP program at the lowest practical risk. The contractor shall document the study IAW DI-80508 (CDRL A016).

CONTRACT DATA REQUIREMENTS LIST (1 Data Item)						Form Approved OMB No. 0704-0188																	
<small>Please report this form for this collection of information is estimated to average 150 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DO NOT RETURN your form to either of these addresses. Send completed form to the Department of Defense Contracting Office for Contract PR No. 0704-0188.</small>																							
A. CONTRACT LINE ITEM NO		B. EXHIBIT		C. CATEGORY																			
I		A		TDP TM OTHER X																			
D. SYSTEM/ITEM			E. CONTRACT/PR NO		F. CONTRACTOR																		
JLENS Risk Reduction Program			W9113M-12-C-0005		Raytheon																		
1. DATA ITEM NO		2. TITLE OF DATA ITEM			3. SUBTITLE																		
A001		Manhour Estimate, Technical Cost Proposal			Implementation Phase Cost Estimates																		
4. AUTHORITY (Data Acquisition Document No.)			5. CONTRACT REFERENCE		6. REQUIRING OFFICE																		
DI-FNCL-81116			SOW para 3.1		SFAE-MSLS-CMDS-BMD																		
7. DD 280 REQ		8. DIST STATEMENT REQUIRED		10. FREQUENCY		12. DATE OF FIRST SUBMISSION																	
LT				SEE BLOCK 16		SEE BLOCK 16																	
9. APP CODE		11. AS OF DATE		13. DATE OF SUBSEQUENT SUBMISSION		14. DISTRIBUTION																	
N/A		N/A		SEE BLOCK 16		<table border="1"> <thead> <tr> <th colspan="2">a. ADDRESSEE</th> <th colspan="2">b. COPIES</th> </tr> <tr> <th>Draft</th> <th>Final</th> <th></th> <th></th> </tr> </thead> <tbody> <tr> <td>0</td> <td>1</td> <td>0</td> <td>0</td> </tr> <tr> <td>0</td> <td>1</td> <td>0</td> <td>0</td> </tr> </tbody> </table>		a. ADDRESSEE		b. COPIES		Draft	Final			0	1	0	0	0	1	0	0
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16. REMARKS: Block 9: Distribution P: 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 WARNING - This document contains critical 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 Blocks 10, 12, & 13: Submit on 26 October 2012. Subsequent submissions shall be submitted as required to remain current with program. Block 14 Electronic delivery of this data item IAW the SOW paragraph 2.4. Notify JLENS Contract 1300 on 13 Oct 2012 Management OPR if [redacted] when deliverable is sent. Letter of transmittal must be signed electronically. The data item shall be delivered in one or more of the MS Office or PDF format. Contractor format is acceptable.																							
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NO. LINE ITEM 17 DATE 17 Oct 12

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Form Approved
OMB No. 0704-0188

1. HENS Risk Reduction Program W9113M-12-C-0005		CONTRACTOR Raytheon	
2. SUBTITLE Monthly Cost Reports		3. REQUIREMENT SFAF-MSLS-CMDS-BMD	
4. DISTRIBUTION SEE BLOCK 16		5. ADDRESS SEE BLOCK 16	
6. REMARKS Block 16 Distribution (1) Further dissemination only as directed by the Future Mission Defense Systems Project Office, SFAF-MSLS-CMDS-BMD, Ft. Belvoir, AR 71411-5001 (USRP) (C) (U) (M) (P) (S) (R) (T) (X) (Y) (Z)		7. DATE 12 Sep 12	

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CONTRACT DATA REQUIREMENTS LIST
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OMB No. 0704-0188

U.S. Risk Reduction Program
W9113M-12-C-0005
X003 Records of Meeting/Minutes Report

CONTRACTOR
Raytheon

DI-ADMIN-81505

SOW para 4.1.1

SFAE-MSLS-CMDS-BMD

SEE
BLOCK 16

SEE BLOCK 16

N/A

SEE BLOCK 16

REMARKS

1. This contract is classified by the U.S. Government as SECRET. The contractor shall maintain this classification throughout the contract period.

2. The contractor shall submit critical data which is required for the U.S. Government's operations to the U.S. Government within the time specified in the contract. The contractor shall be subject to severe criminal penalties for failure to comply with this requirement. Dissemination of this information is prohibited by Executive Order 12958.

3. The contractor shall submit minutes of meetings, attachments, and other documents to the U.S. Government. The minutes shall include action items, recommendations, and government's response. The contractor shall submit the minutes to the U.S. Government within 10 days after receipt of the minutes. The contractor shall be subject to severe criminal penalties for failure to comply with this requirement. Dissemination of this information is prohibited by Executive Order 12958.

4. The contractor shall submit completed documents to the U.S. Government within 10 days after receipt of the documents. The contractor shall be subject to severe criminal penalties for failure to comply with this requirement. Dissemination of this information is prohibited by Executive Order 12958.

5. The contractor shall submit the documents to the U.S. Government within 10 days after receipt of the documents. The contractor shall be subject to severe criminal penalties for failure to comply with this requirement. Dissemination of this information is prohibited by Executive Order 12958.

The data item shall be delivered in electronic or other form as specified in the contract. The contractor shall be subject to severe criminal penalties for failure to comply with this requirement. Dissemination of this information is prohibited by Executive Order 12958.

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OMB No 0704-0188

(1 Data Item)

Form Approved
OMB No 0704-0188

EXHIBIT 1
SYSTEM ID: W9113M-12-C-0005
LENS Risk Reduction Program
A004 Contractor Work Breakdown Structure

CONTRACTOR
Ravithon

DI-MCMT-81334D

SOW para 4.2

SFAE-MSLS-C-MDS-BMD

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16. REMARKS

(iii) δ is the value of δ that corresponds to approval or disapproval thresholds δ .
 (iv) δ is the value of δ that corresponds to approval or disapproval thresholds δ .
 (v) δ is the value of δ that corresponds to approval or disapproval thresholds δ .

But $\pi = 2\pi \cos(\pi/2) = 0$ and the discriminant can be deduced by the following calculation from the values $\sin(\pi/2) = 1$, $\cos(\pi/2) = 0$, $\sin(\pi) = 0$, $\cos(\pi) = -1$, $\sin(3\pi/2) = -1$, $\cos(3\pi/2) = 0$.

W. 471, 1953. In this document, contains critical data which supports a conclusion by the Air Force that the "Title 22 U.S.C. Sec. 2201" is not in the public domain. Administrative 5 U.S.C. as amended Title 40 U.S.C. app. 5401 et seq. Violation of these laws may be subject to severe criminal penalties. (Reconsideration of the subject is being postponed.)

Block 12.13 The candidate will provide the first submission to show after
definitive decision on the case is called out in the JMD Subsequent submissions will be
submitted as required to remain current with program.

104. As a result of the above, the data step IAW the SW Storage system is not
 105. a SS product file. The Management of the [REDACTED]
 106. [REDACTED] is not a SS product file. The Management of the [REDACTED]
 107. [REDACTED] is not a SS product file. The Management of the [REDACTED]

The data were available in one or more of the MS Office or PDF format.

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FD-302 (Rev. 1-25-60)

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CONTRACT DATA REQUIREMENTS LIST (1 Data Item)				Form Approved OMB No 0704-0188									
A. CONTRACT TITLE		B. EXHIBIT		C. DATE FOR									
I. SYSTEM		II. CONTRACT NUMBER		III. CONTRACTOR									
ILENS Risk Reduction Program		W9113M-12-C-0005		Raytheon									
IV. DATA ITEM		V. TYPE OF DATA ITEM		VI. SUBTITLE									
A005		Technical Report		CWBS Change Justifications									
VII. CONTRACT REQUIREMENT		VIII. SOW para 4.2		IX. SFAE-MSLS-CMDS-BMD									
DI-MISC-00508B													
X. LT		N/A		SEE BLOCK 16									
XI. APP CODE		F		N/A									
XII. AS OF DATE		N/A		SEE BLOCK 16									
XIII. DATE OF SUBMISSION		N/A		SEE BLOCK 16									
XIV. REMARKS		XV. DISTRIBUTION											
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A. CONTRACT LINE ITEM NO. I		B. EXHIBIT A		C. CATEGORY: TDP TM OTHER X			
D. SYSTEM/ITEM JLENS Risk Reduction Program			E. CONTRACT/PR NO.		F. CONTRACTOR		
1. DATA ITEM NO. A006		2. TITLE OF DATA ITEM Contract Funds Status Report			3. SUBTITLE CFSR		
4. AUTHORITY (Data Acquisition Document No.) DI-MGMT-81468			5. CONTRACT REFERENCE SOW para 4.3.1		6. REQUIRING OFFICE SFAE-MSLS-CMDS-BMD		
7. DD 250 REQ LT	8. DIST STATEMENT REQUIRED F	10. FREQUENCY N/A	12. DATE OF FIRST SUBMISSION SEE BLOCK 16	14. DISTRIBUTION			
9. APP CODE N/A		11. AS OF DATE N/A	13. DATE OF SUBSEQUENT SUBMISSION SEE BLOCK 16	a. ADDRESSEE		b. COPIES	
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						Page	Repro
16. REMARKS:				SFAE-MSLS-CMDS-PE-CM			
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A. CONTRACT LINE ITEM NO. 1		B. EXHIBIT A		C. CATEGORY: TDP TM OTHER X						
D. SYSTEM/ITEM JLENS Risk Reduction Program			E. CONTRACT/PR NO.		F. CONTRACTOR					
1. DATA ITEM NO. A007		2. TITLE OF DATA ITEM Data Accession List			3. SUBTITLE DAL					
4. AUTHORITY (Data Acquisition Document No.) DI-MGMT-81453A			5. CONTRACT REFERENCE SOW para 4.4		6. REQUIRING OFFICE SFAE-MSLS-CMDS-BMD					
7. DD 250 REQ LT	8. DIST STATEMENT REQUIRED F	10. FREQUENCY N/A	12. DATE OF FIRST SUBMISSION SEE BLOCK 16	14. DISTRIBUTION						
9. APP CODE N/A		11. AS OF DATE N/A	13. DATE OF SUBSEQUENT SUBMISSION SEE BLOCK 16	a. ADDRESSEE		b. COPIES				
						Draft	Final			
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16. REMARKS:				SFAE-MSLS-CMDS-PE-CM						
<p>Block 9: Distribution P: 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</p> <p>WARNING - This document contains critical 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 30, 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.</p> <p>Blocks 12, 13: Initial submission shall be 20 calendar days after the end of the first full month after contract award. Subsequent submission shall be 20 calendar days after the end of each month through the period of performance.</p> <p>Block 14 Electronic delivery of this data item IAW the SOW paragraph 4.4. Notify JLENS Product Office Data Management OPR at [REDACTED] and [REDACTED] when deliverable is sent. Letter of transmittal must be signed electronically.</p> <p>The data item shall be delivered in one or more of the MS Office or PDF format.</p> <p>Contractor format is acceptable.</p>				<table border="1"> <tr> <td>0</td> <td>1</td> <td>0</td> </tr> </table>				0	1	0
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Public reporting burden for this collection of information is estimated to average 118 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DO NOT RETURN your form to either of these addresses. Send completed form to the Government Printing Office for Contracting Office for Contractors, Inc., listed in Block 11.																			
A. CONTRACT LINE ITEM NO. <div style="text-align: center; font-weight: bold;">1</div>		B. EXHIBIT <div style="text-align: center; font-weight: bold;">A</div>		C. CATEGORY: TDP TM OTHER X															
D. SYSTEM/ITEM JLENS Risk Reduction Program			E. CONTRACT/PR NO.		F. CONTRACTOR														
1. DATA ITEM NO. <div style="text-align: center; font-weight: bold;">A008</div>		2. TITLE OF DATA ITEM Risk Management Plan			3. SUBTITLE														
4. AUTHORITY (Data Acquisition Document No.) <div style="text-align: center; font-weight: bold;">DI-MGMT-81808</div>			5. CONTRACT REFERENCE <div style="text-align: center; font-weight: bold;">SOW para 4.5</div>		6. REQUIRING OFFICE <div style="text-align: center; font-weight: bold;">SFAE-MSLS-CMDS-BMD</div>														
7. DO 250 REQ <div style="text-align: center; font-weight: bold;">LT</div>		8. DIST STATEMENT REQUIRED <div style="text-align: center; font-weight: bold;">F</div>		10. FREQUENCY <div style="text-align: center; font-weight: bold;">SEE BLOCK 16</div>		12. DATE OF FIRST SUBMISSION <div style="text-align: center; font-weight: bold;">SEE BLOCK 16</div>													
9. APP CODE <div style="text-align: center; font-weight: bold;">A</div>		11. AS OF DATE <div style="text-align: center; font-weight: bold;">N/A</div>		13. DATE OF SUBSEQUENT SUBMISSION <div style="text-align: center; font-weight: bold;">SEE BLOCK 16</div>		14. DISTRIBUTION <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="2" style="text-align: left; padding: 2px;">a. ADDRESSEE</th> <th colspan="2" style="text-align: left; padding: 2px;">b. COPIES</th> </tr> <tr> <td style="padding: 2px;">Draft</td> <td style="padding: 2px;">Final</td> <td style="padding: 2px;">Reg</td> <td style="padding: 2px;">Regen</td> </tr> <tr> <td style="text-align: center; padding: 2px;">0</td> <td style="text-align: center; padding: 2px;">1</td> <td style="text-align: center; padding: 2px;">0</td> <td style="text-align: center; padding: 2px;">0</td> </tr> </table>		a. ADDRESSEE		b. COPIES		Draft	Final	Reg	Regen	0	1	0	0
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G. PREPARED BY [REDACTED]		H. DATE <div style="text-align: center; font-weight: bold;">29 Jul 2011</div>		I. APPROVED BY [REDACTED]		J. DATE <div style="text-align: center; font-weight: bold;">29 Jul 2011</div>													

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A. CONTRACT LINE ITEM NO. 1		B. EXHIBIT A		C. CATEGORY: TDP TM OTHER X				
D. SYSTEM/ITEM JLENS Risk Reduction Program		E. CONTRACT/PR NO.		F. CONTRACTOR				
1. DATA ITEM NO. A010		2. TITLE OF DATA ITEM Technical Report - Study/Services		3. SUBTITLE Affordability Improvement Study				
4. AUTHORITY (Data Acquisition Document No.) DI-MISC-80508B		5. CONTRACT REFERENCE SOW para 5.1.1		6. REQUIRING OFFICE SFAE-MSLS-CMDS-BMD				
7. DO 250 REQ LT	9. DIST STATEMENT REQUIRED	10. FREQUENCY N/A	12. DATE OF FIRST SUBMISSION SEE BLOCK 16	14. DISTRIBUTION				
8. APP CODE A	F	11. AS OF DATE N/A	13. DATE OF SUBSEQUENT SUBMISSION SEE BLOCK 16	a. ADDRESSEE		b. COPIES		
						Final		
						Reg Reps		
10. REMARKS: Block 8: The Government will provide approval/disapproval 20 days after receipt. The contractor shall resubmit corrected version 20 days after receipt of Government comments. Block 9: Distribution P: 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 WARNING - This document contains critical 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 those export laws are subject to severe criminal penalties. Disseminate in accordance with provisions of DOD Directive 5230.25. Blocks 12 & 13: Initial submittal shall be submitted 180 days after contract award. Subsequent submittals shall be submitted as required to remain current with program. Block 14 Electronic delivery of this data item IAW the SOW paragraph 4.4. Notify JLENS Product Office Data Management OPR at [REDACTED] and [REDACTED] when deliverable is sent. Letter of transmittal must be signed electronically. The data item shall be delivered in one or more of the MS Office or PDF format. Contractor format is acceptable.				SFAE-MSLS-CMDS-PE-CM		0	1	0
				15. TOTAL →		0	1	0
G. PREPARED BY [REDACTED]		H. DATE 29 Jul 2011		I. APPROVED BY [REDACTED]		J. DATE 29 Jul 2011		

17. PRICE GROUP
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CONTRACT DATA REQUIREMENTS LIST (1 Data Item)						Form Approved OMB No. 0704-0188	
Public reporting burden for this collection of information is estimated to average 190 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DO NOT RETURN your form to either of these addresses. Send completed form to the Government Printing Office for Contract/PR No. 00001-0000.							
A. CONTRACT LINE ITEM NO. 1		B. EXHIBIT A		C. CATEGORY: TDP TM OTHER X			
D. SYSTEM/ITEM JLENS Risk Reduction Program			E. CONTRACT/PR NO.		F. CONTRACTOR		
1. DATA ITEM NO. A011		2. TITLE OF DATA ITEM Technical Report - Study/Services			3. SUBTITLE Obsolescence Management Studies		
4. AUTHORITY (Data Acquisition Document No.) DI-MISC-80508B			5. CONTRACT REFERENCE SOW para 5.1.2, 5.1.3		6. REQUIRING OFFICE SFAE-MSLS-CMDS-BMD		
7. DD 250 REQ LT		9. DIST STATEMENT REQUIRED F		10. FREQUENCY N/A		12. DATE OF FIRST SUBMISSION SEE BLOCK 16	
8. APP CODE A		11. AS OF DATE N/A		13. DATE OF SUBSEQUENT SUBMISSION SEE BLOCK 16		14. DISTRIBUTION	
				a. ADDRESSEE		b. COPIES	
						Draft Final	
						Reg Repro	
16. REMARKS:				SFAE-MSLS-CMDS-PE-CM			
Block 8: The Government will provide approval/disapproval 20 days after receipt. The contractor shall resubmit corrected version 20 days after receipt of Government comments.							
Block 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							
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Blocks 12 & 13: Initial submittal shall be submitted 90 days after contract award.							
Subsequent submittals shall be submitted as required to remain current with program and address equipment obsolescence.							
Block 14 Electronic delivery of this data item IAW the SOW paragraph 4.4. Notify JLENS Product Office Data Management OPR at [redacted] and [redacted] when deliverable is sent. Letter of transmittal must be signed electronically.							
The data item shall be delivered in one or more of the MS Office or PDF format.							
Contractor format is acceptable.							
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A. PREPARED BY [redacted]				H. DATE 29 Jul 2011		I. APPROVED BY [redacted]	
						J. DATE 29 Jul 2011	

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CONTRACT DATA REQUIREMENTS LIST (1 Data Item)						Form Approved OMB No. 0704-0188	
Public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DO NOT RETURN your form to allow of these addresses. Send completed form to the Government Printing Office for Contract/PR No. listed in Block E.							
A. CONTRACT LINE ITEM NO. 1		B. EXHIBIT A		C. CATEGORY: TDP TM OTHER X			
D. SYSTEM/ITEM JLENS Risk Reduction Program			E. CONTRACT/PR NO.		F. CONTRACTOR		
1. DATA ITEM NO. A012		2. TITLE OF DATA ITEM Special Equipment Tools and Test Equipment List			3. SUBTITLE STE/ST		
4. AUTHORITY (Data Acquisition Document No.) DI-ILSS-80868			5. CONTRACT REFERENCE SOW para 5.1.4		6. REQUIRING OFFICE SFAE-MSLS-CMDS-BMD		
7. DD 250 REQ LT	9. DIST STATEMENT REQUIRED F	10. FREQUENCY N/A	12. DATE OF FIRST SUBMISSION SEE BLOCK 16		14. DISTRIBUTION		
8. APP CODE N/A		11. AS OF DATE N/A	13. DATE OF SUBSEQUENT SUBMISSION SEE BLOCK 16		a. ADDRESSEE		
16. REMARKS: Block 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 WARNING - This document contains critical 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. Blocks 12 & 13: Initial submittal shall be submitted 90 days after contract award. Subsequent submittals shall be submitted as required to remain current with program. Block 14 Electronic delivery of this data item IAW the SOW paragraph 4.4. Notify JLENS Product Office Data Management OPR [redacted] and [redacted] when deliverable is sent. Letter of transmittal must be signed electronically. The data item shall be delivered in one or more of the MS Office or PDF format. Contractor format is acceptable.					b. COPIES		
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G. PREPARED BY		H. DATE 18 Jul 2011		I. APPROVED BY		J. DATE 18 Jul 2011	

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A. CONTRACT LINE ITEM NO. 1		B. EXHIBIT A		C. CATEGORY: TDP TM OTHER X					
D. SYSTEM/ITEM JLENS Risk Reduction Program			E. CONTRACT/PR NO.		F. CONTRACTOR				
1. DATA ITEM NO. A013		2. TITLE OF DATA ITEM Scientific and Technical Reports Summary			3. SUBTITLE Change Notices (& Unincorporated Changes) List				
4. AUTHORITY (Data Acquisition Document No.) DI-MISC-80048			5. CONTRACT REFERENCE SOW para 5.1.5		6. REQUIRING OFFICE SFAE-MSLS-CMDS-BMD				
7. DD 250 REQ LT		9. DIST STATEMENT REQUIRED F		10. FREQUENCY N/A		12. DATE OF FIRST SUBMISSION SEE BLOCK 16			
8. APP CODE N/A		11. AS OF DATE N/A		13. DATE OF SUBSEQUENT SUBMISSION SEE BLOCK 16		14. DISTRIBUTION			
16. REMARKS:						a. ADDRESSEE			
<p>Block 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</p> <p>WARNING - This document contains critical 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.</p> <p>Blocks 12 & 13: Initial submittal shall be submitted 45 days after contract award. Subsequent submittals shall be submitted as required to remain current with program.</p> <p>Block 14 Electronic delivery of this data item IAW the SOW paragraph 4.4. Notify JLENS Product Office Data Management OPR at [REDACTED] and [REDACTED] when deliverable is sent. Letter of transmittal must be signed electronically.</p> <p>The data item shall be delivered in one or more of the MS Office or PDF format.</p> <p>Contractor format is acceptable.</p>						b. COPIES			
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A. CONTRACT LINE ITEM NO.		B. EXHIBIT		C. CATEGORY:			
1		A		TDP TM OTHER X			
D. SYSTEM/ITEM			E. CONTRACT/PR NO.		F. CONTRACTOR		
JLENS Risk Reduction Program							
1. DATA ITEM NO.		2. TITLE OF DATA ITEM			3. SUBTITLE		
A014		Technical Report - Study/Services			Environmental Control Unit Improvement Study		
4. AUTHORITY (Data Acquisition Document No.)			5. CONTRACT REFERENCE		6. REQUIRING OFFICE		
DI-MISC-80508B			SOW para 5.1.6		SFAE-MSLS-CMDS-BMD		
7. DD 260 REQ		8. DIST STATEMENT REQUIRED		10. FREQUENCY		12. DATE OF FIRST SUBMISSION	
LT		F		N/A		SEE BLOCK 16	
8. APP CODE		11. AS OF DATE		13. DATE OF SUBSEQUENT SUBMISSION		14. DISTRIBUTION	
A		N/A		SEE BLOCK 16		a. ADDRESSEE	
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						Reg Reps	
16. REMARKS:				SFAE-MSLS-CMDS-PE-CM			
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[redacted]		29 Jul 2011		[redacted]		29 Jul 2011	

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